



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, April 25 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 March 28, 2023
- A-2. Approval of Claims Submitted March 28, 2023 – April 24, 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 with Monroe County Fairgrounds for Touch a Truck
- A-8. Approval of partnership with Code and Key for community special event
- A-9. Approval of partnership with Special Olympics
- A-10. Approval of partnership with Lake Monroe Sailing Association
- A-11. Approval of contract addendum with 4 U lawn & Landscape, LLC
- A-12. Approval of partnership for Bug Fest 2023
- A-13. Approval of contract with Bruce Wilds Security for deer hunt at Griffy Lake Nature Preserve
- A-14. Approval of contract with Spear Corporation for maintenance services at Bryan Park Pool and Ralph Mills Pool
- A-15. Approval of partnership agreement with Monroe County United Ministries for use of Mills Pool
- A-16. Approval of service contract with Commercial Services for Banneker Community Center and Allison Jukebox

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Bravo Award - Lizzie Johnson (Emily Buuck)
- B-2. Parks Partner Award
- B-3. Staff Introduction Shelby Drake, Health/Wellness Coordinator
Chris Hamric/Sports Specialist
Ben Flake/Sports Laborer

C. OTHER BUSINESS

- C-1. Review/Approval of facility suspension appeal (Mark Sterner)
- C-2. Review/Approval of Policy #13120 – Memorial Benches in Parks (Barb Dunbar)
- C-3. Review/Approval of Policy#13020 – Commemorative Tree Program (Barb Dunbar)
- C-4. Review/Approval of contract with Commercial Service for HVAC replacement project (Kevin Terrell)
- C-5. Approval of partnership agreement with Trustees of Indiana University on behalf of research team of Stephanie Freeman-Day, PHD student and Dr. Burnell Fisher for tree planting survey (Haskell Smith)
- C-6. Review/Approval of contract with Davey Resource Group for 2023 Bicentennial Downtown tree planting project. (Haskell Smith)
- C-7. Review/Approval of contract with Spectrum Trail Design for 4 mile trail on the southern section of Griffy Lake Nature Preserve (Steve Cotter)
- C-8. Review/Approval of partnership addendum with Bloomington Football Club (Paula McDevitt)

D. REPORTS

- D-1. Operations Division - no report
- D-2. Recreation Division - Community Events 2023 Update (Leslie Brinson)
- D-3. Sports Division - no report
- D-4. Administration Division - 2022 Annual Report (Julie Ramey)

E. PUBLIC COMMENT

ADJOURNMENT

Face masks are optional but recommended for indoor spaces.

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

The meeting may accessed at the following link:

<https://bloomington.zoom.us/j/85144290527?pwd=cVpKWlI1MeUE1azdnMk1OWlphN21KUT09>

Meeting ID: 851 4429 0527

Passcode: 453188

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Board of Park Commissioners
Regular Meeting
Minutes

Regular Meeting: Tuesday, March 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 4:00pm

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

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 Par
- 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

Board Comments: Kathleen Mills recommended: to allow for public comment, Agenda item A-9, partnership agreement with Bloomington Football Club be moved from Section A. Consent Calendar to Section C. Other Business.

Ellen Rodkey made a motion to move A-9 from Consent Calendar to 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-21, minus A-9. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0

B. PUBLIC HEARINGS/APPEARANCES

B-1. Bravo Award

Emily Buuck, Community Relations Coordinator presented Doug and Kathy Curry with the March Bravo Award for the volunteer hours they provided weekly, primarily at Winslow Sports Park. They supported the Habitat Connectivity Project at Winslow Sports Park which had been one of the largest volunteer driven projects in the Adopt-a-Greenspace program. Their input and suggestions had been key in guiding the project and outreach. Staff was appreciative of the support Doug and Kathy had given to the department.

The Board thanked Doug and Kathy for their time and efforts.

B-2. Parks Partner Award - none

B-3. Staff Introductions

Josh Hinton recently accepted the position of Switchyard Park Foreperson. Josh was born in northern Indiana and moved to Bloomington in the early eighties. Josh obtained an associate's degree in Business Administrations from the local Ivy Tech. Josh looked forward to learning and growing in his position to help make BPRD park some of the best in the country. In his free time, Josh enjoyed reading and spending time with family, preferably at a camp site.

The Board welcomed Josh.

C. OTHER BUSINESS

C-1. Review/Approval of Partnership Agreement with Bloomington Pickle Ball Club for Community Pickle Ball Lessons

Mark Sterner, General Manager Sports BPRD wished to provide the Bloomington community an opportunity to participate in a pickleball instruction program. The Agreement outlined a program partnership, which would provide an affordable and effective program, designed to introduce beginner participants to the pickleball sport as well as to provide for skill advancement. Staff recommended approval of the partnership.

Board Comments *Jim Whitlatch inquired:* if Bloomington Pickle Ball Club was a legal entity, or just a group of people that came together. *Dan Sessions, Chairman of the Board of Bloomington Pickle Ball Club responded:* they were a 501-c7 status. A legal entity as a club based membership sports club.

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

C-2. Review/Approval of Contract with Scenic Construction Services, Inc. for Griffy Dam Trail Crossing Project

Tim Street, Operations and Development Division Director BPRD wished to construct a trail crossing at Griffy Lake Dam. The project would include, but not limited to site preparation, excavation, earthwork, fill, approximately 850 fee of trail construction, demolition, installation of fencing, and construction of approximately 200-foot long staircase at the site of Griffy Lake Dan on N Dunn St. Staff recommended approval of the contract with Scenic Construction Services, Inc. in an amount not to exceed \$344,700. Funding source would be the Prow RD/Acuff TIF Account.

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

C-3. Review/Approval of Contract with Marshall Security for Security Services at the Farmers' Market

Clarence Boone, Farmers' Market Coordinator BPRD wished to provide security support to staff at the Farmers' Market. Marshall Security would assist staff in enforcing the rules of the Farmers' Market. One security personnel would be at the Farmers' Market during the time frame of April 1st through November 25th. Staff recommended approval of the contract with Marshall Security in an amount not to exceed \$4,300. Funding source would be Farmers' Market Non-Reverting fund.

Board Comments *Kathleen Mills inquired:* if this was different than other arrangements with Marshall Security, since a sponsorship was involved. *Clarence responded:* it reduced overall cost, and went from two security personnel to one.

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

C-4. Review/Approval Updates to Policy #13040 – Park and Facility Special Use Policy

Hsiung Marler, Switchyard Park General Manager Park Policy 13040 covered park special use, security and safety issues, and classifications of events and fee schedules. Park Policy 13040 was originally developed in 1976, and had been updated as needed. The recommended updates were 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. Staff recommend approval of the updates to Policy 13040.

Board Comments Ellen Rodkey requested clarification: what was new in the policy. *Hsiung Marler responded:* section 8 under Use, Security, Safety.

Ellen Rodkey made a motion to approve the policy updates to Policy #13040 – Park and Facility Special Use Policy. *Jim Whitlatch* seconded the motions. Vote take: unanimously carried 4-0

C-5. Review/Approval Contract with Bluestone Tree LLC for Ash Tree Removal

Haskell Smith, Urban Forester staff wished to have 9 dead Ash trees removed near the animal shelter, satiation and Winston properties. Property damage had occurred due to limb failures of the dead trees caused by EAB infection. Staff recommended approval of the contract with Bluestone Tree LLC, in an amount not to exceed \$8,371.29. Cost would be equally split between BPRD and Public Works. BPRD funding source would be from Urban Forestry General Fund.

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

C-6. Review/Approval of Contract with Trees PLE, INC for Ash Tree Treatments

Haskell Smith, Urban Forester to continue to preserve Ash trees throughout the city, staff wished have 108 trees treated preventively for Emerald Ash Borer. The green and white ash trees were located around various city locations, and were on a treatment cycle of every three years. Staff recommended approval of the contract with Trees PLE, INC, in an amount not to exceed \$17,402. Funding source would be from Urban Forestry General Fund.

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

C-7. Review/Approval of Contract with White Buffalo for 2023 Deer Hunt at Griffy Lake Nature Hunt

Steve Cotter, Natural Resources Manager to allow the understory forest vegetation to recover from deer browsing, staff wished to continue to manage the deer herd at Griffy Lake Nature Preserve. White Buffalo would provide, but not limited to, assistance in the recruitment and proficiency screening of hunters/applicants, supervise scheduled hunting activities, and select general hunting locations within GLNP, facilitate the removal of harvested deer, and generate a report detailing the results of the hunt. Staff recommended approval of the contract with White Buffalo in an amount not to exceed, \$23,731. Funding source would be Landscaping Non-Reverting Fund.

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

A-9. Approval of Partnership Agreement with Bloomington Football Club

Scott Pedersen, Sports Coordinator staff wished to continue the partnership with Bloomington Football Club to provide 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. BFC provided soccer to over 60 youth participants at Winslow Sports Complex. Staff recommended approval of the partnership with Bloomington Football Club.

Board Comments Kathleen Mills commented: the Board would be voting on a standard agreement with the Bloomington Football Club to use the space. The Board would be happy to hear comments regarding soccer in Bloomington, but would only be voting on the Agreement presented.

The Board received public comments regarding the condition and availability of soccer fields in Bloomington.

Board Comments *Jim Whitlatch inquired:* if the partnership presented to the Board for the Bloomington Football Club was agreeable to the club, the discussion was the availability and condition of fields not the agreement. *Scott Pedersen responded:* correct. *Joe Fuschetto, Representative of Bloomington Football Club responded:* yes. *Jim Whitlatch responded:* this was a topic that had been studied and needed to continue to be studied. The Board had

listened and would take into consideration what had been said, and would continue to work with the Parks administration.

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

The Board thanked everyone for their comments.

D. REPORTS

D-1. Operations Division - Environmental Resources Advisory Council Annual Report

Rebecca Swift, Natural Resource Coordinator, introduced Denise Gardener, Chair Environmental Resources Advisory Council.

Denise Gardener presented 2022 Highlights

Bicentennial Bond Tree Planting Project update: in February of 2022, BPRD contracted Davey Resource Group to oversee the planting and maintenance of new street trees. Spring tree planting began in April 2022 and fall tree planting began in October 2022. Urban Forester attended meetings and gave updates on tree installations and discussed Callery pear removals.

Goat Farm Redevelopment Project update: In August 2022, 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, construction of two boardwalks, and expanding the native prairie to the south. ERAC members reviewed design plans and native seed mixes. Members were asked to review interpretive sign content prior to production.

Griffy Lake Nature Preserve Deer Management update: BPRD hired White Buffalo to plan and facilitate a hunt over two weekends in November during deer season. 29 participants were required to pass proficiency testing and be properly licensed to participate in the hunt. Deer Reduction Zone status was requested from the IDNR and approved. The only hunting allowed at Griffy was during the supervised deer hunt. A private security firm was hired to patrol access points to Griffy Lake Nature Preserve. Research and plant inventories conducted by Eco Logic, LLC continued to show that deer management was required to allow native plants to recover. The 2022 hunt removed 46 deer over the two weekends.

Griffy Lake Loop Trail/Griffy Lake Accessible Fishing Pier update: the first phase of the plan included an accessible pedestrian walkway along N. Headly Road, five fishing access points along the western shoreline, and a .5 mile of dirt trail on the south side of the lake. Construction of phase 1 began in 2021 and continued until June 2022.

Trail improvements update: 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 Poly Grimshaw trail, The Mill property donation, and ongoing invasive plant management along other City trails.

Outreach update: BPRD was able to increase group sizes and the number of program offerings in 2022. Large community events held, which provided free opportunities to learn more about local outdoor recreational opportunities and environment. The Monroe County-Identify and Reduce Invasive Species partnership was renewed. Additional boot brush stations were added around parks with natural surface trails to reduce the spread of invasive species and to educate park users. BPRD staff improved GIS data and descriptions for all parks presented on OuterSpatial's mobile application.

D-2. Recreation Division – none

D-3. Sports Division – none

D-4. Administration Division - 2022 Annual Report – draft

Julie Ramey, Community Relations Manager presented a draft of the Departments 2022 Annual Reports, which included participation numbers for 2022 programs, as well as unaudited financial data for each program area. The draft was provided for review prior to the production of the final reports. Changes and updates were to be sent to Julie via email.

E. PUBLIC COMMENT - none

Paula McDevitt, Administrator commented: the next Park Board meeting would be held on April 25, 2023. The Farmers' Market and Griffy Boathouse would open Saturday April 1, 2023.

ADJOURNMENT

Meeting adjourned at 4:47pm.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Kim Clapp", written in dark ink.

Kim Clapp,
Secretary Board of Park Commissioners



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



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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 187500 - Banneker Totals									Invoice Transactions 6	<u>\$854.03</u>
Program 189000 - Operations										
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>



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 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>



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 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										<u>\$37.00</u>
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										<u>\$2,390.87</u>
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										<u>\$1,037.35</u>
Program 189000 - Operations Totals Invoice Transactions 17										<u>\$6,783.55</u>
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										<u>\$150.94</u>
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										<u>\$675.56</u>
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



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 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



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 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



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 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



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 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



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 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

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										
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_____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/6/2023	Payroll				178,431.93
					.
					178,431.93

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 \$ 178,431.93

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 04/01/23 - 04/14/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53990 - Other Services and Charges										
11611 - Woods Electrical Contractors, INC	2210COBMLCT	18-Replacement of Miller Showers electrical box/panel	Paid by EFT # 52036		04/04/2023	04/04/2023	04/14/2023		04/14/2023	7,985.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$7,985.00
Account 54510 - Other Capital Outlays										
4922 - Rader Masonry	2646	18-Concrete repairs for TLRC upper deck	Paid by EFT # 51986		04/04/2023	04/04/2023	04/14/2023		04/14/2023	9,853.00
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$9,853.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals								Invoice Transactions	2	\$17,838.00
Department 18 - Parks & Recreation Totals								Invoice Transactions	2	\$17,838.00
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals								Invoice Transactions	2	\$17,838.00
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2544132	18- Markers, paper, scissors, binders	Paid by EFT # 51971		04/04/2023	04/04/2023	04/14/2023		04/14/2023	66.77
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$66.77
Account 53210 - Telephone										
1079 - AT&T	812349370003-23	18- AT&T Landlines Feb 20 - Mar 19, 2023	Paid by Check # 76889		04/05/2023	04/05/2023	04/05/2023		04/05/2023	2,152.62
Account 53210 - Telephone Totals								Invoice Transactions	1	\$2,152.62
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	632531	18- Notary Renewal - Grabowski	Paid by Check # 76903		04/04/2023	04/04/2023	04/14/2023		04/14/2023	49.37
3560 - First Financial Bank / Credit Cards	660129	18- Notary Renewal - Philbeck	Paid by Check # 76903		04/04/2023	04/04/2023	04/14/2023		04/14/2023	49.37
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	2	\$98.74
Program 181000 - Administration Totals								Invoice Transactions	4	\$2,318.13
Program 181100 - Marketing										
Account 52420 - Other Supplies										
54546 - Charles Y Coghlan, DMD (Office Easel)	105575A	18-Children's Expo giveaway sidewalk chalk #500	Paid by EFT # 51874		04/04/2023	04/04/2023	04/14/2023		04/14/2023	258.50
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$258.50
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40446	18-April 2023 Kids Kraze #880	Paid by EFT # 51828		04/04/2023	04/04/2023	04/14/2023		04/14/2023	308.00
Account 53310 - Printing Totals								Invoice Transactions	1	\$308.00



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 181100 - Marketing										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2014436	18- Annual sub to online PDF reader and library-3/16/23-3/16/24	Paid by Check # 76903		04/04/2023	04/04/2023	04/14/2023		04/14/2023	480.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		<u>\$480.00</u>
Program 181100 - Marketing Totals							Invoice Transactions	3		<u>\$1,046.50</u>
Program 182001 - Aquatics - Bryan Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	401.42
Account 53510 - Electrical Services Totals							Invoice Transactions	1		<u>\$401.42</u>
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions	1		<u>\$401.42</u>
Program 182002 - Aquatics - Mills Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	21.26
Account 53510 - Electrical Services Totals							Invoice Transactions	1		<u>\$21.26</u>
Program 182002 - Aquatics - Mills Pool Totals							Invoice Transactions	1		<u>\$21.26</u>
Program 182500 - Frank Southern Center										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	8,840.38
Account 53510 - Electrical Services Totals							Invoice Transactions	1		<u>\$8,840.38</u>
Program 182500 - Frank Southern Center Totals							Invoice Transactions	1		<u>\$8,840.38</u>
Program 183500 - Golf Services										
Account 52230 - Garage and Motor Supplies										
4046 - Heritage-Crystal Clean, INC	17912361	18 - Cascades Parts Cleaner	Paid by EFT # 51919		04/04/2023	04/04/2023	04/14/2023		04/14/2023	242.49
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions	1		<u>\$242.49</u>
Account 52420 - Other Supplies										
4458 - SiteOne Landscape Supply Holding, LLC	127290345-001	18 - Cascades Flags, Hole Cutters	Paid by EFT # 51998		04/04/2023	04/04/2023	04/14/2023		04/14/2023	1,364.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$1,364.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	4,644.47
Account 53510 - Electrical Services Totals							Invoice Transactions	1		<u>\$4,644.47</u>
Program 183500 - Golf Services Totals							Invoice Transactions	3		<u>\$6,250.96</u>



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
365 - Rogers Group, INC	0713012540	18-1/4-minus - Griffy Lake	Paid by EFT # 51990		04/04/2023	04/04/2023	04/14/2023		04/14/2023	39.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1			<u>\$39.00</u>
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingfoods)	0S0304998199	18-water for Griffy- 3/31/23	Paid by EFT # 51859		04/04/2023	04/04/2023	04/14/2023		04/14/2023	7.35
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$7.35</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330 323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	42.96
Account 53510 - Electrical Services Totals							Invoice Transactions 1			<u>\$42.96</u>
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	17783	18-pumping/cleaning of Wapahani and Griffy - Feb/March 2023	Paid by EFT # 52013		04/04/2023	04/04/2023	04/14/2023		04/14/2023	90.00
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 1			<u>\$90.00</u>
Program 184000 - Natural Resources Totals							Invoice Transactions 4			<u>\$179.31</u>
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330 323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	258.09
Account 53510 - Electrical Services Totals							Invoice Transactions 1			<u>\$258.09</u>
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 1			<u>\$258.09</u>
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	168635652	18- Homeland Security Amusement & Entertainment Permit	Paid by Check # 76903		04/04/2023	04/04/2023	04/14/2023		04/14/2023	366.97
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			<u>\$366.97</u>
Program 186500 - Community Events Totals							Invoice Transactions 1			<u>\$366.97</u>
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	535850	18-trash bags, chicken wire	Paid by EFT # 51855		04/04/2023	04/04/2023	04/14/2023		04/14/2023	25.98
394 - Kleindorfer Hardware & Variety	721438	18-Community Garden Supplies - Keys made, padlocks, cable ties,	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	139.91
Account 52420 - Other Supplies Totals							Invoice Transactions 2			<u>\$165.89</u>
Program 186502 - Community Events-Gardens Totals							Invoice Transactions 2			<u>\$165.89</u>



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 187001 - Adult Sports-Softball										
Account 52340 - Other Repairs and Maintenance										
7722 - Indiana Field Supplies, LLC	2023-526	18- TLSP 2023 Temp Fence Poles	Paid by EFT # 51927		04/04/2023	04/04/2023	04/14/2023		04/14/2023	391.00
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1			\$391.00
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	721026	18-TLSP 2023 Graffiti Remover	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	26.98
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$26.98
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	1,586.87
Account 53510 - Electrical Services Totals							Invoice Transactions 1			\$1,586.87
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 3			\$2,004.85
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	371.43
Account 53510 - Electrical Services Totals							Invoice Transactions 1			\$371.43
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions 1			\$371.43
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	61.31
Account 53510 - Electrical Services Totals							Invoice Transactions 1			\$61.31
Program 187208 - Youth Sports-Olcott Totals							Invoice Transactions 1			\$61.31
Program 187500 - Banneker										
Account 53140 - Exterminator Services										
4073 - Terminix International	431082057	18-Green Pest Control - Banneker	Paid by Check # 76916		04/04/2023	04/04/2023	04/14/2023		04/14/2023	73.04
Account 53140 - Exterminator Services Totals							Invoice Transactions 1			\$73.04
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	256.23
Account 53510 - Electrical Services Totals							Invoice Transactions 1			\$256.23
Account 53610 - Building Repairs										
3560 - First Financial Bank / Credit Cards	40612	18-Late Fee - food service license - BCC	Paid by Check # 76903		04/04/2023	04/04/2023	04/14/2023		04/14/2023	17.85
Account 53610 - Building Repairs Totals							Invoice Transactions 1			\$17.85



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 53910 - Dues and Subscriptions										
7257 - Scenario Learning, LLC (Vector Solutions)	INV64020	18- Safe school training	Paid by EFT # 51992		04/04/2023	04/04/2023	04/14/2023		04/14/2023	880.95
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$880.95
Program 187500 - Banneker Totals								Invoice Transactions	4	\$1,228.07
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM231165	18-gloves, batteries, tape	Paid by EFT # 51900		04/04/2023	04/04/2023	04/14/2023		04/14/2023	623.87
9269 - Ferguson Facilities Supply, HP Products #3400	0561203	18-hand foam, paper towels, toilet tissue, trash bags	Paid by EFT # 51902		04/04/2023	04/04/2023	04/14/2023		04/14/2023	776.28
9269 - Ferguson Facilities Supply, HP Products #3400	CM042467	18-CREDIT on custodial supplies	Paid by EFT # 51902		04/04/2023	04/04/2023	04/14/2023		04/14/2023	(83.96)
394 - Kleindorfer Hardware & Variety	751780	18-paint for graffiti, scraper & mops for shop supplies	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	37.96
394 - Kleindorfer Hardware & Variety	721327	18-concrete bit, gray primer, hi-temp paint, squeegee, paint bru	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	42.47
8875 - The Hoosier Company, INC	15049	18-(12) gls Elephant Snot (graffiti removal product)	Paid by EFT # 52010		04/04/2023	04/04/2023	04/14/2023		04/14/2023	1,148.40
Account 52210 - Institutional Supplies Totals								Invoice Transactions	6	\$2,545.02
Account 52230 - Garage and Motor Supplies										
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	M4002717	18-Hydraulic fluid for Bobcat	Paid by EFT # 51866		04/04/2023	04/04/2023	04/14/2023		04/14/2023	86.79
4574 - John Deere Financial f.s.b. (Rural King)	73784	18-(1) gal air compressor for shop	Paid by Check # 76907		04/04/2023	04/04/2023	04/14/2023		04/14/2023	99.99
476 - Southern Indiana Parts, INC (Napa Auto Parts)	503356	18-blade, grommet, lamp for brake lamp for trailer	Paid by EFT # 51999		04/04/2023	04/04/2023	04/14/2023		04/14/2023	25.22
Account 52230 - Garage and Motor Supplies Totals								Invoice Transactions	3	\$212.00
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	536314	18-Saw-Zall Blades, Makita battery	Paid by EFT # 51855		04/04/2023	04/04/2023	04/14/2023		04/14/2023	108.93
334 - Irving Materials, INC	11256159	18-concrete - 2000 E Winslow Rd	Paid by EFT # 51934		04/04/2023	04/04/2023	04/14/2023		04/14/2023	692.00
4574 - John Deere Financial f.s.b. (Rural King)	143502	18-Programmable thermostat for SYMB	Paid by Check # 76907		04/04/2023	04/04/2023	04/14/2023		04/14/2023	29.99



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	724817	18-thermostat for Rosehill office garage heater	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	22.49
394 - Kleindorfer Hardware & Variety	751648	18-flood light, LED bulbs, photo eye for light, self taping scre	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	70.01
394 - Kleindorfer Hardware & Variety	751714	18 - washers, lugs	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	29.90
394 - Kleindorfer Hardware & Variety	751774	18- 2 bags concrete	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	18.00
394 - Kleindorfer Hardware & Variety	751927	18-5# box of screws	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	56.13
394 - Kleindorfer Hardware & Variety	751976	18-1 box lag bolts	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	21.10
394 - Kleindorfer Hardware & Variety	721791	18-thermostat guard (2)	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	37.48
394 - Kleindorfer Hardware & Variety	751736	18-cut discs, back plate	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	18.45
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 11	\$1,104.48
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5784488	18-impact flip socket, NCVT Light, LED Canopy, Ceiling Sensor	Paid by EFT # 51833		04/04/2023	04/04/2023	04/14/2023		04/14/2023	249.60
50594 - Barry Company, INC	059247	18-(15) shut-off valves for restrooms facilities	Paid by EFT # 51848		04/04/2023	04/04/2023	04/14/2023		04/14/2023	98.87
50594 - Barry Company, INC	059716	18-Plumbing parts; sloan urinal and closet diaphragm kits	Paid by EFT # 51848		04/04/2023	04/04/2023	04/14/2023		04/14/2023	255.78
50594 - Barry Company, INC	060443	18-Non-ASB F/F Gasket	Paid by EFT # 51848		04/04/2023	04/04/2023	04/14/2023		04/14/2023	5.29
409 - Black Lumber Co. INC	535688	18-toilet seal, dbl nut closet bolts, toilet bolts	Paid by EFT # 51855		04/04/2023	04/04/2023	04/14/2023		04/14/2023	32.96
409 - Black Lumber Co. INC	536472	18-treated lumber for B&T Boardwalk	Paid by EFT # 51855		04/04/2023	04/04/2023	04/14/2023		04/14/2023	29.94
409 - Black Lumber Co. INC	536473	18-replace boards for Bryan Park Boardwalk	Paid by EFT # 51855		04/04/2023	04/04/2023	04/14/2023		04/14/2023	41.96
394 - Kleindorfer Hardware & Variety	724591	18- 4 sloan repair kits, HVAC breaker	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	131.45
394 - Kleindorfer Hardware & Variety	751557	18-coppertubing, wire brush	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	17.49
394 - Kleindorfer Hardware & Variety	751614	18-mig welding wire, washers, pick set	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	33.58



