



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, August 29, 2023 4:00pm – 5:30pm
(Rescheduled from Tuesday, August 22, 2023)

McCloskey Conference Room #135
401 North Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of July 12, 2023 and July 27, 2023 meetings/work session
- A-2. Approval of Claims Submitted July 12, 2023 – August 21, 2023
- A-3. Approval of Non-Reverting Budget Amendment
- A-4. Review of Business Report
- A-5. Review of Credit Card Refund Report
- A-6. Approval of Surplus
- A-7. Approval of contract addendum to service agreement with Bledsoe, Riggert, Cooper & James, Inc. for land surveying services
- A-8. Approval of cooperative program partnership with Indiana University Outdoor Adventures
- A-9. Approval of template of the 2023 Holiday Market Artist Exhibitor Agreement Template
- A-10. Approval of contract with Sunset Hill for emergency fence repairs
- A-11. Approval of contract with Everywhere Signs for repairs to the Buskirk-Chumley Theater marquee

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Bravo Award Kip and Whitney Schlegel (Emily Buuck)
- B-2. Parks Partner Award
- B-3. Staff Introductions

C. OTHER BUSINESS

- C-1. Review/Approval of partnership agreement with Summer Star Foundation for Nature, Art, and Humanity, Inc. (Rebecca Swift)
- C-2. Review/Approval of contract with 858 Industries for installation of sound equipment at Switchyard Park (Leslie Brinson)
- C-3. Review/Approval of contract with Electric Plus for Switchyard Park sound equipment (Leslie Brinson)
- C-4. Review/Approval of contract with BSN Sports for soccer field turf replacement at Twin Lakes Recreation Center (Daren Eads)
- C-5. Review/Approval of partnership agreement with Bloomington Soccer, LLC for soccer program at Twin Lakes Recreation Center (Mark Sterner)
- C-6. Review/Approval of contract with LiveBarn to live stream hockey games from Frank Southern Center (Dee Tuttle)
- C-7. Review/Approval a change to the price schedule for Holiday Market electricity (Leslie Brinson)
- C-8. Review/Approval of contract Bluestone Tree LLC for tree replacements in roadway medians in four locations. (Haskell Smith)
- C-9. Review/Approval contract with Davey Resource Group (Haskell Smith)
- C-10. Review/Approval of contract with West Inc. for Griffy Lake wetland delineation (Steve Cotter)
- C-11. Review/Approval of contract with James Hall for historic consultation work for Lower Cascades Parks (Tim Street)
- C-12. Review/Approval of temporary encroachment agreement with Wininger Construction, Inc. for rail trail connection to Southern Meadows development (Tim Street)

- C-13. Review/Approval of contract with Bledsoe, Riggert, Cooper & James, Inc. for RCA Park (Tim Street) accessible path design to a new picnic shelter
- C-14. Review/Approval of contract with E&B Paving, Inc. for Rogers St. sidewalk and culvert extension project (Tim Street)

D. REPORTS

- D-1. Recreation Division - No Report
- D-2. Operations Division - No Report
- D-3. Sports Division - No Report
- D-4. Administration 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:

Join Zoom Meeting

<https://bloomington.zoom.us/j/82853209825?pwd=WlUzRlVUc2hla0svVXZGSk8xd0ZJdz09>

Meeting ID: 828 5320 9825

Passcode: 034483

One tap mobile

+19292056099,,82853209825# US (New York)

+13017158592,,82853209825# US (Washington DC)



A-1

08-29-2023

Board of Park Commissioners
Regular Meeting
Minutes

Regular Meeting: Thursday, July 12, 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 4:02pm

Present: Kathleen Mills, Ellen Rodkey, and Jim Whitlatch

Absent: Israel Herrera

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.

A. CONSENT CALENDAR

- A-1. Approval of Minutes of May 8, 2023 Work Session, and May 16, 2023 Regular Meeting
- A-2. Approval of Claims Submitted May 17, 2023 – July 11, 2023
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Review of Credit Card Refund Report
- A-6. Approval of Surplus – None
- A-7. Approval of partnership agreement with Cicada Cinema for Movies in the Park series
- A-8. Approval of contract with BFS for Next Level Trails Grant application services
- A-9. Approval of extension to trail closure application for Duke Energy
- A-10. Approval of contract with I Shine Cleaning, LLC for cleaning services at Banneker Community Center
- A-11. Approval of partnership agreement with Mad 4 My Dog for 2023 Drool in the Pool community event
- A-12. Approval of partnership agreement with Monroe County History Center for October 2023 community event
- A-13. Approval of partnership agreement with Purdue Extension Office of Monroe County for “Food as Medicine” program
- A-14. Approval of contract with Terminex for green pest control services at Banneker Community Center

Ellen Rodkey made a motion to approve Consent Calendar. Jim Whitlatch seconded the motion. Vote take: unanimously carried 3-0

B. PUBLIC HEARINGS/APPEARANCES

B-1. Bravo Award

Emily Buuck, Community Relations Coordinator presented Steve Bailey with the June Bravo award for the many hours given as Winslow Woods Park Ambassador. Steve removed litter, informed Parks of any needed repairs, and kept an eye out for new vandalism or suspicious behavior. Staff was appreciative of Steve’s dedicated service.

Steve Bailey thanked the City of Bloomington and Park staff for what they provided to the community.

Board Comments: *Jim Whitlatch inquired:* if the Park Ambassador reports could be shared with the Board. *Paula McDevitt responded:* Yes, they would be shared.

B-2. Parks Partner Award - none

B-3. Staff Introductions

Casey Hallenbeck, Natural Resources Intern was a third year undergraduate student at the School of Public Health at Indiana University, pursuing a Bachelor of Science in Parks, Recreation, and the Outdoors, and a minor in History. Casey planned to become a certified American Sign Language (SAL) interpreter. Casey was interested in connecting people to the natural world and environment around them, through conservation and preservation efforts.

Bradley Scoggins, had recently been promoted to Cascades Golf Course Superintendent. Brad started his career at Indiana University Golf Course, and had perfected his craft in agronomy over the last ten years. Brad enjoyed a challenge and loved working on golf courses.

Jackson Cowden, had recently been promoted to Cascades Golf Course Programs Coordinator. Over the past 13 years, Jackson had worked as a seasonal Attendant, Supervisor and Staff Assistant at Cascades Golf Course. Jackson looked forward to growing the game of golf at Cascades Golf Course.

C. OTHER BUSINESS

C-1. Review/Approval of Encroachment Agreement with 400 W. 7th LLC

Tim Street, Operations and Development Division Director the Johnson Creamery building located at 400 W 7th Street, would be redeveloped into a mixed-use building. The developers wished to attach the new building to the B-Line trail. Staff recommended approval of the encroachment agreement with 400 W. 7th LLC.

Ellen Rodkey made a motion to approve encroachment agreement with 400 W. 7th LLC. *Jim Whitlatch* seconded the motion. Vote take: unanimously carried 3-0

C-2. Review/Approval of Memorandum of Understanding with Volunteer Groups for the Adult Field Day Event.

Emily Buuck, Community Relations Coordinator the 2023 Adult Field Day, would require sixteen volunteers across two shifts, from 4:30pm to 10pm. Clubs and Parks wished for Club's members to volunteer at the event in exchange for a shelter rental for a Club event. Only the shelter fee rental would be waived, any add-ons would be the sole responsibility of the Club. Staff recommended approval of the MOU with Volunteer Groups for the Adult Field Day Event.

Board Comments: *Kathleen Mills inquired:* if other items besides the shelter rental fee being waived had been considered. *Emily Buuck responded:* additional ideas had been discussed, the shelter rental seemed to be the best item to offer.

Ellen Rodkey made a motion to approve MOU with Volunteer Groups for Adult Field Day Event. *Jim Whitlatch* seconded the motion. Vote take: unanimously carried 3-0

C-3. Review/Approval of Contract with Southside Rental for Rental of Tents, Stages, Tables and Chairs for Various Community Events

Bill Ream, Community Events Coordinator staff wished to provide entertaining events for the community, and required the rental services of a professional vendor. The vendor would provide delivery and setup of rental equipment at various community events. Staff recommended approval of the contract with Southside Rental in an amount not to exceed \$6,000. Funding would be from Community Events Non-Reverting and General Funds.

Board Comments: *Kathleen Mills inquired:* if the 4th of July request would be for 2024. *Bill Ream responded:* the contract had been scheduled to be on the June agenda, that meeting had been cancelled which caused the contract to be moved to the July meeting.

Ellen Rodkey made a motion to approve the contract with Southside Rental. *Jim Whitlatch* seconded the motion. Vote take: unanimously carried 3-0

C-4. Review/Approval of Contract Addendum with Aztec Engineering for Power Line Trail and Rogers St Sidewalk Project

Tim Street, Operations and Development Division Director the Parks and Recreation Department entered into a contract with Aztec Engineering Group in July 2020, to investigate and design a new terrain trail along Duke Energy power line easement. The Department wished to extend the timeline and completion date, and capture additional costs in the

contract related to changes and delays in the project that had surfaced related to Duke Energy power transmission and distribution infrastructure. Both parties were in agreement to the requested changes to the original agreement. Staff recommended approval of the contract addendum, in an additional amount of \$80,100. Funding would be from Bicentennial Bond Series A, and from 2022 Parks Bond.

Ellen Rodkey made a motion to approve contract addendum with Aztec Engineering. *Jim Whitlatch* seconded the motion. Vote take: unanimously carried 3-0

C-5. Review/Approval of Contract with E&B Paving for Infrastructure Repairs at Various Park Properties

Tim Street, Operations and Development Division Director due to time and usage, improvements were needed to a number of sites within the Department. Staff wished to retain Contractors services for various infrastructure improvements. Contactor would provide all materials, labor, and equipment necessary to complete work at various parks and trail facilities located in Bloomington, IN. Staff recommended approval of the contract with E&B Paving in an amount not to exceed \$407,400. Funding would be from Parks ARPA funds, Parks General Fund and Engineering Account.

Ellen Rodkey made a motion to approve contract with E&B Paving. *Jim Whitlatch* seconded the motion. Vote take: unanimously carried 3-0

C-6. Review/Approval of Contract with Mader Design for Building Trades Park Master Plan

Tim Street, Operations and Development Division Director to help determine the future of Buildings Trades Park, and the best way the park would serve the surrounding neighborhoods, staff wished to have a new master plan created. The services of a professional landscape designer were required to create concepts, organize public feedback, and create the master plan. Staff recommended approval of the contract with Mader Design, in an amount not to exceed \$36,500. Funding would be from Operations General Fund.

Board Comments: *Ellen Rodkey inquired:* what contractor developed the Hopewell design, and had the Hopewell design been completed. *Tim Street responded:* Rundell Ernstberger developed the Hopewell Design. Phase 1 East of the Hopewell design had been completed. Phase 1 West was still in progress. The Hopewell Design would be shared with Mader Design.

Ellen Rodkey made a motion to approve contract with Mader Design. *Jim Whitlatch* seconded the motion. Vote take: unanimously carried 3-0

C-7. Review/Approval of Lease Extension with The Project School for 349 S. Walnut St.

Tim Street, Operations and Development Division Director The Project School requested the City renew their lease at 349 S. Walnut. The lease would be extended for an additional five year term, beginning July 1, 2024 and ending June 30, 2029. Staff recommended approval of the lease extension.

Board Comments: *Jim Whitlatch inquired:* if the lease was a triple net lease. *Tim Street responded:* yes. *Jim Whitlatch inquired:* if the lease was at fair market value. *Paula McDevitt responded:* yes, it was at fair market value. The original lease was established in 2009. The lease payments received went into the Non-Reverting fund and helped pay the Twin Lakes Recreation Center bond payment. *Jim Whitlatch inquired:* were there any other plans for that property. *Paula McDevitt responded:* not at the present time. Use of the property was revisited every five years.

Ellen Rodkey made a motion to approve lease extension with The Project School. *Jim Whitlatch* seconded the motion. Vote take: unanimously carried 3-0

C-8. Review/Approval of Contract with Commercial Service of Bloomington, Inc. Dog Wash Station

Hsiung M Marler, Switchyard Park General Manager for convenience of dog owners, staff wished to have a rinse station installed at Switchyard Park dog park. Staff recommended approval of contract with Commercial Services in an amount not to exceed, \$11,260. Funding would be from 176-18-G21005-54310 (ARPA)

Board Comments: *Ellen Rodkey inquired:* if there were concerns of vandalism for the project. *Hsiung Marler responded:* research had been conducted, and the selected fixture had been recommended by other Parks. The fixture worked off a push button timer, and the water could not be left on.

