



AGENDA

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

Council Chambers
401 North Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of February 28, 2023
- A-2. Approval of Claims Submitted February 28, 2023 - March 27, 2023
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Review/Approval Credit Card Refunds
- A-6. Declaration of Surplus
- A-7. Approval of partnership agreement with Bloomington Junior League Baseball Association for Winslow north and south concessions operations
- A-8. Approval of partnership agreement with Monroe County Senior League Baseball Association
- A-9. Approval of partnership agreement with Bloomington Football Club
- A-10. Approval of partnership agreement with Civic Theater
- A-11. Approval of service agreement with Aquatic Control Inc. for Griffy Lake aquatic vegetation management
- A-12. Approval of service agreement with EZ-Dock Mid-America for installation of new railings on Griffy Lake accessible boat launch
- A-13. Approval of contract with Sunset Hill Fence Co LLC for fence repairs along the B-Line Trail
- A-14. Approval of service agreement with Trees PLE, INC. for treatment of time sensitive pests and diseases in publicly owned trees
- A-15. Approval of design contract addendum with Mader Design, LLC for Rogers Family Park project
- A-16. Approval of service agreement with Sexton Wilbert Corporation for interment services at White Oak Cemetery
- A-17. Approval of service agreement with Bledsoe, Riggert, Cooper and James, Inc. for topographic surveys at Park Ridge East Park
- A-18. Approval of services agreement with Green Hat Media for photography and video services
- A-19. Approval of service agreement with Winslow Ranch Marketing for photography and video services
- A-20. Approval of service agreement with The Production House for photography, filming and video production services
- A-21. Approval of contract with Value Fencing Company for repairs to Bryan Park tennis court fencing

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Bravo Award - Doug and Kathy Curry (Emily Buuck)
- B-2. Parks Partner Award
- B-3. Staff Introduction Josh Hinton (Switchyard Park Foreperson)

C. OTHER BUSINESS

- C-1. Review/Approval of partnership agreement with Bloomington Pickle Ball Club for community (Mark Sterner) pickle ball lessons
- C-2. Review/Approval of contract with Scenic Construction Services, Inc. for Griffy Dam Trail crossing project (Tim Street)
- C-3. Review/Approval of contract with Marshall Security for security services at the Farmers' Market (Clarence Boone)
- C-4. Review/Approval updates to Policy #13040 – Park and Facility Special Use Policy (Hsiung Marler)
- C-5. Review/Approval contract with Bluestone Tree LLC for Ash tree removal (Haskell Smith)
- C-6. Review/Approval of contract with Trees PLE, INC for Ash tree treatments (Haskell Smith)
- C-7. Review/Approval of contract with White Buffalo for 2023 deer hunt at Griffy Lake Nature hunt (Steve Cotter)

D. REPORTS

- | | | | | |
|------|-------------------------|---|---|-----------------|
| D-1. | Operations Division | - | Environmental Resources Advisory Council
Annual Report | (Rebecca Swift) |
| D-2. | Recreation Division | - | no report | |
| D-3. | Sports Division | - | no report | |
| D-4. | Administration Division | - | 2022 Annual Report – draft | (Julie Ramey) |

E. PUBLIC COMMENT

ADJOURNMENT



A-1

03-28-2023

Board of Park Commissioners
Regular Meeting
Minutes

Regular Meeting: Tuesday, February 28, 2023 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 January 24, 2023
- A-2. Approval of Claims Submitted January 24, 2023 – February 27, 2023
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Review/Approval of Credit Card Refunds
- A-6. Declaration of Surplus – February 2023
- A-7. Moved to section C. Other Business
- A-8. Approval of partnership agreement with Green Camino, Inc. (EarthKeepers) for two compost collection bins
- A-9. Approval of contract with VET Environmental Engineering, LLC for mold remediation at Switchyard Park Maintenance Building.
- A-10. Approval of 2023 partnership agreement with The Ryder Magazine and Film Series
- A-11. Approval of 2023 Performance and Entertainment agreement template
- A-12. Re-Approval of Policy 13210 – Multi-Use Trail Design and Operations
- A-13. Approval of contract with Cassady Electrical Contractors, Inc. for Farmers' Market shed
- A-14. Approval of contract with Commercial Service for emergency replacement of water heater at Banneker Community Center
- A-15. Approval of contract with Cassady Electrical Contractors, Inc. for emergency electrical work at Banneker Community Center
- A-16. Approval of contract with Aquatic Control, Inc. for Miller-Showers Park
- A-17. Approval of contract with Harrell Fish, Inc. for backflow prevention device maintenance and testing
- A-18. Approval of partnership agreement with Bloomington Junior League Baseball Association

Board Comments: *Kathleen Mills commented:* to give the community an opportunity to voice opinions, the Board wanted to move A-7 Approval of 2023 Food and Beverage Artisan and Food Truck/Push Cart agreement from the Consent Calendar to section C. Other Business.

Kathleen Mills stated: due to conflict of interest she would abstain from voting on item A-10 Approval of 2023 partnership agreement with The Ryder Magazine and Film Series.

Ellen Rodkey made a motion to move item A-7 Approval of the 2023 Food and Beverage Artisan and Food Truck/Push Cart agreement from Section A. Consent Calendar to Section C. Other Business. *Jim Whitlatch* seconded the motion. Vote taken: unanimously carried 4-0.

Ellen Rodkey made a motion to approve Consent Calendar A-1 through A-18, minus A-10 Approval of 2023 partnership agreement with The Ryder Magazine and Film Series. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0.

Ellen Rodkey made a motion to approve item A-10 Approval of 2023 partnership agreement with The Ryder Magazine and Film Series. *Jim Whitlatch* seconded the motion. Vote taken: 3 Ayes – Jim Whitlatch, Ellen Rodkey, Israel Herrera. 1 Abstain – Kathleen Mills.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Bravo Award

Emily Buuck, Community Relations Coordinator presented Amanda Ghaffarian with the February Bravo Award for the hours given as a Community Events volunteer. In five months, Amanda had volunteered at 7 events and volunteered 27 hours. Amanda not only helped turn Frank Southern Center's locker rooms and showers into a haunted house, she volunteered both shifts at Winter Lights, December Nights at Switchyard Park in freezing cold weather. Staff was extremely grateful for Amanda's service to the department.

The Board thanked Amanda Ghaffarian for the volunteer hours provided to the department.

B-2. Parks Partner Award – none

B-3. Staff Introductions

Sasha Kuznetsov, accepted the position of Parks and Recreation Intern. Sasha Kuznetsov was a fourth year undergraduate student at the School of Public Health at Indiana University, pursuing a Bachelor's degree in Fitness and Wellness. Sasha was interested in helping others become more active outdoors and finding ways to make physical activity more enjoyable for people of all ages and abilities. She viewed access to natural resources as a fundamental part of the health and wellbeing of all people. As a Parks and Recreation Intern, she would strive to gain more knowledge on the management of the parks and how community wellness can be incorporated more into program planning.

C. OTHER BUSINESS

C-1. Election of Board of Park Commissioners Vice President, Representative to the Plan Commission and Representative to the Bloomington Parks Foundation

Joe Whitlatch moved to appoint Ellen Rodkey as Vice President and Plan Commission Representative. *Kathleen Mills* seconded. Vote taken: 3 Ayes – Jim Whitlatch, Kathleen Mills, and Israel Herrera. 1 Abstained – Ellen Rodkey

Ellen Rodkey moved to appoint Jim Whitlatch as ex officio for the Bloomington Parks Foundation. Kathleen Mills seconded. Vote taken: 3 Ayes – Kathleen Mills, Ellen Rodkey and Israel Herrera 1 Abstained – Jim Whitlatch

A-7. Approval of 2023 Food and Beverage Artisan and Food Truck/Push Cart Agreement Template

Clarence Boone, Facility Coordinator staff recommended approval of the 2023 Food and Beverage Artisan and Food Truck/Push Cart Agreement template. The 2023 Food and Beverage Artisan and Food Truck/Push Cart Agreement templates had been revised to include language consistent with the Farm Vendor Contract and Handbook, including information on the Park Board approved revisions to the Artisan fee, and new guidelines for Home Based Vendors. BPRD had been decreasing fees since 2020, moving from 10% down to 6.5% for 2023. The Market had seen many changes over the years including a decrease in vendors, food and beverage artisan and customers. BPRD strived to meet cost recovery goals while balancing fees. BPRD had accepted the first round of RFPs, and would be selecting vendors soon. Information regarding the Request for Proposals could be found on the Market website. Both agreements were reviewed and approved by City Legal.

Board Comments: *Jim Whitlatch stated:* there had been an issue between the 6.5% and 5% fee.

Jim Whitlatch stated: if the fee was changed from the 6.5%, the item would need to be moved to the next meeting.

Paula McDevitt responded: the template contained the 6.5% fee. If the Park Board wished to have further discussion or change the fee, the template would need to be moved to the March 28th meeting.

Jim Whitlatch inquired: if the fee was reduced for one Food and Beverage Artisan, would it have to be reduced for all Food and Beverage Artisans.

Clarence Boone responded: yes, that was the understanding.

Leslie Brinson, Community Events Manager responded: Farm Vendor fees and Food and Beverage Artisans fees would be the same for all Farm Vendors and the same for all Food and Beverage Artisans. There would not be special pricing for one individual vendor.

Jim Whitlatch inquired: what would the difference in revenue be between 5% and 6.5%.

Leslie Brinson comment: it was estimated between \$3,000 and \$4,000 depending on the number Food and Beverage Artisans, the number of customers, and gross sales. BPRD could only make a projection, which at 6.5% would be a revenue of \$14,000, if dropped to 5% \$11,000 would be estimated revenue.

Jim Whitlatch inquired: if the projection was based on Muddy Forks being at the Market.

Leslie Brinson responded: projections were not based on any individual vendor.

Jim Whitlatch inquired: on revenue prior to COVID.

Leslie Brinson responded: in 2019 revenue from Food and Beverage Artisan vendors was \$47,000 of overall Market revenue. In 2021 revenue from Food and Beverage Artisans was \$12,000.

Jim Whitlatch inquired: what caused the difference in the revenue generated.

Leslie Brinson responded: in 2018 customer attendance was 200,000, in 2019 it dropped to 100,000 and in 2022 it dropped to 65,000 customer attendance. The number of Food and Beverage Artisans and Farm Vendor decreased. Overall decrease based on 2019 activities, COVID, and building back up from those experiences.

Jim Whitlatch inquired: when was the 6.5% fee set.

Leslie Brinson responded: the fee was included in the 2023 Price Schedule the Park Board approved at the November 2022 meeting. The Advisory Council started the discussion in August 2022.

Jim Whitlatch inquired: had there been a recommendation by the Advisory Council.

Leslie Brinson responded: the Advisory Council did not vote on items, but they were in support of BPRD staff proposal.

Jim Whitlatch inquired: if there was a way to know if more vendors would participate if the fee was dropped.

Leslie Brinson responded: there is no way of knowing. Each individual vendor would need to make their own decision, of what was best for them at the time.

Jim Whitlatch inquired: if there were increased expenses to the Market due to rising inflation.

Leslie Brinson responded: there were increases in supplies as well as a large increase in staffing. Since 2019, seasonal staff wages increased around \$5.00 per hour 2019. Staff was continued to work on entertainment and security which caused increases to expenses. The Market had struggled, and not met the lower 50% cost recovery set by the Park Board.

Jim Whitlatch inquired: what the future plan was for the fee.

Leslie Brinson responded: in 2019 a five year plan was established, that plan had a fee decrease each year. Staff anticipated another decrease in 2024, what that decrease would look like depended on what 2023 would hold, what income and revenue looked like, and where the Market would be at a cost recovery standpoint. Staff intended to continue to decrease fees to the 5%.

Ellen Rodkey commented: it wasn't completely regardless of what happened from the cost recovery standpoint. Even though the 50% cost recovery may not be met, the fee would continue to decrease. It was just not determined when and how much.

Leslie Brinson responded: correct. Staff had been working on leveling the field between farmer vendors and food and beverage vendors. As food and beverage vendor fees had been lowered, farm vendors had been increased. Another increase was expected in farm vendor fees for 2024, but that would depend on what 2023 holds. All of it was just a projection.

Kathleen Mills responded: out of the twelve vendors for 2023, were any other vendors concerned about the 6.5% fee.

Leslie Brinson responded: there have been conversations with vendors and most were coming back.

Kathleen Mills responded: the Market traffic was way down, and there were a lot of other markets in town. Would there be a time staff was predicting the numbers would go back up to the higher range of attendance.

Leslie Brinson responded: it was not anticipated it would ever get back to the attendance that had been experienced in 2018. Staff wanted to continue to provide the best opportunity, and best Market for vendors and the community.

Israel Herrera inquired: if the projected 2023 revenue was met, lowering the 2024 fees would be considered.

Leslie Brinson responded: the overall numbers would be looked at, and if possible lowering fees and making the balance more appropriate would continue.

Israel Herrera inquired: if a grant was available that would cover the difference between the 6.5% and 5%.

Leslie Brinson responded: there were always grant opportunities, but a grant for that specific reason might be a challenge.

Israel Herrera inquired: if the nine vendors had been with the Market since 2018 and had experienced the different fees.

Leslie Brinson responded: not all nine, some were new in 2022. Three had participated the whole time, and others had come on board periodically over the last few years.

Israel Herrera inquired: if the 2024 fee was decreased to 5.5% or 5.0% there would only be a difference of \$1,000 - \$1,500 in revenue.

Leslie Brinson responded: staff could only predict the revenue of 2023. The 2023 revenue projections of 6.5% was \$14,000, revenue projection of 5% was around \$11,000. That projection was off a certain number of vendors. When staff projected back in 2019, it was projected at \$20,000 in 2022 and it wasn't even \$12,000.

Jim Whitlatch inquired: the fees were 10% in 2018, what happened that caused fees to begin to decrease.

Leslie Brinson responded: conversations began with the Food and Beverages Vendors on what amenities could be provided for them, questioned the percentage being provided by them to the overall revenue compared to that of the farm vendors. That was when staff began looking at it, it wasn't just about pricing. How could staff help build the food and beverage area? They had been added to the Advisory Team Council. It had flipped as farm vendors were now providing a higher percentage rate of revenue.

Jim Whitlatch responded: the plan to reduce fees was started before COVID.

Leslie Brinson responded: that was correct.

Jim Whitlatch commented: then COVID happened.

Leslie Brinson responded: yes, and that had slowed down the process of lowering the fees. Food and Beverage vendors were not charged a fee in 2020, or a lower fee than farmers. It was 2021, before staff could even act on the 2019 plan.

Israel Herrera commented: The range from 2021 to 2022, there was a reduction from 7.5% to 7.0%, there was an increase in vendors and there was an increase in revenue.

Leslie Brinson responded: that was correct, but the number in customers also increased. All those things factor into the revenue.

Israel Herrera inquired: twelve food and beverage applications had been received, and the \$14,000 projections was off that number of vendors.

Leslie Brinson responded: the projected number of \$14,000 was based off sixteen vendors.

Kathleen Mills opened the floor to public comment.

The Board received comments regarding food and beverage vendor fees at the Market. Comments were in favor of lowering food and beverage vendor fees.

Board Comments: *Kathleen Mills stated:* The Market was down to 10% of the visitor as it was in 2017 and 2018, drawing on that to make the fee doesn't mathematically seem possible.

Jim Whitlatch commented: he hoped Muddy Forks would come back regardless of the outcome of the vote. Hoped that the issue would not divide anyone or the process. The topic was money, and money was always significant, but it was not a significant amount of money and should not matter which way the vote went. He didn't think it would make or break the Parks Department if the fee was dropped to 5%, or make or break the vendors if the fee remained at the 6.5%. Parks wanted to be inclusive and fair in what was done. The 6.5 % had been approved in November 2022, and there had been discussion of fees going down to 5% next year, but who knew. There had been a lot of things that happened since 2020, certainly COVID and inflation. All those things could only be speculated about. There was a process that was followed, it hadn't happen as quickly as everyone wanted it to, but no one expected COVID and other things that had come along. There was a process to lower the fees, and that process needed to continue. It seemed fair to continue to look what equalization needed to be done. All the vendors were appreciated, and the hope was they would continue to be at the Market. He wasn't opposed to lowering fees next time, but for now, the contract at 6.5% need to be approved and then move on from there.

Ellen Rodkey commented: she echoed Jim sentiments as to where we were in the process.

Ellen Rodkey made a motion to approve the 2023 Food and Beverage Artisan and Food Truck/Push Cart Agreement as it was written today. *Jim Whitlatch* seconded the motion. Vote taken: unanimously carried 4-0.

C-2. Review/Approval of Grant Partnership Agreement with Area 10 Agency on Aging for Endwright East Active Living Community Center at College Mall

Becky Higgins, Recreation Division Director BPRD wished to continue the partnership with Area 10 Agency on Aging. The agreement outlined a program to provide recreations services for senior citizens at the Endwright East Active Living Community Center. The goal of Endwright East would be to provide supportive community space for older adults with quality programming and social engagement. Staff recommended approval of the partnership. Funding for operations would be provided through Parks Administration General Fund, in the amount not to exceed \$20,000.

Ellen Rodkey made a motion to approve partnership with Area 10 Agency on Aging for Endwright East. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0.

C-3. Review/Approval of Partnership Agreement with Visit Bloomington for Concert Series

Leslie Brinson, Community Events Manager staff wished to provide an opportunity for the Bloomington community to participate in free and accessible summer concerts. The goal of the project was to outline a program partnership that would provide three Thursday night concert at Switchyard Park, which would promote the quality of live music and create awareness for Bloomington as a music destination. Staff recommended approval of the partnership with Visit Bloomington.

Mike McAfee, Executive Director Visit Bloomington approached the podium. Visit Bloomington looked forward to working on the project with Parks. They looked forward to promoting the events locally for the community as free events. The partnership would bring in touring bands and they were expecting good crowds. Visit Bloomington would come at it with a music a tourism strategy, promoting the concerts in Indianapolis, Chicago, and Louisville and everywhere in between. Wanting people to come to Bloomington on Thursday and stay for a long weekend.

Board Comments: *Jim Whitlatch inquired:* were there any security requirements that had to be met.

Leslie Brinson responded: there were no specific requirements that had to be met. Events were looked at individual, as security needs could be different. Staff would work with the local Homeland Security representatives, and the Bloomington Police Department. Events with no established entrance and exit could be a more of a challenge. The type of event presented would most likely have security personnel roaming the area.

Mike McAfee commented: BPD would be consulted for guidance, and staff would be on the side of caution, and over secure things.

Ellen Rodkey inquired: was this a new partnership outside of the Performing Arts Series.

Leslie Brinson responded: that was correct. The dates were chosen specifically as other events would be held on the Fridays following the concerts. People could come to Bloomington and see multiple nights of concerts.

Ellen Rodkey made a motion to approve partnership agreement with Visit Bloomington. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0.

C-4. Review/Approval of Appointment to the Farmers' Market Advisory Council

Clarence Boone, Farmers' Market Coordinator staff recommended approval of Ben Gardner to the Farmers' Market Advisory Council. The Council acted in an advisory capacity to the Board of Park Commissioners and Park staff on policy matters relating to the Farmers' Market.

Board Comments: *Israel Herrera inquired:* there were two vacant positions, one for food and beverage and one for customer representative.

Clarence Boone responded: that was correct, this would be for customer representative. Staff would soon be requesting recommendation for the food and beverage artisan representative.

Israel Herrera inquired: when were the meetings held.

Clarence Boone responded: the third Monday of each the month, and held in the Allison Conference room from 5:30pm to 7:00pm.

Ellen Rodkey made a motion to approve the appointment of Ben Gardner to the Farmers' Market Advisory Council. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0.

C-5. Review/Approval of Partnership Agreement with Centerstone of Indiana, INC for Park Maintenance, Landscaping, Golf Course Maintenance and Switchyard Park Monitor Crew

Joanna Sparks, Urban Greenspace Manager staff recommended approval of the partnership with Centerstone for maintenance crews at parks, landscaping areas, playgrounds, and the golf course. The partnership would continue to provide Centerstone clients an opportunity to work for Centerstone at Bloomington Parks and Recreation Departments properties. The project was not to exceed \$110,338.00 with the following breakdown: \$35,553.00 from Operations General Fund, \$11,851.00 from Landscaping General Fund, \$7,901.00 from Golf Course General Fund, and \$55,075.00 from Switchyard Park Non-reverting fund. The partnership would begin in April and go through the end of the year.

Board Comments: *Kathleen Mills inquired:* did the crews consist of different people each year, or do the same workers come back.

Joanna Sparks responded: participants continually rotated and varied from day to day. Some participants had moved into leadership positions at Centerstone. Parks had hired several participants as seasonal employees.

Ellen Rodkey made a motion to approve the partnership with Centerstone. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0

C-6. Review/Approval of contract with EcoLogic, LLC for Vegetation Management Services

Joanna Sparks, Urban Greenspace Manger to help maintain parks, staff recommended approval of the contract with Eco Logic, LLC. The vendor would provide vegetation management activities on previous work at the following locations, Griffy Lake Nature Preserve, Miller-Showers Park and Switchyard Park. The project would be funded from the Landscaping General Fund, in and amount not to exceed \$41,759.02.

Board Comments: *Ellen Rodkey inquired:* was the 10 year management plan agreed to with EcoLogic, or if it was just the fifth year of a ten year plan.

Joanna Sparks responded: in 2018 the plan was developed with EcoLogic, in 2019 implementation of the plan began with EcoLogic. This was a renewal.

Ellen Rodkey inquired: were Switchyard Park and Griffy set up the same way.

Joanna Sparks responded: the Griffy Lake was a onetime follow up to a forest mowing project. There was no lengthy agreement with any contractor at Switchyard Park, it is a yearly renewal. Staff was extremely pleased with the services that EcoLogic provided.

Ellen Rodkey made a motion to approve the contract with EcoLogic, LLC. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0

C-7. Review/Approval of Memorandum of Understanding (MOU) with Duke Energy for Reliability Project Phase II

Haskell Smith, Urban Forester staff recommended approval of the MOU with Duke Energy Incorporated for Phase II of the “Duke Reliability Project” that would improve electric service reliability in Bloomington. Phase II would connect the transmission lines between the substation on 14th and Dunn to the substation at 11th and Fairview. Duke Energy agreed to compensate the City \$6,443.20 for the loss of 16 city-owned “street trees” that would result from Phase II.

Ellen Rodkey made a motion to approve the MOU with Duke Energy for the Reliability Project Phase II. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0

C-8. Review/Approval of Encroachment Agreement with Mimimis, LLC (744 S. Morton St)

Tim Street, Director of Operations and Development during the planning process for the development at 744 S Morton Ave, the City’s Planning and Transportation Department and City of Bloomington Utilities recommended and approved a stormwater discharge pipe to run across Morton Ave and into the stormwater drainage ditch along the west side of the B-Line. The property was maintained by Parks, staff recommended approval of the encroachment agreement to ensure the property owner maintained responsibility for the infrastructure and that the City had the right to remove if deemed necessary.

Ellen Rodkey made a motion to approve the MOU with Duke Energy for the Reliability Project Phase II. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0

C-9. Review/Approval B-Line Closure Request from City of Bloomington ITS Department

Tim Street, Director of Operations and Development to make necessary fiber infrastructure repairs, the City of Bloomington ITS Department requested a trail closure of the B-Line where it crossed Moravec. The closure was anticipated to run from March 1st – March 6th. Staff recommended approval of the closure

Ellen Rodkey made a motion to approve the closure request from City of Bloomington ITS Department. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0

C-10. Review/Approval of Scenic Construction for Rogers Family Park (Change Order 1)

Tim Street, Director of Operations and Development in August of 2022, BPRD entered into an agreement with Scenic Construction Services, Inc. for construction of Rogers Family Park. Staff wished to have the following additional work added to the project: curb added for keeping the paver parking lot in place, expand bench pads for accessibility, and add required work on drainage issues outside of the floodplain. Both parties mutual agreed to amend Article 1 of

the original Agreement to include the additional scope of work, and to amend Article 3 to reflect the additional charges not to exceed \$14,340. Additional services would be funded from 176-18-G21005-54310. Staff recommended approval of Change Order 1.

Ellen Rodkey made a motion to approve the addendum with Scenic Construction for Rogers Family Park. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0

C-11. Review/Approval of Policy #13120 – Memorial Benches in Parks and Policy #13020- Commemorative Tree Program

Barb Dunbar, Operations Coordinator staff recommended approval of changes to Policy #13120 – Memorial Benches in Parks. The changes were logistical updates regarding the programs' procedures, plaque specifications and policies. The last updates occurred in 2007.

Board Comments: *Kathleen requested:* clarification on who was responsible if vandalism occurred to the bench.

Barb Dunbar responded: the donor would be responsible. Each individual case would be reviewed.

Kathleen Mills inquired: was that constant with other policies where things could be vandalized where money was provided by donors.

Barb Dunbar responded: due to the cost of the benches, there wasn't another program like this one.

Ellen Rodkey inquired: how often had vandalism occurred to the benches.

Barb Dunbar responded: besides some minor issues, vandalism had not occurred to the benches.

Jim Whitlatch inquired: was there a mechanism to accept or not accept a gift, or to withdraw a memorial, if there was some controversy around the memorial or gift. We may want to have something in the policy that states acceptance would be at the discretion of the department.

Israel Herrera commented: would like to have the policy include notification to donor if vandalism occurred.

Policy changes to #13120 and #13020 were tabled.

C-12. Review/Approval of Contract with Commercial Service, Inc. for HVAC Work at Operations Center

Barb Dunbar, Operations Coordinator to keep facility in good working condition, staff wished to have a new gas furnace with heat pump installed at the Operation Center. The new proposed unit was 95% efficient, 15 Seasonal Energy Efficiency Rating and dual fuel hybrid gas/electric system. Staff recommended approval of the contract with Commercial Services in an amount not to exceed \$14,050. Funding for the project would be from Operations General Fund and Operations Non-Reverting Fund.

Ellen Rodkey made a motion to approve the contract with Commercial Services. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0

C-13. Review/Approval of Contract with Cornerstone PDS for Bryan Park Playground Site Plan

Barb Dunbar, Operations Coordinator staff wished to replace the Bryan Park playground for youth ages 5-12. BPRD required the services of a professional contractor to provide landscape architect services, which consisted of topographic survey, site plans and design. The new playground would use the same foot print. The last complete replacement of the playground was 1999. Staff recommended approval of the contract with Cornerstone in an amount not to exceed \$7,200. The project would be funded from Operations General Fund.

Ellen Rodkey made a motion to approve the contract with Cornerstone PDS. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0

C-14. Review/Approval of contract with Radar Masonry for Repairs to the Twin Lakes Sports Complex Upper Deck

Scott Pedersen, Sports Coordinator staff wished to keep facilities in good working condition. Due to heavy use by spectators and fans, the upper deck concrete at Twin Lakes Sports Park needed replaced. Staff recommended approval of the contract with Radar Masonry. Vendor would be responsible for demolishing existing concrete piers, rebuild concrete piers, reattachment of metal railing, repair of cracking around outside edge of the upper deck, fix two bad sections of concrete deck, and installation anchors to the deck edge repairs. Cost of project was not to exceed \$9,853.00, funding would be from 176-18-G21005-54510.

Ellen Rodkey inquired: on quotes received.

Scott Pedersen responded: four quotes were received, Radar Masonry came in at \$9,853.00

Ellen Rodkey made a motion to approve the contract with Radar Masonry. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0

D. REPORTS

D-1. Operation Division – none

D-2. Recreation Division – none

D-3. Sports Division - none

D-4. Administration Division - none

E. PUBLIC COMMENT

E-1. *Kathleen Mills* opened the floor to public comments.

The Board received comments regarding placing new signs in parks that promoted good behavior while visiting the park.

Paula McDevitt, Administrator: Introduced Audrey Brittingham new attorney with City Legal. The next Board of Park Commissioners meeting would be held on March 28, 2023.