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	751780	18-paint for graffiti, scraper & mops for shop supplies	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	256.98
394 - Kleindorfer Hardware & Variety	721161	18-WD40, drive pin, masonry bit	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	20.66
394 - Kleindorfer Hardware & Variety	721327	18-concrete bit, gray primer, hi-temp paint, squeegee, paint bru	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	181.25
394 - Kleindorfer Hardware & Variety	721196	18-hose swivel, pvc cap, WD-40	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	22.14
394 - Kleindorfer Hardware & Variety	721759	18-gate valve for Sherwood Oaks Park; garden hose adapter	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	9.38
394 - Kleindorfer Hardware & Variety	751395	18-parts for Miller Showers irrigation	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	96.97
6262 - Koenig Equipment, INC	P36706	18-disk brakes for #625 Gator - SYP	Paid by EFT # 51946		04/04/2023	04/04/2023	04/14/2023		04/14/2023	533.90
6262 - Koenig Equipment, INC	P36707	18-2 cycle oil mix	Paid by EFT # 51946		04/04/2023	04/04/2023	04/14/2023		04/14/2023	13.20
6262 - Koenig Equipment, INC	P36708	18-brake kit for #625 Gator	Paid by EFT # 51946		04/04/2023	04/04/2023	04/14/2023		04/14/2023	94.91
4458 - SiteOne Landscape Supply Holding, LLC	127573941-001	18-Irrigation parts for various locations	Paid by EFT # 51998		04/04/2023	04/04/2023	04/14/2023		04/14/2023	390.49
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 20	\$2,516.80
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM231165	18-gloves, batteries, tape	Paid by EFT # 51900		04/04/2023	04/04/2023	04/14/2023		04/14/2023	115.04
394 - Kleindorfer Hardware & Variety	751203	18-hanger strap	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	6.38
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$121.42
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	13554	18-Logo'd tees & hoodies for seasonal staff	Paid by EFT # 51825		04/04/2023	04/04/2023	04/14/2023		04/14/2023	1,108.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$1,108.00
Account 53310 - Printing										
53125 - Mr. Copy, INC	36461	18-(40) copies on waterproof/tearproof paper-Vehicle Cards	Paid by EFT # 51965		04/04/2023	04/04/2023	04/14/2023		04/14/2023	171.00
Account 53310 - Printing Totals									Invoice Transactions 1	\$171.00



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 53510 - Electrical Services										
223 - Duke Energy	9300000222330323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	2,937.33
Account 53510 - Electrical Services Totals Invoice Transactions 1										\$2,937.33
Account 53610 - Building Repairs										
1138 - BCT Management, INC	5671	18-Exterior door replacement @ the BCT	Paid by EFT # 51850		04/04/2023	04/04/2023	04/14/2023		04/14/2023	1,044.75
Account 53610 - Building Repairs Totals Invoice Transactions 1										\$1,044.75
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3162565	18-Floor mat services @ Ops Ctr -3/8/23	Paid by EFT # 51979		04/04/2023	04/04/2023	04/14/2023		04/14/2023	28.26
53657 - Plymate, INC	3162566	18-Floor mat services @ RH Office-3/8/23	Paid by EFT # 51979		04/04/2023	04/04/2023	04/14/2023		04/14/2023	25.52
4175 - The Stables Events, LLC (Izzy's Rentals)	17781	18-pumping/cleaning of RCA Park - March 2023	Paid by EFT # 52013		04/04/2023	04/04/2023	04/14/2023		04/14/2023	116.25
4175 - The Stables Events, LLC (Izzy's Rentals)	17782	18-Pumping/cleaning of (8) port-a-let units - March 2023	Paid by EFT # 52013		04/04/2023	04/04/2023	04/14/2023		04/14/2023	800.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 4										\$970.03
Account 53990 - Other Services and Charges										
50722 - Bloomington Bagel Co., INC	000680	18-(2) bxs coffee for annual seasonal staff training/orientation	Paid by EFT # 51858		04/04/2023	04/04/2023	04/14/2023		04/14/2023	45.98
6330 - Marshall Security LLC	2763	18-Security Services (B-Line) - 3/1-3/31/2023	Paid by EFT # 51955		04/04/2023	04/04/2023	04/14/2023		04/14/2023	18,360.00
5819 - Synchrony Bank	1792	18-Snacks/beverages for annual seasonal staff training	Paid by Check # 76914		04/04/2023	04/04/2023	04/14/2023		04/14/2023	130.08
Account 53990 - Other Services and Charges Totals Invoice Transactions 3										\$18,536.06
Program 189000 - Operations Totals Invoice Transactions 53										\$31,266.89
Program 189006 - Switchyard Property										
Account 52310 - Building Materials and Supplies										
5415 - Allied Wholesale Electrical Supply, LLC	5784863	18- SYP CREDIT for incorrect parts-Inv #5783695	Paid by EFT # 51833		04/04/2023	04/04/2023	04/14/2023		04/14/2023	(148.80)
394 - Kleindorfer Hardware & Variety	721370	18 SYP Misc Hardware; handle, electric tape, wall tape, screws,	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	24.22
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2										(\$124.58)



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 189006 - Switchyard Property										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	142729	18- SYP bulk fasteners, ready strip spray	Paid by Check # 76907		04/04/2023	04/04/2023	04/14/2023		04/14/2023	10.62
394 - Kleindorfer Hardware & Variety	751689	18 SYP Power Strip, Hydro-Peroxide	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	28.78
394 - Kleindorfer Hardware & Variety	721166	18- SYP Misc hardware; trash can, deck ties and grommets	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	32.07
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$71.47
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	2,804.69
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$2,804.69
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	W89287	18- SYP Spray Pad Mixing Valve Repair	Paid by EFT # 51917		04/04/2023	04/04/2023	04/14/2023		04/14/2023	3,397.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$3,397.00
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3165758	18- SYP Vestibule Rug Service 3/29/23	Paid by EFT # 51979		04/04/2023	04/04/2023	04/14/2023		04/14/2023	114.33
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$114.33
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2762	18-Security Services - SYP - March 2023	Paid by EFT # 51955		04/04/2023	04/04/2023	04/14/2023		04/14/2023	6,324.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$6,324.00
Program 189006 - Switchyard Property Totals									Invoice Transactions 9	\$12,586.91
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20823	18-brown mulch (4)	Paid by EFT # 51911		04/04/2023	04/04/2023	04/14/2023		04/14/2023	76.00
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$76.00
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	068596052642	18- repurposed work gloves	Paid by Check # 76903		04/04/2023	04/04/2023	04/14/2023		04/14/2023	28.68
4574 - John Deere Financial f.s.b. (Rural King)	141207	18 - UGS sprayer parts	Paid by Check # 76907		04/04/2023	04/04/2023	04/14/2023		04/14/2023	23.99
394 - Kleindorfer Hardware & Variety	751235	18-hose shut off	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	7.29
394 - Kleindorfer Hardware & Variety	751518	18-hose ends, gaskets, RUB hose	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	13.87



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 189500 - Landscaping										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	751924	18-6 post	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	7.74
Account 52420 - Other Supplies Totals Invoice Transactions 5										<u>\$81.57</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	13554	18-Logo'd tees & hoodies for seasonal staff	Paid by EFT # 51825		04/04/2023	04/04/2023	04/14/2023		04/14/2023	470.00
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	13560	18 - UGS long sleeve t-shirts with CoB logo	Paid by EFT # 51825		04/04/2023	04/04/2023	04/14/2023		04/14/2023	510.00
Account 52430 - Uniforms and Tools Totals Invoice Transactions 2										<u>\$980.00</u>
Account 53130 - Medical										
231 - IU Health OCC Health Services	00142533-00	18-Hep B vaccines - Luallen-3/3/23	Paid by EFT # 51935		04/04/2023	04/04/2023	04/14/2023		04/14/2023	130.00
Account 53130 - Medical Totals Invoice Transactions 1										<u>\$130.00</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	349867	18- Metro Institute Pesticide Core & Forest Pest Mgmt-Luallen	Paid by Check # 76903		04/04/2023	04/04/2023	04/14/2023		04/14/2023	55.00
3560 - First Financial Bank / Credit Cards	349873	18- Metro Institute Pesticide Core & Forest Pest Mgmt-Smiththeram	Paid by Check # 76903		04/04/2023	04/04/2023	04/14/2023		04/14/2023	55.00
Account 53160 - Instruction Totals Invoice Transactions 2										<u>\$110.00</u>
Program 189500 - Landscaping Totals Invoice Transactions 11										<u>\$1,377.57</u>
Program 189501 - Cemeteries										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	13554	18-Logo'd tees & hoodies for seasonal staff	Paid by EFT # 51825		04/04/2023	04/04/2023	04/14/2023		04/14/2023	172.00
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1										<u>\$172.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	477.75
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$477.75</u>
Account 53650 - Other Repairs										
32 - Cassidy Electrical Contractors, INC	31020	18-Install new service to accommodate e-mower	Paid by EFT # 51869		04/04/2023	04/04/2023	04/14/2023		04/14/2023	2,802.68
Account 53650 - Other Repairs Totals Invoice Transactions 1										<u>\$2,802.68</u>
Program 189501 - Cemeteries Totals Invoice Transactions 3										<u>\$3,452.43</u>



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 189503 - Urban Forestry										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	141229	18-rain suit	Paid by Check # 76907		04/04/2023	04/04/2023	04/14/2023		04/14/2023	43.99
786 - Richard's Small Engine, INC	496907	18-chainsaw chains, bar oil	Paid by EFT # 51988		04/04/2023	04/04/2023	04/14/2023		04/14/2023	70.88
5819 - Synchrony Bank	3509	18-sanitizing spray	Paid by Check # 76914		04/04/2023	04/04/2023	04/14/2023		04/14/2023	34.86
Account 52420 - Other Supplies Totals							Invoice Transactions 3			<u>\$149.73</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	13554	18-Logo'd tees & hoodies for seasonal staff	Paid by EFT # 51825		04/04/2023	04/04/2023	04/14/2023		04/14/2023	144.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1			<u>\$144.00</u>
Program 189503 - Urban Forestry Totals							Invoice Transactions 4			<u>\$293.73</u>
Department 18 - Parks & Recreation Totals							Invoice Transactions 110			<u>\$72,492.10</u>
Fund 200 - Parks and Recreation Gen (S1301) Totals							Invoice Transactions 110			<u>\$72,492.10</u>
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	INT230314-4743-7	18- Annual sub for online form software-3/14/23-3/13/24	Paid by Check # 76903		04/04/2023	04/04/2023	04/14/2023		04/14/2023	390.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			<u>\$390.00</u>
Program 181100 - Marketing Totals							Invoice Transactions 1			<u>\$390.00</u>
Program 182001 - Aquatics - Bryan Pool										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40404	18-20 Punch Pool Economy Passes #500 DISCARD	Paid by EFT # 51828		04/04/2023	04/04/2023	04/14/2023		04/14/2023	52.00
2895 - Rapid Reproductions, INC	111004	18-Peterman Bros banner for Bryan Park Pool 2023 season	Paid by EFT # 51987		04/04/2023	04/04/2023	04/14/2023		04/14/2023	120.00
Account 53310 - Printing Totals							Invoice Transactions 2			<u>\$172.00</u>
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 2			<u>\$172.00</u>
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	7124	18-Cascades Snack Bar - 3-24-23	Paid by Check # 76914		04/04/2023	04/04/2023	04/14/2023		04/14/2023	165.06
5819 - Synchrony Bank	8062	18-Snack bar items - Cascades Golf Course	Paid by Check # 76914		04/04/2023	04/04/2023	04/14/2023		04/14/2023	14.70



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	5918	18-Snack bar items - Cascades Golf Course	Paid by Check # 76914		04/04/2023	04/04/2023	04/14/2023		04/14/2023	110.03
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 3			\$289.79
Program 183500 - Golf Services Totals							Invoice Transactions 3			\$289.79
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	915230521	18-Pro Shop Supplies - Cascades Golf Course- bucket hat	Paid by Check # 76899		04/04/2023	04/04/2023	04/14/2023		04/14/2023	110.78
4072 - Acushnet Company	915241377	18-Pro Shop Supplies - Cascades Golf Course- golf balls	Paid by Check # 76899		04/04/2023	04/04/2023	04/14/2023		04/14/2023	253.24
4072 - Acushnet Company	915287494	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76899		04/04/2023	04/04/2023	04/14/2023		04/14/2023	135.24
4072 - Acushnet Company	915277019	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76899		04/04/2023	04/04/2023	04/14/2023		04/14/2023	235.18
4072 - Acushnet Company	915327930	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76899		04/04/2023	04/04/2023	04/14/2023		04/14/2023	265.21
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1615640	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76902		04/04/2023	04/04/2023	04/14/2023		04/14/2023	1,936.90
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1616065	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76902		04/04/2023	04/04/2023	04/14/2023		04/14/2023	186.34
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1619936	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76902		04/04/2023	04/04/2023	04/14/2023		04/14/2023	556.98
53619 - Ping, INC	16795840	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 51978		04/04/2023	04/04/2023	04/14/2023		04/14/2023	1,716.95
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 9			\$5,396.82
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 9			\$5,396.82
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
121 - Eco Logic, LLC	5252	18-Fecon Invasive Plant Management at GLNP (Schneider Parcel)	Paid by EFT # 51890		04/04/2023	04/04/2023	04/14/2023		04/14/2023	4,999.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$4,999.00
Program 184000 - Natural Resources Totals							Invoice Transactions 1			\$4,999.00



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 184502 - Youth Expo- Childrens Expo										
Account 52420 - Other Supplies										
54546 - Charles Y Coghlan, DMD (Office Easel)	105575A	18-Children's Expo giveaway sidewalk chalk #500	Paid by EFT # 51874		04/04/2023	04/04/2023	04/14/2023		04/14/2023	258.50
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$258.50
								Program 184502 - Youth Expo- Childrens Expo Totals	Invoice Transactions 1	\$258.50
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	6611	18 - TLRC Industrial Supplies; paper towels, facial tissue, etc	Paid by EFT # 51918		04/04/2023	04/04/2023	04/14/2023		04/14/2023	418.89
7663 - HB Warehouse LLC (Resource Services)	6612	18 - TLRC Industrial Supplies; sanitizer	Paid by EFT # 51918		04/04/2023	04/04/2023	04/14/2023		04/14/2023	73.73
7663 - HB Warehouse LLC (Resource Services)	5966	18-HBL-RF Restocking Fee	Paid by EFT # 51918		04/04/2023	04/04/2023	04/14/2023		04/14/2023	4.50
5819 - Synchrony Bank	2431	18-trash bags	Paid by Check # 76914		04/04/2023	04/04/2023	04/14/2023		04/14/2023	99.92
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 4	\$597.04
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	721397	18-10mm bolts	Paid by EFT # 51945		04/04/2023	04/04/2023	04/14/2023		04/14/2023	20.40
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	\$20.40
Account 53150 - Communications Contract										
392 - Koorsen Fire & Security, INC	IN00360057	18 - TLRC Alarm Monitoring- 4/1/23-6/30/23	Paid by EFT # 51948		04/04/2023	04/04/2023	04/14/2023		04/14/2023	102.82
								Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$102.82
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330323	18-Parks Electrical Charges Mar 2023	Paid by Check # 76894		04/05/2023	04/05/2023	04/05/2023		04/05/2023	38.37
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$38.37
Account 53610 - Building Repairs										
53657 - Plymate, INC	3167346	18 - TLRC Entry Mats 3 -29-23	Paid by EFT # 51979		04/04/2023	04/04/2023	04/14/2023		04/14/2023	81.62
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	\$81.62
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X230322	18-satellite service for TLRC-03/21-04/20/23	Paid by Check # 76893		04/04/2023	04/04/2023	04/14/2023		04/05/2023	245.98
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$245.98
								Program 185000 - Twin Lakes Recreation Center Totals	Invoice Transactions 9	\$1,086.23



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	033023	18-TLRC Fitness Specialist	Paid by EFT # 51847		04/04/2023	04/04/2023	04/14/2023		04/14/2023	187.50
8370 - Alice M Day	033023	18-TLRC Fitness Specialist	Paid by EFT # 51883		04/04/2023	04/04/2023	04/14/2023		04/14/2023	93.75
8234 - Paetyn Denson	033023A	18-TLRC Fitness Specialist	Paid by EFT # 51884		04/04/2023	04/04/2023	04/14/2023		04/14/2023	495.00
8234 - Paetyn Denson	033023B	18-TLRC Fitness Specialist	Paid by EFT # 51884		04/04/2023	04/04/2023	04/14/2023		04/14/2023	300.00
5274 - Catherine T Gossett	032923	18-TLRC Fitness Specialist	Paid by EFT # 51912		04/04/2023	04/04/2023	04/14/2023		04/14/2023	218.75
8399 - Gustavus Alexus McLeod	032823	18-TLRC Fitness Specialist	Paid by EFT # 51958		04/04/2023	04/04/2023	04/14/2023		04/14/2023	93.75
7086 - Rivkah L Moore	033123	18-TLRC Fitness Specialist	Paid by EFT # 51963		04/04/2023	04/04/2023	04/14/2023		04/14/2023	187.50
1973 - Megan M Stark	033123	18-TLRC Fitness Specialist	Paid by EFT # 52002		04/04/2023	04/04/2023	04/14/2023		04/14/2023	675.00
8581 - Catherine M Storm	032323	18-TLRC Fitness Specialist	Paid by EFT # 52004		04/04/2023	04/04/2023	04/14/2023		04/14/2023	31.25
8184 - Emily E Tally	033023	18-TLRC Fitness Specialist	Paid by EFT # 52006		04/04/2023	04/04/2023	04/14/2023		04/14/2023	93.75
8590 - Christin N Turmail (Soulshine Transformation LLC)	032123	18-TLRC Fitness Specialist	Paid by EFT # 52022		04/04/2023	04/04/2023	04/14/2023		04/14/2023	31.25
7960 - Lauren Wilson (Elae Entertainment Group LLC)	032323	18-TLRC Fitness Specialist	Paid by EFT # 52033		04/04/2023	04/04/2023	04/14/2023		04/14/2023	31.25
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	12		\$2,438.75
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions	12		\$2,438.75
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
7276 - Kaitlyn Clementi	032823	18-TLRC Fitness Specialist	Paid by EFT # 51877		04/04/2023	04/04/2023	04/14/2023		04/14/2023	285.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	1		\$285.00
Program 185003 - TLRC-Basketball Totals							Invoice Transactions	1		\$285.00
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	175788	18 - TLRC Concessions Items for Sale 3-27-23	Paid by EFT # 51910		04/04/2023	04/04/2023	04/14/2023		04/14/2023	806.85
8155 - PepsiCo Beverage Sales, LLC	47232205	18 - TLRC Concessions Items for Sale 3-22-23	Paid by EFT # 51977		04/04/2023	04/04/2023	04/14/2023		04/14/2023	1,083.42
8155 - PepsiCo Beverage Sales, LLC	52113512	18 - TLRC Concessions Items for Sale 3-30-23	Paid by EFT # 51977		04/04/2023	04/04/2023	04/14/2023		04/14/2023	634.44



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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	2430 033123	18 - TLRC Concessions Items for Sale 3-31-23	Paid by Check # 76914		04/04/2023	04/04/2023	04/14/2023		04/14/2023	371.30
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	4	\$2,896.01
Program 185006 - TLRC-Concessions Totals								Invoice Transactions	4	\$2,896.01
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QM9-G3YD-CFQL	18- Amazon Dog Treats and Toys	Paid by EFT # 51834		04/04/2023	04/04/2023	04/14/2023		04/14/2023	609.32
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19G1-H9HQ-44M1	18- Amazon Blue Bakery Dog Treats	Paid by EFT # 51834		04/04/2023	04/04/2023	04/14/2023		04/14/2023	81.54
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$690.86
Program 186500 - Community Events Totals								Invoice Transactions	2	\$690.86
Program 186503 - Community Events-Farmers' Market										
Account 52420 - Other Supplies										
798 - Winters Associates Promotional Products, INC	114763	18- FM Promotional Totes (300)	Paid by EFT # 52034		04/04/2023	04/04/2023	04/14/2023		04/14/2023	3,061.25
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$3,061.25
Account 53990 - Other Services and Charges										
8644 - Thomas E Harlan	187	18 FM Entertainment - April 1, 2023	Paid by EFT # 51916		04/04/2023	04/04/2023	04/14/2023		04/14/2023	100.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$100.00
Program 186503 - Community Events-Farmers' Market Totals								Invoice Transactions	2	\$3,161.25
Program 186504 - Senior Expo										
Account 43270 - Registration Fees										
Beth Ascher	2023-00000468	18-Refunds	Paid by Check # 76917		04/04/2023	04/04/2023	04/14/2023		04/14/2023	100.00
Account 43270 - Registration Fees Totals								Invoice Transactions	1	\$100.00
Program 186504 - Senior Expo Totals								Invoice Transactions	1	\$100.00
Program 187001 - Adult Sports-Softball										
Account 53910 - Dues and Subscriptions										
822 - Indiana Amateur Softball Association, INC	2022072044	18- TLSP USA Softball of Indiana Umpire Pay, Sanctioning Fees	Paid by EFT # 51926		04/04/2023	04/04/2023	04/14/2023		04/14/2023	3,000.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$3,000.00



Board of Park Commissioners Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
822 - Indiana Amateur Softball Association, INC	2022072044	18- TLSP USA Softball of Indiana Umpire Pay, Sanctioning Fees	Paid by EFT # 51926		04/04/2023	04/04/2023	04/14/2023		04/14/2023	8,000.00
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 1	\$8,000.00
Account 53990 - Other Services and Charges										
822 - Indiana Amateur Softball Association, INC	2022072044	18- TLSP USA Softball of Indiana Umpire Pay, Sanctioning Fees	Paid by EFT # 51926		04/04/2023	04/04/2023	04/14/2023		04/14/2023	4,000.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$4,000.00
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 3	\$15,000.00
Department 18 - Parks & Recreation Totals									Invoice Transactions 51	\$37,164.21
Fund 201 - Parks and Rec Non Reverting Totals									Invoice Transactions 51	\$37,164.21
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
4965 - Shade Trees Unlimited, INC	9783	18-UF - Trees (85)	Paid by EFT # 51994		04/04/2023	04/04/2023	04/14/2023		04/14/2023	12,321.00
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 1	\$12,321.00
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals									Invoice Transactions 1	\$12,321.00
Department 18 - Parks & Recreation Totals									Invoice Transactions 1	\$12,321.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals									Invoice Transactions 1	\$12,321.00
Fund 985 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
3663 - WSP USA, INC	1279302	07-2nd St PBL-2nd ST Modernization proj LPA-1/28-2/17/23	Paid by EFT # 52038		04/04/2023	04/04/2023	04/14/2023		04/14/2023	31,123.19
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 1	\$31,123.19
Program 180000 - Main Totals									Invoice Transactions 1	\$31,123.19
Department 18 - Parks & Recreation Totals									Invoice Transactions 1	\$31,123.19
Fund 985 - Parks GO Bonds 2022 Totals									Invoice Transactions 1	\$31,123.19
Grand Totals									Invoice Transactions 165	\$170,938.50

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
04/14/23	Claims				\$170,938.50
					<u>\$170,938.50</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 \$170,938.50 4/14/2023

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
4/21/2023	Payroll				189,536.83
					.
					189,536.83

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 **\$ 189,536.83**

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 04/15/23 - 04/28/23

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 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40454	18- Deposit Receipts GF/NR/TLRC & Aquatics NR	Paid by EFT # 52065		04/18/2023	04/18/2023	04/28/2023		04/28/2023	986.64
Account 53310 - Printing Totals										Invoice Transactions 1
										<u>\$986.64</u>
Account 53750 - Rentals - Other										
933 - United States Postal Service	May 23-April 24	18- Annual Lease of PO Box 848-May 2023-April 2024	Paid by Check # 76956		04/18/2023	04/18/2023	04/28/2023		04/28/2023	492.00
Account 53750 - Rentals - Other Totals										Invoice Transactions 1
										<u>\$492.00</u>
Program 181000 - Administration Totals										Invoice Transactions 2
										<u>\$1,478.64</u>
Program 181100 - Marketing										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KMG-GW11-3VFQ	18- Amazon Westcott Scissor Mouse	Paid by EFT # 52069		04/18/2023	04/18/2023	04/28/2023		04/28/2023	13.92
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$13.92</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40482	18-Pool passes and Griffy Lake wallet cards	Paid by EFT # 52065		04/18/2023	04/18/2023	04/28/2023		04/28/2023	315.00
129 - FedEx Print Service, INC (Printing Only)	021100044902	18-print/lam posters for pools & Griffy FedEx Acct. #0547243307	Paid by EFT # 52130		04/18/2023	04/18/2023	04/28/2023		04/28/2023	439.05
129 - FedEx Print Service, INC (Printing Only)	021100044929	18-print and lam posters for Griffy Lake; Fedex acct #0547243	Paid by EFT # 52130		04/18/2023	04/18/2023	04/28/2023		04/28/2023	234.56
3892 - Midwest Color Printing, INC	INV-18260	18-business cards Sims & Stark #250 each	Paid by EFT # 52184		04/18/2023	04/18/2023	04/28/2023		04/28/2023	122.44
3892 - Midwest Color Printing, INC	INV-18006	18-business cards Josh Hinton #250	Paid by EFT # 52184		04/18/2023	04/18/2023	04/28/2023		04/28/2023	61.22
Account 53310 - Printing Totals										Invoice Transactions 5
										<u>\$1,172.27</u>
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0005427650	18-March 2023 display ads Family Guide Kid City emails	Paid by EFT # 52135		04/18/2023	04/18/2023	04/28/2023		04/28/2023	2,414.80
1078 - Kamrex, INC (VFW Program)	288357	18-1-16 ad in 40 ET 8 News for TLRC	Paid by Check # 76946		04/18/2023	04/18/2023	04/28/2023		04/28/2023	138.50
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1230337024	18-30-sec spots for Griffy boathouse opening on WHCC	Paid by EFT # 52225		04/18/2023	04/18/2023	04/28/2023		04/28/2023	500.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-12300337026	18-30-sec spots for Farmers Mkt Opening Day on WHCC	Paid by EFT # 52225		04/18/2023	04/18/2023	04/28/2023		04/28/2023	500.00



