



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, May 16, 2023 4:00 – 5:30pm

Council Chambers
401 North Morton

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact Kim Clapp, Office Manager at clappk@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of and April 25, 2023 Regular Meeting
- A-2. Approval of Claims Submitted April 25, 2023 – May 15, 2023
- A-3. Approval of Non-Reverting Budget Amendments -None
- A-4. Review of Business Report
- A-5. Review of Credit Card Refund Report
- A-6. Approval of Surplus
- A-7. Approval of partnership agreement with Summer Star Foundation for Banneker Nature Club
- A-8. Approval of partnership agreement with Downtown Bloomington, Inc. for Fourth of July Parade
- A-9. Approval of contract with Professional Golf Car for Fourth of July Parade
- A-10. Approval of contract with Bruce Wilds Security for Fourth of July Parade
- A-11. Approval of service agreement with Aquatic Control Inc. for Griffy Lake Aquatic Vegetation Survey
- A-12. Approval of service agreement with Eco Logic, LLC for vegetation management at Wapehani Mountain Bike Park
- A-13. Approval of contract with Harrell Fish, Inc. for emergency water line repairs at Lower Cascades Park restrooms
- A-14. Approval of contract with Bluestone Tree for hazardous tree removal from Griffy Lake Nature Preserve
- A-15. Approval of partnership agreement IU for All Kids Swim

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Bravo Award - Paul and Linda Kern (Emily Buuck)
- B-2. Parks Partner Award - No Report
- B-3. Staff Introductions - Jason Sims, Cascades Golf Course Manager
Erin Freese-Posthuma, Banneker Program Specialist

C. OTHER BUSINESS

- C-1. Review/Approval to uphold Tree Work Permit denial for 2626 S. Bryan St (Haskell Smith)
- C-2. Review/Approval of facility suspension appeal (Mark Sterner)
- C-3. Review/Approval of contract with Bo-Mar Industries Inc. for design, fabrication and installation of public art element for the Miller-Showers Bicentennial Gateway (Tim Street)
- C-4. Review/Approval of revision to Policy 13090 – Animal Restrictions in Park Locations (Leslie Brinson)
- C-5. Review/Approval of contract with Chef for Hire, Inc for Banneker Summer Food Program (Kevin Terrell)
- C-6. Review/Approval of contract with Mother Nature Landscaping for watering services for the 2023 Downtown Tree Planting Project (Haskell Smith)
- C-7. Review/Approval of Peoples Park Special Use agreement with IU Arts and Humanities (Crystal Ritter)
- C-8. Review/Approval of Indemnification Agreement with First Capital for use of parking area for overflowing parking expected at the Switchyard Park Thursday concert series (Hsiung Marler)

- C-9. Review/Approval of contract with Neidigh Construction for structure removal at Griffy (Steve Cotter)
Lake Nature Preserve

D REPORTS

- | | | | | |
|------|-------------------------|---|-------------------------|------------------|
| D-1. | Administration Division | - | Award Recognition | (Julie Ramey) |
| D-2. | Recreation Division | - | Community Events Report | (Leslie Brinson) |
| D-3. | Sports Division | - | No Report | |
| D-4. | Operations Division | - | No Report | |

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/82098153142?pwd=RFdqUitibnNNWWo4aVdkYVRSNjFldz09>

Meeting ID: 820 9815 3142 Passcode: 453297

One tap mobile
+13092053325,,82098153142# US
+13126266799,,82098153142# US (Chicago)



A-1

05-16-2023

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, Israel Herrera and James Whitlatch

Absent: Ellen Rodkey

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

Jim Whitlatch made a motion to approve Consent Calendar A-1 through A-16. *Israel Herrera* seconded the motion. Vote take: unanimously carried 3-0

Board Comments: *Kathleen Mills stated:* in interest of time, agenda items would not be presented in order.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Bravo Award

Emily Buuck, Community Relations Coordinator presented Lizzie Johnson with the March Bravo Award for her assistance with finding high school group leaders for Leonard Springs Nature Days events. Over the past year, Lizzie had recruited over 60 or 70 of the best and most reliable students as volunteers. Lizzie ensured the students knew exactly when and where to arrive, as well as making sure the necessary training videos had been reviewed beforehand. Staff was appreciative of her help

The Board thanked Lizzie Johnson for her service.

B-2. Parks Partner Award – none

C. OTHER BUSINESS

C-1.Review/Approval of Facility Suspension Appeal

Mark Sterner, General Manager Twin Lakes Recreation Center Stewart Eaton had been suspended from Twin Lakes Recreation Center for three a three month period on March 9, 2023 for violation of City Policy 11080 Rules of conduct. Mr. Eaton received a lifetime suspension when he violated the original suspension, when he entered Twin Lakes Recreation Center on March 30, 2023. On April 12, 2023 the one year suspension was amended from a lifetime suspension to a one year suspension. Staff recommend upholding Stewart Eaton's one suspension from Twin Lakes Recreation Center.

Board Comments: *Kathleen Milles requested:* history on why Mr. Eaton had been suspended, and if a life time suspension was something Parks would do. *Mark Sterner responded:* lifetime suspension was an option in the City Policy, and tended to align with a major violation. There was a myriad of paperwork associated with Incident Reports (internal process) for documenting issues at facilities. All documents were submitted to Legal and were available to the Board. *Jim Whitlatch inquired:* on circumstances of the original band, and what had occurred the second time. *Mark Sterner responded:* the original band had been from a progressive amount of behavior that caused issues with patrons and primarily staff. There had been several conversations to alleviate the problem with no avail. TLRC continued to receive incident reports from staff and professional staff. It reached a point that action needed to be taken to curb the behavior in some capacity, staff felt a three months suspension would be a good message to accomplish that. Unfortunately, the violation of the three months suspension lead to a different mindset. *Jim Whitlatch inquired:* what happened the second time he came back. *Mark Sterner responded:* Mr. Eaton approached the front desk attendant, the conversation was inappropriate but calm. It incidents were typically calm in nature, it was the contents of the conversation that was the issue. Staff did communicate when they would turn their phones on to record conversations. *Jim Whitlatch inquired:* what type of behavior had occurred: threatening or inappropriate. *Mark Sterner responded:* boiling water in restrooms and fitness rooms, eating in fitness area, soliciting and attempting to sell handbags to staff and spectators, intrusive personal questions to staff and other members, taking pictures of staff, making inappropriate comments as a form of intimidation, such as you can predict when someone would pass away, and bringing in excessive amounts of bags and items that created a hazard to others in the facility and lobby area. Sleeping on stretching mat, using facility dumpsters for personal use, sprawling personal items in multiple spots in parking lot, use of foul language and aggressive speech toward staff.

Stewart Eaton appealed the suspension. Mr. Eaton's house had burnt down on September 10, 2020, and had been homeless since then. It had been a very stressful situation. He had been a home buyer since 1979 and had been a taxpayer since that time. Mr. Eaton responded to the accusations against him.

Jim Whitlatch inquired: why Mr. Eaton gone back to the facility after he was banned. *Mr. Eaton responded:* he had not received notification that he had been banned. *Jim Whitlatch inquired:* what did Mr. Eaton do when he was at Twin Lakes Recreation Center. *Mr. Eaton responded:* he exercised. *Jim Whitlatch inquired:* if Mr. Eaton had a membership. *Mr. Eaton responded,* yes through Silver Sneakers program. *Jim Whitlatch inquired:* how did Park staff know Mr. Eaton had been notified of the first suspension. *Mark Sterner responded:* it was difficult to communicate with Mr. Eaton, but he had previously responded to emails. The suspension notification had been sent to his email. *Kathleen Mills inquired:* had Mr. Eaton acknowledged that he had received the suspension notice. *Satoshi Kido, Sports Director responded:* several emails were sent, but not acknowledged. *Jim Whitlatch inquired:* what were the dates of the one year suspension. *Mark Sterner responded:* March 9, 2023 through March 9, 2024. *Jim Whitlatch inquired:* if the Board could make a different recommendation. *Paula McDevitt, Administrator responded:* yes. *Jim Whitlatch recommended:* that Mr. Eaton be suspended until December 31, 2023, for a shorter period of time. *Jim Whitlatch recommended to Mr. Eaton:* There were other places that Mr. Eaton could receive services that might be more appropriate to meet his needs.

Jim Whitlatch made a motion to suspend Stewart Eaton from Twin Lakes Recreation Center through December 31, 2023. *Israel Herrera* stated he would abstain from voting. *Kathleen stated:* there were not be enough members to vote on the item. Agenda item was tabled.

C-2. Review/Approval of Policy #13120 – Memorial Benches in Parks

Barb Dunbar, Operations Coordinator in order to keep policies current, policies were periodically reviewed and updated to meet changes at facilities and to processes. Staff recommended approval of changes made to Policy 13120 (Memorial Benches in Parks). Changes under "Policy" #2 plaque personalization message/text was subject to review and final approval by the Board of Park Commissioners, and #7 in the event of vandalism, or other unanticipated events or acts, benches were warranted for five (5) years against damage. If damaged beyond use within the first five

years, the Department would replace the bench/plaque. Other changes were logistical updates regarding program procedures, plaque specifications and policies. Policy was last updated in 2007.

Board Comments: *Kathleen Milles inquired:* previously the Board did not have approval on the text on benches or plaques. *Barb Dunbar responded:* that was correct. *Jim Whitlatch inquired:* what would happen if there was an issue with the person or wording on a plaque already placed. *Barb Dunbar responded:* there was nothing in the policy relating to that issue. *Jim Whitlatch recommended:* at the next policy update to have the following added: any plaque could be removed at the discretion of the Board.

Jim Whitlatch made a motion to approve changes to Policy #13120 – Memorial Benches in Parks. *Israel Herrera* seconded the motions. Vote take: unanimously carried 3-0

C-3. Review/Approval of Policy#13020 – Commemorative Tree Program

Barb Dunbar, Operations Coordinator in order to keep policies current, policies were periodically reviewed and updated to meet changes at facilities and to processes. Staff recommended approval of changes made to Policy 13020 (Commemorative Tree Program). Changes under “Policy” #2 plaque personalization message/text was subject to review and final approval by the Board of Park Commissioners, and #4 Bloomington Parks and Recreation provides lifetime maintenance of the tree, and would replace tree if they die or otherwise fail within 15 years after planting. Plaques were warranted for five years against theft or damages. Other changes were logistical updates regarding program procedures, plaque specifications and policies. Policy was last updated in 2009.

Jim Whitlatch made a motion to approve changes to Policy #13020 – Commemorative Tree Program. *Israel Herrera* seconded the motions. Vote take: unanimously carried 3-0

C-4. Review/Approval of Contract with Commercial Service for HVAC Replacement Project

Kevin Terrell, Program and Facility Coordinator, Banneker Community Center, due to condition, age and reoccurring issues, staff wished to have HVAC systems replaced at Banneker Community Center. Vendor would replace four out of the seven HVAC units. Staff recommended approval of contract with Commercial Service, in an amount not to exceed \$58,200. Funding would be from G21005-54420 (Parks ARPA).

Jim Whitlatch made a motion to approve Contract with Commercial Services. *Israel Herrera* seconded the motions. Vote take: unanimously carried 3-0

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, Urban Forester to evaluate impacts of city tree planting, maintenance and citizen understanding of urban forestry programs, staff wished to continue to conduct surveys of the Bicentennial Tree Planting project. The purpose of the agreement was to allow IU and the Research Team access to planting information and locations to produce and solicit survey responses of impacted individuals. In turn, IU and the Research Team would provide data and results resulting from the survey process. Staff recommended approval of the partnership with Indiana University on behalf of the Research Team of Stephanie Freeman-Day, PHD student and Dr. Burnell Fisher. Amount was not to exceed \$9,800 and funding source would be 980-18-18018C-54510

Board Comments: *Kathleen Mills inquired:* if there was specific information staff would like to find out. *Haskell Smith responded:* one of the surprises from the previous survey, was Urban Forestry was relatively an unknown program in the city. Staff wanted to see if that was a continued trend, and if so adapt the program to better meet the needs. *Jim Whitlatch inquired:* if the survey was related to the next agenda item 2023 Bicentennial Downtown Tree Planting. *Haskell Smith responded:* it was not.

Jim Whitlatch made a motion to approve partnership with Trustees of Indiana University. *Israel Herrera* seconded the motions. Vote take: unanimously carried 3-0

C-6. Review/Approval of Contract with Davey Resource Group for 2023 Bicentennial Downtown Tree Planting Project.

Haskell Smith, Urban Forester, staff wished to have 90 trees planted in the downtown area. Contractor would plant the trees in locations identified by the City of Bloomington’s Urban Forester. Contractor would visit all planted trees approximately nine months post-planting date. Contractor would provide a report to the Urban Forester of any non-surviving trees. Contractor would provide a warranty for up to one year, which included replanting of trees that did not

survive initial planting. Staff recommended approval of contract with Davey Resource Group in an amount not to exceed \$146,836.00. Funding source would be 980-18-18018C-54510.

Jim Whitlatch made a motion to approve contract with Davey Resource Group. *Israel Herrera* seconded the motions. Vote take: unanimously carried 3-0

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, Natural Resource Manager staff wished to have the south portion of the Griffy Loop Trail between the west end of the pilot trail section and the Griffy dam completed. Contractor would complete project using a combination of construction techniques which included hand jackhammer, excavation, and crib wall construction. The project is depending the approval of DNR, as the south west portion is in a State dedicated nature preserve. Staff recommended approval of contract with Spectrum Trail Design in an amount not to exceed an amount of \$210,625.00. Funding source would be from 980-18-1801B-54510.

Board Comments: *Kathleen Mills inquired:* if approval from DNR would be a lengthy process. *Steve Cotter responded:* hopefully it would not take too long. DNR was aware of the project and had already walk the section that had already been built.

Jim Whitlatch made a motion to approve contract with Spectrum Trail Design. *Israel Herrera* seconded the motions. Vote take: unanimously carried 3-0

C-8. Review/Approval of Partnership Addendum with Bloomington Football Club

Paula McDevitt, Administrator

In March of 2023 the City of Bloomington Department of Parks and Recreation and Bloomington Football Club entered into a partnership agreement. After some discussions, both parties mutually agreed to amend the original agreement. Additions included: Olcott Park – BFC would have access to store equipment (cones/soccer balls in the Olcott Concession Building; BFC could store soccer goals behind football score tower (parks would not be responsible for lost, stolen or damaged goals/equipment)). Parking would be limited to Olcott parking lot (not on the grass) or Jackson Creek Middle School parking lot.

Bloomington Parks and Recreation had overseen and managed many partnerships for over 20 years. In the process of partnership negotiating, staff and the partner would often times go back and forth outlining what resources were being brought to the table. That communication could happen in person or via email with attachments. In the case with BFC, when the process was in progress a final negotiated partnership agreement was sent to the Jeremy Sweet, President BFC. BPRD received approval by email, the final copy had been approved by Jeremy Sweet. Unfortunately, there had been copies going back and forth and a former draft of the partnership agreement had been put in the Park Board packet in March. That was what had been reviewed and approved, and consequently what had been signed off on by Parks and by BFC. It was brought to Parks attention that what was in the Addendum had not been in either draft. That was the reason the Addendum was being presented. We will stand by the signed partnership agreement, put recommend approval of the addendum.

Board Comments: *Kathleen Mills inquired:* what had been added in the Addendum, had been agreed to by both BPRD and BFC. *Paula McDevitt responded:* correct. The Addendum had been sent to Mr. Sweet, he had shared and reviewed it with a newly formed parent committee. PPRD received email confirmation that the Addendum had been approved by BFC. *Jim Whitlatch requested:* clarification, the second agreement in the packet had not been what the Park Board had agreed upon, and was more favorable to BFC. *Paula responded,* correct. BPRD acknowledged the error, and would honor the conversations with BFC. Staff had wanted to move on with the season. *Kathleen Mills inquired:* the section regarding mowing would be provided when reasonably requested. Had the term reasonably requested worked been in other partnerships. *Mark Sterner responded:* yes. Weather could be an obstacle, but otherwise there had not been issues with the way it was worded. *Israel Herrera commented:* both parties knew what to expect from the Addendum. *Paula McDevitt responded:* correct.

Jim Whitlatch made a motion to approve Addendum with Bloomington Football Club. *Israel Herrera* seconded the motions. Vote take: unanimously carried 3-0

E. PUBLIC COMMENT

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

Park Board Comments: *Kathleen Mills commented:* thanked everyone who provided public comments. BPRD regularly consider the usage of the fields and facilities. There was obviously a delicate balance to meet needs of all the different sports. These were public facilities, to be fair they needed to be open to everyone. The comments of the soccer people were appreciated. At the same time it was not fair for a user group who had an agreement to feel pressured in the middle of their season to give up a facility. The conversation needed to go back to a different place. The Parks Department held regular Work Sessions with the Park Board to discuss long term issues, sports fields would be discussed in greater detail going forward. *Israel Herrera commented:* all sports were very important, and the Board needed to have that conversation, as the community had a passion for both soccer and baseball. A conversation needed to take place regarding a facility to have these fields. The comments were heard and appreciated regarding safety of the children and the players, and that sports shouldn't be divided. There was a need to see what possibilities there were in the future. There had been a request for the Board to form a committee. The correct process would need to be followed, and go through the right channel. *Paula McDevitt responded:* there was a path, items would go through the staff then to the Board.

B-3. Staff Introduction

Shelby Drake, RD had recently accepted the position of Health/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 and passed the dietetic licensing exam in 2018. Shelby comes from IU Health, where she worked as a Registered Dietitian five years.

Chris Hamric recently accepted the position of Sports Specialist for Twin Lakes Sports Park and Frank Southern Center. Chris grew up in Bloomington and had coached hockey in the community for the last five years, and coached a travel team based out of Cincinnati. Chris was excited to be working in sports.

Ben Flake was not present. Ben had recently accepted the position of head Sports Laborer at Winslow Sport Complex.

D. REPORTS

D-1. Operations Division – none

D-2. Recreation Division

Community Events 2023 Update – moved to May meeting

D-3. Sports Division – none

D-4. Administration Division

Julie Ramey handed out the final 2022 Annual Report to the Park Board.

Paula McDevitt, Administrator commented: the May meeting will be moved to May 16, 2023.

ADJOURNMENT

Meeting adjourned at 5:23pm.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/5/2023	Payroll				200,283.18
					.
					<u>200,283.18</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 200,283.18

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 04/29/23 - 05/12/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 176 - ARPA Local Fiscal Recvry (\$9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54420 - Purchase of Equipment										
8560 - Wright Implement I, LLC	2031230	18-(3) Mean-Green electric mowers w/ attachments/accessories	Paid by EFT # 52482		05/02/2023	05/02/2023	05/12/2023		05/12/2023	97,200.00
Account 54420 - Purchase of Equipment Totals									Invoice Transactions 1	\$97,200.00
Account 54440 - Motor Equipment										
244 - Bloomington Ford, INC	F3571	18-New 2023 Ford Explorer 4-door	Paid by EFT # 52316		05/02/2023	05/02/2023	05/12/2023		05/12/2023	45,042.25
Account 54440 - Motor Equipment Totals									Invoice Transactions 1	\$45,042.25
Program G21005 - ARPA COVID Local Fiscal Recovery Totals									Invoice Transactions 2	\$142,242.25
Department 18 - Parks & Recreation Totals									Invoice Transactions 2	\$142,242.25
Fund 176 - ARPA Local Fiscal Recvry (\$9512) Totals									Invoice Transactions 2	\$142,242.25
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2567221	18- envelopes, laminating pouches, markers, etc.	Paid by EFT # 52415		05/02/2023	05/02/2023	05/12/2023		05/12/2023	115.10
5099 - Office Three Sixty, INC	2567221B1	18-Punch, 1-hole, rubber grp	Paid by EFT # 52415		05/02/2023	05/02/2023	05/12/2023		05/12/2023	2.61
Account 52110 - Office Supplies Totals									Invoice Transactions 2	\$117.71
Account 53160 - Instruction										
8569 - 110%, INC	2046	18-Evaluation 101-Staff Training-4/17/23	Paid by EFT # 52285		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,000.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$1,000.00
Program 181000 - Administration Totals									Invoice Transactions 3	\$1,117.71
Program 181001 - Health & Wellness										
Account 52430 - Uniforms and Tools										
11693 - The Award Center, INC	61685	18 - name tags (8)	Paid by EFT # 52462		05/02/2023	05/02/2023	05/12/2023		05/12/2023	30.00
798 - Winters Associates Promotional Products, INC	114829	18- staff uniform for Shelby Drake	Paid by EFT # 52479		05/02/2023	05/02/2023	05/12/2023		05/12/2023	123.44
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 2	\$153.44
Program 181001 - Health & Wellness Totals									Invoice Transactions 2	\$153.44



Board of Park Commissioners Claim Register

Invoice Date Range 04/29/23 - 05/12/23

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 52430 - Uniforms and Tools										
15449 - Rosen & Rosen Industries (R&R Industries)	643585	18-safety vests for Park volunteers #36	Paid by EFT # 52437		05/02/2023	05/02/2023	05/12/2023		05/12/2023	316.97
Account 52430 - Uniforms and Tools Totals										Invoice Transactions 1
										<u>\$316.97</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40527	18-reprints of Aquatics pages from Summer guide for ChEx	Paid by EFT # 52288		05/02/2023	05/02/2023	05/12/2023		05/12/2023	79.18
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-56875	18-informational signs and stakes	Paid by EFT # 52430		05/02/2023	05/02/2023	05/12/2023		05/12/2023	642.55
Account 53310 - Printing Totals										Invoice Transactions 2
Program 181100 - Marketing Totals										Invoice Transactions 3
										<u>\$721.73</u>
										<u>\$1,038.70</u>
Program 182001 - Aquatics - Bryan Pool										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MRK-QYG7-94YM	18-Bryan/Mills Pool First Aid Supplies	Paid by EFT # 52295		05/02/2023	05/02/2023	05/12/2023		05/12/2023	600.00
Account 52210 - Institutional Supplies Totals										Invoice Transactions 1
										<u>\$600.00</u>
Account 52310 - Building Materials and Supplies										
5415 - Allied Wholesale Electrical Supply, LLC	5791301	18-Bryan Pool LED replacement lights	Paid by EFT # 52294		05/02/2023	05/02/2023	05/12/2023		05/12/2023	126.68
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 1
										<u>\$126.68</u>
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MC9-1L77-3M11	18 - Bryan/Mills Pool Lifejacket Replacements	Paid by EFT # 52295		05/02/2023	05/02/2023	05/12/2023		05/12/2023	300.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1791-FW49-1JLK	18-Bryan/Mills Chemical Test Kits	Paid by EFT # 52295		05/02/2023	05/02/2023	05/12/2023		05/12/2023	15.98
8658 - Kleindorfer's Hardware LLC	721828	18-Bryan Pool drain grate	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	3.98
8658 - Kleindorfer's Hardware LLC	752226	18-Materials to patch Bryan Pool liner-fiberglass repair kit	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	35.00
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 4
										<u>\$354.96</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	340.83
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										<u>\$340.83</u>
Account 53630 - Machinery and Equipment Repairs										
539 - Price Electric, INC	37003	18-Fuses for Bryan Pool	Paid by EFT # 52422		05/02/2023	05/02/2023	05/12/2023		05/12/2023	229.80
Account 53630 - Machinery and Equipment Repairs Totals										Invoice Transactions 1
Program 182001 - Aquatics - Bryan Pool Totals										Invoice Transactions 8
										<u>\$229.80</u>
										<u>\$1,652.27</u>