Ellen Rodkey made a motion to approve contract with Commercial Service. *Jim Whitlatch* seconded the motion. Vote take: unanimously carried 3-0

C-9. Review/Approval of Appointment for Farmer' Market Advisory Council

Clarence Boone, Farmers' Market Coordinator staff recommended approval of Andy Christian Manansala appointment to the Farmers' Market Advisory Council. Andy would fill the vacant food and beverage position.

Ellen Rodkey made a motion to approve the appointment of Andy Christian Manansala to the Farmers' Market. *Jim Whitlatch* seconded the motion. Vote take: unanimously carried 3-0

C-10. Review/Approval of Partnership with Indiana Arborist Association (IAA) for High Level Tree Related Training

Haskell Smith, Urban Forester Bloomington Parks and Recreation Department and Indiana Arborist Association wished to provide tree related educational classes, training or workshops in the Bloomington area. Parks would provide the location of the trainings and IAA would provide the training. Staff recommended approval of the partnership with IAA.

Board Comments: *Jim Whitlatch inquired:* how the classes would be advertised, and where would they be held. *Haskell Smith responded:* the program would be promoted by both parties, the first class would be held at Cascades Golf Course. *Jim Whitlatch inquired:* if the program would be for the general public or professionals. *Haskell Smith responded:* the program would be aimed more for professionals. The tree steward program would be returning for the general public.

Ellen Rodkey made a motion to approve the Partnership with Indiana Arborist Association. *Jim Whitlatch* seconded the motion. Vote take: unanimously carried 3-0

D. REPORTS

D-1. Recreation Division – none

D-2. Operations Division – none

D-3. Sports Division – none

D-4. Administration Division – none

E. PUBLIC COMMENT

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

The Board received comments from a representative for the Canopy Bloomington Board.

Paula McDevitt, Administrator commented: the next Board of Park Commissioners special meeting would be held on Thursday, July 27th, with a work session immediately following. The ribbon cutting for Rogers Family Park would be held on Friday, August 4th. The Board of Park Commissioners regular scheduled meeting would be held on Tuesday, August 22nd. The 2024 Parks Budget would be presented on Wednesday, August 30th.

ADJOURNMENT

Meeting adjourned at 4:43pm

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners



A-1

08-29-2023

Board of Park Commissioners
Special Meeting
Minutes

Special Meeting: Thursday, July 27, 2023 1:30 – 1:45 p.m.

City Hall - Hooker Room #245
401 North Morton

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CALL TO ORDER - ROLL CALL

The meeting was called to order by Ellen Rodkey at 1:32pm

Present: Ellen Rodkey, Israel Herrera and James Whitlatch

Absent: Kathleen Mills

A. CONSENT CALENDAR

A-1. Approval of Non-Emergency Partial B-Line Trail Closure in August 2023 for Removal of Overgrowth and Hazardous Trees

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

B. OTHER BUSINESS

B-1. Review/Approval of Contract with Reed and Sons Construction, Inc. for Miller Showers Park Bicentennial Gateway Phase I.

Tim Street, Operations and Development Division Director as part of the Bicentennial Gateways Projects, a monolith art element would be placed at Miller Showers Park. The site would require additional work to complete the project. Staff recommended approval of the contract with Reed and Sons Construction for grading, removal of trees, sidewalk installation, repairs and upgrades to the pedestrian island, paving fixes, foundation and landscaping work for the element. Funding source would be 980-18-18018C-54510 (Bicentennial Bond Series C), in an amount not to exceed \$575,000.

Board Comments: *Ellen Rodkey inquired:* if Bo-Mar Industries had worked with any of the contractor who had submitted bids. *Tim Street responded:* No, and there were no concerns. The two vendors would coordinate.

Jim Whitlatch made a motion to approve contract with Reed and Sons Construction. *Israel Herrera* seconded the motion. Vote take: unanimously carried 3-0

B-2. Review/Approval of Property Sale (.036 acres along Rhorer Road) to the Board of Commissioners of Monroe County

Tim Street, Operations and Development Division Director the Board of Commissioners of Monroe County wished to construct a new bridge over Jackson Creek at Rhorer Road. In order to construct the new bridge, the County would need to acquire a portion of property controlled by the Board of Park Commissioners. The parcel was .036 acres in size. Staff recommended approval of the sale of the property, in an amount of \$2,360.

Jim Whitlatch made a motion to approve sale of property to the Board of Commissioners of Monroe County. *Israel Herrera* seconded the motion. Vote take: unanimously carried 3-0

Ellen Rodkey opened the floor to public comments – none were received.

ADJOURNMENT

Meeting adjourned at 1:42pm.

Respectfully Submitted,

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

Kim Clapp,
Secretary Board of Park Commissioners



A-1

08-29-2023

Board of Park Commissioners
Work Session
Minutes

Work Session: Thursday, July 27, 2023 1:45 – 3:00 p.m.

City Hall, Hooker Conference Room #235

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 1:45pm

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

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A-1. WORK SESSION AGENDA

- a. Use of Structures on Parks Properties
Paula McDevitt, Director

Items discussed

- Authority of the Board of Park Commissioners – to maintain parks, facility and trails
- Parks, facilities and trails were intended for recreational use and enjoyment for all people in the community
- Department was responsible for maintaining parks, facilities, trails and spaces
- Camping structures and makeshift enclosure had been erected in parks and on trails, and often were in violation of the Special Use Policy, and after park hours.
- Structures were causing the inability for all the community as a whole to use and enjoy parks spaces
- Structures were creating serious public health risk and safety issues
- The Department operated under policies approved by the Board of Park Commissioners. The Board had the authority to set new policies.

- b. Incident Reports – Data Review
Tim Street, Operations and Development Director

Items discussed

- Security was in the parks every day, with exception of two holidays
- Contract for 2023 security in parks and on trails would cost \$297,840
- Marshall Security reported 1724 incidents at sites they patrol
- 2022 Bloomington Police Department reported 3688 call for services in parks and on trails
- Breakdown of calls per location were reviewed
- Total number of calls for service were reviewed
- Hot spots and encampments at multiple sites were discussed
- Area of responsibility of City Departments were discussed

- Hours of parks were discussed
- Amount of needles located in parks were discussed
- Handout was distributed that had been provided by The Community and Family Resources Department (CFRD). The document provided information on CFRD responsibilities, how CFRD worked with area service providers serving unhoused residents, an overview of the meetings that occurred regarding unhoused residents, the availability of grant funding, and shelter beds available.

c. Draft Policy
Paula McDevitt, Director

Items discussed

- Intent - policy was to address the issue of the use of tents, makeshift enclosed structures or similar enclosures that presented public health and safety concerns.
- Requirements - no person shall erect, occupy, or otherwise utilize a tent, makeshift enclosed structure, or other similar enclosure on park property
- Exceptions to the policy – Special Use Permits and approved events
- Shade Structures – discussed what type of structures would be permissible
- Enforcement of Policy – Parks and Recreation would work with Bloomington Police Department to enforce policy
- If tents were not removed upon request, they would be collected by BPRD and stored in a secure place for at least 30 days, along with belongings if they met requirements

d. Schedule Special Park Board meeting
Paula McDevitt, Director

Items discussed

- Resolution for policy
- Board of Park Commissioners Special Meeting
- How to roll out policy

ADJOURNMENT

Meeting adjourned at 3:05 pm

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
7/14/2023	Payroll				268,676.40
					<u>268,676.40</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 \$ 268,676.40

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 07/08/23 - 07/21/23

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 181001 - Health & Wellness										
Account 52210 - Institutional Supplies										
6302 - Cardio Partners, INC	INV3207393	18-Automatic External Defibrillators and pads/equipment	Paid by EFT # 53523		07/11/2023	07/11/2023	07/21/2023		07/21/2023	761.08
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	\$761.08
								Program 181001 - Health & Wellness Totals	Invoice Transactions 1	\$761.08
Program 181100 - Marketing										
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-18764	18-business cards Jackson Cowden #250	Paid by EFT # 53603		07/11/2023	07/11/2023	07/21/2023		07/21/2023	61.22
								Account 53310 - Printing Totals	Invoice Transactions 1	\$61.22
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0005670889	18-June 2023 display ads and classifieds	Paid by EFT # 53555		07/11/2023	07/11/2023	07/21/2023		07/21/2023	1,638.36
1078 - Kamrex, INC (VFW Program)	291795	18-1/16 page ad in Indiana AmVet News for Twin Lakes Rec Center	Paid by Check # 77218		07/11/2023	07/11/2023	07/21/2023		07/21/2023	127.50
								Account 53320 - Advertising Totals	Invoice Transactions 2	\$1,765.86
Account 53990 - Other Services and Charges										
5017 - John W Lasher (The Production House)	SIM23070	18-Cascades clubhouse virtual tour and Gold Medal video	Paid by EFT # 53593		07/11/2023	07/11/2023	07/21/2023		07/21/2023	750.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$750.00
								Program 181100 - Marketing Totals	Invoice Transactions 4	\$2,577.08
Program 182001 - Aquatics - Bryan Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10177841	18-CO2 for Pools	Paid by EFT # 53571		07/11/2023	07/11/2023	07/21/2023		07/21/2023	485.79
177 - Indiana Oxygen Company, INC	10164192	18-CO2 for Pools	Paid by EFT # 53571		07/11/2023	07/11/2023	07/21/2023		07/21/2023	259.52
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 2	\$745.31
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KYD-K9YW-D379	18-Aquatic Storage cart, rescue tubes, lanyards	Paid by EFT # 53500		07/11/2023	07/11/2023	07/21/2023		07/21/2023	200.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JCD-DN3G-1YFJ	18-Shelves for BP office, First Aid Gloves	Paid by EFT # 53500		07/11/2023	07/11/2023	07/21/2023		07/21/2023	49.49
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$249.49



Board of Park Commissioners Claim Register

Invoice Date Range 07/08/23 - 07/21/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	1,819.30
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$1,819.30</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0010623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			4,058.11
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	<u>\$4,058.11</u>
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 6	<u>\$6,872.21</u>
Program 182002 - Aquatics - Mills Pool										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JCD-DN3G-1YFJ	18-Shelves for BP office, First Aid Gloves	Paid by EFT # 53500		07/11/2023	07/11/2023	07/21/2023		07/21/2023	161.82
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$161.82</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KYD-K9YW-D379	18-Aquatic Storage cart, rescue tubes, lanyards	Paid by EFT # 53500		07/11/2023	07/11/2023	07/21/2023		07/21/2023	141.45
54255 - Spear Corporation	322745	18-Rope, floats, clamps for divider	Paid by EFT # 53651		07/11/2023	07/11/2023	07/21/2023		07/21/2023	116.91
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$258.36</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	21.89
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$21.89</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0010623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			1,959.58
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	<u>\$1,959.58</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52408489071123	18-Natural Gas Mills- 6/1-7/03/23	Paid by Check # 77204		07/12/2023	07/12/2023	07/12/2023		07/12/2023	484.02
Account 53540 - Natural Gas Totals									Invoice Transactions 1	<u>\$484.02</u>
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 6	<u>\$2,885.67</u>
Program 182500 - Frank Southern Center										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	101.78
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$101.78</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			301.82
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$301.82
Account 53630 - Machinery and Equipment Repairs										
321 - Harrell Fish, INC (HFI)	W92048	18-FSC lobby AC Service-5/31/23	Paid by EFT # 53562		07/11/2023	07/11/2023	07/21/2023		07/21/2023	354.42
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	\$354.42
Account 53990 - Other Services and Charges										
4170 - Comcast Cable Communications, INC	1190548452061 323	18-FSC tv service 6/27-7/26/23	Paid by Check # 77201		07/12/2023	07/12/2023	07/12/2023		07/12/2023	131.18
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$131.18
Program 182500 - Frank Southern Center Totals									Invoice Transactions 4	\$889.20
Program 183500 - Golf Services										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	8612	18-Cascades Golf supplies; bath tissue, hand soap, paper towels	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	115.84
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$115.84
Account 52230 - Garage and Motor Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	163886	18 - Cascades Trimmer line, gloves, string	Paid by Check # 77217		07/11/2023	07/11/2023	07/21/2023		07/21/2023	88.97
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 1	\$88.97
Account 52240 - Fuel and Oil										
14129 - C & S, INC	3065	18 - Fuel for Cascades Golf - 714 gallon	Paid by EFT # 53521		07/11/2023	07/11/2023	07/21/2023		07/21/2023	2,390.36
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$2,390.36
Account 52340 - Other Repairs and Maintenance										
786 - Richard's Small Engine, INC	510610	18 - Cascades Pole Saw Shaft	Paid by EFT # 53637		07/11/2023	07/11/2023	07/21/2023		07/21/2023	117.18
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$117.18
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330 623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	1,493.11
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$1,493.11
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			11,874.68