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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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-1230337028	18-30 sec spots for Kid City camps on WHCC	Paid by EFT # 52225		04/18/2023	04/18/2023	04/28/2023		04/28/2023	625.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1230337119	18-30-sec spots for Griffy boathouse opening on WBWB	Paid by EFT # 52225		04/18/2023	04/18/2023	04/28/2023		04/28/2023	500.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1230337120	18-30-sec spots for Farmers Mkt Opening Day on WBWB	Paid by EFT # 52225		04/18/2023	04/18/2023	04/28/2023		04/28/2023	500.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1230337122	18-30 sec spots for Kid City camps on WBWB	Paid by EFT # 52225		04/18/2023	04/18/2023	04/28/2023		04/28/2023	625.00
Account 53320 - Advertising Totals							Invoice Transactions 8			\$5,803.30
Account 53910 - Dues and Subscriptions										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-5913	18-Quarterly web hosting Twin Lakes Rec Center & Switchyard Park	Paid by EFT # 52146		04/18/2023	04/18/2023	04/28/2023		04/28/2023	330.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			\$330.00
Program 181100 - Marketing Totals							Invoice Transactions 15			\$7,319.49
Program 182001 - Aquatics - Bryan Pool										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50755166-041323	18-Natural Gas Bryan Park-03/06/23-04/06/23	Paid by Check # 76936		04/19/2023	04/19/2023	04/19/2023		04/19/2023	48.77
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$48.77
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 1			\$48.77
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	484.64
Account 43220 - Facility Rentals Totals							Invoice Transactions 1			\$484.64
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	.00
Account 43260 - Equipment Rentals Totals							Invoice Transactions 1			\$0.00
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	146942ES	06-City Fac.-Natural Gas Commodity-Feb 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	1,499.85
6769 - EDF, INC (EDF Energy Services)	147948ES	06-City Fac.-Natural Gas Commodity-March 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	1,239.13



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50573228-041323	18-Natural Gas FSC-3/06/23-04/06/23	Paid by Check # 76936		04/19/2023	04/19/2023	04/19/2023		04/19/2023	463.09
Account 53540 - Natural Gas Totals								Invoice Transactions	3	\$3,202.07
Program 182500 - Frank Southern Center Totals								Invoice Transactions	5	\$3,686.71
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	.00
Account 43220 - Facility Rentals Totals								Invoice Transactions	1	\$0.00
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	709.01
Account 43260 - Equipment Rentals Totals								Invoice Transactions	1	\$709.01
Account 43380 - Other Services										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	14.58
Account 43380 - Other Services Totals								Invoice Transactions	1	\$14.58
Account 47110 - Miscellaneous										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	5.86
Account 47110 - Miscellaneous Totals								Invoice Transactions	1	\$5.86
Account 52230 - Garage and Motor Supplies										
8658 - Kleindorfer's Hardware LLC	721631	18 - Cascades Bolts for Mowers	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	67.00
8658 - Kleindorfer's Hardware LLC	721675	18 - Cascades Chain saw parts	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	88.98
476 - Southern Indiana Parts, INC (Napa Auto Parts)	505561	18-wiper blades	Paid by EFT # 52227		04/18/2023	04/18/2023	04/28/2023		04/28/2023	8.52
Account 52230 - Garage and Motor Supplies Totals								Invoice Transactions	3	\$164.50
Account 52340 - Other Repairs and Maintenance										
3958 - Kenney Machinery LLC	X35578	18 - Cascades - Parts for Sidewinders and Sandpros	Paid by EFT # 52167		04/18/2023	04/18/2023	04/28/2023		04/28/2023	2,540.57
3958 - Kenney Machinery LLC	X35617	18 - Cascades - Parts for Sidewinders and Sandpros	Paid by EFT # 52167		04/18/2023	04/18/2023	04/28/2023		04/28/2023	1,426.95



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 183500 - Golf Services										
Account 52340 - Other Repairs and Maintenance										
3958 - Kenney Machinery LLC	X35814	18 - Cascades Credit Memo (Parts for Sidewinders and Sandpros)	Paid by EFT # 52167		04/18/2023	04/18/2023	04/28/2023		04/28/2023	(791.53)
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 3
										\$3,175.99
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	146942ES	06-City Fac.-Natural Gas Commodity-Feb 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	73.27
6769 - EDF, INC (EDF Energy Services)	147948ES	06-City Fac.-Natural Gas Commodity-March 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	54.65
Account 53540 - Natural Gas Totals										Invoice Transactions 2
										\$127.92
Account 53650 - Other Repairs										
138 - Gooldy & Sons, INC	H 6070	18 - Cascades Ice Machine Repair	Paid by EFT # 52138		04/18/2023	04/18/2023	04/28/2023		04/28/2023	145.00
Account 53650 - Other Repairs Totals										Invoice Transactions 1
										\$145.00
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190943794040223	18-cable service for Cascades Golf Course-04/6-05/5/23	Paid by Check # 76933		04/19/2023	04/19/2023	04/19/2023		04/19/2023	200.46
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$200.46
Program 183500 - Golf Services Totals										Invoice Transactions 14
										\$4,543.32
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	143912	18- Cleaning Supplies, Hooks, Carabiners, Bungees for Boathouse	Paid by Check # 76945		04/18/2023	04/18/2023	04/28/2023		04/28/2023	18.97
Account 52210 - Institutional Supplies Totals										Invoice Transactions 1
										\$18.97
Account 52220 - Agricultural Supplies										
52948 - Mays Greenhouse, LLC	33326	18-Terrarium Plants for ED program	Paid by EFT # 52181		04/18/2023	04/18/2023	04/28/2023		04/28/2023	61.83
Account 52220 - Agricultural Supplies Totals										Invoice Transactions 1
										\$61.83
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	143912	18- Cleaning Supplies, Hooks, Carabiners, Bungees for Boathouse	Paid by Check # 76945		04/18/2023	04/18/2023	04/28/2023		04/28/2023	42.92
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 1
										\$42.92



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingfoods)	0S0304000641	18-Natural Resources Program Supplies - clementine's	Paid by EFT # 52089		04/18/2023	04/18/2023	04/28/2023		04/28/2023	5.99
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$5.99
Program 184000 - Natural Resources Totals							Invoice Transactions 4			\$129.71
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	53530485041323	18-Natural Gas AJB-03/06/23-04/06/23	Paid by Check # 76936		04/19/2023	04/19/2023	04/19/2023		04/19/2023	115.13
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$115.13
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	CO12830	18-AJB Spring preventative maintenance - 4-10-23	Paid by EFT # 52142		04/18/2023	04/18/2023	04/28/2023		04/28/2023	371.00
Account 53610 - Building Repairs Totals							Invoice Transactions 1			\$371.00
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 2			\$486.13
Program 186500 - Community Events										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	721633/721634	18- conduit, electrical boxes, etc. for Mobile Stage Lights ins	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	109.08
8658 - Kleindorfer's Hardware LLC	751491	18- Outlets for mobile stage LED Lights	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	23.38
392 - Koorsen Fire & Security, INC	IN00367389	18- Annual Fire extinguisher inspection & mounting bracket stag	Paid by EFT # 52173		04/18/2023	04/18/2023	04/28/2023		04/28/2023	116.95
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 3			\$249.41
Program 186500 - Community Events Totals							Invoice Transactions 3			\$249.41
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	752143	18-combo lock	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	12.49
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$12.49
Program 186502 - Community Events-Gardens Totals							Invoice Transactions 1			\$12.49



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO1076009	18- TLSP/Olcott/Winslow 2023 Agriculture Supplies	Paid by EFT # 52067		04/18/2023	04/18/2023	04/28/2023		04/28/2023	740.85
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$740.85
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	751944	18- TLSP 2023 Zip Ties	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	59.97
8658 - Kleindorfer's Hardware LLC	751425	18- TLSP 2023- Chain, Cable ties, charger, gloves, glasses	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	293.59
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$353.56
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 3	\$1,094.41
Program 187202 - Youth Sports-Winslow										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	2.60
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$2.60
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO1076009	18- TLSP/Olcott/Winslow 2023 Agriculture Supplies	Paid by EFT # 52067		04/18/2023	04/18/2023	04/28/2023		04/28/2023	548.87
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$548.87
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	751815	18- Winslow 2023 Tap Cons (Masonry screws)	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	3.30
8658 - Kleindorfer's Hardware LLC	721689	18- Winslow 2023 Aerators for sinks, grinding wheel,cutoff blade	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	14.15
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 2	\$17.45
Account 53650 - Other Repairs										
138 - Gooldy & Sons, INC	H 6079	18- Winslow 2023 Ice Machine Startup on Jr. Side	Paid by EFT # 52138		04/18/2023	04/18/2023	04/28/2023		04/28/2023	145.00
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$145.00
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 5	\$713.92



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187208 - Youth Sports-Olcott										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO1076009	18-TLSP/Olcott/Winslow 2023 Agriculture Supplies	Paid by EFT # 52067		04/18/2023	04/18/2023	04/28/2023		04/28/2023	426.02
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	1	\$426.02
Program 187208 - Youth Sports-Olcott Totals								Invoice Transactions	1	\$426.02
Program 187500 - Banneker										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	161.71
Account 43220 - Facility Rentals Totals								Invoice Transactions	1	\$161.71
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114778	18- staff uniforms	Paid by EFT # 52258		04/18/2023	04/18/2023	04/28/2023		04/28/2023	76.43
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	1	\$76.43
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	146942ES	06-City Fac.-Natural Gas Commodity-Feb 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	375.63
6769 - EDF, INC (EDF Energy Services)	147948ES	06-City Fac.-Natural Gas Commodity-March 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	292.02
Account 53540 - Natural Gas Totals								Invoice Transactions	2	\$667.65
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00359807	18 -Banneker quarterly fire alarm monitoring 4/1-6/30/23	Paid by EFT # 52173		04/18/2023	04/18/2023	04/28/2023		04/28/2023	84.41
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$84.41
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5850	18- Banneker Cleaning Service - March 2023	Paid by EFT # 52121		04/18/2023	04/18/2023	04/28/2023		04/28/2023	310.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$310.00
Program 187500 - Banneker Totals								Invoice Transactions	6	\$1,300.20
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM231368	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 52129		04/18/2023	04/18/2023	04/28/2023		04/28/2023	363.28
313 - Fastenal Company	INBLM231465	18-stingswabs	Paid by EFT # 52129		04/18/2023	04/18/2023	04/28/2023		04/28/2023	20.00



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 52210 - Institutional Supplies										
8658 - Kleindorfer's Hardware LLC	722007	18-mop, shovel	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	54.97
Account 52210 - Institutional Supplies Totals Invoice Transactions 3										<u>\$438.25</u>
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20840	18-(6) lds pulverized topsoil-Sherwood Oaks Pk drainage proj	Paid by EFT # 52137		04/18/2023	04/18/2023	04/28/2023		04/28/2023	282.00
8658 - Kleindorfer's Hardware LLC	751482	18-50# quick to grow, 2 straw bales	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	204.99
8658 - Kleindorfer's Hardware LLC	721560	18-quick to grow	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	190.99
Account 52220 - Agricultural Supplies Totals Invoice Transactions 3										<u>\$677.98</u>
Account 52230 - Garage and Motor Supplies										
8658 - Kleindorfer's Hardware LLC	721185	18-5 gal safety gas can	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	66.99
8658 - Kleindorfer's Hardware LLC	721503	18-gas can	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	66.99
476 - Southern Indiana Parts, INC (Napa Auto Parts)	506047	18-brake electric motor cleaner	Paid by EFT # 52227		04/18/2023	04/18/2023	04/28/2023		04/28/2023	20.64
476 - Southern Indiana Parts, INC (Napa Auto Parts)	506958	18-wipes, car wash, interior detailer for shop to clean trucks	Paid by EFT # 52227		04/18/2023	04/18/2023	04/28/2023		04/28/2023	44.14
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 4										<u>\$198.76</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	537113	18-blade to cut door down at Bryan Pool	Paid by EFT # 52086		04/18/2023	04/18/2023	04/28/2023		04/28/2023	29.99
8658 - Kleindorfer's Hardware LLC	721076	18-5# box of screws	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	52.21
8658 - Kleindorfer's Hardware LLC	722151	18-screws for new door @ Bryan Pool	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	3.62
365 - Rogers Group, INC	0713012634	Concession Stand 18-sand for Highland Village Park	Paid by EFT # 52217		04/18/2023	04/18/2023	04/28/2023		04/28/2023	48.00
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 4										<u>\$133.82</u>
Account 52340 - Other Repairs and Maintenance										
50594 - Barry Company, INC	060559	18-red rubber gasket (2)	Paid by EFT # 52083		04/18/2023	04/18/2023	04/28/2023		04/28/2023	4.22
50594 - Barry Company, INC	059490	18-various faucet parts	Paid by EFT # 52083		04/18/2023	04/18/2023	04/28/2023		04/28/2023	115.75



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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										
50594 - Barry Company, INC	061008	18-urinal/toilet parts	Paid by EFT # 52083		04/18/2023	04/18/2023	04/28/2023		04/28/2023	122.24
8658 - Kleindorfer's Hardware LLC	721829	18-supply line	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	19.16
8658 - Kleindorfer's Hardware LLC	721846	18-5/8 tap, 5/8 gr8 bolts	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	14.07
8658 - Kleindorfer's Hardware LLC	721655	18-closet spud (2) for Olcott (toilet parts)	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	27.98
8658 - Kleindorfer's Hardware LLC	721123	18-pin punch, grinding wheel, screws (supplies for truck 808)	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	14.74
8658 - Kleindorfer's Hardware LLC	752013.	18-set screw, allen wrench, pipe cement, pipe primer	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	10.94
4911 - Most Dependable Fountains, INC	INV72315	18-Replacement parts for drinking fountains	Paid by EFT # 52188		04/18/2023	04/18/2023	04/28/2023		04/28/2023	1,068.00
786 - Richard's Small Engine, INC	498466	18-parts for the Scagg spare mower: caster wheel sleeve and spac	Paid by EFT # 52215		04/18/2023	04/18/2023	04/28/2023		04/28/2023	237.89
476 - Southern Indiana Parts, INC (Napa Auto Parts)	505580	18-spark plugs for mowing crew weedeater	Paid by EFT # 52227		04/18/2023	04/18/2023	04/28/2023		04/28/2023	6.09
476 - Southern Indiana Parts, INC (Napa Auto Parts)	506101	18-Implact wrench for shop mechanic	Paid by EFT # 52227		04/18/2023	04/18/2023	04/28/2023		04/28/2023	499.00
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 12	\$2,140.08
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RML-VGRD-RQPY	18-Amazon Xstream Power Equipment Surface Cleaner	Paid by EFT # 52069		04/18/2023	04/18/2023	04/28/2023		04/28/2023	407.25
818 - Everywhere Signs, LLC	60969	18-Interpretive sign (Hidden River Pthwy Pjt) for WH&B Park	Paid by EFT # 52128		04/18/2023	04/18/2023	04/28/2023		04/28/2023	475.00
313 - Fastenal Company	INBLM231368	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 52129		04/18/2023	04/18/2023	04/28/2023		04/28/2023	17.83
4574 - John Deere Financial f.s.b. (Rural King)	46113	18-bluetooth headset for Bryan Park	Paid by Check # 76945		04/18/2023	04/18/2023	04/28/2023		04/28/2023	39.99
8658 - Kleindorfer's Hardware LLC	721274	18-brass adj nozzle, shovel, short handle shovel	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	90.56



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 52420 - Other Supplies										
7843 - ZW USA INC (Dog Waste Depot)	539933	18-(30) cs dog waste bags (60,000 bags)	Paid by EFT # 52261		04/18/2023	04/18/2023	04/28/2023		04/28/2023	1,276.20
Account 52420 - Other Supplies Totals Invoice Transactions 6										<u>\$2,306.83</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	13823	18-Logo'd tees & hoodies for seasonal staff	Paid by EFT # 52064		04/18/2023	04/18/2023	04/28/2023		04/28/2023	226.00
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1										<u>\$226.00</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	146942ES	06-City Fac.-Natural Gas Commodity-Feb 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	1,114.93
6769 - EDF, INC (EDF Energy Services)	147948ES	06-City Fac.-Natural Gas Commodity-March 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	708.24
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	55189474041323	18-Natural Gas SYP Maint 03/06/23-04/06/23	Paid by Check # 76936		04/19/2023	04/19/2023	04/19/2023		04/19/2023	202.90
Account 53540 - Natural Gas Totals Invoice Transactions 3										<u>\$2,026.07</u>
Account 53650 - Other Repairs										
298 - Commercial Service Of Bloomington, INC	J35297	18-Install of new furnace/replace all duct work @ Ops Ctr	Paid by EFT # 52111		04/18/2023	04/18/2023	04/28/2023		04/28/2023	1,000.00
Account 53650 - Other Repairs Totals Invoice Transactions 1										<u>\$1,000.00</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3168893	18-Floor mat services @ Ops Ctr -4/5/23	Paid by EFT # 52205		04/18/2023	04/18/2023	04/28/2023		04/28/2023	28.26
53657 - Plymate, INC	3168894	18-Floor mat services @ RH/Ops Office-4/5/23	Paid by EFT # 52205		04/18/2023	04/18/2023	04/28/2023		04/28/2023	25.52
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 2										<u>\$53.78</u>
Account 53990 - Other Services and Charges										
298 - Commercial Service Of Bloomington, INC	J35297	18-Install of new furnace/replace all duct work @ Ops Ctr	Paid by EFT # 52111		04/18/2023	04/18/2023	04/28/2023		04/28/2023	3,050.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>\$3,050.00</u>
Program 189000 - Operations Totals									Invoice Transactions 40	<u>\$12,251.57</u>



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I337702	18 -SYP Institutional Supplies; soap, urinal screen, fresh scent	Paid by Check # 76942		04/18/2023	04/18/2023	04/28/2023		04/28/2023	524.70
51857 - Flex-Pac, INC	I337870	18 -SYP jumbo tissue rolls and toilet brush	Paid by Check # 76942		04/18/2023	04/18/2023	04/28/2023		04/28/2023	299.55
Account 52210 - Institutional Supplies Totals Invoice Transactions 2										<u>\$824.25</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	722010	18- SYP Screws & Graffiti Spray	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	28.98
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>\$28.98</u>
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	114779	18- SYP Logo staff garments	Paid by EFT # 52258		04/18/2023	04/18/2023	04/28/2023		04/28/2023	204.95
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1										<u>\$204.95</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	56043968041323	18-Natural Gas SYP Pav 03/06/23-04/06/23	Paid by Check # 76936		04/19/2023	04/19/2023	04/19/2023		04/19/2023	313.70
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>\$313.70</u>
Program 189006 - Switchyard Property Totals Invoice Transactions 5										<u>\$1,371.88</u>
Program 189500 - Landscaping										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003107566	18 - UGS green waste disposal (OPS & SYMB) - March 2023	Paid by EFT # 52060		04/19/2023	04/19/2023	04/19/2023		04/19/2023	560.00
Account 53950 - Landfill Totals Invoice Transactions 1										<u>\$560.00</u>
Account 53990 - Other Services and Charges										
50335 - Aquatic Control, INC	222651	18 - UGS aquatic vegetation mgmt at Miller-Showers Park; 1 of 6	Paid by EFT # 52075		04/18/2023	04/18/2023	04/28/2023		04/28/2023	721.17
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>\$721.17</u>
Program 189500 - Landscaping Totals Invoice Transactions 2										<u>\$1,281.17</u>
Program 189501 - Cemeteries										
Account 52230 - Garage and Motor Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	76019	18 - CEM hydraulic fluid and oil for Toro mower spring maint.	Paid by Check # 76945		04/18/2023	04/18/2023	04/28/2023		04/28/2023	92.96



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 189501 - Cemeteries										
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	505600	18 - CEM battery jump pack for RH maintenance shop	Paid by EFT # 52227		04/18/2023	04/18/2023	04/28/2023		04/28/2023	199.00
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 2	\$291.96
Account 52340 - Other Repairs and Maintenance										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	507151	18 - CEM hydraulic filters for Toro mower	Paid by EFT # 52227		04/18/2023	04/18/2023	04/28/2023		04/28/2023	10.60
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$10.60
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	146942ES	06-City Fac.-Natural Gas Commodity-Feb 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	23.66
6769 - EDF, INC (EDF Energy Services)	147948ES	06-City Fac.-Natural Gas Commodity-March 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	21.47
Account 53540 - Natural Gas Totals									Invoice Transactions 2	\$45.13
Program 189501 - Cemeteries Totals									Invoice Transactions 5	\$347.69
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	536748	18-brushless grinder, 18 volt battery, wood handle shovels	Paid by EFT # 52086		04/18/2023	04/18/2023	04/28/2023		04/28/2023	414.79
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$414.79
Account 53160 - Instruction										
8394 - Robert J Grubb	IAA2023-Jan 2023	18-Reimb (Mileage) 2023 IN Arborist Conf-Indy-1/24-1/26/23	Paid by EFT # 52141		04/18/2023	04/18/2023	04/28/2023		04/28/2023	231.09
Account 53160 - Instruction Totals									Invoice Transactions 1	\$231.09
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	12018	18-Tree Removal - 312 E 12th Street	Paid by EFT # 52092		04/18/2023	04/18/2023	04/28/2023		04/28/2023	1,560.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$1,560.00
Program 189503 - Urban Forestry Totals									Invoice Transactions 3	\$2,205.88
Department 18 - Parks & Recreation Totals									Invoice Transactions 117	\$38,947.41
Fund 200 - Parks and Recreation Gen (S1301) Totals									Invoice Transactions 117	\$38,947.41



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 181100 - Marketing										
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	111314	18-OuterSpatial banners for parks & facilities #4	Paid by EFT # 52212		04/18/2023	04/18/2023	04/28/2023		04/28/2023	198.00
Account 53310 - Printing Totals							Invoice Transactions 1			<u>\$198.00</u>
Program 181100 - Marketing Totals							Invoice Transactions 1			<u>\$198.00</u>
Program 182003 - Aquatics-Health & Safety										
Account 52420 - Other Supplies										
4504 - American National Red Cross	22560259	18- CPR Certifications (14)	Paid by EFT # 52071		04/18/2023	04/18/2023	04/28/2023		04/28/2023	504.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$504.00</u>
Program 182003 - Aquatics-Health & Safety Totals							Invoice Transactions 1			<u>\$504.00</u>
Program 182501 - Frank Southern Center Concession										
Account 43290 - Concessions										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	1.53
Account 43290 - Concessions Totals							Invoice Transactions 1			<u>\$1.53</u>
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	7.16
204 - State Of Indiana	F&B Tax 0323	18-March 2023 F&B Tax	Paid by EFT # 52062		04/17/2023	04/17/2023	04/17/2023		04/17/2023	1.02
Account 43295 - Concessions FB Tax Totals							Invoice Transactions 2			<u>\$8.18</u>
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	.98
Account 43340 - Pro Shop Sales Totals							Invoice Transactions 1			<u>\$0.98</u>
Account 52420 - Other Supplies										
138 - Gooldy & Sons, INC	H 6027	18- FSC Ice Machine Repair-3/16/23	Paid by EFT # 52138		04/18/2023	04/18/2023	04/28/2023		04/28/2023	60.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$60.00</u>
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions 5			<u>\$70.69</u>
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	57.75
Account 43220 - Facility Rentals Totals							Invoice Transactions 1			<u>\$57.75</u>
Account 43290 - Concessions										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	145.70
Account 43290 - Concessions Totals							Invoice Transactions 1			<u>\$145.70</u>



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 183500 - Golf Services										
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	46.19
204 - State Of Indiana	F&B Tax 0323	18-March 2023 F&B Tax	Paid by EFT # 52062		04/17/2023	04/17/2023	04/17/2023		04/17/2023	6.60
Account 43295 - Concessions FB Tax Totals										<u>\$52.79</u>
Account 52330 - Street , Alley, and Sewer Material										
38 - B & B Food Distributors, INC	390965	18-Snack bar items - Cascades Golf Course	Paid by EFT # 52080		04/18/2023	04/18/2023	04/28/2023		04/28/2023	704.39
205 - City Of Bloomington	344621	18-Best Beers - Cascades Golf Course 3 -31-23	Paid by Check # 76939		04/18/2023	04/18/2023	04/28/2023		04/28/2023	1,651.70
8155 - PepsiCo Beverage Sales, LLC	51038905	18 - Cascades Bottled Drinks and BIBs	Paid by EFT # 52201		04/18/2023	04/18/2023	04/28/2023		04/28/2023	532.03
5819 - Synchrony Bank	3126	18-Snack bar items - Cascades Golf Course- hotdog/hamburger buns	Paid by Check # 76953		04/18/2023	04/18/2023	04/28/2023		04/28/2023	11.92
5819 - Synchrony Bank	0726	18-Snack bar items - Cascades Golf Course	Paid by Check # 76953		04/18/2023	04/18/2023	04/28/2023		04/28/2023	14.30
5819 - Synchrony Bank	6428	18-Snack bar items - Cascades Golf Course	Paid by Check # 76953		04/18/2023	04/18/2023	04/28/2023		04/28/2023	297.18
5819 - Synchrony Bank	1488	18-Snack bar items - Cascades Golf Course- 4/16/23	Paid by Check # 76953		04/18/2023	04/18/2023	04/28/2023		04/28/2023	26.64
5819 - Synchrony Bank	1012	18-Snack bar items - Cascades Golf Course- 4/12/23	Paid by Check # 76953		04/18/2023	04/18/2023	04/28/2023		04/28/2023	154.14
5819 - Synchrony Bank	1088	18-Snack bar items - Cascades Golf Course- 4/13/23	Paid by Check # 76953		04/18/2023	04/18/2023	04/28/2023		04/28/2023	266.64
Account 52330 - Street , Alley, and Sewer Material Totals										<u>\$3,658.94</u>
Program 183500 - Golf Services Totals										<u>\$3,915.18</u>
Program 183501 - Golf Course - Pro Shop										
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	331.52
Account 43340 - Pro Shop Sales Totals										<u>\$331.52</u>
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	915363773	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76937		04/18/2023	04/18/2023	04/28/2023		04/28/2023	71.69