ADJOURNMENT

Meeting adjourned at 5:23pm.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners



Board of Park Commissioners Claim Register

Invoice Date Range 02/18/23 - 03/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 176 - ARPA Local Fiscal Recvry (\$9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2694	18-Security Services January 2023	Paid by EFT # 51310		02/21/2023	02/21/2023	03/03/2023		03/03/2023	.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$0.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$0.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$0.00
Fund 176 - ARPA Local Fiscal Recvry (\$9512) Totals							Invoice Transactions	1		\$0.00
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53910 - Dues and Subscriptions										
53273 - National Recreation & Park Association (NRPA)	12169 02-06-23	18- CAPRA 2023 Annual Accreditation Fee	Paid by Check # 76784		02/21/2023	02/21/2023	03/03/2023		03/03/2023	500.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$500.00
Program 181000 - Administration Totals							Invoice Transactions	1		\$500.00
Program 181100 - Marketing										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NJK-71XQ-19YW	18- Amazon Diploma covers	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	19.99
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$19.99
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40202	18-February 2023 Kids Kraze	Paid by EFT # 51194		02/21/2023	02/21/2023	03/03/2023		03/03/2023	315.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40248	18-decals for urban forestry garden show color books	Paid by EFT # 51194		02/21/2023	02/21/2023	03/03/2023		03/03/2023	60.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-56384	18-10x22 Parks logo oval podium sign	Paid by EFT # 51343		02/21/2023	02/21/2023	03/03/2023		03/03/2023	63.25
Account 53310 - Printing Totals							Invoice Transactions	3		\$438.25
Account 53320 - Advertising										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221136322	18-30-sec spots for Winter Lights Dec Nights on WBWB- Nov 22	Paid by EFT # 51354		02/21/2023	02/21/2023	03/03/2023		03/03/2023	276.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221136374	18-30-sec spots for Holiday Market on WHCC- Nov 22	Paid by EFT # 51354		02/21/2023	02/21/2023	03/03/2023		03/03/2023	230.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1230236818	18-30-sec spots for Adult Winter Recess on WHCC-Feb 2023	Paid by EFT # 51354		02/21/2023	02/21/2023	03/03/2023		03/03/2023	375.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53320 - Advertising										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1230236834	18-30-sec spots for Adult Winter Recess on WBWB-Feb 2023	Paid by EFT # 51354		02/21/2023	02/21/2023	03/03/2023		03/03/2023	375.00
					Account 53320 - Advertising Totals			Invoice Transactions	4	\$1,256.00
Account 53990 - Other Services and Charges										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	29610	18-Kid City 2023 camp registration opens 3/3 postcard print mai	Paid by EFT # 51194		02/21/2023	02/21/2023	03/03/2023		03/03/2023	388.40
					Account 53990 - Other Services and Charges Totals			Invoice Transactions	1	\$388.40
					Program 181100 - Marketing Totals			Invoice Transactions	9	\$2,102.64
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3147003880	18-FSC Propane for Zamboni 2-15-2023	Paid by EFT # 51200		02/21/2023	02/21/2023	03/03/2023		03/03/2023	129.56
2708 - AmeriGas Propane, LP	3146719728	18-FSC Propane for Zamboni 2-07-2023	Paid by EFT # 51200		02/21/2023	02/21/2023	03/03/2023		03/03/2023	177.03
					Account 52240 - Fuel and Oil Totals			Invoice Transactions	2	\$306.59
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	724896	18-FSC Sawzall blade, glue, pvc for snow pit drain repair	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	29.37
					Account 52310 - Building Materials and Supplies Totals			Invoice Transactions	1	\$29.37
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FTW-319G-1M9D	18-FSC Windsock, dry erase markers for daily board	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	78.62
337 - Stansifer Radio Co, INC	M38788	18-FSC Audio connectors	Paid by EFT # 51356		02/21/2023	02/21/2023	03/03/2023		03/03/2023	7.92
					Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions	2	\$86.54
Account 53650 - Other Repairs										
2974 - MacAllister Machinery Co, INC	R67504009401	18 - TLRC Scissor Lift Inspection & Repairs	Paid by EFT # 51309		02/21/2023	02/21/2023	03/03/2023		03/03/2023	251.95
					Account 53650 - Other Repairs Totals			Invoice Transactions	1	\$251.95
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190548452021323	18-cable service for FSC-2/27-3/26/23	Paid by Check # 76769		02/23/2023	02/23/2023	02/23/2023		02/23/2023	122.51
					Account 53910 - Dues and Subscriptions Totals			Invoice Transactions	1	\$122.51



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3154631	18-FSC Entry Way Rug Cleaning Service 2/8/2023	Paid by EFT # 51336		02/21/2023	02/21/2023	03/03/2023		03/03/2023	77.21
53657 - Plymate, INC	3157835	18-FSC Entry Way Rug Cleaning Service 2-15-2023	Paid by EFT # 51336		02/21/2023	02/21/2023	03/03/2023		03/03/2023	77.21
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 2			\$154.42
Program 182500 - Frank Southern Center Totals							Invoice Transactions 9			\$951.38
Program 183500 - Golf Services										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	2749	18 - Cascades Cleaning Supplies, Toilet Paper, soap, vacuum cle	Paid by Check # 76789		02/21/2023	02/21/2023	03/03/2023		03/03/2023	404.20
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1			\$404.20
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO1044631	18 - Cascades GC Agricultural Supplies - Chemicals	Paid by EFT # 51196		02/21/2023	02/21/2023	03/03/2023		03/03/2023	23,098.20
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1			\$23,098.20
Account 52420 - Other Supplies										
4072 - Acushnet Company	914926752	18 - Driving Range Golf Balls	Paid by Check # 76770		02/21/2023	02/21/2023	03/03/2023		03/03/2023	5,512.50
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DFQ-CLHC-39DF	18- Amazon Two way radio battery	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	91.96
4574 - John Deere Financial f.s.b. (Rural King)	109682	18 - Cascades Tools, Power washer, Cleaning Solution	Paid by Check # 76779		02/21/2023	02/21/2023	03/03/2023		03/03/2023	1,101.76
Account 52420 - Other Supplies Totals							Invoice Transactions 3			\$6,706.22
Account 53320 - Advertising										
6100 - Boxwood Technology, INC	4014313	18-Job Posting - Golf Facilities Manager	Paid by EFT # 51224		02/21/2023	02/21/2023	03/03/2023		03/03/2023	124.00
6100 - Boxwood Technology, INC	4014323	18-Job Posting - Golf Course Superintendent	Paid by EFT # 51224		02/21/2023	02/21/2023	03/03/2023		03/03/2023	124.00
Account 53320 - Advertising Totals							Invoice Transactions 2			\$248.00
Program 183500 - Golf Services Totals							Invoice Transactions 7			\$30,456.62
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
365 - Rogers Group, INC	0713012198	18- Gravel for Griffy Dam parking lot	Paid by EFT # 51344		02/21/2023	02/21/2023	03/03/2023		03/03/2023	432.00



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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										
365 - Rogers Group, INC	0713012232	18-stone for Griffy Lake dam parking lot	Paid by EFT # 51344		02/21/2023	02/21/2023	03/03/2023		03/03/2023	144.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$576.00
Account 53310 - Printing										
818 - Everywhere Signs, LLC	60937	18-Griffy Lake Boathouse Annual Launch Permits #1-115	Paid by EFT # 51262		02/21/2023	02/21/2023	03/03/2023		03/03/2023	280.00
Account 53310 - Printing Totals									Invoice Transactions 1	\$280.00
Program 184000 - Natural Resources Totals									Invoice Transactions 3	\$856.00
Program 186500 - Community Events										
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CH6-Y4TF-HTGH	18-Amazon LED garage light/bluetooth smart color lighting	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	388.98
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$388.98
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CRJ-CJLM-NVDG	18-Amazon Table covers/sandbags/coloring posters/canopy	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	557.41
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$557.41
Program 186500 - Community Events Totals									Invoice Transactions 2	\$946.39
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1V44-9VYT-61WW	18- Amazon sandbags	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	73.99
2689 - Greendell Landscape Solutions, INC	0248322-IN	18-15 yds bulk compost	Paid by EFT # 51272		02/21/2023	02/21/2023	03/03/2023		03/03/2023	1,020.75
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$1,094.74
Program 186502 - Community Events-Gardens Totals									Invoice Transactions 2	\$1,094.74
Program 187001 - Adult Sports-Softball										
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114717	18- TLRC/TLSP Supervisor Jacket	Paid by EFT # 51379		02/21/2023	02/21/2023	03/03/2023		03/03/2023	62.98
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$62.98



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53320 - Advertising										
6100 - Boxwood Technology, INC	4014290	18-Job posting with NRPA - Sports Specialist	Paid by EFT # 51224		02/21/2023	02/21/2023	03/03/2023		03/03/2023	124.00
Account 53320 - Advertising Totals									Invoice Transactions 1	<u>\$124.00</u>
Account 53650 - Other Repairs										
2974 - MacAllister Machinery Co, INC	R67504009401	18 - TLRC Scissor Lift Inspection & Repairs	Paid by EFT # 51309		02/21/2023	02/21/2023	03/03/2023		03/03/2023	251.95
Account 53650 - Other Repairs Totals									Invoice Transactions 1	<u>\$251.95</u>
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 3	<u>\$438.93</u>
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1PR3-941F-LYH1	18-Amazon Kitchen Paper Towels/hand soap/trash bags	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	137.72
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$137.72</u>
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1C31-GCMW-HP6V	18-Amazon sanitizing bucket/bleach/chlorine strip testing kit	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	117.89
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	<u>\$117.89</u>
Account 53610 - Building Repairs										
199 - Monroe County Government	010323BBCC	18 Health Dept annual kitchen inspection 2023 -BCC	Paid by Check # 76782		02/21/2023	02/21/2023	03/03/2023		03/03/2023	165.00
199 - Monroe County Government	2022BBCC	18-Health Dept annual kitchen inspection 2022	Paid by Check # 76783		02/21/2023	02/21/2023	03/03/2023		03/03/2023	82.50
Account 53610 - Building Repairs Totals									Invoice Transactions 2	<u>\$247.50</u>
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5781	18 Banneker Cleaning Service - January 2023	Paid by EFT # 51255		02/21/2023	02/21/2023	03/03/2023		03/03/2023	410.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$410.00</u>
Program 187500 - Banneker Totals									Invoice Transactions 5	<u>\$913.11</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DKC-WPRM-DGTC	18-Amazon BlueSeal Urinal Liquid/Bannan Boat sunscreen	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	721.94



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QGG-WPDF- GFNH	18-Amazon Waterkess Blueseal Urinal Liquid	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	312.12
9269 - Ferguson Facilities Supply, HP Products #3400	0540399-2	18-Custodial & PPE supplies; wipes and grip & grab reach tools	Paid by EFT # 51264		02/21/2023	02/21/2023	03/03/2023		03/03/2023	255.32
9269 - Ferguson Facilities Supply, HP Products #3400	0540399-3	18-3 cases of wipes	Paid by EFT # 51264		02/21/2023	02/21/2023	03/03/2023		03/03/2023	196.95
394 - Kleindorfer Hardware & Variety	724847	18-roller/brushes, paint for graffiti, bucket/shovels for grills	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	100.87
15449 - Rosen & Rosen Industries (R&R Industries)	639631	18-(73) Safety vests for seasonal staff (Ops Division & SYP)	Paid by EFT # 51345		02/21/2023	02/21/2023	03/03/2023		03/03/2023	300.00
Account 52210 - Institutional Supplies Totals									Invoice Transactions 6	<u>\$1,887.20</u>
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	496847	18-Microfiber towels, interior detailer	Paid by EFT # 51355		02/21/2023	02/21/2023	03/03/2023		03/03/2023	27.42
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 1	<u>\$27.42</u>
Account 52310 - Building Materials and Supplies										
50594 - Barry Company, INC	055972	18-12x12x15 catch basin for drainage work @ Sherwood Oaks Park	Paid by EFT # 51211		02/21/2023	02/21/2023	03/03/2023		03/03/2023	106.34
50594 - Barry Company, INC	056171	18-Materials for drainage work @ Sherwood Oaks Park	Paid by EFT # 51211		02/21/2023	02/21/2023	03/03/2023		03/03/2023	317.51
409 - Black Lumber Co. INC	531654	18-treated lumber for boardwalk at Bryan Park	Paid by EFT # 51214		02/21/2023	02/21/2023	03/03/2023		03/03/2023	38.97
394 - Kleindorfer Hardware & Variety	759326	18-drill bits	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	8.40
394 - Kleindorfer Hardware & Variety	723622	18-6 40lb concrete for two Cascades signs	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	39.00
394 - Kleindorfer Hardware & Variety	724938	18-6 40lb concrete for two Cascades signs	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	39.00
394 - Kleindorfer Hardware & Variety	724956	18-hydraulic table for shop use	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	348.38
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 7	<u>\$897.60</u>
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5776811	18-slim LED canopy motion; LED flood light	Paid by EFT # 51197		02/21/2023	02/21/2023	03/03/2023		03/03/2023	525.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5776918	18-LED 2 head emergency light; LED post top lamp	Paid by EFT # 51197		02/21/2023	02/21/2023	03/03/2023		03/03/2023	276.30
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	2689	18-Labor/parts for install of (2) springs on SYMB east door	Paid by EFT # 51230		02/21/2023	02/21/2023	03/03/2023		03/03/2023	250.00
394 - Kleindorfer Hardware & Variety	724677	18-drill bits bolt extractors for TLRC basketball goal	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	13.83
394 - Kleindorfer Hardware & Variety	724847	18-roller/brushes, paint for graffiti, bucket/shovels for grills	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	149.71
1400 - The Tway Company, INC	083113	18-(2) sets of lifting straps for vehicle # 875	Paid by EFT # 51365		02/21/2023	02/21/2023	03/03/2023		03/03/2023	134.62
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 6										\$1,349.46
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1C31-GCMW-J9Q1	18- Amazon Golf balls/Office chair mat	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	108.98
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QL4-L49J-14YY	18- Amazon HDMI Adapter	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	14.98
651 - Engraving & Stamp Center, INC	42235	18-(3) office door name/title plates for Ops Center	Paid by EFT # 51259		02/21/2023	02/21/2023	03/03/2023		03/03/2023	22.48
394 - Kleindorfer Hardware & Variety	619275	18-3 oak dowels	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	8.97
394 - Kleindorfer Hardware & Variety	724104	18-1 plant hanger (wall bracket for storage room)	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	13.99
Account 52420 - Other Supplies Totals Invoice Transactions 5										\$169.40
Account 53130 - Medical										
231 - IU Health OCC Health Services	00141197-00	18-DOT drug screenings - Barnes 1-27-23	Paid by EFT # 51292		02/21/2023	02/21/2023	03/03/2023		03/03/2023	50.00
231 - IU Health OCC Health Services	00141199-00	18-Hep B vaccines - Hazel 1-30-2023	Paid by EFT # 51292		02/21/2023	02/21/2023	03/03/2023		03/03/2023	130.00
231 - IU Health OCC Health Services	00141200-00	18-DOT drug screening - Hollingsworth 1-27-23	Paid by EFT # 51292		02/21/2023	02/21/2023	03/03/2023		03/03/2023	50.00
231 - IU Health OCC Health Services	00141201-00	18-Random DOT drug screening - Turpin - 1-27-23	Paid by EFT # 51292		02/21/2023	02/21/2023	03/03/2023		03/03/2023	50.00
Account 53130 - Medical Totals Invoice Transactions 4										\$280.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53610 - Building Repairs										
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	2689	18-Labor/parts for install of (2) springs on SYMB east door	Paid by EFT # 51230		02/21/2023	02/21/2023	03/03/2023		03/03/2023	800.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	<u>\$800.00</u>
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2694	18-Security Services January 2023	Paid by EFT # 51310		02/21/2023	02/21/2023	03/03/2023		03/03/2023	14,388.38
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$14,388.38</u>
Program 189000 - Operations Totals									Invoice Transactions 31	<u>\$19,799.46</u>
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	724270	18- SYP Misc Hardware; roller covers, foam cleaner, lid lifter	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	32.74
394 - Kleindorfer Hardware & Variety	724281	18- SYP Misc Hardware; scissors, grease, Bar Keepers Friend	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	19.96
15449 - Rosen & Rosen Industries (R&R Industries)	639631	18-(73) Safety vests for seasonal staff (Ops Division & SYP)	Paid by EFT # 51345		02/21/2023	02/21/2023	03/03/2023		03/03/2023	120.50
Account 52420 - Other Supplies Totals									Invoice Transactions 3	<u>\$173.20</u>
Account 53990 - Other Services and Charges										
912 - Central Security Systems, INC	515177	18-SYP Pavilion Commercial Fire Alarm Monitoring (3/1- 5/31/23)	Paid by EFT # 51239		02/21/2023	02/21/2023	03/03/2023		03/03/2023	147.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$147.00</u>
Program 189006 - Switchyard Property Totals									Invoice Transactions 4	<u>\$320.20</u>
Program 189500 - Landscaping										
Account 52210 - Institutional Supplies										
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	OS0302937786	18 - UGS laundry soap for washing volunteer gloves & vests	Paid by EFT # 51216		02/21/2023	02/21/2023	03/03/2023		03/03/2023	25.98
15449 - Rosen & Rosen Industries (R&R Industries)	639631	18-(73) Safety vests for seasonal staff (Ops Division & SYP)	Paid by EFT # 51345		02/21/2023	02/21/2023	03/03/2023		03/03/2023	194.07
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	<u>\$220.05</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 52420 - Other Supplies										
651 - Engraving & Stamp Center, INC	42235	18-(3) office door name/title plates for Ops Center	Paid by EFT # 51259		02/21/2023	02/21/2023	03/03/2023		03/03/2023	49.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$49.00
								Program 189500 - Landscaping Totals	Invoice Transactions 3	\$269.05
Program 189501 - Cemeteries										
Account 52210 - Institutional Supplies										
15449 - Rosen & Rosen Industries (R&R Industries)	639631	18-(73) Safety vests for seasonal staff (Ops Division & SYP)	Paid by EFT # 51345		02/21/2023	02/21/2023	03/03/2023		03/03/2023	100.00
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	\$100.00
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	530997	18- CEM 6 sheets plywood for burials	Paid by EFT # 51214		02/21/2023	02/21/2023	03/03/2023		03/03/2023	239.70
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	\$239.70
								Program 189501 - Cemeteries Totals	Invoice Transactions 2	\$339.70
Program 189503 - Urban Forestry										
Account 52210 - Institutional Supplies										
15449 - Rosen & Rosen Industries (R&R Industries)	639631	18-(73) Safety vests for seasonal staff (Ops Division & SYP)	Paid by EFT # 51345		02/21/2023	02/21/2023	03/03/2023		03/03/2023	100.00
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	\$100.00
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	CI23003792	18-UF Spill kit	Paid by EFT # 51195		02/21/2023	02/21/2023	03/03/2023		03/03/2023	81.13
394 - Kleindorfer Hardware & Variety	724513	18-key ring, 3 keys made, marking paint	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	17.50
786 - Richard's Small Engine, INC	493624	18- UF Arborist tools; telescopic battery pole, bull rope deplo	Paid by EFT # 51342		02/21/2023	02/21/2023	03/03/2023		03/03/2023	753.56
								Account 52420 - Other Supplies Totals	Invoice Transactions 3	\$852.19
Account 53130 - Medical										
231 - IU Health OCC Health Services	00141198-00	18-Random DOT drug screenings - Ellis 1-30-23	Paid by EFT # 51292		02/21/2023	02/21/2023	03/03/2023		03/03/2023	110.00
								Account 53130 - Medical Totals	Invoice Transactions 1	\$110.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	11646	18-pruning and haul away debris - 1100 W. 4th St.	Paid by EFT # 51220		02/21/2023	02/21/2023	03/03/2023		03/03/2023	1,571.75
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$1,571.75
Program 189503 - Urban Forestry Totals							Invoice Transactions	6		\$2,633.94
Department 18 - Parks & Recreation Totals							Invoice Transactions	87		\$61,622.16
Fund 200 - Parks and Recreation Gen (S1301) Totals							Invoice Transactions	87		\$61,622.16
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2694	18-Security Services January 2023	Paid by EFT # 51310		02/21/2023	02/21/2023	03/03/2023		03/03/2023	3,793.12
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$3,793.12
Program 181000 - Administration Totals							Invoice Transactions	1		\$3,793.12
Program 181001 - Health & Wellness										
Account 53990 - Other Services and Charges										
6110 - Darrelyn Valdez	020723	18- SYP Fitness	Paid by EFT # 51375		02/21/2023	02/21/2023	03/03/2023		03/03/2023	37.50
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$37.50
Program 181001 - Health & Wellness Totals							Invoice Transactions	1		\$37.50
Program 182001 - Aquatics - Bryan Pool										
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	110617	18-8x4 banners @ TLRC & Bryan Pool for Sylvan Learning Center	Paid by EFT # 51341		02/21/2023	02/21/2023	03/03/2023		03/03/2023	96.00
Account 53310 - Printing Totals							Invoice Transactions	1		\$96.00
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions	1		\$96.00
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
4550 - Crown Awards	36075537	18-FSC House Hockey Awards (Trophies)	Paid by EFT # 51246		02/21/2023	02/21/2023	03/03/2023		03/03/2023	1,060.52
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$1,060.52



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53940 - Temporary Contractual Employee										
8575 - Christopher John Swazuk	012223	18-Hockey Initiation Instructor	Paid by EFT # 51360		02/21/2023	02/21/2023	03/03/2023		03/03/2023	127.50
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	1	\$127.50
Program 182500 - Frank Southern Center Totals								Invoice Transactions	2	\$1,188.02
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1N7J-6RX7-431F	18-FSC Coffee Cup sleeves	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	32.69
4099 - Gold Medal Products CO.	175189	18-FSC Concessions Items Purchased 2-13-2023	Paid by EFT # 51269		02/21/2023	02/21/2023	03/03/2023		03/03/2023	171.75
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	2	\$204.44
Account 52420 - Other Supplies										
4550 - Crown Awards	36075537	18-FSC House Hockey Awards (Trophies)	Paid by EFT # 51246		02/21/2023	02/21/2023	03/03/2023		03/03/2023	.39
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$0.39
Program 182501 - Frank Southern Center Concession Totals								Invoice Transactions	3	\$204.83
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
205 - City Of Bloomington	100341907	18 - Cascades Monarch Beer	Paid by Check # 76773		02/21/2023	02/21/2023	03/03/2023		03/03/2023	1,221.50
5819 - Synchrony Bank	2987	18 - Cascades Chips, Candy, Buns, etc. for the snack bar	Paid by Check # 76789		02/21/2023	02/21/2023	03/03/2023		03/03/2023	242.00
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	2	\$1,463.50
Program 183500 - Golf Services Totals								Invoice Transactions	2	\$1,463.50
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	914926802	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76770		02/21/2023	02/21/2023	03/03/2023		03/03/2023	2,050.03
4072 - Acushnet Company	914936911	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76770		02/21/2023	02/21/2023	03/03/2023		03/03/2023	306.61
4072 - Acushnet Company	914952994	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76770		02/21/2023	02/21/2023	03/03/2023		03/03/2023	4,364.27
4072 - Acushnet Company	914953001	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76770		02/21/2023	02/21/2023	03/03/2023		03/03/2023	48.71
4072 - Acushnet Company	914936816	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76770		02/21/2023	02/21/2023	03/03/2023		03/03/2023	836.42



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	914964409	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76770		02/21/2023	02/21/2023	03/03/2023		03/03/2023	1,080.45
4072 - Acushnet Company	914973987	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76770		02/21/2023	02/21/2023	03/03/2023		03/03/2023	253.60
4072 - Acushnet Company	914973996	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76770		02/21/2023	02/21/2023	03/03/2023		03/03/2023	4,846.13
4072 - Acushnet Company	914919720	18 - Cascades Credit Memo-Team Titleist Partner Program	Paid by Check # 76770		02/21/2023	02/21/2023	03/03/2023		03/03/2023	(372.00)
53619 - Ping, INC	16706105	18 - Credit Memo	Paid by EFT # 51334		02/21/2023	02/21/2023	03/03/2023		03/03/2023	(107.60)
53619 - Ping, INC	16714377	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51334		02/21/2023	02/21/2023	03/03/2023		03/03/2023	662.96
53619 - Ping, INC	16728724	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51334		02/21/2023	02/21/2023	03/03/2023		03/03/2023	413.77
53619 - Ping, INC	16730698	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51334		02/21/2023	02/21/2023	03/03/2023		03/03/2023	1,656.96
53619 - Ping, INC	16722214	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51334		02/21/2023	02/21/2023	03/03/2023		03/03/2023	342.21
53619 - Ping, INC	16722223	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51334		02/21/2023	02/21/2023	03/03/2023		03/03/2023	1,735.32
53619 - Ping, INC	16722225	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51334		02/21/2023	02/21/2023	03/03/2023		03/03/2023	1,514.50
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	16		<u>\$19,632.34</u>
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions	16		<u>\$19,632.34</u>
Program 184501 - Youth Services-Kid City Camps										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	29610	18-Kid City 2023 camp registration opens 3/3 postcard print mai	Paid by EFT # 51194		02/21/2023	02/21/2023	03/03/2023		03/03/2023	625.20
Account 53310 - Printing Totals							Invoice Transactions	1		<u>\$625.20</u>
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions	1		<u>\$625.20</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RMP-VGKC-KJKJ	18-Amazon industrial spray head/Van Accessible sign	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	15.11
7663 - HB Warehouse LLC (Resource Services)	5776	18 - TLRC Industrial Maint. Supplies; tissue, paper towels, etc	Paid by EFT # 51275		02/21/2023	02/21/2023	03/03/2023		03/03/2023	592.06



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	5796	18 - TLRC Industrial Maint Supplies; toilet tissue, mop pads	Paid by EFT # 51275		02/21/2023	02/21/2023	03/03/2023		03/03/2023	186.64
5819 - Synchrony Bank	1025	18 - TLRC Industrial Maintenance Supplies; trash bags, mops, spr	Paid by Check # 76789		02/21/2023	02/21/2023	03/03/2023		03/03/2023	168.72
Account 52210 - Institutional Supplies Totals									Invoice Transactions 4	\$962.53
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RMP-VGKC-KJKJ	18-Amazon industrial spray head/Van Accessible sign	Paid by EFT # 51198		02/21/2023	02/21/2023	03/03/2023		03/03/2023	95.80
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$95.80
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	13166	18- TLRC Staff Shirts	Paid by EFT # 51192		02/21/2023	02/21/2023	03/03/2023		03/03/2023	732.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$732.00
Account 53310 - Printing										
818 - Everywhere Signs, LLC	61436	18-5x3 turf field banner @ TLRC for Sylvan Learning Center	Paid by EFT # 51262		02/21/2023	02/21/2023	03/03/2023		03/03/2023	280.00
2895 - Rapid Reproductions, INC	110617	18-8x4 banners @ TLRC & Bryan Pool for Sylvan Learning Center	Paid by EFT # 51341		02/21/2023	02/21/2023	03/03/2023		03/03/2023	96.00
Account 53310 - Printing Totals									Invoice Transactions 2	\$376.00
Account 53610 - Building Repairs										
53657 - Plymate, INC	3157829	18 - TLRC Entry Mats 2 -15-23	Paid by EFT # 51336		02/21/2023	02/21/2023	03/03/2023		03/03/2023	81.62
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$81.62
Account 53630 - Machinery and Equipment Repairs										
2974 - MacAllister Machinery Co, INC	R67504009401	18 - TLRC Scissor Lift Inspection & Repairs	Paid by EFT # 51309		02/21/2023	02/21/2023	03/03/2023		03/03/2023	259.58
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	\$259.58
Program 185000 - Twin Lakes Recreation Center Totals									Invoice Transactions 10	\$2,507.53
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	021623	18-TLRC Fitness Specialist	Paid by EFT # 51210		02/21/2023	02/21/2023	03/03/2023		03/03/2023	218.75
8271 - Morgan Brummett	021523	18-TLRC Fitness Specialist	Paid by EFT # 51231		02/21/2023	02/21/2023	03/03/2023		03/03/2023	125.00
8370 - Alice M Day	021423	18-TLRC Fitness Specialist	Paid by EFT # 51250		02/21/2023	02/21/2023	03/03/2023		03/03/2023	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										
8234 - Paetyn Denson	021623	18-TLRC Fitness Specialist	Paid by EFT # 51253		02/21/2023	02/21/2023	03/03/2023		03/03/2023	300.00
8234 - Paetyn Denson	021623a	18-TLRC Fitness Specialist	Paid by EFT # 51253		02/21/2023	02/21/2023	03/03/2023		03/03/2023	450.00
8399 - Gustavus Alexis McLeod	021423	18-TLRC Fitness Specialist	Paid by EFT # 51311		02/21/2023	02/21/2023	03/03/2023		03/03/2023	125.00
7086 - Rivkah L Moore	021723	18-TLRC Fitness Specialist	Paid by EFT # 51318		02/21/2023	02/21/2023	03/03/2023		03/03/2023	312.50
5007 - Emeline P O'Connor	01172023	18-TLRC Fitness Specialist	Paid by EFT # 51327		02/21/2023	02/21/2023	03/03/2023		03/03/2023	31.25
1973 - Megan M Stark	021723	18-TLRC Fitness Specialist	Paid by EFT # 51358		02/21/2023	02/21/2023	03/03/2023		03/03/2023	690.00
8581 - Catherine M Storm	020223	18-TLRC Fitness Specialist	Paid by EFT # 51359		02/21/2023	02/21/2023	03/03/2023		03/03/2023	62.50
8184 - Emily E Tally	021623	18-TLRC Fitness Specialist	Paid by EFT # 51361		02/21/2023	02/21/2023	03/03/2023		03/03/2023	125.00
7960 - Lauren Wilson (Elae Entertainment Group LLC)	020623	18-TLRC Fitness Specialist	Paid by EFT # 51378		02/21/2023	02/21/2023	03/03/2023		03/03/2023	31.25
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	12	<hr/> \$2,533.75	
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions	12	<hr/> \$2,533.75	
Program 185003 - TLRC-Basketball										
Account 52420 - Other Supplies										
4274 - Charles B Hensley (Midwest Youth Tournaments)	244	18- TLRC 2023 BYB Season III Awards	Paid by EFT # 51280		02/21/2023	02/21/2023	03/03/2023		03/03/2023	941.75
798 - Winters Associates Promotional Products, INC	114717	18- TLRC/TLSP Supervisor Jacket	Paid by EFT # 51379		02/21/2023	02/21/2023	03/03/2023		03/03/2023	108.99
Account 52420 - Other Supplies Totals							Invoice Transactions	2	<hr/> \$1,050.74	
Account 53940 - Temporary Contractual Employee										
8434 - Daniel Cullen Anderson	020823	18-TLRC Basketball Official	Paid by EFT # 51201		02/21/2023	02/21/2023	03/03/2023		03/03/2023	75.00
5519 - Jacob Box	020823	18-TLRC Basketball Official	Paid by EFT # 51223		02/21/2023	02/21/2023	03/03/2023		03/03/2023	425.00
7184 - Larry Branam	020823	18-TLRC Basketball Official	Paid by EFT # 51225		02/21/2023	02/21/2023	03/03/2023		03/03/2023	375.00
8414 - Scott Matthew Burton	020823	18-TLRC Basketball Official	Paid by EFT # 51232		02/21/2023	02/21/2023	03/03/2023		03/03/2023	200.00
20105 - Brandon B Chambers	020923	18-TLRC Basketball Official	Paid by EFT # 51240		02/21/2023	02/21/2023	03/03/2023		03/03/2023	225.00
7276 - Kaitlyn Clementi	021523	18-TLRC Fitness Specialist	Paid by EFT # 51241		02/21/2023	02/21/2023	03/03/2023		03/03/2023	285.00
7147 - Keith E Crittenden	020223	18-TLRC Basketball Official	Paid by EFT # 51245		02/21/2023	02/21/2023	03/03/2023		03/03/2023	100.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
8577 - Zachary Delbello	020223	18-TLRC Basketball Official	Paid by EFT # 51252		02/21/2023	02/21/2023	03/03/2023		03/03/2023	225.00
7537 - Ryan Fitzgerald	020923	18-TLRC Basketball Official	Paid by EFT # 51266		02/21/2023	02/21/2023	03/03/2023		03/03/2023	125.00
8469 - Bradley Moorhead	020722	18-TLRC Basketball Official	Paid by EFT # 51319		02/21/2023	02/21/2023	03/03/2023		03/03/2023	225.00
8566 - Jarrett Phillips	020723	18-TLRC Basketball Official	Paid by EFT # 51333		02/21/2023	02/21/2023	03/03/2023		03/03/2023	150.00
8454 - David Lee Williams	020623	18-TLRC Basketball Official	Paid by EFT # 51377		02/21/2023	02/21/2023	03/03/2023		03/03/2023	75.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	12	\$2,485.00
Program 185003 - TLRC-Basketball Totals								Invoice Transactions	14	\$3,535.74
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	175186	18 - TLRC Concessions Items for Sale 2-13-23	Paid by EFT # 51269		02/21/2023	02/21/2023	03/03/2023		03/03/2023	614.00
4099 - Gold Medal Products CO.	175289	18 - TLRC Concessions Items for Sale 2-20-23	Paid by EFT # 51269		02/21/2023	02/21/2023	03/03/2023		03/03/2023	412.90
8155 - PepsiCo Beverage Sales, LLC	54181556	18 - TLRC Concessions Items for Sale 2-8-23	Paid by EFT # 51332		02/21/2023	02/21/2023	03/03/2023		03/03/2023	621.36
8155 - PepsiCo Beverage Sales, LLC	47207706	18 - TLRC Concessions Items for Sale 2-15-2023	Paid by EFT # 51332		02/21/2023	02/21/2023	03/03/2023		03/03/2023	1,337.16
5819 - Synchrony Bank	1024	18 - TLRC Concessions Items for Sale 2-10-23	Paid by Check # 76789		02/21/2023	02/21/2023	03/03/2023		03/03/2023	416.20
5819 - Synchrony Bank	1824	18 - TLRC Concessions Items for Sale 2-15-2023	Paid by Check # 76789		02/21/2023	02/21/2023	03/03/2023		03/03/2023	12.94
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	6	\$3,414.56
Program 185006 - TLRC-Concessions Totals								Invoice Transactions	6	\$3,414.56
Program 186500 - Community Events										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	724020	18 - Spray paint, brush, tape, zip ties	Paid by EFT # 51299		02/21/2023	02/21/2023	03/03/2023		03/03/2023	69.81
5819 - Synchrony Bank	1958	18 - Card stock	Paid by Check # 76789		02/21/2023	02/21/2023	03/03/2023		03/03/2023	27.68
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$97.49



Board of Park Commissioners Claim Register

Invoice Date Range 02/18/23 - 03/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53230 - Travel										
8508 - Sarah Mullin	12072022	18- Travel IPRA Conference	Paid by EFT # 51321		02/21/2023	02/21/2023	03/03/2023		03/03/2023	190.00
Account 53230 - Travel Totals									Invoice Transactions 1	<u>\$190.00</u>
Account 53990 - Other Services and Charges										
4598 - Susan Lorimer (Big Bounce Fun House Rentals)	12926195	18- Rental of Two Adult Trikes and Bop It Game for Adult Recess	Paid by EFT # 51308		02/21/2023	02/21/2023	03/03/2023		03/03/2023	728.70
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$728.70</u>
Program 186500 - Community Events Totals									Invoice Transactions 4	<u>\$1,016.19</u>
Program 186503 - Community Events-Farmers' Market										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	82116-001 0123	18-Water Sewer Charges January 2023	Paid by Check # 76762		02/22/2023	02/22/2023	02/22/2023		02/22/2023	11.01
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	<u>\$11.01</u>
Program 186503 - Community Events-Farmers' Market Totals									Invoice Transactions 1	<u>\$11.01</u>
Program 187006 - Adult Sports-Concessions										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00319740	18 - TLSP Exhaust Hood Inspection	Paid by EFT # 51303		02/21/2023	02/21/2023	03/03/2023		03/03/2023	495.52
Account 53610 - Building Repairs Totals									Invoice Transactions 1	<u>\$495.52</u>
Program 187006 - Adult Sports-Concessions Totals									Invoice Transactions 1	<u>\$495.52</u>
Department 18 - Parks & Recreation Totals									Invoice Transactions 75	<u>\$40,554.81</u>
Fund 201 - Parks and Rec Non Reverting Totals									Invoice Transactions 75	<u>\$40,554.81</u>
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
3444 - Rundell Ernstberger Associates, INC	2022-1663-05	18-Bicentennial Gateway Project - Phase 1-services thru 1/31/23	Paid by EFT # 51347		02/21/2023	02/21/2023	03/03/2023		03/03/2023	536.00
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 1	<u>\$536.00</u>
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals									Invoice Transactions 1	<u>\$536.00</u>
Department 18 - Parks & Recreation Totals									Invoice Transactions 1	<u>\$536.00</u>
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals									Invoice Transactions 1	<u>\$536.00</u>
Grand Totals									Invoice Transactions 164	<u>\$102,712.97</u>

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/03/23	Claims				\$102,712.97
					<u>\$102,712.97</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 \$102,712.97 3/3/2023

Dated this ____ day of _____ year of 20____.