Board of Park Commissioners Claim Register

Invoice Date Range 04/29/23 - 05/12/23

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 182002 - Aquatics - Mills Pool										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MRK-QYG7-94YM	18-Bryan/Mills Pool First Aid Supplies	Paid by EFT # 52295		05/02/2023	05/02/2023	05/12/2023		05/12/2023	331.34
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$331.34</u>
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MC9-1L77-3M11	18 - Bryan/Mills Pool Lifejacket Replacements	Paid by EFT # 52295		05/02/2023	05/02/2023	05/12/2023		05/12/2023	351.68
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1791-FW49-1JLK	18-Bryan/Mills Chemical Test Kits	Paid by EFT # 52295		05/02/2023	05/02/2023	05/12/2023		05/12/2023	15.98
8658 - Kleindorfer's Hardware LLC	752195	18-Mills Pool Sump pump hose	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	12.99
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 3	<u>\$380.65</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	21.26
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$21.26</u>
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 5	<u>\$733.25</u>
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3148519766	18-FSC Final propane fill for Zamboni	Paid by EFT # 52297		05/02/2023	05/02/2023	05/12/2023		05/12/2023	132.97
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	<u>\$132.97</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	653.56
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$653.56</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	W87926	18-FSC Boiler repair in zam room, new pump install	Paid by EFT # 52366		05/02/2023	05/02/2023	05/12/2023		05/12/2023	2,035.64
Account 53610 - Building Repairs Totals									Invoice Transactions 1	<u>\$2,035.64</u>
Account 53630 - Machinery and Equipment Repairs										
4902 - DEEM, LLC	1046803	18 - FSC Shut Down Process March 2023	Paid by EFT # 52345		05/02/2023	05/02/2023	05/12/2023		05/12/2023	4,037.40
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	<u>\$4,037.40</u>
Program 182500 - Frank Southern Center Totals									Invoice Transactions 4	<u>\$6,859.57</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	2474	18-Cascades Golf Course industrial supplies	Paid by Check # 77009		05/02/2023	05/02/2023	05/12/2023		05/12/2023	187.10
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$187.10</u>
Account 52230 - Garage and Motor Supplies										
8658 - Kleindorfer's Hardware LLC	722233	18-impact extension, impact socket set, hitch pins	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	66.16
476 - Southern Indiana Parts, INC (Napa Auto Parts)	506993	18-degreaser and super duty grease	Paid by EFT # 52449		05/02/2023	05/02/2023	05/12/2023		05/12/2023	13.39
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 2	<u>\$79.55</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	1,079.39
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$1,079.39</u>
Program 183500 - Golf Services Totals									Invoice Transactions 4	<u>\$1,346.04</u>
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	106047	18-Safety Helmet, Bug Repellent, Gear Repellent & Tool clips	Paid by Check # 76999		05/02/2023	05/02/2023	05/12/2023		05/12/2023	108.94
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$108.94</u>
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	106047	18-Safety Helmet, Bug Repellent, Gear Repellent & Tool clips	Paid by Check # 76999		05/02/2023	05/02/2023	05/12/2023		05/12/2023	23.97
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	<u>\$23.97</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13FF-R6W1-46NX	18-HKY 15V Ac Adapter for Goal Zero Yeti (Griffy)	Paid by EFT # 52295		05/02/2023	05/02/2023	05/12/2023		05/12/2023	18.99
8658 - Kleindorfer's Hardware LLC	755012	18-sponges and Lysol	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	14.46
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$33.45</u>
Account 52430 - Uniforms and Tools										
11693 - The Award Center, INC	61631	18- (10) BPRD Staff Name Badges	Paid by EFT # 52462		05/02/2023	05/02/2023	05/12/2023		05/12/2023	42.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	<u>\$42.00</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	34.34
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$34.34
Account 53910 - Dues and Subscriptions										
7328 - Trailhead Labs, INC	0000483	18-Annual License - OuterSpatial Mobile App-5/19/23-5/19/24	Paid by EFT # 52467		05/02/2023	05/02/2023	05/12/2023		05/12/2023	2,500.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$2,500.00
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	17936	18-Griffy and Wapehani Restroom Service - April 2023	Paid by EFT # 52463		05/02/2023	05/02/2023	05/12/2023		05/12/2023	140.00
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$140.00
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	12226	18- Tree removal at 3400 N Headley Road (Griffy)	Paid by EFT # 52318		05/02/2023	05/02/2023	05/12/2023		05/12/2023	985.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$985.00
Program 184000 - Natural Resources Totals									Invoice Transactions 9	\$3,867.70
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	208.27
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$208.27
Program 184500 - Youth Services -Juke Box Totals									Invoice Transactions 1	\$208.27
Program 186500 - Community Events										
Account 52340 - Other Repairs and Maintenance										
294 - All-Phase Electric Supply, INC	0740-1014918	18- Filler Plate for Mobile Stage Breaker Box	Paid by EFT # 52293		05/02/2023	05/02/2023	05/12/2023		05/12/2023	7.98
8658 - Kleindorfer's Hardware LLC	721637	18- 14 Electrical connectors for mobile stage lights	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	5.46
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 2	\$13.44
Account 52420 - Other Supplies										
11693 - The Award Center, INC	61685	18 - name tags (8)	Paid by EFT # 52462		05/02/2023	05/02/2023	05/12/2023		05/12/2023	60.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$60.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52430 - Uniforms and Tools										
11693 - The Award Center, INC	61631	18- (10) BPRD Staff Name Badges	Paid by EFT # 52462		05/02/2023	05/02/2023	05/12/2023		05/12/2023	28.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$28.00
Account 53730 - Machinery and Equipment Rental										
4175 - The Stables Events, LLC (Izzy's Rentals)	17890	18- Portable Restroom Rentals - International Festival	Paid by EFT # 52463		05/02/2023	05/02/2023	05/12/2023		05/12/2023	210.00
Account 53730 - Machinery and Equipment Rental Totals									Invoice Transactions 1	\$210.00
Account 53990 - Other Services and Charges										
8685 - Douglas Alderman	0416	18- Performance at International Festival- Pangaea Sky	Paid by EFT # 52292		05/02/2023	05/02/2023	05/12/2023		05/12/2023	300.00
8151 - Peyton Lord Womock	000416230145	18- Performance at International Festival	Paid by EFT # 52480		05/02/2023	05/02/2023	05/12/2023		05/12/2023	100.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$400.00
Program 186500 - Community Events Totals									Invoice Transactions 7	\$711.44
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	538246	18-Community Garden - command bathroom hook	Paid by EFT # 52312		05/02/2023	05/02/2023	05/12/2023		05/12/2023	13.98
409 - Black Lumber Co. INC	538890	18-Community Garden-grade stakes 25PC	Paid by EFT # 52312		05/02/2023	05/02/2023	05/12/2023		05/12/2023	13.99
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$27.97
Program 186502 - Community Events-Gardens Totals									Invoice Transactions 2	\$27.97
Program 187001 - Adult Sports-Softball										
Account 52230 - Garage and Motor Supplies										
786 - Richard's Small Engine, INC	500059	18-TLSP 2023 Speed Feed, Straightshaft, and echo mix	Paid by EFT # 52429		05/02/2023	05/02/2023	05/12/2023		05/12/2023	86.84
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL27421	18- TLSP 2023 Kubota Tractor Parts-Disc Cover,Pin,Spring,Blades	Paid by EFT # 52432		05/02/2023	05/02/2023	05/12/2023		05/12/2023	332.59
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL27922	18-TLSP 2023 Kubota Parts-switch	Paid by EFT # 52432		05/02/2023	05/02/2023	05/12/2023		05/12/2023	10.85
476 - Southern Indiana Parts, INC (Napa Auto Parts)	508584	18-TLSP 2023 Kubota Battery	Paid by EFT # 52449		05/02/2023	05/02/2023	05/12/2023		05/12/2023	142.20
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 4	\$572.48



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	755366	18-TLSP 2023 diagonal plier, sloan valve, PR hinges, nuts, cogs	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	59.94
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	<u>\$59.94</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	1,211.36
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$1,211.36</u>
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 6	<u>\$1,843.78</u>
Program 187202 - Youth Sports-Winslow										
Account 52230 - Garage and Motor Supplies										
786 - Richard's Small Engine, INC	498463	18- Winslow 2023 Push Mower Parts- Belt Drive/Idler/Seal	Paid by EFT # 52429		05/02/2023	05/02/2023	05/12/2023		05/12/2023	42.95
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 1	<u>\$42.95</u>
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	755006	18-Winslow 2023 Handicap Bathroom Lightbulbs	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	12.49
8658 - Kleindorfer's Hardware LLC	755241	18-Anti freeze, pad lock and aerator	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	29.97
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 2	<u>\$42.46</u>
Account 52420 - Other Supplies										
4458 - SiteOne Landscape Supply Holding, LLC	128863631-001	18-Replacement irrigation heads for various locations	Paid by EFT # 52446		05/02/2023	05/02/2023	05/12/2023		05/12/2023	224.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$224.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	212.23
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$212.23</u>
Account 53650 - Other Repairs										
539 - Price Electric, INC	37053	18-Winslow 2023 Fix Receptacle, Breaker box ID tags, Scoreboard	Paid by EFT # 52422		05/02/2023	05/02/2023	05/12/2023		05/12/2023	527.40
Account 53650 - Other Repairs Totals									Invoice Transactions 1	<u>\$527.40</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003126255	18-Landfill May Winslow May 2023	Edit		05/10/2023	05/10/2023	05/10/2023			252.75
Account 53950 - Landfill Totals										Invoice Transactions 1
										\$252.75
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00370545	18- Winslow 2023 Annual Backflow Inspection	Paid by EFT # 52394		05/02/2023	05/02/2023	05/12/2023		05/12/2023	123.90
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 187202 - Youth Sports-Winslow Totals										\$123.90
										Invoice Transactions 8
										\$1,425.69
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	82.41
Account 53510 - Electrical Services Totals										Invoice Transactions 1
Program 187208 - Youth Sports-Olcott Totals										\$82.41
Program 187500 - Banneker										
Account 52430 - Uniforms and Tools										
11693 - The Award Center, INC	61685	18 - name tags (8)	Paid by EFT # 52462		05/02/2023	05/02/2023	05/12/2023		05/12/2023	30.00
Account 52430 - Uniforms and Tools Totals										Invoice Transactions 1
										\$30.00
Account 53140 - Exterminator Services										
4073 - Terminix International	429764532	18 Green Pest Control - Banneker-2/2/23	Paid by Check # 77011		05/02/2023	05/02/2023	05/12/2023		05/12/2023	73.04
Account 53140 - Exterminator Services Totals										Invoice Transactions 1
										\$73.04
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	136.34
Account 53510 - Electrical Services Totals										Invoice Transactions 1
Program 187500 - Banneker Totals										\$136.34
										Invoice Transactions 3
										\$239.38
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0566852	18-trash bags	Paid by EFT # 52356		05/02/2023	05/02/2023	05/12/2023		05/12/2023	996.96
9269 - Ferguson Facilities Supply, HP Products #3400	0569144	18-Custodial & PPE supplies , westcraft 38x58 1.8mil black 100/c	Paid by EFT # 52356		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,859.28



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0570241	18-Custodial & PPE supplies	Paid by EFT # 52356		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,250.85
8658 - Kleindorfer's Hardware LLC	755405	18-Custodial & PPE supplies, traffic white & blue, khaki spray p	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	38.48
Account 52210 - Institutional Supplies Totals									Invoice Transactions 4	\$4,145.57
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	537744	18-materials for dog stations at the goat farm	Paid by EFT # 52312		05/02/2023	05/02/2023	05/12/2023		05/12/2023	77.90
334 - Irving Materials, INC	11269418	18-Poured concrete for various jobs/projects imix aggplus peagra	Paid by EFT # 52381		05/02/2023	05/02/2023	05/12/2023		05/12/2023	453.13
8658 - Kleindorfer's Hardware LLC	722425	18-hinge, pull, hasp for Ops	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	22.36
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 3	\$553.39
Account 52340 - Other Repairs and Maintenance										
50594 - Barry Company, INC	061972	18-Plumbing parts/supplies for restrooms & fountains	Paid by EFT # 52309		05/02/2023	05/02/2023	05/12/2023		05/12/2023	42.31
409 - Black Lumber Co. INC	538333	18-foam expansion joint/materials for truck #808	Paid by EFT # 52312		05/02/2023	05/02/2023	05/12/2023		05/12/2023	25.99
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	121122-TILLER	18-40" rotary tiller attachment for Dingo skid steer	Paid by EFT # 52321		05/02/2023	05/02/2023	05/12/2023		05/12/2023	3,882.22
8658 - Kleindorfer's Hardware LLC	722430	18-PVC parts for Sherwood Oaks job-glue, couplings, tee	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	42.65
8658 - Kleindorfer's Hardware LLC	755222	18-Tubing & Pex connector for Olcott drinking founting	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	4.14
8658 - Kleindorfer's Hardware LLC	754642	18-pvc coupling, Teflon tape, rain n shine cornet, bales straw	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	20.02
8658 - Kleindorfer's Hardware LLC	752299	18-Hardware, electrical/plumbing supplies	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	25.50
8658 - Kleindorfer's Hardware LLC	755405	18-Custodial & PPE supplies, traffic white & blue, khaki spray p	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	750.45



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
4458 - SiteOne Landscape Supply Holding, LLC	128863631-001	18-Replacement irrigation heads for various locations	Paid by EFT # 52446		05/02/2023	05/02/2023	05/12/2023		05/12/2023	315.15
8560 - Wright Implement I, LLC	2031230	18-(3) Mean-Green electric mowers w/ attachments/accessories	Paid by EFT # 52482		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,563.50
									Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 10
										\$6,671.93
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13GK-6HTY-3PQC	18- OtterBox Case for iPhone Robertson	Paid by EFT # 52295		05/02/2023	05/02/2023	05/12/2023		05/12/2023	68.87
4680 - Central Indiana Hardware Co., INC	7326079	18-(42) BEST keys & (8) cores for key inventory	Paid by EFT # 52330		05/02/2023	05/02/2023	05/12/2023		05/12/2023	746.50
818 - Everywhere Signs, LLC	61216	18-12"x24" Dibond (1/4" thick) sign for RH Scatter Garden	Paid by EFT # 52353		05/02/2023	05/02/2023	05/12/2023		05/12/2023	245.00
8658 - Kleindorfer's Hardware LLC	722406	18-locks for dog stations @ goat farm	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	10.98
8658 - Kleindorfer's Hardware LLC	752228	18-key copied	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	2.00
8658 - Kleindorfer's Hardware LLC	754642	18-pvc coupling, Teflon tape, rain n shine cornet, bales straw	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	35.00
53442 - Paragon Micro, INC	S3410871	18-Purchase of Adobe Acrobat Pro 2020 on Ops Coord. desktop	Paid by EFT # 52417		05/02/2023	05/02/2023	05/12/2023		05/12/2023	489.99
									Account 52420 - Other Supplies Totals	Invoice Transactions 7
										\$1,598.34
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	2,516.65
									Account 53510 - Electrical Services Totals	Invoice Transactions 1
										\$2,516.65
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52409732050323	18-Natural Gas Ops - 03/29/23-04/27/23	Edit		05/10/2023	05/10/2023	05/10/2023			104.84
									Account 53540 - Natural Gas Totals	Invoice Transactions 1
										\$104.84



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	17935	18-Year-round pumping/cleaning (8) port-a-let units - April 23	Paid by EFT # 52463		05/02/2023	05/02/2023	05/12/2023		05/12/2023	560.00
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$560.00
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003126254	18-Landfill April Invoice Edit Ops April 2023			05/10/2023	05/10/2023	05/10/2023			138.50
Account 53950 - Landfill Totals									Invoice Transactions 1	\$138.50
Account 53990 - Other Services and Charges										
7232 - Oscar's Contracting INC	010923-FINAL	18-Removal of old windows/doors, re-nailing of all walls	Paid by EFT # 52416		05/02/2023	05/02/2023	05/12/2023		05/12/2023	4,695.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$4,695.00
Program 189000 - Operations Totals									Invoice Transactions 29	\$20,984.22
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I338347	18-SYP Institutional Supplies	Paid by Check # 76994		05/02/2023	05/02/2023	05/12/2023		05/12/2023	676.06
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$676.06
Account 52310 - Building Materials and Supplies										
3054 - Sinclair Recreation, LLC (GameTime)	PJI-0205818	18 -SYP Replacement and Spare Swing Seats for Playground	Paid by EFT # 52445		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,018.00
8560 - Wright Implement I, LLC	2031230	18-(3) Mean-Green electric mowers w/ attachments/accessories	Paid by EFT # 52482		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,000.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$2,018.00
Account 52420 - Other Supplies										
11693 - The Award Center, INC	61631	18- (10) BPRD Staff Name Badges	Paid by EFT # 52462		05/02/2023	05/02/2023	05/12/2023		05/12/2023	42.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$42.00
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	2,516.38
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$2,516.38



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00370471	18- SYP Annual Pavilion Fire Alarm & Sprinkler	Paid by EFT # 52394		05/02/2023	05/02/2023	05/12/2023		05/12/2023	586.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$586.00
Account 53620 - Motor Repairs										
6889 - Professional Golfcar Corporation	01-25517	18- SYP 4-Seater Golf Cart Battery Parts & Repair	Paid by EFT # 52423		05/02/2023	05/02/2023	05/12/2023		05/12/2023	949.73
Account 53620 - Motor Repairs Totals									Invoice Transactions 1	\$949.73
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3172054	18- SYP Vestibule Rug Service 04/19/23	Paid by EFT # 52419		05/02/2023	05/02/2023	05/12/2023		05/12/2023	114.33
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$114.33
Program 189006 - Switchyard Property Totals									Invoice Transactions 8	\$6,902.50
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20851	18-brown mulch (4)-Truck #873	Paid by EFT # 52361		05/02/2023	05/02/2023	05/12/2023		05/12/2023	76.00
137 - Good Earth, LLC	20862	18 - UGS hardwood bark mulch	Paid by EFT # 52361		05/02/2023	05/02/2023	05/12/2023		05/12/2023	76.00
137 - Good Earth, LLC	20864	18 - UGS hardwood bark mulch	Paid by EFT # 52361		05/02/2023	05/02/2023	05/12/2023		05/12/2023	76.00
137 - Good Earth, LLC	20868	18 - UGS hardwood bark mulch	Paid by EFT # 52361		05/02/2023	05/02/2023	05/12/2023		05/12/2023	76.00
137 - Good Earth, LLC	20869	18 - UGS hardwood bark mulch	Paid by EFT # 52361		05/02/2023	05/02/2023	05/12/2023		05/12/2023	76.00
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 5	\$380.00
Account 52340 - Other Repairs and Maintenance										
6262 - Koenig Equipment, INC	P37381	18 - UGS Stihl backpack replacement parts-kit	Paid by EFT # 52392		05/02/2023	05/02/2023	05/12/2023		05/12/2023	40.98
476 - Southern Indiana Parts, INC (Napa Auto Parts)	509000	18 -UGS deep cycle battery & case for water truck	Paid by EFT # 52449		05/02/2023	05/02/2023	05/12/2023		05/12/2023	237.69
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 2	\$278.67
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	CI23017561	18 - UGS 10 replacement handsaw blades	Paid by EFT # 52289		05/02/2023	05/02/2023	05/12/2023		05/12/2023	204.79



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	CI23018201	18 - UGS 15 replacement handsaw blades	Paid by EFT # 52289		05/02/2023	05/02/2023	05/12/2023		05/12/2023	198.60
313 - Fastenal Company	INBLM231466	18 - UGS 20 trash pickers	Paid by EFT # 52355		05/02/2023	05/02/2023	05/12/2023		05/12/2023	396.80
4574 - John Deere Financial f.s.b. (Rural King)	105494	18 - UGS 2 backpack sprayers for LAND staff	Paid by Check # 76999		05/02/2023	05/02/2023	05/12/2023		05/12/2023	279.98
8658 - Kleindorfer's Hardware LLC	722482	18-UGS misc. other items 35"Rubber Strap	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	2.19
8658 - Kleindorfer's Hardware LLC	754764	18 - UGS misc. other items funnels, mrkg flags, tape, meas cup	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	34.54
5099 - Office Three Sixty, INC	2567221	18- envelopes, laminating pouches, markers, etc.	Paid by EFT # 52415		05/02/2023	05/02/2023	05/12/2023		05/12/2023	45.72
11693 - The Award Center, INC	61631	18- (10) BPRD Staff Name Badges	Paid by EFT # 52462		05/02/2023	05/02/2023	05/12/2023		05/12/2023	28.00
Account 52420 - Other Supplies Totals									Invoice Transactions 8	\$1,190.62
Account 53130 - Medical										
231 - IU Health OCC Health Services	00143615-00	18-Hep B vaccine- T. Luallen-4/3/23	Paid by EFT # 52382		05/02/2023	05/02/2023	05/12/2023		05/12/2023	130.00
231 - IU Health OCC Health Services	00143734-00	18-Hep B vaccine- J. Kingrey-4/4/23	Paid by EFT # 52382		05/02/2023	05/02/2023	05/12/2023		05/12/2023	130.00
231 - IU Health OCC Health Services	00143735-00	18-Hep B vaccine-R. Roark-4/4/23	Paid by EFT # 52382		05/02/2023	05/02/2023	05/12/2023		05/12/2023	130.00
Account 53130 - Medical Totals									Invoice Transactions 3	\$390.00
Program 189500 - Landscaping Totals									Invoice Transactions 18	\$2,239.29
Program 189501 - Cemeteries										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	227.10
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$227.10
Program 189501 - Cemeteries Totals									Invoice Transactions 1	\$227.10
Program 189503 - Urban Forestry										
Account 52220 - Agricultural Supplies										
52948 - Mays Greenhouse, LLC	33442	18-UF Bagged Mulch for Volunteer plantings	Paid by EFT # 52402		05/02/2023	05/02/2023	05/12/2023		05/12/2023	539.10
5485 - Woody Warehouse Nursery, INC	196996	18-UF Trees (6)	Paid by EFT # 52481		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,511.50
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 2	\$2,050.60



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	537755	18-UF Shovels, misc tools , diablo 4 /12x.045 metal cut off	Paid by EFT # 52312		05/02/2023	05/02/2023	05/12/2023		05/12/2023	20.93
8658 - Kleindorfer's Hardware LLC	721296	18-UF Misc Supplies irrigation parts for nursery	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	16.19
8658 - Kleindorfer's Hardware LLC	752305	18-UF - (2) 14" bolt cutters	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	44.38
8096 - Sherrill INC (Sherrill Tree) (Tree Stuff)	INV-859944	18-UF Face mask for Kask Helmets	Paid by EFT # 52440		05/02/2023	05/02/2023	05/12/2023		05/12/2023	139.98
5819 - Synchrony Bank	3966	18-UF- Disinfectant spray & MM Water	Paid by Check # 77009		05/02/2023	05/02/2023	05/12/2023		05/12/2023	41.40
Account 52420 - Other Supplies Totals									Invoice Transactions 5	\$262.88
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	11763	18-UF - prune/clean canopy of dead branches	Paid by EFT # 52318		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,073.29
3735 - Bluestone, LLC	11969	18-UF Hazard tree removal service agreement-2301 S. Hlghland	Paid by EFT # 52318		05/02/2023	05/02/2023	05/12/2023		05/12/2023	2,959.42
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	7460	18-UF- Ash Tree Treatment	Paid by Check # 77003		05/02/2023	05/02/2023	05/12/2023		05/12/2023	17,402.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 3	\$21,434.71
Program 189503 - Urban Forestry Totals									Invoice Transactions 10	\$23,748.19
Department 18 - Parks & Recreation Totals									Invoice Transactions 132	\$75,408.92
Fund 200 - Parks and Recreation Gen (\$1301) Totals									Invoice Transactions 132	\$75,408.92
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182003 - Aquatics-Health & Safety										
Account 52420 - Other Supplies										
4504 - American National Red Cross	22582478	18- Staff CPR Certificates	Paid by EFT # 52296		05/02/2023	05/02/2023	05/12/2023		05/12/2023	36.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$36.00
Program 182003 - Aquatics-Health & Safety Totals									Invoice Transactions 1	\$36.00
Program 182500 - Frank Southern Center										
Account 52330 - Street , Alley, and Sewer Material										
9269 - Ferguson Facilities Supply, HP Products #3400	0536881-1	18-FSC Coffee Cup Sleeves	Paid by EFT # 52356		05/02/2023	05/02/2023	05/12/2023		05/12/2023	125.75
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 1	\$125.75
Program 182500 - Frank Southern Center Totals									Invoice Transactions 1	\$125.75