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	915363929	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76937		04/18/2023	04/18/2023	04/28/2023		04/28/2023	311.47
4072 - Acushnet Company	915378583	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76937		04/18/2023	04/18/2023	04/28/2023		04/28/2023	64.53
4072 - Acushnet Company	915415825	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76937		04/18/2023	04/18/2023	04/28/2023		04/28/2023	306.52
4072 - Acushnet Company	915430725	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76937		04/18/2023	04/18/2023	04/28/2023		04/28/2023	1,776.89
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1616048	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 76941		04/18/2023	04/18/2023	04/28/2023		04/28/2023	209.25
3978 - J & M Golf, INC	0670731-IN	18 - Cascades Golf Tees	Paid by EFT # 52160		04/18/2023	04/18/2023	04/28/2023		04/28/2023	1,120.32
3978 - J & M Golf, INC	0671024-IN	18 - Cascades Shag Bags	Paid by EFT # 52160		04/18/2023	04/18/2023	04/28/2023		04/28/2023	96.06
53619 - Ping, INC	16822187	18-Pro Shop Supplies - Cascades Golf Course-putter	Paid by EFT # 52204		04/18/2023	04/18/2023	04/28/2023		04/28/2023	116.90
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 9			\$4,073.63
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 10			\$4,405.15
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	146942ES	06-City Fac.-Natural Gas Commodity-Feb 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	188.34
6769 - EDF, INC (EDF Energy Services)	147948ES	06-City Fac.-Natural Gas Commodity-March 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	111.33
Account 53540 - Natural Gas Totals							Invoice Transactions 2			\$299.67
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 2			\$299.67
Program 184501 - Youth Services-Kid City Camps										
Account 43270 - Registration Fees										
Jonathan Roberts	2023-00000559	18-Refunds	Paid by Check # 76960		04/18/2023	04/18/2023	04/28/2023		04/28/2023	140.00
Account 43270 - Registration Fees Totals							Invoice Transactions 1			\$140.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RC4-RCTX-GJ4Y	18- Amazon Jar Opener Pads/Lysol Disinfectant Spray	Paid by EFT # 52069		04/18/2023	04/18/2023	04/28/2023		04/28/2023	55.88
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$55.88
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions 2			\$195.88



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 184502 - Youth Expo- Childrens Expo										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LHD-9WLJ- FFN7	18- Amazon Tiny Expressions Giant Spring Themed Poster	Paid by EFT # 52069		04/18/2023	04/18/2023	04/28/2023		04/28/2023	25.95
54546 - Charles Y Coghlan, DMD (Office Easel)	105573A	18-Childrens Expo tote bags 2023 #200	Paid by EFT # 52105		04/18/2023	04/18/2023	04/28/2023		04/28/2023	640.00
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$665.95
Account 53310 - Printing										
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-56787	18-2023 Childrens Expo Today yard signs	Paid by EFT # 52216		04/18/2023	04/18/2023	04/28/2023		04/28/2023	125.60
Account 53310 - Printing Totals									Invoice Transactions 1	\$125.60
Account 53990 - Other Services and Charges										
54546 - Charles Y Coghlan, DMD (Office Easel)	105573A	18-Childrens Expo tote bags 2023 #200	Paid by EFT # 52105		04/18/2023	04/18/2023	04/28/2023		04/28/2023	54.04
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$54.04
Program 184502 - Youth Expo- Childrens Expo Totals									Invoice Transactions 4	\$845.59
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	1,872.27
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$1,872.27
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	6758	18-paper towels	Paid by EFT # 52143		04/18/2023	04/18/2023	04/28/2023		04/28/2023	40.73
7663 - HB Warehouse LLC (Resource Services)	6722 CM	18-TLRC Industrial Cleaning Supplies- CREDIT-Inv #6611	Paid by EFT # 52143		04/18/2023	04/18/2023	04/28/2023		04/28/2023	(28.45)
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	\$12.28
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	751494	18-door closer	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	64.99
8658 - Kleindorfer's Hardware LLC	721857	18-pvc cement, 1 1/2 female pvc	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	8.28
8658 - Kleindorfer's Hardware LLC	722283	18-TLRC - glue boards	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	4.90
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 3	\$78.17
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	13759	18- TLRC Staff Shirt Fill In Sizes	Paid by EFT # 52064		04/18/2023	04/18/2023	04/28/2023		04/28/2023	144.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$144.00



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 185000 - Twin Lakes Recreation Center										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	146942ES	06-City Fac.-Natural Gas Commodity-Feb 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	740.82
6769 - EDF, INC (EDF Energy Services)	147948ES	06-City Fac.-Natural Gas Commodity-March 2023 management fee	Paid by EFT # 52059		04/19/2023	04/19/2023	04/19/2023		04/19/2023	718.51
Account 53540 - Natural Gas Totals									Invoice Transactions 2	\$1,459.33
Account 53610 - Building Repairs										
298 - Commercial Service Of Bloomington, INC	C66350	18-TLRC-Quarterly contract April - June 2023	Paid by EFT # 52111		04/18/2023	04/18/2023	04/28/2023		04/28/2023	2,317.19
53657 - Plymate, INC	3170485	18 - TLRC Entry Mats 4 -12-23	Paid by EFT # 52205		04/18/2023	04/18/2023	04/28/2023		04/28/2023	81.62
7925 - The Motz Group, LLC	5943	18 - TLRC Emergency Turf Repairs	Paid by EFT # 52243		04/18/2023	04/18/2023	04/28/2023		04/28/2023	2,750.00
Account 53610 - Building Repairs Totals									Invoice Transactions 3	\$5,148.81
Program 185000 - Twin Lakes Recreation Center Totals									Invoice Transactions 12	\$8,714.86
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	041323	18-TLRC Fitness Specialist	Paid by EFT # 52081		04/18/2023	04/18/2023	04/28/2023		04/28/2023	250.00
8370 - Alice M Day	040423	18-TLRC Fitness Specialist	Paid by EFT # 52117		04/18/2023	04/18/2023	04/28/2023		04/28/2023	31.25
8234 - Paetyn Denson	041323	18-TLRC Fitness Specialist	Paid by EFT # 52118		04/18/2023	04/18/2023	04/28/2023		04/28/2023	300.00
8234 - Paetyn Denson	041323A	18-TLRC Fitness Specialist	Paid by EFT # 52118		04/18/2023	04/18/2023	04/28/2023		04/28/2023	345.00
5274 - Catherine T Gossett	040523	18-TLRC Fitness Specialist	Paid by EFT # 52139		04/18/2023	04/18/2023	04/28/2023		04/28/2023	125.00
8399 - Gustavus Alexus McLeod	041123	18-TLRC Fitness Specialist	Paid by EFT # 52183		04/18/2023	04/18/2023	04/28/2023		04/28/2023	125.00
7086 - Rivkah L Moore	041423	18-TLRC Fitness Specialist	Paid by EFT # 52187		04/18/2023	04/18/2023	04/28/2023		04/28/2023	250.00
1973 - Megan M Stark	041423	18-TLRC Fitness Specialist	Paid by EFT # 52232		04/18/2023	04/18/2023	04/28/2023		04/28/2023	585.00
8184 - Emily E Tally	041323	18-TLRC Fitness Specialist	Paid by EFT # 52239		04/18/2023	04/18/2023	04/28/2023		04/28/2023	125.00
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 9	\$2,136.25
Program 185002 - TLRC-Health & Wellness Totals									Invoice Transactions 9	\$2,136.25



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 53940 - Temporary Contractual Employee										
7276 - Kaitlyn Clementi	041223	18-TLRC Fitness Specialist	Paid by EFT # 52110		04/18/2023	04/18/2023	04/28/2023		04/28/2023	450.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	1	\$450.00
Program 185003 - TLRC-Basketball Totals								Invoice Transactions	1	\$450.00
Program 185006 - TLRC-Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	936.12
Account 43290 - Concessions Totals								Invoice Transactions	1	\$936.12
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	549.49
204 - State Of Indiana	F&B Tax 0323	18-March 2023 F&B Tax	Paid by EFT # 52062		04/17/2023	04/17/2023	04/17/2023		04/17/2023	78.50
Account 43295 - Concessions FB Tax Totals								Invoice Transactions	2	\$627.99
Account 43300 - Vending										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	3.35
Account 43300 - Vending Totals								Invoice Transactions	1	\$3.35
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	175999	18 - TLRC Concessions Items for Sale 4-10-23	Paid by EFT # 52136		04/18/2023	04/18/2023	04/28/2023		04/28/2023	385.50
8155 - PepsiCo Beverage Sales, LLC	53849054	18 - TLRC Concessions Items for Sale 4-5-23	Paid by EFT # 52201		04/18/2023	04/18/2023	04/28/2023		04/28/2023	628.41
5819 - Synchrony Bank	4395	18 - TLRC Concessions Items for Sale 4-11-23	Paid by Check # 76953		04/18/2023	04/18/2023	04/28/2023		04/28/2023	166.56
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	3	\$1,180.47
Program 185006 - TLRC-Concessions Totals								Invoice Transactions	7	\$2,747.93
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1T13-4KRW-FRYQ	18- Amazon Mini Clothes Pins/Construction Paper/Mini Bows	Paid by EFT # 52069		04/18/2023	04/18/2023	04/28/2023		04/28/2023	95.24
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$95.24
Program 186500 - Community Events Totals								Invoice Transactions	1	\$95.24



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
5200 - Chester L Lehman (Olde Lane Orchard)	3641-4	18-Plants for Garden Class	Paid by EFT # 52175		04/18/2023	04/18/2023	04/28/2023		04/28/2023	40.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$40.00
Program 186502 - Community Events-Gardens Totals							Invoice Transactions	1		\$40.00
Program 186503 - Community Events-Farmers' Market										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1X7K-6N46-9YXV	18- Amazon Ball Bungee Cords	Paid by EFT # 52069		04/18/2023	04/18/2023	04/28/2023		04/28/2023	29.98
9269 - Ferguson Facilities Supply, HP Products #3400	0564338	18- FM Restroom Supplies; toilet tissue, paper towels	Paid by EFT # 52131		04/18/2023	04/18/2023	04/28/2023		04/28/2023	241.96
Account 52420 - Other Supplies Totals							Invoice Transactions	2		\$271.94
Account 53990 - Other Services and Charges										
6547 - Robert Aptheker (Robby Lake)	April 8, 2023	18- FM Entertainment	Paid by EFT # 52074		04/18/2023	04/18/2023	04/28/2023		04/28/2023	100.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$100.00
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions	3		\$371.94
Program 186504 - Senior Expo										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40516	18-50+ Expo promo brochures #2000	Paid by EFT # 52065		04/18/2023	04/18/2023	04/28/2023		04/28/2023	407.00
Account 53310 - Printing Totals							Invoice Transactions	1		\$407.00
Program 186504 - Senior Expo Totals							Invoice Transactions	1		\$407.00
Program 187001 - Adult Sports-Softball										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	1.30
Account 43220 - Facility Rentals Totals							Invoice Transactions	1		\$1.30
Account 53990 - Other Services and Charges										
5819 - Synchrony Bank	6408 040723	18- TLSP 2023- Umpire Snacks for BSO Tournament	Paid by Check # 76953		04/18/2023	04/18/2023	04/28/2023		04/28/2023	90.32
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$90.32
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions	2		\$91.62



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

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 187002 - Adult Sports-Tennis										
Account 52420 - Other Supplies										
6996 - 10-S Tennis Supply (Fast Dry Corporation)	158854	18-Tennis - Pickleball Replacement Nets/Straps RCA	Paid by EFT # 52063		04/18/2023	04/18/2023	04/28/2023		04/28/2023	427.14
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$427.14</u>
Program 187002 - Adult Sports-Tennis Totals							Invoice Transactions 1			<u>\$427.14</u>
Program 187006 - Adult Sports-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	176000	18 - TLSP Concessions Items for Sale 4-10-23	Paid by EFT # 52136		04/18/2023	04/18/2023	04/28/2023		04/28/2023	1,856.85
8155 - PepsiCo Beverage Sales, LLC	53849055	18 - TLSP Concessions Items for Sale 4-5-23	Paid by EFT # 52201		04/18/2023	04/18/2023	04/28/2023		04/28/2023	1,657.36
5819 - Synchrony Bank	1185 041423	18 - TLSP Concessions Items for Sale 4-14-23	Paid by Check # 76953		04/18/2023	04/18/2023	04/28/2023		04/28/2023	607.62
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 3			<u>\$4,121.83</u>
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	721273	18 - TLSP Conc. Facility Supplies - glue boards, fly ribbon	Paid by EFT # 52170		04/18/2023	04/18/2023	04/28/2023		04/28/2023	7.89
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1			<u>\$7.89</u>
Account 52420 - Other Supplies										
5819 - Synchrony Bank	4396	18 - TLSP Concessions Equipment	Paid by Check # 76953		04/18/2023	04/18/2023	04/28/2023		04/28/2023	248.94
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$248.94</u>
Program 187006 - Adult Sports-Concessions Totals							Invoice Transactions 5			<u>\$4,378.66</u>
Program 189001 - Cell Tower										
Account 53650 - Other Repairs										
298 - Commercial Service Of Bloomington, INC	J35297	18-Install of new furnace/replace all duct work @ Ops Ctr	Paid by EFT # 52111		04/18/2023	04/18/2023	04/28/2023		04/28/2023	10,000.00
7479 - Sunset Hill Fence Co LLC	009807	18-Repairs to B-Line 8' chainlink fence damaged from storm	Paid by EFT # 52236		04/18/2023	04/18/2023	04/28/2023		04/28/2023	2,200.00
Account 53650 - Other Repairs Totals							Invoice Transactions 2			<u>\$12,200.00</u>
Program 189001 - Cell Tower Totals							Invoice Transactions 2			<u>\$12,200.00</u>
Program 189003 - Operations-Open Shelters										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	356.80
Account 43220 - Facility Rentals Totals							Invoice Transactions 1			<u>\$356.80</u>
Program 189003 - Operations-Open Shelters Totals							Invoice Transactions 1			<u>\$356.80</u>



Board of Park Commissioners Claim Register

Invoice Date Range 04/15/23 - 04/28/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Sales Tax 0323	18-March 2023 Sales Tax	Paid by EFT # 52061		04/17/2023	04/17/2023	04/17/2023		04/17/2023	176.33
Account 43220 - Facility Rentals Totals							Invoice Transactions	1		\$176.33
Program 189006 - Switchyard Property Totals							Invoice Transactions	1		\$176.33
Department 18 - Parks & Recreation Totals							Invoice Transactions	85		\$43,027.93
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions	85		\$43,027.93
Grand Totals							Invoice Transactions	202		\$81,975.34

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
04/28/23	Claims				\$81,975.34
					<u>\$81,975.34</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 \$81,975.34 4/28/2023

Dated this ____ day of _____ year of 20 ____.

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

Fiscal Office _____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00004131	BA	GL	03/24/2023	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
03/24/2023	201-18-184000-53990	Other Services and Charges			Budget Amendment			4,999.00	.00
Number of Entries: 1								\$4,999.00	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Redclassification	Journal Type
Parks - Parks & Recreation	2023-00004604	BA	GL	04/04/2023	Budget Amendment - Ops NR'ing 9000				
G/L Date	G/L Account Number	Account Description	Description		Source	Increase Amount	Decrease Amount		
04/04/2023	201-18-189001-53650	Other Repairs	Budget Amendment - Ops NR'ing 9000			2,200.00	.00		
Number of Entries: 1						\$2,200.00	\$.00		



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00004687	BA	GL	04/05/2023	Budget Amendment - RFP(Goat Farm) Fndtn Reimbursements				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>			
04/05/2023	201-18-189000-53990	Other Services and Charges	Fndtn Inv. 13123 - Fndtn Receipt 2023-50204		465.00	.00			
04/05/2023	201-18-189000-53990	Other Services and Charges	Fndtn Inv. 30123 - Fndtn Receipt 2023-50204		135.00	.00			
04/05/2023	201-18-189000-53990	Other Services and Charges	Fdtn Inv. 31023-Fndtn Receipt 2023-50204		58,890.00	.00			
04/05/2023	201-18-189000-53990	Other Services and Charges	Fdtn Inv. 20223-Fndtn Receipt 2023-50204		105,400.00	.00			
Number of Entries: 4					<u>\$164,890.00</u>	<u>\$.00</u>			

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2022	2022	2022	2022	2023	2023	2023	
March	Total	Expenses	Expenses	% of Expense	Total	Expenses	% of Expenses	
2023	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>March</u>	<u>to date</u>	<u>Budget</u>	<u>March</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	813,903	795,767	392,585	49.33%	844,049	432,978	51.30%	10.29%
Health & Wellness	94,977	74,166	7,846	10.58%	93,493	11,643	12.45%	48.40%
Community Relations	510,923	370,480	53,725	14.50%	540,874	93,846	9.93%	74.68%
Aquatics	424,371	362,430	47,027	12.98%	451,892	11,451	2.53%	-75.65%
Frank Southern Center	387,393	366,648	135,742	37.02%	425,242	109,068	25.65%	-19.65%
Golf Services	833,792	821,950	172,002	20.93%	915,889	162,445	17.74%	-5.56%
Natural Resources	420,230	361,353	46,751	12.94%	534,405	69,706	13.04%	49.10%
Youth Programs	77,162	74,369	16,294	21.91%	82,763	18,820	22.74%	15.50%
TLRC	305,962	282,555	67,447	23.87%	315,143	72,553	23.02%	7.57%
Community Events	576,608	508,788	100,733	19.80%	567,876	114,244	20.12%	13.41%
Adult Sports	325,324	298,747	36,271	12.14%	294,196	43,072	14.64%	18.75%
Youth Sports	310,858	292,128	37,049	12.68%	311,917	40,331	12.93%	8.86%
BBCC	434,110	284,365	63,708	22.40%	453,306	72,852	16.07%	14.35%
Inclusive Recreation	92,832	71,356	16,746	23.47%	137,174	15,271	11.13%	-8.81%
Operations	1,757,328	1,645,774	331,255	20.13%	2,347,357	359,920	15.33%	8.65%
Switchyard Property	676,749	400,552	79,465	19.84%	859,828	107,988	12.56%	35.89%
Landscaping	886,913	670,109	117,287	17.50%	1,061,503	133,313	12.56%	13.66%
Cemeteries	398,487	347,063	38,350	11.05%	256,422	32,133	12.53%	-16.21%
Urban Forestry	530,277	349,617	86,446	24.73%	660,133	136,129	20.62%	57.47%
Recover Forward	0			0.00%			0.00%	0.00%
General Fund total:	9,858,200	8,378,217	1,846,730	22.04%	11,153,462	2,037,762	18.27%	10.34%
Non-Reverting Fund								
Administration	12,800	2,277	439	19.26%	17,168	5,587	32.54%	1173.95%
Health & Wellness	4,005	4,264	9	0.21%	6,487	414	6.38%	4474.14%
Community Relations	5,350	712	0	0.00%	5,350	0	0.00%	0.00%
Aquatics	57,518	60,043	1,701	2.83%	76,595	840	1.10%	-50.64%
Frank Southern Center	88,282	68,157	24,152	35.44%	89,833	31,406	34.96%	30.04%
Golf Services	136,759	148,600	8,131	5.47%	154,313	41,897	27.15%	415.29%
Natural Resources	81,710	53,857	29,556	54.88%	46,850	4,307	9.19%	-85.43%
Youth Programs	69,137	146,654	5,523	3.77%	166,839	4,784	2.87%	-13.38%
*TLRC - day to day	555,813	578,342	130,515	22.57%	650,779	167,828	25.79%	28.59%
Community Events	226,836	141,048	14,969	10.61%	144,879	14,676	10.13%	-1.96%
Adult Sports	78,515	102,072	2,571	2.52%	110,335	8,588	7.78%	234.10%
Youth Sports	9,791	9,022	2,052	22.74%	9,752	2,200	22.56%	7.25%
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	14,945	4.82%	572,425	680,407	118.86%	4452.87%
Dog Park	0	0	0	0.00%	36,635	0	0.00%	0.00%
Switchyard	27,558	23,752	1,205	5.07%	0	4,930	0.00%	309.16%
Landscaping (CCC Prop.)	0	0		0.00%	0	0	0.00%	0.00%
Cemeteries	0	0		0.00%	0	0	0.00%	0.00%
Urban Forestry	12,650	3,315		0.00%	12,850	2,860	22.26%	0.00%
N-R Fund subtotal:	1,511,042	1,667,739	235,766	14.14%	2,105,650	970,724	46.10%	311.73%
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	474,772	22.17%	2,579,662	1,202,130	46.60%	153.20%
Other Misc Funds								

16-17 MCCS 21st com I								
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			9,727					
2022-2023 MCCSC 21st Century						9,640		
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						377		
NRPA Nutrition Hub								
Kaboom Play								
Youth & Adolescent Phy Act								
Goat Farm								
Giffy LARE								
Deer Cull								
Storm Response Plan USDA					473	473		
Banneker ROI								
Other Misc Funds total:	0	0	9,727	0.00%	473	10,491		
TOTAL ALL FUNDS	11,843,455	9,537,723	2,331,229	24.44%	13,733,597	3,250,383	23.67%	39.43%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues March 2023								
	2022	2022	2022	2022	2023	2023	2023	
	Projected	Revenue	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	as of	as of	Collected	Revenue	as of	Collected	%
	<u>for year</u>	<u>December</u>	<u>March</u>	<u>to date</u>	<u>for year</u>	<u>March</u>	<u>to date</u>	<u>change</u>
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	110,375	59.40%	225,000	101,497	45.11%	-8.04%
Golf Services	699,000	880,800	62,973	7.15%	701,000	69,441	9.91%	10.27%
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	855	3.05%	14,000	1,830	13.07%	114.04%
Adult Sports	16,000	28,065	5,760	20.52%	32,000	5,640	17.63%	-2.08%
Youth Sports	25,500	30,162	2,054	6.81%	39,000	40	0.10%	-98.05%
BBCC	15,000	9,929	789	7.95%	18,000	7,101	39.45%	800.12%
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	9,675	25.63%	42,000	11,700	27.86%	20.93%
Urban Forestry	0	2,640	0	0.00%	0		0.00%	0.00%
Recover Forward	0	0	0	0.00%	0		0.00%	0.00%
Subtotal Program Rev	1,198,500	1,374,415	192,481	14.00%	1,259,400	197,249	15.66%	2.48%
General Fund Total	7,740,719	9,050,003	192,481	2.13%	9,397,519	197,249	2.10%	2.48%
Non-Reverting Fund								
Administration	35,600	151,029	13,706	9.08%	35,000	12,942	36.98%	-5.58%
Health & Wellness	6,450	5,678	457	8.05%	8,150	850	10.43%	86.00%
Community Relations	3,000	6,250	1,800	28.80%	3,000	1,000	33.33%	-44.44%
Aquatics	80,000	75,562	203	0.27%	82,500	2,965	3.59%	0.00%
Frank Southern	91,300	85,658	16,240	18.96%	55,000	16,906	30.74%	4.10%
Golf Services	163,000	238,405	15,376	6.45%	180,500	14,077	7.80%	-8.45%
Natural Resources	71,400	60,530	315	0.52%	71,400	745	1.04%	136.12%
Youth Programs	163,500	169,252	61,291	36.21%	170,000	101,305	59.59%	65.28%
*TLRC -Operational	599,625	856,191	238,443	27.85%	725,749	269,140	37.08%	12.87%
Community Events	139,740	155,718	51,075	32.80%	144,800	72,541	50.10%	42.03%
Adult Sports	54,500	103,383	10,584	10.24%	88,500	4,565	5.16%	-56.87%
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	4,225	88.02%	854.09%
Operations	68,900	350,680	32,145	9.17%	69,940	696,298	995.57%	2066.12%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	41,500	69,760	12,885	18.47%	42,500	17,033	40.08%	32.19%
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	4,400	26.35%	14,600	6,100	41.78%	0.00%
N-R Fund subtotal:	1,549,115	2,369,940	459,364	19.38%	1,704,839	1,220,690	71.60%	165.73%
Other Misc Funds								

G22-23 MCCSC 21st Com		19,117						
G19-20 MCCSC 21st Com								
G20-21 MCCSC 21st								
G21 MCCSC 21st		17,496	5,919			2,598		
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				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	34,309		0	2,918		
TOTAL ALL FUNDS	9,289,834	11,513,348	686,153	5.96%	11,102,358	1,420,857	12.80%	107.08%