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			2,851.73
Account 53530 - Water and Sewer Totals										Invoice Transactions 2
										\$14,726.41
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5462551307102 3	18-Natural Gas Golf Course - 06/01- 07/03/23	Paid by Check # 77204		07/12/2023	07/12/2023	07/12/2023		07/12/2023	25.68
Account 53540 - Natural Gas Totals										Invoice Transactions 1
										\$25.68
Account 53730 - Machinery and Equipment Rental										
11611 - Woods Electrical Contractors, INC	2206CASC GOL	18 - Transformer installation at Maintenance-Golf Course	Paid by EFT # 53683		07/11/2023	07/11/2023	07/21/2023		07/21/2023	300.00
Account 53730 - Machinery and Equipment Rental Totals										Invoice Transactions 1
										\$300.00
Account 53990 - Other Services and Charges										
5186 - P&W Golf Supply, LLC	INV114447	18 - Cascades Range Baskets	Paid by EFT # 53621		07/11/2023	07/11/2023	07/21/2023		07/21/2023	255.17
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$255.17
Account 54420 - Purchase of Equipment										
3958 - Kenney Machinery LLC	M01128	18 - Cascades Greens Mower - Toro GR3300 Triflex	Paid by EFT # 53586		07/11/2023	07/11/2023	07/21/2023		07/21/2023	46,921.30
Account 54420 - Purchase of Equipment Totals										Invoice Transactions 1
										\$46,921.30
Program 183500 - Golf Services Totals										Invoice Transactions 11
										\$66,434.02
Program 184000 - Natural Resources										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	743710	18-NR Maintenance Supplies; epoxy, putty knife, putty, brush	Paid by EFT # 53588		07/11/2023	07/11/2023	07/21/2023		07/21/2023	15.54
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 1
										\$15.54
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	0S0302969134	18-water for Griffy- 7/1/23	Paid by EFT # 53515		07/11/2023	07/11/2023	07/21/2023		07/21/2023	4.90
8658 - Kleindorfer's Hardware LLC	743431	18-1 box dust mask for Nat Res	Paid by EFT # 53588		07/11/2023	07/11/2023	07/21/2023		07/21/2023	11.49
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$16.39



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	33.70
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$33.70
Program 184000 - Natural Resources Totals								Invoice Transactions 4		\$65.63
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	363.12
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$363.12
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0010623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			367.14
Account 53530 - Water and Sewer Totals								Invoice Transactions 1		\$367.14
Program 184500 - Youth Services -Juke Box Totals								Invoice Transactions 2		\$730.26
Program 186500 - Community Events										
Account 53910 - Dues and Subscriptions										
5228 - American Society of Composers, Authors & Publisher	5007545502023a	18-Music License Adj-consumer index increase in pricing	Paid by EFT # 53501		07/11/2023	07/11/2023	07/21/2023		07/21/2023	36.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		\$36.00
Account 53990 - Other Services and Charges										
4849 - Bruce Wilds Security, LLC	11055	18 - Security services @ 4th of July Parade 7/4/23	Paid by EFT # 53519		07/11/2023	07/11/2023	07/21/2023		07/21/2023	2,775.00
5025 - Southern Indiana Pipes & Drums	06/28/23	18 - Performance at 4th of July Parade 7/4/23	Paid by EFT # 53649		07/11/2023	07/11/2023	07/21/2023		07/21/2023	300.00
8696 - Alexis Zeigler (Lexi Len)	070623	18- 90 minute performance by Lexi Lynn at Peoples Park	Paid by EFT # 53686		07/11/2023	07/11/2023	07/21/2023		07/21/2023	175.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 3		\$3,250.00
Program 186500 - Community Events Totals								Invoice Transactions 4		\$3,286.00
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	219.91
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$219.91



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			27.68
208 - City Of Bloomington Utilities	14187-001 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			1,519.58
Account 53530 - Water and Sewer Totals								Invoice Transactions 2		<u>\$1,547.26</u>
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions 3		<u>\$1,767.17</u>
Program 187202 - Youth Sports-Winslow										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	744750	18-lockset for score tower at Winslow Sports Complex	Paid by EFT # 53588		07/11/2023	07/11/2023	07/21/2023		07/21/2023	19.99
8658 - Kleindorfer's Hardware LLC	743041	18-materials for batting cage @ Winslow Sports	Paid by EFT # 53588		07/11/2023	07/11/2023	07/21/2023		07/21/2023	12.24
8658 - Kleindorfer's Hardware LLC	744977	18-materials for batting cage @ Winslow Sports	Paid by EFT # 53588		07/11/2023	07/11/2023	07/21/2023		07/21/2023	59.32
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions 3		<u>\$91.55</u>
Account 53510 - Electrical Services										
3560 - First Financial Bank / Credit Cards	UPS-6/6/2023	18- UPS - Shipping Sports Division	Paid by Check # 77211		07/11/2023	07/11/2023	07/21/2023		07/21/2023	242.13
223 - Duke Energy	9300000222330 623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	705.91
Account 53510 - Electrical Services Totals								Invoice Transactions 2		<u>\$948.04</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			4,684.97
Account 53530 - Water and Sewer Totals								Invoice Transactions 1		<u>\$4,684.97</u>
Account 53630 - Machinery and Equipment Repairs										
6262 - Koenig Equipment, INC	P38071	18- Winslow 1550 Mower Repair- Radiator	Paid by EFT # 53589		07/11/2023	07/11/2023	07/21/2023		07/21/2023	299.97
Account 53630 - Machinery and Equipment Repairs Totals								Invoice Transactions 1		<u>\$299.97</u>
Account 53650 - Other Repairs										
6262 - Koenig Equipment, INC	P38071	18- Winslow 1550 Mower Repair- Radiator	Paid by EFT # 53589		07/11/2023	07/11/2023	07/21/2023		07/21/2023	206.14
Account 53650 - Other Repairs Totals								Invoice Transactions 1		<u>\$206.14</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003162637	18-Landfill July 2023 Charges Winslow	Paid by EFT # 53492		07/12/2023	07/12/2023	07/12/2023		07/12/2023	576.74
Account 53950 - Landfill Totals								Invoice Transactions 1		<u>\$576.74</u>
Program 187202 - Youth Sports-Winslow Totals								Invoice Transactions 9		<u>\$6,807.41</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	21.57
Account 53510 - Electrical Services Totals Invoice Transactions 1										\$21.57
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0010623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			3,364.55
Account 53530 - Water and Sewer Totals Invoice Transactions 1										\$3,364.55
Program 187208 - Youth Sports-Olcott Totals Invoice Transactions 2										\$3,386.12
Program 187500 - Banneker										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	080296	18 -Banneker Camp supplies 6/23/23	Paid by Check # 77219		07/11/2023	07/11/2023	07/21/2023		07/21/2023	27.72
4549 - Kroger Limited Partnership I	108033	18- Banneker Camp supplies 6/30/23	Paid by Check # 77219		07/11/2023	07/11/2023	07/21/2023		07/21/2023	45.32
5819 - Synchrony Bank	9649	18- Banneker Camp supplies 6/30/23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	78.24
5819 - Synchrony Bank	3118	18- Banneker Camp supplies 6/23/23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	67.30
Account 52420 - Other Supplies Totals Invoice Transactions 4										\$218.58
Account 53140 - Exterminator Services										
4073 - Terminix International	434295432	18- Green Pest Control - Banneker 6-07-2023	Paid by Check # 77227		07/11/2023	07/11/2023	07/21/2023		07/21/2023	73.04
Account 53140 - Exterminator Services Totals Invoice Transactions 1										\$73.04
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	533.61
Account 53510 - Electrical Services Totals Invoice Transactions 1										\$533.61
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			196.72
Account 53530 - Water and Sewer Totals Invoice Transactions 1										\$196.72
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50745006071023	18-Natural Gas Banneker - 06/01-07/03/23	Paid by Check # 77204		07/12/2023	07/12/2023	07/12/2023		07/12/2023	49.27
Account 53540 - Natural Gas Totals Invoice Transactions 1										\$49.27
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00426136	18 -Banneker quarterly fire alarm monitoring 7/1-9/30/23	Paid by EFT # 53591		07/11/2023	07/11/2023	07/21/2023		07/21/2023	84.41



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53610 - Building Repairs										
7467 - Oracle Elevator Holdco, INC(Abell Elevator)	SIN180289	18- Banneker Elevator Annual Service Agreement - 2023	Paid by EFT # 53620		07/11/2023	07/11/2023	07/21/2023		07/21/2023	1,404.57
Account 53610 - Building Repairs Totals									Invoice Transactions 2	\$1,488.98
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5982	18-Banneker Cleaning Service - June 2023	Paid by EFT # 53542		07/11/2023	07/11/2023	07/21/2023		07/21/2023	310.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$310.00
Program 187500 - Banneker Totals									Invoice Transactions 11	\$2,870.20
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM232187	18-Vending for Ops, UF, Cem's & Landscaping crews	Paid by EFT # 53549		07/11/2023	07/11/2023	07/21/2023		07/21/2023	507.75
9269 - Ferguson Facilities Supply, HP Products #3400	0586639-1	18 -5 Grip & Grab Reach Tool	Paid by EFT # 53551		07/11/2023	07/11/2023	07/21/2023		07/21/2023	91.19
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	\$598.94
Account 52230 - Garage and Motor Supplies										
177 - Indiana Oxygen Company, INC	10179529	18-Compressed oxygen for propane cutting torch	Paid by EFT # 53571		07/11/2023	07/11/2023	07/21/2023		07/21/2023	53.05
177 - Indiana Oxygen Company, INC	10179621	18-regulator for propane cutting torch	Paid by EFT # 53571		07/11/2023	07/11/2023	07/21/2023		07/21/2023	99.94
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 2	\$152.99
Account 52310 - Building Materials and Supplies										
2823 - John Naylor Trucking, LLC	31853	18-39.48 tons #7 stone for Ferguson Dog Park parking lot	Paid by EFT # 53582		07/11/2023	07/11/2023	07/21/2023		07/21/2023	688.93
365 - Rogers Group, INC	0713013118	18-man made trail @Walnut St at SYP	Paid by EFT # 53640		07/11/2023	07/11/2023	07/21/2023		07/21/2023	58.50
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$747.43
Account 52340 - Other Repairs and Maintenance										
4574 - John Deere Financial f.s.b. (Rural King)	147899	18-Blower for shop	Paid by Check # 77217		07/11/2023	07/11/2023	07/21/2023		07/21/2023	154.99
8658 - Kleindorfer's Hardware LLC	742844	18-screws to hang sign @ Lions Den	Paid by EFT # 53588		07/11/2023	07/11/2023	07/21/2023		07/21/2023	4.16
8658 - Kleindorfer's Hardware LLC	743964	18-landscape staples for straw mat	Paid by EFT # 53588		07/11/2023	07/11/2023	07/21/2023		07/21/2023	15.99