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
38 - B & B Food Distributors, INC	393526	18 - Hotdogs and white Styrofoam cups	Paid by EFT # 52305		05/02/2023	05/02/2023	05/12/2023		05/12/2023	416.20
38 - B & B Food Distributors, INC	393527	18 - Food warmer, 4-1/3 pans	Paid by EFT # 52305		05/02/2023	05/02/2023	05/12/2023		05/12/2023	297.98
38 - B & B Food Distributors, INC	393770	18 - Hotdogs and white Styrofoam cups	Paid by EFT # 52305		05/02/2023	05/02/2023	05/12/2023		05/12/2023	498.74
205 - City Of Bloomington	100392580	18 - Cascades Beer - Monarch Dist.	Paid by Check # 76989		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,221.50
8155 - PepsiCo Beverage Sales, LLC	50371154	18 - Cascades Bottled Drinks and BIBs - 4/17/23	Paid by EFT # 52418		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,251.60
8155 - PepsiCo Beverage Sales, LLC	49283654	18 - Cascades Bottled Drinks and BIBs- 4/24/23	Paid by EFT # 52418		05/02/2023	05/02/2023	05/12/2023		05/12/2023	323.78
204 - State Of Indiana	Per RR5329177 23	18 - Alcohol Permit for Cascades Golf Course 2023	Paid by Check # 77008		05/02/2023	05/02/2023	05/12/2023		05/12/2023	500.00
5819 - Synchrony Bank	2473 042023	18-Cascades Golf Course snack bar supplies 4-20-23	Paid by Check # 77009		05/02/2023	05/02/2023	05/12/2023		05/12/2023	190.06
5819 - Synchrony Bank	3776	18-Cascades- Candy, Chips, Buns, Snack Bar misc	Paid by Check # 77009		05/02/2023	05/02/2023	05/12/2023		05/12/2023	181.60
5819 - Synchrony Bank	4104	18-Cascades- Candy, Chips, Buns, Snack Bar misc	Paid by Check # 77009		05/02/2023	05/02/2023	05/12/2023		05/12/2023	170.34
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 10		<div></div> \$5,051.80	
Program 183500 - Golf Services Totals							Invoice Transactions 10		<div></div> \$5,051.80	
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1627155	18- Cascades Golf Course-Cart Zp Bag-5 o clock	Paid by Check # 76992		05/02/2023	05/02/2023	05/12/2023		05/12/2023	119.70
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 1		<div></div> \$119.70	
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 1		<div></div> \$119.70	
Program 185000 - Twin Lakes Recreation Center										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	755234	18 - TLRC Hardware & Maintenance Supplies mouse trap	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	7.74
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1		<div></div> \$7.74	



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53150 - Communications Contract										
454 - DirecTV, LLC	075619410X23 0422	18-satellite service for TLRC-4/21-05/20/23	Paid by Check # 76982		05/03/2023	05/03/2023	05/03/2023		05/03/2023	245.98
Account 53150 - Communications Contract Totals								Invoice Transactions	1	\$245.98
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	111155	18-advertising banner USAF for TLRC #1	Paid by EFT # 52427		05/02/2023	05/02/2023	05/12/2023		05/12/2023	142.66
Account 53310 - Printing Totals								Invoice Transactions	1	\$142.66
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330 423	18-Parks Electrical Charges April 2023	Paid by Check # 76983		05/03/2023	05/03/2023	05/03/2023		05/03/2023	42.32
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$42.32
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5276562305032 3	18-Natural Gas Charges Edit TLRC-03/29/23- 04/27/23			05/10/2023	05/10/2023	05/10/2023			443.38
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$443.38
Account 53610 - Building Repairs										
53657 - Plymate, INC	3173618	18 - TLRC Entry Mats 4 -26-23	Paid by EFT # 52419		05/02/2023	05/02/2023	05/12/2023		05/12/2023	81.62
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$81.62
Program 185000 - Twin Lakes Recreation Center Totals								Invoice Transactions	6	\$963.70
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	042023	18- TLRC Group Ex Instructor Pay 04/17- 04/20/23	Paid by EFT # 52307		05/02/2023	05/02/2023	05/12/2023		05/12/2023	125.00
8271 - Morgan Brummett	042223	18- TLRC Group Ex Instructor Pay 04/22/23	Paid by EFT # 52323		05/02/2023	05/02/2023	05/12/2023		05/12/2023	37.50
8370 - Alice M Day	041823	18- TLRC Group Ex Instructor Pay 04/18/23	Paid by EFT # 52344		05/02/2023	05/02/2023	05/12/2023		05/12/2023	31.25
8234 - Paetyn Denson	042523	18- TLRC Group Ex Instructor Pay 04/16- 04/25	Paid by EFT # 52346		05/02/2023	05/02/2023	05/12/2023		05/12/2023	300.00
8234 - Paetyn Denson	042023	18- TLRC Group Ex Instructor Pay 04/17- 04/20/23	Paid by EFT # 52346		05/02/2023	05/02/2023	05/12/2023		05/12/2023	150.00
5274 - Catherine T Gossett	041923	18- TLRC Group Exercise Instructor Pay	Paid by EFT # 52362		05/02/2023	05/02/2023	05/12/2023		05/12/2023	31.25



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
8399 - Gustavus Alexis McLeod	042023	18- TLRC Group Ex Instructor Pay 04/13-04/20/23	Paid by EFT # 52403		05/02/2023	05/02/2023	05/12/2023		05/12/2023	93.75
7086 - Rivkah L Moore	042123	18- TLRC Group Ex Instructor Pay 04/17-04/21/23	Paid by EFT # 52409		05/02/2023	05/02/2023	05/12/2023		05/12/2023	156.25
1973 - Megan M Stark	042823	18-TLRC- Personal Training Payment 04/17-04/28/23	Paid by EFT # 52452		05/02/2023	05/02/2023	05/12/2023		05/12/2023	600.00
8184 - Emily E Tally	042023	18- TLRC Group Ex Instructor Pay 04/18-04/20/23	Paid by EFT # 52458		05/02/2023	05/02/2023	05/12/2023		05/12/2023	62.50
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	10		\$1,587.50
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions	10		\$1,587.50
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
20105 - Brandon B Chambers	041823	18- TLRC 2023 BYB Season III Official-Chambers	Paid by EFT # 52332		05/02/2023	05/02/2023	05/12/2023		05/12/2023	75.00
7276 - Kaitlyn Clementi	041923	18-TLRC - Personal Training payment 04/17-04/19/23	Paid by EFT # 52336		05/02/2023	05/02/2023	05/12/2023		05/12/2023	195.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	2		\$270.00
Program 185003 - TLRC-Basketball Totals							Invoice Transactions	2		\$270.00
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	176324	18 - TLRC Concessions Items for Sale 4-24-23	Paid by EFT # 52360		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,230.70
8155 - PepsiCo Beverage Sales, LLC	44473907	18 - TLRC Concessions Items for Sale 4-19-23	Paid by EFT # 52418		05/02/2023	05/02/2023	05/12/2023		05/12/2023	676.71
8155 - PepsiCo Beverage Sales, LLC	50357305	18 - TLRC Concessions Items for Sale 4-26-23	Paid by EFT # 52418		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,121.37
5819 - Synchrony Bank	2719	18 - TLRC Concessions Items for Sale 4-21-23	Paid by Check # 77009		05/02/2023	05/02/2023	05/12/2023		05/12/2023	650.70
5819 - Synchrony Bank	7348	18 - TLRC Concessions Items for Sale 4-27-23	Paid by Check # 77009		05/02/2023	05/02/2023	05/12/2023		05/12/2023	303.26
21145 - Sysco USA III, LLC	338486960	18 - TLRC Concessions Items for Sale 4-19-23	Paid by EFT # 52456		05/02/2023	05/02/2023	05/12/2023		05/12/2023	737.09



Board of Park Commissioners Claim Register

Invoice Date Range 04/29/23 - 05/12/23

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										
21145 - Sysco USA III, LLC	338497085	18 - TLRC Concessions Items for Sale 4-26-23	Paid by EFT # 52456		05/02/2023	05/02/2023	05/12/2023		05/12/2023	525.46
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	7	\$5,245.29
Program 185006 - TLRC-Concessions Totals								Invoice Transactions	7	\$5,245.29
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
3960 - Cortland V Carrington (Farmers Market Only)	3110	18-Market Bucks and Gift Certificates	Paid by EFT # 52325		05/02/2023	05/02/2023	05/12/2023		05/12/2023	20.00
12430 - Luke Rhodes	3109	18-Market Bucks and Gift Certificates	Paid by EFT # 52428		05/02/2023	05/02/2023	05/12/2023		05/12/2023	10.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3112	18-Market Bucks and Gift Certificates	Paid by EFT # 52447		05/02/2023	05/02/2023	05/12/2023		05/12/2023	40.00
6623 - Twilight Dairy, LLC	3114	18-Market Bucks and Gift Certificates	Paid by EFT # 52468		05/02/2023	05/02/2023	05/12/2023		05/12/2023	160.00
Account 47230 - Gift Certificate Totals								Invoice Transactions	4	\$230.00
Account 47240 - EBT Market Bucks										
8361 - Blooming Shrooms, LLC	3113	18-Market Bucks	Paid by EFT # 52314		05/02/2023	05/02/2023	05/12/2023		05/12/2023	99.00
3960 - Cortland V Carrington (Farmers Market Only)	3110	18-Market Bucks and Gift Certificates	Paid by EFT # 52325		05/02/2023	05/02/2023	05/12/2023		05/12/2023	51.00
8154 - Austin Larsen (Farm Over Yonder LLC)	3115	18-Market Bucks	Paid by EFT # 52396		05/02/2023	05/02/2023	05/12/2023		05/12/2023	63.00
8640 - Moon Valley Farm LLC	3111	18-Market Bucks	Paid by EFT # 52408		05/02/2023	05/02/2023	05/12/2023		05/12/2023	24.00
12430 - Luke Rhodes	3109	18-Market Bucks and Gift Certificates	Paid by EFT # 52428		05/02/2023	05/02/2023	05/12/2023		05/12/2023	66.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3106	18-Market Bucks	Paid by EFT # 52442		05/02/2023	05/02/2023	05/12/2023		05/12/2023	6.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3112	18-Market Bucks and Gift Certificates	Paid by EFT # 52447		05/02/2023	05/02/2023	05/12/2023		05/12/2023	108.00
5673 - Stephen Stoll	3108	18-Market Bucks	Paid by EFT # 52455		05/02/2023	05/02/2023	05/12/2023		05/12/2023	102.00
6623 - Twilight Dairy, LLC	3114	18-Market Bucks and Gift Certificates	Paid by EFT # 52468		05/02/2023	05/02/2023	05/12/2023		05/12/2023	111.00
Account 47240 - EBT Market Bucks Totals								Invoice Transactions	9	\$630.00
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	751997	18- FM Painting Supplies	Paid by EFT # 52391		05/02/2023	05/02/2023	05/12/2023		05/12/2023	51.78



Board of Park Commissioners Claim Register

Invoice Date Range 04/29/23 - 05/12/23

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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	755223	18 -FM Hardware	Paid by EFT #		05/02/2023	05/02/2023	05/12/2023		05/12/2023	10.98
		Supplies - 2 gate hooks	52391							
8658 - Kleindorfer's Hardware LLC	755433	18 FM Hardware	Paid by EFT #		05/02/2023	05/02/2023	05/12/2023		05/12/2023	49.25
		Supplies - spray paint,	52391							
		gloves, pick up tool, etc								
Account 52420 - Other Supplies Totals										Invoice Transactions 3
										\$112.01
Account 53650 - Other Repairs										
32 - Cassidy Electrical Contractors, INC	31174	18- Light and power in	Paid by EFT #		05/02/2023	05/02/2023	05/12/2023		05/12/2023	925.00
		Market Shed	52327							
Account 53650 - Other Repairs Totals										Invoice Transactions 1
										\$925.00
Account 53990 - Other Services and Charges										
8689 - Malana Martin	0041	18-FM Entertainment	Paid by EFT #		05/02/2023	05/02/2023	05/12/2023		05/12/2023	100.00
			52401							
7797 - Derrick S Weidner	303	18- FM Entertainment	Paid by EFT #		05/02/2023	05/02/2023	05/12/2023		05/12/2023	100.00
			52474							
Account 53990 - Other Services and Charges Totals										Invoice Transactions 2
										\$200.00
Program 186503 - Community Events-Farmers' Market Totals										Invoice Transactions 19
										\$2,097.01
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
8491 - Eric Zhong	1	18- Performance at	Paid by EFT #		05/02/2023	05/02/2023	05/12/2023		05/12/2023	150.00
		Nature Sounds-4/28/23	52485							
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$150.00
Program 186506 - Performing Art Series Totals										Invoice Transactions 1
										\$150.00
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
17565 - Michael B Hicks (Contractual)	042023	18-TLSP Umpire-Hicks	Paid by EFT #		05/02/2023	05/02/2023	05/12/2023		05/12/2023	300.00
		4/16-4/20/23	52370							
7758 - Timothy R Louis	042023	18-TLSP 2023 Umpire-	Paid by EFT #		05/02/2023	05/02/2023	05/12/2023		05/12/2023	225.00
		Louis 04/19-04/20/23	52400							
557 - Vicki Lynn Minder	042323	18-TLSP 2023 Umpire-	Paid by EFT #		05/02/2023	05/02/2023	05/12/2023		05/12/2023	525.00
		Minder 04/16-04/23/23	52405							
6526 - Craig T Sparks	042323	18-TLSP 2023 Umpire-	Paid by EFT #		05/02/2023	05/02/2023	05/12/2023		05/12/2023	150.00
		Sparks 04/16-04/23/23	52450							
6470 - Adriann Nicole Wilson	042323	18-TLSP 2023 Umpire-	Paid by EFT #		05/02/2023	05/02/2023	05/12/2023		05/12/2023	75.00
		Wilson 04/23/23	52478							
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 5
										\$1,275.00
Program 187001 - Adult Sports-Softball Totals										Invoice Transactions 5
										\$1,275.00
Program 187006 - Adult Sports-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	176322	18 - TLSP Concession	Paid by EFT #		05/02/2023	05/02/2023	05/12/2023		05/12/2023	299.15
		Items to Sell - 4-24-23	52360							



Board of Park Commissioners Claim Register

Invoice Date Range 04/29/23 - 05/12/23

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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 187006 - Adult Sports-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	44473908	18 - TLRC Concessions Items for Sale 4-19-23	Paid by EFT # 52418		05/02/2023	05/02/2023	05/12/2023		05/12/2023	423.64
5819 - Synchrony Bank	2720	18 - TLSP Concessions Items for Sale 4-21-23	Paid by Check # 77009		05/02/2023	05/02/2023	05/12/2023		05/12/2023	378.12
5819 - Synchrony Bank	7328	18 - TLSP Concessions Items for Sale 4-27-23	Paid by Check # 77009		05/02/2023	05/02/2023	05/12/2023		05/12/2023	285.14
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	4		\$1,386.05
Program 187006 - Adult Sports-Concessions Totals							Invoice Transactions	4		\$1,386.05
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
4630 - Jonathan Racek	2	18-Public Art Fabrication, Rogers Family Pk-4/28/23	Paid by EFT # 52426		05/02/2023	05/02/2023	05/12/2023		05/12/2023	10,175.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$10,175.00
Program 189000 - Operations Totals							Invoice Transactions	1		\$10,175.00
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
6889 - Professional Golfcar Corporation	01-25517	18- SYP 4-Seater Golf Cart Battery Parts & Repair	Paid by EFT # 52423		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,603.31
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$1,603.31
Program 189006 - Switchyard Property Totals							Invoice Transactions	1		\$1,603.31
Department 18 - Parks & Recreation Totals							Invoice Transactions	69		\$30,086.11
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions	69		\$30,086.11
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	201032	18- Duke Power Line Trail Design	Paid by EFT # 52304		05/02/2023	05/02/2023	05/12/2023		05/12/2023	1,213.70
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$1,213.70
Program 18018A - 7th St Green Way, RCA Power Line Totals							Invoice Transactions	1		\$1,213.70
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
8564 - River Farm LLC	7739	18-UF Tree Stock (89)	Paid by EFT # 52433		05/02/2023	05/02/2023	05/12/2023		05/12/2023	19,098.50



Board of Park Commissioners Claim Register

Invoice Date Range 04/29/23 - 05/12/23

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	2022-1663-07	18-Bicentennial Gateway Project - Phase 1-services thru 3/31/23	Paid by EFT # 52438		05/02/2023	05/02/2023	05/12/2023		05/12/2023	18,967.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$38,065.50
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals							Invoice Transactions	2		\$38,065.50
Department 18 - Parks & Recreation Totals							Invoice Transactions	3		\$39,279.20
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	3		\$39,279.20
Grand Totals							Invoice Transactions	206		\$287,016.48

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
05/12/23	Claims				\$287,016.48
					<u>\$287,016.48</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 \$287,016.48 5/12/2023

Dated this ____ day of _____ year of 20____.

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

Fiscal Office_____

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2022	2022	2022	2022	2023	2023	2023	
April	Total	Expenses	Expenses	of Expenses	Total	Expenses	% of Expenses	
2023	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>April</u>	<u>to date</u>	<u>Budget</u>	<u>April</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	813,903	795,767	425,190	53.43%	844,049	488,936	57.93%	14.99%
Health & Wellness	94,977	74,166	13,272	17.89%	93,493	18,950	20.27%	42.79%
Community Relations	510,923	370,480	70,936	19.15%	540,874	127,551	13.12%	79.81%
Aquatics	424,371	362,430	56,743	15.66%	451,892	19,758	4.37%	-65.18%
Frank Southern Center	387,393	366,648	146,328	39.91%	425,242	134,100	31.53%	-8.36%
Golf Services	833,792	821,950	238,153	28.97%	915,889	229,769	25.09%	-3.52%
Natural Resources	420,230	361,353	69,864	19.33%	534,405	102,606	19.20%	46.86%
Youth Programs	77,162	74,369	19,950	26.83%	82,763	26,370	31.86%	32.18%
TLRC	305,962	282,555	84,736	29.99%	315,143	104,127	33.04%	22.89%
Community Events	576,608	508,788	130,489	25.65%	567,876	163,541	28.80%	25.33%
Adult Sports	325,324	298,747	57,198	19.15%	294,196	66,119	22.47%	15.60%
Youth Sports	310,858	292,128	59,074	20.22%	311,917	66,786	21.41%	13.06%
BBCC	434,110	284,365	70,933	24.94%	453,306	103,086	22.74%	45.33%
Inclusive Recreation	92,832	71,356	20,551	28.80%	137,174	22,107	16.12%	7.57%
Operations	1,757,328	1,645,774	450,850	27.39%	2,347,357	553,804	23.59%	22.84%
Switchyard Property	676,749	400,552	99,875	24.93%	859,828	146,398	17.03%	46.58%
Landscaping	886,913	670,109	154,033	22.99%	1,061,503	200,169	18.86%	29.95%
Cemeteries	398,487	347,063	53,297	15.36%	256,422	54,455	21.24%	2.17%
Urban Forestry	530,277	349,617	112,716	32.24%	660,133	166,367	25.20%	47.60%
Recover Forward	0			0.00%		0	0.00%	0.00%
General Fund total:	9,858,200	8,378,217	2,334,186	27.86%	11,153,462	2,794,998	25.06%	19.74%
Non-Reverting Fund								
Administration	12,800	2,277	552	24.24%	17,168	5,701	33.21%	932.91%
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	588	10.99%	0.00%
Aquatics	57,518	60,043	2,108	3.51%	76,595	1,536	2.01%	-27.14%
Frank Southern Center	88,282	68,157	26,379	38.70%	89,833	34,729	38.66%	31.65%
Golf Services	136,759	148,600	39,037	26.27%	154,313	55,316	35.85%	41.70%
Natural Resources	81,710	53,857	31,210	57.95%	46,850	9,384	20.03%	-69.93%
Youth Programs	69,137	146,654	7,719	5.26%	166,839	9,554	5.73%	23.78%
*TLRC - day to day	555,813	578,342	174,830	30.23%	650,779	203,795	31.32%	16.57%
Community Events	226,836	141,048	21,956	15.57%	144,879	25,916	17.89%	18.04%
Adult Sports	78,515	102,072	10,675	10.46%	110,335	30,662	27.79%	187.22%
Youth Sports	9,791	9,022	2,614	28.98%	9,752	3,152	32.32%	20.58%
BBCC	2,560	15,705	0	0.00%	4,560	88	1.94%	
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	141,758	309,918	18,106	5.84%	572,425	692,900	121.05%	3726.86%
Dog Park	0	0	0	0.00%	36,635	0	0.00%	0.00%
Switchyard	27,558	23,752	2,119	8.92%	0	6,525	0.00%	207.96%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	12,650	3,315	125	3.77%	12,850	2,860	22.26%	2188.00%
N-R Fund subtotal:	1,511,042	1,667,739	337,440	20.23%	2,105,650	1,083,121	51.44%	220.98%
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	576,446	26.91%	2,579,662	1,314,527	50.96%	128.04%
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			13,689					
2022-2023 MCCSC 21st Century						13,677		
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	13,689	0.00%	473	14,528		
TOTAL ALL FUNDS	11,843,455	9,537,723	2,924,321	30.66%	13,733,597	4,124,053	30.03%	41.03%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues April 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>April</u>	<u>to date</u>	<u>for year</u>	<u>April</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,542,219	7,675,587		0.00%	8,138,119		0.00%	0.00%
Administration	500	421	30	7.13%	400	60	15.00%	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	116,224	62.55%	225,000	127,897	56.84%	10.04%
Golf Services	699,000	880,800	161,900	18.38%	701,000	191,175	27.27%	18.08%
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	5,915	21.08%	14,000	6,635	47.39%	12.17%
Adult Sports	16,000	28,065	13,985	49.83%	32,000	13,105	40.95%	-6.29%
Youth Sports	25,500	30,162	2,326	7.71%	39,000	287	0.74%	-87.64%
BBCC	15,000	9,929	1,371	13.81%	18,000	8,519	47.33%	521.25%
Operations	0	26	0	0.00%	0	0	0.00%	0.00%
Landscaping	0	0	12,775	33.84%	0	0	0.00%	0.00%
Cemeteries	35,000	37,750	0	0.00%	42,000	15,550	37.02%	0.00%
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 Re	1,198,500	1,374,415	314,526	22.88%	1,259,400	363,229	28.84%	15.48%
General Fund Total	7,740,719	9,050,003	314,526	3.48%	9,397,519	363,229	3.87%	15.48%
Non-Reverting Fund								
Administration	35,600	151,029	15,172	10.05%	35,000	18,819	53.77%	24.04%
Health & Wellness	6,450	5,678	457	8.05%	8,150	850	10.43%	86.00%
Community Relations	3,000	6,250	2,400	38.40%	3,000	1,150	38.33%	-52.08%
Aquatics	80,000	75,562	8,094	10.71%	82,500	11,239	13.62%	0.00%
Frank Southern	91,300	85,658	16,240	18.96%	55,000	16,945	30.81%	4.34%
Golf Services	163,000	238,405	46,547	19.52%	180,500	57,255	31.72%	23.00%
Natural Resources	71,400	60,530	4,232	6.99%	71,400	4,292	6.01%	1.42%
Youth Programs	163,500	169,252	107,789	63.69%	170,000	116,898	68.76%	8.45%
*TLRC -Operational	599,625	856,191	307,721	35.94%	725,749	341,974	47.12%	11.13%
Community Events	139,740	155,718	64,838	41.64%	144,800	86,991	60.08%	34.17%
Adult Sports	54,500	103,383	33,353	32.26%	88,500	16,993	19.20%	-49.05%
Youth Sports	8,000	3,302	431	13.05%	8,000	0	0.00%	0.00%
BBCC	7,600	21,842	2,301	10.53%	4,800	6,220	129.58%	170.33%
Operations	68,900	350,680	42,340	12.07%	69,940	708,802	1013.44%	1574.07%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	41,500	69,760	16,541	23.71%	42,500	26,307	61.90%	59.03%
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	6,500	38.92%	14,600	58,700	402.05%	0.00%
N-R Fund subtotal:	1,549,115	2,369,940	674,955	28.48%	1,704,839	1,473,434	86.43%	118.30%
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			4,820		
G14009 Summer Food Grant		-2,866						
Communit Banneker Bus								
Kaboom Play Everywhere								
NRPA Nutrition Hub		5,000	5,000					
Duke Arbor Day		4,050	4,050					
Griffy LARE Veg. Mgt								
G15008 Leonard Spring								
G15009 Griffy Nature Days		4,328						
(902) Rose Hill Trust		621	40			501		
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	38,398		0	5,320		
TOTAL ALL FUNDS	9,289,834	11,513,348	1,027,879	8.93%	11,102,358	1,841,983	16.59%	79.20%