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	3/31/2023	revenue	3/31/2023	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	427,446.31	12,941.60		5,586.66		7,354.94	434,801.25
Health & Wellness	16,253.08	850.00		413.96		436.04	16,689.12
Community Relations	42,319.83	1,000.00		0.00		1,000.00	43,319.83
Aquatics	373,664.34	2,965.00		839.72		2,125.28	375,789.62
Frank Southern Center	175,382.59	16,905.52		31,406.20		(14,500.68)	160,881.91
Golf Course	338,233.73	14,076.91		41,896.84		(27,819.93)	310,413.80
Natural Resources	361,240.86	744.50		4,307.40		(3,562.90)	357,677.96
Allison Jukebox	331,329.03	101,304.59		4,783.89		96,520.70	427,849.73
TLRC	(2,962,073.01)	245,782.53		399,234.66		(153,452.13)	(3,115,525.14)
TLRC Reserve	816,213.69	23,357.25		0.00		23,357.25	839,570.94
Community Events	525,209.53	72,541.08		14,675.89		57,865.19	583,074.72
Adult Sports	15,493.13	4,565.00		8,588.15		(4,023.15)	11,469.98
Youth Sports	(564.07)	0.00		2,200.33		(2,200.33)	(2,764.40)
Skate Park	22,417.65	0		0.00		0.00	22,417.65
Benjamin Banneker Cor	51,686.09	4224.72		0.00		4,224.72	55,910.81
Operations	283,227.99	696,298.31		680,406.66		15,891.65	299,119.64
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	296,319.33	17,032.89		4,929.77		12,103.12	308,422.45
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	6,100.00		2,860.00		3,240.00	52,657.09
Change Fund	0.00					0.00	0.00
Deposits	0.00					0.00	0.00
TOTALS	1,184,162.34	1,220,689.90	0.00	1,202,130.13	0.00	18,559.77	1,202,722.11
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds							18,559.77
** 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
03/01/2023	2226759	6	AR	150213_C	Tae Kwon Do - Beginner (150213-C)	Refund Now	grabowsm	19.50	0.00	19.50
03/03/2023	2228054	6	AR	140003_A	Recycle That! (140003-A)	Refund Now	grabowsm	5.00	0.00	5.00
03/07/2023	2230789	6	AR	165202_A	Willie Streeter - Large Plot (165202-A)	Refund Now	grabowsm	80.00	0.00	80.00
03/08/2023	2231485	6	FR	SHELT_BRYPK_	Bryan North Shelter on 04/02/2023 at	Refund Now	grabowsm	62.00	0.00	62.00
03/20/2023	2238730	6	AR	150213_C	Tae Kwon Do - Beginner (150213-C)	Refund Now	grabowsm	65.00	0.00	65.00
03/20/2023	2238733	6	PM	TL-SR-12	TL SR 12M PIF (27570)	Refund Now	grabowsm	150.00	0.00	150.00
03/23/2023	2240735	6	PM	TL-AD12M	TL ADLT12M PIF (34066)	Refund Now	grabowsm	318.50	0.00	318.50
03/27/2023	2242464	6	FR	COURT_TLRC_C	Court 1 on 03/23/2023 at 8:00pm to	Refund Now	grabowsm	30.00	0.00	30.00
03/28/2023	2243094	6	AR	245101_G	Kid City Original (245101-G)	Refund Now	grabowsm	105.00	0.00	105.00
03/28/2023	2243094	6	AR	245101_H	Kid City Original (245101-H)	Refund Now	grabowsm	185.00	0.00	185.00
03/29/2023	2243993	6	AR	140004_A	Spring Awakening (140004-A)	Refund Now	grabowsm	5.00	0.00	5.00
03/29/2023	2243998	6	AR	140004_A	Spring Awakening (140004-A)	Refund Now	grabowsm	5.00	0.00	5.00
03/29/2023	2243998	6	AR	140004_A	Spring Awakening (140004-A)	Refund Now	grabowsm	5.00	0.00	5.00
03/29/2023	2243999	6	AR	140004_A	Spring Awakening (140004-A)	Refund Now	grabowsm	5.00	0.00	5.00
03/29/2023	2244004	6	AR	140004_A	Spring Awakening (140004-A)	Refund Now	grabowsm	5.00	0.00	5.00
03/29/2023	2244004	6	AR	140004_A	Spring Awakening (140004-A)	Refund Now	grabowsm	5.00	0.00	5.00
03/30/2023	2244590	6	AR	140006_A	Bee a Good Neighbor (140006-A)	Refund Now	grabowsm	5.00	0.00	5.00

Report Summary Totals

Total Refund Records:	17
Total Fees Refunded:	1,055.00
Total Tax Refunded:	0.00
Total Amount Refunded:	1,055.00

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:	03/01/2023 - Actual Date 03/01/2023
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	03/31/2023 - Actual Date 03/31/2023
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500

Bloomington Parks and Recreation Surplus Declaration Form

Apr-23

Apr-23

[illegible]



STAFF REPORT

Agenda Item: A-7 Date: 4/19/2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Tara Brooke, Community Events Specialist
DATE: April 25, 2023
SUBJECT: TOUCH A TRUCK AT THE FAIR PARTNERSHIP AGREEMENT WITH
MONROE COUNTY FAIR ASSOCIATION

Recommendation

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

Background

This is a partnership agreement for Touch a Truck at the Fair. This event will take place at the Monroe County Fair on Kids Day, allowing children the opportunity to get close to a variety of trucks and vehicles. This event will be taking place on July 5th from 12-3pm at the Monroe County Fairgrounds grandstand.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Tara Brooke".

Tara Brooke, Community Event Specialist



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

This Agreement is made and entered into this _____ day of _____, 2023, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and the Monroe County Fair Association (“MCFA”).

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

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

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

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

1.0 Purpose of Agreement:

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

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from June 1, 2023, to November 30, 2023, unless early termination occurs as described in Article 7 of this Agreement.

3.0 Bloomington Parks & Recreation:

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

3.1. Plan the event and coordinate the details for the event.

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

4.0 Monroe County Fair Association:

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

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

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

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

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

6.0 Notice and Agreement Representatives:

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

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

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

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

Bloomington Parks & Recreation

Tara Brooke

Box 848

Bloomington, IN 47402

tara.brooke@bloomington.in.gov

812-349-3773

Monroe County Fair Association

Jake Conard

5700 W. Airport Rd

Bloomington, IN 47403

jake.conard4440@gmail.com

812-825-7439

7.0 Termination:

- 7.1. Termination by mutual agreement: The partners may terminate this Agreement prior to November 30, 2023 by mutual written agreement only.

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

8.0 Waiver

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

9.0 Release and Hold Harmless Agreement:

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

10.0 E-Verify

MCFA 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). MCFA shall sign an affidavit, attached as Exhibit A, affirming that MCFA does not knowingly employ an unauthorized alien. MCFA shall require any

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

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

**BLOOMINGTON PARKS AND
RECREATION DEPARTMENT**

**MONROE COUNTY FAIR
ASSOCIATION**

Kathleen Mills, President
Board of Park Commissioners

Jake Conard
Monroe County Fair Association

Paula McDevitt, BPRD Director

Beth Cate, Corporation Counsel

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 _____:



STAFF REPORT

Agenda Item: A-8 Date: 4-19-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: 4/25/23
SUBJECT: PARTNERSHIP AGREEMENT WITH THE CODE & KEY ESCAPE ROOMS

Recommendation

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and The Code & Key Escape Rooms (Code & Key). There will be a 50/50 split of revenue from entry fees after shared expenses have been paid. The revenue split will be paid through the Community Events account – 201-18-186500-53990 and will not exceed \$1,600.

Background

This is the fourth year for this partnership. In this partnership, we will combine resources from BPRD and Code and Key to offer the Escape from Wonderland event to the Bloomington community.

The event takes the concept of an escape room and moves it outside to Lower Cascades Park. The storyline will be an Alice in Wonderland themed adventure. Attendees will have to work together with their group of 3-6 people and use their wits and ingenuity to solve puzzles and problem-solving tasks as they move through the various stations in the park.

The event will be on Saturday and Sunday June 3rd, 4th, & 10th. Groups will start the event every 30 minutes from 1pm-7pm each day. Teams can register online at the parks website bloomington.in.gov/parks.

RESPECTFULLY SUBMITTED,

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

Bill Ream, Community Events Coordinator

2023-January



COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of April, 2023, by and between the Bloomington Parks and Recreation Department (“BPRD”), and the Code and Key Escape Rooms (C&K).

WHEREAS, there is a need for a unique summer event in Bloomington; and,

WHEREAS, BPRD and C&K desire to cooperate in the provision of a community event called Escape From Wonderland for the general public; and,

WHEREAS, C&K is qualified to perform such services; and,

WHEREAS, the BPRD 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 partner will reflect on the others in the Partnership Agreement requiring clear communication and outline of expectations.

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement:

The goal of this project is to outline a program partnership which will provide an event that is a fun way for members of the Bloomington community to challenge themselves and enjoy the beautiful outdoors by combining available resources from each partner to the Agreement.

2. Duration of Agreement:

This Agreement commences April 25, 2023 and expires on June 30, 2023 unless terminated earlier as provided under Article 8 of this Agreement.

3. Bloomington Parks & Recreation

The goal of BPRD is to partner with another community agency and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly summer event called Escape from Wonderland. The event, to be held at Lower Cascades Park on June 3rd, 4th, and 10th, 2023 is designed to create a fun way to provide an escape room type event in the outdoors for community members.

BPRD agrees to:

- 3.1. Maintain close contact with the staff of C & K and bring any event related issues to their attention.
- 3.2. Coordinate the distribution of promotional materials to include registration information, posters, newsletters, and social media posts.
- 3.3. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- 3.4. Promote Escape from Wonderland at other major BPRD events prior to the event.
- 3.5. Coordinate logistics with partner for entire event.
- 3.6. Coordinate the set-up and tear-down of the event.
- 3.7. Coordinate registration of event participants.
- 3.8. Coordinate collection of registration entry fees.
- 3.9. Provide paid staff for joint program efforts at the event.
- 3.10. Provide the services of the Community Events Coordinator as a liaison, consultant and contact person between the C&K and BPRD and additional full-time/part-time staff necessary for the event.
- 3.11. Coordinate recruitment and scheduling of volunteers.
- 3.12. Coordinate acknowledgement and thank you for sponsors.

4. The Code and Key Escape Rooms

The goal of C & K is to partner with a community agency to provide an opportunity for the Bloomington community to participate in an affordable and family-friendly summer event called Escape from Wonderland. The event, to be held at Lower Cascades Park on June 3rd, 4th, and 10th, 2023 is designed to create a fun way to provide an escape room type event in the outdoors for community members.

C & K agrees to:

- 4.1. Maintain close contact with the Community Events Coordinator and bring any event related issues to his attention.
- 4.2. Assist with the distribution of promotional materials to include registration information, posters, newsletters, and social media posts.

- 4.3. Include information about event on their website, social media, and any other appropriate areas.
- 4.4. Provide activities, puzzles, and challenges for the event.
- 4.5. Assist with logistics and layout of the site including puzzle set up, creation and assembly of equipment/ puzzle needs, etc as necessary prior to event.
- 4.6. Provide staff to assist with set-up, operation, and tear-down of event.

5. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between BPRD, and C&K for the Escape from Wonderland event.

BPRD, and C&K agree to:

- 5.1. Share all marketing/promotional material between all partners involved.
- 5.2. Coordinate safety management and regulate visitor flow at event.
- 5.3. Split the event profit equally between both partners. Event profit will be the revenue generated from entrance fees minus shared direct expenses for the event.
- 5.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 5.6. The prohibitions of smoking and the consumption of alcoholic beverages shall apply to all participants in and visitors to the Escape from Wonderland event.

6. Insurance

C & K and BPRD shall furnish each other with a certificate of insurance upon execution of this Partnership Agreement. Each party will maintain comprehensive general liability insurance.

7. Notice and Agreement Representatives:

- 7.1. Notice regarding any significant concerns and/or breaches of the Agreement shall be given to those contacts as follows:

Bloomington Parks and Recreation
Becky Higgins
Recreation Services Director
P.O. Box 848,
Bloomington, IN 47402
(812) 349-3713

The Code and Key Escape Rooms
Kate Burch
Owner
101 Kirkwood Ave, Fountain Square Mall,
Suite 113
Bloomington, IN 47404
(812) 214-1497

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

Bloomington Parks and Recreation
Bill Ream, Community Events Coordinator
(812) 349-3748

The Code and Key Escape Rooms
Kate Burch, Owner
(812) 214-1497

8. Termination:

- 8.1. Termination by mutual agreement: The partners may terminate this Agreement prior to June 30, 2023, by mutual written agreement only.
- 8.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

9. Indemnity

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

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

The Code and Key Escape Rooms

Kate Burch, Owner

City of Bloomington

Beth Cate, Corporation Counsel

City of Bloomington Parks and Recreation

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

APPENDIX A

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:

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- 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 State Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Printed name

My Commission Expires: _____



STAFF REPORT

Agenda Item: A-9 Date: 4-19-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Amy Shrake- Inclusive/Program/Facility Coordinator
DATE: April 25, 2023
SUBJECT: SPECIAL OLYMPICS INDIANA-MONROE COUNTY PARTNERSHIP

Recommendation

Staff recommends approval of partnership agreement with Special Olympics Indiana - Monroe County (SOIMC).

Background

The purpose of this partnership is to support athletic opportunities for community members with developmental disabilities. The City of Bloomington Parks and Recreation Department and the SOIMC have been partnering since 2006, providing individuals with disabilities greater access to sport opportunities. The partnership allows Bloomington Parks and Recreation to continue supporting sports for individuals with disabilities and offers SOIMC flexibility with their programming. The department will continue to facilitate SOIMC's requests for fields and facilities as well as assisting with marketing programs.

Bloomington Parks & Recreation Inclusive Recreation Coordinator, Amy Shrake will continue to facilitate the partnership and be a liaison between SOIMC and BPRD.

RESPECTFULLY SUBMITTED,

Amy Shrake, CTRS
Amy Shrake, Inclusive/Program/Facility Coordinator



COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of April, 2023, by and between the Bloomington Parks and Recreation Department ("BPRD") and Special Olympics Indiana Monroe County ("SOIN-MC").

WHEREAS, there is an apparent need for Special Olympics programs in Bloomington, Indiana; and

WHEREAS, the BPRD and SOIN-MC desire to cooperate in the provision of a Special Olympic programs for the general public; and

WHEREAS, SOIN-MC is qualified to perform such services on behalf of BPRD; and

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

WHEREAS, because services provided by each party will reflect on the other, BPRD and SOIN-MC wish to set forth each parties' responsibilities and expectations;

NOW THEREFORE, the parties do mutually agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to outline a program partnership that will provide a more affordable and effective Special Olympic program for the Bloomington community by combining available resources from each party to the Agreement.

2. Duration of Agreement

This Agreement commences on May 1, 2023 and expires on April 30, 2024, unless it is terminated earlier in writing, as provided under Article 7.

3. Bloomington Parks & Recreation

The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a Special Olympic sports program, not otherwise available, that is designed to introduce beginner participants to a sport and allow for skill advancement. BPRD agrees to:

3.1. Allow SOIN-MC access to fields and facilities in priority category #3 based on the following order established by the City of Bloomington Board of Park Commissioners:

1. BPRD programs
2. Monroe County Community Schools Corporation programs
3. **Partnership programs**
4. Independent programs

3.2. Allow SOIN-MC access to fields and facilities as set forth below on the dates and during the times established at the beginning of each sport season at no charge:

1. Banneker Center for Basketball by availability
2. Softball fields to be determined by availability
3. Cascades Golf Course for Golf by availability
- 3.3. Provide an information hotline and voicemail box.
- 3.4. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
- 3.5. Provide the services of the BPRD Inclusive Recreation Coordinator as a liaison, consultant, and contact person between SOIN-MC and BPRD.
- 3.6. Assist with program publicity by continuing to advertise program information in seasonal program guides and website.
- 3.7. Respond to any and all citizen concerns or complaints reported by SOIN-MC under Article 4.3 of this Agreement within twenty-four (24) hours of receipt.
- 3.8. Provide free meeting space for SOIN-MC management team monthly meetings where available.
- 3.9. Provide a shelter free of charge for the summer picnic one Saturday in September.

4. Special Olympics Indiana Monroe County

The goals of SOIN-MC are to offer a Special Olympics sports program for the community, introduce SOIN-MC to the public, and provide programming for people with disabilities associated with SOIN-MC. SOIN-MC agrees to:

- 4.1. Maintain close contact with BPRD's Inclusive Recreation Coordinator and appoint that Inclusive Recreation Coordinator as the BPRD liaison to SOIN-MC's policy making board.
- 4.2. List BPRD on all publicity and promotional materials SOIN-MC develops as a "partner" or "in partnership with." A copy of any promotional material should be submitted to BPRD for approval prior to distribution to the public.
- 4.3. Refer any citizen concern, report, or problem regarding the facility, suggestion for improvements to the facility, service provided by staff, or other issues to BPRD on a designated form within twenty-four (24) hours of receipt and/or observation.

5. Terms Mutually Agreed to By Both Partners

- 5.1. The intent of this Agreement is to document a mutually beneficial partnership between SOIN-MC 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. The commitment of personnel, facilities, supplies, materials, and payments will be honored according to the timetable agreed upon by all partners.
- 5.4. SOIN-MC is recognized as having the expertise and experience to conduct the Special Olympics program safely and effectively. However, BPRD shall have the right to review risk management, agreement terms, financial records, coaching, player behavior, and service quality issues.
- 5.5. Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), SOIN-MC may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If SOIN-MC develops such a policy for its activities, the City may implement and enforce it. If SOIN-MC wishes to develop such a policy, it shall provide a copy of the policy to the City and the policy shall be attached to this Agreement as Exhibit B.
- 5.5. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's

jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

- 5.6.** 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 SOIN-MC of any such termination and the reasons therefor in writing.

6. Notice and Agreement Representatives

- 6.1.** Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the contacts stated below as follows:

SOIN-MC:

Denise Brown, County Coordinator
641 Waterloo Court
Bloomington, IN 47401
(812)336-8071

BPRD:

Amy Shrake,
Inclusive Recreation Coordinator
P.O. Box 848
Bloomington, IN 47402
(812) 349-3747
(812) 349-3747 (voice mail)
(812) 325-2583 (cell)

- 6.2.** The persons listed in Article 6.1 shall also serve as agreement representatives for the day to day operations and implementation of this Agreement.

7. Termination

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to April 30, 2023 by mutual written agreement only.
- 7.2.** Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

8. Insurance:

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

9. Release and Hold Harmless Agreement:

SOIN-MC, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this

Agreement.

10. E-Verify:

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

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

Paula McDevitt, Administrator
Parks and Recreation Department

Jeff Mohler, President and CEO
Special Olympics Indiana

Kathleen Mills, President
Board of Park Commissioners

Denise Brown, County Coordinator
Special Olympics Indiana Monroe County

Beth Cate, Corporation Counsel
City of Bloomington

STATE OF INDIANA)
)SS:
COUNTY OF _____)



STAFF REPORT

Agenda Item: A-10
Date: 4-19-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amy Shrake- Inclusive/Program/Facility Coordinator
DATE: April 25, 2023
SUBJECT: LAKE MONROE SAILING ASSOCIATION PARTNERSHIP

Recommendation

Staff recommends approval of a partnership agreement with Lake Monroe Sailing Association (LMSA).

Funding Source: Revenue collected into 201-18-184500-43270
Expenses paid from 201-18-184500-53990

Total Dollar Amount of Contract: Total Revenues from LMSA \$70,000.00
Expenses \$60,000.00
Retained by BPR \$10,000.00

Background

This partnership has been in existence since 1996. The goal of the partnership is to provide an opportunity for the Bloomington community to participate in a diverse sailing program, which is designed to introduce beginner participants to the sport, as well as to provide for skill advancement. The Youth Sailing Camp will run 9 weeks of summer. Adult sailing classes run all summer into the fall and new this year offer an option to receive certification.

BPR collects registrations and LMSA does all the programming at their facility. Bloomington Parks and Recreation will keep \$36 per registration. In addition, BPR will provide marketing in the form of a brochure and space in the program guide.

RESPECTFULLY SUBMITTED,

Amy Shrake, CTR
Amy Shrake, Inclusive/Program/Facility Coordinator

2023-January



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of April, 2023, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Lake Monroe Sailing Association, Inc. (“LMSA”).

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

WHEREAS, LMSA 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 sailing 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 30, 2024 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

- 3.1 The goal of BPRD is to provide an opportunity to the Bloomington community to participate in a diverse sailing program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide for skill advancement.
- 3.2 BPRD agrees to:
 1. Develop and distribute promotional materials: sailing brochures, news releases, program information in both the Parks and Recreation seasonal program guide & the monthly newsletter sent to schools.
 2. Communicate with the public and participants regarding concerns or questions about the program.
 3. Implement participant registration, collect money and registration forms, email registration confirmation and program information.

4. Provide rosters of all participants to coordinators prior to the start of each course.
5. Provide coordinators with reports of fees collected prior to the start of each course.
6. Perform the following payment transactions:
 - a) Collect registration fees of \$225 per participant for Youth Sailing Camps;
 - b) Collect registration fees of \$350 per participant for Adult Keel Boat Sailing;
 - c) Collect registration fees of \$600 per participant for Adult Keel Boat Sailing with certification;
 - d) Collect registration fees of \$300 per participant of Adult Small Boat Sailing;
 - e) Collect registration fees of \$500 per participant of Adult Small Boat Sailing with certification;
 - f) Collect registration fees of \$150 per registration for Friends and Family Sailing;
 - g) Pay LMSA the fee collected less \$36.00 for each participant registered upon receiving the invoices from LMSA;
 - h) Retain \$35.00 for each participant registered plus \$1 transaction fee;
 - i) Retain \$10.00 for each cancelled registration;
 - j) Pay LMSA the LMSA share of fees collected upon receipt by BPRD of and LMSA invoice, following the completion of each group of Youth Sailing Camps, Adult Sailing classes and Family programs.

4.0 Lake Monroe Sailing Association, Inc.:

- 4.1 The goals of LMSA are to offer a sailing program not otherwise available to adults and children, introduce the LMSA to the public, increase LMSA membership, and provide programming for children of LMSA members.
- 4.2 LMSA agrees to:
 1. Provide and maintain the following equipment: sailboats, life vests, ropes, sails, books, a motorboat, lifesaving apparatus, and first aid equipment.
 2. Provide the following facilities: bathrooms, telephone, shelter house for inclement weather; defined as, but not limited to, cold weather, rough water (white caps), or lightning.
 3. Hire and train sailing instructors for Youth Sailing Camps who are at least 16 years of age with prior sailing experience. One instructor shall have prior experience teaching sailing. One instructor shall be certified in CPR and First Aid and be in attendance at all times. At least one instructor shall have U. S. Sailing Small Boat Instructor Certification.

4. Provide invoices to BPRD as detailed in section 3.2.6 (e).
5. **Provide for adequate safety with the following provisions:**
 - a) LMSA shall provide high quality boats & equipment.
 - b) LMSA shall maintain a ratio of one (1) instructor to six (6) participants with two (2) instructors always on the water and one (1) instructor always in a motorboat when students in the Youth Sailing Camps are in boats. One (1) of the instructors shall be over twenty-one (21) years of age.
 - c) Participants in the Youth Sailing Camps shall pass a swimming test the first day of class, and all participants shall wear life vests when in boats.
 - d) Participants shall learn boat safety and will be taught about boat safety equipment.
 - e) Participants in the Youth Sailing Camps shall pass a test on capsizing and right-of-way rules.
6. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.
7. Provide a rainy day schedule, planning, organizing and implementing alternative activities in case of inclement weather.

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 LMSA 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 LMSA 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 Parks and Recreation Department as an additional insured, and LMSA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. LMSA 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 LMSA 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. LMSA shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques, equipment, and boat matters.
- 5.6 The location of the program shall be provided by the LMSA at their facilities at 7600 S. Shields Ridge Road.

- 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.
- 5.8 Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), LMSA may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If LMSA implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.
- 5.9 The parties will evaluate this Agreement and the services provided during the month of January 2023.
- 5.10 LMSA shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releases) from any and all claims which may arise as a result of LMSA's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against LMSA, its employees, agents or patrons, by any third party, even if caused by the negligence of Releases.
- 5.11 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.

6.0 Notice:

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

LMSA

Walt Johnson
7600 S. Shields Ridge Rd.
Bloomington, IN 47401
(812) 824-4611

BPRD

Becky Higgins
PO Box 848
Bloomington, IN 47402
(812) 349-3713

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

LMSA

Walt Johnson
7600 S. Shields Ridge Rd.
Bloomington, IN 47401
(812) 824-4611

BPRD

Amy Shrake
Box 848
Bloomington, IN 47402
(812) 349-3747

7.0 Termination

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

8.0 E-Verify:

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

Signed and Agreed to this ____ day of _____, 2023.

LAKE MONROE SAILING ASSOCIATION, INC.:

Walt Johnson, Camp Coordinator, LMSA

Date

James C. Owen, LMSA Commodore

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Kathleen Mills, President
Board of Park Commissioners

Date

Beth Cate, Corporation Counsel
City of Bloomington

Date

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)



STAFF REPORT

Agenda Item: A-11
Date: 4-19-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: April 25, 2023
SUBJECT: CONTRACT ADDENDUM WITH 4 U LAWN & LANDSCAPE

Recommendation

Staff recommends approval of a contract addendum with 4 U Lawn & Landscape, LLC for additional concrete work at the Rose Hill Scatter Garden.

Amount: \$451

Funding source: 200-18-189501-53990

Background

4 U Lawn and Landscape was awarded the contract to install concrete at the Rose Hill Scatter Garden. During a site visit, it was determined that additional concrete would be required to keep the slope of a portion of the new concrete below the 2% cross-slope to stay within ADA guidelines. This addendum covers the additional scope necessary for that work.

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
4 U LAWN AND LANDSCAPE, LLC
FOR
CONCRETE INSTALLATION AT ROSE HILL CEMETERY**
(Entered in this ____ day of _____, 2023)

WHEREAS, in November 2022, the City of Bloomington Department of Parks and Recreation (the “Department”) and 4 U Lawn and Landscape, LLC (“Contractor”) entered into an Agreement for concrete installation at Rose Hill Cemetery, which is attached to this Addendum as Exhibit A; and

WHEREAS, based on a site visit, it was determined that a larger amount of concrete will be necessary to maintain acceptable ADA-compliant cross-slopes; 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 B with this Addendum.

Article 3. Compensation: To amend the Agreement to reflect the additional charge of not to exceed five hundred dollars (\$451.00).

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

4 U LAWN AND LANDSCAPE

Paula McDevitt, Director
Parks and Recreation Department

Chris Underwood, Owner

Kathleen Mills, Park Board President
Board of Park Commissioners

Beth Cate, Corporation Counsel

EXHIBIT B
Additional Scope of Work

4 U Lawn and Landscape will cut back the existing stone path to the scatter garden far enough to ensure that the concrete poured from the road to the path meets the required 2% cross-slope compliance.