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
6262 - Koenig Equipment, INC	P39196	18-starter rope for John Deer pressure washer	Paid by EFT # 53589		07/11/2023	07/11/2023	07/21/2023		07/21/2023	7.60
8232 - Miracle Playgrounds of Indiana LLC	1042	18-(3) In-ground mounting systems for waste receptacles	Paid by EFT # 53607		07/11/2023	07/11/2023	07/21/2023		07/21/2023	255.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	520411	18-rear bearing for mowing crew	Paid by EFT # 53648		07/11/2023	07/11/2023	07/21/2023		07/21/2023	19.18
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 6			<u>\$456.92</u>
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM232187	18-Vending for Ops, UF, Cem's & Landscaping crews	Paid by EFT # 53549		07/11/2023	07/11/2023	07/21/2023		07/21/2023	41.13
8658 - Kleindorfer's Hardware LLC	744749	18-spray paint for graffiti	Paid by EFT # 53588		07/11/2023	07/11/2023	07/21/2023		07/21/2023	74.42
476 - Southern Indiana Parts, INC (Napa Auto Parts)	521377	18-battery for mowing crew Hustler	Paid by EFT # 53648		07/11/2023	07/11/2023	07/21/2023		07/21/2023	106.81
Account 52420 - Other Supplies Totals							Invoice Transactions 3			<u>\$222.36</u>
Account 53110 - Engineering and Architectural										
1352 - Cornerstone Planning & Design INC	23-0017	18-Site plan design serv-Bryan Pk 5-12 Plygrd-5/12-7/1/23	Paid by EFT # 53535		07/11/2023	07/11/2023	07/21/2023		07/21/2023	3,960.00
Account 53110 - Engineering and Architectural Totals							Invoice Transactions 1			<u>\$3,960.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	2,340.69
Account 53510 - Electrical Services Totals							Invoice Transactions 1			<u>\$2,340.69</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			1,541.81
208 - City Of Bloomington Utilities	14187-001 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			3,815.33
208 - City Of Bloomington Utilities	39530-002 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			70.82
Account 53530 - Water and Sewer Totals							Invoice Transactions 3			<u>\$5,427.96</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52409732070623	18-Natural Gas Ops - 05/30/23-06/29/23	Paid by Check # 77204		07/12/2023	07/12/2023	07/12/2023		07/12/2023	20.96
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>\$20.96</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3187697	18-Floor mat services @ Ops Ctr - 6/28/23	Paid by EFT # 53631		07/11/2023	07/11/2023	07/21/2023		07/21/2023	28.26
53657 - Plymate, INC	3187696	18-Floor mat services @ RH/Ops Office - 6/28/23	Paid by EFT # 53631		07/11/2023	07/11/2023	07/21/2023		07/21/2023	25.52
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 2	\$53.78
Account 53950 - Landfill										
2260 - Republic Services, INC	0694- 003162636	18-Landfill June 2023 Charges Ops	Paid by EFT # 53492		07/12/2023	07/12/2023	07/12/2023		07/12/2023	138.50
Account 53950 - Landfill Totals									Invoice Transactions 1	\$138.50
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2926	18-Security Services (B-Line & Parks) - 06/01-06/30/2022	Paid by EFT # 53600		07/11/2023	07/11/2023	07/21/2023		07/21/2023	18,360.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$18,360.00
Program 189000 - Operations Totals									Invoice Transactions 25	\$32,480.53
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I342222	18 -SYP Institutional Supplies - toilet tissue, trash bags	Paid by Check # 77212		07/11/2023	07/11/2023	07/21/2023		07/21/2023	626.80
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$626.80
Account 52310 - Building Materials and Supplies										
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-56596	18- SYP Light Pole Number Signs	Paid by EFT # 53638		07/11/2023	07/11/2023	07/21/2023		07/21/2023	183.72
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$183.72
Account 52340 - Other Repairs and Maintenance										
6889 - Professional Golfcar Corporation	01-27038	18- SYP 2-Seater electric battery replacement and brake hub	Paid by EFT # 53634		07/11/2023	07/11/2023	07/21/2023		07/21/2023	1,852.92
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$1,852.92
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330 623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	2,967.53
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$2,967.53
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			10,809.91
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$10,809.91



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53610 - Building Repairs										
5187 - Green Dragon Lawn Care, INC	3786	18 -SYP Mowing Contract 6/14, 6/21, 6/28/23	Paid by EFT # 53560		07/11/2023	07/11/2023	07/21/2023		07/21/2023	2,970.00
1537 - Indiana Door & Hardware Specialties, INC	9705AA	18- SYP Service Call for front entry door	Paid by Check # 77214		07/11/2023	07/11/2023	07/21/2023		07/21/2023	90.00
Account 53610 - Building Repairs Totals Invoice Transactions 2										\$3,060.00
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003160060	18-SYP 8 Yard Dumpster - June 2023	Paid by EFT # 53492		07/12/2023	07/12/2023	07/12/2023		07/12/2023	304.06
Account 53950 - Landfill Totals Invoice Transactions 1										\$304.06
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2904	18-Security at SYP - 6/1-6/30/23	Paid by EFT # 53600		07/11/2023	07/11/2023	07/21/2023		07/21/2023	6,349.50
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										\$6,349.50
Program 189500 - Landscaping Totals Invoice Transactions 9										\$26,154.44
Account 53130 - Medical										
231 - IU Health OCC Health Services	00146616-00	18-Hep B vaccines - Enos-6/16/23	Paid by EFT # 53580		07/11/2023	07/11/2023	07/21/2023		07/21/2023	130.00
Account 53130 - Medical Totals Invoice Transactions 1										\$130.00
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	6930290259	18- 2023 Invasive Species Conf-Field/Blevins/Scholfield	Paid by Check # 77211		07/11/2023	07/11/2023	07/21/2023		07/21/2023	75.00
Account 53160 - Instruction Totals Invoice Transactions 1										\$75.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0010623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			218.13
208 - City Of Bloomington Utilities	41294-0010623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			178.39
Account 53530 - Water and Sewer Totals Invoice Transactions 2										\$396.52
Program 189500 - Landscaping Totals Invoice Transactions 4										\$601.52
Program 189501 - Cemeteries										
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	112.04
Account 53510 - Electrical Services Totals Invoice Transactions 1										\$112.04



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			402.51
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										\$402.51
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5462824907112 3	18-Natural Gas Rosehill 1 - 06/01-07/03/23	Paid by Check # 77204		07/12/2023	07/12/2023	07/12/2023		07/12/2023	17.98
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5019055707102 3	18-Natural Gas Rosehill 2 - 6/1-7/3/23	Paid by Check # 77204		07/12/2023	07/12/2023	07/12/2023		07/12/2023	19.72
Account 53540 - Natural Gas Totals										Invoice Transactions 2
										\$37.70
Account 53650 - Other Repairs										
32 - Cassidy Electrical Contractors, INC	31235	18-Install of 2nd phase on main panel @ Bryan Prk MB for E-mower	Paid by EFT # 53524		07/11/2023	07/11/2023	07/21/2023		07/21/2023	1,026.20
Account 53650 - Other Repairs Totals										Invoice Transactions 1
										\$1,026.20
Account 53990 - Other Services and Charges										
6979 - Josiah W Miller (Miller Welding, LLC)	INV20919	18-Fabrication/installation of custom fence @ RH Scatter Garden	Paid by EFT # 53605		07/11/2023	07/11/2023	07/21/2023		07/21/2023	12,000.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 189501 - Cemeteries Totals										\$12,000.00
										Invoice Transactions 6
										\$13,578.45
Program 189503 - Urban Forestry										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			313.28
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										\$313.28
Account 53990 - Other Services and Charges										
6614 - J.R. Ellington Tree Experts	0703231	18-UF Hazard Tree Removal - 1407 W 6th St.	Paid by EFT # 53581		07/11/2023	07/11/2023	07/21/2023		07/21/2023	3,500.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 189503 - Urban Forestry Totals										\$3,500.00
Department 18 - Parks & Recreation Totals										Invoice Transactions 2
										\$3,813.28
Fund 200 - Parks and Recreation Gen (\$1301) Totals										Invoice Transactions 113
										\$175,960.27
										Invoice Transactions 113
										\$175,960.27



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 52210 - Institutional Supplies										
6302 - Cardio Partners, INC	INV3207393	18-Automatic External Defibrillators and pads/equipment	Paid by EFT # 53523		07/11/2023	07/11/2023	07/21/2023		07/21/2023	17,801.87
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$17,801.87</u>
Account 53940 - Temporary Contractual Employee										
6110 - Darrelyn Valdez	062723	18 - SYP Fitness 6/27/23	Paid by EFT # 53670		07/11/2023	07/11/2023	07/21/2023		07/21/2023	37.50
8156 - Jennifer Marie Weiss	070323	18 - SYP Fitness 6/26/23; 7/3/23	Paid by EFT # 53678		07/11/2023	07/11/2023	07/21/2023		07/21/2023	75.00
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 2	<u>\$112.50</u>
Program 181001 - Health & Wellness Totals									Invoice Transactions 3	<u>\$17,914.37</u>
Program 181100 - Marketing										
Account 53310 - Printing										
818 - Everywhere Signs, LLC	59782	18-reprint Huerta Garden decal for onsite sign	Paid by EFT # 53548		07/11/2023	07/11/2023	07/21/2023		07/21/2023	45.00
Account 53310 - Printing Totals									Invoice Transactions 1	<u>\$45.00</u>
Account 53990 - Other Services and Charges										
5086 - Frame Station, INC (Framemakers)	1-Q33917	18-custom frame Rogers Family photo for park ribbon cutting	Paid by EFT # 53554		07/11/2023	07/11/2023	07/21/2023		07/21/2023	71.89
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$71.89</u>
Program 181100 - Marketing Totals									Invoice Transactions 2	<u>\$116.89</u>
Program 182001 - Aquatics - Bryan Pool										
Account 53940 - Temporary Contractual Employee										
8761 - MacKenzie Sims	061423	18- Lifeguard Cert Instructor-April thru June 2023	Paid by EFT # 53647		07/11/2023	07/11/2023	07/21/2023		07/21/2023	990.00
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 1	<u>\$990.00</u>
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 1	<u>\$990.00</u>
Program 182006 - Aquatics - Pool Concessions										
Account 52330 - Street, Alley, and Sewer Material										
4099 - Gold Medal Products CO.	177673	18-BP Concessions goods 6-26-23	Paid by EFT # 53558		07/11/2023	07/11/2023	07/21/2023		07/21/2023	3,131.70
8155 - PepsiCo Beverage Sales, LLC	46571759	18-BP Concessions goods - 6-28-23	Paid by EFT # 53627		07/11/2023	07/11/2023	07/21/2023		07/21/2023	1,331.16
8155 - PepsiCo Beverage Sales, LLC	46571758	18-BP Concessions goods - 6-28-23	Paid by EFT # 53627		07/11/2023	07/11/2023	07/21/2023		07/21/2023	932.22
5819 - Synchrony Bank	2439	18-BP Concessions goods - 6-28-23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	812.80



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182006 - Aquatics - Pool Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	7808	18-BP Concessions goods - 6-21-23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	1,232.94
5819 - Synchrony Bank	3804	18-BP Concessions goods - 6-27-23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	47.06
5819 - Synchrony Bank	6586	18-BP Concessions goods - 7-03-23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	121.16
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 7			\$7,609.04
Program 182006 - Aquatics - Pool Concessions Totals							Invoice Transactions 7			\$7,609.04
Program 183500 - Golf Services										
Account 43270 - Registration Fees										
An Pham	2023-00001112	18-Refunds	Paid by Check # 77236		07/11/2023	07/11/2023	07/21/2023		07/21/2023	120.00
Account 43270 - Registration Fees Totals							Invoice Transactions 1			\$120.00
Account 52330 - Street , Alley, and Sewer Material										
38 - B & B Food Distributors, INC	405194	18 -Cascades snack bar - 6-27-23	Paid by EFT # 53507		07/11/2023	07/11/2023	07/21/2023		07/21/2023	1,153.91
8155 - PepsiCo Beverage Sales, LLC	50049201	18 - Cascades Bottled Drinks and BIBs - 6/26/23	Paid by EFT # 53627		07/11/2023	07/11/2023	07/21/2023		07/21/2023	303.88
5819 - Synchrony Bank	9522	18-Snack bar items - Cascades Golf Course 07-03-23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	95.88
5819 - Synchrony Bank	8611 063023	18-Snack bar items - Cascades Golf Course 06-30-23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	105.27
5819 - Synchrony Bank	2176	18-Snack bar items - Cascades Golf Course 06-26-23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	488.96
5819 - Synchrony Bank	7472	18-Snack bar items - Cascades Golf Course 06-23-23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	11.82
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 6			\$2,159.72
Program 183500 - Golf Services Totals							Invoice Transactions 7			\$2,279.72
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	916018447	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 77207		07/11/2023	07/11/2023	07/21/2023		07/21/2023	396.53
4072 - Acushnet Company	916026839	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 77207		07/11/2023	07/11/2023	07/21/2023		07/21/2023	3,412.57
4072 - Acushnet Company	916050059	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 77207		07/11/2023	07/11/2023	07/21/2023		07/21/2023	591.62