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	4/30/2023	revenue	4/30/2023	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	427,446.31	18,818.95		5,701.44		13,117.51	440,563.82
Health & Wellness	16,253.08	850.00		413.96		436.04	16,689.12
Community Relations	42,319.83	1,150.00		588.00		562.00	42,881.83
Aquatics	373,664.34	11,239.00		1,536.34		9,702.66	383,367.00
Frank Southern Center	175,382.59	16,944.83		34,645.48		(17,700.65)	157,681.94
Golf Course	338,233.73	57,254.96		55,316.02		1,938.94	340,172.67
Natural Resources	361,240.86	4,291.50		9,383.54		(5,092.04)	356,148.82
Allison Jukebox	331,329.03	116,897.84		9,554.23		107,343.61	438,672.64
TLRC	(2,962,073.01)	310,831.40		435,201.40		(124,370.00)	(3,086,443.01)
TLRC Reserve	816,213.69	31,143.00		0.00		31,143.00	847,356.69
Community Events	525,209.53	86,991.33		25,795.95		61,195.38	586,404.91
Adult Sports	15,493.13	16,993.20		30,649.56		(13,656.36)	1,836.77
Youth Sports	(564.07)	0.00		3,128.27		(3,128.27)	(3,692.34)
Skate Park	22,417.65	0		0.00		0.00	22,417.65
Benjamin Banneker Cor	51,686.09	6219.72		88.39		6,131.33	57,817.42
Operations	283,227.99	708,802.26		692,900.13		15,902.13	299,130.12
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	296,319.33	26,306.56		6,524.77		19,781.79	316,101.12
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	58,700.00		2,860.00		55,840.00	105,257.09
Change Fund	0.00	0.00				0.00	0.00
Deposits	0.00	0.00				0.00	0.00
TOTALS	1,184,162.34	1,473,434.55	0.00	1,314,287.48	0.00	159,147.07	1,343,309.41
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds							159,147.07
** 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
04/03/2023	2248358	4	AR	245101_B	Kid City Original (245101-B)	Refund Now	PHILBECE	105.00	0.00	105.00
04/03/2023	2248358	4	AR	245101_G	Kid City Original (245101-G)	Refund Now	PHILBECE	185.00	0.00	185.00
04/03/2023	2248557	4	FR	SHELT_OLCPK_	Young Pavilion on 05/13/2023 at 6:0	Refund Now	PHILBECE	87.00	0.00	87.00
04/04/2023	2249401	6	AR	275301_D	Banneker Camp - 6/20/23-6/23/23 (2	Refund Now	grabowsm	10.00	0.00	10.00
04/04/2023	2249401	6	AR	275301_E	Banneker Camp - 6/26/23-6/30/23 (2	Refund Now	grabowsm	10.00	0.00	10.00
04/06/2023	2250649	4	FR	SHELT_OLCPK_	Young Pavilion on 09/02/2023 at 6:0	Refund Now	PHILBECE	87.00	0.00	87.00
04/10/2023	2253413	6	FR	SHELT_BRYPK_	Bryan Woodlawn on 05/05/2023 at 6:	Refund Now	grabowsm	87.00	0.00	87.00
04/10/2023	2253437	6	FR	Turf_TLRC_Turf	Turf on 04/08/2023 at 2:00pm to 5:0	Refund Now	grabowsm	210.00	0.00	210.00
04/11/2023	2254710	6	AR	245002_E	All Levels (245002-E)	Refund Now	grabowsm	215.00	0.00	215.00
04/12/2023	2255720	4	AR	245002_I	All Levels (245002-I)	Refund Now	PHILBECE	215.00	0.00	215.00
04/12/2023	2255746	3	FR	SHELT_CASPK_	Waterfall Shelter on 04/09/2023 at 6:	Refund Now	HALTI	43.50	0.00	43.50
04/13/2023	2257047	5	AR	165202_A	Willie Streeter - Large Plot (165202-A	Refund Now	michele.wilson	80.00	0.00	80.00
04/13/2023	2257054	5	AR	165203_A	Switchyard Park Garden - Raised Be	Refund Now	michele.wilson	45.00	0.00	45.00
04/14/2023	2257531	4	AR	220102_A	Learn to Swim: Level 1 (220102-A)	Refund Now	PHILBECE	75.00	0.00	75.00
04/14/2023	2257531	4	AR	220102_A	Learn to Swim: Level 1 (220102-A)	Refund Now	PHILBECE	75.00	0.00	75.00
04/16/2023	2259659	500	PSS	222	9 Hole Greens Fee (222)	Refund Now	COWDENJ	16.00	0.00	16.00
04/16/2023	2259659	500	PSS	222	9 Hole Greens Fee (222)	Refund Now	COWDENJ	16.00	0.00	16.00
04/16/2023	2259659	500	PSS	222	9 Hole Greens Fee (222)	Refund Now	COWDENJ	16.00	0.00	16.00
04/16/2023	2259659	500	PSS	301	1/2 9Hole Cart Rent (301)	Refund Now	COWDENJ	8.00	0.00	8.00
04/16/2023	2259659	500	PSS	301	1/2 9Hole Cart Rent (301)	Refund Now	COWDENJ	8.00	0.00	8.00
04/16/2023	2259659	500	PSS	301	1/2 9Hole Cart Rent (301)	Refund Now	COWDENJ	8.00	0.00	8.00
04/16/2023	2259659	500	PSS	301	1/2 9Hole Cart Rent (301)	Refund Now	COWDENJ	8.00	0.00	8.00
04/16/2023	2259659	500	PSS	222	9 Hole Greens Fee (222)	Refund Now	COWDENJ	16.00	0.00	16.00
04/16/2023	2259845	500	PSS	221	18 Hole Greens Fee (221)	Refund Now	COWDENJ	24.00	0.00	24.00
04/16/2023	2259845	500	PSS	302	1/2 18Hole Cart Rent (302)	Refund Now	COWDENJ	16.00	0.00	16.00
04/17/2023	2260268	5	AR	220104_H	Learn to Swim: Level 3 Stroke Develo	Refund Now	michele.wilson	75.00	0.00	75.00
04/19/2023	2261576	3	FR	SHELT_BRYPK_	Bryan Woodlawn on 04/29/2023 at 6:	Refund Now	HALTI	87.00	0.00	87.00
04/19/2023	2261576	3	FR	SHELT_BRYPK_	Bryan Woodlawn on 05/07/2023 at 6:	Refund Now	HALTI	87.00	0.00	87.00
04/22/2023	2263979	500	PSS	222	9 Hole Greens Fee (222)	Refund Now	hilkern	16.00	0.00	16.00
04/22/2023	2263979	500	PSS	301	1/2 9Hole Cart Rent (301)	Refund Now	hilkern	8.00	0.00	8.00
04/22/2023	2263979	500	PSS	222	9 Hole Greens Fee (222)	Refund Now	hilkern	16.00	0.00	16.00
04/22/2023	2263979	500	PSS	301	1/2 9Hole Cart Rent (301)	Refund Now	hilkern	8.00	0.00	8.00
04/24/2023	2266631	5	AR	245002_I	All Levels (245002-I)	Refund Now	michele.wilson	215.00	0.00	215.00
04/24/2023	2266961	6	FR	SHELT_CASPK_	Sycamore Shelter on 05/14/2023 at	Refund Now	grabowsm	97.00	0.00	97.00
04/26/2023	2268387	6	AR	140009_A	You Too Can Canoe! (140009-A)	Refund Now	grabowsm	10.00	0.00	10.00
04/26/2023	2268387	6	AR	140009_A	You Too Can Canoe! (140009-A)	Refund Now	grabowsm	10.00	0.00	10.00
04/26/2023	2268387	6	AR	140009_A	You Too Can Canoe! (140009-A)	Refund Now	grabowsm	10.00	0.00	10.00
04/26/2023	2268387	6	AR	140009_A	You Too Can Canoe! (140009-A)	Refund Now	grabowsm	10.00	0.00	10.00
04/26/2023	2268387	6	AR	140009_A	You Too Can Canoe! (140009-A)	Refund Now	grabowsm	10.00	0.00	10.00
04/26/2023	2268705	6	AR	265002_A	Teen Art Lab (265002-A)	Refund Now	grabowsm	25.00	0.00	25.00
04/27/2023	2269454	6	PM	TL-2P-1M	TL 2P 1M PIF (34789)	Refund Now	grabowsm	12.00	0.00	12.00
04/28/2023	2270250	6	AR	220102_C	Learn to Swim: Level 1 (220102-C)	Refund Now	grabowsm	75.00	0.00	75.00

Refund Listing Report

Report Summary Totals Continued...**Report Summary Totals**

Total Refund Records:	42
Total Fees Refunded:	2,436.50
Total Tax Refunded:	0.00
Total Amount Refunded:	2,436.50

Refund Listing Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

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

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	04/01/2023 - Actual Date 04/01/2023
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	04/30/2023 - Actual Date 04/30/2023
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

May-23

May-23

[illegible]



STAFF REPORT

Agenda Item: A-7 Date: 5-10-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: May 16, 2023
SUBJECT: PARTNERSHIP AGREEMENT WITH SUMMER STAR
FOUNDATION FOR BANNEKER NATURE DAYS

Recommendation

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Summer Star Foundation for Banneker Summer Nature Days. The project will be completed with \$4,860 in funding provided by the Summer Star Foundation.

Background

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

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

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

RESPECTFULLY SUBMITTED,

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

Rebecca Swift, Natural Resources Coordinator



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

This Agreement is made and entered into as of this ____ day of _____, 2023, by and between the City of Bloomington Parks and Recreation Department (hereinafter, “BPRD”), and Summer Star Foundation for Nature, Art and Humanity, Inc. (hereinafter, “Summer Star Foundation”), sometimes collectively referred to hereinafter as the “Parties.”

1. Purpose of Agreement:

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

2. Duration of Agreement:

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

3. City of Bloomington Parks & Recreation Department:

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

4. Summer Star Foundation:

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

5. Banneker Summer Nature Days Project

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

Sixty Dollars (\$4,860.00) by June 30, 2023, to be used to provide funding for the Banneker Summer Nature Days Project (the “Nature Day Project”).

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

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

- a. BPRD shall oversee the design and implementation of the Nature Day Project. The exact location and station topics will be determined during the planning phase to commence in May 2023.
- b. Nature Day Project activities will take place as part of a Nature Club to be held at the Banneker Community Center four days a week during the period from May 29th, 2023, to July 28, 2023, inclusive. On each day that Nature Club meets there will be an afternoon session that will last approximately 2 hours.
- c. Roughly 100 participants will be welcomed to attend the in-person Nature Day Project through the Banneker Community Center.
- d. Nature Day Project participants will each receive a natural journal at the beginning of the program to record weekly activities and lessons that correspond to nature topics.
- e. Nature Day Project activities will include some or all of the following:
 - (i) Field trips to local parks and nature preserves to experience hiking and exploration of various ecosystems;
 - (ii) Physical, chemical, and biological field monitoring;
 - (iii) Plant identification tips and foraging skills;
 - (iv) Habitat building and exploration on-site;
 - (v) Weather forecasts and meteorology;
 - (vi) Nature crafts; and
 - (vii) Investigations of local wildlife
- f. While the target audience of the Nature Day Project will be children in grades K-6, students in grades 7-12 may participate in the project as unpaid group leaders and staff assistants. Take-home activities will also encourage family members to participate.
- g. BPRD shall perform participant assessments, staff evaluations, and take photographs of program activities during the course of the Nature Day Project.
- h. BPRD shall cause the BPRD Staff to provide Summer Star Foundation with planning reports by the end of each month, beginning with the month in which planning for the Nature Day Project starts.

- i. BPRD shall provide Summer Star Foundation an evaluation report of the Nature Day Project by September 30, 2023, including a summary of the budget and expenditures for the Nature Day Project, and an evaluation of the Nature Day Project effectiveness, and a summary of the assessments and evaluations.
- j. Should BPRD and the Banneker Community Center decide to continue and/or expand the Nature Day Project after August 31, 2023, BPRD shall offer to the Summer Star Foundation the opportunity to provide funding before other outside private sources of funding are sought or accepted. This provision shall not be interpreted to impose any obligation on the Summer Star Foundation to continue or expand its support of the Nature Day Project beyond its stated contribution under this Agreement for the 2023 summer.
- k. BPRD shall, by September 30, 2023, return to the Summer Star Foundation any remaining funds contributed by the Summer Star Foundation to BPRD that have not been used for the purposes set forth in this Paragraph 5.

6. BPRD General Administration Responsibilities.

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

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

7. Summer Star Foundation Responsibilities.

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

8. Terms Mutually Agreed to By the Parties:

- a. The intent of this Agreement is to document a mutually beneficial relationship between Summer Star Foundation and the BPRD.
- b. Summer Star Foundation is making the grant hereunder to the BPRD in reliance on the

BPRD's agreement to administer the funds in accordance with the terms of this Agreement. Summer Star Foundation reserves the right to take whatever steps it deems necessary to monitor the Nature Day Project to ensure compliance with the provisions of this Agreement relating to the operation of said project.

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

9. Notice and Agreement Representatives:

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

Bloomington Parks and Recreation

Rebecca Swift
Natural Resources Coordinator
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation

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

AND

Jordana G. Schreiber, Esq.
Day Pitney LLP
One Federal Street, 29th Floor
Boston, MA 02110
Phone: 617.345.4608
Fax: 617.607.6070

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

Bloomington Parks and Recreation

Rebecca Swift
Natural Resources Coordinator
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation

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

AND

Jordana G. Schreiber, Esq.
Day Pitney LLP
One Federal Street, 29th Floor
Boston, MA 02110
Phone: 617.345.4608
Fax: 617.607.6070

10. Termination:

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

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

11. Option for Renewal:

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

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

**City of Bloomington Parks and
Recreation Department**

By:

Paula McDevitt, Director

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

By:

Shalin Liu, President

Kathleen Mills, President
Board of Park Commissioners

Beth Cate, Corporation Counsel



STAFF REPORT

Agenda Item: A-8 Date: 5-10-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: 5/16/23
SUBJECT: PARTNERSHIP AGREEMENT WITH DOWNTOWN BLOOMINGTON, INC

Recommendation

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Downtown Bloomington, Inc. (DBI) for the Fourth of July Parade. There will be a 50/50 split of revenue from parade entry fees after expenses have been paid. The revenue split will be paid through the Community Events – 4th of July Parade account – 201-18-186507-53990.

Background

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

The parade will be on Tuesday, July 4, 2023 from 10:00 a.m. to noon with a performance by the Bloomington Community Band at 9a.m. on the courthouse lawn.

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

RESPECTFULLY SUBMITTED,

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 COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP**

Partner(s):

This Agreement is made and entered into this _____ day of May 2023, by and between the Bloomington Parks and Recreation Department ("BPRD") and Downtown Bloomington, Inc. ("DBI").

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

WHEREAS, DBI is qualified to perform such services; and

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

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

1. Purpose of Agreement

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

2. Duration of Agreement

This Agreement commences on May 16, 2023 and expires on August 31, 2023, unless terminated earlier as provided under Article 8 of this Agreement.

3. Bloomington Parks & Recreation

The goals of BPRD are to partner with another community agency and provide a Fourth of July parade for the Bloomington community. The event, to be held in downtown Bloomington, on Tuesday, July 4, 2023, from 9:00 a.m. to noon is designed to create a social and safe environment for the community to celebrate the Fourth of July. The event will be open to the general public. BPRD agrees to do the following:

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

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

4. Downtown Bloomington, Inc.

The goals of DBI are to partner with BPRD and provide a Fourth of July parade for the Bloomington community. The event, to be held in downtown Bloomington, on Tuesday, July 4, 2023, from 9:00 a.m. to noon, is designed to create a social and safe environment for the community to celebrate the Fourth of July. The event will be open to the general public. Downtown Bloomington, Inc. agrees to do the following:

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

5. Terms Mutually Agreed to By Both Partners

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

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

6. **Insurance & Indemnity**

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

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

7. Notice and Agreement Representatives

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

Downtown Bloomington, Inc:
Talisha Coppock, Executive Director
(812)336-3681

Bloomington Parks and Recreation:
Becky Higgins, Recreation Services Director
(812) 349-3713

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

Downtown Bloomington, Inc
Talisha Coppock, Executive Director
(812) 336-3681

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

8. Termination:

This Agreement may only be terminated by mutual written agreement of all partners.

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

City of Bloomington

Downtown Bloomington, Inc.

Beth Cate, Corporation Counsel

Talisha Coppock, Executive Director

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: 5-10-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: 5/16/23
SUBJECT: CONTRACT FOR SERVICES WITH PROFESSIONAL GOLFCAR CORPORATION

Recommendation

Staff recommends approval of the contract for services with Professional Golfcar Corporation. The service agreement is not to exceed \$500 (Community Events- 4th of July Parade- 201-18-186507-53730).

Background

The Department will be renting golfcars for the department staff at the Bloomington Fourth of July Parade on July 4, 2023.

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

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

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
PROFESSIONAL GOLFCAR 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 Professional Golfcar Corporation ("Contractor").

Article 1. Scope of Services. Contractor shall provide the rental of golfcars for Bloomington Parks and Recreation staff to use during the Fourth of July Parade on Tuesday, July 4, 2023. The Department shall return the golfcars in the condition in which they were received.

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

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

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

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

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

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

Golfcars dropped off Monday July 3, 2023 and picked up Wednesday July 5, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Bill Ream, 401 N. Morton St. Suite 250, Bloomington, IN 47404. Contractor: Professional Golfcar Corporation, Attn: 255 Robert Curry Dr., Martinsville, IN 46151. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. 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

PROFESSIONAL GOLFCAR CORPORATION

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Professional Golfcar Corporation

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-10 Date: 5-10-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: May 16, 2023
SUBJECT: CONTRACT FOR SERVICES WITH BRUCE WILDS SECURITY

Recommendation

Staff recommends approval of the contract for services with Bruce Wilds Security to provide security services at the Bloomington Fourth of July Parade. The service contract is not to exceed \$3,000 (Community Events- 200-18-186500-53990)

Background

Bruce Wilds Security will provide security at the Bloomington Fourth of July Parade. The Department has utilized Bruce Wilds Security for these services for many years and has been very happy with their work.

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

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

This Agreement, entered into on this _____ day of May, 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 for the staging areas and on the parade route for the Bloomington Fourth of July Parade.

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

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed three thousand dollars (\$3,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: CITY EMPLOYEE, 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:

July 4, 2023 from 7am-12pm.

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 Parks and Recreation, Attn: Bill Ream, 401 N. Morton Suite 250, 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

BRUCE WILDS SECURITY

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

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-11
Date: 5-10-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: May 16, 2023
SUBJECT: SERVICE AGREEMENT WITH AQUATIC CONTROL INC FOR GRIFFY LAKE AQUATIC VEGETATION SURVEY

Recommendation

Staff recommends approval of the contract for an aquatic vegetation summer survey and updates to the aquatic vegetation management plan for Griffy Lake. This project is funded by the Lake and River Enhancement (LARE) Grant. Full execution of the contract is contingent on approval from the Indiana Department of Natural Resources. Total budget: \$1,500. Funding source: 201-18-G23004-42110.

Background

Funding from the Indiana Department of Natural Resources Lake and River Enhancement Program has been used to create and update aquatic vegetation management plans, and to treat invasive weeds in Griffy Lake, since 2004. BPR has once again been awarded grant funding to survey vegetation at Griffy Lake. The funding from IDNR will cover the cost of an aquatic vegetation summer survey and updating of the aquatic vegetation management plan. The management plan will provide information on the health of the vegetation community in the lake.

RESPECTFULLY SUBMITTED,

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

Rebecca Swift, Natural Resources Coordinator

**SERVICE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
AQUATIC CONTROL INC
FOR
GRIFFY LAKE AQUATIC VEGETATION SURVEY**

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2023 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed one thousand five hundred dollars (\$1,500). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such

policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	Aquatic Control Inc.
Attn: Rebecca Swift	Attn: Leif Willey
401 N. Morton, Suite 250	418 W. SR 258
Bloomington, Indiana 47402	Seymour, IN 47274

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

AQUATIC CONTROL INC.

Beth Cate, Corporation Counsel

Leif Willey, Lake & Special Projects Supervisor

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Submersed Aquatic Vegetation Survey (T2 Survey) – 2023

- Tier II Survey (July 15-August 31) \$1,200
- Survey Data Spreadsheet Preparation & Management Plan Updates \$300

Total \$1,500

EXHIBIT B

“Project Schedule”

Tier II Aquatic Vegetation Survey (Summer)	July 15 – August 31, 2023
Griffy Lake Aquatic Management Plan Updates	December 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.

AQUATIC CONTROL INC.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-12
Date: 5-10-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: May 16, 2023
SUBJECT: **SERVICE AGREEMENT WITH ECO LOGIC, LLC AT WAPEHANI FOR VEGETATION MANAGEMENT**

Recommendation

Staff recommends approval of this contract with Eco Logic, LLC for vegetation management at Wapehani Mountain Bike Park. Funding source: 200-18-189500-53990. Amount not to exceed \$5,000.00

Background

Eco Logic will provide an experienced OISC certified supervisor to work with the City of Bloomington Urban Greenspace Vegetation Management employees for 4 days in 2023. They will lead crews in the control of invasive plant species, and applying deer repellent to the Oaks planted in 2022, and any other woody stems experiencing deer pressure. Eco Logic will provide all herbicides and deer repellent for all treatment efforts and will coordinate with City of Bloomington representative to schedule all work with their staff. Eco Logic has provided maintenance and remediation services for the last 3 years, so are well equipped to help the city with this project.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, Urban Greenspace Manager

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC**

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

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

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Eco Logic will provide an experienced OISC certified supervisor to work with the City of Bloomington Urban Greenspace Vegetation Management employees for 4 days in 2023. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Joanna Sparks, 401 N. Morton, Bloomington, IN 47404. Contractor: Eco Logic, LLC, Attn: Spencer Goehl, Owner, 8685 W. Vernal Pike, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

ECO LOGIC, LLC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
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.

Eco Logic, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT C
SCOPE OF WORK

5/2/2023

Project Summary:

Eco Logic proposes to send out an experienced OISC certified supervisor to work with the City of Bloomington Parks employees for 4 days in 2023. We propose to lead crews in the control of invasive plant species, and applying deer repellent to the Oaks planted in 2022, and any other woody stems experiencing deer pressure. Eco Logic will provide all herbicides and deer repellent for all treatment efforts. We will coordinate with City of Bloomington representative to schedule all work with their staff. Eco Logic has provided maintenance and remediation services for the last 3 years, so are well equipped to help the city with this project.

Proposal Price: \$ 5,000.00



STAFF REPORT

Agenda Item: A-13
Date: 5-10-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Marotz, Operations Superintendent
DATE: May 16, 2023
SUBJECT: LOWER CASCADES EMERGENCY WATER LINE REPAIR

Recommendation

Staff recommends approval of short service agreement with Harrel Fish Inc. for emergency repairs to broken water line in Lower Cascades Park.

Amount: \$3,813

Funding source: 200-18-189000-53990

Background

While turning water on in Lower Cascades Park to get the drinking fountain and restrooms operational for the season we discovered a leak in the water line that was affecting the water pressure. We contacted HFI for a quote for service that included saw cutting and removing the concrete to expose the pipe, making the repairs using schedule 80 fittings, then covering the opening until Operations staff members could pour new concrete. Due to the quote amount received no other quotes were needed.

RESPECTFULLY SUBMITTED,

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

Mark Marotz, Operations Superintendent

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HARRELL FISH, INC**

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

Article 1. Scope of Services. Contractor shall provide **demo of existing concrete to expose leak location, inspect piping and locate the leak, repair piping by replacing pipe with more efficient schedule 80 fittings, cover the repaired work area, and verify everything is operational** ("Services"). **Enter charges for service calls, hourly rates, weekend, holiday, after hour rates, and emergency rates if applicable.**

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

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed Three thousand eight hundred and thirteen dollars (\$3,813.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Attn Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule. Contractor shall perform the Services according to the following schedule:
All work to begin on April 20th 2023 and completed same day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Mark Marotz, 401 N. Morton, Bloomington, IN 47404. Contractor: Harrel Fish Inc, Attn: Jared Shelton, 2010 Fountain Drive PO Box 1998 Bloomington Indiana 47402. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 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

Harrel Fish Inc.

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Harrel Fish Inc

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-14
Date: 5-10-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: May 16, 2023
SUBJECT: REVIEW/APPROVAL OF AGREEMENT WITH BLUESTONE TREE TO
REMOVE A HAZARDOUS TREE FROM THE GRIFFY LAKE NATURE
PRESERVE

Recommendation

Staff recommends approval of this agreement. The removal cost \$985 and will be paid from the Natural Resources General Fund.

Background

Bluestone Tree removed a large hazardous tree from the south section of the Griffy Loop that was suspended over the trail.

RESPECTFULLY SUBMITTED,

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

Steve Cotter, Natural Resources Manager

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

This Agreement, entered into on this 16th day of May 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bluestone Tree ("Contractor").