CONTRACT COVER MEMORANDUM

TO: Beth Cate, Corporation Counsel
FROM: Paula McDevitt, Administrator
DATE: November 2, 2022
RE: Agreement with 4 U Lawn and Landscape, LLC for Rose Hill Cemetery concrete installation

Contract Recipient/Vendor Name:	4 U Lawn and Landscape, LLC
Department Head Initials of Approval:	PM
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Barbara E. McKinney
Record Destruction Date: <i>(Legal to fill in)</i>	2034
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	22-625
Due Date For Signature:	Friday Before Park Board Meeting: Nov. 11, 2022
Expiration Date of Contract:	April 30, 2023
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$9,175
Funding Source:	Split funding: <ul style="list-style-type: none">• 977-18-18016A-54510 (interest from 2016 GO Bonds, Series A): \$8,200• 200-18-189501-53990: \$975
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	18036
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: 4 U Lawn and Landscape will install approximately 500 square feet of concrete and curb at the Rose Hill cemetery scatter garden site.

AGREEMENT (CONTRACT)
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
4 U LAWN AND LANDSCAPE, LLC
FOR
CONCRETE INSTALLATION AT ROSE HILL CEMETERY

This Agreement, entered into on this 15 day of November, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and ~~VET Environmental Engineering, LLC~~ ("Contractor"), 4 U Lawn & Landscape, LLC

WITNESSETH:

WHEREAS, the Department wishes to install concrete at the site of the new Rose Hill Cemetery scatter garden; and

WHEREAS, the Department requires the services of a professional Contractor in order to provide the concrete installation; 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 April 30, 2023 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the

work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed nine thousand one hundred seventy five dollars (\$9,175.00). 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:

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 Mader Design 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, 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	4 U Lawn and Landscaping
Tim Street	Chris Underwood
401 N. Morton, Suite 250	6292 E State Road 45
Bloomington, Indiana 47402	Bloomington, IN 47408

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion


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

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

CITY OF BLOOMINGTON



Beth Cate, Corporation Counsel


Paula McDevitt, Director
Parks and Recreation Department


Kathleen Mills, President,

4 U LAWN AND LANDSCAPING


Signature


Name and Title

Board of Park Commissioners

EXHIBIT A

“Scope of Work”

- Prepare, form, pour, and finish an approximately 500 square feet of concrete (approx. 77' x 6.5') with a typical brushed finish. Concrete shall be poured to a depth of 6" and reinforced with fiber mesh. Concrete mix shall be submitted for approval before installation. Concrete will connect along the existing road on the west side and to the existing path on the east side.
- Install approximately 9 linear feet of typical 6" inch curb at the north and south end (18 lft total) of the new pad to protect the existing limestone pillars. The curbs should taper at each end to return to flush grade.
- Installed concrete shall meet ADA and PROWAG standards. The slope of the concrete may follow the slope of the road on the west side of the installation, with an east-west cross-slope of less than two percent.
- As part of site preparation, cut along existing asphalt road and cut and remove existing stone walkway where it intersects to appropriately form and pour new concrete.
- Any dirt excavated as part of concrete preparation may be left on-site at a location approved by the City's project manager. Contractor is not responsible for any grading, seeding, or strawing at the conclusion of the installation.
- Work shall be completed by April 30, 2023.

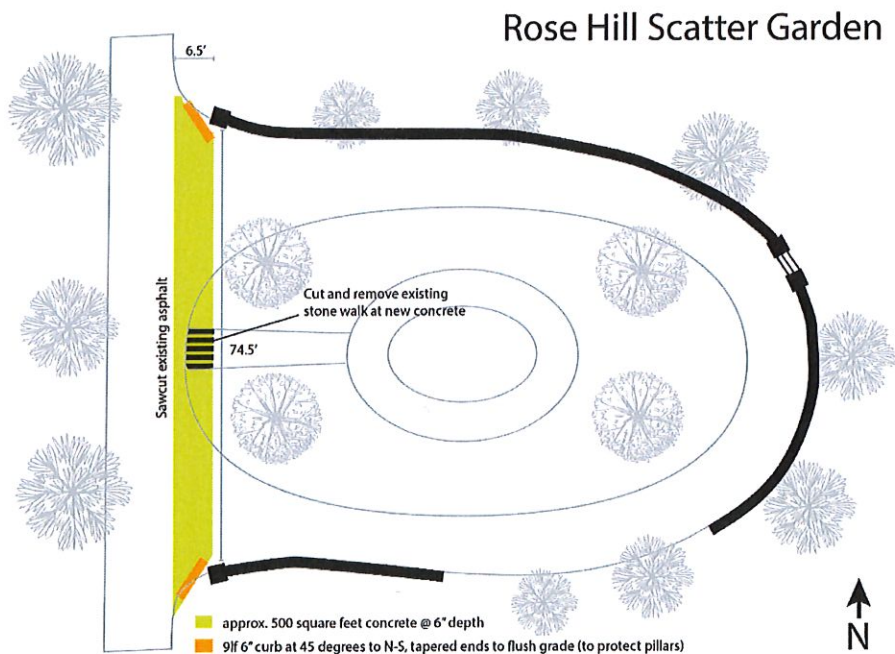


EXHIBIT B

“Project Schedule”

The project and associated construction administration is to be completed no later than April 30, 2023.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the Coo of A U Lawn & Landscape LLC
(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.

Chris Underwood
Signature

Chris Underwood
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Chris Underwood and acknowledged the execution of the foregoing this 30 day of November, 2022.

Amanda Fequay
Notary Public's Signature

My Commission Expires: 4/14/2028

Amanda Fequay
Printed Name of Notary Public

County of Residence: MONROE

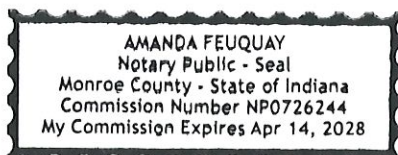


EXHIBIT D

STATE OF IN)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT


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

OATH AND AFFIRMATION

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

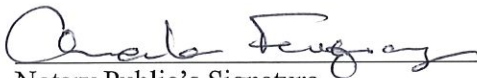
Dated this 30 day of November, 2022

4 U Lawn and Landscaping, LLC

By: 
Chris Underwood

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

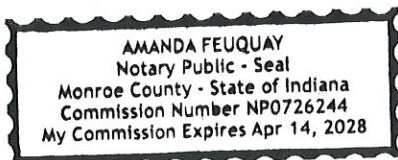
Before me, a Notary Public in and for said County and State, personally appeared Chris Underwood and acknowledged the execution of the foregoing this 30 day of November, 2022.


Notary Public's Signature

My Commission Expires: 4/14/2028

Amanda Fequay
Printed Name of Notary Public

County of Residence: Monroe





STAFF REPORT

Agenda Item: A-12
Date: 4-19-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: April 25, 2023
SUBJECT: PARTNERSHIP AGREEMENT FOR BUG FEST 2023

Recommendation

Staff recommends approval of this partnership agreement to host Bug Fest 2023. There will be no exchange of funds.

Background

For eleven years, the Bloomington Parks and Recreation Department has partnered with the Monroe County Parks and Recreation Department ("MCPR"), the WonderLab Science Museum ("WSM"), and Purdue Extension-Monroe County ("PEMC") to coordinate a Bug Fest event for the Bloomington community. The purpose of this event is to provide a fun way for members of the community to learn about insects and their relatives as well as their importance to our environment by combining available resources from field experts and community sponsors. Unfortunately, we are no longer able to host the event at Hilltop Gardens at Indiana University due to the reduction of onsite parking related to a campus-led tree planting project. This year, the event will be hosted at Karst Farm Park.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Swift". The signature is fluid and cursive, with a long horizontal stroke at the end.

Rebecca Swift, Natural Resources Coordinator



**COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP
FOR
BUG FEST 2023**

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2023, by and between the Bloomington Parks and Recreation Department ("BPRD"), the Monroe County Parks and Recreation Department ("MCPR"), the WonderLab Science Museum ("WSM"), and Purdue Extension-Monroe County ("PEMC").

WHEREAS, there is a need for a unique bug themed event in Bloomington; and,

WHEREAS, the BPRD, MCPR, WSM, and PEMC desire to cooperate in the provision of a community event called Bug Fest for the general public; and,

WHEREAS, the BPRD, MCPR, WSM, and PEMC are qualified to perform such services; and,

WHEREAS, the BPRD 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 partner will reflect on the others in the Partnership Agreement requiring clear communication and outline of expectations.

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement:

The goal of this project is to outline a program partnership which will provide an event that is a fun and safe way for members of the Bloomington community to learn about insects and their relatives and their importance to our local and global environment by combining available resources from each partner to the Agreement.

2. Duration of Agreement:

This Agreement commences on January 1st and expires on October 31st, 2023 unless terminated earlier as provided under Article 9 of this Agreement. The Bug Fest event will be held on Saturday, September 23rd, from 10:00 a.m. - 2:00 p.m.

3. Bloomington Parks and Recreation Department:

The goals of BPRD are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug-themed

event called Bug Fest. The event, to be held at Karst Farm Park (“MCPR”) on Saturday September 23rd, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

BPRD agrees to:

- 3.1. Maintain close contact with John Robertson, event chair, and bring any related issues to his attention.
- 3.2. Assist with the creation of promotional and sponsorship materials to include banners, sandwich boards, and posters.
- 3.3. Assist with the coordination of table exhibitors. Develop JotForm registration link to collect exhibitor information. Provide exhibitor information to MCPR by September 1st, 2023.
- 3.4. Maintain a web page for the event within the BPRD website with the assistance and approval of event partners.
- 3.5. Create Bug Fest 2023 registration link through JotForm by June 1st, 2023. Share registration information with MCPR for webpage and social media promotions.
- 3.6. Assist with the distribution of promotional materials prior and during the event.
- 3.7. Provide six pop-up tents, folding chairs, and tables for the event.
- 3.8. Provide program publicity by publishing an event announcement on the BPRD’s social media outlets and program guides.
- 3.9. Distribute Bug Fest flyers and make mention of the event during other major family-friendly BPRD events prior to the event.
- 3.10. Assist with bug-themed program activities and tabling displays.
- 3.11. Provide game prizes, craft supplies and design/print passports for bug themed activities.
- 3.12. Provide basic first-aid, AED and sunscreen for the event.
- 3.13. Coordinate drop-off and pick-up of Hoosier Hills Food Bank donation bins.
- 3.14. Provide staff to assist with set-up and tear-down of the event.
- 3.15. Recruit and coordinate volunteers, assist with placement and training of volunteers on the day of the event, provide event policy documents to volunteers prior to the day of the event. Create and print name tags for volunteers.

4. Monroe County Parks & Recreation Department:

The goals of MCPR are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug-themed event called Bug Fest. The event, to be held at Karst Farm Park (“MCPR”) on Saturday September 23rd, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

MCPR agrees to:

- 4.1. Maintain close contact with John Robertson, event chair, and bring any related issues to his attention.
- 4.2. Assist with the distribution of promotional materials to include flyers, posters, and signs.
- 4.3. Provide event space, coordinate layout and logistics with partners and exhibitors.
- 4.4. Direct day-of parking, acquire orange cones and barricades to block parking spots and yard signs to direct traffic.
- 4.5. Identify rental needs. Coordinate food vendors, entertainment, and payment for any rentals (tents, port-a-potty, and handwashing stations etc.).
- 4.6. Assist with coordinating facilitators for the event. Send exhibitor requests to BPRD.
- 4.7. Create an event page on MCPR Facebook page and invite partners as co-hosts.
- 4.8. Recruit and secure event sponsors by September 1st, 2023, coordinate sponsor recognition, and manage event budget.
- 4.9. Provide BPRD with final printed-material requests, including new sponsor logos, by September 6th, 2023.
- 4.10. Create save the dates, event map and design brochure to outline exhibits and schedule of events. Send design to PEMC to print by September 8th, 2023.
- 4.11. Promote Bug Fest at other major family-friendly MCPR events prior to the event.
- 4.12. Share all marketing/promotional material with program partners prior to advertising.
- 4.13. Assist with set-up and tear-down of the event.
- 4.14. Coordinate family friendly bug-themed activities and entertainment for the event. Provide game prizes and craft supplies.

- 4.15. Provide four pop-up tents, large event tent(s) including set-up, 'did you know' educational signs, face-cut out bugs, banners.
- 4.16. Manage event t-shirt inventory, storage, and sales. Provide iPad to collect card payments during the event.
- 4.17. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers.

5. The WonderLab Science Museum:

The goals of WSM are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug- themed event called Bug Fest. The event, to be held at Karst Farm Park ("MCPR") on Saturday September 23rd, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

WSM agrees to:

- 5.1. Maintain close contact with John Robertson, event chair, and bring any related issues to his attention.
- 5.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 5.3. Provide program publicity by publishing an event announcement on the WSM's social media outlets.
- 5.4. Assist with bug-themed program activities, tabling displays, and entertainment.
- 5.5. Provide WSM staff to manage table displays and lead activities.
- 5.6. Provide pop-up tents for WonderLab activity station(s).
- 5.7. Coordinate edible insect activity.
- 5.8. Provide staff to assist with set-up and tear-down of the event.
- 5.9. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers.

6. Purdue Extension-Monroe County:

The goals of PEMC are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug- themed event called Bug Fest. The event, to be held at Karst Farm Park ("MCPR") on Saturday September 23rd, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

PEMC agrees to:

- 6.1. Maintain close contact with John Robertson, event chair, and bring any related issues to his attention.
- 6.2. Create, print, and assist with the distribution of promotional materials including event brochure and event map.
- 6.3. Print ~1200 event maps and brochures. Bring handouts and paper recycling bins.
- 6.4. Promote Bug Fest at other major family-friendly PEMC events prior to the event.
- 6.5. Assist with bug-themed program activities, tabling displays and entertainment.
- 6.6. Provide staff to assist with set-up and tear-down of the event.
- 6.7. Assist with coordinating facilitators for the event. Send exhibitor requests to BPRD.
- 6.8. Provide portable Public Announcement systems, microphones, and extension cords.
- 6.9. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers.

7. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between BPRD, MCPR, WSM, and PEMC for Bug Fest.

BPRD, MCPR, WSM, and PEMC agree to:

- 7.1. Share all photos, marketing, and promotional material between all partners involved.
- 7.2. Coordinate safety management and regulate visitor flow at the event.
- 7.3. Coordinate acknowledgement and thank you for sponsors.
- 7.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 7.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 7.6. Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD, MCPR, WSM, and PEMC shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. None of the Partners to this Agreement are required to continue this verification if the E-Verify program no longer

exists. All Partners shall sign an affidavit affirming that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.

- 7.7. All parties are required to certify that they have not, nor has any other member, representative, or agent of that party has not, 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. Parties shall sign an affidavit, attached hereto as Exhibit B, affirming that party has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.
- 7.8. Make sure that the Bug Fest event adheres to each partners' individual COVID-19 guidelines for events in addition to local/state guidelines.
- 7.9. Each partner including its administrators, staff, volunteers, and affiliates, agrees to use the facilities above solely for the use and purposes contemplated in this Agreement, and shall not injure, or in any manner deface or damage the facility or any equipment contained therein and shall not cause or permit anything to be done whereby the facility is defaced or damaged.
- 7.10. If the premises, furnishings, or any portion of the building during the term of this Agreement shall be damaged by the acts, default or negligence of a partners or of a partners' agents, employees, admitted upon the premises by the partner, the partner will pay to Indiana University upon demand such sum as shall be necessary to restore said premises to their present condition.

8. Insurance:

The Monroe County Parks and Recreation Department, the City of Bloomington Parks & Recreation Department, the WonderLab Science Museum, and Purdue Extension-Monroe County shall furnish each other with a certificate of insurance upon execution of this Partnership Agreement. Each party will maintain comprehensive general liability insurance.

9. Notice and Agreement Representatives:

- 9.1. Notice regarding any significant concerns and/or breaches of the Agreement shall be given to those contacts as follows:

**City of Bloomington Parks
& Recreation**

Paula McDevitt, Director
P.O. Box 848
Bloomington, IN 47402
(812) 349-3711

Monroe County Parks & Recreation

Kelli Witmer, Director
501 N. Morton St., Suite 100
Bloomington, IN 47404
(812) 349-2802

WonderLab Science Museum

Karen Jepson-Innes, Director

Purdue Extension-Monroe County

Edward Oehlman, ANR

308 West 4th St.
Bloomington, IN 47404
(812) 337-1337

3400 South Walnut Street
Bloomington, IN 47401
(812) 349-2575

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

Bloomington Parks and Recreation
Rebecca Swift
(812) 349-3759
rebecca.swift@bloomington.in.gov

Monroe County Parks and Recreation
John Robertson
(812) 349-2804
jprobertson@co.monroe.in.us

WonderLab Science Museum
Sam Couch
(812) 337-1337 ex. 222
animalexhibits@wonderlab.org

Purdue Extension-Monroe County
Edward Oehlman
812-349-2575
eoehlman@purdue.edu

10. Termination:

- 10.1. Termination by mutual agreement: The partners may terminate this Agreement prior to October 31st, 2023, by mutual written agreement only.
- 10.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.
- 10.3. The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, BPRD may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. BPRD shall notify MCPR, WSM, and PEMC of any such termination and the reasons therefore in writing.

Indemnity:

Each party agrees to release, hold harmless and forever indemnify the other party and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This

includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

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

**CITY OF BLOOMINGTON
PARKS & RECREATION**

Paula McDevitt, Director
Bloomington Parks & Recreation

Kathleen Mills, President
Board of Park Commissioners

Beth Cate, Corporation Counsel

**PURDUE EXTENSION-
MONROE COUNTY**

Administrator

WONDERLAB SCIENCE MUSEUM

Karen Jepson-Innes, Director

**MONROE COUNTY
PARKS & RECREATION**

Kelli Witmer, Director MCPRD

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Contractor

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-13
Date: 4-19-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: April 25, 2023
SUBJECT: REVIEW/APPROVAL OF AGREEMENT WITH BRUCE WILDS SECURITY
FOR GRIFFY LAKE NATURE PRESERVE DEER HUNT

Recommendation

Staff recommends approval of this agreement. Funding Source: 201-18-184000-53990
Total Dollar Amount of Contract: \$4,400.

Background

The agreement will allow Bruce Wilds Security to provide security during the Griffy Lake Nature Preserve deer hunt on Nov. 18 and 19 and Dec. 2 and 3. The contractor will be stationed at the boathouse parking lot, and the dam parking lot, to inform the public that the park is closed during the hunt.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Steve Cotter", followed by a horizontal line.

Steve Cotter, Natural Resources Manager

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BRUCE WILDS 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 Bruce Wilds Security ("Contractor").

Article 1. Scope of Services. Contractor shall provide security services during the deer hunt at Griffy Lake Nature Preserve. Duties include monitoring the parking lots at the Griffy Boathouse and at the dam, informing visitors that the property is closed and contacting the Bloomington Police Dept. if necessary. 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 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 FOUR HUNDRED DOLLARS (\$4,400). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: STEVE COTTER, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule. Contractor shall perform the Services according to the following schedule: 5:00 a.m. until 11:00 a.m. and 1:00 p.m. until 7:00 p.m. on Nov. 18 and 19 and Dec. 2 and 3. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: STEVE COTTER, 401 N. Morton, Bloomington, IN 47404. Contractor: BRUCE WILDS SECURITY, Attn: BRUCE WILDS, 602 WATERLOO CT. 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

BRUCE WILDS SECURITY

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.

BRUCE WILDS SECURITY

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-14 Date: 4-19-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: April 25, 2023
SUBJECT: REVIEW/APPROVAL OF SERVICE AGREEMENT WITH SPEAR CORPORATION

Recommendation

Staff recommends approval of the 2023 service agreement with Spear Corporation. This agreement is not to exceed \$5,000.

Background

This is a service agreement to provide maintenance to the aquatic facilities at both Bryan Park Pool and Ralph Mills Pool. This agreement is to cover preventative maintenance along with necessary repairs as parts fail with the equipment

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dee Tuttle".

Dee Tuttle
Sports Facility/Program Manager

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
SPEAR 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 Spear Corporation ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace pool pumps and pool equipment at City park properties and facilities at an hourly rate of One Hundred and Twenty Five Dollars (\$125.00) plus materials. Consultant shall provide the Services for a set price per hour Monday – Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Eighty Seven Dollars and 50/100 (\$187.50) plus materials, plus a call out charge of Two Hundred Dollars (\$200). Parks Department shall give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred Eighty Seven Dollars and 50/100 (\$187.50), plus a call out charge of Two Hundred Dollars (\$200), plus a trip charge of One Hundred Ninety Three Dollars (\$193), plus materials. Repairs on a holiday will be billed at a holiday hourly rate of Two Hundred Fifty Dollars (\$250.00), plus a trip charge of One Hundred Ninety Three Dollars (\$193) and a call out charge of Two Hundred Dollars (\$200), plus materials. 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 Dee Tuttle and/or Don Fodrill 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 (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Dee Tuttle, 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 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.

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: Dee Tuttle 401 N. Morton, Bloomington, IN 47402. **Contractor:** Spear Corporation, Attn: Mike Shepherd, 12966 N County Road 50 W, Roachdale, IN 46172. 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

SPEAR CORPORATION

Beth Cate, Corporation Counsel

Mike Shepherd, Vice President Sales/Service

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 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: A-15 Date: 4-19-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: April 25, 2023
SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH MONROE COUNTY UNITED MINISTRIES

Recommendation

Staff recommends approval of this agreement. Projected revenue is approximately \$1,000.

Background

The purpose of this agreement is to outline the partnership between Bloomington Parks and Recreation and the Monroe County United Ministries for limited use of Mills Pool. MCUM provides childcare to over 85 children. The program will begin in June and conclude at the end of July.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dee Tuttle".

Dee Tuttle, Sports Facility/Program Manager

**AGREEMENT FOR THE USE
OF
CITY OF BLOOMINGTON
MILLS POOL**

WHEREAS, Monroe County United Ministries (hereinafter referred to as “MCUM”), located at 827 West 14th Court, Bloomington, Indiana, desires the use of a Mills Pool for its summer day camp programs; and

WHEREAS, the City of Bloomington Department of Parks and Recreation (hereinafter referred to as “City”) owns and operates the Mills Swimming Pool (“Mills Pool”); and

WHEREAS, the City wishes to allow MCUM the use of the Mills Pool at a discounted rate.

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

- 1. Purpose of the Agreement.** The purpose of the Agreement is for the City to allow MCUM limited use of Mills Swimming Pool for MCUM’s morning pre-school childcare program at a discounted rate.
- 2. Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until July 27, 2023, unless terminated in accordance with paragraph nine (9) of this Agreement.
- 3. Days and Hours of Use.** The City hereby grants MCUM permission to use Mills Swimming Pool as follows:

MCUM shall be permitted to use the facility’s family activity pool area as part of MCUM’s preschool childcare program activities (for children ages 3-6 years) every Tuesday, Wednesday, and Thursday from May 30th , 2023 through July 27th, 2023 from 10:00 a.m. to 11:00 a.m.

- 4. Participant Fees.** Staff and participants in the MCUM program who enter the facility shall either pay an admissions fee of \$5 per person or fee waiver for regular admittance. MCUM shall track daily attendance and provide payment at the end of the season based on the above pay structure.
- 5. Life Guards.** MCUM agrees to pay the City the cost of providing a manager and lifeguard at the time that the preschoolers are using the family activity pool area. The rate is seventeen dollars and three cents (\$17.03) per hour for the manager and fifteen dollars and sixty four cents (\$15.64) per hour for the lifeguard.
- 6. Supervision.** MCUM agrees to provide supervisory personnel at a ratio of one (1) supervisor to every five (5) children during the time that the preschoolers are using the family activity pool area. The supervisors must be in the water with the children, and within arm’s length of children 5 and under.

7. **Responsibility for Damages; Indemnification.** MCUM agrees to assume full responsibility for the actions and behavior of all MCUM program participants and accompanying supervisors while using said facility.

In consideration for the use of Mills Pool, MCUM agrees to assume full and complete responsibility for all bodily injury, including death, and property damage which may occur as a result of the acts and omissions of MCUM, its officers, director, agents, employees, members, participants, successors and assigns, in the use of Mills Swimming Pool.

Further, in consideration for the use of Mills Swimming Pool, MCUM agrees to release, hold harmless, and indemnify the City of Bloomington, its Department of Parks and Recreation, and all City of Bloomington and Parks and Recreation officers, employees, and agents from any and all claims for personal injury, including death, or property damage that may occur as a result of the acts and omissions of MCUM, its officers, director, agents, employees, members, participants, successors and assigns, in the use of Mills Swimming Pool.

8. **Rules and Regulations.** MCUM shall comply with all rules and regulations established by the City's Department of Parks and Recreation for use of Mills Swimming Pool. MCUM shall further require its preschool program participants and accompanying supervisors to comply with all said rules and regulations.

Notice and Agreement Representatives

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

Monroe County United Ministries
Brittany Denton, Program Director
827 W. 14th Court
Bloomington, IN 47404
(812) 339-3429 ext. 10

Bloomington Parks and Recreation
Dee Tuttle, General Manager
PO Box 848
Bloomington, IN 47402
(812) 349-3768

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

Monroe County United Ministries
Brittany Denton, Program Director
827 W. 14th Court
Bloomington, IN 47404
(812) 339-3429 ext. 10
childcare@mcum.org

Bloomington Parks and Recreation
Shanda Sims, Aquatics Specialist
PO Box 848
Bloomington, IN 47402
(812) 349-3762
Shanda.sims@bloomington.in.gov

9. **Termination.** This contract may only be terminated in writing and by the mutual agreement of all parties to this Contractual Agreement.

WHEREFORE, the parties have entered into this Agreement on this _____ day of _____ 2023.