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	916061507	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 77207		07/11/2023	07/11/2023	07/21/2023		07/21/2023	71.66
5186 - P&W Golf Supply, LLC	INV114523	18 - Cascades Range Mats	Paid by EFT # 53621		07/11/2023	07/11/2023	07/21/2023		07/21/2023	4,823.11
53619 - Ping, INC	17019563	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 53630		07/11/2023	07/11/2023	07/21/2023		07/21/2023	538.82
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 6			\$9,834.31
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 6			\$9,834.31
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1X1H-YK7V-MQ33	18-Amazon Banana Boat Sunscreen	Paid by EFT # 53500		07/11/2023	07/11/2023	07/21/2023		07/21/2023	187.70
4549 - Kroger Limited Partnership I	006503	18-Kid City Snack and Supplies 7-03-23	Paid by Check # 77219		07/11/2023	07/11/2023	07/21/2023		07/21/2023	40.43
5819 - Synchrony Bank	4031 071023	18-Kid City Snack and Supplies 7-10-23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	67.84
5819 - Synchrony Bank	1975	18-Kid City supplies - snacks 07/03/23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	65.58
5819 - Synchrony Bank	1260	18-Kid City supplies - snacks 6/28/23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	38.02
5819 - Synchrony Bank	000000 GTBTGJ	18-Kid City Supplies Sam's - 8 1/2 X 11 Certificates	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	16.52
Account 52420 - Other Supplies Totals							Invoice Transactions 6			\$416.09
Account 53990 - Other Services and Charges										
4585 - Pizza X, INC	6/28/23 #10	18-Kid City In-Service pizza 6/28/23	Paid by Check # 77222		07/11/2023	07/11/2023	07/21/2023		07/21/2023	109.47
55092 - WonderLab Museum of Science, Health & Technology	062223	18-Kid City Quest Wonderlab Field Trip 6/22/2023	Paid by EFT # 53682		07/11/2023	07/11/2023	07/21/2023		07/21/2023	144.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$253.47
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions 8			\$669.56
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	8614	18 - TLRC Industrial Maintenance Supplies	Paid by EFT # 53563		07/11/2023	07/11/2023	07/21/2023		07/21/2023	251.65
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1			\$251.65
Account 52310 - Building Materials and Supplies										
294 - All-Phase Electric Supply, INC	0740-1016546	18 - TLRC - Flour Lamp, 6in cable tie	Paid by EFT # 53499		07/11/2023	07/11/2023	07/21/2023		07/21/2023	456.89



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	742644	18-1 case gloss spray paint	Paid by EFT # 53588		07/11/2023	07/11/2023	07/21/2023		07/21/2023	43.15
8658 - Kleindorfer's Hardware LLC	743946	18-padlock, cable ties for TLRC	Paid by EFT # 53588		07/11/2023	07/11/2023	07/21/2023		07/21/2023	26.07
8658 - Kleindorfer's Hardware LLC	744679	18-1 box 60W bulbs - TLRC	Paid by EFT # 53588		07/11/2023	07/11/2023	07/21/2023		07/21/2023	17.49
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 4			\$543.60
Account 52420 - Other Supplies										
4448 - Varsity Brands Holding Co., INC (BSN Sports)	921937449	18 - TLRC Basketball Goal Supplies	Paid by EFT # 53672		07/11/2023	07/11/2023	07/21/2023		07/21/2023	896.75
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$896.75
Account 53150 - Communications Contract										
392 - Koorsen Fire & Security, INC	IN00426370	18 - TLRC Alarm Monitoring- 7/1/23-9/30/23	Paid by EFT # 53591		07/11/2023	07/11/2023	07/21/2023		07/21/2023	102.82
Account 53150 - Communications Contract Totals							Invoice Transactions 1			\$102.82
Account 53510 - Electrical Services										
223 - Duke Energy	9300000222330623	18- Electric Charges for FSC - 05/04-06/15/23	Paid by Check # 77203		07/12/2023	07/12/2023	07/12/2023		07/12/2023	40.17
Account 53510 - Electrical Services Totals							Invoice Transactions 1			\$40.17
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-0020623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			831.09
Account 53530 - Water and Sewer Totals							Invoice Transactions 1			\$831.09
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52765623070623	18-Natural Gas Charges TLRC-05/30/23-06/29/23	Paid by Check # 77204		07/12/2023	07/12/2023	07/12/2023		07/12/2023	136.39
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$136.39
Account 53610 - Building Repairs										
298 - Commercial Service Of Bloomington, INC	C67934	18-Quarterly contract July - September 2023	Paid by EFT # 53533		07/11/2023	07/11/2023	07/21/2023		07/21/2023	2,317.19
53657 - Plymate, INC	3189283	18 - TLRC Entry Mats 7-05-23	Paid by EFT # 53631		07/11/2023	07/11/2023	07/21/2023		07/21/2023	81.62
Account 53610 - Building Repairs Totals							Invoice Transactions 2			\$2,398.81
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X230622	18-satellite service for TLRC-06/21-07/20/23	Paid by Check # 77202		07/12/2023	07/12/2023	07/12/2023		07/12/2023	245.98
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			\$245.98
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions 13			\$5,447.26



Board of Park Commissioners Claim Register

Invoice Date Range 07/08/23 - 07/21/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	070623	18-TLRC Fitness Specialist	Paid by EFT # 53510		07/11/2023	07/11/2023	07/21/2023		07/21/2023	218.75
8271 - Morgan Brummett	070523	18-TLRC Fitness Specialist	Paid by EFT # 53520		07/11/2023	07/11/2023	07/21/2023		07/21/2023	62.50
7276 - Kaitlyn Clementi	070623	18-TLRC Fitness Specialist	Paid by EFT # 53532		07/11/2023	07/11/2023	07/21/2023		07/21/2023	90.00
8370 - Alice M Day	062723	18-TLRC Fitness Specialist	Paid by EFT # 53538		07/11/2023	07/11/2023	07/21/2023		07/21/2023	62.50
13007 - Valeria A Decastro	070523	18-TLRC Fitness Specialist	Paid by EFT # 53539		07/11/2023	07/11/2023	07/21/2023		07/21/2023	187.50
5274 - Catherine T Gossett	070523	18-TLRC Fitness Specialist	Paid by EFT # 53559		07/11/2023	07/11/2023	07/21/2023		07/21/2023	125.00
5274 - Catherine T Gossett	070523a	18-TLRC Fitness Specialist	Paid by EFT # 53559		07/11/2023	07/11/2023	07/21/2023		07/21/2023	60.00
8451 - Sarah K Peters	062823	18-TLRC Fitness Specialist	Paid by EFT # 53628		07/11/2023	07/11/2023	07/21/2023		07/21/2023	75.00
1973 - Megan M Stark	070723	18-TLRC Fitness Specialist	Paid by EFT # 53656		07/11/2023	07/11/2023	07/21/2023		07/21/2023	585.00
8184 - Emily E Tally	070723	18-TLRC Fitness Specialist	Paid by EFT # 53659		07/11/2023	07/11/2023	07/21/2023		07/21/2023	125.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	10		<u>\$1,591.25</u>
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions	10		<u>\$1,591.25</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	44419806	18 - TLRC Concessions Items for Sale 7-05-23	Paid by EFT # 53627		07/11/2023	07/11/2023	07/21/2023		07/21/2023	520.56
5819 - Synchrony Bank	7215	18 - TLRC Concessions Items for Sale 7-07-23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	53.96
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	2		<u>\$574.52</u>
Program 185006 - TLRC-Concessions Totals							Invoice Transactions	2		<u>\$574.52</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1W9Y-PXM9-449G	18-Amazon Little Kids Bubbles	Paid by EFT # 53500		07/11/2023	07/11/2023	07/21/2023		07/21/2023	21.84
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14Y1-XC3C-31WN	18-Amazon Sequins/clear contact paper/foil fringe curtain	Paid by EFT # 53500		07/11/2023	07/11/2023	07/21/2023		07/21/2023	100.73
Account 52420 - Other Supplies Totals							Invoice Transactions	2		<u>\$122.57</u>



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Invoice Date Range 07/08/23 - 07/21/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	35860	18- Conference Registration - Higgins	Paid by Check # 77215		07/11/2023	07/11/2023	07/21/2023		07/21/2023	360.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$360.00
Account 53730 - Machinery and Equipment Rental										
6928 - Lavin Rental, LLC (Master Rental)	32023	18 - Rental of inflatable skeeball game - for event on 6/24	Paid by EFT # 53594		07/11/2023	07/11/2023	07/21/2023		07/21/2023	170.12
Account 53730 - Machinery and Equipment Rental Totals									Invoice Transactions 1	\$170.12
Program 186500 - Community Events Totals									Invoice Transactions 4	\$652.69
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
52276 - Hunter's Honey Farm	3180	18-Market Bucks and Gift Certificates	Paid by EFT # 53568		07/11/2023	07/11/2023	07/21/2023		07/21/2023	30.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	3171	18-Market Bucks and Gift Certificates	Paid by EFT # 53583		07/11/2023	07/11/2023	07/21/2023		07/21/2023	20.00
8640 - Moon Valley Farm LLC	3177	18-Market Bucks and Gift Certificates	Paid by EFT # 53609		07/11/2023	07/11/2023	07/21/2023		07/21/2023	10.00
8640 - Moon Valley Farm LLC	3181	18-Market Bucks and Gift Certificates	Paid by EFT # 53609		07/11/2023	07/11/2023	07/21/2023		07/21/2023	10.00
6618 - James Sigman	3174	18-Market Bucks and Gift Certificates	Paid by EFT # 53646		07/11/2023	07/11/2023	07/21/2023		07/21/2023	80.00
2496 - Galen Jay Stoll	3172	18-Market Bucks and Gift Certificates	Paid by Check # 77224		07/11/2023	07/11/2023	07/21/2023		07/21/2023	5.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	3178	18-Gift Certificates	Paid by EFT # 53673		07/11/2023	07/11/2023	07/21/2023		07/21/2023	20.00
3666 - Marie Wagler	3176	18-Market Bucks and Gift Certificates	Paid by EFT # 53674		07/11/2023	07/11/2023	07/21/2023		07/21/2023	50.00
12424 - Daniel L Weber	3175	18-Gift Certificates	Paid by EFT # 53677		07/11/2023	07/11/2023	07/21/2023		07/21/2023	20.00
Account 47230 - Gift Certificate Totals									Invoice Transactions 9	\$245.00
Account 47240 - EBT Market Bucks										
8361 - Blooming Shrooms, LLC	3173	18-Market Bucks	Paid by EFT # 53513		07/11/2023	07/11/2023	07/21/2023		07/21/2023	6.00
52276 - Hunter's Honey Farm	3180	18-Market Bucks and Gift Certificates	Paid by EFT # 53568		07/11/2023	07/11/2023	07/21/2023		07/21/2023	168.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	3171	18-Market Bucks and Gift Certificates	Paid by EFT # 53583		07/11/2023	07/11/2023	07/21/2023		07/21/2023	264.00
8640 - Moon Valley Farm LLC	3177	18-Market Bucks and Gift Certificates	Paid by EFT # 53609		07/11/2023	07/11/2023	07/21/2023		07/21/2023	51.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
8640 - Moon Valley Farm LLC	3181	18-Market Bucks and Gift Certificates	Paid by EFT # 53609		07/11/2023	07/11/2023	07/21/2023		07/21/2023	69.00
12430 - Luke Rhodes	3179	18-Market Bucks	Paid by EFT # 53636		07/11/2023	07/11/2023	07/21/2023		07/21/2023	57.00
6618 - James Sigman	3174	18-Market Bucks and Gift Certificates	Paid by EFT # 53646		07/11/2023	07/11/2023	07/21/2023		07/21/2023	255.00
2496 - Galen Jay Stoll	3172	18-Market Bucks and Gift Certificates	Paid by Check # 77224		07/11/2023	07/11/2023	07/21/2023		07/21/2023	21.00
3666 - Marie Wagler	3176	18-Market Bucks and Gift Certificates	Paid by EFT # 53674		07/11/2023	07/11/2023	07/21/2023		07/21/2023	81.00
Account 47240 - EBT Market Bucks Totals							Invoice Transactions 9			\$972.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-0010623	18-Water Sewer Charges June 2023	Edit		07/19/2023	07/19/2023	07/19/2023			14.56
Account 53530 - Water and Sewer Totals							Invoice Transactions 1			\$14.56
Account 53940 - Temporary Contractual Employee										
3875 - Sandra Salinas-Kobylka	062523	18- Farmers' Market Cleaning Services - June 2023	Paid by EFT # 53643		07/11/2023	07/11/2023	07/21/2023		07/21/2023	325.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 1			\$325.00
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions 20			\$1,556.56
Program 186507 - 4th of July Parade										
Account 53730 - Machinery and Equipment Rental										
6889 - Professional Golfcar Corporation	01-27231	18 - Golfcar rentals - 4th of July Parade	Paid by EFT # 53634		07/11/2023	07/11/2023	07/21/2023		07/21/2023	435.00
Account 53730 - Machinery and Equipment Rental Totals							Invoice Transactions 1			\$435.00
Program 186507 - 4th of July Parade Totals							Invoice Transactions 1			\$435.00
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
17565 - Michael B Hicks (Contractual)	062523	18-Adult Softball Umpire	Paid by EFT # 53564		07/11/2023	07/11/2023	07/21/2023		07/21/2023	300.00
7758 - Timothy R Louis	062123	18-Adult Softball Umpire	Paid by EFT # 53598		07/11/2023	07/11/2023	07/21/2023		07/21/2023	150.00
557 - Vicki Lynn Minder	062523	18-Adult Softball Umpire	Paid by EFT # 53606		07/11/2023	07/11/2023	07/21/2023		07/21/2023	75.00
6526 - Craig T Sparks	062823	18-Adult Softball Umpire	Paid by EFT # 53650		07/11/2023	07/11/2023	07/21/2023		07/21/2023	225.00
6470 - Adriann Nicole Wilson	062523	18-Adult Softball Umpire	Paid by EFT # 53680		07/11/2023	07/11/2023	07/21/2023		07/21/2023	150.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 5			\$900.00
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 5			\$900.00