Article 1. Scope of Services. Contractor will remove a hazardous tree hanging over the Griffy Loop Trail along the south shore trail.

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 NINE HUNDRED AND EIGHTY-FIVE DOLLARS (\$985). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: 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:
Work was completed on April 29, 2023.

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:** BLUESTONE TREE PO Box 345 Clear Creek, IN. 47426. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

BLUESTONE TREE

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

BLUESTONE TREE

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-15 Date:

Administrator Review\Approval

TO: Board of Park Commissioners
FROM: Shelby Drake, Health and Wellness Coordinator
DATE: May 16, 2023
SUBJECT: AGREEMENT WITH INDIANA UNIVERSITY AQUATICS FOR “ALL KIDS SWIM” PROGRAM

Recommendation

Staff recommends approval of this Facility License Agreement with Indiana University Recreational Sports Outdoor Pool for the All Kids Swim program in June and July, 2023. Budget line is 201-18-181001-53990 and will not exceed \$3,520. Funding will be through reimbursement by the Bloomington Parks Foundation.

Background

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

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Shelby Drake". The signature is fluid and cursive, with a large loop at the end.

Shelby Drake, Health and Wellness Coordinator

2023-January



STAFF REPORT

Agenda Item: B-1 Date: 5-10-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: May 10, 2023
SUBJECT: BRAVO AWARD – PAUL AND LINDA KERN

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Paul and Linda Kern with the May Bravo Award.

Background

Paul and Linda Kern are current Adopt-a-Greenspace volunteers, covering the Griffy Lake/Dunn Street area. They have been members of the program for over a year now, inspecting their plot and submitting reports at least once a month.

Paul and Linda are incredibly loyal volunteers. They work as a team, averaging 28 hours per month, to reverse the impact of forest-degrading pressure along this highly visible and trafficked edge of a large native habitat. In addition to conservation efforts, they pick up huge amounts of trash each week along the N. Dunn Street highway-connector. Their valuable service is an example and encouragement to their Blue Ridge Neighborhood and the rest of the Adopt-a-Greenspace team. We are grateful for Linda and Paul's sense of humor, their dedication, vigorous work, and consistency. They support our community's effort to stop the spread of invasive species, and we are so grateful for their work!

RESPECTFULLY SUBMITTED,

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

Emily Buuck, Community Relations Coordinator

2023-January



Agenda Item: B-3
Date: 5-10-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Jason Sims, Golf Facilities Manager
DATE: May 16, 2023
SUBJECT: STAFF INTRODUCTION – JASON SIMS, GOLF FACILITIES MANAGER

Background

Hi, my name is Jason Sims, married to wife Shannon for 15 years, and has 2 boys Caden 8, and Bryson 6, and a yorkie dog.

I am from Mitchell, IN, and went to Franklin College for Sports / Recreation Management. I enjoy being outdoors, coaching girls' basketball during the winter at Edgewood Jr. High School, and visiting amusement parks.

I have been with the Cascades family for 18 years and moved up the ladder. I started as an Attendant – to Supervisor – to Staff assistant – to Golf Programs Coordinator – to Facility Manager.

RESPECTFULLY SUBMITTED,

Jason Sims

Jason Sims, Golf Facilities Manager



STAFF REPORT

Agenda Item: B-3
Date: 05-10-23

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Freese-Posthuma
DATE: May 16th, 2023
SUBJECT: STAFF INTRODUCTION – ERIN FREESE-POSTHUMA

Recommendation

This report is for the information of the board.

Background

My name is Erin Freese-Posthuma, and I am the new Program Specialist at Banneker Community Center. I am thrilled to have this opportunity with Bloomington Parks and Recreation.

Over the course of my career, my primary experience has been working with children to provide educational activities and help meet specific needs of both children and their families. I have worked in a variety of roles within the Monroe County Community School Corporation including classroom support as well as volunteer opportunities such as Girls On the Run. I also have a strong day camp background through my work with the Northwest Special Recreation Association in the suburbs of Chicago.

I am very excited to take on this new role and look forward to working with the people in the city of Bloomington and the Banneker community.

RESPECTFULLY SUBMITTED,

Erin Freese-Posthuma, Program Specialist - Banneker Community Center



Bloomington – Municipal Code
Chapter 12.24 – Trees and Flora
12.24.130 - Appeal.

Any person aggrieved by the department's denial of a tree work permit, the issuance of a notice of violation, or the city's notice of tree removal, shall have the right of appeal to the board. No appeal is allowed for emergency tree removal, described in Bloomington Municipal Code [Section 12.24.070](#)(3)(b). Appeals shall be made within ten working days after the action complained of, or for notice of tree removal, within seven working days of the posting of notice of tree removal. An appeal is made by filing a written statement with the board setting forth fully the grounds for the appeal. The board shall convene at a public meeting to review their initial decision in light of the appeal, and shall issue written findings. The decision and order of the board on such appeal shall be final and conclusive.

All appeals from written findings of the board shall be made to a court of competent jurisdiction within ten working days of the issuance of the findings.



STAFF REPORT

Agenda Item: C-1 Date: 5-16-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: May 16, 2023
SUBJECT: REVIEW/APPEAL TO UPHOLD TREE WORK PERMIT DENIAL FOR 2626 S BRYAN ST.

Recommendation

Staff recommends that the appeal to have a city owned White Pine tree located across the street from 2626 S Bryan St. is denied and that the tree be left standing, with the understanding that the tree will be added it to Urban Forestry's list of trees to monitor and will continue to be assessed for any changes in that could result in tree failure.

Background

The appellant recently contacted the Urban Forester to ask about removing a White Pine located across the street from their residence. They submitted a Tree Work Permit to have the tree removed, which was denied. Per the Tree Work Permit process, denials and terms can be appealed to the Board of Park Commissioners.

The White Pine in question rated a "low risk" rating in 2019 from the Davey Resource Group inventory, and when I did my more recent inspection. A private certified arborist with their tree risk assessment qualification also conducted a level two risk assessment in the tree, and recorded the level of risk as moderate. The four levels of risk in the tree risk assessment system are low, moderate, high and extreme. The four levels of likelihood of failure in the system are improbable, possible, probable, and imminent. While the tree is not in perfect health, its benefits currently outweigh the risk the tree poses.

Attached to this staff report are:

1. The Urban Forester's recent tree risk assessment report.
2. The independent tree risk assessment report from Mother Nature.
3. The letter of appeal received from 2626 S Bryan St.
4. Pictures of the site.

RESPECTFULLY SUBMITTED,

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

Haskell Smith, Urban Forester

2023-January

1. Urban Forester's Tree Risk Assessment

Tree inspection at 2621 S Bryan St

03/02/23 Approx. 2:30 pm

I want to start this inspection report with a caveat, No tree risk assessment is 100% fool proof, and I'm relying on nearly 10 years of experience in these determinations. The actual risk factors towards the end are built and defined by the International Society of Arboriculture (ISA) with whom I maintain a Tree Risk Assessment Qualification, and am a Certified Arborist through there as well. I feel comfortable in saying that this risk assessment on behalf of the City of Bloomington is for up to one year under normal weather conditions and without outside interference.

Species: Pinus strobus, Eastern White Pine

DBH: Approx. 21

Location: small grass plot in an otherwise gravel lot, 2621 S Bryan St

First look condition: Fair, hanging branches, minimal amount of dead canopy branches. Slight lean

Utilities: underground utility adjacent but non-conflicting, Lines to south but non-conflicting

Targets: mailboxes, fences, roadway, porch, house

Findings:

- Growth pattern shows lean has existed for years, google street view confirmed.
- Two small physical trunk wounds, shows good response growth, likely happen years ago
- One large wound, mostly healed from many years prior
- Decay inside wounds was not present
- No vertical or horizontal cracking, decay columns, or unusual response growth seen
- Root plate intact, no lift
- One girdling root, likely more and soil conditions have most likely attributed to current fair condition.
- Slight yellowing in needles, needles seem thin, potential Dothistroma, no immediate signs of ips bark engraver, flagging absent
- Broken, hanging branches
- Two small dead braches towards top.

Likelihood of Failure: Possible

Likelihood of impacting target: Medium

Likelihood of Failure and Impact: Unlikely

Consequence: Minor

Risk Rating: Low

Action: Monitor for any changes over the next 6 months, update risk assessment in 6 months, if no changes move monitored tree to 1 year interval inspections. Prune lower broken branches.



Haskell Smith, Urban Forester

Date: 03/03/2023

2. Independent Tree Risk Assessment Report from Mother Nature



DIVERSE LANDSCAPES
LASTING HARDSCAPES
ADVANCED PLANT HEALTH CARE

TREE RISK ASSESSMENT REPORT

PERFORMED ON

3/15/23

FOR

AUDREY WILLIAMS
2626 S. BRYAN ST.
BLOOMINGTON, IN 47403

PREPARED BY

SETH INMAN

INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST

ISA TREE RISK ASSESSMENT QUALIFIED (TRAQ)

INDIANA ACCREDITED HORTICULTURIST

LICENCED BY THE OFFICE OF THE INDIANA STATE CHEMIST

MEMBER OF INTERNATIONAL SOCIETY OF ARBORICULTURE

MEMBER OF INDIANA ARBORIST ASSOCIATION



SCOPE OF WORK

PERFORM A LEVEL 2 TREE RISK ASSESSMENT ON A WHITE PINE. HOMEOWNER IS CONCERNED THAT THE TREE WILL FALL ON HER HOME. THE HOMEOWNER IS NOT THE TREE OWNER. THE CITY OF BLOOMINGTON SUGGESTED SHE CONSULT AN ISA QUALIFIED TREE RISK ASSESSOR FOR A PROFESSIONAL OPINION.

TREE FACTS, OBSERVATIONS AND CONDITIONS OF CONCERN

THE TREE IS PINUS STROBUS, WHITE PINE. IT HAS A 20.5" DBH. IT IS ABOUT 70' TALL AND THE CROWN IS ABOUT 35' WIDE.

THE TREE HAS A SOMEWHAT CORRECTED LEAN TOWARD THE WEST. THE LEAN IS LIKELY FROM PHOTOTROPISM AS THERE WAS A TREE JUST TO THE SOUTH OF THE WHITE PINE THAT WAS REMOVED SOME TIME AGO. THE SOUTH SIDE OF THE TREE IS MISSING BRANCHES CONSISTENT WITH PREVIOUSLY HAVING A COMPANION TREE NEXT TO IT AND OLD LATERAL ROOTS ARE STILL PRESENT IN THE GRAVEL LOT, OF THE MISSING TREE.

THE UPPER CANOPY TERMINAL BRANCH TIPS ARE MISSING FOLIAGE. THIS COULD BE FROM BARK BEETLES AND/OR A FOLIAR FUNGI INFECTION OF DOTHISTROMA. BARK BEETLE GALLERIES WERE CONFIRMED ON BRANCHES LOWER IN THE CANOPY. DOTHISTROMA EVIDENCE WAS FOUND ON NEEDLES AND CONES. SOME CHLOROSIS IS SUSPECTED ON A PORTION OF THE LOWER CANOPY. THE LIVE CROWN RATIO IS ABOUT 40%.

THERE ARE TWO WOUNDS ON THE LOWER TRUNK THAT HAVE LEFT THE HEARTWOOD EXPOSED. THE LARGEST MEASURES 6" IN DIAMETER. THERE IS A 40" SHEAR PLANE CRACK ON THE LOWER WEST TRUNK. IT DOES HAVE A CAVITY BEHIND IT.

THE ROOT ZONE AND SOIL VOLUME IS LIMITED DUE TO THE VERY CLOSE PROXIMITY TO BRYAN & WATSON ST. TO THE WEST. TO THE NORTH, EAST AND SOUTH IS A COMPACTED GRAVEL ENTRY AND PARKING LOT.

THE RESIDENCE AT 2626 W. BRYAN ST. LOST ONE SILVER MAPLE LAST SEASON FROM ROOT PLATE FAILURE WHICH FELL INTO AN ADJACENT SILVER MAPLE ON THAT PROPERTY. THIS RESULTED IN THE LOSS OF BOTH TREES OPPOSITE THE ROAD FROM THE WHITE PINE.

I AM CONCERNED ABOUT THE TREE LEANING OVER THE SHEAR PLANE CRACK AND THE ADDITIONAL WIND LOAD FACTORS ON THAT DEFECT AS A RESULT OF THE SILVER MAPLES THAT WERE LOST IN 2022.

TARGETS, OCCUPANCY, LIKELIHOOD OF FAILURE & IMPACT AND CONSEQUENCES OF FAILURE

THE HOME AT 2626 S. BRYAN ST IS THE TARGET AND IS FREQUENTLY OCCUPIED.

IT IS POSSIBLE THAT THE WHOLE TREE WILL FAIL DUE TO WINDTHROW AS A RESULT OF LOW SOIL VOLUME AND LOSS OF PREVIOUS PROTECTION FACTORS. IT IS SOMEWHAT LIKELY THAT FAILURE AND IMPACT WILL OCCUR AND STRIKE THE TARGET. THE CONSEQUENCES OF WHOLE TREE FAILURE RESULTING IN IMPACT HAVE THE POTENTIAL TO BE SIGNIFICANT.

Overall Risk Assessment

THE CONDITIONS OF CONCERN, CONSEQUENCES OF FAILURE AND SPECIES FAILURE PROFILE ARE THE CONTRIBUTORS THAT INFLUENCED THE RISK ASSESSMENT. HIGHEST RISK RATING TAKES PRIORITY OVER ANY LESSER RISK RATINGS ASSIGNED DURING MY ASSESSMENT AND IS THE FOCUS OF THE OVERALL RISK RATING.

- > THE LIKELIHOOD OF WHOLE TREE FAILURE IS POSSIBLE.
- > THE LIKELIHOOD OF IMPACTING THE TARGET IS HIGH.
- > IT IS SOMEWHAT LIKELY THAT THERE WILL BE FAILURE RESULTING IN IMPACT.
- > THE CONSEQUENCES OF FAILURE AND IMPACT HAVE POTENTIAL TO BE SIGNIFICANT.
- > THE OVERALL RISK RATING IS MODERATE FOR WHOLE TREE FAILURE.

IN MY PROFESSIONAL OPINION IT IS SOMEWHAT LIKELY THAT THE WHOLE WHITE PINE WILL FAIL AND STRIKE THE TARGET, POSSIBLY WITHIN A ONE YEAR TIME FRAME. THIS IS ESPECIALLY TRUE IN PERIODS OF EXTREME WEATHER CONDITIONS.

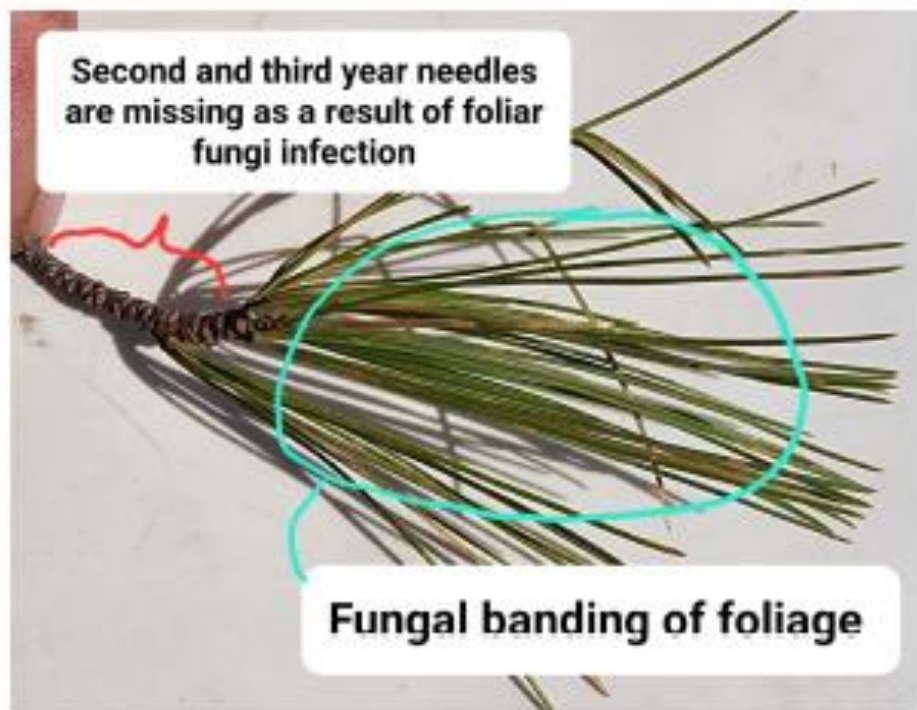
Mitigation & Residual Risk

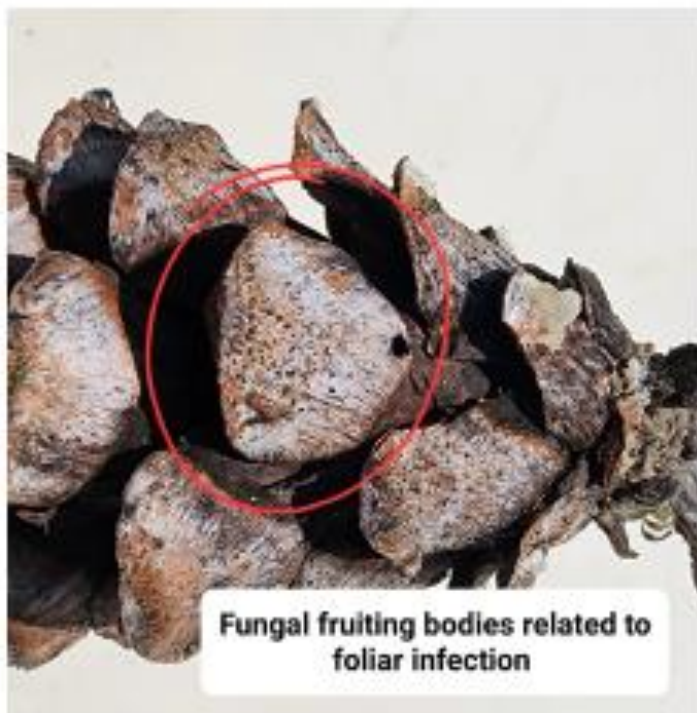
THERE ARE NO MITIGATION OPTIONS THAT WILL REDUCE RISK OF FAILURE DUE TO WINDTHROW AS A RESULT O LOW SOIL VOLUME AND LOSS OF PREVIOUS PROTECTION FACTORS. THE ONLY WAY TO REDUCE RISK IS TO HAVE THE TREE REMOVED.

GALLERY









PLEASE LET ME KNOW IF YOU NEED ADDITIONAL DETAILS OR CLARITY OF ANY PART OF THIS REPORT. MY PHC PROPOSAL IS BELOW.

SETH INMAN
ISA CERTIFIED ARBORIST
IN-3052A
OISC Lic# F201135
812-361-7124
TREENERDSETH@GMAIL.COM



3. Letter of Appeal

Tree Non-removal Appeal

Audrey Williams 2626 S Bryan St

I am writing to appeal the recent decision to deny my request to cut down a tree that is located on city property that poses a serious threat to my home. I understand that the city has policies in place to protect trees and preserve the natural beauty of our community, but I believe that in this case, the safety of my family and home should take precedence.

The tree in question is located in close proximity to my home and has been showing signs of instability. I consulted with Seth Inman, from the list of arborists you provided, who confirmed that the tree is in danger of falling, which could cause significant damage to my property and pose a serious risk to the safety of my livelihood.

I have attached the full report that Seth completed last week. He just sent it to me today so I am forwarding it to you.

I understand the value that trees bring to our community, and I am committed to preserving them whenever possible. However, in this situation, the safety of my family and home must come first. I urge you to reconsider your decision and grant my request to remove the tree before it causes any damage.

Thank you for your attention to this matter. Please let me know if you need anything else from me. I look forward to hearing from you. Have a good weekend.

Sincerely,
Audrey Jo Williams

4. Additional Pictures of Site





CITY OF BLOOMINGTON

Parks and Recreation

Program Policies Behavior Guidelines: 11080

Date: October 27, 2009

Updated: October, 20, 2020

POLICY RE: Behavior Guidelines

Facilities and programs under the authority of the Board of Park Commissions of the Bloomington Department of Parks and Recreation are intended for the recreational use and enjoyment of residents of the City of Bloomington and its guests. Selected programs and services are available for individuals, groups and others which may be more specialized in nature. This policy is intended to regulate participant's conduct through consistency and to protect the rights of those participating in our programs and services.

The Bloomington Parks and Recreation Department abides by a zero tolerance atmosphere with respect to unwelcome and or offensive behavior in parks, facilities, programs and services. This includes vulgar language and verbal abuse to our staff and participants. Conduct in these categories constitutes ejection without warning.

Due to the unique nature of individual areas within Bloomington Parks and Recreation Department, each facility, program, park, and service area may establish its own rules and regulations, which shall augment this policy, and shall become the policy of said area. A copy of the regulations for an individual area or program shall be available upon request.

Rules of Conduct

1. Any behavior which is disruptive or which hinders use of Bloomington Parks and Recreation Department programs or services is prohibited. This includes but is not limited to verbal or physical harassment or assault, profanity, persons under the influence of a mind altering substance, or fighting.
2. Some parks and facilities, based on their size, location or design purpose, can attract a large gathering of participants, users or spectators. In these situations staff has observed that the inclusion of animals in this environment poses some threat for possible injury to other park users or where food products are sold the possibility of unsanitary conditions. For this reason the following parks have restrictions where animals, other than a service animal assisting persons with disabilities, can not be brought into the park or facility in order to protect other park users. (see policy 13090)
 - Twin Lakes Sports Park (inside the fenced in area where the ball fields, bleachers and concessions areas are located)
 - Winslow Sports Complex (inside the fenced in area where the ball fields, bleachers and concessions areas are located)
 - Lower Cascades Ballfields (inside the fenced in area where the ball fields, bleachers and concession areas are located)



CITY OF BLOOMINGTON

Parks and Recreation

Program Policies Behavior Guidelines: 11080

Date: October 27, 2009

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Bloomington Community Farmers' Market (on the blacktop and in the Food and Beverage Artisan Area)

3. The violation of federal, state, or local laws and ordinances will not be permitted at the Bloomington Parks and Recreation Department or on its property.
4. Tobacco, alcohol, illegal drugs are prohibited on Bloomington Parks and Recreation Department property. (A copy of the protocol for violation of tobacco use policy follows.)
5. The sale of products or services is not permitted on Bloomington Parks and Recreation Department property without prior approval of the department.
6. Taking surveys, asking people to sign petitions, taking video or audio footage, distributing leaflets, and other similar activities must be approved in advance by the department.
7. Parents are responsible for the behavior and actions of their children while they are in department facilities and participating in department programs and services. Children age seven and under must be accompanied by a parent or other responsible caregiver age eighteen or older at all times while on department property, unless the child is participating in a department program or service that is supervised by department employees.
8. Harassment of any person on the basis of race, sex, color, ancestry, national origin, religion, or sexual orientation is strictly forbidden. This includes unwelcome sexual advances or requests for sexual favors, and unwelcome and/ or offensive sexual comments.
9. The use of roller skates, roller blades, bicycles, and other wheeled vehicles or toys is not allowed inside department facilities except as expressly permitted by the Department.
10. Sleds, skis, toy vehicles, or any piece of equipment must be approved by an appropriate staff member. Dangerous or unsafe equipment is prohibited.
11. Speed limits must be adhered to while on Bloomington Parks and Recreation Department property.
12. Designated parking is available at most Bloomington Parks and Recreation Department sites. Parking in areas or spaces not designated as parking is strictly prohibited.



CITY OF BLOOMINGTON

Parks and Recreation

Program Policies Behavior Guidelines: 11080

Date: October 27, 2009

Updated: October, 20, 2020

13. Unnecessary noise from vehicles, radios, equipment, or from another device or a person which disrupts any participant's ability to appropriately participate in a Bloomington Parks and Recreation Department activity or facility is prohibited.
14. It shall be considered trespass if anyone is found after hours on Bloomington Parks and Recreation Department properties that have established closing times. This rule extends to parking lots, playgrounds, surrounding walls, stages, and fences, etc.
15. No one shall interfere or hinder any officer, agent, employee, or volunteer of the Bloomington Parks and Recreation Department while engaging in duties of his or her office or employment.
16. Participants shall not engage in any sport, game, activity, etc. on Bloomington Parks and Recreation Department property in a rough or reckless manner as to endanger, injure or damage any person or property.
17. No one shall climb upon trees, plants, fences, walls, or other structures or property at Bloomington Parks and Recreation Department properties except such recreational equipment as may be installed by the department and intended for use by the public.