City of Bloomington

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, Park Board President
Board of Park Commissioners

Beth Cate, Corporation Counsel

Monroe County United Ministries

Brittany Denton, Program Director



STAFF REPORT

Agenda Item: A-16
Date: 4-19-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Kevin Terrell, Banneker Community Center Facility and Program Coordinator
DATE: April 25, 2023
SUBJECT: COMMERCIAL SERVICE MAINTENANCE AGREEMENT FOR HVAC SYSTEMS AT BANNEKER COMMUNITY CENTER AND ALLISON JUKEBOX

Recommendation

Staff recommends approval of payment to Commercial Services for the maintenance agreement for both the Banneker Community Center and Allison Jukebox, for the time period of May 1, 2023 to April 30, 2024. The amount of the contract is \$2318.83. It will be paid from the following accounts:

200-18-184500-5361-\$500.00
200-18-184500-5399-\$380.06
200-18-187500-5231-\$500.00
200-18-187500-5361-\$438.77
200-18-187500-5363-\$500.00

Staff contacted three companies for quotes and Commercial Services was the lowest bid.

Background

This is a standard maintenance agreement budgeted for every year for both buildings. This is the replacement for the current agreement, which expires on April 30, 2023.

RESPECTFULLY SUBMITTED,

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

Kevin Terrell, Banneker Community Center Facility and Program Coordinator

2023-January

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Commercial Services
FOR
Maintenance Contract for Banneker Community Center and Allison Jukebox**

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before 4/30/2024 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 Kevin Terrell, as the Department's Project Manager. Contractor agrees that any information or documents, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two thousand three hundred eighteen dollars and eighty three cents (\$2,318.83). 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:

Kevin Terrell
City of Bloomington Parks and Recreation
401 North Morton Street Suite 250, Bloomington Indiana, 47402

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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		Commercial Service
Attn: Kevin Terrell		Attn: Adam Sater
930 West 7 th Street		4710 W Vernal Pike
Bloomington Indiana 47402		Bloomington Indiana 47404

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

Article 25. Intent to be Bound

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

and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Commercial Service

Beth Cate, Corporation Counsel

Adam Sater, Vice President-Commercial Operations

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:



2023

FOUR VISIT PREVENTIVE MAINTENANCE AGREEMENT

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

- I. **Scope of Service:** This is a preventive maintenance (PM) agreement. During the term of this Agreement, CSB shall provide PM and testing services for the Customer’s Covered Equipment (as identified below) located at the following addresses:

Banneker Community Center, 930 W. 7th St., Bloomington, IN 47404
Allison Jukebox Community Center, 351 S. Washington St., Bloomington, IN 47401

- a. Services provided by CSB to Customer will include the following, where applicable:

Spring – Cooling PM

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

Fall – Heating PM

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

b. **Covered Equipment:** The Customer's equipment covered by this Agreement ("Covered Equipment") is as follows:

- **Banneker Community Center**
 - Two (2) Package Units
 - Two (2) Split Systems
 - One (1) Tankless Water Heater
 - One (1) Kitchen Hood with Exhauster
- **Allison Jukebox Community Center**
 - Three (3) Split Systems

c. **Maintenance Schedule:** CSB will plan service at the following times:

- Full preventive maintenance with filter replacement
 - April 2023 & October 2023
- Filter replacement only
 - July 2023 & January 2024

II. **Services Not Included:** The services to be provided by CSB under this Agreement are limited to those set forth in the Scope of Service. This Agreement shall not include inspection of electrical or mechanical equipment outside the Covered Equipment, any repairs or replacements required because of negligence, misuse of equipment, any repairs or materials necessary because of fire, flood, acts of God, a shortage of electrical supply, sabotage, vandalism, damage caused by freezing, or any service or material not specifically set forth in this agreement.



- III. **Additional Repairs and Service:** In some cases, the maintenance and testing performed by CSB will result in a recommendation that additional services and materials (i.e. not included within the Scope of Service) be performed for the Customer. In such event, CSB shall obtain approval from the Customer (by its representative) before any work outside the Scope of Services is performed. Any such work outside the Scope of Service, including parts and labor, shall be invoiced separately and shall be the responsibility of the Customer. In most cases, repairs outside the Scope of Service can be accomplished within one to three days. However, in some case, additional time is necessary.
- IV. **Price:** Customer shall pay CSB the sum of \$1,438.77 (Banneker) and \$880.06 (Allison Jukebox) for performance of the services set forth in this agreement. This amount shall be paid in one (1) installment which is due within 30 days upon signing of contract. In the event CSB is required to employ an attorney to enforce the terms of this agreement, Customer shall be responsible for reasonable attorney fees and costs incurred.
- V. **Limitation of Liability:** Customer agrees that this is a limited services agreement. Therefore, Customer agrees that CSB shall not be responsible for any damage to Customer's personal property or personal injury, loss of income or loss of revenue to Customer or its employees or patrons arising out of the work performed by CSB under this Agreement. CSB provides a limited warranty on service work performed under this contract.
- VI. **Term and Termination:** The term of the Agreement is for one (1) calendar year and commences upon the date of signature of both parties. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event Customer has paid the full agreement price as of the date of termination, then CSB shall return the pro-rated unused portion of the contract price to Customer.

By their signatures below, the parties agree to be bound by the above and foregoing terms and conditions.

**COMMERCIAL SERVICE OF
BLOOMINGTON, INC. ("CSB")**

**BLOOMINGTON PARKS &
RECREATION
"CUSTOMER"**

Mindy Query 4.10.23
By Date
Mindy Query
Printed Name
Commercial Contracts Manager
Title
mquery@commercialservice.com
Email

By Date
Printed Name
Title
Email
Tax Exempt Status
☐ Yes
☐ No
Tax Exempt #
If Yes, please include a copy of your ST-105

EXHIBIT B

“Project Schedule”

Maintenance agreement begins May 1, 2023 and ends on April 30, 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.

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: B-1 Date: 4-19-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: April 5, 2023
SUBJECT: BRAVO AWARD – LIZZIE JOHNSON

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Lizzie Johnson with the April Bravo Award.

Background

Lizzie Johnson is a science teacher at Bloomington High School North and the MCCSC District Science Coordinator. While she may not be a traditional “in the field” volunteer, she is one of our most important and valued contributors.

In her role at North, Lizzie assists myself and Rebecca with the finding of high school group leaders for our Leonard Springs Nature Days events in the fall and spring. She recruits her best and most reliable students to come out and volunteer with us, providing us with over 40 students since I began with the department last April. She ensures that the students know exactly when and where to arrive for the day, as well as making sure that they view the necessary training videos beforehand.

As I’m sure you know, Leonard Springs Nature Days are some of our most volunteer-intensive events and we couldn’t do it without Lizzie’s amazing help!

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: 4-19-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Shelby Drake, Health and Wellness Coordinator
DATE: April 25, 2023
SUBJECT: STAFF INTRODUCTION

Recommendation

This report is for the information of the Board.

Background

Shelby Drake, RD is a Registered Dietitian starting with Bloomington Parks and Rec. April 3rd, as the Health and Wellness Coordinator. Shelby graduated from IU Bloomington in 2016 with a Bachelor's degree in nutrition and dietetics. She completed her dietetic internship with Marywood University, in Scranton, PA and passed the dietetic licensing exam in 2018.

Shelby joins Bloomington Parks and Recreation after 5 years as a Registered Dietitian with IU Health. She has worked in the public health space, working with children, adolescences, and adults utilizing nutrition to help manage diabetes, chronic kidney disease, obesity, and hypertension. She spent the last 3 years specializing in the management of eating disorders with IU Health Riley Children's Hospital.

Shelby is excited to utilize her nutrition background to support and promote health and wellness initiatives with Bloomington Parks and Recreation. In her free time, she enjoys hiking with her husband, son and two dogs, and trying out new restaurants.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Shelby Drake". The signature is fluid and cursive.

Shelby Drake, RD, LD
Health and Wellness Coordinator



Agenda Item: B-3
Date: 4-19-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Chris Hamric, Sports Specialist
DATE: April 25, 2023
SUBJECT: STAFF INTRODUCTION – CHRIS HAMRIC, SPORTS SPECIALIST

Background

My name is Chris Hamric, and I recently joined the Parks & Recreation staff as the Sports Specialist for Twin Lakes Sports Park and Frank Southern. I grew up here and have coached here for most of my adult life. I have spent the last four years of my life coaching the Bloomington Blades High School hockey team followed by coaching a travel team based out of Cincinnati where we focussed on building a culture of young men and women who did things the right way and grew as people and improved as athletes. I recently got married and enjoy spending time with my wife, Mary, and our two dogs, Cooper and Puck.

I am ready to and excited about stepping into my role here at the City of Bloomington. I am excited about helping the youth and adults of Bloomington have welcoming spaces to recreate. I am excited to be working in sports, and I look forward to working with all of you here at the City.

RESPECTFULLY SUBMITTED,

Chris Hamric, Sports Specialist



Agenda Item: B-3
Date: 04/19/2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Ben Flake, Winslow Laborer
DATE: April 25, 2023
SUBJECT: STAFF INTRODUCTION – BENJAMIN FLAKE, WINSLOW LABORER

Background

My name is Ben Flake, I'm 28 years old and I am a born and raised in Bloomington. I grew up paddling Lake Monroe, ice fishing at Lake Griffy, playing baseball at Winslow, and football at Olcott Park. I just recently bought my first house with my beautiful fiancé and we both are very happy and loving life. I have recently took the opportunity on becoming the head sports laborer at Winslow Sports Complex. I was 19 when I started ball field maintenance for the City of Bloomington. It's always made me happy when I get to see hard work pay off and see smiling faces playing ball all weekend. I am excited to continue to put in the hard work for the families and children of Bloomington.

RESPECTFULLY SUBMITTED,

Ben Flake, Winslow Laborer



STAFF REPORT

Agenda Item: C-1 Date:

Administrator Review\Approval

TO: Board of Park Commissioners
FROM: Mark Sterner, General Manager, Twin Lakes Recreation Center
DATE: April 19, 2023
SUBJECT: APPEAL OF SUSPENSION FROM TWIN LAKES RECREATION CENTER

Recommendation

Staff recommends upholding the suspension from the Twin Lakes Recreation Center issued to Stuart Eaton on April 12, 2023.

Background

Mr. Eaton was initially suspended from the Twin Lakes Recreation Center for a three month period. The notification of the three month suspension was provided to Mr. Eaton on March 9, 2023. The original three month suspension was in violation of City Policy 11080 Rules of Conduct outlined in the Behavior Guidelines which constituted a major violation(s).

A lifetime suspension was issued when Mr. Eaton violated the original suspension when he entered the Twin Lakes Recreation Center on March 30, 2023 at 9:40pm.

On April 12, 2023 the one year suspension was amended from a lifetime suspension to one year suspension. This was amended to in accordance with the policy.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Mark Sterner".

Mark Sterner, General Manager Twin Lakes Recreation Center



STAFF REPORT

Agenda Item: C-2 Date: 4-19-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: April 25, 2023
SUBJECT: POLICY UPDATES TO THE MEMORIAL/HONORARY BENCH PROGRAM

Recommendation


Staff recommends approval of the updates made to Policy 13120 (Memorial Benches in Parks). Program). These changes are simply logistical updates with regard to the programs' procedures, plaque specifications and policies.

Background

The Parks and Recreation Department has a Policy Manual that guides the procedures and processes for the department. Periodically these policies are reviewed and updated as our facilities and processes change. Updating the Policy Manual is also a requirement in the CAPRA accreditation standards.

The last policy updates for this program occurred in 2007.

RESPECTFULLY SUBMITTED,



Barb Dunbar, Operations Coordinator



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities

Memorial/Honorary Benches in Parks: 13120

Date: September 25, 2007

Reviewed: October 9, 2020

POLICY RE: Memorial/Honorary Bench Program ~~Benches in City Parks~~

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The Memorial/Honorary Bench Program was established by the Bloomington Board of Park Commissioners to provide citizens an opportunity to honor or memorialize a loved one by placing a bench in or along a beautiful City of Bloomington park or trail.

Procedures

1. Individuals or groups must make requests to the Bloomington Parks and Recreation Department by completing the Memorial/Honorary Bench Program order form. Requests will be forwarded to the Bloomington Parks and Recreation Administrator or other designated representative.
2. Payments will cover the costs of the bench (including freight), memorial/honorary plaque, installation and a concrete pad on which the bench is installed.
3. The park bench shall be purchased by the Department and will be shipped to the Operations Center. The Donor will be advised of the total cost of the bench, which will include shipping costs, and shall pay this full cost prior to the bench being ordered.

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Plaque and Bench Specifications

1. All benches are a specific type and style, purchased directly by the Department from a predetermined manufacturer of the Department's choosing.
2. Benches are constructed of slatted steel, a material that has proven to be attractive, durable, and resistant to vandalism.
3. A 2" x 10" personalized plaque, if requested, will be installed by the bench manufacturer and mounted to the inside of the back of the bench.
4. The size of the font will be determined by the number of lines in the text submitted by the donor. The manufacturer will provide a final draft proof of the plaque which the Donor will be required to sign off on.

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Policy

1. The Department will make every effort to honor the Donor's choice of location for the bench; however, final approval regarding location shall be at the discretion of the Department.
2. Plaque personalization message/text is subject to review and final approval by the Board of Park Commissioners.
3. Benches will be installed year round by Department staff, on a schedule based on availability of labor and material, weather conditions, condition of park grounds, and overall Department priorities.

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CITY OF BLOOMINGTON
Parks and Recreation

Parks & Facilities

Memorial/Honorary Benches in Parks: 13120

Date: September 25, 2007

Reviewed: October 9, 2020

4. The Department shall provide, at its expense, the labor, equipment, and material necessary for assembly and installation.
5. Grounds keeping and related maintenance on and around the bench shall be provided by the Department.
6. No landscaping is provided. No plantings shall be installed by the Donor or others without the prior written approval of the Department. Unauthorized landscaping or planting of any type may be removed by the Department without notice or approval from the Donor.
7. In the event of vandalism, or other unanticipated events or acts, benches are warranted for five (5) years against damages. If damaged beyond use within the first five years, the Department will replace the bench/plaque. ~~the Department shall bear no financial responsibility for replacement of the park bench, plaque, or any related appurtenances.~~

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1. Type of bench proposed by Donor shall meet approval of the City of Bloomington Parks and Recreation Department. Bench should be similar to existing benches installed at the park location, as in the type, style, manufacturer, materials, length, dimension, and overall appearance.

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(Example: A park bench donation @ Miller Showers Park must be identical to the existing black steel benches currently placed. Benches on the Clear Creek Trail must be of the identical recycled plastic lumber style and color currently found on the trail.

2. The park bench shall be purchased by the Department and will be shipped to the Operations Center. The donor will be advised of the bench cost, estimated shipping cost, plaque cost, and shall pay this full cost to the Bloomington Parks Foundation prior to the bench being ordered. Shipping costs in excess of the estimated amount shall be paid by the Donor prior to bench installation.
3. The Department shall provide, at its expense, the labor, equipment, and material necessary for assembly and installation. The Donor may request an installation date and the Department shall endeavor to honor this requested timetable. However, the Department shall ultimately determine the date for installation based on availability of labor and material, weather conditions, conditions of park grounds, and overall priorities.
4. The Department shall retain final approval in all cases as to the placement location for the bench.

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CITY OF BLOOMINGTON
Parks and Recreation

Parks & Facilities

Memorial/Honorary Benches in Parks: 13120

Date: September 25, 2007

Reviewed: October 9, 2020

- ~~5. Grounds keeping and related maintenance on and around the bench shall be provided by the Department.~~
- ~~6. No landscaping is provided. No plantings shall be installed by the Donor or others without the prior written approval of the Department. Unauthorized landscaping or planting of any type may be removed by the Department without notice to or approval from the Donor.~~
- ~~7. A remembrance plaque, if requested, may be mounted to the back or side of the bench and shall be limited in size to approximately 2 1/2" tall x 10" in length. The Donor shall take responsibility for purchasing and delivering the plaque for installation by the Department per approved specifications.~~
- ~~8. In the event of vandalism, or other unanticipated event or act, the Department shall bear no financial responsibility for replacement of the park bench, plaque, or any related appurtenances.~~

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STAFF REPORT

Agenda Item: C-3 Date: 4-19-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: April 25, 2023
SUBJECT: POLICY UPDATES TO THE MEMORIAL/HONORARY TREE PROGRAM

Recommendation


Staff recommends approval of the updates made to Policy 13020 (Commemorative Tree Program). These changes are simply logistical updates with regard to the programs' procedures, plaque specifications and policies.

Background

The Parks and Recreation Department has a Policy Manual that guides the procedures and processes for the department. Periodically these policies are reviewed and updated as our facilities and processes change. Updating the Policy Manual is also a requirement in the CAPRA accreditation standards.

The last policy updates for this program occurred in 2009.

RESPECTFULLY SUBMITTED,



Barb Dunbar, Operations Coordinator



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities

Memorial/Honorary Tree Program: 13020

Date: October 27, 2009

Reviewed: April 2023

POLICY RE: ~~Commemorative~~ Memorial/Honorary Tree Program

The ~~Commemorative~~ Memorial/Honorary Tree Program was established by the Bloomington Board of Park Commissioners and the Bloomington Community Parks and Recreation Foundation, Inc., to provide citizens the opportunity to participate in a high quality ~~commemorative~~ memorial/honorary tree planting program for city parks.

Procedures:

1. Individuals or groups must make requests to the Bloomington Parks and Recreation Department by completing the ~~commemorative tree~~ Bloomington Tree Fund donor form. Requests will be forwarded to the Bloomington Parks and Recreation Administrator or other designated representatives for review.
2. Donations will cover costs of the tree, plant material, labor, and a memorial/honorary plaque. The plaque will be etched limestone.
3. Donors may choose to elect the "Tree Only" option and forgo the Memorial/Honorary plaque, or choose an existing tree and purchase a plaque.

Plaque Specifications:

The plaque will be located at ground level in front of the tree and ~~limited to the following~~ engravings follow these layout guidelines:

Line I Scientific Name of Tree
Line II Common Name of Tree
~~Line III Commemorating~~
~~Line IV Donor's Name~~
Maximum of three lines specified by donor

Each line will be limited to a maximum of 25 spaces. If more lines are required, then letter size will be reduced. The year of installation will be engraved in the lower right corner of the plaque.

Policy:

All plaques and trees are to be prepared and installed by the City of Bloomington.

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CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities

Memorial/Honorary Tree Program: 13020

Date: October 27, 2009

Reviewed: April 2023

1. ~~Time of planting will be determined by the season, availability of plant material, and the development schedule for the selected planting site.~~ Tree and plaque orders received between October 1 and April 30 will be planted in the spring, pending weather conditions. Orders received between May 1 and September 30 will be planted in the fall pending weather conditions.
2. Plaque personalization message/text is subject to review and final approval by the Board of Park Commissioners.
3. Donors may request a specific park and site as choice for planting, but final decision of site rests with the Bloomington Parks and Recreation ~~Administrator~~ Urban Forester or their designated representative.

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Facilities Policies - 13020

Date: May 20, 1999

Accreditation Standard #:

4. ~~The Bloomington Parks and Recreation Department's Urban Forester will exercise the usual care in planting and maintenance of the plantings but cannot guarantee replacement of trees or plaques lost by vandalism, disease, or due to poor weather conditions. All trees carry a one year warranty from the time of planting. The Parks and Recreation Department provides lifetime maintenance of the tree, and will replace trees if they die or otherwise fail within 15 years after planting. Plaques are warranted for five years against theft or damages.~~
5. If the original site where the tree is planted is needed for park development, the donor agrees ~~that the tree may need to be removed or transplanted, as determined by the department. Every~~ effort will be made to save the tree and keep it as healthy as possible.
6. Donors may ~~select~~ provide preferences for the variety of species to be planted, as provided the species is on the City of Bloomington's approved interior tree species list (found in municipal code Title 20). All tree plantings will be a minimum of 2" in caliber. The Bloomington Parks and Recreation Department reserves the right to reject any donation which is deemed not in the best interest of the department.

The donor's plaque will be secured through the Bloomington Community Parks and Recreation Foundation.

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STAFF REPORT

Agenda Item: C-4 Date: 4-19-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Name, Title
DATE: April 25, 2023
SUBJECT: COMMERCIAL SERVICE HVAC REPLACEMENT CONTRACT AT
BANNEKER COMMUNITY CENTER

Recommendation

Staff recommends approval of contract to Commercial Services, to replace HVAC systems at Banneker Community Center. The total bid was for \$58,200, to be paid from funding source G21005-54420 (Parks ARPA)

Staff received three quotes for the project and Commercial Services was the lowest.

Background

Banneker, built in 1915 has several HVAC units. In recent years, there have been continual issues with the different units and at one point last summer there was no air conditioning in the kitchen during camp. The HVAC systems that are being replaced were installed in 2002 (3rd floor & kitchen), and 2006 (gym roof). Attached is an inventory of units Commercial Services included as part of their quote that better illustrates equipment needs.

RESPECTFULLY SUBMITTED,

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

Kevin Terrell, Program and Facility Coordinator, Banneker Community Center

2023-January

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Commercial Service
FOR
HVAC replacements at Banneker Community Center**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Commercial Service ("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 11/30/2023 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 Kevin Terrell, as the Department's Project Manager. Contractor agrees that any information or documents, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty eight thousand two hundred dollars and no cents (\$58,200). 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:

Kevin Terrell
City of Bloomington Parks and Recreation
401 North Morton Street, Suite 250, Bloomington Indiana, 47402

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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		Commercial Service
Attn: Kevin Terrell		Attn: Adam Sater
930 West 7 th Street		4710 W Vernal Pike
Bloomington Indiana 47402		Bloomington Indiana 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

Article 28. Living Wage.

Contractor is considered a “covered employer” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 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 and 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

Commercial Service

Beth Cate, Corporation Counsel

Adam Sater, Vice President-Commercial Operations

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:

Third floor 5ton Bryant 2002 Rooftop Unit (RTU)

- Replace with Carrier 5ton rooftop unit (no curb adapter needed)

- Gas line connections and new fittings if needed

- Fresh air economizer

- Crane included

\$8940, includes labor and materials

Kitchen 3ton Trane 2002 Heat Pump System

- Replace outdoor unit with Trane 14 SEER 3ton Heat Pump

- Replace indoor unit with Trane 14 SEER 3ton Air Handler w/15kw heater

- Relocate thermostat to other side of wall

\$6200, includes labor and materials

Gymnasium 15 ton Trane 2006 Rooftop Unit (RTU)

- Replace with Trane 15 ton rooftop unit

- new roof curb adaptor will be needed

- gas line connections and new fittings if needed

- fresh air economizer

- Crane included

\$24,900, includes labor and materials

First and Second Floor Trane 2014 Air Conditioner, Air Handler, and Reznor Duct Heater

- Replace outdoor unit with Trane 14 SEER 3 ton Heat Pump

- Replace indoor unit with Trane 14 SEER 3 ton Air Handler

- Replace Reznor Duct Heater with both flue pipes coming off heater. Will replace the flue pipe that is exposed in the mechanical room.

- Gas line connections and new fittings if needed

\$19,980, includes labor and materials

Subtotal: \$60,020

If approved all at same time (3% discount): \$58,200

EXHIBIT B

“Project Schedule”

Work will begin in fall of 2023, and be finished by November 30, 2023

STATE OF INDIANA)
)SS:
COUNTY OF Monroe

9
Mid Service Contract

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-5 Date: 4-19-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: April 25, 2023
SUBJECT: PARTNERSHIP AGREEMENT WITH IU FOR TREE PLANTING SURVEYS

Recommendation

Staff recommends the approval of a partnership agreement with IU for three rounds of surveys. One post-planting survey for the first round of the Bicentennial tree planting, and a pre- and post-planting survey for a similar round of tree planting in late 2023/2024. The goal is to gauge public interest in trees and tree planting projects, and acquire other valuable data for Urban Forestry to incorporate into future projects.

Amount not to exceed: \$9,800

Funding Source: 980-18-18018C-54510

Background

The City of Bloomington previously partnered with IU for a pre-planting survey for the first round of the Bicentennial plantings. The results were both informative and interesting, and Urban Forestry would like to continue these surveys to hear more information from the public to be able to adjust accordingly for future projects. They surveys also provide an avenue for Urban Forestry to become a more well-known program within the City of Bloomington.

RESPECTFULLY SUBMITTED,

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

Haskell Smith, Urban Forester

**PARTNERSHIP AGREEMENT WITH
TRUSTEES OF INDIANA UNIVERSITY,
FOR**

CITY OF BLOOMINGTON URBAN FOREST MAIL-BASED SURVEY STUDIES

This agreement is made and entered into this _____ day of _____ 2023, by and between the Bloomington Parks and Recreation Department, (BPRD, hereinafter referred to as “City”) and, Trustees of Indiana University (hereinafter referred to as “IU”) on behalf of its researchers, Stephanie Freeman-Day, PhD student, and Dr. Burnell Fischer, (hereinafter referred to as “the Research Team”).

WHEREAS, the City of Bloomington Department of Parks and Recreation and IU and its Research Team wish to evaluate impacts of city tree planting, maintenance, and citizen understanding of the urban forestry program; and

WHEREAS, the City of Bloomington Department of Parks wishes to conduct three surveys based on Bicentennial tree plantings: a “post” survey for phase two of the project (completed in 2022), and both a “pre” and “post” survey for the upcoming phase three of the Bicentennial tree planting project (scheduled for 2024); and

WHEREAS, the City of Bloomington Department of Parks and owns and maintains records of planting locations and projects; and

WHEREAS, the City wishes to allow the Research Team access to data sharing of tree planting locations and outcomes and support monetarily these efforts through printing and postage reimbursement of survey materials, not to exceed Three Thousand Two Hundred Fifty Dollars and zero cents (\$3,250.00) per survey; and not to exceed Nine Thousand Eight Hundred and Zero Cents (\$9,800.00) for the lifetime of this agreement; and

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

- 1. Purpose of the Agreement.** The purpose of the Agreement is for the City to allow IU and the Research Team access to planting project information and locations to produce and solicit survey responses of impacted individuals. In turn, IU and the Research Team will provide data and results resulting from the survey process.
- 2. Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until December 31, 2024, unless terminated in accordance with paragraph eight (8).
- 3. Use of City data.** The City hereby grants the Research Team access to tree planting data as follows:

The Research Team will be provided adjacent home address that are being examined for potential new street tree planting by the City’s urban forestry program, information on if a planting was completed, the species of tree planted, and information regarding outreach for these planting projects.