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Invoice Date Range 07/08/23 - 07/21/23

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 187006 - Adult Sports-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	177785	18 - TLSP Concession Items to Sell - 6-30-23	Paid by EFT # 53558		07/11/2023	07/11/2023	07/21/2023		07/21/2023	1,942.70
8155 - PepsiCo Beverage Sales, LLC	44419807	18 - TLSP Concessions Items for Sale 7-05-23	Paid by EFT # 53627		07/11/2023	07/11/2023	07/21/2023		07/21/2023	748.12
5819 - Synchrony Bank	5708	18 - TLSP Concessions Items for Sale 6-29-23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	546.14
5819 - Synchrony Bank	7216	18 - TLSP Concessions Items for Sale 7-07-23	Paid by Check # 77225		07/11/2023	07/11/2023	07/21/2023		07/21/2023	199.62
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 4			\$3,436.58
Program 187006 - Adult Sports-Concessions Totals							Invoice Transactions 4			\$3,436.58
Program G23007 - 2023 Banneker Nature Day										
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	OS0303037498	18- Vanilla Extract, Half & Half (Banneker Nature Club)	Paid by EFT # 53515		07/11/2023	07/11/2023	07/21/2023		07/21/2023	19.78
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$19.78
Program G23007 - 2023 Banneker Nature Day Totals							Invoice Transactions 1			\$19.78
Department 18 - Parks & Recreation Totals							Invoice Transactions 94			\$54,027.53
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions 94			\$54,027.53
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	201034	18- Duke Power Line Trail Design - May 2023	Paid by EFT # 53506		07/11/2023	07/11/2023	07/21/2023		07/21/2023	6,510.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1			\$6,510.00
Program 18018A - 7th St Green Way, RCA Power Line Totals							Invoice Transactions 1			\$6,510.00
Department 18 - Parks & Recreation Totals							Invoice Transactions 1			\$6,510.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions 1			\$6,510.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 985 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
3663 - WSP USA, INC	1316634	07- 2nd St PBL - 2nd Street Modernization proj LPA-4/7-5/12/23	Paid by EFT # 53684		07/11/2023	07/11/2023	07/21/2023		07/21/2023	38,429.90
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$38,429.90
Program 180000 - Main Totals							Invoice Transactions	1		\$38,429.90
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$38,429.90
Fund 985 - Parks GO Bonds 2022 Totals							Invoice Transactions	1		\$38,429.90
Grand Totals							Invoice Transactions	209		\$274,927.70

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
07/21/23	Claims				\$274,927.70
					<u>\$274,927.70</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 \$274,927.70 7/21/2023

Dated this ____ day of _____ year of 20____.

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

Fiscal Office_____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/28/2023	Payroll				287,679.14
					<u>287,679.14</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 \$ 287,679.14

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 07/22/23 - 08/04/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2634410	18- Pens, notepads, paper, laminating pouches, etc.	Paid by EFT # 53869		07/25/2023	07/25/2023	08/04/2023		08/04/2023	264.14
Account 52110 - Office Supplies Totals Invoice Transactions 1										<u>\$264.14</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	29.24
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	29.24
1079 - AT&T	812349370007-23	18-phone charges 6/20 -7/19/23-#812 349-3700 107 2	Paid by Check # 77246		07/26/2023	07/26/2023	07/26/2023		07/26/2023	2,158.28
Account 53210 - Telephone Totals Invoice Transactions 3										<u>\$2,216.76</u>
Program 181000 - Administration Totals Invoice Transactions 4										<u>\$2,480.90</u>
Program 181100 - Marketing										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HRT-WCMW-HP1N	18- Rectangle Labels	Paid by EFT # 53717		07/25/2023	07/25/2023	08/04/2023		08/04/2023	26.21
2895 - Rapid Reproductions, INC	112059	18-8 mil satin photo paper 42 x 100 - 8 rolls	Paid by EFT # 53884		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,392.00
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>\$1,418.21</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	40.78
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	40.78
Account 53210 - Telephone Totals Invoice Transactions 2										<u>\$81.56</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	112282	18-beer garden and Bryan Park Pool advertising banners	Paid by EFT # 53884		07/25/2023	07/25/2023	08/04/2023		08/04/2023	98.86
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-57492	18-croplast podium sign for Hopewell groundbreaking	Paid by EFT # 53888		07/25/2023	07/25/2023	08/04/2023		08/04/2023	100.00
Account 53310 - Printing Totals									Invoice Transactions 2	\$198.86
Account 53910 - Dues and Subscriptions										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-5972	18-Quarterly web hosting Twin Lakes Rec Center & Switchyard Park	Paid by EFT # 53809		07/25/2023	07/25/2023	08/04/2023		08/04/2023	330.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$330.00
Program 181100 - Marketing Totals									Invoice Transactions 7	\$2,028.63
Program 182001 - Aquatics - Bryan Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	29.24
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	29.24
Account 53210 - Telephone Totals									Invoice Transactions 2	\$58.48
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200902-001 0623	18-Water Sewer Charges June 2023-14 Lab Test	Paid by Check # 77254		07/26/2023	07/26/2023	07/26/2023		07/26/2023	420.00
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$420.00
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 3	\$478.48
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	58.48



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	58.48
Account 53210 - Telephone Totals										Invoice Transactions 2
										\$116.96
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200902-0010623	18-Water Sewer Charges June 2023-14 Lab Test	Paid by Check # 77254		07/26/2023	07/26/2023	07/26/2023		07/26/2023	420.00
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
Program 182002 - Aquatics - Mills Pool Totals										\$420.00
										Invoice Transactions 3
										\$536.96
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO1104313	18 - Cascades Chemical for Tee Boxes and Fairways	Paid by EFT # 53714		07/25/2023	07/25/2023	08/04/2023		08/04/2023	648.00
4046 - Heritage-Crystal Clean, INC	18105066	18 - Cascades Parts Cleaner	Paid by EFT # 53805		07/25/2023	07/25/2023	08/04/2023		08/04/2023	239.62
Account 52220 - Agricultural Supplies Totals										Invoice Transactions 2
										\$887.62
Account 52340 - Other Repairs and Maintenance										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	523675	18-battery leaner, disposable gloves	Paid by EFT # 53906		07/25/2023	07/25/2023	08/04/2023		08/04/2023	30.65
476 - Southern Indiana Parts, INC (Napa Auto Parts)	523672	18 - Cascades Credit Memo - warranty	Paid by EFT # 53906		07/25/2023	07/25/2023	08/04/2023		08/04/2023	(1.43)
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 2
										\$29.22
Account 52420 - Other Supplies										
4142 - Emergency Medical Products, INC	2558458	18 - Cascades AED	Paid by EFT # 53776		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,699.00
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$1,699.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	29.24



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	29.24
Account 53210 - Telephone Totals Invoice Transactions 2										\$58.48
Account 53310 - Printing										
5249 - Golf Associates Advertising Co., INC	291742	18 - Cascades Scorecards	Paid by EFT # 53792		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,213.12
Account 53310 - Printing Totals Invoice Transactions 1										\$1,213.12
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003173101	18-Landfill August 2023 Golf Course Clubhouse	Paid by EFT # 53708		07/26/2023	07/26/2023	07/26/2023		07/26/2023	445.12
Account 53950 - Landfill Totals Invoice Transactions 1										\$445.12
Account 53990 - Other Services and Charges										
54935 - Vermont Systems, INC	VS006561	18 - Cascades RecTrac Yearly Service - golf tee times	Paid by EFT # 53933		07/25/2023	07/25/2023	08/04/2023		08/04/2023	859.96
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										\$859.96
Program 183500 - Golf Services Totals Invoice Transactions 10										\$5,192.52
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
7839 - North American Invasive Species Management Assoc	3432	18- (2) Boot Brush Station Assemblies (no sign)	Paid by EFT # 53866		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,000.00
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 1										\$1,000.00
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	546427	18-14" chain saw chain	Paid by EFT # 53734		07/25/2023	07/25/2023	08/04/2023		08/04/2023	59.97
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 1										\$59.97
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	0S0303040234	18-water for Griffy-7/11/23	Paid by EFT # 53739		07/25/2023	07/25/2023	08/04/2023		08/04/2023	4.90
Account 52420 - Other Supplies Totals Invoice Transactions 1										\$4.90



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	110.80
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	110.80
Account 53210 - Telephone Totals Invoice Transactions 2										\$221.60
Account 53990 - Other Services and Charges										
7292 - Tyler K Ferguson(Caliente Fitness, LLC)	18-2023-06	18- May & June SUP Instruction at Griffy	Paid by Check # 77268		07/25/2023	07/25/2023	08/04/2023		08/04/2023	600.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										\$600.00
Program 184000 - Natural Resources Totals Invoice Transactions 6										\$1,886.47
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	6265	18 - Bottled water	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	21.40
Account 52420 - Other Supplies Totals Invoice Transactions 1										\$21.40
Account 53910 - Dues and Subscriptions										
6089 - Broadcast Music, INC	48932568	18- Music License- 7/1/23-6/30/24	Paid by EFT # 53747		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,008.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1										\$1,008.00
Account 53990 - Other Services and Charges										
8666 - Lennon Beasley	071123	18- 90 minute performance at Peoples Park 7-20-23	Paid by EFT # 53732		07/25/2023	07/25/2023	08/04/2023		08/04/2023	100.00
2897 - Bloomington Community Band, INC	FY 24-001	18 - Performance at 4th of July Parade 7/4/23	Paid by EFT # 53738		07/25/2023	07/25/2023	08/04/2023		08/04/2023	100.00
8367 - Danmore Kusaya	0015	18- 90 minute performance by Dan Kusaya at Peoples Park	Paid by EFT # 53839		07/25/2023	07/25/2023	08/04/2023		08/04/2023	125.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 3										\$325.00
Program 186500 - Community Events Totals Invoice Transactions 5										\$1,354.40