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

Fiscal Office_____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/10/2023	Payroll				151,977.64
					.
					151,977.64

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 **\$ 151,977.64**

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 03/04/23 - 03/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2504566	18-bookends and labels	Paid by EFT # 51540		03/07/2023	03/07/2023	03/17/2023		03/17/2023	36.08
5099 - Office Three Sixty, INC	2507799	18-highlighters, dry erase, laminating pouch	Paid by EFT # 51540		03/07/2023	03/07/2023	03/17/2023		03/17/2023	41.84
Account 52110 - Office Supplies Totals							Invoice Transactions 2			\$77.92
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114727	18- staff uniforms	Paid by EFT # 51609		03/07/2023	03/07/2023	03/17/2023		03/17/2023	55.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1			\$55.00
Program 181000 - Administration Totals							Invoice Transactions 3			\$132.92
Program 181100 - Marketing										
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114727	18- staff uniforms	Paid by EFT # 51609		03/07/2023	03/07/2023	03/17/2023		03/17/2023	88.00
798 - Winters Associates Promotional Products, INC	114748	18-staff logo wear for graphic designer position	Paid by EFT # 51609		03/07/2023	03/07/2023	03/17/2023		03/17/2023	90.62
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 2			\$178.62
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40316	18-Cascades 10-Punch 18 hole play cards #250	Paid by EFT # 51416		03/07/2023	03/07/2023	03/17/2023		03/17/2023	50.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40313	18-March Kids Kraze #915	Paid by EFT # 51416		03/07/2023	03/07/2023	03/17/2023		03/17/2023	320.25
Account 53310 - Printing Totals							Invoice Transactions 2			\$370.25
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0005352316	18-February 2023 display advertising & legal notices	Paid by EFT # 51485		03/07/2023	03/07/2023	03/17/2023		03/17/2023	564.46
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1230236860	18-30-sec spots for Pet Expo on WBWB-Feb 2023	Paid by EFT # 51571		03/07/2023	03/07/2023	03/17/2023		03/17/2023	375.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1230236901	18-30-sec spots for Pet Expo on WHCC-Feb 2023	Paid by EFT # 51571		03/07/2023	03/07/2023	03/17/2023		03/17/2023	375.00
Account 53320 - Advertising Totals							Invoice Transactions 3			\$1,314.46
Program 181100 - Marketing Totals							Invoice Transactions 7			\$1,863.33



Board of Park Commissioners Claim Register

Invoice Date Range 03/04/23 - 03/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3146340291	18-FSC Propane for Zamboni 1-30-2023	Paid by EFT # 51422		03/07/2023	03/07/2023	03/17/2023		03/17/2023	95.89
2708 - AmeriGas Propane, LP	3147196100	18-FSC Propane for Zamboni 2-20-2023	Paid by EFT # 51422		03/07/2023	03/07/2023	03/17/2023		03/17/2023	109.86
2708 - AmeriGas Propane, LP	3147459879	18-FSC Propane for Zamboni 2-27-2023	Paid by EFT # 51422		03/07/2023	03/07/2023	03/17/2023		03/17/2023	100.01
Account 52240 - Fuel and Oil Totals							Invoice Transactions 3			\$305.76
Program 182500 - Frank Southern Center Totals							Invoice Transactions 3			\$305.76
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4458 - SiteOne Landscape Supply Holding, LLC	124412306-001	18 - Cascades Chemicals	Paid by EFT # 51570		03/07/2023	03/07/2023	03/17/2023		03/17/2023	7,579.14
4458 - SiteOne Landscape Supply Holding, LLC	124412334-001	18 - Cascades Chemicals	Paid by EFT # 51570		03/07/2023	03/07/2023	03/17/2023		03/17/2023	1,253.80
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 2			\$8,832.94
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	134331	18 - Cascades Tools, mole trap & killer supplies, woodcutters	Paid by Check # 76817		03/07/2023	03/07/2023	03/17/2023		03/17/2023	239.95
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$239.95
Account 53630 - Machinery and Equipment Repairs										
4574 - John Deere Financial f.s.b. (Rural King)	131976	18 - Cascades Tractor Repair Part	Paid by Check # 76817		03/07/2023	03/07/2023	03/17/2023		03/17/2023	397.54
Account 53630 - Machinery and Equipment Repairs Totals							Invoice Transactions 1			\$397.54
Program 183500 - Golf Services Totals							Invoice Transactions 4			\$9,470.43
Program 184000 - Natural Resources										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	13164	18- (31) BPRD Staff T-shirts	Paid by EFT # 51413		03/07/2023	03/07/2023	03/17/2023		03/17/2023	237.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1			\$237.00
Account 53910 - Dues and Subscriptions										
204 - State Of Indiana	621070	18-Background Checks 2 Seasonal New Hires	Paid by Check # 76825		03/07/2023	03/07/2023	03/17/2023		03/17/2023	7.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			\$7.00
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	17552	18-Wapehani Restroom Service - February 2023	Paid by EFT # 51591		03/07/2023	03/07/2023	03/17/2023		03/17/2023	20.00
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 1			\$20.00
Program 184000 - Natural Resources Totals							Invoice Transactions 3			\$264.00



Board of Park Commissioners Claim Register

Invoice Date Range 03/04/23 - 03/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	70924	18 - Dog treats and flashlights	Paid by Check # 76817		03/07/2023	03/07/2023	03/17/2023		03/17/2023	23.96
5099 - Office Three Sixty, INC	2507799	18-highlighters, dry erase, laminating pouch	Paid by EFT # 51540		03/07/2023	03/07/2023	03/17/2023		03/17/2023	43.66
5819 - Synchrony Bank	5541	18- fire pits (2)	Paid by Check # 76828		03/07/2023	03/07/2023	03/17/2023		03/17/2023	115.84
Account 52420 - Other Supplies Totals							Invoice Transactions 3			<u>\$183.46</u>
Program 186500 - Community Events Totals							Invoice Transactions 3			<u>\$183.46</u>
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	533755	18-Community Garden Supplies - chicken wire, markers, cable ties	Paid by EFT # 51437		03/07/2023	03/07/2023	03/17/2023		03/17/2023	82.93
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$82.93</u>
Program 186502 - Community Events-Gardens Totals							Invoice Transactions 1			<u>\$82.93</u>
Program 187202 - Youth Sports-Winslow										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	725480	18- Winslow 2023 Lightbulbs for Jr. Score tower	Paid by EFT # 51515		03/07/2023	03/07/2023	03/17/2023		03/17/2023	43.47
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1			<u>\$43.47</u>
Account 53650 - Other Repairs										
448 - Donald R Goodwin (Bullseye Utility Locating)	2297	18- Winslow 2023 Utility Locating for Sr. Side Batting Cage	Paid by EFT # 51488		03/07/2023	03/07/2023	03/17/2023		03/17/2023	200.00
Account 53650 - Other Repairs Totals							Invoice Transactions 1			<u>\$200.00</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003090731	18-Landfill March 2023 Winslow	Paid by EFT # 51402		03/08/2023	03/08/2023	03/08/2023		03/08/2023	252.75
Account 53950 - Landfill Totals							Invoice Transactions 1			<u>\$252.75</u>
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions 3			<u>\$496.22</u>
Program 187500 - Banneker										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62099	18-Background Check for 1 Seasonal New Hire	Paid by Check # 76825		03/07/2023	03/07/2023	03/17/2023		03/17/2023	7.00



Board of Park Commissioners Claim Register

Invoice Date Range 03/04/23 - 03/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	621070	18-Background Checks 2 Seasonal New Hires	Paid by Check # 76825		03/07/2023	03/07/2023	03/17/2023		03/17/2023	7.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$14.00
Program 187500 - Banneker Totals							Invoice Transactions	2		\$14.00
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0548731	18-trash bags	Paid by EFT # 51479		03/07/2023	03/07/2023	03/17/2023		03/17/2023	187.15
9269 - Ferguson Facilities Supply, HP Products #3400	0551391	18-Custodial supplies; tissue dispenser, bath tissue	Paid by EFT # 51479		03/07/2023	03/07/2023	03/17/2023		03/17/2023	530.56
9269 - Ferguson Facilities Supply, HP Products #3400	0546193	18-Custodial & PPE supplies: Wipes	Paid by EFT # 51479		03/07/2023	03/07/2023	03/17/2023		03/17/2023	1,313.00
Account 52210 - Institutional Supplies Totals							Invoice Transactions	3		\$2,030.71
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	533322	18-ceiling fan and SYP maint supplies	Paid by EFT # 51437		03/07/2023	03/07/2023	03/17/2023		03/17/2023	82.91
394 - Kleindorfer Hardware & Variety	723445	18-thread seals, sink basket gaskets	Paid by EFT # 51515		03/07/2023	03/07/2023	03/17/2023		03/17/2023	7.37
365 - Rogers Group, INC	0071193635	18-Stone for Sherwood Oaks drainage	Paid by EFT # 51563		03/07/2023	03/07/2023	03/17/2023		03/17/2023	46.73
365 - Rogers Group, INC	0713012273	18-Stone for Sherwood Oaks drainage	Paid by EFT # 51563		03/07/2023	03/07/2023	03/17/2023		03/17/2023	24.00
365 - Rogers Group, INC	0713012327	18- stone for Sherwood Oaks Park	Paid by EFT # 51563		03/07/2023	03/07/2023	03/17/2023		03/17/2023	24.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions	5		\$185.01
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5779928	18-3 LED can light bulbs for RCA Parking Lot	Paid by EFT # 51420		03/07/2023	03/07/2023	03/17/2023		03/17/2023	395.71
5415 - Allied Wholesale Electrical Supply, LLC	5781018	18-(3) medium socket reducer	Paid by EFT # 51420		03/07/2023	03/07/2023	03/17/2023		03/17/2023	17.30
5415 - Allied Wholesale Electrical Supply, LLC	5781021	18- (8) LED dark sky compliant bulbs for Butler Park	Paid by EFT # 51420		03/07/2023	03/07/2023	03/17/2023		03/17/2023	603.86
5415 - Allied Wholesale Electrical Supply, LLC	5781066	18- (5) socket adapters for LED bulbs for Butler Park	Paid by EFT # 51420		03/07/2023	03/07/2023	03/17/2023		03/17/2023	28.83



Board of Park Commissioners Claim Register

Invoice Date Range 03/04/23 - 03/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	M4002523	18-Parts for Bad Boy Rogue mower @ Olcott Park	Paid by EFT # 51449		03/07/2023	03/07/2023	03/17/2023		03/17/2023	136.29
394 - Kleindorfer Hardware & Variety	725279	18-wax rings, magnet, Fix-it-Stick, Gorilla glue, hair/clog snak	Paid by EFT # 51515		03/07/2023	03/07/2023	03/17/2023		03/17/2023	13.96
394 - Kleindorfer Hardware & Variety	725219	18-plastic pail, paint, roller handle, roller cover, tread tex	Paid by EFT # 51515		03/07/2023	03/07/2023	03/17/2023		03/17/2023	26.34
786 - Richard's Small Engine, INC	495001	18-motor gear drive for Scaggs	Paid by EFT # 51560		03/07/2023	03/07/2023	03/17/2023		03/17/2023	88.15
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	8	\$1,310.44
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	725279	18-wax rings, magnet, Fix-it-Stick, Gorilla glue, hair/clog snak	Paid by EFT # 51515		03/07/2023	03/07/2023	03/17/2023		03/17/2023	20.47
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$20.47
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	13277	18-Screened logo wear for RFT/Union employees	Paid by EFT # 51413		03/07/2023	03/07/2023	03/17/2023		03/17/2023	711.00
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	1	\$711.00
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52409732030323	18-Natural Gas Ops - 01/30/23-02/27/23	Paid by Check # 76805		03/08/2023	03/08/2023	03/08/2023		03/08/2023	292.61
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$292.61
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	S3159290	18-Floor mat services @ RH/Ops Office- 2/22/23	Paid by EFT # 51551		03/07/2023	03/07/2023	03/17/2023		03/17/2023	19.23
53657 - Plymate, INC	S3159289	18-Floor mat services @ Ops Ctr -2/22/23	Paid by EFT # 51551		03/07/2023	03/07/2023	03/17/2023		03/17/2023	7.66
4175 - The Stables Events, LLC (Izzy's Rentals)	17550	18-restroom pumping/cleaning - RCA Park - Febraury 2023	Paid by EFT # 51591		03/07/2023	03/07/2023	03/17/2023		03/17/2023	105.00
4175 - The Stables Events, LLC (Izzy's Rentals)	17551	18-Year-round pumping/cleaning of (8) port-a-let units-Feb 2023	Paid by EFT # 51591		03/07/2023	03/07/2023	03/17/2023		03/17/2023	640.00
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	4	\$771.89



Board of Park Commissioners Claim Register

Invoice Date Range 03/04/23 - 03/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003090730	18-Landfill February 2023 Ops Adams	Paid by EFT # 51402		03/08/2023	03/08/2023	03/08/2023		03/08/2023	759.34
Account 53950 - Landfill Totals									Invoice Transactions 1	\$759.34
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2727	18-Security Services (B-Line) - 2/1-2/28/2023	Paid by EFT # 51522		03/07/2023	03/07/2023	03/17/2023		03/17/2023	16,422.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$16,422.00
Program 189000 - Operations Totals									Invoice Transactions 25	\$22,503.47
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I335678	18- SYP Microfiber Cloths and Multi-Surface Cleaner	Paid by Check # 76812		03/07/2023	03/07/2023	03/17/2023		03/17/2023	92.50
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$92.50
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	723006	18- SYP Hardware for Vandalism Repair; plastic wood, screws,	Paid by EFT # 51515		03/07/2023	03/07/2023	03/17/2023		03/17/2023	13.38
394 - Kleindorfer Hardware & Variety	723187	18- SYP picture hanging hardware for Pavilion	Paid by EFT # 51515		03/07/2023	03/07/2023	03/17/2023		03/17/2023	18.45
394 - Kleindorfer Hardware & Variety	722588	18-drywall tape, Fast N Final, 3/4" med sheet	Paid by EFT # 51515		03/07/2023	03/07/2023	03/17/2023		03/17/2023	9.37
4443 - The Sherwin Williams Company	4423-3	18-SYP Paint for Pavilion interior walls (1 can)	Paid by EFT # 51590		03/07/2023	03/07/2023	03/17/2023		03/17/2023	18.79
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 4	\$59.99
Account 53610 - Building Repairs										
1537 - Indiana Door & Hardware Specialties, INC	9223AA	18- SYP Spray Pad Restroom Door sweeps and LCN closers	Paid by Check # 76813		03/07/2023	03/07/2023	03/17/2023		03/17/2023	342.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$342.00
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3159406	18 SYP Vestibule Rug Service 02/22/23	Paid by EFT # 51551		03/07/2023	03/07/2023	03/17/2023		03/17/2023	114.33
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$114.33



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003090281	18 -SYP 8 Yard Dumpster - February 2023	Paid by EFT # 51402		03/08/2023	03/08/2023	03/08/2023		03/08/2023	175.00
Account 53950 - Landfill Totals									Invoice Transactions 1	<u>\$175.00</u>
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2728	18-Security Services (SYP) - 2/1-2/28/2023	Paid by EFT # 51522		03/07/2023	03/07/2023	03/17/2023		03/17/2023	5,712.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$5,712.00</u>
Program 189006 - Switchyard Property Totals									Invoice Transactions 9	<u>\$6,495.82</u>
Program 189500 - Landscaping										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	723047	18-2 keys made and 1 keychain	Paid by EFT # 51515		03/07/2023	03/07/2023	03/17/2023		03/17/2023	6.49
5099 - Office Three Sixty, INC	2507799	18-highlighters, dry erase, laminating pouch	Paid by EFT # 51540		03/07/2023	03/07/2023	03/17/2023		03/17/2023	46.20
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$52.69</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	13277	18-Screened logo wear for RFT/Union employees	Paid by EFT # 51413		03/07/2023	03/07/2023	03/17/2023		03/17/2023	300.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	<u>\$300.00</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	201466-0011222	18-Water Sewer Charges Landscaping - December 2022	Paid by Check # 76803		03/08/2023	03/08/2023	03/08/2023		03/08/2023	44.47
208 - City Of Bloomington Utilities	201467-0011222	18-Water Sewer Charges Landscaping - December 2022	Paid by Check # 76803		03/08/2023	03/08/2023	03/08/2023		03/08/2023	44.47
Account 53530 - Water and Sewer Totals									Invoice Transactions 2	<u>\$88.94</u>
Program 189500 - Landscaping Totals									Invoice Transactions 5	<u>\$441.63</u>
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	723444	18-epoxy putty	Paid by EFT # 51515		03/07/2023	03/07/2023	03/17/2023		03/17/2023	13.78
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$13.78</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	13277	18-Screened logo wear for RFT/Union employees	Paid by EFT # 51413		03/07/2023	03/07/2023	03/17/2023		03/17/2023	55.00
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	\$55.00
								Program 189501 - Cemeteries Totals	Invoice Transactions 2	\$68.78
Program 189503 - Urban Forestry										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	13277	18-Screened logo wear for RFT/Union employees	Paid by EFT # 51413		03/07/2023	03/07/2023	03/17/2023		03/17/2023	118.00
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	\$118.00
Account 53170 - Mgt. Fee, Consultants, and Workshops										
3560 - First Financial Bank / Credit Cards	3NP40556PG25 2480	18- Monroe County Garden Fair & Conference booth rental-4/15/23	Paid by Check # 76810		03/07/2023	03/07/2023	03/17/2023		03/17/2023	125.00
								Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 1	\$125.00
								Program 189503 - Urban Forestry Totals	Invoice Transactions 2	\$243.00
								Department 18 - Parks & Recreation Totals	Invoice Transactions 72	\$42,565.75
								Fund 200 - Parks and Recreation Gen (S1301) Totals	Invoice Transactions 72	\$42,565.75
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53990 - Other Services and Charges										
6110 - Darrelyn Valdez	022823	18- SYP Fitness	Paid by EFT # 51601		03/07/2023	03/07/2023	03/17/2023		03/17/2023	37.50
8245 - Izabela Ziolkowska-Kenney	022123	18- SYP Fitness	Paid by EFT # 51613		03/07/2023	03/07/2023	03/17/2023		03/17/2023	31.25
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$68.75
								Program 181001 - Health & Wellness Totals	Invoice Transactions 2	\$68.75
Program 182001 - Aquatics - Bryan Pool										
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	110733	18-8x4 banner Davis Academy of Music for pool & ice arena	Paid by EFT # 51558		03/07/2023	03/07/2023	03/17/2023		03/17/2023	48.00
								Account 53310 - Printing Totals	Invoice Transactions 1	\$48.00
								Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 1	\$48.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	13292	18-FSC Ice Show T-shirts For Early Registration	Paid by EFT # 51413		03/07/2023	03/07/2023	03/17/2023		03/17/2023	756.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$756.00</u>
Program 182500 - Frank Southern Center Totals							Invoice Transactions 1			<u>\$756.00</u>
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	3521	18-FSC Concessions Products to sell 2-17-2023	Paid by Check # 76828		03/07/2023	03/07/2023	03/17/2023		03/17/2023	47.19
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 1			<u>\$47.19</u>
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	110733	18-8x4 banner Davis Academy of Music for pool & ice arena	Paid by EFT # 51558		03/07/2023	03/07/2023	03/17/2023		03/17/2023	48.00
Account 53310 - Printing Totals							Invoice Transactions 1			<u>\$48.00</u>
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions 2			<u>\$95.19</u>
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
38 - B & B Food Distributors, INC	384397	18-Snack bar items - Cascades Golf Course	Paid by EFT # 51433		03/07/2023	03/07/2023	03/17/2023		03/17/2023	721.82
8155 - PepsiCo Beverage Sales, LLC	53970005	18 - Cascades Bottled Drinks and BIBs	Paid by EFT # 51547		03/07/2023	03/07/2023	03/17/2023		03/17/2023	1,223.39
5819 - Synchrony Bank	2677	18 - Cascades Chips, Candy, Buns, etc. for the snack bar	Paid by Check # 76828		03/07/2023	03/07/2023	03/17/2023		03/17/2023	176.32
5819 - Synchrony Bank	3434	18-snack bar items - buns, cheese, ham, turkey	Paid by Check # 76828		03/07/2023	03/07/2023	03/17/2023		03/17/2023	61.01
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 4			<u>\$2,182.54</u>
Program 183500 - Golf Services Totals							Invoice Transactions 4			<u>\$2,182.54</u>
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	915003653	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76807		03/07/2023	03/07/2023	03/17/2023		03/17/2023	253.27
4072 - Acushnet Company	915003725	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76807		03/07/2023	03/07/2023	03/17/2023		03/17/2023	987.84
4072 - Acushnet Company	915028531	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76807		03/07/2023	03/07/2023	03/17/2023		03/17/2023	458.64
4465 - Michael Allen (Tour Guide Golf)	209394	18 - Golf Tees	Paid by Check # 76808		03/07/2023	03/07/2023	03/17/2023		03/17/2023	239.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
53619 - Ping, INC	16526262	18 - Cascades Credit Memo - metal woods and hybrids	Paid by EFT # 51550		03/07/2023	03/07/2023	03/17/2023		03/17/2023	(498.50)
53619 - Ping, INC	16695852	18 - Credit Memo - 3 irons glide	Paid by EFT # 51550		03/07/2023	03/07/2023	03/17/2023		03/17/2023	(58.50)
53619 - Ping, INC	16738178	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51550		03/07/2023	03/07/2023	03/17/2023		03/17/2023	966.62
53619 - Ping, INC	16738173	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51550		03/07/2023	03/07/2023	03/17/2023		03/17/2023	752.60
53619 - Ping, INC	16755720	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51550		03/07/2023	03/07/2023	03/17/2023		03/17/2023	767.55
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 9			<u>\$3,868.52</u>
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 9			<u>\$3,868.52</u>
Program 184501 - Youth Services-Kid City Camps										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	RR6363F35-2	18-Shrake-Rosen Hotels & Resorts-FL-2/20-2/23/23	Paid by Check # 76810		03/07/2023	03/07/2023	03/17/2023		03/17/2023	1,040.80
12906 - Amy Shrake	03012023	18- Travel American Camp Association Conf	Paid by EFT # 51568		03/07/2023	03/07/2023	03/17/2023		03/17/2023	363.23
Account 53230 - Travel Totals							Invoice Transactions 2			<u>\$1,404.03</u>
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions 2			<u>\$1,404.03</u>
Program 185000 - Twin Lakes Recreation Center										
Account 43270 - Registration Fees										
Bloomington Parks Foundation	2023-00000284	18-Refunds	Paid by Check # 76831		03/07/2023	03/07/2023	03/17/2023		03/17/2023	110.50
Account 43270 - Registration Fees Totals							Invoice Transactions 1			<u>\$110.50</u>
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	5979	18 - TLRC Industrial Maintenance Supplies; sport clean floor cle	Paid by EFT # 51490		03/07/2023	03/07/2023	03/17/2023		03/17/2023	58.40
7663 - HB Warehouse LLC (Resource Services)	6044	18 - TLRC Industrial Maintenance Supplies; mop heads	Paid by EFT # 51490		03/07/2023	03/07/2023	03/17/2023		03/17/2023	70.00
Account 52210 - Institutional Supplies Totals							Invoice Transactions 2			<u>\$128.40</u>
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	724950	18-combination lock	Paid by EFT # 51515		03/07/2023	03/07/2023	03/17/2023		03/17/2023	8.99
394 - Kleindorfer Hardware & Variety	723234	18-painters tape 1" and 2"	Paid by EFT # 51515		03/07/2023	03/07/2023	03/17/2023		03/17/2023	36.36
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 2			<u>\$45.35</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52340 - Other Repairs and Maintenance										
8585 - S.C. Pryor, INC. (Pryor Safe and Lock)	46394	18 - TLRC Safe - Emergency Repair	Paid by EFT # 51564		03/07/2023	03/07/2023	03/17/2023		03/17/2023	507.00
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$507.00
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52765623030323	18-Natural Gas Charges TLRC-01/30/23-02/27/23	Paid by Check # 76805		03/08/2023	03/08/2023	03/08/2023		03/08/2023	801.00
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$801.00
Account 53610 - Building Repairs										
53657 - Plymate, INC	3160993	18 - TLRC Entry Mats 3 -1-23	Paid by EFT # 51551		03/07/2023	03/07/2023	03/17/2023		03/17/2023	81.62
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$81.62
Program 185000 - Twin Lakes Recreation Center Totals									Invoice Transactions 8	\$1,673.87
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	030223	18-TLRC Fitness Specialist	Paid by EFT # 51434		03/07/2023	03/07/2023	03/17/2023		03/17/2023	125.00
8271 - Morgan Brummett	030123	18-TLRC Fitness Specialist	Paid by EFT # 51451		03/07/2023	03/07/2023	03/17/2023		03/17/2023	62.50
8370 - Alice M Day	022823	18-TLRC Fitness Specialist	Paid by EFT # 51464		03/07/2023	03/07/2023	03/17/2023		03/17/2023	31.25
8234 - Paetyn Denson	030223	18-TLRC Fitness Specialist	Paid by EFT # 51466		03/07/2023	03/07/2023	03/17/2023		03/17/2023	150.00
8234 - Paetyn Denson	030123	18-TLRC Fitness Specialist	Paid by EFT # 51466		03/07/2023	03/07/2023	03/17/2023		03/17/2023	465.00
8399 - Gustavus Alexis McLeod	030223	18-TLRC Fitness Specialist	Paid by EFT # 51523		03/07/2023	03/07/2023	03/17/2023		03/17/2023	93.75
7086 - Rivkah L Moore	030323	18-TLRC Fitness Specialist	Paid by EFT # 51531		03/07/2023	03/07/2023	03/17/2023		03/17/2023	156.25
1973 - Megan M Stark	030323	18-TLRC Fitness Specialist	Paid by EFT # 51577		03/07/2023	03/07/2023	03/17/2023		03/17/2023	645.00
8184 - Emily E Tally	030223	18-TLRC Fitness Specialist	Paid by EFT # 51584		03/07/2023	03/07/2023	03/17/2023		03/17/2023	62.50
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 9	\$1,791.25
Program 185002 - TLRC-Health & Wellness Totals									Invoice Transactions 9	\$1,791.25
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
8434 - Daniel Cullen Anderson	022223	18-TLRC Basketball Official	Paid by EFT # 51423		03/07/2023	03/07/2023	03/17/2023		03/17/2023	275.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
5519 - Jacob Box	022323	18-TLRC Basketball Official	Paid by EFT # 51447		03/07/2023	03/07/2023	03/17/2023		03/17/2023	75.00
7184 - Larry Branam	022123	18-TLRC Basketball Official	Paid by EFT # 51448		03/07/2023	03/07/2023	03/17/2023		03/17/2023	325.00
8414 - Scott Matthew Burton	022223	18-TLRC Basketball Official	Paid by EFT # 51452		03/07/2023	03/07/2023	03/17/2023		03/17/2023	375.00
20105 - Brandon B Chambers	022023	18-TLRC Basketball Official	Paid by EFT # 51456		03/07/2023	03/07/2023	03/17/2023		03/17/2023	225.00
7276 - Kaitlyn Clementi	030123	18-TLRC Fitness Specialist	Paid by EFT # 51460		03/07/2023	03/07/2023	03/17/2023		03/17/2023	495.00
7147 - Keith E Crittenden	022123	18-TLRC Basketball Official	Paid by EFT # 51462		03/07/2023	03/07/2023	03/17/2023		03/17/2023	75.00
8577 - Zachary Delbello	022323	18-TLRC Basketball Official	Paid by EFT # 51465		03/07/2023	03/07/2023	03/17/2023		03/17/2023	100.00
7537 - Ryan Fitzgerald	021623	18-TLRC Basketball Official	Paid by EFT # 51482		03/07/2023	03/07/2023	03/17/2023		03/17/2023	50.00
8469 - Bradley Moorhead	022223	18-TLRC Basketball Official	Paid by EFT # 51532		03/07/2023	03/07/2023	03/17/2023		03/17/2023	75.00
8566 - Jarrett Phillips	022123	18-TLRC Basketball Official	Paid by EFT # 51549		03/07/2023	03/07/2023	03/17/2023		03/17/2023	200.00
8496 - Eliot Vartian-Foss	022323	18-TLRC Basketball Official	Paid by EFT # 51604		03/07/2023	03/07/2023	03/17/2023		03/17/2023	275.00
8454 - David Lee Williams	022323	18-TLRC Basketball Official	Paid by EFT # 51607		03/07/2023	03/07/2023	03/17/2023		03/17/2023	225.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 13		<u>\$2,770.00</u>	
Program 185003 - TLRC-Basketball Totals							Invoice Transactions 13		<u>\$2,770.00</u>	
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	175383	18 - TLRC Concessions Items for Sale 2-27-23	Paid by EFT # 51487		03/07/2023	03/07/2023	03/17/2023		03/17/2023	580.40
8155 - PepsiCo Beverage Sales, LLC	53734262	18 - TLRC Concessions Items for Sale 2-22-23	Paid by EFT # 51547		03/07/2023	03/07/2023	03/17/2023		03/17/2023	691.80
8155 - PepsiCo Beverage Sales, LLC	54166811	18 - TLRC Concessions Items for Sale 3-1-23	Paid by EFT # 51547		03/07/2023	03/07/2023	03/17/2023		03/17/2023	805.56
5819 - Synchrony Bank	2637 022423	18 - TLRC Concessions Items for Sale 2-24-23	Paid by Check # 76828		03/07/2023	03/07/2023	03/17/2023		03/17/2023	562.81
5819 - Synchrony Bank	4623	18 - TLRC Concessions Items for Sale 3-03-23	Paid by Check # 76828		03/07/2023	03/07/2023	03/17/2023		03/17/2023	310.10
21145 - Sysco USA III, LLC	338418999	18 - TLRC Concessions Items for Sale 3-1-23	Paid by EFT # 51582		03/07/2023	03/07/2023	03/17/2023		03/17/2023	888.47
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 6		<u>\$3,839.14</u>	
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 6		<u>\$3,839.14</u>	



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186000 - BACC										
Account 52420 - Other Supplies										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	13164	18- (31) BPRD Staff T-shirts	Paid by EFT # 51413		03/07/2023	03/07/2023	03/17/2023		03/17/2023	172.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$172.00
Program 186000 - BACC Totals								Invoice Transactions	1	\$172.00
Program 186500 - Community Events										
Account 43270 - Registration Fees										
Ray Ducette	2023-00000264	18-Refunds	Paid by Check # 76832		03/07/2023	03/07/2023	03/17/2023		03/17/2023	40.00
Account 43270 - Registration Fees Totals								Invoice Transactions	1	\$40.00
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	70924	18 - Dog treats and flashlights	Paid by Check # 76817		03/07/2023	03/07/2023	03/17/2023		03/17/2023	35.82
798 - Winters Associates Promotional Products, INC	114727	18- staff uniforms	Paid by EFT # 51609		03/07/2023	03/07/2023	03/17/2023		03/17/2023	138.56
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$174.38
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114727	18- staff uniforms	Paid by EFT # 51609		03/07/2023	03/07/2023	03/17/2023		03/17/2023	265.00
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	1	\$265.00
Account 53990 - Other Services and Charges										
7767 - Dan P Alexander (Beetlegraphix)	00022023	18 - Caricatures @ Pet Expo Event 2/26/23	Paid by EFT # 51419		03/07/2023	03/07/2023	03/17/2023		03/17/2023	400.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$400.00
Program 186500 - Community Events Totals								Invoice Transactions	5	\$879.38
Program 186503 - Community Events-Farmers' Market										
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114727	18- staff uniforms	Paid by EFT # 51609		03/07/2023	03/07/2023	03/17/2023		03/17/2023	98.00
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	1	\$98.00
Program 186503 - Community Events-Farmers' Market Totals								Invoice Transactions	1	\$98.00
Program 187001 - Adult Sports-Softball										
Account 52420 - Other Supplies										
822 - Indiana Amateur Softball Association, INC	2022072042	18-TLSP- 2023 Softball Order	Paid by EFT # 51499		03/07/2023	03/07/2023	03/17/2023		03/17/2023	6,275.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$6,275.00
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions	1	\$6,275.00