- 4. Deliverables.** IU and the Research Team agree to conduct mail-based surveys to gather community member responses related the City’s urban forestry program and projects.

IU and the Research Team will provide raw and evaluated data of solicited survey responses back to the City to examine the outcomes of the City's urban forestry program. The final product shall be presented to the City in the form of a short report and presentation documenting the survey(s) process and results.

5. **Monetary Support.** The City will provide support for printing and postage of survey materials not to exceed Three Thousand Two Hundred Fifty Dollars and zero cents (\$3,250.00) per survey and not to exceed Nine Thousand Eight Hundred Dollars and Zero Cents (\$9,800.00) for the lifetime of this agreement. Each to be paid upon receipt of invoice of printing and/or postage invoices.
6. **Publications.** City acknowledges that the free dissemination of information is an important policy of IU. In accordance with its policies, IU may retain a copy of the data arising out of the performance of this Agreement, and retains the right to use such data or the results of the project, including but not limited to any information included in the reports provided to City, for its own publication, presentation, instructional or non-commercial research objectives.

7. **Notice and Agreement Representatives**

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

Trustees of Indiana University
Research Contracting
317-278-3473

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

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

Trustees of Indiana University
Research Contracting
317-278-3473
509 E. 3rd Street
Bloomington, IN 47401-3654
iuaward@iu.edu

Bloomington Parks and Recreation
Haskell Smith, Urban Forester
812-349-3716
401 N. Morton St.
Bloomington, IN 47403
smithh@bloomington.in.gov

8. **Termination.** This contract may only be terminated by either party in writing with thirty (30) days' notice. Should the Agreement be terminated before expiration, City will reimburse IU for all expenditures and non-cancelable commitments incurred prior to termination not to exceed the total amount of the Agreement.
9. **Release and Hold Harmless.** IU, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by the negligence of releasees.
10. **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.

- 11. Disputes.** Both parties shall work together in good faith in attempt to resolve any dispute arising under this Agreement. Any dispute or proceeding under this Agreement shall be subject to the jurisdiction and venue of the courts of the State of Indiana, United States of America or the United States Federal courts having jurisdiction in Indiana, and both parties hereby consent to the personal jurisdiction and venue of these courts.

WHEREFORE, the parties have entered into this Agreement on this _____ day of _____ 2023.

City of Bloomington

Trustees of Indiana University

Paula McDevitt, Director
Bloomington Parks and Recreation

Kyla Fish, Contract Officer

Kathleen Mills, Park Board President
Board of Park Commissioners

Beth Cate, Corporation Counsel

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: _____



STAFF REPORT

Agenda Item: C-6
Date: 4-17-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: April 25, 2023
SUBJECT: 2023 BICENTENNIAL DOWNTOWN TREE PLANTING PROJECT

Recommendation

Staff recommends the approval of contract with Davey Resource Group for the planting of 90 trees in the downtown area. This project will utilize funds from the Bicentennial Bond fund.

Amount: \$146,836.00

Funding source: 980-18-18018C-54510

Background

This is the second installment of the Bicentennial Bond funding tree plantings in the City of Bloomington. This project focuses on 90 locations in the downtown area. This project will replace 24 poor health trees, 11 of which were Callery Pears. Where new plantings occur, this project will also bring tree grates into compliance with the UDO, and replace older style grates with ADA-compliant grates.

RESPECTFULLY SUBMITTED,

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

Haskell Smith, Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CONTRACTOR
FOR
2023 DOWNTOWN BICENTENNIAL TREE PLANTING**

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

WITNESSETH:

WHEREAS, the Department wishes plant street trees in the Downtown area of Bloomington; and

WHEREAS, the Department requires the services of a professional Contractor in order to plant the amount of trees in the Scope of Work (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 1, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with 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 One Hundred Forty Thousand Eight Hundred Thirty Six Dollars and Zero Cents (\$146,836.00). 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 on a monthly basis for the percentage of work completed towards 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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

The term of this Agreement shall be until December 31, 2024, commencing on the effective date. This Agreement may be renewed for one additional terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor, which the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term. If the parties wish to renew the Agreement, Contractor may submit an increased fee for the services to be performed during the additional term. The City may then decide whether or not to move forward with the renewal.

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 supply chain issues, 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 long term backorder which prevents completion of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify the 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 tree planting 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 to the extent caused 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") during their performance of this Agreement. 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. Notwithstanding anything to the contrary in this Agreement, Contractor's indemnity, defense, and hold harmless obligations will not extend to any claim or liability that is alleged to be caused by the negligence or willful misconduct of the indemnified party or other third party not controlled by Contractor; rather, such indemnification claims will be administered based upon a determination of the degree of comparative fault of each party. Contractor retains the right to select counsel reasonably acceptable to the indemnified party, the indemnified party will provide reasonable cooperation and not unreasonably withhold consent to settle any claims for which Contractor is providing defense or indemnification. Notwithstanding anything to the contrary, in no event will Contractor be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, and in no event will Contractor's aggregate liability arising out of this Agreement, or the services performed exceed the amount of the applicable insurance limits set forth in the Agreement.

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 \$5,000,000 for each occurrence and \$5,000,000 in the aggregate.
- b) Automobile Liability Insurance, with a minimum combined single limit of \$5,000,000 for each person and \$5,000,000 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 included 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		Davey Resource Group, INC
Attn: Haskell Smith		Attn: Aren Flint
401 N. Morton, Suite 250		5641 W. 73 rd St.
Bloomington, Indiana 47404		Indianapolis, IN 46278

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

Article 28. Living Wage

Contractor is considered a “covered employer” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 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, 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.

Article 29. Retainage

For contracts in excess of \$100,000 and for which the Contractor requested Progressive Payments on its Response Form, the Department requires that retainage be held set out below.

- a) **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.
- b) **Retainage Amount** The escrow agent, Contractor, and Department shall enter into a written escrow agreement. Under that agreement, the Department 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 the 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.

- c) **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Contractor and the Department that the Contract work has been substantially completed to the reasonable satisfaction of the Department, at which time the Department 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 the Department 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.
- d) **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 Department, the Department 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 Department that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Department or another party under contract with the Department, said funds shall be released to the Department.

Article 30. Force Majeure

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable or responsible to the City, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if Contractor's failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of Contractor.

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

CITY OF BLOOMINGTON

Davey Resource Group, INC

Beth Cate, Corporation Counsel

Karen Wise, Executive Vice President

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

1. The Contractor shall plant trees in locations identified by the City of Bloomington’s Urban Forester on the “Planting Locations” document (Appendix A).
2. The general distribution of tree species utilized for planting shall be selected in accordance with the prescribed species ratios in the “Species Palette” (Appendix B).
3. The trees to be planted are categorized as “small”, “medium” and “large.” (See Appendix B) for list of species considered small, medium, and large).
4. The Contractor is being asked to provide a per tree price for the planting of 90 trees (listed in Appendix A).
5. The Contractor shall provide a list of preliminary trees species selected for each site, based on attached Exhibits, for review and approval from the Urban Forester.
6. The Contractor will contact 811 to have underground utilities marked before digging for all sites.
7. The Contractor shall plant trees in accordance to ANSI A300 Part 6 – *Planting and Transplanting* standards, ANSI Z133.1 standards for tree worker safety, and other applicable ANSI A300 standards. Either 25 gallon containerized or ball-and-burlap trees may be utilized for planting. Trees shall have a caliper of 2 to 2.5 inches if using containerized or ball-and-burlap. Preference is for local hardiness zone sourced containerized trees.
8. **Tree Planting instructions as follows for Non-Tree pit areas defined in Appendix A with the term “street verge”**
 - a. **Inspect the tree** - Contractor shall carefully remove the soil at the top of the container or root ball to locate the trunk flare. Check for girdling roots and damage to the root system and lower trunk. Only trees of acceptable quality are to be used for planting.
 - b. **Site prep**- Stump removal or old root ball removal may be necessary
 - c. **Dig the hole** - The hole may be a minimum of 1.5 times the diameter of the container or rootball diameter. The center of the planting hole must be excavated to the depth of the bottom of the rootball to the trunk flare. Dig the hole and leave an undisturbed “pedestal” in the center to allow for future soil settling. Any site with underground utilities within 3 feet shall be hand dug, or use of equipment such as a vacuum truck is also acceptable. If utilizing a vertical auger for digging site, the Contractor must backfill the hole and tamp the soil, as necessary, to establish an appropriate planting depth.
 - d. **Rootball preparation** - Loosen and straighten outside and bottom roots prior to placing the rootball in the hole. The rootball may be up to 1 inch above or below ground level. Winding and girdling roots shall be pruned to either the point they are perpendicular to the rootball, or a point where they can be straightened and placed perpendicular to the rootball. Remove burlap and twine from top of rootball, remove any synthetic material. Keep the roots moist during this process.
 - e. **Backfill** –After tree placement, backfill the hole with the soil removed from the site, holding the trunk and central leader to ensure a straight upright position. Fill the entire hole level with existing soil grade. Root flare shall be within one inch of existing surrounding soil grade. If any soil is remaining, such as a soil ring around the tree from auguring, this is to be removed. In the event that the soil removed is not enough to fill

hole to surrounding grade, contractor shall remediate issue by the addition of loam soil, or high organic content soil to finish grade.

- f. **Staking** - Remove the nursery stake and any associated ties, twine or tags from the tree, if present. Where possible a root anchor product is preferred. Otherwise install four stakes in a diamond or square around tree, at least 2 feet into the native soil outside the rootball. One tie per stake must be placed at the lowest point on the trunk where the tree crown stands upright. Ties must be loose enough so the tree can move in the wind, but taut enough that the tree does not rub the stakes during movement.
 - g. **Mulch** - Apply 2-4 inches deep of bark mulch or other organic mulch over the planting hole, remaining at least 4 inches away from the trunk flare.
 - h. **Watering** - After planting and staking the tree, apply water using a lower pressure application for a time long enough to saturate the rootball and planting area. Install a watering bag, such as a TreeGator to all trees planted. Contractor is responsible for watering until the nine (9) month post planting visit.
9. **Tree Planting instructions as follows for Tree pit areas defined in Appendix A with the term "Tree Pit". To comply with City Code 20.04.080(f)(3)(D) while the trees are being replaced, non-compliant tree pits shall be brought up to city code.**
- a. **All trees installed in tree grate locations will need to be in a 61 inch by 61 inch square. If location does not conform to this standard, the surrounding concrete shall be cut and removed to make the tree pit a 61 inch by 61 inch square.**
 - b. **Tree Grates**- all sites that need expansion or grate updates are defined in Appendix C
 - c. **Inspect the tree** - Contractor shall carefully remove the soil at the top of the container or root ball to locate the trunk flare. Check for girdling roots and damage to the root system and lower trunk. Only trees of acceptable quality are to be used for planting.
 - d. **Site prep**- Stump removal or old root ball removal may be necessary, as well as conforming to section A of part 9.
 - e. **Dig the hole** - The hole may be a minimum of 1.5 times the diameter of the container or rootball diameter. The center of the planting hole must be excavated to the depth of the bottom of the rootball to the trunk flare. Dig the hole and leave an undisturbed "pedestal" in the center to allow for future soil settling. Any site with underground utilities within 3 feet shall be hand dug, or use of equipment such as a vacuum truck is also acceptable. If utilizing a vertical auger for digging site, the Contractor must backfill the hole and tamp the soil, as necessary, to establish an appropriate planting depth.
 - f. **Rootball preparation** - Loosen and straighten outside and bottom roots prior to placing the rootball in the hole. The rootball may be up to 1 inch above or below ground level. Winding and girdling roots shall be pruned to either the point they are perpendicular to the rootball, or a point where they can be straightened and placed perpendicular to the rootball. Remove burlap and twine from top of rootball, remove any synthetic material. Keep the roots moist during this process.
 - g. **Tree Placement:** Tree trunk must be placed in the center of tree pit, approximately 30.5 inches from every side to center of trunk. Must allow room for Tree grate installation or reinstallation.

- h. **Soil Grade**- Surrounding soil grade in a tree pit is approximately three inches from surface of surrounding sidewalk to allow for tree grate framework installation, or tree grate reinstallation.
 - i. **Backfill** –After tree placement, backfill the hole with the soil removed from the site, holding the trunk and central leader to ensure a straight upright position. Fill the entire hole level with existing soil grade. Root flare shall be within one inch of existing surrounding soil grade. If any soil is remaining, such as a soil ring around the tree from auguring, this is to be removed. In the event that the soil removed is not enough to fill hole to surrounding grade, contractor shall remediate issue by the addition of loam soil, or high organic content soil to finish grade.
 - j. **Staking** - Remove the nursery stake and any associated ties, twine or tags from the tree, if present. Where possible a root anchor product is preferred so applicable tree grates can be immediately re-installed. Otherwise install four stakes in a diamond or square around tree, at least 2 feet into the native soil outside the rootball. One tie per stake must be placed at the lowest point on the trunk where the tree crown stands upright. Ties must be loose enough so the tree can move in the wind, but taut enough that the tree does not rub the stakes during movement.
 - k. **Mulch** – Where applicable Tree grates can be reinstalled, apply only enough mulch to reinstall grates, areas where no framework exists, or grates cannot be reinstalled mulch shall be applied in a manner deep enough to be flush with surrounding sidewalk grade.
 - l. **Watering** - After planting and staking the tree, apply water using a lower pressure application for a time long enough to saturate the rootball and planting area. Install a watering bag, such as a TreeGator to all trees planted. Contractor is responsible for watering until the nine (9) month post planting visit.
 - m. **Tree grates**- All grates that cannot be reinstalled post planting are to be stored at the location listed in Appendix C by the Contractor.
- 10. The Contractor shall visit all planted trees at approximately the nine (9) month post-planting date. The contractor shall adjust stakes, ties, and other hardware as necessary. All trees shall be examined for survival. The contractor shall provide a report to the Urban Forester of any non-surviving trees.
 - 11. Contractor shall clean-up work sites to pre-work conditions. All brush, logs, excess soil, and debris generated shall be disposed of by the Contractor. This includes sweeping of excess soil from sidewalks, roadways, and other hardscapes. All tags, twine and ribbons must be removed from the trees.
 - 12. Contractor shall provide all materials, labor, and equipment necessary to complete the project.
 - 13. Contractor shall communicate work schedule by area to be impacted at least two week in advance.
 - 14. Contractor shall, with the assistance of the Urban Forester, obtain any necessary right-of-way closure and no parking permits necessary to complete the project.
 - 15. Contractor must maintain a courteous and professional demeanor, remaining attentive at all times to employees and public.
 - 16. Contractor will provide phone number(s) to get in touch with the on-site supervisor during project in the event of an immediate need.

17. Contractor shall provide a final report at the end of the 9 month post visit to update the Urban Forester that includes: All sites planted with species and survivorship as well as any comments the Contractor has about the project, or any notable feedback received during this project.
18. Contractor shall provide a warranty for up to one (1) year, which includes replanting of trees that do not survive initial planting. This does not include replanting of trees lost due to vandalism.

EXHIBIT B

“Project Schedule”

Services for planting will be Spring 2023 (approximately Late February until daily high temperatures exceed 80 degrees Fahrenheit), with any remaining sites to be planted completed Fall 2023 (approximately when daily high temperatures drop back under 80 degrees Fahrenheit until the ground freezes) All planting shall be completed by December 31, 2023.

The nine month post-planting visits shall be completed by August 30, 2024.

Any tree needing replaced (identified at the nine month inspection) shall be replaced by December 31, 2024.

The entirety of services shall be completed by December 31, 2024.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Contractor

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

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

QUOTE TABULATION
for
"2023 Downtown Tree Planting Project"

Date: 4/12/23

Parks Division: Urban Forestry

Requested By: Haskell Smith

QTY.	SIZE	ITEM DESCRIPTION	Davey Resource Group, INC	N/A	N/A				
		Tree Planting	\$146,836.00						
		Watering	\$57,744.00						
		TOTAL	\$204,580.00	\$0.00	\$0.00				

Notes or Comments:

Bid opened on March 6th, and was uploaded to Bloomington Planroom, and was sent via email to seven sources. Bids closed April 6th at noon. Davey Resource group was the only response.



STAFF REPORT

Agenda Item: C-7
Date: 4-19-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: April 25, 2023
SUBJECT: REVIEW/APPROVAL OF AGREEMENT WITH SPECTRUM TRAIL DESIGN
TO COMPLETE SOUTH SECTION OF GRIFFY LOOP TRAIL

Recommendation

Staff recommends approval of this agreement. Funding Source: 980-18-18018B-54510
Total Dollar Amount of Contract: \$210,625

Background

This Agreement with Spectrum Trail Design will allow them to complete the south section of the Griffy Loop Trail. This approximately 4 mile trail will extend from the cove at the end of the pilot trail section constructed by Spectrum in 2022, west to the Griffy dam. The south section will connect to the soon to be constructed dam trail that will connect the trails on the south side of the lake to the trails on the north side of the lake. The south section of the Loop Trail will be completed by the end of 2023. The north section of the Griffy Loop Trail is slated for construction in 2024.

Itemized costs include:

Base Tread Establish	\$168,000.00
Stonework/Jackhammer/Cribwall	\$20,000.00
Armoring	\$6,375.00
Boulders	\$10,000.00
Trail Reclamation	\$6,250.00
Total Cost:	\$210,625

RESPECTFULLY SUBMITTED,

_____

Name, Title

2023-January

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
SPECTRUM TRAIL DESIGN
FOR
COMPLETION OF THE SOUTH SECTION OF THE GRIFFY LOOP TRAIL**

This Agreement, entered into on this ____ day of ____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Spectrum Trail Design ("Spectrum").

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 TWO HUNDRED AND TEN THOUSAND SIX HUNDRED AND TWENTY FIVE DOLLARS (\$210,625). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

STEVE COTTER
City of Bloomington Parks and Recreation
PO BOX 848 BLOOMINGTON IN 47402

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Contractor agrees that any information or documents, including digital GIS information, supplied by the City shall be used by Contractor for this project only, and shall not be reused or reassigned for any purpose. All documents and materials including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the City, and the City shall have a perpetual, irrevocable, worldwide, royalty-free, nonexclusive right to use all intellectual property embodied in such materials for its internal and external purposes. Contractor shall retain its ownership rights in intellectual property and other proprietary property (including but not limited to software and databases) developed, utilized or modified by Contractor in the performance of the Services.

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		Spectrum LLC
Attn: Steve Cotter		Alex Stewart
401 N. Morton, Suite 250		7493 Edgewater Dr.
Bloomington, Indiana 47402		Indianapolis, IN 46240

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

SPECTRUM TRAIL DESIGN

Beth Cate, Corporation Counsel

Alex Stewart, Proprietor

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:

Spectrum Trail Design will complete construction of the south portion of the Griffy Loop Trail between the west end of the pilot trail section and the Griffy dam using a combination of construction techniques including hand jackhammer, excavation, and crib wall construction. Spectrum’s cost estimate and map for this project are included below.

Griffy Lake -South Estimate 2023 Update					
		Approximate LF	Miles	Ave \$ per LF	Estimated Total Cost
South Trail - Base Tread Establish		21000	3.98	\$8.00	\$168,000.00
Stonework/Jackhammer/Cribwall		200	0.04	\$100.00	\$20,000.00
Armoring		75	0.01	\$85.00	\$6,375.00
Boulders					\$10,000.00
Trail Reclamation		5000	0.95	\$1.25	\$6,250.00
			<i>trail ave \$/LF</i>		
Lake Loop - South, Total - NTE		21275	4.03	\$9.14	\$210,625.00



This proposed corridor (green) is the focus of this estimate and the goal for construction for 2023. This conceptual alignment has been field-tested as part of the recent Master Plan update but will still need final approval from Indiana DNR Division of Nature Preserves before settling on final routing or beginning construction. As shown, this green route totals nearly 4-miles. The yellow segment was completed in Spring of 2022 as a demonstration project. the blue segment is the challenging north shore routing that will complete the nearly 6 mile Griffy Lake Loop.

EXHIBIT B

“Project Schedule”

Construction shall 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-8 Date: 4-21-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: April 25, 2023
SUBJECT: ADDENDUM TO THE 2023 PARTNERSHIP AGREEMENT WITH
BLOOMINGTON FOOTBALL CLUB

Recommendation

Staff recommends addendum to the 2023 partnership agreement with Bloomington Football Club.

Background

When the department drafts a partnership agreement with a potential partner a series of meetings take place to negotiate the commitments of each partner. In the course of negotiations a draft partnership agreement is routed electronically or in person several times until a final draft of the partnership agreement is acceptable by both partners. The final agreed upon partnership is then routed to Legal for review and entered into Board of Park Commissioner board packet. The Board reviews and approves each partnership agreement.

In the case of the 2023 Bloomington Football Club (BFC) partnership agreement, on March 14, 2023 after several back and forth edits by both partners, Parks emailed the final draft to the BFC. On March 15th, BFC (Mr. Jeremy Sweet) emailed approval of the partnership. However, in error a former draft copy of the partnership was routed to Legal, put in the board packet and was approved by the Board at the March 28, 2023 board meeting. This draft copy included items that Parks could not accommodate but that BFC wanted in the partnership. This error was captured when Mr. Sweet questioned why the emailed partnership agreement was different than the partnership received for signature. On April 17, 2023 Mr. Sweet signed the partnership agreement approved by the Board.

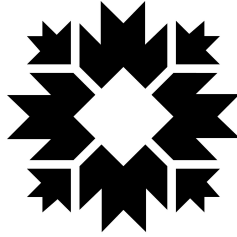
It was further noted by staff the details of Olcott Park fields usage and storage areas was not included in either copy of the partnership agreement. Therefore, the proposed addendum to the 2023 partnership agreement describes this usage.

RESPECTFULLY SUBMITTED,

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

Administrator

2023-January



CITY OF BLOOMINGTON
Parks and Recreation

**ADDENDUM TO PARTNERSHIP AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLOOMINGTON FOOTBALL CLUB**

(Entered into this ____ day of _____, 2023)

WHEREAS, in March 2023 the City of Bloomington Department of Parks and Recreation (“Parks”) and Bloomington Football Club (“BFC”) entered into a partnership agreement; and

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 partners do mutually agree to amend the Agreement as follows:

12. **Additional Agreements**

- f. Olcott Park – BFC will have access to store equipment (cones/soccer balls in the Olcott Concession Building; BFC can store soccer goals behind football score tower (Parks is not responsible for lost, stolen or damaged goals/equipment). Parking will be limited to Olcott parking lot (not on the grass) or Jackson Creek Middle School parking lot.

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

BLOOMINGTON PARKS AND RECREATION:

BFC:

Kathleen Mills, President
Board of Park Commissioners

Jeremy Sweet, President

Paula McDevitt, Parks Director

Beth Cate, Corporation Counsel



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



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 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

Practice/Games with lights (excludes field lining) \$20.00 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 soccer players, BFC is responsible for temporary, portable lighting at the expense of BFC. Field 6 will be maintained and annually repaired at reasonable times, as determined necessary by the City of Bloomington.
- 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 based upon weather and field conditions.
 - 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. If remediation is required, partial to full field closure may be required until

mole/vole remediation is complete. Partial to full field closure will be at the discretion of the City of Bloomington.

- 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 2 soccer fields in Winslow field 5.
 - 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 35-4711.1-4(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. All friendlies and/or scrimmages are limited to BFC constituencies only.
- b. The Winslow Field 5 baseball fences must remain as they are; BFC shall not alter the fences.
- c. Although BFC has priority on Winslow Field 5, any available times remaining after April 1, 2023 shall be offered and rented out to other groups.
- d. BFC shall move goals and other equipment off of Winslow 5 after a practice or match anytime they receive notice from the City of Bloomington prior to the start of that practice or match, provided that Parks have provided at least 24 hours' notice to BFC to allow BFC to coordinate removal of their equipment.
- e. 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.

f. Parks shall list BFC as an approved partner in all applicable marketing and advertising material where partners are generally listed.

g. BFC is to stay off the newly seeded and graded area on Field 5 until given permission by the City of Bloomington. Field 6 can be used by BFC until April 30.

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: D-2 Date: 4-19-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: April 25, 2023
SUBJECT: COMMUNITY EVENTS ANNUAL EVENT REPORT

Recommendation

For information only.

Background

This report is intended for information only and to highlight the many events and activities hosted this year by the Community Events Staff. The attached presentation slide deck reviews programs held from January – April and provides information for upcoming events and programs through the end of 2023. The presentation highlights community favorites such as the Farmers' Market, Community Gardens, Performing Arts Series, Fourth of July Parade, Touch a Truck and many more! It also highlights some new programming such as Indoor Winter Recess, Art of Giving, Teen Art Camp and the Summer Kickoff.

The Community Events Area is comprised of five dedicated staff with years of experience and commitment to the community. Thank you to Bill Ream, Crystal Ritter, Clarence Boone, Sarah Mullin and Tara Brooke.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Leslie Brinson". The signature is fluid and cursive, with the first name "Leslie" and last name "Brinson" clearly legible.

Leslie Brinson, Community Events Manager

2023-January



STAFF REPORT

Agenda Item: D-4
Date: 4-19-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: April 25, 2023
SUBJECT: 2022 ANNUAL REPORT

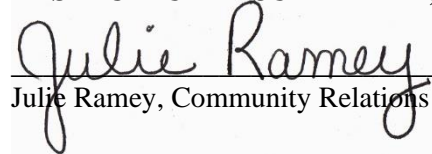
Recommendation

No action needed; for information only.

Background

The Annual Report contains unaudited financial data and participation numbers for January through December 2022. The Annual Report also includes highlights of Parks and Recreation capital and bond-funded projects.

RESPECTFULLY SUBMITTED,


Julie Ramey, Community Relations Manager