Disruptive Behavior

The Bloomington Parks and Recreation Department expects its staff to exercise good judgement and use sensitivity when intervening with participants whose behavior is interfering with other patrons use or enjoyment of department facilities, programs, and services. In some cases, participants are simply unaware that their behavior is disruptive and a few words from a staff member are sufficient. Whenever these methods are ineffective, the following procedures may be followed in order to protect participants, department staff, and property.

1. The first contact with a participant should be a request to cease a specific behavior. If the participant does not cease the behavior, the staff member will repeat the request and give a verbal warning that if the behavior does not cease or is repeated, the participant will be evicted from the property for the remainder of the day. If the patron continues or resumes the disruptive behavior, the staff member will tell the participant to leave the property for the remainder of the day. Whenever possible, two staff members should be present when a participant is told to leave the property. Note: Structured programs and services, ie. Day camps have separate and distinct disruptive behavior policies.



Program Policies
Behavior Guidelines: 11080

Date: October 27, 2009

Updated: October, 20, 2020

2. If a child under the age of eighteen is causing a disturbance, the appropriate parent, guardian or caregiver shall be reminded of and/or given a copy of the Department's Parental Responsibility statement.
3. Under extreme circumstances, disruptive participants may be suspended from Bloomington Parks and Recreation Department property, programs, and or services according to the Sanctioning Guidelines set forth below. Repeated or particularly severe behavior problems that seem to warrant harsher penalties should be referred to the appropriate supervisory staff member. If the participant is a child, the parent will be informed of this action in writing and the parent will be required to contact the appropriate supervisory staff member before the child can be readmitted.
4. If a patron behaves in a violent or threatening manner, staff members may call the police immediately.

Sanctioning Guidelines

Major Violations

Assault, battery, intimidation, fighting, or other violence, theft, harassment, criminal damage to property, extreme disorderly conduct, and repetitive or consistent negative behaviors may be considered a major violation. In addition, other offenses that violate the basic safe and civil atmosphere expected at Parks facilities, programs or services may be considered to be major violations.

The following guidelines shall be used to determine sanctions for major violations:

Minor aged participants (17 yrs and under): 0 yrs to life suspension

Adult aged participants (18 yrs and over): 1 yrs to life suspension

Minor Violations

Disruptive behavior, use of profane language, minor infractions of house rules, and other similar behaviors may be considered minor violations.

The following guidelines shall be used to determine sanctions for minor violations:

Minor aged participants (17 yrs & under): 0 days to 1 month suspension

Adult aged participants (18 yrs & over): 1 day to 3 months suspension



CITY OF BLOOMINGTON

Parks and Recreation

Program Policies Behavior Guidelines: 11080

Date: October 27, 2009

Updated: October, 20, 2020

In determining the appropriate sanction for a major or minor violation, the department shall consider the age of the participant, the age(s) of the victim(s), the extent of damage to any property, and any other circumstances relating to the violation. If the department deems it appropriate, it may consider additional or alternative sanctions in special circumstances.

Conduct Response Policy

The following procedures shall be used in addressing violations of parks policies:

1. At the time that Bloomington Parks and Recreation Department staff becomes aware of the violation, staff shall address the violation with the offending participant.
2. Staff shall make an initial, on-site response to the participant, and shall complete incident reporters.
3. When appropriate, the department may augment the staff on-site response according to the Sanctioning Guidelines set out above. The participant shall be notified of department sanctions by telephone or in writing.
4. If the participant does not agree with the on-site response or any additional department response, the participant may submit a written appeal to the department Administrator within 14 days of the date of notification.
5. The Administrator shall submit the appeal to the Board of Parks Commissioners for review; however, the board may delegate the appeal to an advisory council if the board determines that the circumstances of the incident make the delegation appropriate.
6. Review of an appeal shall take place as an agenda item at a public meeting of the board or relevant advisory council. Upon review of an appeal, the board (or advisory council) shall take statements from the participant, Bloomington Park and Recreation Department staff, witnesses, and other interested persons. The board (or advisory council) may uphold, repeal, or modify the sanction imposed by the department. The board may, at its election, choose to review any matter heard on appeal by an advisory council.

Parental Responsibility Statement



CITY OF BLOOMINGTON

Parks and Recreation

Program Policies **Behavior Guidelines: 11080**

Date: October 27, 2009

Updated: October, 20, 2020

Parents are responsible for the behavior and actions of their children while they are in Bloomington Parks and Recreation Department facilities and participating in department programs and services. Children age 7 and under must be accompanied by a parent or other responsible caregiver age 18 or older at all times while on Bloomington Parks and Recreation Department property unless the program or service is supervised by a department employee.

Dropped-Off Children

Parents should be aware that staff supervision at any Bloomington Parks and Recreation Department facility, or any pool, may be limited. No child under the age of seven shall be admitted to these facilities without adult attendance (age 10 for pools). All parents or guardians who are dropping off children at a Bloomington Parks and Recreation Department facility shall sign a release allowing medical attention in the event of an emergency.

Protocol for Violation of Tobacco Use Policy in Parks/Facilities

1. Staff is not expected to seek out smokers and ask them to cease smoking.
2. If staff notices non-compliance or another patron brings it to staff's attention, staff will request the individual to cease the activity.
3. Staff will not take any further action to cause a confrontation.
4. In extreme cases, staff can call the police for assistance.



STAFF REPORT

Agenda Item: C-2
Date: 5/16/23

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Sterner, General Manager, Twin Lakes Recreation Center
DATE: May 16, 2023
SUBJECT: APPEAL OF SUSPENSION FROM TWIN LAKES RECREATION CENTER

Recommendation

Staff recommends upholding the one year suspension from the Twin Lakes Recreation Center issued to Stewart 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 lifetime suspension was amended to a one-year suspension. This amendment is in accordance with City Policy.

During the April 25, 2023 Park Board, Mr. Eaton's appeal was presented. The board requested the appeal be tabled until the May 16, 2023 Park Board meeting and for all of the documentation and policy be included in the board packet for review.

RESPECTFULLY SUBMITTED,

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

Mark Sterner, General Manager Twin Lakes Recreation Center
2023-January

Incidents Summary – Stewart Eaton

2/21/2023

- Intrusive personal question to concession staff, took a picture of staff

2/24/2023

- Boiling water, making tee in the bathroom, sleeping in the facility

2/26/2023

- Using facility dumpster for personal use, sprawling belongings in parking lot

3/4/2023

- Sleeping on stretching mats, eating in fitness area

3/6/2023

- Making inappropriate comments, aggressive behavior toward staff

3/6/2023

- Use of foul language and aggressive behavior toward staff

3/10/2023

- Asked to meet with the Division Director at 4PM, but no response
- Informed a 3 month suspension from the facility by email

3/20/2023

- Came in to the facility, used offensive language, called staff names, BPD was called

Notes:

Please see more details on the incident reports and suspension notification.

Recommendation:

Sports Division staff recommends to elevate the 3 month suspension to a permanent ban.

In Google Drive:

- All incidents reports
- Suspension notification



INCIDENT REPORT

Participant(s) involved

Name Stewart Eaton Name Gia La Bella
Address _____ Address _____
Phone _____ Phone works here

Date 2/21/23

Time of Incident 3:45 a.m./p.m.

Time Reported 5:50 a.m./p.m.

Personnel present? ☒ YES ☐ NO

Name Lexona Herndon / Isaac Mosier
Job Title/classification staff ass / attendant

Activity

- ☐ Sports ☐ Youth
☐ Cultural activities ☐ Aquatics
☐ Social activities ☐ Rental
☐ Fitness ☐ Special events
☒ Other Concession

Location of personnel at time of incident

Concession Stand

General Location TLRC

At time of incident (list park site or facility)

Specific room or area _____
Of site or facility

Witnesses? ☐ YES ☒ NO

Name _____ Name _____
Address _____ Address _____
Phone _____ Phone _____

Report filed by Lexona Herndon

Date 2/28/23

Approved by _____
Division Director Date _____

Review

Administrator

Date _____

Follow-up recommended

☐ YES ☐ NO

Description of Incident Stewart came into the concession stand and came up to the window and started to talk to a female employee and then I intervened to tell her the information I had at the time about him and to still be nice but not give any personal information to him for safety reasons. He does not buy anything but stays persistent on talking.

Record additional information on reverse side

Follow-up Report

Action taken at time of incident pull employees aside and tell them to be careful with giving out personal information to anyone and can lie if the person is pressuring them and don't feel safe.

Record additional information on reverse side

Completed by _____
Date _____

Review

Division Director

Administrator

On talking to her and asks her name and she gives a fake name of "alex" and then he asks her for her birthday. ~~and~~ She tell him april 7th and he puts it in his phone and then tells her all of the information the zodiac website says and the conversation ends there. ~~and~~ He sits down. He eats at the table with food he brought here and talks to a family that was sitting there as well.

He also took a picture of her hand holding her ring because he wanted to show how great his phone camera was



INCIDENT REPORT

Participant(s) involved

Name Olivia Clements Name _____
Address 5349 W. Stonewood Address _____
Phone (812) 361-4464 Phone _____

Date 2/24/23

Time of Incident 9 a.m./p.m.

Time Reported 10 a.m./p.m.

Personnel present? ☒ YES ☐ NO

Name Lexona H.
Job Title/classification Building Supervisor

Activity

- ☐ Sports ☐ Youth
☐ Cultural activities ☐ Aquatics
☐ Social activities ☐ Rental
☐ Fitness ☐ Special events
☒ Other Facility Use

Location of personnel at time of incident

front desk

General Location front desk / cardio
At time of incident (list park site or facility) studio

Specific room or area

Of site or facility

Witnesses? ☒ YES ☐ NO

Name Lexona H. Name Ethan
Address _____ Address _____
Phone _____ Phone _____

Report filed by Olivia Clements

Date 2/24/23

Approved by _____

Division Director

Date _____

Review

Administrator

Date _____

Follow-up recommended

☐ YES ☐ NO

Description of Incident member by name
Stuart for days has asked
personal questions, asked to
take pictures of me, my birthdate,
my night routine and such.
He has decided to sleep, eat full
meals, go through the trash.
Bring gallons to fill water in
as well as make tea in the
bathrooms. And cook in the cardio
studio, and was defensive when
asked if he was okay.

Action taken at time of Incident

I asked him if he was okay
when he was laying down
and he questioned my
character when I asked.
I made sure he left as he
followed me out the facility.
I texted Lex to make sure
he didn't go back in.

Record additional information on reverse side

Follow-up Report

Completed by

Date _____

Review

Division Director

Administrator

Description:

He is not here to workout, instead uses the facility as his home and to get to know the women. He was here for 3 hours and slept, ate, ask me personnell questions even when clearly uncomfortable.



INCIDENT REPORT

Participant(s) involved

Name Stewart Eaton

Name _____

Address _____

Address _____

Phone (812)-327-7147

Phone _____

Date 2/26/23

Time of Incident 2:00 a.m.

Time Reported 8:29 a.m.

Personnel present? ☒ YES ☐ NO

Name Lexona Herenden

Job Title/classification Staff ass

Activity

- ☐ Sports ☐ Youth
☐ Cultural activities ☐ Aquatics
☐ Social activities ☐ Rental
☐ Fitness ☐ Special events
☒ Other Faulty use

Location of personnel at time of incident

Outside near dumpster of TLRC

General Location

TLRC

At time of incident (list park site or facility)

Specific room or area Outside

Of site or facility

Witnesses? ☒ YES ☐ NO

Name Tyler Abrams

Name _____

Address _____

Address _____

Phone _____

Phone _____

Report filed by Lexona Herenden

Date 2/27/23

Approved by _____

Division Director

Date _____

Review

Administrator

Date _____

Follow-up recommended

☐ YES ☐ NO

Description of Incident Stewart was parked in the back of the building not in a correct spot and was emptying his car out and reorganizing all of it out in the parking lot. As he was taking up multiple spots with his car and his stuff.

Record additional information on reverse side

Action taken at time of Incident let him be other then watch over him to make sure he wasn't empty his trash into dumpster and didn't leave anything behind either.

Record additional information on reverse side

Follow-up Report

Completed by

Date _____

Review

Division Director

Administrator



INCIDENT REPORT

Participant(s) involved

Name Olivia Clements Name Stuart

Address 534 N. Stonewood Address _____

Phone (812) 861-4464 Phone _____

Date 3/4/23

Time of Incident 8 a.m./p.m.

Time Reported 9:30 a.m./p.m.

Personnel present? ☒ YES ☐ NO

Name Ethan

Job Title/classification Cleaning

Activity

- ☐ Sports ☐ Youth
☐ Cultural activities ☐ Aquatics
☐ Social activities ☐ Rental
☐ Fitness ☐ Special events
☒ Other Facility use

Location of personnel at time of incident

Front desk

General Location

At time of incident (list park site or facility)

Specific room or area Cardio Studio

Of site or facility

Witnesses? ☐ YES ☒ NO

Name _____ Name _____

Address _____ Address _____

Phone _____ Phone _____

Report filed by _____

Date _____

Approved by _____

Division Director

Date _____

Review _____

Administrator

Date _____

Follow-up recommended

☐ YES ☐ NO

Description of Incident Approached

Stuart to let him know when in the facility he must use it in its correct ways. He got upset and told me to F. off. He then came to the front desk multiple times to give complaints. Then stated how I won't live much longer.

Record additional information on reverse side

Action taken at time of Incident Told him he cant speak to staff like that. If he did he will be asked to leave. Let management know and filed a report.

Record additional information on reverse side

Follow-up Report

Completed by _____

Date _____

Review

Division Director

Administrator



INCIDENT REPORT

Participant(s) involved

Name Megan Szek
Address 502 W. Clover Tree
Phone 812-661-2270

Name Stewart Euton
Address N/A
Phone 812-327-7747

Date 3/6/23

Time of Incident 5:35 a.m./p.m.

Time Reported 5:45 a.m./p.m.

Personnel present? ☒ YES ☐ NO

Name Megan Szek
Job Title/classification Membership Coordinator

Location of personnel at time of incident

Megan's office

General Location TREC

At time of incident (list park site or facility)

Specific room or area Megan's office

Of site or facility

Witnesses? ☐ YES ☒ NO

Name _____ Name _____
Address _____ Address _____
Phone _____ Phone _____

Description of Incident Stewart has been on
leave for a couple of weeks and is getting
increasingly aggressive toward staff when he
is addressed by them. I tried to catch
him in the gym to see if we could sit
down and discuss his improper facility
use but he has altered his time in the
gym to times that management is not
typically in. →

Record additional information on reverse side

Action taken at time of incident

Phone call & Incident report

Record additional information on reverse side

Activity

- ☐ Sports ☐ Youth
☐ Cultural activities ☐ Aquatics
☐ Social activities ☐ Rental
☐ Fitness ☐ Special events
☒ Other Facility use

Report filed by _____

Date _____

Approved by _____

Division Director

Date _____

Review _____

Administrator

Date _____

Follow-up recommended

☐ YES ☐ NO

Follow-up Report

Completed by _____

Date _____

Review

Division Director

Administrator

This past Saturday, front desk attendant, Olivia Clements, approached Stewart about boiling water in a fitness area and he became aggressive and told her to Fxx off and then continued to come up to her at the front desk to speak to her inappropriately. This prompted me to call him on Monday when I was back in the office.

Stewart was immediately agitated, spoke over top of me, began yelling, denied all documented misuse of facility, denied asking female staff personal questions & asking to take their photos. I told him I wasn't going to argue with him and that his facility use should be for fitness or sport and not used as a shelter. I told him he needs to be respectful to staff when he speaks to them and he needs to listen to them when they ask him to make a behavior change (use of facility). If he can do that, we would like him to continue to use the facility for its intended use. If he cannot do that, we will start with a three month suspension of his facility use/membership through Silver Sneakers. He then raged up on me.



INCIDENT REPORT

Participant(s) involved

Name Meagan Stueck
Address 507 W. Chase Ter
Phone _____

Name Danica Clements
Address _____
Phone _____

Date 3/6/23

Time of Incident 6:18 a.m./p.m.

Time Reported 6:40 a.m./p.m.

Personnel present? ☒ YES ☐ NO

Name Shane Abbeem / Partyn Denson
Job Title/classification Building Supervisor / Group Ex. Instructor + PT

Activity

- ☐ Sports ☐ Youth
☐ Cultural activities ☐ Aquatics
☐ Social activities ☐ Rental
☐ Fitness ☐ Special events
☒ Other Facility use

Location of personnel at time of incident

Front Desk + Men's Restroom

General Location TRC

At time of incident (list park site or facility)

Specific room or area

Of site or facility

Witnesses? ☐ YES ☐ NO

Name _____ Name _____
Address _____ Address _____
Phone _____ Phone _____

Report filed by _____

Date _____

Approved by _____

Division Director

Date _____

Review _____

Administrator

Date _____

Follow-up recommended

☐ YES ☐ NO

Description of Incident At approx. 6:18, Stewart came in to the front desk to try to re-discuss our previous phone call. I told him I wasn't going to argue with him and re-stated procedure from here moving forward. He then started telling me incoherent stories about God.

I left the building at approx 6:45p. →
Record additional information on reverse side

Action taken at time of incident

Record additional information on reverse side

Follow-up Report

Completed by _____

Date _____

Review

Division Director

Administrator

At approx. 7:15p Shone did a Restroom check and saw Stewart sitting on a bench and asked if he was okay.

This upset Stewart. He came down to Olivia at the front desk at approx. 7:19p and aggressively accused Shone of stalking him. He then sent me the attached email.

A member reported a man sitting on a treadmill that looked like someone should check on him. It was Stewart.

Olivia asked if he was doing alright, he said yes and said we were stalking him and that we should mind our own business. Olivia let him know that chairs were available to sit in that maybe wouldn't cause people to wonder if he was okay.

MEMO

TO: Paula McDevitt, Parks and Recreation Director
FROM: Satoshi Kido, Sports Division Director
DATE: 03-09-2023

The Sports Division is requesting suspending Stewart Eaton from Twin Lakes Recreation Center (TLRC).

Per City of Bloomington Parks and Recreation – Program Policies – Behavior Guidelines: 11080 Incident reports filed by TLRC staff includes the following behaviors exhibited by Mr. Eaton

- -Boiling water in fitness areas and restrooms
- -Eating in fitness areas
- -Soliciting- attempting to sell handbags to our front desk staff and our BYB spectators
- -Intrusive personal questions to staff and other members
- -Taking pictures of staff
- -Making inappropriate comments as a form of intimidation such as when you predict someone will pass away
- -Bringing in excessive amounts of bags/items creating a hazard to members in the facility lobby area
- -Sleeping on stretching mats
- -Using facility dumpster for personal use
- -Sprawling personal belongings in multiple spots of our parking lot
- -Use of foul language and aggressive speech to staff

Due to the number of inappropriate behaviors and unwillingness to respect staff, the Sports Division would like to request a 3 month suspension **begins on March 9, 2023 and is lifted on June 9, 2023.**

Satoshi Kido
Sports Services Division Director

Suspension Approved ☒ Suspension Denied ☐ Paula McDevitt 3/9/23
Paula McDevitt, Director Date



CITY OF
BLOOMINGTON
PARKS AND RECREATION

INCIDENT REPORT

Date of Incident: 3/20/23 Time of Incident: 9:20 ☐ am ☒ pm

Date of Report: 3/20/23

Report completed by: Olivia Clements

Time of Report: 9:40 ☐ am ☒ pm

Type of Incident ☐ Injury/Accident ☐ Illness ☒ Behavioral ☐ Near Miss ☒ Security/BPD ☐ Other

If this is an employee accident, the COB Employee Accident Form should be completed and returned to Risk within 24 hours.

Witness statements should be attached separately. Complete detailed description of incident and follow-up actions taken on the back side.

Participant Involved

Name: Stewart Eaton

DOB: 6/27/47

Address: 120 S. Kingston Dr.

City, State, Zip: Bloomington, IN 47408

Phone: 812-327-7797

Location of Incident

Twin Lakes Recreation - Front Desk

Activity

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> Sports | <input type="checkbox"/> Youth | <input type="checkbox"/> Public event |
| <input type="checkbox"/> Aquatics | <input type="checkbox"/> Social activities | <input type="checkbox"/> Rental |
| <input type="checkbox"/> Fitness | <input type="checkbox"/> Special events | |
| <input checked="" type="checkbox"/> Other: | | |

Staff personnel present?

☒ YES

☐ NO

Name: Olivia Clements

Job Title/classification: TLR Front Desk Staff Assistant

Witnesses?

☐ YES

☐ NO

Name:

Name:

Address:

Address:

Phone:

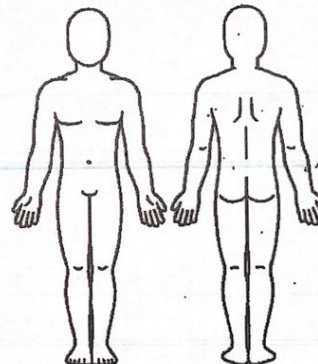
Phone:

Resolution

- | | |
|---|--|
| <input type="checkbox"/> Refused treatment | <input type="checkbox"/> Sought adv. care on own |
| <input type="checkbox"/> Emergency contact notified | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> EMS response (indicate who called) | <input checked="" type="checkbox"/> Other: |

Type of Injury

- | | |
|--|---|
| <input type="checkbox"/> DOES NOT APPLY | <input type="checkbox"/> Head injury |
| <input type="checkbox"/> Blister(s) | <input type="checkbox"/> Dental |
| <input type="checkbox"/> Burn | <input type="checkbox"/> Sprain/Strain |
| <input type="checkbox"/> Laceration | <input type="checkbox"/> Bruise |
| <input type="checkbox"/> Abrasion/Scrape | <input type="checkbox"/> Puncture |
| <input type="checkbox"/> Fracture | <input type="checkbox"/> Dislocation |
| <input type="checkbox"/> Sunburn | <input type="checkbox"/> Other (describe) |



Location of Injury or Issue

Indicate on diagram and describe

Type of Illness

- | | |
|--|--|
| <input type="checkbox"/> DOES NOT APPLY | <input type="checkbox"/> Abdom. pain |
| <input type="checkbox"/> Headache | <input type="checkbox"/> Allergic reaction |
| <input type="checkbox"/> Nausea | <input type="checkbox"/> Hypothermia |
| <input type="checkbox"/> Heat Exhaustion | <input type="checkbox"/> Dizziness |
| <input type="checkbox"/> Fever | <input type="checkbox"/> Other: |

Level of consciousness

- | |
|---|
| <input type="checkbox"/> Conscious |
| <input type="checkbox"/> Semi-Conscious |
| <input type="checkbox"/> Unconscious |
| <input type="checkbox"/> Not Breathing/No Pulse |

Description of Incident Describe the incident and provide details: times, locations, sequence of events, etc.

Stewart Eaton is under a 3-month suspension (3/9/23 - 6/9/23) and came in to the facility. He was asked to leave but refused. He used offensive language and called staff names. Non-emergency police was called by Olivia. Stewart left because he didn't like that Olivia stopped responding to him. Police came + supervisor, Megan Stark, talked with Olivia and police and then walked Olivia to her car @ end of shift.

Actions taken What treatment was provided or what other steps were taken?

- Asked to leave
- Police called
- Supervisor called
- left site on own
- Police discussed issue
- Supervisor walked Olivia out at end of shift

Report Routing

Report Filed by: _____

Date: _____

Division Director: _____

Date: _____

Administrator: _____

Date: _____

Follow-up needed?

☐ YES ☐ NO

Follow-Up Needed/Notes

Follow-up completed by: _____

Date: _____ Div. Dir. Initials: _____

April 12, 2023
Stewart Eaton
2340 S Hickory Leaf Dr.
Bloomington, IN 47403
(812)-327-7747
preepaid@yahoo.com

Mr. Stewart Eaton

I have received your appealing statements on Friday April 7th. Review of an appeal shall take place as an agenda item at a public meeting of the Bloomington Park Board on Tuesday April 25 at 4PM in the City Hall. Upon review of an appeal, the board shall take statements from you, Bloomington Park and Recreation Department staff, witnesses, and other interested persons. The board may uphold, repeal, or modify the sanction imposed by the department. The board may, at its election, choose to review any matter heard on appeal by an advisory council.