Board of Park Commissioners Claim Register

Invoice Date Range 03/04/23 - 03/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
19741 - Mader Design, LLC	1621	18-Design services for Rogers Family Park-12/30/22	Paid by EFT # 51521		03/07/2023	03/07/2023	03/17/2023		03/17/2023	200.00
19741 - Mader Design, LLC	1632	18-Design services for Rogers Family Park-1/31/23	Paid by EFT # 51521		03/07/2023	03/07/2023	03/17/2023		03/17/2023	465.00
19741 - Mader Design, LLC	1652	18-Design services for Rogers Family Park-3/1/23	Paid by EFT # 51521		03/07/2023	03/07/2023	03/17/2023		03/17/2023	135.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 3			<u>\$800.00</u>
Program 189000 - Operations Totals							Invoice Transactions 3			<u>\$800.00</u>
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	5541	18- fire pits (2)	Paid by Check # 76828		03/07/2023	03/07/2023	03/17/2023		03/17/2023	115.84
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$115.84</u>
Program 189006 - Switchyard Property Totals							Invoice Transactions 1			<u>\$115.84</u>
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	60889	18-UF 5 Memorial Plaques	Paid by EFT # 51476		03/07/2023	03/07/2023	03/17/2023		03/17/2023	2,410.00
818 - Everywhere Signs, LLC	61402	18-UF-Memorial Plaque	Paid by EFT # 51476		03/07/2023	03/07/2023	03/17/2023		03/17/2023	450.00
Account 52420 - Other Supplies Totals							Invoice Transactions 2			<u>\$2,860.00</u>
Program 189503 - Urban Forestry Totals							Invoice Transactions 2			<u>\$2,860.00</u>
Program G22012 - 2022 Bannaker Nature Days										
Account 52420 - Other Supplies										
5296 - The Acorn Group, INC	453519A	18- (2) Microscopes for GLND	Paid by EFT # 51586		03/07/2023	03/07/2023	03/17/2023		03/17/2023	307.89
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$307.89</u>
Program G22012 - 2022 Bannaker Nature Days Totals							Invoice Transactions 1			<u>\$307.89</u>
Department 18 - Parks & Recreation Totals							Invoice Transactions 72			<u>\$30,005.40</u>
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions 72			<u>\$30,005.40</u>
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	7THBIKELN-APP 8	07-7thSt. Prot Bike LN Imp-BC-2021-47-CN-11/25/21-3/3/23-Ap 8	Paid by Check # 76811		03/07/2023	03/07/2023	03/17/2023		03/17/2023	12,710.97



Board of Park Commissioners Claim Register

Invoice Date Range 03/04/23 - 03/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
5641 - AZTEC Engineering Group, INC	201030	18- Duke Power Line Trail Design - January 2023	Paid by EFT # 51432		03/07/2023	03/07/2023	03/17/2023		03/17/2023	1,250.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2	<u>\$13,960.97</u>
								Program 18018A - 7th St Green Way, RCA Power Line Totals	Invoice Transactions 2	<u>\$13,960.97</u>
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
19278 - Milestone Contractors, LP	7THBIKELN-APP 8	07-7thSt. Prot Bike LN Imp-BC-2021-47-CN-11/25/21-3/3/23-App 8	Paid by EFT # 51527		03/07/2023	03/17/2023	03/17/2023		03/17/2023	207,810.63
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	<u>\$207,810.63</u>
								Program 18018B - Griffy Loop Trail Lower Cascades Totals	Invoice Transactions 1	<u>\$207,810.63</u>
								Department 18 - Parks & Recreation Totals	Invoice Transactions 3	<u>\$221,771.60</u>
								Fund 980 - 2018 BicentennialBnd Prcd900030 Totals	Invoice Transactions 3	<u>\$221,771.60</u>
Fund 985 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
3663 - WSP USA, INC	1265136	07- 2nd St PBL-2nd St Modernization proj- 10/10/22-1/27/23	Paid by EFT # 51611		03/07/2023	03/07/2023	03/17/2023		03/17/2023	99,408.03
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	<u>\$99,408.03</u>
								Program 180000 - Main Totals	Invoice Transactions 1	<u>\$99,408.03</u>
								Department 18 - Parks & Recreation Totals	Invoice Transactions 1	<u>\$99,408.03</u>
								Fund 985 - Parks GO Bonds 2022 Totals	Invoice Transactions 1	<u>\$99,408.03</u>
								Grand Totals	Invoice Transactions 148	<u>\$393,750.78</u>

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/17/23	Claims				\$393,750.78
					<u>\$393,750.78</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 \$393,750.78 3/17/2023

Dated this ____ day of _____ year of 20____.

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

Fiscal Office_____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/24/2023	Payroll				158,090.71
					.
					158,090.71

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 **\$ 158,090.71**

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 03/18/23 - 03/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 52310 - Building Materials and Supplies										
539 - Price Electric, INC	36883	18-Bryan Pool Fuses-3 125 AMP	Paid by EFT # 51763		03/21/2023	03/21/2023	03/31/2023		03/31/2023	205.50
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	1	\$205.50
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50755166- 031323	18-Natural Gas Bryan Park-02/06/23- 03/06/23	Paid by Check # 76851		03/22/2023	03/22/2023	03/22/2023		03/22/2023	48.77
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$48.77
Account 53990 - Other Services and Charges										
199 - Monroe County Government	2023 BPConc	18-Bryan Pool Concessions Permit 2023	Paid by Check # 76863		03/21/2023	03/21/2023	03/31/2023		03/31/2023	100.00
199 - Monroe County Government	BPPOOL 2023	18-Bryan Pool Permit 2023	Paid by Check # 76864		03/21/2023	03/21/2023	03/31/2023		03/31/2023	255.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$355.00
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions	4	\$609.27
Program 182002 - Aquatics - Mills Pool										
Account 53990 - Other Services and Charges										
199 - Monroe County Government	MILLS POOL 2023	18-Mills Pool Permit - 2023	Paid by Check # 76865		03/21/2023	03/21/2023	03/31/2023		03/31/2023	127.50
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$127.50
Program 182002 - Aquatics - Mills Pool Totals								Invoice Transactions	1	\$127.50
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3147802195	18-FSC Propane for Zamboni 3-7-2023	Paid by EFT # 51643		03/21/2023	03/21/2023	03/31/2023		03/31/2023	89.77
Account 52240 - Fuel and Oil Totals								Invoice Transactions	1	\$89.77
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	724307	18-FSC replacement handle, hose mender, screws	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	21.83
394 - Kleindorfer Hardware & Variety	725963	18-FSC Floor squeegees and handles for pad clean up	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	154.44
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$176.27
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190548452031 323	18-cable service for FSC-3/27-4/26/23	Paid by Check # 76848		03/22/2023	03/22/2023	03/22/2023		03/22/2023	121.61
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$121.61



Board of Park Commissioners Claim Register

Invoice Date Range 03/18/23 - 03/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5823	18-FSC Lobby, Front Bathrooms weekly deep clean - 2/1-2/15/23	Paid by EFT # 51692		03/21/2023	03/21/2023	03/31/2023		03/31/2023	200.00
6279 - Destiny Easton (I Shine Cleaning, LLC)	5836	18-FSC Lobby, Front Bathrooms deep clean 3/1 & 3/9/23	Paid by EFT # 51692		03/21/2023	03/21/2023	03/31/2023		03/31/2023	100.00
53657 - Plymate, INC	3161001	18-FSC Entry Way Rug Cleaning Service 3-1-23	Paid by EFT # 51760		03/21/2023	03/21/2023	03/31/2023		03/31/2023	77.21
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 3			\$377.21
Program 182500 - Frank Southern Center Totals							Invoice Transactions 7			\$764.86
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
334 - Irving Materials, INC	71195173	18 - Cascades Mason Sand	Paid by EFT # 51724		03/21/2023	03/21/2023	03/31/2023		03/31/2023	746.40
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1			\$746.40
Account 52230 - Garage and Motor Supplies										
796 - Interstate Battery System of Bloomington, INC	119006	18 -2 batteries for Cascades Golf Course	Paid by EFT # 51722		03/21/2023	03/21/2023	03/31/2023		03/31/2023	168.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	501061	18-oil filter	Paid by EFT # 51777		03/21/2023	03/21/2023	03/31/2023		03/31/2023	7.10
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 2			\$175.10
Account 52240 - Fuel and Oil										
14129 - C & S, INC	2046	18 - Cascades Fuel	Paid by EFT # 51674		03/21/2023	03/21/2023	03/31/2023		03/31/2023	2,319.89
Account 52240 - Fuel and Oil Totals							Invoice Transactions 1			\$2,319.89
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	722888	18 - Cascades Hook / Loop Hoe, Flooring Knife	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	61.96
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$61.96
Account 53630 - Machinery and Equipment Repairs										
455 - Industrial Service & Supply, INC	75823	18 - Cascades Orings, PSI Hose, ferrule	Paid by EFT # 51720		03/21/2023	03/21/2023	03/31/2023		03/31/2023	79.64
Account 53630 - Machinery and Equipment Repairs Totals							Invoice Transactions 1			\$79.64
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190943794030223	18-cable service for Cascades Golf Course- 03/6-04/5/23	Paid by Check # 76848		03/22/2023	03/22/2023	03/22/2023		03/22/2023	200.46
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			\$200.46
Program 183500 - Golf Services Totals							Invoice Transactions 7			\$3,583.45



Board of Park Commissioners Claim Register

Invoice Date Range 03/18/23 - 03/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52220 - Agricultural Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	134646	18- (2) Top soil, peat moss, sand, and (2) 12 pk mason jars	Paid by Check # 76860		03/21/2023	03/21/2023	03/31/2023		03/31/2023	28.96
52948 - Mays Greenhouse, LLC	32993	18- Terrarium Plants & Clay Pebbles for ED program	Paid by EFT # 51740		03/21/2023	03/21/2023	03/31/2023		03/31/2023	93.75
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 2	\$122.71
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WN4-GQ4G-91QW	18-Amazon Motorola Radio	Paid by EFT # 51642		03/21/2023	03/21/2023	03/31/2023		03/31/2023	131.78
11589 - Bloomington Cooperative Services (Bloomingfoods)	0S0304985021	18-Natural Resources Program Supplies - L&M Maple Syrup	Paid by EFT # 51663		03/21/2023	03/21/2023	03/31/2023		03/31/2023	15.98
4574 - John Deere Financial f.s.b. (Rural King)	134646	18- (2) Top soil, peat moss, sand, and (2) 12 pk mason jars	Paid by Check # 76860		03/21/2023	03/21/2023	03/31/2023		03/31/2023	27.98
394 - Kleindorfer Hardware & Variety	725805	18-mask, caution tape	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	17.48
Account 52420 - Other Supplies Totals									Invoice Transactions 4	\$193.22
Account 53990 - Other Services and Charges										
6823 - Daniel P McGuckin (Habitat Solutions)	1496	18-Prescribed Burn Services at GLNP	Paid by EFT # 51741		03/21/2023	03/21/2023	03/31/2023		03/31/2023	5,000.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$5,000.00
Program 184000 - Natural Resources Totals									Invoice Transactions 7	\$5,315.93
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	CI23010332	18-Pruner, Soil Knife, Sheath Combo	Paid by EFT # 51640		03/21/2023	03/21/2023	03/31/2023		03/31/2023	88.07
409 - Black Lumber Co. INC	534057	18-stakes for Community Gardens	Paid by EFT # 51659		03/21/2023	03/21/2023	03/31/2023		03/31/2023	27.98
409 - Black Lumber Co. INC	534437	18-materials for raised planter at Willie Streeter	Paid by EFT # 51659		03/21/2023	03/21/2023	03/31/2023		03/31/2023	13.20
2689 - Greendell Landscape Solutions, INC	0248370-CM	18-CREDIT for freight on 2/6 delivery-Inv 248322	Paid by EFT # 51708		03/21/2023	03/21/2023	03/31/2023		03/31/2023	(23.62)
2689 - Greendell Landscape Solutions, INC	0249013-IN	18-Pallet of bagged compost	Paid by EFT # 51708		03/21/2023	03/21/2023	03/31/2023		03/31/2023	196.00



Board of Park Commissioners Claim Register

Invoice Date Range 03/18/23 - 03/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	751536	18-wire ties, gloves, roll #9 wire	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	40.14
								Account 52420 - Other Supplies Totals	Invoice Transactions 6	\$341.77
								Program 186502 - Community Events-Gardens Totals	Invoice Transactions 6	\$341.77
Program 187001 - Adult Sports-Softball										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	751219	18- TLSP 2023-US Flag, Zip Ties,Trouble Light,Light Bulb	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	169.93
								Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	\$169.93
								Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 1	\$169.93
Program 187202 - Youth Sports-Winslow										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	722794	18- Winslow 2023 Tie Wire and Pliers	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	27.77
394 - Kleindorfer Hardware & Variety	751262	18- 2023 Winslow Safety Glasses, Nitrile Coated Gloves, Tapcons	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	72.35
394 - Kleindorfer Hardware & Variety	751344	18- Winslow 2023 Wire Ties	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	6.99
394 - Kleindorfer Hardware & Variety	725730	18- Winslow 2023 Zip/Cable Ties, Plug, Dual Head Air Chuck	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	112.43
								Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 4	\$219.54
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	722919	18- 2023 Winslow Concrete Mix for Batting Cage Poles	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	39.00
365 - Rogers Group, INC	0713012377	18- Winslow 2023 1/4 Minus for Senior Side Batting Cage	Paid by EFT # 51768		03/21/2023	03/21/2023	03/31/2023		03/31/2023	234.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$273.00
								Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 6	\$492.54



Board of Park Commissioners Claim Register

Invoice Date Range 03/18/23 - 03/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MJN-9DTV-4GPT	18-Amazon Oven Mitts/plastic gloves/trash bags/pot holders	Paid by EFT # 51642		03/21/2023	03/21/2023	03/31/2023		03/31/2023	187.85
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$187.85</u>
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	725333	18- Banneker band saw blades	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	37.99
394 - Kleindorfer Hardware & Variety	725338	18- Banneker drill bits	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	22.80
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	<u>\$60.79</u>
Account 52420 - Other Supplies										
174 - Hoosier Hills Food Bank INC	529831	18- Banneker food items for teen program	Paid by EFT # 51714		03/21/2023	03/21/2023	03/31/2023		03/31/2023	8.74
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$8.74</u>
Account 53630 - Machinery and Equipment Repairs										
392 - Koorsen Fire & Security, INC	IN00341568	18 Annual fire extinguisher inspection	Paid by EFT # 51735		03/21/2023	03/21/2023	03/31/2023		03/31/2023	286.65
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	<u>\$286.65</u>
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5816	18 -Banneker Cleaning Service - February 2023	Paid by EFT # 51692		03/21/2023	03/21/2023	03/31/2023		03/31/2023	310.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$310.00</u>
Program 189000 - Operations									Invoice Transactions 6	<u>\$854.03</u>
Account 52210 - Institutional Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	139023	18-bleach, muriatic acid, broom, dust pan, sprayers, tote box	Paid by Check # 76860		03/21/2023	03/21/2023	03/31/2023		03/31/2023	41.90
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$41.90</u>
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	500737	18-diesel exhaust fluid	Paid by EFT # 51777		03/21/2023	03/21/2023	03/31/2023		03/31/2023	14.99
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 1	<u>\$14.99</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	725734	18-WD-40, super lube, diamond blade (materials for truck 808)	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	90.87
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 1
										<u>\$90.87</u>
Account 52340 - Other Repairs and Maintenance										
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290047908	18-back tires on John Deere for Cascades Park	Paid by EFT # 51657		03/21/2023	03/21/2023	03/31/2023		03/31/2023	352.50
423 - City Glass of Bloomington, INC	75978	18-Replacement 46x46" piece Lexon glass for Farmers'Market kios	Paid by EFT # 51680		03/21/2023	03/21/2023	03/31/2023		03/31/2023	155.32
394 - Kleindorfer Hardware & Variety	751175	18-plumbers putty, leak lock, stink strainer washer	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	10.05
394 - Kleindorfer Hardware & Variety	751343	18-screws for working on pressure washer	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	7.47
394 - Kleindorfer Hardware & Variety	751576	18-dresser couplings, NPT plugs	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	13.34
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 5
										<u>\$538.68</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1K4J-9KPK-L7CD	18-Amazon Tip'n Roll portable sign pole/solar flicker lights	Paid by EFT # 51642		03/21/2023	03/21/2023	03/31/2023		03/31/2023	955.92
4574 - John Deere Financial f.s.b. (Rural King)	139023	18-bleach, muriatic acid, broom, dust pan, sprayers, tote box	Paid by Check # 76860		03/21/2023	03/21/2023	03/31/2023		03/31/2023	94.45
394 - Kleindorfer Hardware & Variety	751055	18-disc magnets	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	4.58
392 - Koorsen Fire & Security, INC	IN00345896	18-(3) Lithium fire extinguishers for New E-mowers	Paid by EFT # 51735		03/21/2023	03/21/2023	03/31/2023		03/31/2023	116.94
Account 52420 - Other Supplies Totals										Invoice Transactions 4
										<u>\$1,171.89</u>
Account 53110 - Engineering and Architectural										
10 - Bledsoe Riggert Cooper & James INC	27811	18-Topographic Survey for Bryan Park 5-12 Plygrd.	Paid by EFT # 51661		03/21/2023	03/21/2023	03/31/2023		03/31/2023	1,460.00
Account 53110 - Engineering and Architectural Totals										Invoice Transactions 1
										<u>\$1,460.00</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53130 - Medical										
231 - IU Health OCC Health Services	00142684-00	18-Hearing tests - N. Rollins-3/7/23	Paid by EFT # 51725		03/21/2023	03/21/2023	03/31/2023		03/31/2023	37.00
Account 53130 - Medical Totals Invoice Transactions 1										\$37.00
Account 53610 - Building Repairs										
5900 - VET Environmental Engineering, LLC	6385	18-Mold remediation & duct cleaning services @ SYMB	Paid by EFT # 51801		03/21/2023	03/21/2023	03/31/2023		03/31/2023	2,390.87
Account 53610 - Building Repairs Totals Invoice Transactions 1										\$2,390.87
Account 53650 - Other Repairs										
32 - Cassidy Electrical Contractors, INC	30785	18-Install of new conduit/wire/breaker @ SYMB for e-mower	Paid by EFT # 51676		03/21/2023	03/21/2023	03/31/2023		03/31/2023	602.35
321 - Harrell Fish, INC (HFI)	W88949	18-Labor for work on HVAC unit at Ops Center	Paid by EFT # 51710		03/21/2023	03/21/2023	03/31/2023		03/31/2023	435.00
Account 53650 - Other Repairs Totals Invoice Transactions 2										\$1,037.35
Program 189000 - Operations Totals Invoice Transactions 17										\$6,783.55
Program 189006 - Switchyard Property										
Account 52220 - Agricultural Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	114114	18- SYP work gloves, seed, straw	Paid by Check # 76860		03/21/2023	03/21/2023	03/31/2023		03/31/2023	150.94
Account 52220 - Agricultural Supplies Totals Invoice Transactions 1										\$150.94
Account 52310 - Building Materials and Supplies										
5415 - Allied Wholesale Electrical Supply, LLC	5783695	18-SYP Two LEV OSSMT-GDT Occupancy Light Switches	Paid by EFT # 51641		03/21/2023	03/21/2023	03/31/2023		03/31/2023	148.80
394 - Kleindorfer Hardware & Variety	725578	18-SYP 1-1/2" hole saw	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	16.29
392 - Koorsen Fire & Security, INC	IN00345896	18-(3) Lithium fire extinguishers for New E-mowers	Paid by EFT # 51735		03/21/2023	03/21/2023	03/31/2023		03/31/2023	58.47
15901 - Michigan Playgrounds, LLC (Midstates Recreation)	SINV-05590	18- SYP Replacement Playground Xylophone Mallets	Paid by EFT # 51743		03/21/2023	03/21/2023	03/31/2023		03/31/2023	452.00
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 4										\$675.56
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	725679	18 -SYP -dry spray lubricant, caulk, sealant, screws	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	30.36



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	722965	18 -SYP Safety Glasses, 1 pair	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	9.99
394 - Kleindorfer Hardware & Variety	751595	18- SYP 5/16 bolts	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	1.44
Account 52420 - Other Supplies Totals								Invoice Transactions	3	\$41.79
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	37123-003 0223	18-SYP-Water Sewer Charges February 2023	Paid by Check # 76847		03/22/2023	03/22/2023	03/22/2023		03/22/2023	1,303.35
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$1,303.35
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	2023 SYP Permit	18- SYP Spray Pad Permit Application 2023	Paid by Check # 76866		03/21/2023	03/21/2023	03/31/2023		03/31/2023	250.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$250.00
Program 189006 - Switchyard Property Totals								Invoice Transactions	10	\$2,421.64
Program 189500 - Landscaping										
Account 52210 - Institutional Supplies										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	13163	18- UGS 100 volunteer safety vests (AAG & events)	Paid by EFT # 51638		03/21/2023	03/21/2023	03/31/2023		03/31/2023	1,200.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1H76-4NNK-1YLJ	18-Amazon Portable Utility Pump/Herbicide/Round up/safety glasse	Paid by EFT # 51642		03/21/2023	03/21/2023	03/31/2023		03/31/2023	50.99
Account 52210 - Institutional Supplies Totals								Invoice Transactions	2	\$1,250.99
Account 52220 - Agricultural Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1H76-4NNK-1YLJ	18-Amazon Portable Utility Pump/Herbicide/Round up/safety glasse	Paid by EFT # 51642		03/21/2023	03/21/2023	03/31/2023		03/31/2023	702.85
4574 - John Deere Financial f.s.b. (Rural King)	71602	18 - UGS herbicide mixing supplies & concentrate	Paid by Check # 76860		03/21/2023	03/21/2023	03/31/2023		03/31/2023	459.94
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	2	\$1,162.79
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1H76-4NNK-1YLJ	18-Amazon Portable Utility Pump/Herbicide/Round up/safety glasse	Paid by EFT # 51642		03/21/2023	03/21/2023	03/31/2023		03/31/2023	49.99
4574 - John Deere Financial f.s.b. (Rural King)	71602	18 - UGS herbicide mixing supplies & concentrate	Paid by Check # 76860		03/21/2023	03/21/2023	03/31/2023		03/31/2023	23.97



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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	725577	18-leaf rake, cone strainer	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	64.25
								Account 52420 - Other Supplies Totals	Invoice Transactions 3	\$138.21
								Program 189500 - Landscaping Totals	Invoice Transactions 7	\$2,551.99
Program 189501 - Cemeteries										
Account 52220 - Agricultural Supplies										
394 - Kleindorfer Hardware & Variety	725988	18- 8 bales of straw	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	56.00
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	\$56.00
								Program 189501 - Cemeteries Totals	Invoice Transactions 1	\$56.00
Program 189503 - Urban Forestry										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	201466-0010223	18-Water Sewer Charges Landscaping - Feb 2023	Paid by Check # 76847		03/22/2023	03/22/2023	03/22/2023		03/22/2023	44.47
208 - City Of Bloomington Utilities	201467-0010223	18-Water Sewer Charges Landscaping - Feb 2023	Paid by Check # 76847		03/22/2023	03/22/2023	03/22/2023		03/22/2023	44.47
								Account 53530 - Water and Sewer Totals	Invoice Transactions 2	\$88.94
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000021563	18- UF trash disposal from Nursery Cleanup- 3/2/23	Paid by EFT # 51715		03/21/2023	03/21/2023	03/31/2023		03/31/2023	111.75
								Account 53950 - Landfill Totals	Invoice Transactions 1	\$111.75
								Program 189503 - Urban Forestry Totals	Invoice Transactions 3	\$200.69
								Department 18 - Parks & Recreation Totals	Invoice Transactions 83	\$24,273.15
								Fund 200 - Parks and Recreation Gen (\$1301) Totals	Invoice Transactions 83	\$24,273.15
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	35677	18- SYP AFO Training for SYP/BP-Hinton/Tull/Sims	Paid by Check # 76858		03/21/2023	03/21/2023	03/31/2023		03/31/2023	324.97
								Account 53160 - Instruction Totals	Invoice Transactions 1	\$324.97



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53990 - Other Services and Charges										
199 - Monroe County Government	BPPOOL 2023	18-Bryan Pool Permit 2023	Paid by Check # 76864		03/21/2023	03/21/2023	03/31/2023		03/31/2023	245.00
								Invoice Transactions 1		\$245.00
								Invoice Transactions 2		\$569.97
Program 182002 - Aquatics - Mills Pool										
Account 53990 - Other Services and Charges										
199 - Monroe County Government	MILLS POOL 2023	18-Mills Pool Permit - 2023	Paid by Check # 76865		03/21/2023	03/21/2023	03/31/2023		03/31/2023	122.50
								Invoice Transactions 1		\$122.50
								Invoice Transactions 1		\$122.50
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	4197	18 - Cascades Snack Bar - 3/6/23	Paid by Check # 76874		03/21/2023	03/21/2023	03/31/2023		03/31/2023	136.06
								Invoice Transactions 1		\$136.06
								Invoice Transactions 1		\$136.06
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	915094107	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76853		03/21/2023	03/21/2023	03/31/2023		03/31/2023	161.21
4072 - Acushnet Company	915095439	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76853		03/21/2023	03/21/2023	03/31/2023		03/31/2023	2,101.71
4072 - Acushnet Company	915106215	18-Pro Shop Supplies - Cascades Golf Course- golf balls	Paid by Check # 76853		03/21/2023	03/21/2023	03/31/2023		03/31/2023	253.58
4072 - Acushnet Company	915131793	18-Pro Shop Supplies - Cascades Golf Course- golf balls	Paid by Check # 76853		03/21/2023	03/21/2023	03/31/2023		03/31/2023	3,087.02
4072 - Acushnet Company	915131794	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76853		03/21/2023	03/21/2023	03/31/2023		03/31/2023	1,379.49
4072 - Acushnet Company	915131969	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76853		03/21/2023	03/21/2023	03/31/2023		03/31/2023	2,105.12
4072 - Acushnet Company	915174231	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76853		03/21/2023	03/21/2023	03/31/2023		03/31/2023	248.34
53619 - Ping, INC	16765190	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51759		03/21/2023	03/21/2023	03/31/2023		03/31/2023	4,394.56
53619 - Ping, INC	16768790	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51759		03/21/2023	03/21/2023	03/31/2023		03/31/2023	177.50



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
53619 - Ping, INC	16771300	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51759		03/21/2023	03/21/2023	03/31/2023		03/31/2023	157.40
6481 - Precision Pro Sports, LLC	INV03363	18 - Cascades Range Finders	Paid by EFT # 51762		03/21/2023	03/21/2023	03/31/2023		03/31/2023	447.95
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	11		<u>\$14,513.88</u>
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions	11		<u>\$14,513.88</u>
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
4489 - J.L. Waters & Company, INC	3022023	18- (4) NRS Quest SUP Paddles	Paid by Check # 76859		03/21/2023	03/21/2023	03/31/2023		03/31/2023	439.80
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$439.80</u>
Program 184000 - Natural Resources Totals							Invoice Transactions	1		<u>\$439.80</u>
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	033548	18-Kid City Snacks - pudding, gummy bears	Paid by Check # 76861		03/21/2023	03/21/2023	03/31/2023		03/31/2023	14.17
5819 - Synchrony Bank	4977	18-Kid City Break Days Snacks-3/9/2023	Paid by Check # 76874		03/21/2023	03/21/2023	03/31/2023		03/31/2023	93.08
Account 52420 - Other Supplies Totals							Invoice Transactions	2		<u>\$107.25</u>
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions	2		<u>\$107.25</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14V4-7YC4-31HF	18-Amazon Ride on Auto Floor Scrubber Machine	Paid by EFT # 51642		03/21/2023	03/21/2023	03/31/2023		03/31/2023	5,568.00
7663 - HB Warehouse LLC (Resource Services)	6096	18-TLRC- toilet tissue	Paid by EFT # 51711		03/21/2023	03/21/2023	03/31/2023		03/31/2023	139.98
7663 - HB Warehouse LLC (Resource Services)	6358	18-TLRC - toilet tissue, paper towels, body wash, gloves, soap	Paid by EFT # 51711		03/21/2023	03/21/2023	03/31/2023		03/31/2023	1,511.80
5819 - Synchrony Bank	7941	18-TLRC - Trash Bags	Paid by Check # 76874		03/21/2023	03/21/2023	03/31/2023		03/31/2023	99.92
Account 52210 - Institutional Supplies Totals							Invoice Transactions	4		<u>\$7,319.70</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	534105	18-TLRC Hardware; plumbing supplies	Paid by EFT # 51659		03/21/2023	03/21/2023	03/31/2023		03/31/2023	42.17
394 - Kleindorfer Hardware & Variety	722814	18-plumbers putty, sink wrench & washer, basket strainer washer	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	14.06



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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	722817	18-basket/sink strainer washers, combo wrench	Paid by EFT # 51734		03/21/2023	03/21/2023	03/31/2023		03/31/2023	20.67
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 3	\$76.90
Account 53610 - Building Repairs										
53657 - Plymate, INC	3164182	18 - TLRC Entry Mats 3 -15-2023	Paid by EFT # 51760		03/21/2023	03/21/2023	03/31/2023		03/31/2023	81.62
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$81.62
Account 53650 - Other Repairs										
392 - Koorsen Fire & Security, INC	IN00341301	18 - TLRC Annual Fire Alarm & Sprinkler Inspection	Paid by EFT # 51735		03/21/2023	03/21/2023	03/31/2023		03/31/2023	1,085.25
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$1,085.25
Program 185000 - Twin Lakes Recreation Center Totals									Invoice Transactions 9	\$8,563.47
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	030923	18-TLRC Fitness Specialist	Paid by EFT # 51655		03/21/2023	03/21/2023	03/31/2023		03/31/2023	125.00
8271 - Morgan Brummett	030623	18-TLRC Fitness Specialist	Paid by EFT # 51672		03/21/2023	03/21/2023	03/31/2023		03/31/2023	31.25
8370 - Alice M Day	030923	18-TLRC Fitness Specialist	Paid by EFT # 51686		03/21/2023	03/21/2023	03/31/2023		03/31/2023	62.50
8234 - Paetyn Denson	031623	18-TLRC Fitness Specialist	Paid by EFT # 51688		03/21/2023	03/21/2023	03/31/2023		03/31/2023	330.00
8234 - Paetyn Denson	030923	18-TLRC Fitness Specialist	Paid by EFT # 51688		03/21/2023	03/21/2023	03/31/2023		03/31/2023	150.00
5274 - Catherine T Gossett	030823	18-TLRC Fitness Specialist	Paid by EFT # 51706		03/21/2023	03/21/2023	03/31/2023		03/31/2023	62.50
8399 - Gustavus Alexis McLeod	030723	18-TLRC Fitness Specialist	Paid by EFT # 51742		03/21/2023	03/21/2023	03/31/2023		03/31/2023	31.25
7086 - Rivkah L Moore	030623	18-TLRC Fitness Specialist	Paid by EFT # 51747		03/21/2023	03/21/2023	03/31/2023		03/31/2023	62.50
1973 - Megan M Stark	031723	18-TLRC Fitness Specialist	Paid by EFT # 51779		03/21/2023	03/21/2023	03/31/2023		03/31/2023	375.00
8590 - Christin N Turmail (Soulshine Transformation LLC)	030923	18-TLRC Fitness Specialist	Paid by EFT # 51796		03/21/2023	03/21/2023	03/31/2023		03/31/2023	62.50
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 10	\$1,292.50
Program 185002 - TLRC-Health & Wellness Totals									Invoice Transactions 10	\$1,292.50