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	545350	18-cable ties, potting soil	Paid by EFT # 53734		07/25/2023	07/25/2023	08/04/2023		08/04/2023	10.96
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$10.96</u>
Program 186502 - Community Events-Gardens Totals									Invoice Transactions 1	<u>\$10.96</u>
Program 187001 - Adult Sports-Softball										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I342466	18- TLSP Trash Bags,Toilet Paper, Urinal Screen,Surface Cleaner	Paid by Check # 77271		07/25/2023	07/25/2023	08/04/2023		08/04/2023	700.00
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$700.00</u>
Account 52230 - Garage and Motor Supplies										
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL29559	18- TLSP Mower Parts-blade kit, clip	Paid by EFT # 53889		07/25/2023	07/25/2023	08/04/2023		08/04/2023	138.16
476 - Southern Indiana Parts, INC (Napa Auto Parts)	521229	18- TLSP Mower Battery	Paid by EFT # 53906		07/25/2023	07/25/2023	08/04/2023		08/04/2023	85.43
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 2	<u>\$223.59</u>
Account 52310 - Building Materials and Supplies										
51857 - Flex-Pac, INC	I342466	18- TLSP Trash Bags,Toilet Paper, Urinal Screen,Surface Cleaner	Paid by Check # 77271		07/25/2023	07/25/2023	08/04/2023		08/04/2023	112.37
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	<u>\$112.37</u>
Account 52340 - Other Repairs and Maintenance										
7722 - Indiana Field Supplies, LLC	2023-591	18- TLSP Temp Fence Poles	Paid by EFT # 53817		07/25/2023	07/25/2023	08/04/2023		08/04/2023	398.00
8658 - Kleindorfer's Hardware LLC	741763	18-9 bags of concrete for TLRC battery cages	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	63.00
8658 - Kleindorfer's Hardware LLC	742072	18-8 bags of concrete for TLRC batting cages	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	72.00
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 3	<u>\$533.00</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003173721	18-Landfill August 2023 TLSP	Paid by EFT # 53708		07/26/2023	07/26/2023	07/26/2023		07/26/2023	97.37
Account 53950 - Landfill Totals									Invoice Transactions 1	<u>\$97.37</u>
Account 53990 - Other Services and Charges										
448 - Donald R Goodwin (Bullseye Utility Locating)	2314	18- TLSP Utility Locating for Batting Cages	Paid by EFT # 53794		07/25/2023	07/25/2023	08/04/2023		08/04/2023	200.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$200.00</u>
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 9	<u>\$1,866.33</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 52220 - Agricultural Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	92530	18- Winslow RM43 Total Veg. Control/Respirator/Bar and Chain Oi	Paid by Check # 77274		07/25/2023	07/25/2023	08/04/2023		08/04/2023	139.99
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	<u>\$139.99</u>
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	744813	18- Winslow - hose reel, screw, key made, surge suppressor, tool	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	113.67
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	<u>\$113.67</u>
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	92530	18- Winslow RM43 Total Veg. Control/Respirator/Bar and Chain Oi	Paid by Check # 77274		07/25/2023	07/25/2023	08/04/2023		08/04/2023	16.98
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$16.98</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	29.24
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	29.24
Account 53210 - Telephone Totals									Invoice Transactions 2	<u>\$58.48</u>
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 5	<u>\$329.12</u>
Program 187208 - Youth Sports-Olcott										
Account 53650 - Other Repairs										
3958 - Kenney Machinery LLC	X38815	18- Olcott/Winslow Irrigation Interface	Paid by EFT # 53834		07/25/2023	07/25/2023	08/04/2023		08/04/2023	2,269.05
Account 53650 - Other Repairs Totals									Invoice Transactions 1	<u>\$2,269.05</u>
Program 187208 - Youth Sports-Olcott Totals									Invoice Transactions 1	<u>\$2,269.05</u>
Program 187500 - Banneker										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	003090	18- Banneker Kitchen Supplies 07/10/23	Paid by Check # 77275		07/25/2023	07/25/2023	08/04/2023		08/04/2023	43.14
4549 - Kroger Limited Partnership I	104993	18- Banneker Camp supplies 7/14/23	Paid by Check # 77275		07/25/2023	07/25/2023	08/04/2023		08/04/2023	24.34



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	079502	18- Banneker Camp supplies 7/20/23	Paid by Check # 77275		07/25/2023	07/25/2023	08/04/2023		08/04/2023	57.30
5819 - Synchrony Bank	3326	18 Banneker Camp supplies 7/10/23	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	69.64
5819 - Synchrony Bank	9257	18-Banneker Camp supplies	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	323.46
5819 - Synchrony Bank	2394	18 Banneker Camp supplies - trash bags, disinfectant	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	59.92
Account 52420 - Other Supplies Totals							Invoice Transactions 6			\$577.80
Program 187500 - Banneker Totals							Invoice Transactions 6			\$577.80
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	23.66
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	23.63
Account 53210 - Telephone Totals							Invoice Transactions 2			\$47.29
Program 188001 - Inclusive Recreation Totals							Invoice Transactions 2			\$47.29
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM232377	18-VENDING: gloves, batteries, eyewear, OFF, bandages, etc	Paid by EFT # 53782		07/25/2023	07/25/2023	08/04/2023		08/04/2023	902.23
9269 - Ferguson Facilities Supply, HP Products #3400	0592335	18-Custodial & PPE supplies; tissue dispenser, toilet tissue,	Paid by EFT # 53783		07/25/2023	07/25/2023	08/04/2023		08/04/2023	894.57
4526 - Momar, INC (Handyman)	PSI509306	18-(3) cs GraffitiX (36) aerosal cans	Paid by EFT # 53856		07/25/2023	07/25/2023	08/04/2023		08/04/2023	863.10
Account 52210 - Institutional Supplies Totals							Invoice Transactions 3			\$2,659.90
Account 52230 - Garage and Motor Supplies										
8658 - Kleindorfer's Hardware LLC	741829	18-WD-40, Tapcon	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	12.79



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52230 - Garage and Motor Supplies										
8658 - Kleindorfer's Hardware LLC	741824	18-kerosene can, turnbuckle	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	32.48
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 2										<u>\$45.27</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	741873	18-pvc pipe, tube, ferrel kit, couplers	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	11.77
8658 - Kleindorfer's Hardware LLC	744487	18-hex socket set for truck #808	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	22.49
365 - Rogers Group, INC	0713013235	18- 1/4-minus for Walnut St SYP Entrance	Paid by EFT # 53891		07/25/2023	07/25/2023	08/04/2023		08/04/2023	58.50
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 3										<u>\$92.76</u>
Account 52340 - Other Repairs and Maintenance										
50594 - Barry Company, INC	059490-01	18-plumbing parts metering valve, vandal resist flow control	Paid by EFT # 53729		07/25/2023	07/25/2023	08/04/2023		08/04/2023	132.30
409 - Black Lumber Co. INC	546402	18-fill valve & flapper kit for Winslow ballfieds toilet	Paid by EFT # 53734		07/25/2023	07/25/2023	08/04/2023		08/04/2023	19.99
8658 - Kleindorfer's Hardware LLC	741501	18-PVC supplies for Shower Fountain	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	47.98
8658 - Kleindorfer's Hardware LLC	742968	18-25' discharge hose	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	40.00
8658 - Kleindorfer's Hardware LLC	741533	18-galv bushing, 90°, nipple and nylon barb	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	27.16
8658 - Kleindorfer's Hardware LLC	741536	18-discharge hose, barb coupler	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	17.29
8658 - Kleindorfer's Hardware LLC	741714	18-liquid fire - 1 gallon	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	33.99
8658 - Kleindorfer's Hardware LLC	744602	18-putty knife, caulk, electrical tape, spackling, liquid fire	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	23.05
8658 - Kleindorfer's Hardware LLC	742935	18-material for signs on B-Line, washers, bolts	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	4.04
8658 - Kleindorfer's Hardware LLC	752594	18-utility knife, spray paint	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	150.41
6262 - Koenig Equipment, INC	P39404	18-oil for all mowers - shop supply	Paid by EFT # 53837		07/25/2023	07/25/2023	08/04/2023		08/04/2023	181.20
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 11										<u>\$677.41</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VT6-6TY7-XG7P	18 - Otterbox and Power Cord	Paid by EFT # 53717		07/25/2023	07/25/2023	08/04/2023		08/04/2023	50.44
313 - Fastenal Company	INBLM232377	18-VENDING: gloves, batteries, eyewear, OFF, bandages, etc	Paid by EFT # 53782		07/25/2023	07/25/2023	08/04/2023		08/04/2023	32.99
4574 - John Deere Financial f.s.b. (Rural King)	173260	18-fuel cans for diesel equipment	Paid by Check # 77274		07/25/2023	07/25/2023	08/04/2023		08/04/2023	45.97
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$129.40
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	203.90
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	203.90
Account 53210 - Telephone Totals									Invoice Transactions 2	\$407.80
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	18604	18-pumping/cleaning of (9) port-a-let units - July 2023	Paid by EFT # 53922		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,120.00
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$1,120.00
Program 189000 - Operations Totals									Invoice Transactions 25	\$5,132.54
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I342634	18 SYP Institutional Supplies - trash bags, air freshener, hand sanitizer	Paid by Check # 77271		07/25/2023	07/25/2023	08/04/2023		08/04/2023	577.44
51857 - Flex-Pac, INC	I341350-01	18 SYP Institutional Supplies - hand sanitizer	Paid by Check # 77271		07/25/2023	07/25/2023	08/04/2023		08/04/2023	96.42
51857 - Flex-Pac, INC	I342634-01	18 SYP Institutional Supplies - trash bags	Paid by Check # 77271		07/25/2023	07/25/2023	08/04/2023		08/04/2023	251.00
51857 - Flex-Pac, INC	I342634-02	18 -SYP Institutional Supplies - air fresheners	Paid by Check # 77271		07/25/2023	07/25/2023	08/04/2023		08/04/2023	44.37
Account 52210 - Institutional Supplies Totals									Invoice Transactions 4	\$969.23



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52220 - Agricultural Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	34240	18 -SYP Sodium Hypochlorite for Spray Pad (20 gallons)	Paid by EFT # 53720		07/25/2023	07/25/2023	08/04/2023		08/04/2023	179.80
19275 - Aqua Pro Pool & Spa Specialists, INC	34297	18- SYP Sodium Hypochlorite for Spray Pad	Paid by EFT # 53720		07/25/2023	07/25/2023	08/04/2023		08/04/2023	107.88
19275 - Aqua Pro Pool & Spa Specialists, INC	34327	18- SYP Sodium Hypochlorite for Spray Pad	Paid by EFT # 53720		07/25/2023	07/25/2023	08/04/2023		08/04/2023	550.99
54255 - Spear Corporation	323085	18- SYP Alkalinity, PH, and Chlorine tests	Paid by EFT # 53910		07/25/2023	07/25/2023	08/04/2023		08/04/2023	401.88
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 4	\$1,240.55
Account 52310 - Building Materials and Supplies										
6641 - Goric Marketing Group USA, INC	INV-90385	18- SYP Accessible Carousel Bearings and Dirt Company	Paid by EFT # 53795		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,514.00
8658 - Kleindorfer's Hardware LLC	741600	18 SYP Parts to repair shelter house bench	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	3.24
8658 - Kleindorfer's Hardware LLC	741619	18- SYP door stop kit for spray pad door	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	8.99
7858 - Park Warehouse	15009063	18- SYP Skate Deterrents (1 pack of 20)	Paid by EFT # 53874		07/25/2023	07/25/2023	08/04/2023		08/04/2023	273.15
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 4	\$1,799.38
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	9.21
Account 53210 - Telephone Totals									Invoice Transactions 1	\$9.21
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200902-0010623	18-Water Sewer Charges June 2023-14 Lab Test	Paid by Check # 77254		07/26/2023	07/26/2023	07/26/2023		07/26/2023	420.00
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$420.00
Account 53610 - Building Repairs										
2123 - Jerico Metal Specialties, LLC	23-1228-1	18- SYP Replace Vandalized Handrail on Stage	Paid by EFT # 53829		07/25/2023	07/25/2023	08/04/2023		08/04/2023	2,500.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$2,500.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3190851	18 -SYP Vestibule Rug Service 07/12/23	Paid by EFT # 53881		07/25/2023	07/25/2023	08/04/2023		08/04/2023	114.33
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	1	\$114.33
Program 189006 - Switchyard Property Totals								Invoice Transactions	16	\$7,052.70
Program 189500 - Landscaping										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM232208	18 - UGS 2 cases XL gloves for VM Team (PPE)	Paid by EFT # 53782		07/25/2023	07/25/2023	08/04/2023		08/04/2023	540.00
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	\$540.00
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	20984	18 - UGS hardwood mulch 6-27-23	Paid by EFT # 53793		07/25/2023	07/25/2023	08/04/2023		08/04/2023	128.00
137 - Good Earth, LLC	21009	18 - UGS hardwood mulch 7-17-23	Paid by EFT # 53793		07/25/2023	07/25/2023	08/04/2023		08/04/2023	96.00
137 - Good Earth, LLC	21010	18 - UGS hardwood mulch 7-17-23	Paid by EFT # 53793		07/25/2023	07/25/2023	08/04/2023		08/04/2023	96.00
137 - Good Earth, LLC	21012	18 - UGS hardwood mulch 7-17-23	Paid by EFT # 53793		07/25/2023	07/25/2023	08/04/2023		08/04/2023	96.00
8658 - Kleindorfer's Hardware LLC	744779	18-wasp spray, carpenter bee spray	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	26.67
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	5	\$442.67
Account 52340 - Other Repairs and Maintenance										
4574 - John Deere Financial f.s.b. (Rural King)	173294	18 - UGS VM hose fittings	Paid by Check # 77274		07/25/2023	07/25/2023	08/04/2023		08/04/2023	23.46
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$23.46
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	743533	18-chuck, adaptor	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	12.48
8658 - Kleindorfer's Hardware LLC	741770	18-2- 2" schedule 40 galv elbows	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	8.18
8658 - Kleindorfer's Hardware LLC	742664	18-white tape	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	15.98
Account 52420 - Other Supplies Totals								Invoice Transactions	3	\$36.64
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	163.12