Sincerely,



Satoshi Kido
Sports Services Division Director
City of Bloomington, IN
satoshi.kido@bloomington.in.gov
812.349.3712



Megan Stark <starme@bloomington.in.gov>

Shane stalking me into the men's restroom

6 messages

Stewart Eaton <preepaid@yahoo.com>
To: starme@bloomington.in.gov

Mon, Mar 6, 2023 at 7:56 PM

Megan, I feel victimized by your staff member, Shane. want this intrusive interference to stop pronto! Here's what transpired:

2023306 19:15

This is a large facility, true? Then why can't Shane mind his own business and leave me alone?

Has Shane been assigned by you to keep tabs on me (stalk) me wherever I go, even if it's the restroom? I have had enough of this type of in-your-face interference. I will update my attorney tomorrow about this latest issue from your staff.

Seriously Megan, I had just finished using the bathroom stall and had washed my hands. I went into the locker area and briefly sat down on the bench to check my iPhone, you know, like 99.9% of us are prone to do?

I was facing the entrance when Shane walked up to me and said "Are you Ok?"

Huh? Are you kidding? Was I retching in pain? Absolutely not! I wanted to tell him right then and there to mind his own business!

Instead, I told him I was fine and thought to myself, quit stalking me into the men's room dude! He never asked anyone else if they were fine nor gave any reason for this unnecessarily inappropriate comment.

Megan, he is very aware of the accusations made to me, okay? And if I can't use the facilities without being stalked, I will file a complaint alleging interference by your staff. When will this obsession with my presence in Twin Lakes Recreation Center going to halt? I feel violated, Megan. No question this episode was over the top unnecessary intimidation by your staff.

Stewart Eaton

Megan Stark <starme@bloomington.in.gov>
To: Stewart Eaton <preepaid@yahoo.com>

Thu, Mar 9, 2023 at 2:21 PM

Stewart,
The Sports Division Director, Satoshi Kido, and I would like to meet with you this Friday, March 10 at 4pm at the Twin Lakes Recreation Center to discuss your facility use. Please let me know if this works for you.

-Megan
[Quoted text hidden]

--
Sent from my iPhone

Stewart Eaton <preepaid@yahoo.com>
To: Megan Stark <starme@bloomington.in.gov>

Fri, Mar 10, 2023 at 2:46 AM

I just read your email Megan. I am extremely busy and will not be able to meet.

However you're free to address your concerns for wanting to meet right here in your reply.

Stewart

On Mar 9, 2023, at 2:21 PM, Megan Stark <starme@bloomington.in.gov> wrote:

[Quoted text hidden]

Megan Stark <starme@bloomington.in.gov>
To: Stewart Eaton <preepaid@yahoo.com>
Cc: Satoshi Kido <satoshi.kido@bloomington.in.gov>

Fri, Mar 10, 2023 at 10:53 AM

Stewart,
Please see the attached document.

-Megan
[Quoted text hidden]


--



**CITY OF
BLOOMINGTON**
PARKS AND RECREATION

Megan Stark

Membership Coordinator | Personal Trainer
Twin Lakes Recreation Center
City of Bloomington Parks and Recreation
Phone: 812-349-3770

 **20230310102508483.pdf**
363K

Megan Stark <starme@bloomington.in.gov>
To: Stewart Eaton <preepaid@yahoo.com>
Cc: Satoshi Kido <satoshi.kido@bloomington.in.gov>

Fri, Mar 10, 2023 at 2:40 PM


Stewart,
If you'd like to discuss this, Kido and I are available to meet with you next week and can set up a meeting.

-Megan
[Quoted text hidden]

Megan Stark <starme@bloomington.in.gov>
To: Satoshi Kido <satoshi.kido@bloomington.in.gov>

Thu, Apr 27, 2023 at 9:04 AM

[Quoted text hidden]

 **20230310102508483.pdf**
363K



Megan Stark <starme@bloomington.in.gov>

Lifetime Ban from Use of Twin Lakes Recreational Facilities

1 message

Megan Stark <starme@bloomington.in.gov>

Sun, Mar 26, 2023 at 7:22 AM

To: freedomyes@gmail.com, Stewart Eaton <prepaid@yahoo.com>

Cc: Satoshi Kido <satoshi.kido@bloomington.in.gov>

Stewart,
Please see the attached document.

-Megan

--



**CITY OF
BLOOMINGTON**
PARKS AND RECREATION

Megan Stark

Membership Coordinator | Personal Trainer
Twin Lakes Recreation Center
City of Bloomington Parks and Recreation
Phone: 812-349-3770



Lifetime Ban- Stewart Eaton.pdf

150K



CITY OF
BLOOMINGTON
PARKS AND RECREATION

INCIDENT REPORT

Date of Incident: 3/20/23 Time of Incident: 9:20 ☐ am ☒ pm

Date of Report: 3/20/23

Report completed by: Olivia Clements

Time of Report: 9:40 ☐ am ☒ pm

Type of Incident ☐ Injury/Accident ☐ Illness ☒ Behavioral ☐ Near Miss ☒ Security/BPD ☐ Other

If this is an employee accident, the COB Employee Accident Form should be completed and returned to Risk within 24 hours.

Witness statements should be attached separately. Complete detailed description of incident and follow-up actions taken on the back side.

Participant Involved

Name: Stewart Eaton DOB: 6/27/47
Address: 120 S. Kingston Dr.
City, State, Zip: Bloomington, IN 47408
Phone: 812-327-7747

Location of Incident

Twin Lakes Recreation - Front Desk

Activity

☐ Sports ☐ Youth ☐ Public event
☐ Aquatics ☐ Social activities ☐ Rental
☐ Fitness ☐ Special events
☒ Other:

Staff personnel present?

☒ YES ☐ NO

Name: Olivia Clements

Job Title/classification: TLR Front Desk Staff Assistant

Witnesses?

☐ YES ☐ NO

Name:

Name:

Address:

Address:

Phone:

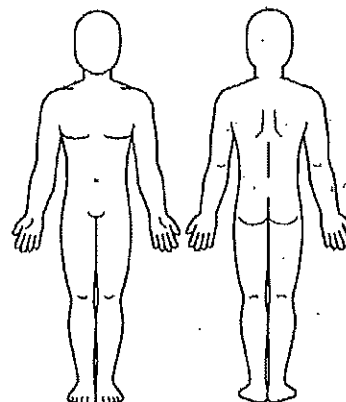
Phone:

Resolution

☐ Refused treatment ☐ Sought adv. care on own
☐ Emergency contact notified ☐ Unknown
☐ EMS response (indicate who called) ☒ Other:

Type of Injury

☐ DOES NOT APPLY ☐ Head injury
☐ Blister(s) ☐ Dental
☐ Burn ☐ Sprain/Strain
☐ Laceration ☐ Bruise
☐ Abrasion/Scrape ☐ Puncture
☐ Fracture ☐ Dislocation
☐ Sunburn ☐ Other (describe)



Location of Injury or Issue

Indicate on diagram and describe

Type of Illness

☐ DOES NOT APPLY ☐ Abdom. pain
☐ Headache ☐ Allergic reaction
☐ Nausea ☐ Hypothermia
☐ Heat Exhaustion ☐ Dizziness
☐ Fever ☐ Other:

Level of consciousness

☐ Conscious
☐ Semi-Conscious
☐ Unconscious
☐ Not Breathing/No Pulse

Description of Incident Describe the incident and provide details: times, locations, sequence of events, etc.

Stewart Eaton is under a 3-month suspension (3/9/23 - 6/9/23) and come in to the facility. He was asked to leave but refused. He used offensive language and called staff names. Non-emergency police was called by Olivia. Stewart left because he didn't like that Olivia stopped responding to him. Police came & supervisor, Megan Stark, talked with Olivia and police and then walked Olivia to her car @ end of shift.

Actions taken What treatment was provided or what other steps were taken?

- Asked to leave
- Police called
- Supervisor called
- left site on own
- Police discussed issue
- Supervisor walked Olivia out at end of shift

Report Routing

Report Filed by: _____

Date: _____

Division Director: _____

Date: _____

Administrator: _____

Date: _____

Follow-up needed?

☐ YES ☐ NO

Follow-Up Needed/Notes

Follow-up completed by: _____

Date: _____ Div. Dir. Initials: _____



March 24, 2023

Stewart Eaton
620 S. Walnut Street
Bloomington, IN 47401
(812)327-7747
freedomyes@gmail.com

RE: Lifetime Ban from Use of Twin Lakes Recreational Facilities

Mr. Stewart Eaton:

This letter is to inform you of your lifetime ban from entering onto the Twin Lakes Recreation Center ("TLRC") property and using TLRC facilities. The incidents described in this letter have been determined to fall into the "Major Violations" category of the City of Bloomington Parks and Recreation Behavior Guidelines (Behavior Guidelines), thereby permitting us to issue a lifetime ban from the use of the TLRC.

BEHAVIOR GUIDELINES

Below are some of the Rules of Conduct outlined in the Behavior Guidelines:

1. Any behavior which is disruptive or which hinders use of Bloomington Parks and Recreation Department programs or services is prohibited. This includes but is not limited to verbal or physical harassment or assault, profanity, persons under the influence of a mind altering substance, or fighting.
2. The sale of products or services is not permitted on Bloomington Parks and Recreation Department property without prior approval of the department.
3. Taking surveys, asking people to sign petitions, taking video or audio footage, distributing leaflets, and other similar activities must be approved in advance by the department.
4. No one shall interfere or hinder any officer, agent, employee, or volunteer of the Bloomington Parks and Recreation Department while engaging in duties of his or her office or employment.

The following are considered "major violations" under the City's Behavior Guidelines:

Assault, battery, intimidation, fighting, or other violence, theft, harassment, criminal damage to property, extreme disorderly conduct, and repetitive or consistent negative behaviors may be considered a major violation. In addition, other offenses that violate the basic safe and civil atmosphere expected at Parks facilities, programs or services may be considered to be major violations.

Behavior that amounts to a major violation results in an extended ban or, in some circumstances, a lifetime ban from the TLRC.

YOUR BEHAVIOR

You have exhibited the following behaviors at the Twin Lakes Recreation Center:

- Boiling water in the fitness area and restrooms;
- Eating in the fitness area;
- Soliciting and attempting to sell handbags to TLRC front desk staff and the Bloomington Youth Basketball spectators;
- Repeatedly asking intrusive personal questions to staff and other members including, but not limited to, their personal contact information and relationship status;
- Taking pictures of staff;
- Repeatedly making inappropriate comments as a form of intimidation such as to when you predict someone will pass away;
- Bringing in excessive amounts of bags and items creating a hazard to members;
- Repeatedly sleeping on stretching mats;
- Using the facility dumpster for personal use;
- Sprawling personal belongings in multiple spots of TLRC parking lot; and
- Repeated use of foul language and aggressive speech towards staff.

Your behavior has resulted in numerous verbal warnings from TLRC staff; written reports and warnings from TLRC staff dated 2/21/2023, 2/24/2023, 2/26/2023, 3/4/2023, 3/6/2023, and 3/6/2023; and, most recently, a three month suspension from the TLRC. Notice of this three month suspension was provided to you on March 9, 2023, indicating your suspension was to last until June 9, 2023. You entered the TLRC on 3/20/2023 at 9:40 PM, which violated your suspension, and you yelled at and verbally harassed TLRC staff.

DECISION

Under City policy, the actions described above constitute major violations of the Behavior Guidelines, and major violations may be subject to a lifetime ban. Based on your pattern of incidents and general concern for the safety of other patrons and staff, we are issuing a lifetime ban on your use of the TLRC, which includes entering onto TLRC property.

RIGHT TO APPEAL

As provided in the Behavior Guidelines, you have a right to appeal this decision to the City of Bloomington Parks Board of Commissioners.

To appeal the decision, you must submit a written appeal indicating your wish to appeal. You may submit the written appeal to Paula McDevitt, Department Administrator within fourteen (14) days of the date of this notification, which is Friday, April 7, 2023. It may be sent via mail or email at the following:

Parks and Recreation Department
Attn: Paula McDevitt
401 N. Morton St.

Suite #250
Bloomington, IN 47404

mcdevitp@bloomington.in.gov

If you appeal, I shall submit the appeal to the Board of Parks Commissioners for review; however, the Board may decide to delegate the appeal to an advisory council if the board determines that the circumstances of the incident make the delegation appropriate.

Review of an appeal shall take place as an agenda item at a public meeting of the Board or advisory council. Upon review of an appeal, the board (or advisory council) shall take statements from you, Bloomington Park and Recreation Department staff, witnesses, and other interested persons. The board (or advisory council) may uphold, repeal, or modify the sanction imposed by the department. The board may, at its election, choose to review any matter heard on appeal by an advisory council.

If you wish to appeal this sanction, please contact me in writing by Friday, April 7th at 5:00PM.

Sincerely,

Satoshi Kido

Sports Services Division Director

April 14, 2023
Stewart Eaton
2340 S Hickory Leaf Dr.
Bloomington, IN 47403
(812)-327-7747
preepaid@yahoo.com

Mr. Stewart Eaton

This email informs you that your suspension at TLRC has been amended from a lifetime to one year. If you are appealing the one year suspension, you may attend the April Park Board meeting on Tuesday April 25 at 4PM in the City Hall. Upon review of an appeal, the board shall take statements from you, Bloomington Park and Recreation Department staff, witnesses, and other interested persons. The board may uphold, repeal, or modify the sanction imposed by the department. The board may, at its election, choose to review any matter heard on appeal by an advisory council.

Sincerely,



Satoshi Kido
Sports Services Division Director
City of Bloomington, IN
satoshi.kido@bloomington.in.gov
812.349.3712

STAFF REPORT

Agenda Item: C-3
Date: 5-10-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: May 16, 2023
SUBJECT: CONTRACT WITH BO-MAR INDUSTRIES FOR BICENTENNIAL GATEWAY MONOLITH

Recommendation

Staff recommends approval of a contract with Bo-Mar Industries for the structural design, fabrication, and installation of the Bicentennial Gateway monolith element at Miller-Showers Park.

Amount: \$395,105

Funding source: Bicentennial Bond Series C – 980-18-18018C – 54510.

Background

Since 2019, Parks and Recreation has been engaged with Rundell Ernstberger and Associates to design and implement the bicentennial gateways project. Through the design process, and incorporating feedback from the City's Assistant Director for the Arts and the Bloomington Arts Council, as well as various city departments and other stakeholders, a monolith design was selected to become Bloomington's north gateway. The final design for the art piece also included feedback solicited from the public at an Open House and during an online comment period in late 2022.

The final monolith element is approximately 40-feet tall, will be constructed out of powder-coated aluminum, and will be internally-lit with controllable LED light zones. The organic flower-bud and vein structural appearance of the element is a nod to the origins Bloomington's name: when settlers from Kentucky, Tennessee, the Carolinas and Virginia arrived in 1818 they were impressed by the "haven of blooms" they encountered and named their settlement Bloomington.¹ The design is also a nod to the extensive green infrastructure and native plantings of Miller Showers Park, to Bloomington's commitment to promote native plants and diversity, and to the City's long-time status as a Tree City USA.

The structural design, fabrication and installation of this art element is specialty work. Bo-Mar is a custom metal fabricator located in Beech Grove, IN and has expertise and specialty in

¹ <https://bloomington.in.gov/about/history>

designing and fabricating large-scale art and gateway elements, having previously fabricated and installed similar elements for the Indianapolis Airport, The Indianapolis Motor Speedway, the City of Carmel, and more.

Bo-Mar will design the details and fabricate the gateway at their Beech Grove shop. When the site is prepared, Bo-Mar will also install the gateway. This installation will be paired with a contract for a general contractor to prepare the site, including foundation, electrical, and landscape work. That contractor will be selected through an upcoming invitation to bid process. Parks and Recreation staff will coordinate a final press release with all details of the project as both contracts are selected and awarded.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is fluid and cursive, with a long horizontal stroke extending from the left side of the word "Tim" across the top of the word "Street".

Tim Street, Operations and Development Division Director

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PARKS AND RECREATION DEPARTMENT

AND

BO-MAR INDUSTRIES INC

FOR

BICENTENNIAL GATEWAY FABRICATION AND INSTALLATION

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter Board), and Bo-Mar Industries Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK**, more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing the SCOPE OF WORK as indicated in the attached quotation; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be able to design, fabricate, and install the art piece as described in the SCOPE OF WORK as part of the Bicentennial Gateway Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 210 days from the date of the Notice to Proceed, as described in paragraph 5.16, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. The parties may agree, in writing, to extend the deadline for a reasonable period of time for such delays or hindrances. However, any extension of time for CONTRACTOR to complete any service or part of the services / project after the date to which the time of completion may have been extended shall not waive any of the CITY's rights listed herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed three hundred ninety five thousand one hundred and five dollars (\$395,105.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work;

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY;

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees; or

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer, City Attorney, and/or their representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 Engineer The Parks and Recreation Department Operations Director shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

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

4.01 3 Agent The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not

completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference.

However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All plans and technical specifications as provided for the work that is to be completed.
4. CONTRACTOR'S submittals.
5. The Performance Bond and the Payment Bond.
6. The Escrow Agreement.
7. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed	and \$2,000,000 in the aggregate

	operations, General Aggregate Limit (other than Products/Completed Operations)	
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

5.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 SUBSTITUTION: Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Bo-Mar Industries, Inc.
Attn: Tim Street, Operations Director	Attn: Adam Lee
401 N. Morton St., Suite 250	3838 S Arlington Ave
Bloomington, Indiana 47404	Indianapolis, IN 46203

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the

date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

5.20 Living Wage Ordinance

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 shall execute the Living Wage Ordinance Affidavit, attached as Exhibit F; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington

Board of Park Commissioners

BY:

Kathleen Mills, President, Board of Park Commissioners

BY:

Contractor Representative

Paula McDevitt, Director, Parks and Recreation Dept.

Printed Name, Title

Beth Cate, Corporation Counsel

**ATTACHMENT “A”
“SCOPE OF WORK”**

BICENTENNIAL GATEWAY MONOLITH ART ELEMENT

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

The fabrication of an approximate 41-foot-tall monolith art piece at the northern end of Miller Showers Park. The art piece will serve as a gateway to Bloomington, will be built primarily out of powder-coated aluminum, and will be lit internally through 13 color-controllable LED light zones, which will shine through acrylic and perforated aluminum. The contractor is responsible for the structural engineering, electric design, fabrication, and installation of the monolith art piece. The contractor is not responsible for bringing electric service to the site or the installation of the foundation, but must coordinate with the general contractor selected by the City of Bloomington to install the foundation. A rendering of the art piece and the quotation are included below.

Conceptual rendering –



bo-mar Industries, Inc.

3838 S Arlington Ave
Indianapolis, IN 46203

Phone: 317-899-1240
Fax: 317-899-1241
Fed ID: 35-1843148

Quote No: 26643**Thursday, April 20, 2023**

Page: 1

Attention: Tim Street**Bloomington Parks & Recreation**

401 N. Morton St. Ste. 250
Bloomington, IN 47404
Phone: 812-349-3706

Dear Tim

RE: Bloomington Gateways Phase 1

Proposal for the Fabrication and Installation of Gateway Monolith at North Gateway Project Site, Miller Showers
Park in Bloomington, IN.

Line: 1 **Part ID: GATEWAY MONOLITH** **Rev:**
Custom Metal Gateway
Fabrication of Monolith Gateway Sign, Approximately 41' Height, to Include the Following Elements:
Framework: 6" SQ x 1/2" Steel Tube Structure on 2" Thick Base Plate(s). Provisions for Cross
Bracing for Additional Supports, per Wind Load Calculations by Professional Engineer. Framework to
Fastened Embedded Concrete Anchored.
Finish: Hot Dip Galvanized.
Cladding: 1/4" Aluminum Plate Mechanically Fastened Along Six-Sided Framework. Front and Rear
Cladding Design to Follow Approved Custom Perforated Pattern and "Bloomington" Lettering. Side
Panels to be Rolled to Match Approved Design Outline. Fasteners to be Concealed Where Possible,
Prioritizing Front and Rear Sides.
Splicing in Perforated Panels to be Concealed Where Possible; Cladding Will Have Visible Seams
Between Butt Joints.
Finish: Powder-Coated "Rust" Color, PTS 2960.
Light Boxes: Formed 0.060" Aluminum Boxes Fastened to Framework to Span Entire Width of
Perforated Pattern and "Bloomington" Lettering. Acrylic Layer Affixed Between Perforated Pattern and
Light Boxes.
Finish: Powder-Coated White Gloss.
Lighting: RGB Lighting Array With 13 Independently Controlled Zones.
Site Work, Concrete, and Bringing Electrical to Site by Others.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Add Charge	Lead Time	Total Price
1.00	EA	343,555.00			Installation	51,550.00	\$395,105.00

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)

(company name).
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. _____ has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. _____ is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

"E-Verify AFFIDAVIT"

E-Verify AFFIDAVIT

County of Residence:

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Printed Name

STATE OF INDIANA)

) SS:

COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

ATTACHMENT 'E'

STATE OF _____)

) SS:

COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

Contractor

By: _____

Signature

Printed Name

STATE OF _____)

) SS:

COUNTY OF _____)

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

_____ My Commission Expires: _____

Notary Public's Signature

_____ County of Residence: _____

Printed Name of Notary Public

ATTACHMENT 'F'
AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ (title) of _____ (company).
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: _____
_____.
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: _____.
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-4
Date: 5-10-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: May 16, 2023
SUBJECT: POLICY UPDATE 13090 ANIMAL RESTRICTIONS IN PARKS

Recommendation

Staff recommends approval of the updates made to Policy 13090 (Animal Restrictions in Parks). The updates are related to the restriction of domestic livestock, including horses, in all Parks and Recreation Parks without a permit.

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.

This policy was updated to include language restricting domestic livestock, including horses in parks without a permit. This addition to the policy was based on the safety of participants as well the maintenance and upkeep of park property.

RESPECTFULLY SUBMITTED,

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

Leslie Brinson, Community Events Manager



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities Animal Restrictions: 13090

Date: October 27, 2009

Updated: November 17, 2020

Updated: May 16, 2023

POLICY RE: Animal Restrictions in ~~Specific Park Locations~~ Parks

Some parks and facilities, based on their size, location or design purpose, can attract a large gathering of participants, users or spectators. In these situations staff has observed that the inclusion of animals in this environment poses some threat for possible injury to other park users or where food products are sold the possibility of unsanitary conditions. For this reason the following parks have restrictions where animals, other than a service animal assisting persons with disabilities, can not be brought into the park or facility in order to protect other park users.

Twin Lakes Sports Park (inside the fenced in area where the ball fields, bleachers and the concessions areas are located)

Winslow Sports Complex (inside the fenced in area where the ball fields, bleachers and concessions areas are located)

Lower Cascades Ballfields (inside the fenced in area where the ball fields, bleachers and concessions areas are located)

Bloomington Community Farmers' Market- Showers Common on the blacktop where vendors are located and the Food and Beverage Artisan Area.

Bloomington Community Tuesday Farmers' Market- Switchyard Park pavilion area where vendors are set up.

The department shall retain the right to extend this provision to other park locations as deemed necessary to protect the safety of other park users. The Board of Parks Commissioners will be asked to revise this policy if it becomes necessary to consider additional parks or facilities to be identified for enforcement of this policy.

Domestic livestock – including horses, is not allowed in any park without a permit.



STAFF REPORT

Agenda Item: C-5
Date: 5-10-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Kevin Terrell, Banneker Community Center Program and Facility Coordinator
DATE: May 16, 2023
SUBJECT: SERVICE AGREEMENT WITH CHEF FOR HIRE, INC

Recommendation

Staff recommends approval of a mid-level services agreement with Chef For Hire, Inc. for the 2023 Banneker camp summer program. Amount is not to exceed \$21,500, to come out of 201-18G23006-53990 2023 Summer Food Service grant line.

Background

The Banneker Community Center would like to once again enter into a contract for services with Chef for Hire, Inc. to support the Banneker Camp summer program. The Indianapolis based company provides vended, pre-packaged meals that meet USDA Summer Food Service Program requirements for 70-80 participants daily, during the Banneker Camp summer program. These meals are scheduled and delivered twice per week. As part of the USDA Summer Food Service Program, Banneker is reimbursed for every meal that is served, and Banneker staff orders meals from Chef for Hire weekly in accordance with participation numbers. This is to reduce the amount of excess meals delivered that cannot be reimbursed through the USDA. Banneker has worked with Chef for Hire for several years, and wishes to continue to do so for 2023. This funding comes from the yet to be created NR grant line for USDA 2023.