Board of Park Commissioners Claim Register

Invoice Date Range 03/18/23 - 03/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	13262	18 - TLRC - Future Stars T-Shirts	Paid by EFT # 51638		03/21/2023	03/21/2023	03/31/2023		03/31/2023	357.00
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1										<u>357.00</u>
Account 53940 - Temporary Contractual Employee										
8434 - Daniel Cullen Anderson	031723	18-TLRC Basketball Official	Paid by EFT # 51644		03/21/2023	03/21/2023	03/31/2023		03/31/2023	400.00
5519 - Jacob Box	030923	18-TLRC Basketball Official	Paid by EFT # 51670		03/21/2023	03/21/2023	03/31/2023		03/31/2023	125.00
7184 - Larry Branam	030823	18-TLRC Basketball Official	Paid by EFT # 51671		03/21/2023	03/21/2023	03/31/2023		03/31/2023	375.00
8414 - Scott Matthew Burton	030723	18-TLRC Basketball Official	Paid by EFT # 51673		03/21/2023	03/21/2023	03/31/2023		03/31/2023	150.00
20105 - Brandon B Chambers	030723	18-TLRC Basketball Official	Paid by EFT # 51679		03/21/2023	03/21/2023	03/31/2023		03/31/2023	100.00
7276 - Kaitlyn Clementi	031623	18-TLRC Fitness Specialist	Paid by EFT # 51681		03/21/2023	03/21/2023	03/31/2023		03/31/2023	405.00
7147 - Keith E Crittenden	030923	18-TLRC Basketball Official	Paid by EFT # 51683		03/21/2023	03/21/2023	03/31/2023		03/31/2023	125.00
8577 - Zachary Delbello	030923	18-TLRC Basketball Official	Paid by EFT # 51687		03/21/2023	03/21/2023	03/31/2023		03/31/2023	125.00
8433 - Ellie Edmondson	030823	18-TLRC Basketball Official	Paid by EFT # 51693		03/21/2023	03/21/2023	03/31/2023		03/31/2023	150.00
8566 - Jarrett Phillips	030823	18-TLRC Basketball Official	Paid by EFT # 51758		03/21/2023	03/21/2023	03/31/2023		03/31/2023	175.00
8067 - Ian Tinsley	022823	18-TLRC Basketball Official	Paid by EFT # 51793		03/21/2023	03/21/2023	03/31/2023		03/31/2023	75.00
8496 - Eliot Vartian-Foss	030823	18-TLRC Basketball Official	Paid by EFT # 51800		03/21/2023	03/21/2023	03/31/2023		03/31/2023	300.00
8454 - David Lee Williams	030923	18-TLRC Basketball Official	Paid by EFT # 51804		03/21/2023	03/21/2023	03/31/2023		03/31/2023	200.00
Account 53940 - Temporary Contractual Employee Totals Invoice Transactions 13										<u>\$2,705.00</u>
Program 185003 - TLRC-Basketball Totals Invoice Transactions 14										<u>\$3,062.00</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street, Alley, and Sewer Material										
4099 - Gold Medal Products CO.	175480	18 - TLRC Concessions Items for Sale 3-06-23	Paid by EFT # 51704		03/21/2023	03/21/2023	03/31/2023		03/31/2023	757.70
4099 - Gold Medal Products CO.	175576	18 - TLRC Concessions Items for Sale 3-13-23	Paid by EFT # 51704		03/21/2023	03/21/2023	03/31/2023		03/31/2023	692.60
8155 - PepsiCo Beverage Sales, LLC	16783008	18 - TLRC Concessions Items for Sale 3-9-23	Paid by EFT # 51757		03/21/2023	03/21/2023	03/31/2023		03/31/2023	1,035.12
8155 - PepsiCo Beverage Sales, LLC	54230006	18 - TLRC Concessions Items for Sale 3-15-23	Paid by EFT # 51757		03/21/2023	03/21/2023	03/31/2023		03/31/2023	1,714.47



Board of Park Commissioners Claim Register

Invoice Date Range 03/18/23 - 03/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	1161	18 - TLRC Concessions	Paid by Check		03/21/2023	03/21/2023	03/31/2023		03/31/2023	37.08
		Items for Sale 3-12-23	# 76874							
5819 - Synchrony Bank	7940 3/10/23	18 - TLRC Concessions	Paid by Check		03/21/2023	03/21/2023	03/31/2023		03/31/2023	421.61
		Items for Sale 3-10-23	# 76874							
5819 - Synchrony Bank	9418	18 - TLRC Concessions	Paid by Check		03/21/2023	03/21/2023	03/31/2023		03/31/2023	414.04
		Items for Sale 3-17-23	# 76874							
21145 - Sysco USA III, LLC	338437137	18 - TLRC Concessions	Paid by EFT #		03/21/2023	03/21/2023	03/31/2023		03/31/2023	1,077.93
		Items for Sale 3/15/23	51786							
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 8			\$6,150.55
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 8			\$6,150.55
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1P6Y-KMYL-F6YC	18-Amazon Sequins Embroidery/decorative paper/popsicle sticks	Paid by EFT #		03/21/2023	03/21/2023	03/31/2023		03/31/2023	67.94
			51642							
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WLH-T4RL-MTF6	18-Amazon Dog Treats/Spring Party favors/Rope dog toys	Paid by EFT #		03/21/2023	03/21/2023	03/31/2023		03/31/2023	153.64
			51642							
4798 - Fun Express, LLC	723073762-01	18-Prizes for Spring Break Series	Paid by EFT #		03/21/2023	03/21/2023	03/31/2023		03/31/2023	169.92
			51702							
Account 52420 - Other Supplies Totals							Invoice Transactions 3			\$391.50
Program 186500 - Community Events Totals							Invoice Transactions 3			\$391.50
Program 186503 - Community Events-Farmers' Market										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40374	18-2023 Farm Vendor Handbooks #150	Paid by EFT #		03/21/2023	03/21/2023	03/31/2023		03/31/2023	286.68
			51639							
Account 53310 - Printing Totals							Invoice Transactions 1			\$286.68
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	82116-001 0223	18-Water Sewer Charges February 2023	Paid by Check		03/22/2023	03/22/2023	03/22/2023		03/22/2023	11.01
			# 76847							
Account 53530 - Water and Sewer Totals							Invoice Transactions 1			\$11.01
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions 2			\$297.69
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
18844 - First Financial Bank, N.A.	ScenicApp3Rog er	18-Retainage-Roger Family Pk Proj-2/1/23- 3/8/23 App 3	Paid by Check		03/21/2023	03/21/2023	03/31/2023		03/31/2023	2,944.50
			# 76856							



Board of Park Commissioners Claim Register

Invoice Date Range 03/18/23 - 03/31/23

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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
6883 - Scenic Construction Services, INC	ScenicApp3Rogers	18-Const-Roger Family Pk Proj-2/1-3/8/23 App 3-#23-005A	Paid by EFT # 51772		03/21/2023	03/21/2023	03/31/2023		03/31/2023	55,945.50
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$58,890.00
Program 189000 - Operations Totals								Invoice Transactions	2	\$58,890.00
Program 189006 - Switchyard Property										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	294554962001	18- SYP Toner for Printer	Paid by EFT # 51752		03/21/2023	03/21/2023	03/31/2023		03/31/2023	407.30
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$407.30
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XDW-T6KY-3MHG	18-Amazon Golf cart side mirrors & rear view mirrors/drop box	Paid by EFT # 51642		03/21/2023	03/21/2023	03/31/2023		03/31/2023	131.42
8632 - Black Plastics LLC (RI Plastics)	4758	18 SYP 3'7" x 7'7" acrylic sheet to protect limestone in kitchen	Paid by EFT # 51660		03/21/2023	03/21/2023	03/31/2023		03/31/2023	300.00
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$431.42
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	35677	18- SYP AFO Training for SYP/BP-Hinton/Tull/Sims	Paid by Check # 76858		03/21/2023	03/21/2023	03/31/2023		03/31/2023	650.03
Account 53160 - Instruction Totals								Invoice Transactions	1	\$650.03
Program 189006 - Switchyard Property Totals								Invoice Transactions	4	\$1,488.75
Department 18 - Parks & Recreation Totals								Invoice Transactions	70	\$96,025.92
Fund 201 - Parks and Rec Non Reverting Totals								Invoice Transactions	70	\$96,025.92
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	201031	18- Duke Power Line Trail Design - February 2023	Paid by EFT # 51652		03/21/2023	03/21/2023	03/31/2023		03/31/2023	500.00
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$500.00
Program 18018A - 7th St Green Way, RCA Power Line Totals								Invoice Transactions	1	\$500.00



Board of Park Commissioners Claim Register

Invoice Date Range 03/18/23 - 03/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
3444 - Rundell Ernstberger Associates, INC	2022-1663-06	18-Bicentennial Gateway Project - Phase 1-services thru 2/28/23	Paid by EFT # 51769		03/21/2023	03/21/2023	03/31/2023		03/31/2023	9,112.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$9,112.00
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals							Invoice Transactions	1		\$9,112.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	2		\$9,612.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	2		\$9,612.00
Grand Totals							Invoice Transactions	155		\$129,911.07

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/31/23	Claims				\$129,911.07
					<u>\$129,911.07</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 \$129,911.07 3/31/2023

Dated this ____ day of _____ year of 20____.

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

Fiscal Office_____



REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2022	2022	2022	2022	2023	2023	2023	
February	Total	Expenses	Expenses	% of Expenses	Total	Expenses	% of Expenses	
2023	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>February</u>	<u>to date</u>	<u>Budget</u>	<u>February</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	813,903	795,767	360,667	45.32%	844,049	400,376	47.44%	11.01%
Health & Wellness	94,977	74,166	6,241	8.41%	93,493	10,511	11.24%	68.42%
Community Relations	510,923	370,480	38,637	10.43%	540,874	74,705	7.14%	93.35%
Aquatics	424,371	362,430	12,861	3.55%	451,892	7,118	1.58%	-44.66%
Frank Southern Center	387,393	366,648	92,704	25.28%	425,242	81,607	19.19%	-11.97%
Golf Services	833,792	821,950	68,721	8.36%	915,889	87,711	9.58%	27.63%
Natural Resources	420,230	361,353	32,087	8.88%	534,405	42,947	8.04%	33.84%
Youth Programs	77,162	74,369	12,402	16.68%	82,763	13,891	16.78%	12.00%
TLRC	305,962	282,555	49,418	17.49%	315,143	53,464	16.96%	8.19%
Community Events	576,608	508,788	72,713	14.29%	567,876	85,106	14.99%	17.04%
Adult Sports	325,324	298,747	24,376	8.16%	294,196	29,884	10.16%	22.60%
Youth Sports	310,858	292,128	26,488	9.07%	311,917	26,253	8.42%	-0.88%
BBCC	434,110	284,365	52,669	18.52%	453,306	52,760	11.64%	0.17%
Inclusive Recreation	92,832	71,356	10,196	14.29%	137,174	10,318	7.52%	1.20%
Operations	1,757,328	1,645,774	236,237	14.35%	2,347,357	237,663	10.12%	0.60%
Switchyard Property	676,749	400,552	61,201	15.28%	859,828	77,531	9.02%	26.68%
Landscaping	886,913	670,109	88,811	13.25%	1,061,503	97,011	9.14%	9.23%
Cemeteries	398,487	347,063	29,600	8.53%	256,422	22,010	8.58%	-25.64%
Urban Forestry	530,277	349,617	62,886	17.99%	660,133	117,932	17.86%	87.53%
Recover Forward	0			0.00%			0.00%	0.00%
General Fund total:	9,858,200	8,378,217	1,338,913	15.98%	11,153,462	1,528,796	13.71%	14.18%
Non-Reverting Fund								
Administration	12,800	2,277	344	15.10%	17,168	1,693	9.86%	392.35%
Health & Wellness	4,005	4,264	6	0.15%	6,487	307	4.73%	4640.80%
Community Relations	5,350	712	0	0.00%	5,350	0	0.00%	0.00%
Aquatics	57,518	60,043	1,223	2.04%	76,595	0	0.00%	-100.00%
Frank Southern Center	88,282	68,157	16,684	24.48%	89,833	21,712	24.17%	30.14%
Golf Services	136,759	148,600	283	0.19%	154,313	100	0.06%	-64.66%
Natural Resources	81,710	53,857	102	0.19%	46,850	3,868	8.26%	3691.76%
Youth Programs	69,137	146,654	1,786	1.22%	166,839	997	0.60%	-44.19%
*TLRC - day to day	555,813	578,342	68,031	11.76%	650,779	101,986	15.67%	49.91%
Community Events	226,836	141,048	11,801	8.37%	144,879	8,354	5.77%	-29.20%
Adult Sports	78,515	102,072	1,743	1.71%	110,335	1,402	1.27%	-19.53%
Youth Sports	9,791	9,022	1,489	16.50%	9,752	1,603	16.44%	7.68%
BBCC	2,560	15,705	0	0.00%	4,560	0	0.00%	0.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	141,758	309,918	12,878	4.16%	572,425	620,633	108.42%	4719.40%
Dog Park	0	0	0	0.00%	36,635	0	0.00%	0.00%
Switchyard	27,558	23,752	1,120	4.72%	0	2,144	0.00%	91.36%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	12,650	3,315	0	0.00%	12,850	0	0.00%	0.00%
N-R Fund subtotal:	1,511,042	1,667,739	117,489	7.04%	2,105,650	764,798	36.32%	550.95%
TLRC - bond	474,213	474,213	239,006	50.40%	474,012	231,406	48.82%	0.00%
N-R Fund total:	1,985,255	2,141,952	356,495	16.64%	2,579,662	996,204	38.62%	179.44%

Other Misc Funds								
16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn								
20-21 MCCSC 21st Com Learn								
2021 MCCSC 21st Grant			5,919					
2022-2023 MCCSC 21st Century						6,665		
Community Banneker Bus								
Duke Arbor Day								
G15008 Summer Food Prg.								
G15009 Nature Days S/Star								
Griffy Lake Nature Day								
Wapehani I-69 Mitigation								
Leonard Springs Nature								
Banneker Nature Day						70		
NRPA Nutrition Hub								
Kaboom Play								
Youth & Adolescent Phy Act								
Goat Farm								
Giffy LARE								
Deer Cull								
USDA					473	473		
Banneker ROI								
Other Misc Funds total:	0	0	5,919	0.00%	473	7,207		
TOTAL ALL FUNDS	11,843,455	9,537,723	1,701,327	17.84%	13,733,597	2,532,207	18.44%	48.84%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues February 2023								
	2022	2022	2022	2022	2023	2023	2023	
	Projected	Revenue	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	as of	as of	Collected	Revenue	as of	Collected	%
	for year	December	February	to date	for year	February	to date	change
General Fund								
Taxes/Misc Revenue	6,542,219	7,675,587	0	0.00%	8,138,119	0	0.00%	0.00%
Administration	500	421	0	0.00%	400	0	0.00%	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	181,000	188,069	0	0.00%	188,000	0	0.00%	0.00%
Frank Southern	213,000	185,805	82,531	44.42%	225,000	96,166	42.74%	16.52%
Golf Services	699,000	880,800	2,393	0.27%	701,000	26,450	3.77%	1005.47%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	13,500	10,749	765	2.73%	14,000	1,420	10.14%	85.62%
Adult Sports	16,000	28,065	0	0.00%	32,000	0	0.00%	0.00%
Youth Sports	25,500	30,162	34	0.11%	39,000	0	0.00%	-100.00%
BBCC	15,000	9,929	530	5.33%	18,000	4,821	26.78%	810.35%
Operations	0	26	0	0.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	35,000	37,750	4,750	12.58%	42,000	9,125	21.73%	92.11%
Urban Forestry	0	2,640		0.00%	0		0.00%	0.00%
Recover Forward	0	0		0.00%	0		0.00%	0.00%
Subtotal Program Rev	1,198,500	1,374,415	91,001	6.62%	1,259,400	137,981	10.96%	51.62%
General Fund Total	7,740,719	9,050,003	91,001	1.01%	9,397,519	137,981	1.47%	51.62%
Non-Reverting Fund								
Administration	35,600	151,029	12,677	8.39%	35,000	11,464	32.76%	-9.56%
Health & Wellness	6,450	5,678	457	8.05%	8,150	700	8.59%	53.17%
Community Relations	3,000	6,250	1,200	19.20%	3,000	1,000	33.33%	-16.67%
Aquatics	80,000	75,562	0	0.00%	82,500	1,185	1.44%	0.00%
Frank Southern	91,300	85,658	15,641	18.26%	55,000	15,919	28.94%	1.78%
Golf Services	163,000	238,405	433	0.18%	180,500	5,512	3.05%	1171.69%
Natural Resources	71,400	60,530	197	0.33%	71,400	642	0.90%	225.14%
Youth Programs	163,500	169,252	4,534	2.68%	170,000	3,421	2.01%	-24.55%
*TLRC -Operational	599,625	856,191	154,184	18.01%	725,749	171,814	23.67%	11.43%
Community Events	139,740	155,718	24,374	15.65%	144,800	31,443	21.72%	29.00%
Adult Sports	54,500	103,383	-3	0.00%	88,500	0	0.00%	0.00%
Youth Sports	8,000	3,302	0	0.00%	8,000	0	0.00%	0.00%
BBCC	7,600	21,842	443	2.03%	4,800	955	19.90%	115.67%
Operations	68,900	350,680	24,822	7.08%	69,940	524,085	749.34%	2011.39%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	41,500	69,760	8,626	12.37%	42,500	14,663	34.50%	69.99%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	14,600	16,700	1,320	7.90%	14,600	3,600	24.66%	0.00%
N-R Fund subtotal:	1,549,115	2,369,940	248,905	10.50%	1,704,839	786,403	46.13%	215.95%
Other Misc Funds								

G22-23 MCCSC 21st Com		19,117						
G19-20 MCCSC 21st Com								
G20-21 MCCSC 21st								
G21 MCCSC 21st		17,496						
G14009 Summer Food Grant		-2,866						
Communit Banneker Bus								
Kaboom Play Everywhere								
NRPA Nutrition Hub		5,000	5,000					
Duke Arbor Day		4,050						
Griffy LARE Veg. Mgt								
G15008 Leonard Spring								
G15009 Griffy Nature Days		4,328						
(902) Rose Hill Trust		621	20			320		
Banneker ROI		9,036						
Banneker Nature Days		4,293						
Yth & Adolescent Phy Act		6,941						
Nature Days Star								
2019 Deer Cull IN DNR CHAP		23,389	23,389					
Reservoir Fisheries		2,000						
Other Misc Funds total:	0	93,405	28,409		0	320		
TOTAL ALL FUNDS	9,289,834	11,513,348	368,315	3.20%	11,102,358	924,704	8.33%	151.06%

Non-Reverting Cash B	1	2	3	4	5	6	7
	Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
	Balance	as of	Misc.	as of	from	Revenue	Balance
	1/1/2023	2/28/2023	revenue	2/28/2023	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	427,446.31	11,464.35		1,693.15		9,771.20	437,217.51
Health & Wellness	16,253.08	700.00		306.73		393.27	16,646.35
Community Relations	42,319.83	1,000.00		0.00		1,000.00	43,319.83
Aquatics	373,664.34	1,185.00		0.00		1,185.00	374,849.34
Frank Southern Center	175,382.59	15,919.49		21,669.87		(5,750.38)	169,632.21
Golf Course	338,233.73	5,511.89		100.00		5,411.89	343,645.62
Natural Resources	361,240.86	641.50		3,867.60		(3,226.10)	358,014.76
Allison Jukebox	331,329.03	3,420.55		996.87		2,423.68	333,752.71
TLRC	(2,962,073.01)	156,242.84		333,391.78		(177,148.94)	(3,139,221.95)
TLRC Reserve	816,213.69	15,571.50		0.00		15,571.50	831,785.19
Community Events	525,209.53	31,443.33		8,294.25		23,149.08	548,358.61
Adult Sports	15,493.13	0.00		1,396.26		(1,396.26)	14,096.87
Youth Sports	(564.07)	0.00		1,591.06		(1,591.06)	(2,155.13)
Skate Park	22,417.65	0		0.00		0.00	22,417.65
Benjamin Banneker Cor	51,686.09	955		0.00		955.00	52,641.09
Operations	283,227.99	524,084.93		620,633.12		(96,548.19)	186,679.80
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	296,319.33	14,662.90		2,143.89		12,519.01	308,838.34
Landscaping	13,454.36	0.00		0.00		0.00	13,454.36
Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
Urban Forestry	49,417.09	3,600.00		0.00		3,600.00	53,017.09
Change Fund	0.00	0.00		0.00		0.00	0.00
Deposits	0.00	0.00		0.00		0.00	0.00
TOTALS	1,184,162.34	786,403.28	0.00	996,084.58	0.00	(209,681.30)	974,481.04
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds							(209,681.30)
** 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
02/07/2023	2213351	6	FR	GOLFC_GOLFC_	Cascades Banquet Room on 05/28/2	Refund Now	grabowsm	150.00	0.00	150.00
02/09/2023	2214294	4	PSS	5750	BBCC Rental (5750)	Refund Now	PHILBECE	225.00	0.00	225.00
02/10/2023	2214750	6	PM	TL-SR-6M	TL SR 6M PIF (33606)	Refund Now	grabowsm	175.00	0.00	175.00
02/28/2023	2225794	6	PM	TL-AD-1M	TL ADLT 1M PIF (34370)	Refund Now	grabowsm	32.00	0.00	32.00
02/28/2023	2225794	6	PM	TL-CAPFE	TL Capital Fee (34371)	Refund Now	grabowsm	20.00	0.00	20.00
02/28/2023	2225921	6	PM	TL-ADEFT	TL Adult EFT (33917)	Refund Now	grabowsm	35.00	0.00	35.00

Report Summary Totals

Total Refund Records:	6
Total Fees Refunded:	637.00
Total Tax Refunded:	0.00
Total Amount Refunded:	637.00

Refund Listing Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

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

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	02/01/2023 - Actual Date 02/01/2023
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	02/28/2023 - Actual Date 02/28/2023
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500

Bloomington Parks and Recreation Surplus Declaration Form

Mar-23

Mar-23

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 3-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Scott Pedersen, Youth Sports Coordinator
DATE: March 28, 2023
SUBJECT: REVIEW/APPROVAL OF WINSLOW SPORTS COMPLEX NORTH AND SENIOR SIDE CONCESSIONS AGREEMENT

Recommendation

Staff recommends approval of this agreement. Deposited funds of \$3,850 would go into 201-18-187202-43110.

Background

The Bloomington Junior League Baseball Association and Monroe County Senior League Baseball Association wishes to operate the Winslow North and Senior Side concessions building owned by The City of Bloomington Parks and Recreation Department. BJLBA and MCSLBA uses profits generated from sales to offset program costs and other related expenditures.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Scott Pedersen", written over a light gray rectangular background.

Scott Pedersen
Youth Sports Coordinator



**AGREEMENT
FOR
FOOD AND BEVERAGE CONCESSION
WINSLOW SPORTS COMPLEX - NORTH SIDE & SENIOR SIDE**

This Agreement, entered into this 28th day of March, 2023, by and between the City of Bloomington Parks and Recreation Department through its Board of Parks Commissioners (hereinafter, "Parks") and Bloomington Junior League Baseball Association/Monroe County Senior League Baseball Association (hereinafter, "Concessionaire"),

WITNESSETH:

WHEREAS, Parks owns and operates Winslow Sports Complex (the "Complex") at 2301 South Highland Street, Bloomington, Indiana; and

WHEREAS, the north side and senior side of the Complex contains space and equipment for a food and beverage concession with ice machine; and

WHEREAS, Concessionaire wishes to operate this concession; and

WHEREAS, Concessionaire has a history of operating an inclusive program that serves the needs of the Bloomington community; and

WHEREAS, Concessionaire has a good record of cooperation with Parks.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April 1, 2023 and end on October 1, 2023.

B. CONCESSIONAIRE'S RESPONSIBILITIES

1. Concession Fee

Concessionaire shall pay Parks a concession fee of Three Thousand Eight Hundred Fifty Dollars (\$3,850). Such fee shall be paid in two installments of One Thousand Nine Hundred Twenty Five Dollars (\$1,925) on or before July 1, 2023, and September 1, 2023.

2. Concession Menu and Pricing

- a. Concessionaire shall furnish Parks a listing of the complete menu and prices of items to be sold at the north side and senior side concession locations by May 1, 2023. Such menu and pricing is subject to the approval of the Parks Administrator.
- b. Soda and Sport drink vending machines are permitted at current level except at such times as Parks may designate, when their availability would conflict with other Parks commitments. Parks will inform Concessionaire of any times beyond those listed in Section C.1. herein when the vending machines must be made inoperable by Concessionaire for the duration of such events.

3. Maintenance of Concession Area

Concessionaire shall keep the serving facility and storage areas, and floors thereof, clean at all times and in such condition that it will pass all public health inspections. Concessionaire shall maintain this area in

compliance with all relevant Parks rules and regulations. Bagged and loose trash shall not be placed at ground level or in the immediate area of doorways. It shall instead be placed in or on top of trash receptacles.

4. Equipment Upkeep

- a. Concessionaire and its employees shall use reasonable care in the operation of the concession equipment provided by Parks, and shall not subject such equipment to abuse or unreasonable wear and tear. Concessionaire shall promptly notify Parks of any damage to, or malfunction of, the equipment. Concessionaire shall not make any improvements or repairs to the facility without approval from Parks.
- b. Concessionaire will operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state, and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

5. Insurance

Concessionaire shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured. Concessionaire shall also maintain Workers' Compensation Insurance as required by Indiana Code 22-3-2 et seq. Concessionaire shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. Concessionaire and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

6. Employees

- a. Concessionaire shall employ all personnel necessary for the operation of the food and beverage concession, and shall pay all necessary wages and payroll tax for such employees. Concession attendants must be a minimum of sixteen (16) years of age. Concessionaire shall designate supervisors. Designation of supervisors is subject to the approval of the Parks Administrator.
- b. All attendants and supervisors must secure any necessary documents and examinations required by any and all public health agencies. Concessionaire must verify that these necessary documents and examinations have been secured.
- c. Concessionaire shall take and successfully complete any trainings and certifications as required by the Monroe County Health Department. Concessionaire shall provide proof of successful completion to Parks by May 1, 2023.

7. Recordkeeping

- a. Concessionaire shall designate a treasurer who will keep and maintain books, records and accounts accurately reflecting the expenditure and revenues of the concession. These documents shall be open to inspection at all reasonable times by authorized agents of Parks or the City of Bloomington Controller's Office, such authorization to be given by the Parks Administrator.
- b. Concessionaire shall provide Parks with an annual statement of all financial records pertaining to operation of the concession facilities during the 2023 season.

8. Safety

- a. Concessionaire shall be responsible for implementing reasonable safety measures at the concession, and shall ensure that concession attendants are familiar with and comply with such measures.
- b. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit

- c. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Rules and Regulations

Concessionaire shall abide by all rules and regulations of Parks now in effect, and any rules and regulations which are passed during the term of this Agreement. Concessionaire shall also comply with all local, state and federal laws, including health codes, regarding the operation of the concession and the employment of all personnel.

C. RESPONSIBILITIES OF PARKS

1. Use of Property

- a. Parks shall grant permission for Concessionaire to use a designated area at the north side of the Complex for the operation of the food and beverage concession. Game night access will be one hour before game times.
- b. During the term of this agreement, any non-Concessionaire concessions operations must be approved by Parks.

2. Use of Equipment

Parks shall grant permission to Concessionaire to operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

3. Electricity

Parks shall provide all necessary electricity for operation of the concession.

4. Maintenance

- a. Parks shall perform all general maintenance of the Complex and its facilities. This shall not relieve Concessionaire of the responsibility to maintain the concession area, as outlined in Article B, Section 3.
- b. Upon notification by the Concessionaire, Parks shall repair or replace defective equipment owned by Parks within a reasonable period of time. The decision whether to repair or replace equipment shall be at Parks' discretion. In the event that equipment has been damaged due to Concessionaire's negligence, Parks may elect not to repair or replace such equipment.
- c. The ice machine located in the concession is aged. Parks will not purchase a replacement machine or make repairs outside of initial start-up. Concessionaire may elect to repair or replace the unit at Concessionaire's expense.
- d. Upon notification by Concessionaire, Parks shall repair or rectify, within a reasonable period of time, any defects at the Complex which create health concerns for the concession. Such defects may include, but not be limited to, plumbing malfunctions, leakage, or infestation.
- e. Parks shall not be responsible for food spoilage or other loss resulting from electrical outage or equipment failure, or from other emergency or act of God.

5. Inspections

Parks shall make unscheduled inspections of the concession facility to ensure that facilities and equipment are properly operated and maintained, and that operation is in compliance with the terms of this Agreement. Parks shall request inspections as necessary by the Monroe County Health Department.

6. Invoices

Parks shall invoice Concessionaire for each payment at least thirty (30) days in advance of the due date.

7. Rules and Regulations

Parks shall furnish Concessionaire with a list of the Parks rules and regulations now in effect, and shall inform Concessionaire of any changes or additions to the rules in a timely manner.

D. RELEASE, HOLD HARMLESS, AND INDEMNIFICATION

Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise as a result of the condition of the concession area, or the operation of the concession, including claims for personal injury, property damage, or any other type of claim which might be brought by Concessionaire or by any third party, even if caused by negligence of the releasees.

Concessionaire agrees to assume financial responsibility for the repair or replacement of any concession equipment which is damaged through the negligence of Concessionaire or its employees. The decision to repair or replace damaged equipment shall be at the election of Parks.

E. ASSIGNMENT OF AGREEMENT

Concessionaire shall not assign or sub-contract this Agreement or any of its terms except through prior approval of the Parks Administrator.

F. CHANGE TO AREA; ADVERTISEMENT

Concessionaire shall not:

1. Change the existing layout of the concession area or its equipment; or
2. Post any advertisements in the concession area without prior written approval of the Parks Administrator.

G. BREACH OF AGREEMENT

1. Notice and Time to Cure

In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have twenty (20) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within twenty days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

2. Electricity; Assumption of Operations

If Concessionaire is the breaching party, upon notice of breach and failure to cure, in addition to any other penalty or remedy to which it is entitled, Parks may shut off electricity to the concession area. Alternatively, Parks may take exclusive possession of its concession equipment and the concession area, and may assume or assign operation of the concession.

3. Liquidated Damages for Late Payment

Concessionaire acknowledges that the damages resulting to Parks as a result of late payment of the concession fee would be difficult to ascertain, and that liquidated damages as provided herein are reasonable. If Concessionaire is more than twenty (20) days late in making any scheduled payment to Parks under this Agreement, Parks may assess liquidated damages for late payment of \$100.00 for every month or part thereof that payment is in arrears. Parks shall not be required to comply with the notice and time to cure provisions of Section 1 of this Article in order to assess these liquidated damages.

In the event that late payments are received, Parks shall apply the payments in the following manner: First, to any arrearages; second, to any outstanding liquidated damages; and finally, to any payments presently due.

H. TERMINATION

1. Early Termination

- a. **Termination by mutual agreement:** The parties may terminate this Agreement prior to October 1, 2023 by mutual written agreement. In the event that such mutual agreement occurs, the termination shall be governed by the provisions of Section 3, below, unless the parties agree otherwise in writing.
- b. **Unilateral termination:** In the event that a non-breaching party elects to unilaterally terminate the Agreement under the provisions of Article G, Section 1, any unpaid portion of the concession fee shall become immediately due and owing, and the monthly liquidated damages described in Article G, Section 3 shall be regularly assessed until the annual fee is paid in full. Additionally, Concessionaire shall bear all costs and expenses related to collection of the fee and any liquidated damages, including, but not limited to, reasonable attorney fees.

2. Scheduled Termination

Unless the parties agree to extend the Agreement as set forth in Section 4, below, this Agreement shall automatically terminate on October 1, 2023.

3. Disposition of Facilities Upon Termination

Upon early or scheduled termination, Concessionaire shall vacate the Center concession within three business days. The concession area and all equipment provided by Parks shall be left clean and in good working order. Concessionaire shall remove any and all food and/or supplies and equipment from the concession area other than those items which are the property of Parks.

4. Extension of Agreement

Prior to the scheduled termination of this Agreement, the parties may agree in writing to extend the term of the Agreement for an additional specified period. Concessionaire shall notify Parks of its desire to extend the Agreement on or before October 1, 2023. In the event that the Agreement is extended, Parks may charge a reasonable additional concession fee.

5. COVID-19 Pandemic

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 therefore in writing.

I. MISCELLANEOUS

1. Enforcement

In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to, court costs and reasonable attorney's fees.

2. Waiver

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

3. Notices

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

Parks: Parks and Recreation Department
City of Bloomington
P.O. Box 100

Bloomington, IN 47402
ATTN: Scott Pedersen

Concessionaire: _____

4. 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.

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

CONCESSIONAIRE

CITY OF BLOOMINGTON

Name

Kathleen Mills, President
Board of Park Commissioners

Signature

Paula McDevitt, Park Administrator

Beth Cate, Corporation Counsel
City of Bloomington



STAFF REPORT

Agenda Item: A-8 Date: 3-22-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Scott Pedersen, Youth Sports Coordinator
DATE: March 28, 2023
SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH THE
MONROE COUNTY SENIOR LEAGUE BASEBALL ASSOCIATION

Recommendation

Staff recommends approval of this agreement to provide a youth baseball program at Winslow Sports Complex.

Background

The Monroe County Senior League Baseball Association provides youth baseball for kids ages 13-19. This program serves over 70 players. Practices and games are conducted at the Winslow Sports Complex Monday through Thursday from May until July. Projected revenue is approximately \$4,000.

RESPECTFULLY SUBMITTED,

_____

Scott Pedersen
Youth Sports Coordinator



COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this 28th day of March, 2023, by and between the Bloomington Parks and Recreation Department ("Parks") and Monroe County Senior League Baseball Association ("MCSLBA"), WITNESSETH:

WHEREAS, both Parks and MCSLBA wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and MCSLBA is in the public interest; and

WHEREAS, there is an apparent need for a youth baseball program, and Parks and MCSLBA desire to cooperate in the provision of a youth baseball program for the general public; and

WHEREAS, MCSLBA is capable to perform such services, and has a proven history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

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

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Purpose of Agreement.** This agreement outlines a program partnership which will combine available resources from each party to allow the Bloomington community to participate in an affordable, effective and diverse youth baseball program designed to introduce beginners to the sport as well as provide for skill advancement.
2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 1, 2023, unless terminated earlier as provided herein.
3. **Duties of Parks.** Parks agrees to:
 - a. Allow MCSLBA's user group access to Winslow Baseball Field #6 in priority category #3 based on the order established by the Board of Park Commissioners:
 1. Parks programs
 2. Monroe County Community Schools Corporation programs
 3. **Partnership programs**
 4. Independent programs
 - b. Allow MCSLBA access to Winslow Baseball Field #6 specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:	
Practice (excludes field lining)	\$16.00 per hour
Practice with lights (excludes field lining)	\$20.00 per hour
Weeknight Competition (includes field lining)	\$23.00 per hour
Weekend Competition (includes field lining)	\$25.00 per hour
With on-site maintenance	\$30.00 per hours
All day per field	\$165.00

Bryan Park Field #1 and #2:	
Practice (excludes field lining)	\$10.00 per hour
Competition (includes field lining)	\$12.00 per hour

- c. Allow MCSLBA access to practice on Winslow Field #6 based on availability and at varying rates depending on published prices of this facility.
 - d. Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
 - e. Provide sport field lighting on field 6 and parking lot lighting, including the cost of maintenance and operation of lighting systems for field 6, parking lots and buildings.
 - f. Provide turf management, including seeding, fertilizing, aerifying, weed control, and mowing. MCSLBA is not permitted to provide field maintenance of any type, including dragging the infield and raking base paths.
 - g. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
 - h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that MCSLBA is not comfortable with resuming play after an all clear is given from a Parks representative, MCSLBA may decide to cancel play and that will be communicated on the hotline.
 - i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
 - j. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
 - k. Provide the services of the Youth Sports Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
 - l. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
- 4. Goals and Duties of MCSLBA.** The goals of MCSLBA are to offer a youth baseball program for the community at large, introduce and publicize MCSLBA to the public, and provide programming for children of MCSLBA. MCSLBA hereby agrees to:
- a. Maintain close contact with the Youth Sports Coordinator and appoint this person as Parks liaison to the user group's policymaking board.
 - b. Agree to have each head coach obtain the MCSLBA Coaching Education program requirement. This must be done the coach's first year as head coach in the program and is valid for a period of three years. Coaches returning for a fourth or more year(s) must obtain current certification.

Agree to have all adults involved with the program submit to a local and state criminal history check.

- c. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, Payment must be made by the due date and in a timely manner.)
 - d. List the Parks and Recreation Department on all publicity and promotional materials developed by user group as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Parks and Recreation Department’s Youth Sports Coordinator for approval prior to distribution to the public.
 - e. Any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues will be referred to Parks and Recreation on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
 - f. Obtain legally binding liability waivers from all participants, which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that MCSLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
 - g. Name the City of Bloomington as additional insured on its general liability policies and provide Parks with certificate of insurance prior to May 1, 2023.
5. **Behavior.** The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.
6. **Parks Review of MCSLBA Program.** MCSLBA is recognized as having the ability to conduct the youth baseball program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior, and service quality issues.
7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.
9. **Notice and Agreement Representatives.**
Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:
- | | |
|-------------------------|----------------------------------|
| MCSLBA President | Bloomington Parks and Recreation |
| Kyle McAninch | Scott Pedersen |
| 2128 E. Meadowbluff Ct. | P.O. Box 848 |

Bloomington, IN 47401
(812) 322-4005

Bloomington, IN 47402
(812) 349-3774

Agreement representatives for the day-to-day operations and implementation of this agreement shall be:
Kyle McAninch
President
(812) 322-4005

Scott Pedersen
Youth Sports Coordinator
(812) 349-3774

10. Termination. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to cure the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

a. 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 therefore in writing.

11. Insurance and Indemnity. MCSLBA shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and MCSLBA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. MCSLBA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

MCSLBA

BLOOMINGTON PARKS AND RECREATION

By: _____
Kyle McAninch, President

By: _____
Paula McDevitt, Administrator

Kathleen Mills, President
Board of Park Commissioners

Beth Cate, Corporation Counsel
City of Bloomington



STAFF REPORT

Agenda Item: A-9
Date: 3-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Scott Pedersen, Youth Sports Coordinator
DATE: March 28, 2023
SUBJECT: APPROVAL OF PARTNERSHIP AGREEMENT WITH THE BLOOMINGTON FOOTBALL CLUB

Recommendation

Staff recommends approval of this agreement. We estimate invoicing this partner for about \$12,000 hourly field rentals in 2023. We invoice this type of partner after each session (spring, summer, fall).

Background

The Bloomington Football Club provides an affordable and effective youth soccer program, designed to introduce beginner participants to the sport as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement. BFC provides soccer to over 60 youth participants at Winslow Sports Complex. The program will begin in March, 4-5 days a week, and conclude in November.

RESPECTFULLY SUBMITTED,



Scott Pedersen,
Youth Sports Coordinator



COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this 21st day of March, 2023, by and between the Bloomington Parks and Recreation Department ("Parks") and Bloomington Football Club ("BFC"), WITNESSETH:

WHEREAS, both Parks and BFC wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and BFC is in the public interest; and

WHEREAS, there is an apparent need for a recreational youth soccer program, and Parks and BFC desire to cooperate in the provision of a youth soccer program for the general public; and

WHEREAS, BFC is capable to perform such services, and has a history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

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

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

- 1. Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth soccer program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.
- 2. Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until November 1, 2023, unless terminated earlier as provided herein.

3. Duties of Parks. Parks agrees to:

- a. Allow BFC access to Winslow Field 5 on a first priority basis.
- b. Allow BFC access to Winslow Baseball Field 5 specified on the March 20, 2023 and times BFC provides at the beginning of the season, at the following partnership rates:

Winslow Sports Complex:

Practice/Games (excludes field lining) \$16.00 per hour

Practice/Games with lights (excludes field lining) \$20.00 per hour

Olcott Park:

Practice/Games (excludes field lining) \$16.00 per hour

Twin Lakes Turf Field (when not in use by Bloomington Soccer LLC)

Practice/Games \$65.00 per hour

- c. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- d. Provide sport field lighting until 10pm and parking lot lighting. Field 5 lighting is original 1977 equipment and will be provided 'as is' as long as operable, at the current pre-season lighting levels, with no additional capital investment. If Field 5 lighting becomes a safety hazard to youth players, Parks shall maintain and repair Field 5 lighting to its 'as is' condition that existed as of the execution of this Agreement. Field 6 will be maintained and annually repaired at reasonable times, as determined necessary by the City.
- e. Provide turf management including seeding, fertilizing, aerifying, weed control, and mowing. Turf Management shall include, but is not limited to:
 - 1. Providing seeding, fertilizing, aerifying, and weed control services at least twice a year and whenever it is reasonably necessary based upon field and weather conditions. Mowing shall be provided based upon turf conditions and when reasonably requested by BFC.
 - 2. Providing mole/vole remediation services to eliminate moles and voles from the fields. In addition, Parks will provide services to repair areas of the turf damaged by voles and moles as these holes pose a risk to youth soccer players.
- f. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline

(812) 349-3610 option #2.

- g. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BFC is not comfortable with resuming play after an all clear is given from a Parks representative, BFC may decide to cancel play and that will be communicated on the hotline.
- h. Provide a storage room for BFC program supplies at Winslow Sports Complex. Parks shall also repair the doors to the structure behind home plate on field 5 so that it can be utilized for storage by BFC.
- i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex.
- j. Provide the services of the Youth Sports Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- k. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
- l. Allow play on coned off parking lot area if fields are unplayable.
- m. Provide initial lining of up to 5 soccer fields in Winslow field 5. This initial lining shall include lining of fields in March prior to the initiation of BFC's Spring Season and once again in August prior to the initiation of BFC's Fall Season. Parks' staff shall coordinate with BFC to arrange a time and manner of the lining of soccer fields. In the event that Parks cannot maintain/paint field lines in a reasonably timely manner, Parks shall provide paint to BFC. Parks shall provide 50% of annual paint costs.
- n. Allow BFC to hang sponsor banners on fencing of Winslow field 5.

4. Goals and Duties of BFC. The goals of BFC are to offer a recreational youth soccer program for the community at large, introduce and publicize BFC to the public, and provide programming for children of BFC. BFC hereby agrees to:

- a. Maintain close contact with the Youth Sports Coordinator.
- b. Purchase field line paint and line as needed and maintain/paint field lines on Winslow Field 5 throughout BFC's usage.
- c. Agree to have each head coach obtain Coaching Education program requirements. BFC also agrees to have all adults involved with the program submit to a local and state criminal history check.
- d. Collect fees and pay monthly field usage fees as specified in the above rates.

Failure to cancel reserved times and dates, at least two weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)

- e. List the Parks and Recreation Department on all publicity and promotional materials developed by BFC as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Parks and Recreation Department’s Youth Sports Coordinator for approval prior to distribution to the public.
 - f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
 - g. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BFC fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
 - h. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with certificate of insurance prior to March 20, 2023.
 - i. Refrain from operating vehicles or other equipment on-site while participants are present.
5. **Behavior.** The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.
6. **Parks Review of BFC Program.** BFC is recognized as having the ability to conduct the youth soccer program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues.
7. **Prohibited Conduct.** The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
8. **Firearms.** Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Moreover, per Indiana Code 35-47-

11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Notice and Agreement Representatives.

Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

BFC President
Jeremy Sweet
905 S. Hawthorne Dr.
Bloomington, IN 47401
(812)345-0278

Bloomington Parks and Recreation
Scott Pedersen
P.O. Box 848
Bloomington, IN 47402
(812) 349-3774

Agreement representatives for the day to day operations and implementation of this agreement shall be:

Jeremy Sweet
BFC President
(812)345-0278

Scott Pedersen
Youth Sports Coordinator
(812) 349-3774

10. Termination. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

- a. 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 therefore in writing.

11. Insurance and Indemnity. BFC shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and BFC shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. BFC and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

12. Additional Agreements.

- a. The Winslow Field 5 is a practice field, not an 11v11 soccer competition field; Field 5 shall only be used by BFC as a practice field. The City will not expand the Winslow 5 field. Nothing in this provision shall be construed to prevent club friendlies or scrimmages.
- b. The Winslow Field 5 baseball fences must remain as they are; BFC shall not alter the fences.
- c. BFC shall move goals and other equipment off of Winslow 5 after a practice or match anytime they receive notice from the City prior to the start of that practice or match, provided that Parks have provided at least 72 hours' notice to BFC to allow BFC to coordinate removal of their equipment.
- d. The Winslow Field 6 priority use is as a baseball field, and any individual, group, or team wishing to use Field 6 as a baseball field has priority. However, if no one is then using Winslow Field 6, BFC may use the grass areas only for practice or warming up.
- e. Parks shall list BFC as an approved partner in all applicable marketing and advertising material where partners are generally listed.

BFC

By: _____
Jeremy Sweet, President

BLOOMINGTON PARKS AND RECREATION

By: _____
Paula McDevitt, Director
Bloomington Parks and Recreation

Kathleen Mills, President
Board of Park Commissioners

Beth Cate, Corporation Counsel
City of Bloomington



STAFF REPORT

Agenda Item: A-10 Date:

Administrator Review\Approval

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: March 28, 2023
SUBJECT: COOPERATIVE PARTNERSHIP AGREEMENT WITH MONROE COUNTY CIVIC THEATER

Recommendation

Staff recommends the approval of the 2023 partnership agreement with Monroe County Civic Theater for the rehearsal and performance of a Shakespeare play as a part of the Shakespeare in the Park program. There is no monetary exchange involved in this partnership.

Background

This is the 33rd year of this partnership between Bloomington Parks and Recreation (BPRD) and Monroe County Civic Theater, Inc. (MCCT) to share resources to provide the Bloomington community with free performances of Shakespeare plays in one of our community parks. MCCT is responsible for the production of the plays, while BPRD provides assistance in the form of promotion of the event and the use of Waldron, Hill, and Buskirk Park. Changes for this year's partnership include a change of dates for this year's production and rehearsal times.

This year's production will be "Richard III" and will be held Thursday, June 1 through Sunday, June 4 on the stage at Waldron, Hill, and Buskirk Park.

RESPECTFULLY SUBMITTED,

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

Crystal Ritter, Community Events Coordinator

**City of Bloomington
Parks and Recreation Department
Program Partnership Agreement
Monroe County Civic Theater**

This Agreement is made and entered into this ____ day of _____, 2023, by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Monroe County Civic Theater (“MCCT”).

WHEREAS, BPRD and the MCCT desire to cooperate in order to provide theater programs and productions for the benefit of the general public; and

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

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

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from April 17, 2023, to December 31, 2023, unless early termination occurs as described in Article 8.0 of this Agreement.

3.0 Bloomington Parks and Recreation:

The goal of BPRD is to build a positive relationship with the MCCT in order to provide free performances of “Shakespeare in the Park” for the Bloomington community.

BPRD agrees to:

- a. Provide use of the stage and stage lawn at Waldron, Hill, and Buskirk Park for five (5) dates in the month of June during the week of the performances (Wednesday-Sunday). Performances are to be held Thursday, June 1 through Sunday, June 4 and for a dress rehearsal on Wednesday, May 31. Performances on June 1-3 will begin at 7 p.m. and the performance on June 4 will begin at 2 p.m.
- b. Allow Monroe County Civic Theater to rehearse on the stage at Waldron, Hill, and Buskirk Park in the six (6) weeks leading up to the week of the performances. Rehearsals will start on Monday, April 17. A list of rehearsal dates is included below. .

Week #1: April 17-20

Week #2: April 24-27

Week #3: May 1-4

Week #4: May 8-11

Week #5: May 15-18

Week #6: May 22-25

Performance Week: May 29-June 4

- c. Allow Monroe County Civic Theater use of the stage on Sunday, April 23 for *National Talk Like Shakespeare Day* event.
- d. Publicize performances with the Performing Art Series through concert cards, program guide, and in weekly press releases.
- e. Rent the restrooms at the Allison-Jukebox Center to MCCT for the dates of their dress rehearsal (May 31) and performances (June 1-4).

4.0 Monroe County Civic Theater:

The goals of MCCT are to provide opportunities for actors to gain experience in theatrical productions and provide free, quality performances of “Shakespeare in the Park” for the Bloomington community.

MCCT agrees to:

- a. Name BPRD in all forms of publicity as a co-sponsor of performances held in Waldron, Hill and Buskirk Park.
- b. Be responsible for the production in its entirety including: auditions, rehearsals, staging, props, costumes, and other production needs.
- c. Ensure that the productions are appropriate for the general public.
- d. Inform actors, directors, and producers of policies and building procedures and adhere to the same.
- e. MCCT will provide a schedule to BPRD two (2) weeks prior to rehearsals so that BPRD may make sure that no other rentals or park maintenance would conflict with rehearsals.
- f. Spot clean stage after use and communicate any maintenance needs to the BPRD staff.

5.0 Release and Hold Harmless Agreement:

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

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

- a. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and MCCT.
- b. The staff and personnel involved in this Agreement will at all times represent both partners to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction.
- c. The commitment of personnel, promotions, equipment, and funding sources will be honored according to the timetable agreed upon by both partners.
- d. MCCT is recognized as having the expertise and experience to run the production safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.

- e. The Agreement and the services provided will be evaluated in February, 2024.
- g. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit. **Theatrical property weapons may be used for theatrical productions with pre-approval from BPRD.**
- h. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington property.

7.0 Notice and Agreement Representatives:

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

Monroe County Civic Theater
Emily Bedwell

Bloomington, Indiana
president@mcct.org

Bloomington Parks and Recreation
Becky Higgins
P.O. Box 848
Bloomington, Indiana 47402
812-349-3713

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

Monroe County Civic Theater
Steve Heise
1406 S. Washington St.
Bloomington IN 47401
812-323-9360 (home)

Bloomington Parks and Recreation
Crystal Ritter
PO Box 848
Bloomington, Indiana 47402
812-349-3725

8.0 Termination

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

9.0 E-Verify

Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, MCCT as a business entity has to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. MCCT is not required to continue this verification if the E-Verify program no longer exists. However, MCCT is a not-for-profit organization that does not have any employees and therefore, is not able to register with the E-Verify program. As a consequence, in order to be in compliance with Ind. Code 22-5-1.7-11(a), MCCT shall sign an affidavit affirming that MCCT currently does not employ any employees, but only works with volunteers, and if MCCT should hire any employee or contract employee, it commits itself to participate in the E-Verify program and will immediately sign an amended Affidavit as required by state law, that it is registered with the E-Verify program and if it hires employees, it will not be employing any unauthorized alien. The Affidavit to this effect is attached to and incorporated into this Agreement as Exhibit A.

If an amended affidavit becomes necessary during the term of this Agreement, MCCT –by signing this Agreement—commits itself to (1) notify BPRD prior to hiring such an employee or contracting with a contract employee, (2) register with e-verify prior to the hiring, (3) check the employee through E-Verify, and (4) sign the amended Affidavit within three (3) business days prior to hiring an employee.

IN WITNESS WHEREOF, this Agreement is effective upon signature by both partners.

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

MONROE COUNTY CIVIC THEATER

Kathleen Mills, President
Board of Park Commissioners

Emily Bedwell, President

Paula McDevitt, Parks Director

Beth Cate, Corporation Counsel

[illegible]

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

- Signature

[illegible]

Notary Public

Residing in _____ County

My Commission Expires: _____



STAFF REPORT

Agenda Item: A-11
Date: 3-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: March 28, 2023
SUBJECT: SERVICE AGREEMENT WITH AQUATIC CONTROL INC FOR GRIFFY LAKE AQUATIC VEGETATION MANAGEMENT CONTRACT

Recommendation

Staff recommends approval of the contract for an aquatic vegetation survey and updates to the aquatic vegetation management plan for Griffy Lake. If needed, the service quote also includes treatment of invasive species. The total amount is not to exceed \$2,700.

Funding source: Survey - General Fund: 200-18-184000-53990 - \$1,500
Treatment - Non-Reverting Fund: 201-18-184000-53990 - \$1,200.

Background

Aquatic Control has been contracted to create and update aquatic vegetation management plans, and to treat invasive plants in Griffy Lake, since 2004. After the successful treatment of Eurasian Watermilfoil in 2021, the management goals have shifted towards surveying aquatic vegetation populations found in Griffy Lake to update the Griffy Lake Aquatic Vegetation Management Plan and determine future management recommendations to improve fish habitat. The management plan will provide information on the health of the vegetation community in the lake and if future invasive plant management is needed. This service agreement also includes a quote to treat up to 2.2 acres of Eurasian Watermilfoil if detected during the survey.

RESPECTFULLY SUBMITTED,

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

Rebecca Swift, Natural Resources Coordinator

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
AQUATIC CONTROL INC
FOR
GRIFFY LAKE AQUATIC VEGETATION MANAGEMENT CONTRACT**

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before August 31st, 2024 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 thousand seven hundred dollars (\$ 2,700). 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:

Rebecca Swift
City of Bloomington Parks and Recreation
401 N. Morton St. Suite 250
Bloomington, IN 47402

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, 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 Parks and Recreation		Aquatic Control Inc.
Attn: Rebecca Swift		Attn: Leif Willey
401 N. Morton, Suite 250		418 W. SR 258
Bloomington, Indiana 47402		Seymour, IN 47274

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

AQUATIC CONTROL INC.

Beth Cate, Corporation Counsel

Leif Willey, Lake & Special Projects Supervisor

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Griffy Lake Aquatic Vegetation Management Plan Update

Tier I Aquatic Vegetation Survey (Spring)	\$750.00
Plan Update document preparation	\$750.00

Eurasian Watermilfoil Treatment

ProcellaCOR EC herbicide treatment of 2.2 acres	\$1,200.00
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Total	\$2,700
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EXHIBIT B

“Project Schedule”

Tier I Aquatic Vegetation Survey (Spring)	April – May 31, 2023
Eurasian watermilfoil treatment	May – June 31, 2023
Post-treatment map with the herbicide and acreage	August 2023
Griffy Lake Aquatic Management Plan Results	January 2024
Public meeting to present results before	April - May 31, 2024

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

AQUATIC CONTROL INC.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-12 Date: 3-22-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: March 28th, 2023
SUBJECT: SERVICE AGREEMENT WITH EZ-DOCK MID-AMERICA FOR THE
INSTALLATION OF NEW RAILINGS ON THE GRIFFY LAKE ACCESSIBLE
BOAT LAUNCH

Recommendation

Staff recommends approval of this Service Agreement with EZ-Dock Mid-America LLC for the installation of new railings on the Griffy Lake accessible boat launch. Funding source: 201-18-184000-52340. Amount not to exceed \$3,956.

Background

The railings on the accessible boat launch at Griffy Lake need to be replaced after several years of welding repairs and maintenance. The vendor is sole provider of EZ-Dock floating docks in Indiana. EZ-Dock is the brand of dock and boat launch we currently have at Griffy Lake. A new railing design has become available that should reduce the need for future maintenance.

RESPECTFULLY SUBMITTED,

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

Rebecca Swift, Natural Resources Coordinator



**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
EZ-DOCK MID-AMERICA**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and EZ-Dock Mid-America LLC ("Contractor").

Article 1. Scope of Services. Contractor shall provide services related to the installation of new boat launch railings, this includes, freight, delivery, removal of old rails, labor, and all materials necessary to replace the existing damaged railings.

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 31st, 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 Rebecca Swift, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed three thousand nine hundred and fifty six (\$3,956). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Rebecca Swift, Natural Resources Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. 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: Installation will occur between April 3rd, 2023 and April 28th, 2023 during the week outside of boathouse business hours. Contract expiration date extended in case issues arise with material delivery and weather related delays. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Rebecca Swift, 401 N. Morton, Bloomington, IN 47404. Contractor: EZ-Dock Mid-America LLC, Attn: Mike Deaton, 215 South Madison, Fortville, IN 46040. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EZ-DOCK MID-AMERICA LLC

Signature

Print Name and Title

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

EZ-DOCK MID-AMERICA

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



STAFF REPORT

Agenda Item: A-13 Date: 3-22-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Mark Marotz, Operations Superintendent
DATE: March 28, 2023
SUBJECT: CONTRACT WITH SUNSET HILL FENCE CO. FOR B-LINE FENCE REPAIR

Recommendation

Staff recommends approval of short service agreement with Sunset Hill Fence Co LLC for emergency B-Line Trail fence repairs.

Amount: \$2,200

Funding: 201-18-189000-53990

Background

A tree near the train tracks on the west end of the B-Line Trail near Adams Street fell due to high winds and damaged approximately 50 feet of 8-foot high black chain link fence. The damage was causing the fencing to hang over near the trail causing safety concerns which warranted immediate repair. The Controller's office approved an emergency purchase request in this amount and the work has been completed. This staff report and contract are follow up items to that emergency purchase. We are working to have the amount reimbursed from the Indiana Railroad Company, as the tree fell from their property.

RESPECTFULLY SUBMITTED,

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

Mark Marotz, Operations Superintendent

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
SUNSET HILL FENCE CO, LLC**

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

Article 1. Scope of Services. Contractor shall provide **Repair 8' black vinyl chain link fence damaged by tree on B line trail. Furnish and install approx. 50' of 8' black vinyl chain link fence, approx. 50' of 1 5/8" black vinyl top railing and 1-2 1/2 x 11' line post set in concrete.** ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before March 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two thousand two hundred dollars (\$2,200.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule. Contractor shall perform the Services according to the following schedule: Work scheduled to begin week of March 13 and be completed by March 31.

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

Article 7. Termination. In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein. The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Mark Marotz, 401 N. Morton, Bloomington, IN 47404. Contractor: Sunset Hill Fence Co LLC, Attn: Tony Sowders, 1440 W Bloomfield Rd Bloomington IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Sunset Hill Fence CO LLC

Beth Cate, Corporation Counsel

Tony Sowders

CITY OF BLOOMINGTON PARKS AND RECREATION

Owner

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Sunset Hill Fence Co, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-14 Date: 3-22-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: March, 28 2023
SUBJECT: SERVICE AGREEMENT WITH TREES PLE, INC FOR PEST AND DISEASE TREATMENT

Recommendation

Staff recommends approval of service agreement with Trees PLE, INC for the emergency, or high priority treatment of trees infected with a time sensitive pest or disease.

Funding source: 200-18-189503-53990

Amount not to exceed: \$5000.00

Background

We have worked with Trees PLE over the years to treat various diseases and pest issues in our urban forest. This service agreement will allow us to treat pest or disease infections with high mortality rates in an immediate time frame.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Haskell Smith".

Haskell Smith, Urban Forester

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
DEPARTMENT
AND
TREES PLE, INC**

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

Article 1. Scope of Services Contractor shall provide emergency or high priority treatment for time sensitive pest and or diseases in trees. ("Services"). Specific scopes of work will be quoted individually, approved by BPRD, and communicated to Contractor in writing before work commences. Once work commences, Contractor shall provide and complete the Services described in this Agreement as promptly as possible under the circumstances. Contractor shall complete the Services required under this Agreement on or before December 31, 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 the guidelines set forth by the American National Standards Institute, specifically ANSI A300 for tree care practices. The Department shall be the sole judge of the adequacy of Contractor's work in meeting the standards set forth in the ANSI A300; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standards set forth in the ANSI A300.

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Haskell Smith, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty. The Department's right to terminate this Agreement without penalty does not relieve the Department of compensating the Contractor for services that were already rendered under this Agreement prior to its termination.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: All work completed by December 31, 2023.

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

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in

the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Haskell Smith, 401 N. Morton, Bloomington, IN 47404. **Contractor:** Trees PLE, INC., 8080 S Strain Ridge Rd, Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

TREES, PLE

Signature

Print Name and Title

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

[illegible]

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

Trees PLE, INC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-15
Date: 3-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: March 28th, 2023
SUBJECT: ADDENDUM WITH MADER DESIGN FOR ROGERS FAMIL PARK DESIGN

Recommendation

Staff recommends approval of an addendum with Mader Design for the Rogers Family Park project design in an amount not to exceed an additional \$500. Funding source: 201-18-189000-53990.

Background

This addendum adds scope to the contract for the Rogers Family Park design for Mader Design to cover the development and distribution of relevant materials for a Stormwater Protection Plan. The amount will be reimbursed from the Parks Foundation via the project donation as an overall part of the project.

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

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
MADER DESIGN, LLC
FOR
ROGERS FAMILY PARK DESIGN**

(Entered in this ____ day of _____, 2023)

WHEREAS, in January 2021 the City of Bloomington Department of Parks and Recreation (the “Department”) and Mader Design, LLC (“Contractor”) entered into an Agreement for the design of Rogers Family Park, attached and incorporated into this Addendum as Exhibit B; and

WHEREAS, based on available funding and project needs, an additional scope of work to create and distribute a Stormwater Protection Plan became necessary; and

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

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

WHEREAS, pursuant to Article 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. Services: To amend the Agreement to include the additional scope of work in Exhibit A with this Addendum.

Article 3. Compensation: To amend the Agreement to reflect the additional charge of not to exceed five hundred dollars (\$500.00).

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

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

CITY OF BLOOMINGTON

MADER DESIGN, LLC

Paula McDevitt, Director
Parks and Recreation Department

Jeff Mader, Owner

Kathleen Mills, Park Board President
Board of Park Commissioners

Beth Cate, Corporation Counsel

EXHIBIT A
Additional Scope of Work

Mader Design will create and distribute a stormwater protection plan for the site and distribute necessary materials for approval through relevant agencies.

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
MADER DESIGN
FOR
GOAT FARM (ROGERS FAMILY PARK)
DESIGN AND CONSTRUCTION DOCUMENTS**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Mader Design (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to develop a passive recreation area at the Goat Farm property (to be renamed Rogers Family Park); and

WHEREAS, the Department requires the services of a professional Contractor for landscaping architecture services to complete Design and Construction Documents for the Goat Farm property master plan (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 May 1, 2022 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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”). 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 Sixty six thousand one hundred dollars (\$66,100). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions.

Accordingly, Contractor cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers and employees of the City and the Department from damages, costs, expenses or other liability to the extent resulting from the reckless or negligent performance of Contractor's professional services 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 and employees of each shall be included as additional insureds under the General Liability and Automobile 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		Mader Design LLC
Attn: Tim Street		Jeffrey R. Mader, ASLA, LEED AP
401 N. Morton, Suite 250		302 Main Street
Bloomington, Indiana 47402		Beech Grove, IN 46107

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

Mader Design, LLC

Philippa M. Guthrie, Corporation Counsel

Jeff Mader, ASLA, LEED AP
Principal/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:

Project Scope

Mader Design shall provide professional landscape architectural services to provide:

A. Rogers Family Park

Survey

1. Survey shall be provided by Bledsoe Riggert Cooper James, and is included in this agreement as a separate line item. This work will be coordinated as part of this project and included in project invoicing. Survey work will be requested immediately upon approval of this Agreement, and shall include the following items in areas where master plan shows new work, including new plaza space extending north to Winslow Road and trail connection, and south trail connection within flood hazard areas:
 - i. Survey shall locate site improvements (steps, handrails, walls, light poles, walks, fences, and etc...), and visible surface utilities and underground public utilities marked by Indiana811. Hard and soft surfaces will be located on a maximum 50-foot grid.
 - ii. FEMA flood hazard lines will be shown based on shape files downloaded from the FEMA Flood Map Service Center website.
 - iii. Where ground topo is performed, provide contours of existing site conditions at 1-foot intervals.
 - iv. Where ground topo is not performed, provide lidar contours based on GIS data at 2-foot intervals.
 - v. Provide approximate boundary line information for the western lines of the park parcel in the areas of proposed improvements based on limited deed research and limited corner searching for boundary monuments. This will not constitute a retracement boundary survey, although a retracement boundary survey can be provided for an additional charge.
 - vi. Provide private underground utility locations (water lines, electric lines, etc.) based on markings by a private utility locating firm. This does not include utility exploration via excavation or potholing.