RESPECTFULLY SUBMITTED,

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

Kevin Terrell, Banneker Community Center Program and Facility Coordinator

2023-January

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Chef for Hire
FOR
Banneker Summer Food Service Program**

This Agreement, entered into on this _____ day of _____ 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Chef For Hire ("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 July 21, 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 Twenty One thousand five hundred dollars (\$21,500.00). 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:

Kevin Terrell
City of Bloomington Parks and Recreation
401 N Morton Suite 250
Bloomington Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be

named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation		Chef For Hire, Inc
Attn: Kevin Terrell		Attn: Monty Degenhardt
401 N. Morton Suite 250		PO Box 44156
Bloomington Indiana 47402		Indianapolis, Indiana 46244

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

Article 28. Living Wage Ordinance

Contractor is considered a “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form the covered employer’s contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

CITY OF BLOOMINGTON

Chef For Hire, Inc

Beth Cate, Corporation Counsel

Monty Degenhardt, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Chef For Hire will produce, package, and deliver breakfast and lunch meals to the Banneker Community Center twice per week.

Chef For Hire will produce and package meals to the standards of the USDA Summer Food Service Program, for which the Banneker Community Center complies.

Chef For Hire will receive order number needed from the Banneker Center and supply the appropriate amount twice per week.

Chef For Hire will send an itemized menu list for each delivery for record keeping to be done in accordance with USDA guidelines.

Chef For Hire will ensure that each food item has not met its expiration date, and will reimburse funds associated with items that have arrived spoiled.

EXHIBIT B

“Project Schedule”

Meals will be delivered prior to the start of Banneker Summer Camp on May 30th, 2023.

Each week of programming from May 30 through July 21, 2023, meals will be produced and delivered twice per week.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT “E”

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



STAFF REPORT

Agenda Item: C-6
Date: 5-10-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: May 16, 2023
SUBJECT: MOTHER NATURE LANDSCAPING WATERING CONTRACT FOR 2023
DOWNTOWN TREE PLANTING PROJECT

Recommendation

Staff recommends approval of this contract to provide watering for the 2023 Downtown Tree Planting Project. Amount not to exceed twenty five thousand two hundred dollars, and will be funded from the bicentennial bond.

Amount: 25,200.00

Funding source: 980-18-18018c-54510

Background

This will alleviate burden on the in-house watering truck, and provide an extra level of survivorship for the 90 trees slated to be planted in the downtown area. The quote is based on a deep root feeding followed by a water-as-needed basis. Mother Nature will provide one deep root feeding watering for each tree followed by up to 1,080 individual tree watering between approval and the end of October.

RESPECTFULLY SUBMITTED,

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

Haskell Smith, Urban Forester

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
MOTHER NATURE LANDSCAPING
FOR
DOWNTOWN TREE PLANTING PROJECT WATERING**

This Agreement, entered into on this _____ day of _____ 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Mother Nature Landscaping (“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 promptly as possible provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before November 15th, 2023 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with the guidelines set forth by the American National Standards Institute, specifically ANSI A300 for tree care practices. The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the standards set forth in the ANSI A300; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standards set forth in the ANSI A300.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty Five Thousand Two Hundred Dollars and Zero Cents (\$25,200.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Haskell Smith, Urban Forester
City of Bloomington Parks and Recreation

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		Mother Nature Landscaping
Attn: Haskell Smith		Attn: Seth Inman
401 N Morton		4848 S Walnut Street Pike
Bloomington IN 47404		Bloomington IN 47401

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

Article 25. Intent to be Bound

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

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 employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form the covered employer’s contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

CITY OF BLOOMINGTON

Mother Nature Landscaping

Beth Cate, Corporation Counsel

Seth Inman, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Watering is contingent upon the ninety (90) trees being planted as part of the 2023 Downtown Tree Planting Project. The Urban Forester will relay all information as to when and where trees for this project have been planted.

The first watering is to be a “Deep Root Feed” at \$40 per tree for up to 90 trees (\$3,600).

The Remaining watering is based on specific needs of each tree, and Contractor agrees to conduct “monitoring runs” from the execution of this contract until October 31 as needed.

All Trees should receive 10 gallons of water each watering unless it is found during the “monitoring run” that water is not needed by use of a water meter. Each tree will be \$20 for each instance of actual watering. Up 1,080 tree waterings (\$21,600) are included on this contract.

Contractor shall keep a basic record of when trees are watered and provide a copy said watering records upon completion of Contract.

EXHIBIT B

“Project Schedule”

All work to be completed by October 31st.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT “E”

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



STAFF REPORT

Agenda Item: C-7
Date: 5-10-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: May 16, 2023
SUBJECT: APPROVAL OF PEOPLES PARK USE PERMIT FOR IU ARTS AND HUMANITIES COUNCIL FOR THE TEMPORARY INSTALLATION OF HAPTIK|B SCULPTURE

Recommendation

Staff recommends the approval of the Peoples Park Use Permit for the Indiana University (IU) Arts and Humanities Council's temporary installation of the haptiK|B sculpture by the artist, W. Dorian Bybee, for June 1 through June 30, 2023. Approval of this request would include the ability to renew this temporary installation on a month by month basis up until September 1, 2023 pending a successful trial period of one month (June 1 through June 30, 2023).

Background

The IU Arts and Humanities Council submitted an application for the use of Peoples Park to install a temporary sculpture in Peoples Park for the dates of June 1 through September 1, 2023. This sculpture will be exhibited as part of the Granfalloon: A Kurt Vonnegut Convergence. This event is scheduled for June 6-11, 2023 in downtown Bloomington.

A diagram of the haptiK|B sculpture by W. Dorian Bybee is attached to this packet including details on how it will be anchored into the ground. The IU Arts and Humanities Council will also submit a maintenance and vandalism plan.

This request includes a plan for performances on a small portable stage that is part of the art installation. Each performer utilizing this stage will need to submit a Peoples Park Use Permit for the date and time of their performance.

RESPECTFULLY SUBMITTED,

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

Crystal Ritter, Community Events Coordinator
2023-January

PEOPLES PARK USE APPLICATION

City of Bloomington
Parks and Recreation Department
401 N. Morton Street, Suite 250
Bloomington, IN 47401
812-349-3700

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

Type of Organization: (check all that apply)

- | | | |
|--|--|--|
| <input type="checkbox"/> Governmental: | | <input type="checkbox"/> Private – City Resident |
| <input type="checkbox"/> City of Bloomington | <input type="checkbox"/> Department-Affiliated | <input type="checkbox"/> Private – Non-Resident |
| <input type="checkbox"/> Monroe County | <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Profit Making |
| <input type="checkbox"/> Other _____ | Tax ID# _____ | |

Applicant Information

Contact Name: _____ Contact Phone: _____
Title/Position: _____ Organization: _____
Address: _____
City, State, Zip: _____ Contact Email Address: _____

1. Guidelines

- All materials must be placed within the park and must not block any sidewalk or pedestrian traffic within the park.
- Bloomington Parks and Recreation only provides a space. You need to bring a table, chair(s) and any items you want to display.
- Groups may not give away homemade items intended for human consumption. Only pre-packaged items produced in an inspected kitchen may be sold.
- Groups may not amplify sound.
- Bloomington Parks and Recreation may at any time ask a group to remove their table or vacate the park premises.
- The registering group representative is responsible for ensuring this information is shared with all members of the group who may be assisting with the table. If you have questions or concerns please contact Crystal Ritter at 812.349.3725 or ritterc@bloomington.in.gov.

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

(All Events: Applications will not approved for dates where Bloomington Parks and Recreation has planned programming in the park.)

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

I HAVE READ AND AGREE TO ABIDE BY THE CITY OF BLOOMINGTON PARKS AND RECREATION 2020 PEOPLES PARK USE APPLICATION.

Signature: _____ Date: _____

City of Bloomington Parks and Recreation Department Special Event Application **(PARK USE ONLY)**

Date Received: _____

Partnership: _____

Parks Event: _____

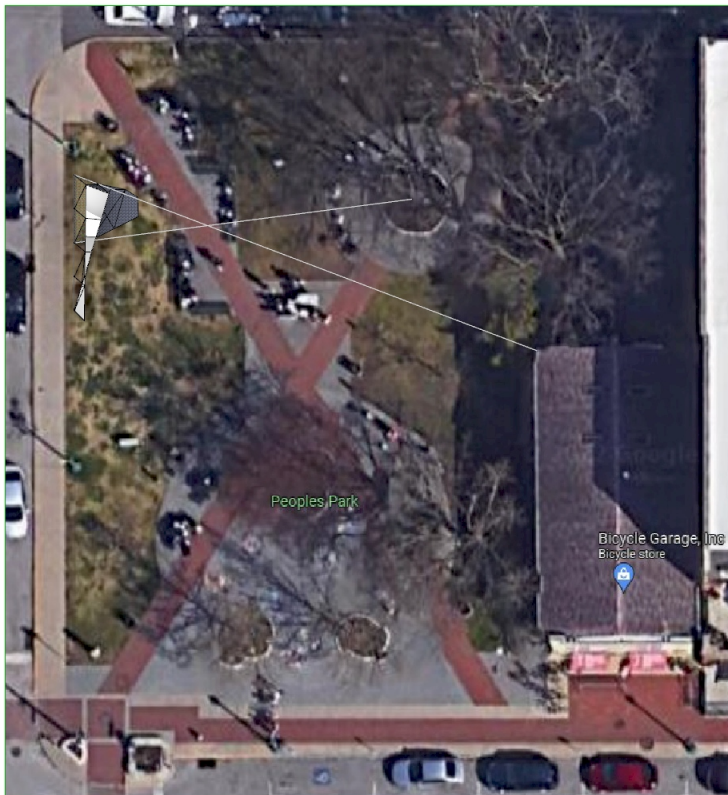
Permit #: _____

Scheduled for Special Use Meeting Date: _____

Approved: _____

City of Bloomington contact person: _____

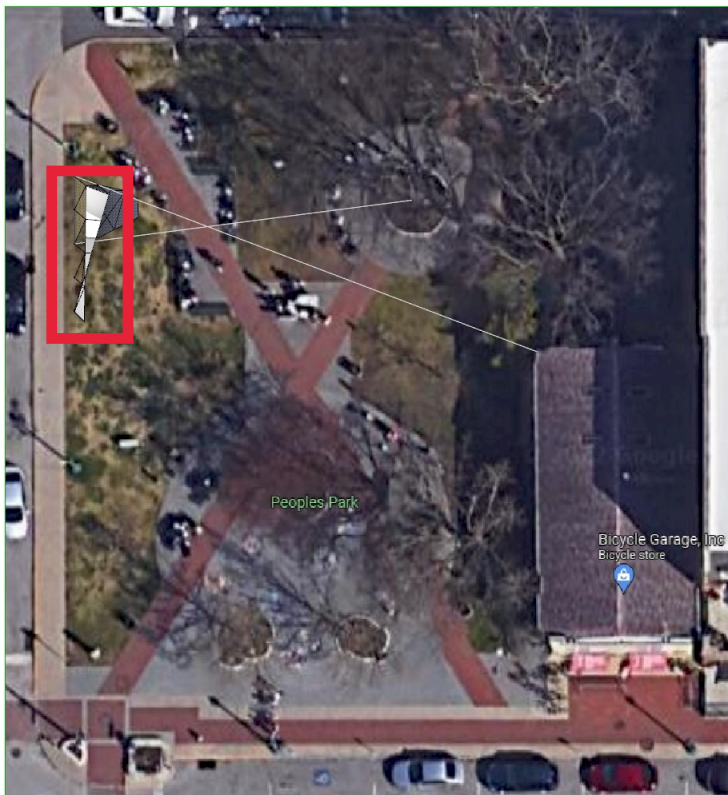
Telephone Number: _____ E-mail: _____



FLTNG

temporary public art installation
by W Dorian Bybee of *haptiK|B*
(preliminary drawings for permit -
March 23, 2023)

NEW LOCATION OF
PUBLIC ART, IN
NORTHWEST
CORNER OF
PEOPLE'S PARK,
FACING DUNN
STREET



FLTNG

temporary public art installation
by W Dorian Bybee of *haptiK|B*
(preliminary drawings for permit -
March 23, 2023)

SITE PLAN,
ZOOMED IN ON
PUBLIC ART.
APPROXIMATE
OVERALL SIZE IS
30'-0" x 7'-3",
SECURED TO
GROUND WITH
'EARTH
ANCHORS' (SEE
BELOW)



FLTNG

temporary public art installation
by W Dorian Bybee of *haptiK|B*
(preliminary drawings for permit -
March 23, 2023)

CUSTOM PRINTED
EXTERIOR GRADE
MATERIAL

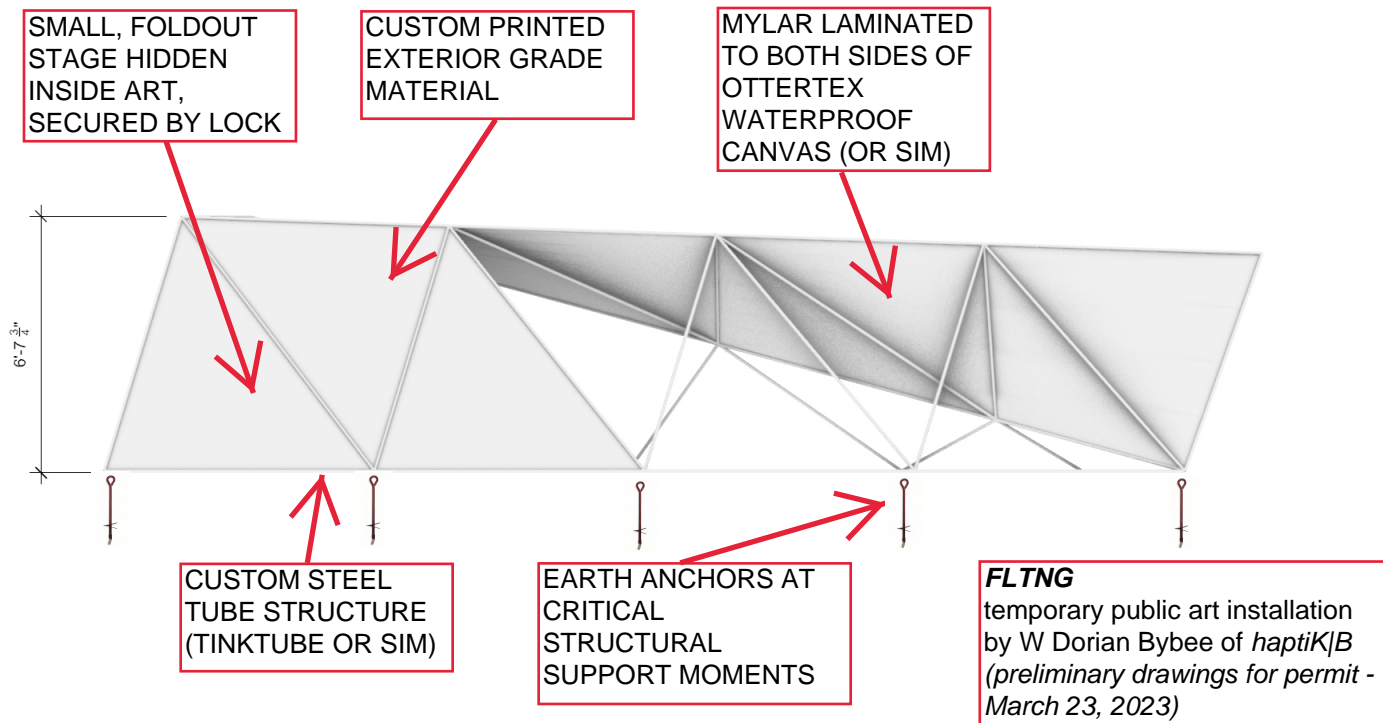
MYLAR LAMINATED
TO BOTH SIDES OF
OTTERTEX
WATERPROOF
CANVAS (OR SIM)

7'-3"

30'-0"

FLTNG

temporary public art installation
by W Dorian Bybee of *haptiK|B*
(preliminary drawings for permit -
March 23, 2023)





STAFF REPORT

Agenda Item: C-8
Date: 5-10-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Name, Title
DATE: May 16, 2023
SUBJECT: INDEMNIFICATION AGREEMENT FOR FIRST CAPITAL
OVERFLOW PARKING

Recommendation

Staff are asking for the Park Board for the approval of an indemnification agreement with AFR PARTNERS, LLC, IEC VENTURES, LLC, TRAVIS, LLC, SOUTHGREEN PARTNERS, LLC, FC GROUP, LLC.

Background

Visit Bloomington! and City of Bloomington Parks are working together on a Thursday night Regional Concert Series for 2023 at Switchyard Park. Dates are June 15, July 20, and August 24, 2023. Visit Bloomington! has secured the vacant First Capital property on the west side of S. Rogers Street as additional parking for the events at no charge. The property owners are asking Visit Bloomington! and City of Bloomington Parks for and Indemnity Agreement.

RESPECTFULLY SUBMITTED,

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

Hsiung Marler, Switchyard Park General Manager

INDEMNITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, The Convention and Visitors Bureau of Monroe County Ind. d/b/a Visit Bloomington, the City of Bloomington, and the City of Bloomington Parks and Recreation Department (collectively, the "Indemnitors") agree to the fullest extent permitted by law to indemnify and hold harmless AFR Partners, LLC, IEC Ventures, LLC, Travis, LLC, Southgreen Partners, LLC, and FC Group, LLC (collectively, the "Indemnitees"), and their respective successors and assigns, from any claim, action, liability, loss, damage or suit, arising from Indemnitor's use of the vacant land located at the 1300-1400 Block of South Rogers, Bloomington, Indiana (the "Property"), for parking related purposes for the Thursday Night Switchyard Park Concert Series on the dates of June 15, 2023, July 20, 2023, and August 24, 2023. Indemnitors will also be permitted to access the Property the day following each event for clean up, and agree to return the Property to the same condition that existed immediately prior to their use, including the removal/towing away of any vehicles left on the Property.

Before the use of the Property, Indemnitors agree to provide Indemnitees with a Certificate of Insurance acceptable to Indemnitees showing limits of liability acceptable to Indemnitees. In no event shall the limits of liability shown on the Certificate of Insurance be construed as the limits of liability under this agreement.

In the event of any asserted claim, Indemnitees shall provide Indemnitors reasonably timely written notice of same, and thereafter Indemnitors shall, at their own expense, defend, protect and hold harmless Indemnitees against said claim or any loss or liability arising thereunder. In the further event Indemnitors should fail to so defend and/or indemnify and hold harmless, then in such instance Indemnitees shall have full rights to defend, pay or settle said claim on their behalf without notice to Indemnitors and with full rights to recourse against Indemnitors for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. Upon default, Indemnitors further agree to pay all reasonable attorney's fees necessary to enforce this agreement.

This Agreement shall be unlimited as to amount or duration, and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. This Agreement shall be construed under and in accordance with the laws of the State of Indiana. Time is of the essence in all matters under this Agreement. In case any provision contained in this Agreement is held invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement constitutes the entire agreement between the parties and may not be amended or modified unless in a writing and executed by the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement binding all of the parties hereto, and that a signature is effective upon receipt of the document containing the original, facsimile, PDF, or electronically generated signature of the party.

Each person executing this Agreement represents and warrants that he or she has full authority to sign on behalf of the party for whom he or she signs, and that this Agreement binds such party.

INDEMNITOR

THE CONVENTION AND VISITORS BUREAU
OF MONROE COUNTY, INC. d/b/a
VISIT BLOOMINGTON

Date: _____

By: _____

Printed Name, Title

INDEMNITOR

CITY OF BLOOMINGTON

Date: _____

By: _____

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND
RECREATION

Date: _____

By: _____

Paula McDevitt, Director
Parks and Recreation Department

Date: _____

By: _____

Kathleen Mills, President
Board of Park Commissioners

INDEMNITEE

AFR PARTNERS, LLC

Date: _____:

By: _____
Tim J. Mitchell, Member

INDEMNITEE

IEC VENTURES, LLC

Date: _____:

By: _____
Tim J. Mitchell, Member

[Signatures continued on next page]

INDEMNITEE

TRAVIS, LLC

Date: _____:

By: _____
Tim J. Mitchell, Member

INDEMNITEE

SOUTHGREEN PARTNERS, LLC

Date: _____:

By: _____
John W. Bender, Member

INDEMNITEE

FC GROUP, LLC

Date: _____:

By: _____
Tim J. Mitchell, Member



STAFF REPORT

Agenda Item: C-9 Date: 5-10-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: May 16, 2023
SUBJECT: REVIEW AND APPROVAL OF A CONTRACT WITH NEIDIGH
CONSTRUCTION FOR THE REMOVAL OF DILAPIDATED BUILDINGS
FROM GRIFFY LAKE NATURE PRESERVE

Recommendation

Staff recommends approval of a contract with Neidigh Construction. The contract deadline is Oct. 31 and the total amount of the contract is \$13,200. Funding for the contract is from Natural Resources General Fund budget - 200-18-184000-53990

Background

Three abandoned home sites are present on the 20 acre parcel of land that was donated to the Department by Julia Heiman and added to the Griffy Lake Nature Preserve. This contract would allow Neidigh Construction to remove the buildings from the Nature Preserve and dispose of the debris. The work will be completed when the ground is firm and dry to minimize soil disturbance and erosion.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Steve Cotter".

Steve Cotter, Natural Resources Manager

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
NEIDIGH CONSTRUCTION
FOR
REMOVAL OF DILAPIDATED BUILDINGS FROM GRIFFY LAKE NATURE PRESERVE**

This Agreement, entered into on this 16 day of May 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and NEIDIGH CONSTRUCTION ("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 OCTOBER 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 THIRTEEN THOUSAND AND TWO HUNDRED DOLLARS (\$13,200). 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:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be

named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	NEIDIGH CONSTRUCTION
Attn: STEVE COTTER	Attn: DAVID NEIDIGH
PO BOX 848	2220 W. FOUNTAIN DR.
BLOOMINGTON IN 47402	BLOOMINGTON IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

Article 28. Living Wage

Contractor is considered a “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form the covered employer’s contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

CITY OF BLOOMINGTON

NEIDIGH CONSTRUCTION

Beth Cate, Corporation Counsel

DAVID NEIDIGH

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:

CONTRACTOR SHALL REMOVE THREE DILAPIDATED BUILDINGS FROM GRIFFY LAKE NATURE PRESERVE (AT 3250 RUSSELL ROAD) AND DISPOSE OF THE DEBRIS.



NEIDIGH CONSTRUCTION CORPORATION

Proposal

General Contractor
2220 West Fountain Drive
Bloomington, IN 47404

Prepared by: Larry Neidigh

Phone 812-334-0362
Fax 812-334-3144

Date: April 28, 2023

To: Bloomington Parks & Recreations
401 N. Morton St., Suite 250
Bloomington, IN 47404
Attn: Steve Cotler

Job Description: Demolition of three existing structures - 3250 Russell Road

Neidigh Construction Corporation (Seller) is pleased to submit this quotation for your consideration and acceptance. We will provide all necessary labor, supervision, material and equipment to complete the following scope of work:

Scope of Work:

Parks and Restoration Demolition of three (3) existing structures

Labor	80 hrs. at \$ 45.00	3,600.00
Equipment	40 hrs. at \$ 100.00	4,000.00
Dumpster	4 dumpsters at \$ 900.00	3,600.00
Trucking and Mobilization		2,000.00

For The Sum Of: \$ 13,200.00

Exclusions:

Utilities locate, disconnect,

Demolition permits: stone or dirt fill material; seed and straw of disturbed site areas; erosion control

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Buyer to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Acceptance of Proposal - Upon acceptance, please sign, date and return one copy of this proposal to our office. Upon receipt, we will schedule your project. Payment as work progresses, in full upon completion. All financing must be pre-approved prior to the start of any work. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I agree to the payment terms as described. Buyer agrees to pay all costs of collection and reasonable attorney's fees if payment is not made within the terms of this proposal.

We propose to furnish equipment, material and labor, complete in accordance with the above specifications, for the sum of: Thirteen Thousand Two Hundred (\$ 13,200.00)

Seller's Signature Larry Neidigh Date 04/28/2023

Buyer's Signature _____ Date _____
This proposal may be withdrawn by us if not accepted within 60 days.

EXHIBIT B

“Project Schedule”

WORK IS TO BE COMPLETED WHEN THE SITE IS DRY BEFORE OCTOBER 31, 2023.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT “E”

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



STAFF REPORT

Agenda Item: D-2 Date: 5-10-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: May 16, 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 written in a cursive, flowing style.

Leslie Brinson, Community Events Manager

2023-January