Design Development

1. Meet with Owner, Foundation, and possibly Donor for a kickoff meeting at the site to review existing conditions and discuss project goals and potential options.
2. Visit site to review existing conditions and review survey drawings.
3. Develop design work from preliminary design/master plan, research design and materials options and other constraints, refine materials, and develop design options for specialty amenities related to the project.
4. Meet with Owner periodically throughout the project to review input and refine project direction.

5. Develop Design Development plans, indicating hardscape layout, general landscape layout, materials suggestions, standard details, and concepts for feature/design elements for discussion and review with Owner.
6. Discuss and finalize direction for development of Construction Documents with Owner approval of Design plans.

Construction Documents

1. Coordinate with Owner and Foundation/Donor for project input related to project goals and processes.
2. Refine final design option as appropriate.
3. Develop construction documents, including drawings and specifications, covering the scope of construction for Contractors to Quote or Bid and perform required construction activities.
4. Provide final Construction Documents to Owner for Bidding/Quoting Proposes. It is anticipated that Owner will provide front end/contract/city standard requirements, and facilitate the bidding process through a digital plan room. Construction Documents shall include (and may be combined for efficiency);
 - vii. Cover Sheet
 - viii. Existing Conditions Plan/Site Survey
 - ix. Site Layout Plan (with Shelter and Electrical scope identified for Design/Build)
 - x. Site Grading & Drainage Plan with SWPPP
 - xi. Landscape Plan
 - xii. Details
 - xiii. Written Technical Specifications

Construction Phase Services

1. Provide PDF drawings and written specifications to Owner for advertising and plan distribution through the online City Plan Room. Note, Owner shall provide front end documents, including general requirements, sample contracts and other standard project documentation.
2. Assist Owner with coordination with City Engineering/Transportation/Planning meeting.
3. Attend pre-bid meeting if appropriate, and answer bidder questions and provide Addenda as required.
4. Provide review of bid information and input to Owner if requested.
5. Construction Phase Services – Be available to answer contractor questions, review shop drawings, and attend up to 5 site visits, one pre-construction, three during construction, and one at construction completion. A progress report with pictures will be provided for the general visits, and a more formal Final Site Observation Report (Punch List) will be provided after the final visit.

EXHIBIT B

“Project Schedule”

Anticipate starting the project upon approval of the contract. BPRD and Mader Design will coordinate a mutually agreeable design and construction schedule with completion of construction documents anticipated in late spring/early summer and construction completion estimated by late 2021 or early 2022.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Mader Design, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-16 Date: 3-22-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: March 28, 2023
SUBJECT: SERVICE AGREEMENT WITH SEXTON WILBERT CORPORATION FOR SERVICES AT WHITE OAK CEMETERY

Recommendation

Staff recommends approval of this service agreement with Sexton Wilbert Corporation to perform burial vault services at White Oak Cemetery. Funding source: 200-18-189501-53990. Amount not to exceed \$1000.

Background

Sexton Wilbert Corporation provides burial vaults and interment services for the greater Bloomington area and regularly performs those duties in the Rose Hill and White Oak Cemeteries. Their services are required in White Oak Cemetery to relocate a burial vault that was wrongly interred in plot J, 4 instead of J, 2.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, Urban Greenspace Manager

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

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

Article 1. Scope of Services. Contractor shall provide burial vault services at White Oak Cemetery ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Joanna Sparks, 401 N. Morton, Bloomington, IN 47404. Contractor: Sexton Wilbert Corporation, Attn: Mark Sexton, 1908 West Allen Street, Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

SEXTON WILBERT CORPORATION

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

SEXTON WILBERT CORPORATION

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-17
Date: 3-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: March 28, 2023
SUBJECT: SERVICE AGREEMENT WITH BLEDSOE, RIGGERT, COOPER & JAMES
INC FOR TOPOGRAPHIC SURVEY AT PARK RIDGE EAST PARK

Recommendation

Staff recommends approval of this service agreement with Bledsoe, Riggert, Cooper & James, Inc. for topographic survey work at Park Ridge East Park. Funding source: 200-18-189500-53990. Amount not to exceed \$5000.

Background

A topographic survey is required as part of a green infrastructure erosion control project at Park Ridge East Park. Bledsoe, Riggert, Cooper & James, Inc. (BRCJ) staff acquired familiarity with this property when they provided a boundary survey in 2019 as part of the ongoing ecological restoration project. They have also provided topographic and boundary surveys for other Parks properties for various projects. BRCJ's staff have consistently provided quality services and exhibited a high level of professionalism.

RESPECTFULLY SUBMITTED,

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

Joanna Sparks, Urban Greenspace Manager

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLEDSOE, RIGGERT, COOPER AND JAMES, INC.**

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

Article 1. Scope of Services. Contractor shall provide a topographic survey of Park Ridge East Park ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Joanna Sparks, 401 N. Morton, Bloomington, IN 47404. Contractor: Bledsoe, Riggert, Cooper & James, Inc., Attn: Chris Porter, 1351 West Tapp Road, Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

BLEDSON, RIGGERT, COOPER AND JAMES, INC.

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

BLEDSON, RIGGERT, COOPER AND JAMES, INC.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-18
Date: 3-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: March 28, 2023
SUBJECT: REVIEW/APPROVAL OF SERVICE AGREEMENT WITH GREEN HAT
MEDIA FOR ON-SITE PHOTO AND VIDEO SERVICES

Recommendation

Staff recommends approval of a Service Agreement for on-site video and photography services. The total amount is not to exceed \$1,500.

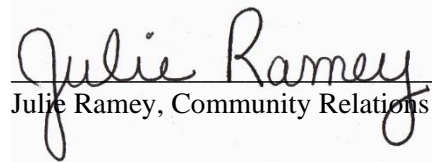
Funding source: General Fund: 200-18-181100-53990

These services will be provided on an as-needed basis.

Background

Quality digital video and photography of Parks programs, events and facilities is needed on an ongoing basis for marketing and promotional materials, grant and award applications, and for use on social media channels. Green Hat Media is a reliable and professional local business that specializes in photography in challenging situations (e.g. low light and artificial light, action shots) and has provided superior service and final products in the past.

RESPECTFULLY SUBMITTED,


Julie Ramey, Community Relations Manager

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

Green Hat Media

This Agreement, entered into on this 28th day of March 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Green Hat Media ("Contractor").

Article 1. Scope of Services. Contractor shall provide on-site photo and video services at parks and parks managed and affiliated programs. ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Julie Ramey as the Department's Project Manager. Specific scopes of work will be quoted individually and approved by BPRD in writing before work commences. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed one thousand five hundred dollars (\$1,500). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton St., Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Julie Ramey, 401 N. Morton St. Ste. 250, Bloomington, IN 47404. Contractor: Green Hat Media, Attn: Garrett Poortinga, 1625 E Thornton Dr., Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

GREEN HAT MEDIA

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

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Green Hat Media

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-19

Date:

Administrator

Review\Approval

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: March 28, 2023
SUBJECT: REVIEW/APPROVAL OF SERVICE AGREEMENT WITH WINSLOW RANCH
MARKETING FOR ON-SITE PHOTO, VIDEO, AND SOCIAL MEDIA
MANAGEMENT SERVICES

Staff recommends approval of a Service Agreement for on-site video, photography, and social media management services. The total amount is not to exceed \$1,500.

Funding source: General Fund: 200-18-181100-53990

These services will be provided on an as-needed basis.

Background

Quality digital video and photography of Parks programs, events and facilities is needed on an ongoing basis for marketing and promotional materials, grant and award applications, and for use on social media channels. Winslow Ranch Marketing is a reliable and professional local business that specializes in digital marketing and content creation. Winslow Ranch Marketing has provided superior video and social media management content for Parks social media channels in the past.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Julie Ramey". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Julie Ramey, Community Relations Manager

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

Winslow Ranch Marketing

This Agreement, entered into on this 28th day of March 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Winslow Ranch Marketing ("Contractor").

Article 1. Scope of Services. Contractor shall provide on-site social media management and photo and video services at parks and parks managed and affiliated programs. ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Julie Ramey as the Department's Project Manager. Specific scopes of work will be quoted individually and approved by BPRD in writing before work commences. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed one thousand five hundred dollars (\$1,500). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton St., Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Julie Ramey, 401 N. Morton St. Ste. 250, Bloomington, IN 47404. Contractor: Winslow Ranch Marketing, Attn: Torry Hamilton, 991 E. Winslow Rd., Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

WINSLOW RANCH MARKETING

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Winslow Ranch Marketing

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-20
Date: 3-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: March 28, 2023
SUBJECT: REVIEW/APPROVAL OF SERVICE AGREEMENT WITH THE PRODUCTION HOUSE FOR ON-SITE PHOTO AND VIDEO SERVICES

Recommendation

Staff recommends approval of a Service Agreement for on-site video and photography services. The total amount is not to exceed \$4,000.


Funding source: General Fund: 200-18-181100-53990

These services will be provided on an as-needed basis.

Background

Quality digital video and photography of Parks programs, events and facilities is needed on an ongoing basis for marketing and promotional materials, grant and award applications, and for use on social media channels. The Production House is a reliable and professional local business that has provided superior service and final products in the past.

RESPECTFULLY SUBMITTED,


Julie Ramey, Community Relations Manager

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

The Production House

This Agreement, entered into on this 28th day of March 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and The Production House ("Contractor").

Article 1. Scope of Services. Contractor shall provide on-site photo and video services at parks and parks managed and affiliated programs. ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Julie Ramey as the Department's Project Manager. Specific scopes of work will be quoted individually and approved by BPRD in writing before work commences. 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). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton St., Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Julie Ramey, 401 N. Morton St. Ste. 250, Bloomington, IN 47404. Contractor: The Production House, Attn: Wes Lasher, 1403 S. Washington St., Bloomington IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

THE PRODUCTION HOUSE

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Print Name and Title

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature _____

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

The Production House

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

STAFF REPORT

Agenda Item: A-21
Date: 3-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Division Director
DATE: **March 28, 2023**
SUBJECT: **CONTRACT WITH THE VALUE FENCE COMPANY TO INSTALL A NEW FENCE AT THE BRYAN PARK TENNIS COURT**

Recommendation

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

Background

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



RESPECTFULLY SUBMITTED,

Satoshi Kido, Sports Division Director

2023-January

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

Value Fence Company

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

Article 1. Scope of Services. Contractor shall install a new 10-foot fence on the north side of the Bryan Park Tennis court ("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 12/31/23 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 Three thousand nine hundred eighty five dollars (\$3,985). 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:

Starts in April, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Satoshi Kido, 401 N. Morton, Bloomington, IN 47404. Contractor: Value fence, Attn: Kirk Mullis, 7122 W. Dinsmore Road, Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Value Fence

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature _____

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Value Fence

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-1 Date: 3-8-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: March 8, 2023
SUBJECT: BRAVO AWARD – DOUG AND KATHY CURRY

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Doug and Kathy Curry with the March Bravo Award.

Background

Doug and Kathy Curry are a wonderful team who volunteer every week, primarily at Winslow Sports Park. They are also the Adopt-a-Greenspace volunteers responsible for Winslow Sports Park. They uplift whatever group they are with and go out of their way to be welcoming to new volunteers. Their thoughtfulness, curiosity, and interest in nature make them ideal Weed Wranglers, both due to their knowledge of invasive species and their friendliness to their fellow volunteers.

Together they have supported the Habitat Connectivity Project at Winslow Sports Park, a 10-week project that has been one of the largest volunteer driven projects in the Adopt-a-Greenspace program. Their input and suggestions have been key in guiding this project and outreach. And as Gillian says, we love them!

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Emily Buuck".

Emily Buuck, Community Relations Coordinator

2023-January



STAFF REPORT

Agenda Item: B-3 Date: 3-22-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Hsiung Marler, Switchyard Park General Manager
DATE: March 28, 2023
SUBJECT: STAFF INTRODUCTION: JOSH HINTON, SWITCHYARD PARK WORKING FOREPERSON

Recommendation

For information purposes only.

Background

Hello everyone, my name is Joshua Hinton and I have just been hired by the City as a Foreperson for Switchyard Park. I was born in northern Indiana and moved to Bloomington in the early eighties. I grew up on the south side of town in the Broadview neighborhood. I originally went to work out of high school but I decided I would need a degree to help me advance in life so I obtained my associates degree in Business Administrations from the local Ivy Tech. I look forward to learning and growing in my position to help make our park systems some of the best in the country. I my free time I enjoy reading and spending time with family preferably at a camp site.

RESPECTFULLY SUBMITTED,

A handwritten signature in dark ink that reads "Joshua Hinton". The signature is written in a cursive, flowing style.

Josh Hinton, Switchyard Park Working Foreperson



STAFF REPORT

Agenda Item: C-1 Date: 3-22-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Mark Sterner, General Manager (TLRC)
DATE: March 28, 2023
SUBJECT: PARTNERSHIP AGREEMENT WITH BLOOMINGTON PICKLEBALL CLUB

Recommendation

Staff recommends approval of this agreement.

Background

The Bloomington Pickleball Club (BPC) was formed in October 2022. The mission statement is “We aim to provide a positive and accessible experience to our entire community!” There are about 100- 120 active members in the club. This is a partnership to provide an opportunity to the Bloomington community to participate in a pickleball instruction program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide for skill advancement.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Mark Sterner". The signature is written in a cursive, flowing style.

Mark Sterner, General Manager, Sports



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

This Agreement is made and entered into this ____ day of March, 2023, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Bloomington Pickleball Club (BPC).

WHEREAS, BPRD and BPC desire to cooperate in the provision of a pickleball instruction program for the general public; and

WHEREAS, BPC is qualified to perform such services for BPRD; and

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership, which will provide an affordable and effective pickleball instruction program for the Bloomington community by combining available resources from each party to the Agreement.

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until April 1, 2024, unless terminated earlier as provided under Article 7.0. 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 BPC of any such termination and the reasons therefore in writing.

3.0 Bloomington Parks & Recreation (BPRD):

- 3.1 The goal of BPRD is to provide an opportunity to the Bloomington community to participate in a pickleball instruction program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide for skill advancement.
- 3.2 For group lessons the month of April, May, June, and July; BPRD agrees to:
 1. Develop and distribute promotional materials: pickleball instruction brochures, news releases, program information in both the Parks and Recreation seasonal program guide & the monthly newsletter sent to schools.

2. Perform the following payment transactions:
 - a) Collect registration fees for youth and adults per participant for pickleball instruction; group only. Group defined as 3 or more per instructor.
 - b) Retain 20% for each participant registered;
 - c) Pay BPC 80% share of fees collected upon receipt by BPRD of and BPC invoice, following the completion of each group of pickleball instruction sessions offered.
3. Site visit at least once per session to evaluate service delivery, match participant numbers with session roster, evaluate partnership.
4. Provide court space for weekend competitions free of charge.

4.0 Bloomington Pickleball Club (BPC):

- 4.1 The goals of BPC are to offer a pickleball instruction program to adults and youth, introduce the sport to the public and increase participation.
- 4.2 For group lessons the month of April, - October; BPC agrees to:
 1. Provide and maintain the following equipment: pickleball balls, paddle, and first aid equipment, including AED.
 2. Hire and train pickleball lesson instructors for group lessons who are at least 15 years of age. One instructor shall be certified in CPR/First Aid and AED and be in attendance at all times.
 3. Provide invoices to BPRD monthly as detailed in section 3.2.6 (e).
 4. Require participants to register through BPC registration program for group lessons and audit each group lesson registration.
 5. Implement participant registration, collect money and registration forms, and communicate registration confirmation and program information.
 6. Communicate any cancellation to participants
 7. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.

5.0 Agreement Terms Mutually Agreed To By All Partners to This Agreement.

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPC and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 BPC shall maintain comprehensive general liability insurance, with a minimum combined

single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington as an additional insured, and BPC shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 BPC is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. BPC shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques and equipment.
- 5.6 The location of the program shall be provided by BPC at their facilities at RCA Park, 1400W RCA Park Dr. Bloomington, IN 47404
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property if lessons are at Winslow Sports Park or Sherwood Oaks Park.
- 5.8 The parties will evaluate this Agreement and the services provided during the month of January, 2024.
- 5.9 BPC shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of BPC activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against BPC , its employees, agents or patrons, by any third party, even if caused by the negligence of Releases.

6.0 Notice:

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

BPC

Brandon Snyder
PO Box 291
Ellettsville, IN 47429

BPRD

Satoshi Kido
401 N. Morton
Bloomington, IN 47404
(812) 349-3712

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

BPC

Brandan Snyder
PO Box 291
Ellettsville, IN 47429

BPRD

Satoshi Kido
401 N. Morton
Bloomington, IN 47404
(812) 349-3712

7.0 Termination

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

8.0 E-Verify:

BPC is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program that are 18 years of age or older. (This is not required if the E-Verify program no longer exists). BPC shall sign an affidavit, attached as Exhibit A, affirming that does not knowingly employ an unauthorized alien. BPC shall require any subcontractors performing work under this contract to certify to BPC 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. BPC shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

Signed and Agreed to this ____ day of _____, 2023.

BPC:

Brandan Snyder, President

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Kathleen Mills, President
Board of Park Commissioners

Date

Beth Cate, Corporate Counsel
City of Bloomington

Date

E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-2 Date: 3-22-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: March 28th, 2023
SUBJECT: CONTRACT WITH SCENIC CONSTRUCTION SERVICES FOR THE GRIFFY LAKE DAM TRAIL CROSSING PROJECT

Recommendation

Staff recommends approval of a contract with Scenic Construction Services for the construction of the Griffy Dam Trail Crossing. The amount is not to exceed \$344,700. The funding source is the Prow Rd/Acuff TIF account. The funding for this contract was approved by the Redevelopment Commission at their March 20, 2023 meeting.

Background

The Griffy Dam Trail Crossing was originally part of the project that was bid in 2021 and constructed in 2022. It was split off to be constructed separately and approved for funding through the Redevelopment Commission. Scenic Construction Services was the low bidder on the project, which will construct trail and fencing across the top of the dam and create a new stairway as an access point to the trail system from the parking lot below the dam. Construction will begin in May 2023 and finish by September.

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

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PARKS AND RECREATION DEPARTMENT

AND

SCENIC CONSTRUCTION SERVICES, INC.

FOR

GRIFFY DAM TRAIL CROSSING CONSTRUCTION

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter CITY), and Scenic Construction Services, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 135 calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed three hundred forty four thousand seven hundred dollars (\$344,700).. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 Engineer The Parks and Recreation Department Operations Director shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

4.01 Escrow Agent The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not

completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans and technical specifications as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The General and Technical Specifications.
11. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by 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:

Coverage

Limits

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)	\$1,000,000 per occurrence
	Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	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

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by 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.

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement

shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 **SUBSTITUTION:** Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the CITY's final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

City of Bloomington	Scenic Construction Services, Inc.
Attn: Tim Street, Operations Director	Attn: Tony Biasi
401 N. Morton St., Suite 250	1037 Hawthorn Bloom Drive
Bloomington, Indiana 47404	New Whiteland, IN 46184

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

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

Contractor shall require any subcontractors performing work under this Agreement 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 this Agreement with the City.

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and

Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

5.21 Living Wage

Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form the covered employer's contribution to health insurance available to the covered employee.

CONTRACTOR is determined to be a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit F; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

**CITY OF BLOOMINGTON
BOARD OF PARK COMMISSIONERS**

SCENIC CONSTRUCTION SERVICES, INC.

BY:

BY:

Kathleen Mills, President, Board of Park Commissioners

Tony Biasi, Scenic Construction Services

Paula McDevitt, Director, Parks and Recreation Dept.

Printed Name

Beth Cate, Corporation Counsel

ATTACHMENT “A”
“SCOPE OF WORK”

GRIFFY DAM TRAIL CROSSING

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

This project titled ‘Griffy Lake Dam Trail Crossing’ shall include, but is not limited to improvements including site preparation, excavation, earthwork, fill, approximately 850 feet of trail construction, demolition, installation of fencing, and the construction of an approximately 200-foot long staircase at the site of the Griffy Lake Dam on N Dunn St. in Bloomington, IN. Detailed information on the project is available on the construction plans and specifications provided in the bid packet. The contractor shall complete the work included in the base bid and alternate one.

All work shall meet requirements of the City of Bloomington. Compliance with the IDNR permit issued for this project (included in supplementary conditions) is required.

BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

1. The undersigned is the _____ of
(job title)

(company name).
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. 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.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

1. The undersigned is the _____ of _____.
a. (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

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

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 undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

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____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

ATTACHMENT 'E'

STATE OF _____)

) SS:

COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

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 _____, 2023.

_____ My Commission Expires: _____

Notary Public's Signature

_____ County of Residence: _____

Printed Name of Notary Public

EXHIBIT "F"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)

(job title)

(company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."

4. The projected employment needs under the award include the following: [Click here to enter text.](#)

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



STAFF REPORT

Agenda Item: C-3 Date: 3-22-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Clarence Boone, Farmers' Market Coordinator
DATE: March 28, 2023
SUBJECT: REVIEW/APPROVAL OF MARSHALL SECURITY CONTRACT

Recommendation

The Parks and Recreation Department would like to contract with Marshall Security to have one security personnel at the Farmers' Market during the timeframe of April 1st through November 25th. This contract would be paid out of the Farmers' Market Non-Reverting budget line 201-18-186503-5399 and would not exceed \$4,300.

Background

The Marshall staff include current and former Law Enforcement Officers and Military Veterans and provided this service during the 2022 Market season. The security personnel would be at the market for the duration of the event and would provide support to the staff in enforcing the rules of the market. Marshall Security has signed a sponsorship agreement with the Department to provide \$2000 of in kind services plus \$500 cash in support of the Performing Arts Series. These in kind services will come in the form of security at the Farmers' Market. The contract includes changes to the price per hour per officer and the dates of the Market season.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script that reads "Clarence W. Boone".

Clarence Boone, Farmers' Market Coordinator

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

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

Article 1. Scope of Services. Contractor shall provide **SECURITY SERVICES AT THE BLOOMINGTON COMMUNITY FARMERS' MARKET** ("Services"). **Marshall Security will provide one security officer from 8:00- 1:00pm during the months of April through September and 9:00-1:00 during the months of October and November. Services will start on Saturday, April 1st and be completed on Saturday, November 25, 2023. Marshal Security will charge \$25.50 per hour for the officer.**

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

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

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

Article 4. Compensation. The total costs for the Services under this Agreement shall not exceed Four Thousand and Three Hundred Dollars (\$4,300). The first Two Thousand Dollars (\$2,000) of Services provided by Contractor shall be performed in-kind, and the Department shall not be billed. Contractor shall submit an invoice to the Department upon completion of the in-kind services. After the completion of the in-kind services, the Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand Three Hundred Dollars (\$2,300). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoices described in this Article shall be sent to: Leslie Brinson, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

April 1st through September 30th from 8:00 am -1:00pm

October 7th through November 18th from 9:00-1:00pm

November 25th from 10:00- 3:00pm

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Leslie Brinson, 401 N. Morton, Bloomington, IN 47404. Contractor: Marshall Security, Attn: Jeff Nesbitt, 2530 W. 3rd Street, Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

MARSHALL SECURITY

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-4
Date: 3-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler, Switchyard Park General Manager
DATE: March 28, 2023
SUBJECT: PARK AND FACILITY SPECIAL USE POLICY #13040 UPDATE

Recommendation

Staff recommends approval of updates to Park Policy 13040. Updates are minimal and either to correct minor discrepancies with the Park Special Use Permit (last revision January 2023) or based upon revisions to the alcohol and firearms section as given to Parks by Legal.

Background

Park Policy 13040 covers park special use, security and safety issues, and classifications of events and fee schedules. Park Policy 13040 was originally developed in 1976. Occasional updates are necessary to keep in compliant with new legislation and other revisions. Previous updates were done in June 2005, April 2013, and December 2020.

RESPECTFULLY SUBMITTED,

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

Hsiung Marler, Switchyard Park General Manager



CITY OF BLOOMINGTON
Parks and Recreation

Parks & Facilities
Special Use Policy: 13040

Created: Fall of 1976

Reviewed: June, 2005; April 29, 2013; ~~December 3, 2020;~~ **March 28, 2023**

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POLICY RE: Park and Facility Special Use Policy

Intent of the Policy

The parks, properties, and facilities under the authority of the, Bloomington Department of Parks and Recreation, are intended for the recreational use and enjoyment of residents of the City of Bloomington. Selected parks and facilities are available for group or individual use on a reserved or special basis, as time, resources, and space permit, provided that the intended use is consistent with department objectives, and is in the best interest of the City of Bloomington. The granting of a permit is not to be construed as an endorsement by the board of the subject matter discussed, the opinions expressed, nor the organization sponsoring function.

Requirements

No person shall conduct, operate, present, manage, or take part in the following activities in a park or at a department owned facility unless a special use permit is obtained from the department Administrator or their appointed representative, prior to the start of the activity:

1. Any contest, show, exhibit table, exhibit stand or booth, dramatic performance, play act, pyrotechnic display, motion picture, sale or production of video tapes for commercial use, acrobatic feat, bazaar, organized sporting event, radio or television broadcast, speech or public presentation, ceremony, wedding, fair, circus, musical event, or any public meeting, assembly, or parade including, but not limited to, drills and maneuvers, rallies, demonstrations, picketing, marches, political meetings, religious meetings, or placement/distribution of advertisement;
2. Any use of any park, portion of a park, or facility by a certain person or group of persons to the exclusion of others;
3. Camping on lands of the department or inhabiting any structure or facility overnight without a permit;
4. Any picnic, outing, or gathering reasonably anticipated to attract an attendance of over one hundred (~~100~~) persons sponsored by any person or organization, except as to particular parks (facilities). In addition, the department Administrator may designate areas where permits shall be required for groups of twenty-five (25) or more persons;

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CITY OF BLOOMINGTON
Parks and Recreation

Parks & Facilities
Special Use Policy: 13040

Created: Fall of 1976

Reviewed: June, 2005; April 29, 2013; ~~December 3, 2020;~~ **March 28, 2023**

- ~~5. Any commercial activity of any kind or any event during which the sale of food, beverage, or goods of any kind will occur unless appropriate paperwork has been completed and approved;~~
- ~~6. The use of any temporary structures such as climbing walls, inflatable recreation structures, etc;~~
- ~~7. The use of any vehicles on park property other than at recognized public parking locations.~~

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Facilities Policies - 13040

Date: April 29, 2013

Accreditation Standard #:

Application

Any group or person requesting use of a park or facility must complete an application authorized by the Board of Park Commissioners.

1. Special use permit applications will be acted upon on a first come first served basis. No applications will be accepted earlier than October 1 of the preceding calendar year from the event.
2. Permit applications must be submitted to the department no later than six (6) weeks (42 calendar days) prior to the scheduled event unless otherwise approved by the department.
3. Permits are not transferable by name or date. Applicant shall not sub-let or transfer permit in whole or part.
4. If notification of cancellation is received less than ten (10) business days prior to the event, an assessment of a 20% administrative fee to the group or individual will occur.
5. The department shall have the right, at its discretion, to revoke the permission to use the park or facility in an emergency, in the event of dangerous or inclement weather conditions, due to city needs, or if the time, place, or manner of the activity permitted appears to be detrimental to the city, it's residents, or city property.

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Approval

If the application for special use is found to be in good order, a permit for use of the facility may be issued upon receipt of use fees and deposit fees if applicable.

1. An application for special use shall not become a permit until it has been approved and signed by the department. No approval is given without submittal of an application.
2. Application for the special use permits may be denied or revoked by the department whenever the special use may interfere with the regular use of the department, where there has been a violation of these regulations, or where the department deems the proposed activity is not in the public interest.
3. Approval will be granted only where the function can be reasonably accommodated by the park system and such use will not unduly interfere with the rights of the

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Facilities Policies - 13040

Date: April 29, 2013

Accreditation Standard #:

general public and will not present a clear and present danger to the public health and safety of the community.

4. In cases where applicant is stating not-for-profit status, a 501 (c) (3) form or proof of application for 501 (c) (3) status must be provided.

Use, Security, Safety

1. The holder of the special use permit and representing the group shall be responsible for the event and must be present at the facility throughout the time of the activity. Any holder of a special use permit who abuses the privilege of using a facility will be deprived of their use.
2. The department reserves the right to require the event organizer to hire security personnel before being granted permission to conduct an activity on department property.
3. It is expressly understood that the City of Bloomington has no obligation to provide police, fire, sanitation, street, parking attendants, or other services in support of a special use or event on its properties.
4. Users may be required to sign liability waivers, releases, and/or indemnification agreements as a condition of permit approval, and provide proof of insurance.
5. Betting or gambling in any form, abusive, profane, or indecent language, violation of any City, County, State, or Federal laws, or any conduct that may interfere with an individual or group's right to use the park is prohibited.
6. Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.

7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

8. Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of

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Facilities Policies - 13040

Date: April 29, 2013

Accreditation Standard #:

conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.


9. No amplified music, stereos, radios, etc. over decibels established by the Bloomington City Council, within Title 14, will be allowed in the park unless for a special event sponsored by the Bloomington Parks and Recreation Department. Applicants may petition to the Bloomington Parks and Recreation Department for a noise permit.
10. Fires are prohibited in all areas other than those facilities equipped with outdoor grills or fireplaces.
11. No person shall cut, injure, deface, remove, or disturb any department property at any time.
12. Except as noted on the special use permit, vehicles of any type are prohibited from parking or operating a vehicle on city-owned properties, except as designated, for any purpose before, during, or after a special event.
13. The facility and grounds shall be left clean and in orderly condition. All litter, debris, food spills, and other trash directly attributable to the special event activities use must be properly disposed of in a timely fashion throughout the area specified in the special use permit. Where an adequate number of trash receptacles are not available, the user shall be required to contract for trash removal or the provision of trash dumpsters.
14. Portable sanitation facilities may be required at certain events conducted on department properties, and shall be provided by the sponsoring organization. The number and placement shall be determined by the department in consultation with the Monroe County Health Department.

All improvements to the premises must have prior written approval of the department. These improvements shall become the property of the department.

Classifications of Events and Fee Schedules

A damage deposit will be required with the filing of each application for special use. The deposit is refundable if the facilities, grounds, and equipment are left clean and undamaged. The deposit will not be refunded if the holder of the special use permit abuses the privilege of using

Page 5 of 5

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City of Bloomington
Parks & Recreation

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Facilities Policies - 13040

Date: April 29, 2013

Accreditation Standard #:

the facility, or violated the policies for use set forth in the park and facility special use policy or by the department representative.

Some park locations may require rental fees in addition to permit fees.

See current Bloomington Parks and Recreation Department Price Schedule for a list of permit and rental fees.

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Facilities Policies - 13040

Date: April 29, 2013

Accreditation Standard #:

Special Use Classes*

- A. City of Bloomington, ~~MCCSC~~
- B. Non Profit Groups, Department Affiliated Groups
Partnership organizations (Non-profits must show proof or ability to obtain 501 (c) (3) status)
- C. Private Use: City resident
- D. Private Use: Non resident
- E. Profit making**
Special Events
For large scale special events, department staff will determine which events fall into this category, based on size (~~100~~ +) scope and nature of event.
Alcohol permit fee (separate application process required) is \$200 or ten percent of gross, whichever is greater (alcohol permits granted on a case by case basis and require additional paperwork and approval by the Board of Park Commissioners).
A fee to be negotiated based on type, price and volume of product being sold, with final approval by the Department Administrator.

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* Class and fee designation can be appealed to the Board of Park Commissioners

Any questions regarding the special use application process, please contact:

Bloomington Parks and Recreation Department
401 N. Morton St, Suite 250
P.O. Box 848
Bloomington, IN 47402

(812) 349-3700

e-mail address: parks@bloomington.in.gov

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STAFF REPORT

Agenda Item: C-5
Date: 3-23-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: March 28, 2023
SUBJECT: BLUESTONE TREE LLC ASH TREE REMOVALS

Recommendation

Staff recommends the approval of a contract with Bluestone Tree LLC for the removals of nine ash trees near the Sanitation HQ and Animal Shelter.

Amount: \$8,371.29

Funding Source: \$4,185.65 from 200-18-189503-53990
\$4,185.64 from 730-16-160000-53650 (Public Works funding)

Background

Ash trees that have gone untreated in a wooded area near the animal shelter, sanitation and Winston Thomas properties have all been standing dead due to EAB infection. Each of these trees have had limb failures in the past, one striking the Sanitation building. Public works has agreed to split cost for this removal project.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Haskell Smith".

Haskell Smith, Urban Forester

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE LLC
FOR
ASH TREE REMOVAL NEAR SANITATION HEADQUARTERS**

This Agreement, entered into on this _____ day of _____ 2023, 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 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 Haskell Smith, Urban Forester, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand Three Hundred Seventy One Dollars and Twenty Nine Cents (\$8371.29). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Haskell Smith, Urban Forester
City of Bloomington Parks and Recreation
401 N Morton Suite 250, Bloomington In, 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be

named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation		Bluestone Tree LLC
Attn: Haskell Smith		Attn: Chama Henry
401 N Morton suite 250		PO Box 345
Bloomington, IN 47404		Clear Creek IN 47426

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Bluestone Tree, LLC

Beth Cate, Corporation Counsel

Jared Oren, 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: **Removal of 9 Ash trees near Sanitation building.**



812-824-3335 bloomington@bluestonetree.com PO Box 345 Clear Creek, IN 47426

Proposal #11645
Created: 02/03/2023
From: Matt Baldwin

Proposal For

City of Bloomington Parks & Recreation
401 N Morton St Suite 250
PO Box 848
Bloomington, IN 47402

main: 812-349-3716
mobile: 812-327-5251
smithh@bloomington.in.gov

Location

3406 S Walnut St
Bloomington, IN 47401

ACCEPT	ITEM DESCRIPTION	QUANTITY	AMOUNT
<input type="checkbox"/>	1) Tree Removal - Leave Trunk for Habitat <i>Optional</i> 9 dead ash trees - Safely dismantle 6 trees and drop 3 trees. Haul away debris from 6 of the trees that are furthest north. Leave trunks for wildlife habitat on 6 trees to the north. Clean up final work site of areas outside of wooded area.	1	\$ 8,371.29

Client Notes

We would expedite this job since there is so many targets associated with these dead ash trees. Thanks!

Please use the checkbox to mark items as accepted.

*Payment is due upon receipt of invoice. Please make checks payable to Bluestone Tree and mail to: PO Box 345 Clear Creek, IN, 47426.
Credit card and ACH payments are subject to processing fees.
Invoice payment is due upon receipt. Please be advised we will charge 1.5% interest per month on late payments.*

Signature

x

Date:

Please sign here to accept the terms and conditions



Page 1 of 5

EXHIBIT B

“Project Schedule”

All work to be completed by December 31, 2023.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-6
Date: 3-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: March 28, 2023
SUBJECT: EMERALD ASH BORER TREATMENT WITH TREES PLE, INC

Recommendation

Staff recommends the approval of a contract with Trees PLE, INC of EAB treatment in 108 green and white ash trees located around various location in the City of Bloomington.

Amount not to exceed: \$17,402.00
Budget line: 200-18-189503-53990

Background

The City of Bloomington has been committed to preserving Ash trees throughout the city to preserve our tree canopy. Locations being treated preventively for Emerald Ash Borer this year contain: Bryan Park, Butler Park, Olcott Blvd, Fenbrook Ct, Pinehurst Dr, and N College. This treatment takes places on a cycle of every three years. This round was last treated in 2020, and a few trees have been removed due to declining health and failure. This round of treatment is for 108 trees.

RESPECTFULLY SUBMITTED,

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

Haskell Smith, Urban Forester

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
TREES PLE, INC
FOR
TREATMENT OF EAB IN ASH TREES.**

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall 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 the guidelines set forth by the American National Standards Institute, specifically ANSI A300 for tree care practices. The Department shall be the sole judge of the adequacy of Contractor's work in meeting the standards set forth in the ANSI A300; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standards set forth in the ANSI A300.

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 Four Hundred Two Dollars and Zero Cents (\$17,402.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Haskell Smith, Urban Forester
City of Bloomington Parks and Recreation
401 N Morton, suite 250, Bloomington In, 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such

policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

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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.

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	Trees PLE, INC
Attn: Haskell Smith, Urban Forester	Attn: Seth Inman
401 N Morton, Suite 250	8080 S Strain Ridge Rd
Bloomington, IN 47404	Bloomington, IN 47401

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

Article 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.

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

Article 28. Living Wage Ordinance. Contractor is a “covered employer” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form the covered employer’s contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

CITY OF BLOOMINGTON

TREES PLE, INC

Beth Cate, Corporation Counsel

Seth Inman, Owner/Operator

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:

Emerald Ash Borer (EAB) treatment in 108 green and white ash trees located throughout the city of Bloomington, totaling 1582 inches DBH to treat. Below is a table with the address and Treekeeper ID number and diameter at breast height (DBH)

Address	Street	Side	Site ID	Species	DBH
619	E 1st ST	Front	25252	ash, white (<i>Fraxinus americana</i>)	17
905	E 1st ST	Front	25192	ash, green (<i>Fraxinus pennsylvanica</i>)	17
3300	E Olcott BLVD	Front	36713	ash, green (<i>Fraxinus pennsylvanica</i>)	15
3301	E Olcott BLVD	Front	36710	ash, green (<i>Fraxinus pennsylvanica</i>)	16
3303	E Olcott BLVD	Front	36696	ash, green (<i>Fraxinus pennsylvanica</i>)	16
3304	E Olcott BLVD	Front	36723	ash, green (<i>Fraxinus pennsylvanica</i>)	15
3304	E Olcott BLVD	Front	36731	ash, green (<i>Fraxinus pennsylvanica</i>)	14
3307	E Olcott BLVD	Front	36684	ash, green (<i>Fraxinus pennsylvanica</i>)	17
3307	E Olcott BLVD	Front	36694	ash, green (<i>Fraxinus pennsylvanica</i>)	16
3308	E Olcott BLVD	Front	36600	ash, green (<i>Fraxinus pennsylvanica</i>)	20
3308	E Olcott BLVD	Front	36618	ash, green (<i>Fraxinus pennsylvanica</i>)	16
3311	E Olcott BLVD	Front	36670	ash, green (<i>Fraxinus pennsylvanica</i>)	8
3311	E Olcott BLVD	Front	36674	ash, green (<i>Fraxinus pennsylvanica</i>)	19
3312	E Olcott BLVD	Front	36628	ash, green (<i>Fraxinus pennsylvanica</i>)	16
3312	E Olcott BLVD	Front	36645	ash, green (<i>Fraxinus pennsylvanica</i>)	16
3312	E Olcott BLVD	Front	36660	ash, green (<i>Fraxinus pennsylvanica</i>)	16
3312	E Olcott BLVD	Side	36630	ash, green (<i>Fraxinus pennsylvanica</i>)	18
3315	E Olcott BLVD	Front	36659	ash, green (<i>Fraxinus pennsylvanica</i>)	17
3319	E Olcott BLVD	Front	36637	ash, green (<i>Fraxinus pennsylvanica</i>)	16
3319	E Olcott BLVD	Front	36648	ash, green (<i>Fraxinus pennsylvanica</i>)	15
3403	E Olcott BLVD	Front	36624	ash, green (<i>Fraxinus pennsylvanica</i>)	14
3403	E Olcott BLVD	Front	36635	ash, green (<i>Fraxinus pennsylvanica</i>)	21
3404	E Olcott BLVD	Front	36691	ash, green (<i>Fraxinus pennsylvanica</i>)	18
608	N College AVE	Front	26516	ash, green (<i>Fraxinus pennsylvanica</i>)	20
608	N College AVE	Front	26528	ash, green (<i>Fraxinus pennsylvanica</i>)	20

614	N College AVE	Front	26504	ash, green (Fraxinus pennsylvanica)	20
908	S Fenbrook CT	Front	34789	ash, green (Fraxinus pennsylvanica)	7
912	S Fenbrook CT	Front	34781	ash, green (Fraxinus pennsylvanica)	7
916	S Fenbrook CT	Front	34754	ash, green (Fraxinus pennsylvanica)	7
916	S Fenbrook CT	Front	34768	ash, green (Fraxinus pennsylvanica)	7
920	S Fenbrook CT	Front	34745	ash, green (Fraxinus pennsylvanica)	8
924	S Fenbrook CT	Front	34735	ash, green (Fraxinus pennsylvanica)	10
928	S Fenbrook CT	Front	34719	ash, green (Fraxinus pennsylvanica)	8
928	S Fenbrook CT	Front	34730	ash, green (Fraxinus pennsylvanica)	8
929	S Fenbrook CT	Front	34797	ash, green (Fraxinus pennsylvanica)	7
929	S Fenbrook CT	Front	34806	ash, green (Fraxinus pennsylvanica)	5
929	S Fenbrook CT	Front	34814	ash, green (Fraxinus pennsylvanica)	6
929	S Fenbrook CT	Front	34825	ash, green (Fraxinus pennsylvanica)	8
929	S Fenbrook CT	Front	34835	ash, green (Fraxinus pennsylvanica)	8
929	S Fenbrook CT	Front	34845	ash, green (Fraxinus pennsylvanica)	8
932	S Fenbrook CT	Front	34701	Vacant site small (Vacant site small)	0
932	S Fenbrook CT	Front	34708	ash, green (Fraxinus pennsylvanica)	5
933	S Fenbrook CT	Front	34857	ash, green (Fraxinus pennsylvanica)	10
936	S Fenbrook CT	Front	34684	ash, green (Fraxinus pennsylvanica)	10
936	S Fenbrook CT	Front	34693	ash, green (Fraxinus pennsylvanica)	8
937	S Fenbrook CT	Front	34870	ash, green (Fraxinus pennsylvanica)	9
937	S Fenbrook CT	Front	34882	ash, green (Fraxinus pennsylvanica)	9
940	S Fenbrook CT	Front	34682	ash, green (Fraxinus pennsylvanica)	7
940	S Fenbrook CT	Front	34877	ash, green (Fraxinus pennsylvanica)	9
941	S Fenbrook CT	Front	34683	ash, green (Fraxinus pennsylvanica)	9
944	S Fenbrook CT	Front	34871	ash, green (Fraxinus pennsylvanica)	9
945	S Fenbrook CT	Front	34689	ash, green (Fraxinus pennsylvanica)	10
3104	S Mulberry LN	Front	36644	ash, green (Fraxinus pennsylvanica)	17
3104	S Mulberry LN	Side	36651	ash, green (Fraxinus pennsylvanica)	15
3104	S Mulberry LN	Side	36664	ash, green (Fraxinus pennsylvanica)	14
3104	S Mulberry LN	Side	36682	ash, green (Fraxinus pennsylvanica)	12
3110	S Mulberry LN	Front	36742	ash, green (Fraxinus pennsylvanica)	18
3110	S Mulberry LN	Side	36706	ash, green (Fraxinus pennsylvanica)	15

3110	S Mulberry LN	Side	36717	ash, green (Fraxinus pennsylvanica)	15
3110	S Mulberry LN	Side	36726	ash, green (Fraxinus pennsylvanica)	16
3110	S Mulberry LN	Side	36736	ash, green (Fraxinus pennsylvanica)	18
2701	S Pine Meadows DR	Front	33137	ash, green (Fraxinus pennsylvanica)	12
2700	S Pinehurst DR	Front	33018	ash, green (Fraxinus pennsylvanica)	11
2703	S Pinehurst DR	Front	33082	ash, green (Fraxinus pennsylvanica)	10
2703	S Pinehurst DR	Side	33075	ash, green (Fraxinus pennsylvanica)	14
2704	S Pinehurst DR	Front	33008	ash, green (Fraxinus pennsylvanica)	11
2707	S Pinehurst DR	Front	33094	ash, green (Fraxinus pennsylvanica)	16
2707	S Pinehurst DR	Side	33032	ash, green (Fraxinus pennsylvanica)	12
2716	S Pinehurst DR	Front	33112	ash, green (Fraxinus pennsylvanica)	9
2716	S Pinehurst DR	Front	33122	ash, green (Fraxinus pennsylvanica)	9
2720	S Pinehurst DR	Front	33180	ash, green (Fraxinus pennsylvanica)	10
2720	S Pinehurst DR	Front	33240	ash, green (Fraxinus pennsylvanica)	10
2720	S Pinehurst DR	Front	33250	ash, green (Fraxinus pennsylvanica)	12
2720	S Pinehurst DR	Front	33260	ash, green (Fraxinus pennsylvanica)	11
2720	S Pinehurst DR	Front	33270	ash, green (Fraxinus pennsylvanica)	11
2720	S Pinehurst DR	Side	33005	ash, green (Fraxinus pennsylvanica)	10
1020	S Woodlawn AVE	Front	29312	ash, green (Fraxinus pennsylvanica)	20
1020	S Woodlawn AVE	Front	29315	ash, green (Fraxinus pennsylvanica)	26
1020	S Woodlawn AVE	Front	29325	ash, green (Fraxinus pennsylvanica)	17
1020	S Woodlawn AVE	Front	29339	ash, green (Fraxinus pennsylvanica)	20
1020	S Woodlawn AVE	Front	29348	ash, green (Fraxinus pennsylvanica)	21
1020	S Woodlawn AVE	Front	29479	ash, green (Fraxinus pennsylvanica)	20
1020	S Woodlawn AVE	Front	29483	ash, green (Fraxinus pennsylvanica)	29
1020	S Woodlawn AVE	Front	29487	ash, green (Fraxinus pennsylvanica)	19
1020	S Woodlawn AVE	Front	29492	ash, green (Fraxinus pennsylvanica)	20
1020	S Woodlawn AVE	Front	29500	ash, green (Fraxinus pennsylvanica)	16
1020	S Woodlawn AVE	Front	29502	ash, green (Fraxinus pennsylvanica)	20
1020	S Woodlawn AVE	Front	29509	ash, green (Fraxinus pennsylvanica)	21
1020	S Woodlawn AVE	Front	29510	ash, green (Fraxinus pennsylvanica)	16
1020	S Woodlawn AVE	Front	29518	ash, green (Fraxinus pennsylvanica)	27
1020	S Woodlawn AVE	Front	29519	ash, green (Fraxinus pennsylvanica)	37

1020	S Woodlawn AVE	Front	29523	ash, green (Fraxinus pennsylvanica)	13
1020	S Woodlawn AVE	Front	29541	ash, green (Fraxinus pennsylvanica)	21
1020	S Woodlawn AVE	Front	29589	ash, green (Fraxinus pennsylvanica)	28
1020	S Woodlawn AVE	Front	29606	ash, green (Fraxinus pennsylvanica)	30
1020	S Woodlawn AVE	Front	29614	ash, green (Fraxinus pennsylvanica)	28
1020	S Woodlawn AVE	Front	29626	ash, green (Fraxinus pennsylvanica)	30
1020	S Woodlawn AVE	Front	29639	ash, green (Fraxinus pennsylvanica)	22
619	W Howe ST	Front	31642	ash, green (Fraxinus pennsylvanica)	25
619	W Howe ST	Front	46855	ash, white (Fraxinus americana)	21
1135	W Pine MeadowsDR	Front	33085	ash, green (Fraxinus pennsylvanica)	11
1019	W Pinehurst DR	Side	33040	ash, green (Fraxinus pennsylvanica)	12
1200	W Tapp RD	Side	32979	ash, green (Fraxinus pennsylvanica)	11
1200	W Tapp RD	Side	32991	ash, green (Fraxinus pennsylvanica)	12
1200	W Tapp RD	Side	33190	ash, green (Fraxinus pennsylvanica)	10
1200	W Tapp RD	Side	33207	ash, green (Fraxinus pennsylvanica)	15
1200	W Tapp RD	Side	33221	ash, green (Fraxinus pennsylvanica)	13
1200	W Tapp RD	Side	33284	ash, green (Fraxinus pennsylvanica)	11

EXHIBIT B

“Project Schedule”

All work is to be completed by December 31, 2023

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT “E”

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

STAFF REPORT

Agenda Item: C-7
Date: 3-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: March 28, 2023
SUBJECT: REVIEW/APPROVAL OF GRIFFY LAKE NATURE PRESERVE DEER HUNT CONTRACT WITH WHITE BUFFALO INC.

Recommendation

Staff recommends approval of this contract with White Buffalo Inc. The proposed cost of the White Buffalo contract for the 2023 deer hunt is \$23,731 and will be funded from 201-18-189500-53990.

Background

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

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

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

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

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

Logistics

A. Timing

The proposed time frame for this year's deer cull coincides with the first two weekends of firearm season, November 18 and 19. The Thanksgiving weekend will be skipped and the last weekend of the hunt will be Dec. 2 and 3.

B. Participants

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

C. Safety Issues

Safety is the first priority of the deer herd reduction effort, and takes precedence over all other considerations. Sharpshooting will take place from elevated stands so the trajectory of bullets will be down and into the ground.

A private security firm will be hired by the BPR to patrol the area surrounding Griffy Lake Nature Preserve, and to advise members of the public of the temporary closure of the property during the cull. Security personnel will be in contact with White Buffalo at all times to inform them of potential conflicts with property users. Signs placed conspicuously at parking areas and trail heads will inform the public of the closure of the property during the two weekends of the cull.

Long-Term Deer Management Plan

Maintaining the deer herd in numbers that will allow the understory forest vegetation to recover is the long-term goal. Bloomington Parks and Recreation staff will continue monitoring the presence and height of forest understory plants, including tree seedlings, in established control

plots. The most recent measurements have shown slight but statistically significant improvement in the height of plants in the research plots. Data collected in future growing seasons will help determine whether or not additional deer need to be removed the following winter in order for the plant population to recover.

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

RESPECTFULLY SUBMITTED,

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

Steve Cotter, Natural Resources Manager

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
WHITE BUFFALO INC.
FOR
DEER HUNT COORDINATION AT GRIFFY LAKE NATURE PRESERVE**

This Agreement, entered into on this 28th day of March 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and White Buffalo Inc. ("Contractor").

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before DECEMBER 31, 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 STEVE COTTER as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed twenty three thousand seven hundred thirty one dollars (\$23,731). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

STEVE COTTER
City of Bloomington Parks and Recreation
PO BOX 848 BLOOMINGTON INDIANA 47402

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be

named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	WHITE BUFFALO
Attn: STEVE COTTER	Attn: DR. JASON BOULANGER
PO BOX 848	6B KINGS HWY.
BLOOMINGTON, IN 47402	CHESTER, CT 06412

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

Article 28. Living Wage

Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form the covered employer’s contribution to health insurance available to the covered employee.

Contractor is a covered employer under the LWO, and shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

CITY OF BLOOMINGTON

WHITE BUFFALO INC.

Beth Cate, Corporation Counsel

Jason Boulanger, 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:

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

EXHIBIT B

“Project Schedule”

Hunter recruitment will begin in May 2023

Proficiency screening will be conducted in July or August 2023

Hunting locations will be selected in October 2023

Hunts will be conducted on Nov. 18 and 19 and Dec. 2 and 3, 2023

Report will be submitted by Dec. 31, 2023

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT “E”

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



STAFF REPORT

Agenda Item: D-1 Date: 3-22-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: March 28, 2023
SUBJECT: ENVIRONMENTAL RESOURCES ADVISORY COUNCIL 2022 ANNUAL REPORT

Background

Each year, a representative from the Environmental Resources Advisory Council (ERAC) presents an annual report to summarize the topics and initiatives discussed by the council. ERAC acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) voting members and one (1) ex-officio member. ERAC meets in-person every other month at different parks and facilities. Anyone wishing to join can access the meeting details on the public calendar available on the City's OnBoard website. ERAC's recently elected Chair, Denise Gardiner, will present the annual report.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Swift". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

Rebecca Swift, Natural Resources Coordinator



2022 Environmental Resources Advisory Council Annual Report

2022 Initiatives and Topics of Interest

- Long-term Restoration Projects
- Bicentennial Bond Tree Planting Project
- Goat Farm Redevelopment
- Griffy Master Plan Updates
- Griffy Lake Nature Preserve Deer Management
- Griffy Lake Loop Trail/ Griffy Accessible Fishing Pier Development
- Trail Improvements
- Education & Outreach

Long-term Restoration Projects

Throughout the year, ERAC members were given updates on several long-term restoration projects that take place on BPRD property. These projects include updates from the Urban Forester on various tree plantings and removals, updates from the Urban Greenspace Manager on invasive plant management and native plant installations, as well as updates from the Nature Resources Manager on various trail and lake management projects. Specific project updates included: Bicentennial Bond Tree Planting Project, Switchyard Park Wetland and Stream Mitigation Annual Monitoring, Griffy Lake Aquatic Vegetation Management, Lower Cascades Stream Stabilization Project, Griffy Lake Nature Preserve Prescribed Burn Project, and the Griffy Lake Nature Preserve Deer Browse Study. These projects support a variety of the City's current Sustainability Action Plan (SAP) and Climate Action Plan (CAP) goals

BPRD staff also invited private contractors to present project results and allow ERAC members to ask questions regarding the process and outcomes. ERAC members continue to provide feedback and make suggestions for additional restoration projects.

Bicentennial Bond Tree Planting Project

In 2018, Mayor Hamilton announced a series of Bicentennial bond projects to invest in the future of the City of Bloomington. Included in the Bicentennial bond was \$800,000 to plant trees along streets and in public rights-of-way across the city. Potential planting sites were identified by Davey Resource Group in 2019 as part of a city-wide inventory of street trees. The initial identification of potential planting sites was based on above-ground conditions such as overhead power lines, width of the public right-of-way, existing trees, and other considerations. To address gaps in Bloomington's canopy, the first phase of tree planting is focused in areas identified by both their environmental and socio-economic characteristics. In February 2022, BPRD contracted Davey Resource Group to oversee the planting and maintenance of new street trees. Spring tree plantings began in April 2022 and fall plantings began in

October 2022. The new Urban Forester attended meetings to give ERAC members updates on tree installations and discuss Callery pear removals.

In 2023, BPRD will continue to inspect city trees, assess risks, investigate planting sites, and replace more invasive trees.

Goat Farm Redevelopment Project

The 31.5-acre Goat Farm property was donated to the Bloomington Parks Foundation by the Sherman Rogers family in 2007 with the provision that it be used for publicly accessible recreation and greenspace. The property contains a prairie habitat and is located in the Jackson Creek floodplain. In 2021, the Rogers Family donated an additional \$1 million dollars to fund improvements to the park that align with the original purpose of providing publicly accessible recreation and greenspace. BPRD contracted Mader Design to create preliminary design concepts for the park. After several public meetings, ERAC members were asked to provide feedback on the project design.

In August 2022, the construction contract was awarded to Scenic Construction Services and work began. The first phase included repairing the barn and silo, adding parking and seating, creating a new loop paved trail, constructing two boardwalks, and expanding the native prairie to the south. ERAC members reviewed design plans and native seed mixes. Members will also be asked to review interpretive sign content prior to production.

Goat Farm property construction will continue into spring 2023 and will conclude with a ribbon cutting ceremony that will involve officially renaming the site to Rogers Family Park.

Griffy Master Plan

The original 1984 Griffy Master Plan was updated in 2008. Since then, the plan has been updated annually by sections. In 2020, BPRD hired Western EcoSystems Technology, Inc. (WEST) to complete a bird, reptile, and amphibian inventory of Griffy Lake Nature Preserve. The information gathered from this study was used to update the Griffy Master Plan and ensure the appropriate management of this property. In December 2021, WEST shared the Reptile, Amphibian, and Avian Inventory Surveys at Griffy Lake Nature Preserve with BPRD staff. ERAC members were able to review the report and provide feedback at the April 2022 meeting.

Aquatic vegetation management in Griffy Lake was not supported by the Lake and River Enhancement (LARE) grant in 2022 due to reduced Indiana Department of Nature Resources (IDNR) program funding and the potential impacts from lowering the lake for the Griffy Loop Trail Project. However, BPRD staff hired Aquatic Control Inc. to conduct two vegetation surveys and update the Griffy Lake Aquatic Vegetation Management Plan. The results from the two surveys were shared with ERAC members and future management methods were discussed, including improving fish habitat along the newly constructed walkway.

Terrestrial vegetation continues to be monitored annually by contracted field botanists from Eco Logic, LLC. Researchers are specifically tracking understory plant growth to indicate deer browse pressure. This

data is used to inform decisions regarding deer management on the property as well as provide recommendations for sites that would benefit from future prescribed burns.

A contract with Spectrum exists to update the trail portion of the Griffy Lake Master Plan to provide recommendations for existing and future trails – this includes a pilot ravine crossing along the western corner of the lake at the south corner of the dam. ERAC members will be able to review this report at the April 2023 meeting.

Griffy Lake Nature Preserve Deer Management

Deer management, once again was a regular discussion topic at meetings. BPRD did not receive funding from IDNR for deer management in 2022, however, with the support of the Park Board and ERAC members, BPRD was able to hire a contractor to plan and facilitate a hunt over two weekends in November during deer season. This year, it was decided not to host a hunt the weekend after thanksgiving because participation was low in past years and there was a demand from the public to keep the park open for hiking. BPRD hired White Buffalo, who was previously hired to do the sharpshooting in 2017 that removed 62 deer. White Buffalo has coordinated 4 hunts since then including the 2019 CHAP hunt that removed 26 deer from the park, the 2020 CHAP hunt that removed 40 deer from the park, the 2021 CHAP program that removed 47 deer from the property. The 2022 hunt removed 46 deer over two weekends.

Under the supervision of White Buffalo, all 29 participants were required to pass a proficiently test and be properly licensed to hunt deer with firearms on the property. Deer Reduction Zone status was requested from the IDNR and approved, however the announcement of this coincided with news regarding the start of the archery season. This has created some confusion among hunters who are under the impression that they may go to Griffy to hunt using archery equipment – the only hunting allowed at Griffy is during the supervised deer hunt. For safety reasons, hunters were only permitted to fire downward from tree stands that are at least 12 feet off the ground. A private security firm was hired by the BPRD to patrol the access points to Griffy Lake Nature Preserve, and to advise members of the public of the temporary closure of the property during the hunt. Signs were placed conspicuously at parking areas and trail heads to inform the public of the closure of the property during the weekends of the hunt.

Research and plant inventories conducted by Eco Logic, LLC continue to show that deer management is required to allow native plants to recover. Specifically, BPRD staff aim to reduce browse pressure on young oak and hickory saplings so that they can mature enough to support wildlife in the park. These native tree species are also desirable because they are more resilient to the pressures of climate change, such as droughts and high winds.

ERAC members support long-term deer management at Griffy Lake Nature Preserve and will continue to annually review the vegetation monitoring results.

Griffy Lake Loop Trail / Griffy Accessible Fishing Pier

Trees & Trails Bicentennial Bond funding has been obtained for the design and development of this project. In 2020, BPRD staff presented the proposed Griffy Lake Loop Trail route to ERAC members as well as the plans for several trail connections and an accessible fishing pier. The first phase included constructing an accessible pedestrian walkway along the west side of N. Headley Road to connect users to the south and north trail segments as well as adding five fishing access points along the western shoreline. BPRD staff provided project updates and invited ERAC to provide design recommendations.

BPRD hired E&B Paving after soliciting bids for this project. Construction began in December 2021 and continued until June 2022. The project was celebrated at the Griffy Lake: A Golden Celebration on July 29th, 2022. Mayor Hamilton joined past and present BPRD staff to celebrate 50 years of managing the property and perform a ribbon cutting ceremony for the new accessible walkway and fishing piers. The new walkway connects users to the north and south shore hiking trails. Phase one of the Griffy Loop Project also includes a .5 mile section of dirt trail located on the south side of the lake. This section of trail was installed by Spectrum. Spectrum also updated the trail section of the Griffy Lake Master Plan to provide management and trail route recommendations.

BPRD staff will continue to update ERAC members on the design plans, permit requirements, and construction progress for this project. Phase two includes adding a trail crossing along the top of the dam and constructing a staircase from the parking lot to the new trail.

Trail Improvements

Throughout the year, ERAC members were updated by BPRD staff on trail development and improvement projects. While the Griffy Lake Loop Trail and the proposed Clear Creek Trail extension received the most attention, other trail updates were discussed such as taking over the Polly Grimshaw Trail, The Mill property donation, and ongoing invasive plant management along other City trails.

BPRD has agreed to take over the management responsibilities for the Polly Grimshaw Trail from Public Works. The paved trail is located near Park Ridge Park along a railroad corridor. The trail will be trimmed back, snow removed, and maintained to BPRD standards for paved trails.

The Mill property donation includes the trail section east of Weimer road, close to the proposed east-west trail from Switchyard Park to Wapehani Mountain Bike Park. This section, approximately 900 feet long and paved, will be used as part of the Clear Creek Trail extension. There is potential for additional connections to the proposed Powerline Trail and RCA Community Park. These projects support goals outlined in both the City's SAP and CAP which aim to connect existing greenspaces and provide additional access to residents.

Trail connections and development will continue to be discussed bi-monthly with ERAC members.

Outreach

Every meeting, ERAC members were updated on BPRD's education and outreach activities such as Nature Days, Roving Naturalist Programs, Adopt-A-Stream/Greenspace/Trail Volunteers, and After-

School Nature Club programs. With no COVID-19 restrictions, BPRD was able to increase group sizes and the number of program offerings in 2022. Large community events, such as Bug Fest, Bird Fest, and Get Outdoors day were able to welcome hundreds of people and provide free opportunities to learn more about local outdoor recreational opportunities and our environment.

Additionally, BPRD renewed its partnership with Monroe County-Identify and Reduce Invasive Species (MC-IRIS) to host weekly Weed Wrangle programs and to develop education opportunities about invasive plant management. In 2022, this program was expanded to allow for additional weekly Weed Wrangle programs at specific parks based on community engagement.

BPRD staff continue to add boot brush stations around parks with natural surface trails to reduce the spread of invasive species and to educate park users. ERAC members provided feedback on the boot brush sign design as well as provided feedback on interpretive sign designs for RCA Community Park. The current park signs have been vandalized or are damaged from exposure. Final art will be review by ERAC members in June 2023.

BPRD has improved the GIS data and descriptions for all parks presented on OuterSpatial's mobile application. BPRD staff will continue to develop interpretive hikes that will be made available to park users on the free mobile app. ERAC members were asked to download the app and provide feedback on ease of usage and content.

Moving forward in 2023, ERAC members will continue to provide feedback and recommendations on matters pertaining to the operations of natural areas, programs, and facilities.



STAFF REPORT

Agenda Item: D-4
Date: 3-22-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: March 28, 2023
SUBJECT: PARKS AND RECREATION 2022 ANNUAL REPORT DRAFT

Recommendation

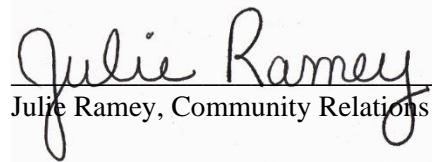
Staff requests review by the Board of Park Commissioners of the draft of the 2022 Bloomington Parks and Recreation Department Annual Report.

Background

The Annual Report includes participation numbers for the Department's 2022 programs, as well as unaudited financial data (revenue and expenses) for each program area. This draft is provided to the Board of Park Commissioners for review prior to the production of the final report. Changes and updates should be communicated in writing via email to Community Relations Manager Julie Ramey at rameyj@bloomington.in.gov by 5 p.m. on Friday, April 14, 2023.

Annual Reports are available online via the Parks and Recreation website, and via hard copy by request.

RESPECTFULLY SUBMITTED,


Julie Ramey, Community Relations Manager