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	163.12
Account 53210 - Telephone Totals Invoice Transactions 2										\$326.24
Account 53990 - Other Services and Charges										
50335 - Aquatic Control, INC	230007	18 - UGS aquatic vegetation mgmt at Miller-Showers Park; 4 of 6	Paid by EFT # 53721		07/25/2023	07/25/2023	08/04/2023		08/04/2023	721.17
5187 - Green Dragon Lawn Care, INC	3792	18 - UGS Contractual mowing services at 24 locations - June 2023	Paid by EFT # 53797		07/25/2023	07/25/2023	08/04/2023		08/04/2023	10,145.00
5187 - Green Dragon Lawn Care, INC	3793	18 - UGS Contractual mowing services at 12 locations - June 2023	Paid by EFT # 53797		07/25/2023	07/25/2023	08/04/2023		08/04/2023	7,835.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 3										\$18,701.17
Program 189500 - Landscaping Totals Invoice Transactions 15										\$20,070.18
Program 189501 - Cemeteries										
Account 52340 - Other Repairs and Maintenance										
6262 - Koenig Equipment, INC	P39579	18 - CEM battery for Rose Hill gator	Paid by EFT # 53837		07/25/2023	07/25/2023	08/04/2023		08/04/2023	74.57
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 1										\$74.57
Account 52420 - Other Supplies										
786 - Richard's Small Engine, INC	510803	18 - battery-powered string trimmers, blowers, pole saws & acces	Paid by EFT # 53887		07/25/2023	07/25/2023	08/04/2023		08/04/2023	2,573.82
Account 52420 - Other Supplies Totals Invoice Transactions 1										\$2,573.82
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	40.78



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	40.78
Account 53210 - Telephone Totals										Invoice Transactions 2
										<u>\$81.56</u>
Account 53990 - Other Services and Charges										
14312 - Baker Stone Work, INC	ROSEHILL-7.10.23	18-Repairs to brick masonry headstone @ RH Cemetery	Paid by EFT # 53726		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,100.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 189501 - Cemeteries Totals										<u>\$1,100.00</u>
										Invoice Transactions 5
										<u>\$3,829.95</u>
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	59695	18-UF Tree removal placards and stakes	Paid by EFT # 53781		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,130.00
4574 - John Deere Financial f.s.b. (Rural King)	120094	18-rain suit	Paid by Check # 77274		07/25/2023	07/25/2023	08/04/2023		08/04/2023	43.99
4574 - John Deere Financial f.s.b. (Rural King)	120076	18-chainsaw chain, bar & chain oil (2 gallon)	Paid by Check # 77274		07/25/2023	07/25/2023	08/04/2023		08/04/2023	27.97
786 - Richard's Small Engine, INC	510365	18-UF chisel chain, 14" chain sp21G	Paid by EFT # 53887		07/25/2023	07/25/2023	08/04/2023		08/04/2023	47.29
Account 52420 - Other Supplies Totals										Invoice Transactions 4
										<u>\$1,249.25</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	199.28
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	199.28
Account 53210 - Telephone Totals										Invoice Transactions 2
Program 189503 - Urban Forestry Totals										<u>\$398.56</u>
Department 18 - Parks & Recreation Totals										Invoice Transactions 6
Fund 200 - Parks and Recreation Gen (S1301) Totals										<u>\$1,647.81</u>
										Invoice Transactions 129
										<u>\$56,792.09</u>
										Invoice Transactions 129
										<u>\$56,792.09</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53940 - Temporary Contractual Employee										
3357 - Elisa K Pokral	071023	18 - SYP Fitness	Paid by EFT #		07/25/2023	07/25/2023	08/04/2023		08/04/2023	37.50
6110 - Darrelyn Valdez	071123	18 - SYP Fitness 7-11-23	Paid by EFT #		07/25/2023	07/25/2023	08/04/2023		08/04/2023	37.50
8156 - Jennifer Marie Weiss	071723	18 - SYP Fitness 7/17/23	Paid by EFT #		07/25/2023	07/25/2023	08/04/2023		08/04/2023	37.50
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	3		<u>\$112.50</u>
Program 181001 - Health & Wellness Totals							Invoice Transactions	3		<u>\$112.50</u>
Program 181100 - Marketing										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	40679	18-Bloomington Health Foundation window clings #50	Paid by EFT #		07/25/2023	07/25/2023	08/04/2023		08/04/2023	458.00
53125 - Mr. Copy, INC	36614	18-Rogers Family Park ribbon cutting onsite programs	Paid by EFT #		07/25/2023	07/25/2023	08/04/2023		08/04/2023	48.15
Account 53310 - Printing Totals							Invoice Transactions	2		<u>\$506.15</u>
Program 181100 - Marketing Totals							Invoice Transactions	2		<u>\$506.15</u>
Program 182006 - Aquatics - Pool Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	8104 071223	18-BP Concessions goods - 7-12-23	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	203.26
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	1		<u>\$203.26</u>
Program 182006 - Aquatics - Pool Concessions Totals							Invoice Transactions	1		<u>\$203.26</u>
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
38 - B & B Food Distributors, INC	409123	18 - Hotdogs, Hamburgers, straws, cups, mustard, relish	Paid by EFT #		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,215.23
205 - City Of Bloomington	348310	18-Best Beers - Cascades Golf Course 6 -30-23	Paid by Check # 77264		07/25/2023	07/25/2023	08/04/2023		08/04/2023	549.60
8155 - PepsiCo Beverage Sales, LLC	47422304	18 - Cascades Bottled Drinks and BIBs - 7/17/23	Paid by EFT #		07/25/2023	07/25/2023	08/04/2023		08/04/2023	365.14
5819 - Synchrony Bank	0604	18-Snack bar items - Cascades Golf Course 07-12-23	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	377.33
5819 - Synchrony Bank	2519	18-Snack bar items - Cascades Golf Course 07-07-23	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	232.70



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	0388	18-Snack bar items - Cascades Golf Course 07-18-23	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	202.30
5819 - Synchrony Bank	0572	18-Snack bar items - Cascades Golf Course 07-19-23	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	159.22
5819 - Synchrony Bank	1938	18-Snack bar items - Cascades Golf Course	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	279.54
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions 8		\$3,381.06
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	59947	18-Cascades golf course sign package-monument, rules &	Paid by EFT # 53781		07/25/2023	07/25/2023	08/04/2023		08/04/2023	5,200.00
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$5,200.00
Program 183500 - Golf Services Totals								Invoice Transactions 9		\$8,581.06
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	916105610	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 77263		07/25/2023	07/25/2023	08/04/2023		08/04/2023	664.12
4072 - Acushnet Company	916097947	18 - Cascades Credit Memo 7-5-2023-CR Q2 Fitting Events	Paid by Check # 77263		07/25/2023	07/25/2023	08/04/2023		08/04/2023	(568.60)
4072 - Acushnet Company	916124866	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 77263		07/25/2023	07/25/2023	08/04/2023		08/04/2023	306.45
4072 - Acushnet Company	916124867	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 77263		07/25/2023	07/25/2023	08/04/2023		08/04/2023	205.80
4072 - Acushnet Company	916173335	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 77263		07/25/2023	07/25/2023	08/04/2023		08/04/2023	239.08
4072 - Acushnet Company	916184656	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 77263		07/25/2023	07/25/2023	08/04/2023		08/04/2023	157.46
4072 - Acushnet Company	916154173	18-Pro Shop Supplies - Cascades Golf Course-golf balls	Paid by Check # 77263		07/25/2023	07/25/2023	08/04/2023		08/04/2023	5,636.20
4072 - Acushnet Company	916201225	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 77263		07/25/2023	07/25/2023	08/04/2023		08/04/2023	201.90
5186 - P&W Golf Supply, LLC	INV114836	18 - Cascades Tee Towels	Paid by EFT # 53871		07/25/2023	07/25/2023	08/04/2023		08/04/2023	99.98
53619 - Ping, INC	17025313	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 53880		07/25/2023	07/25/2023	08/04/2023		08/04/2023	788.08



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
53619 - Ping, INC	17025328	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 53880		07/25/2023	07/25/2023	08/04/2023		08/04/2023	808.06
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	11	<u>\$8,538.53</u>
Program 183501 - Golf Course - Pro Shop Totals								Invoice Transactions	11	<u>\$8,538.53</u>
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	083373	18-Kid City Snack 7-13-23	Paid by Check # 77275		07/25/2023	07/25/2023	08/04/2023		08/04/2023	51.96
5819 - Synchrony Bank	4392	18-Kid City Snacks 7-13-23	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	56.64
5819 - Synchrony Bank	000000 GTCFIY	18-Kid City - coffee creamer - 7-14-23	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	29.36
5819 - Synchrony Bank	1194	18-Kid City Snacks 7-17-23	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	75.40
5819 - Synchrony Bank	6826 072023	18-Kid City Snacks - 7-20-23	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	158.78
5819 - Synchrony Bank	000000 GTCSUP	18-Kid City Supplies - masking tape	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	19.92
Account 52420 - Other Supplies Totals								Invoice Transactions	6	<u>\$392.06</u>
Program 184501 - Youth Services-Kid City Camps Totals								Invoice Transactions	6	<u>\$392.06</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	8684	18 - TLRC - 4 cases disinfectant wipes	Paid by EFT # 53804		07/25/2023	07/25/2023	08/04/2023		08/04/2023	741.20
7663 - HB Warehouse LLC (Resource Services)	8619	18-TLRC - deodorizer	Paid by EFT # 53804		07/25/2023	07/25/2023	08/04/2023		08/04/2023	4.60
Account 52210 - Institutional Supplies Totals								Invoice Transactions	2	<u>\$745.80</u>
Account 52310 - Building Materials and Supplies										
294 - All-Phase Electric Supply, INC	0740-1016622	18 - TLRC Electrical supplies; 60 fluorescent lamps	Paid by EFT # 53716		07/25/2023	07/25/2023	08/04/2023		08/04/2023	226.20
294 - All-Phase Electric Supply, INC	0740-1016649	18 - TLRC Electrical supplies; 60 fluorescent lamps	Paid by EFT # 53716		07/25/2023	07/25/2023	08/04/2023		08/04/2023	226.20
8658 - Kleindorfer's Hardware LLC	752716	18-foam insulation (6)	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	20.94
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	3	<u>\$473.34</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53610 - Building Repairs										
53657 - Plymate, INC	3192402	18 - TLRC Entry Mats 7 -19-23	Paid by EFT # 53881		07/25/2023	07/25/2023	08/04/2023		08/04/2023	81.62
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$81.62
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X23 0722	18-satellite service for TLRC-07/21-08/20/23	Paid by Check # 77258		07/26/2023	07/26/2023	07/26/2023		07/26/2023	252.23
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$252.23
Account 53950 - Landfill										
2260 - Republic Services, INC	0694- 003174084	18-Landfill August 2023 TLRC	Paid by EFT # 53708		07/26/2023	07/26/2023	07/26/2023		07/26/2023	445.00
Account 53950 - Landfill Totals									Invoice Transactions 1	\$445.00
Program 185000 - Twin Lakes Recreation Center Totals									Invoice Transactions 8	\$1,997.99
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	072023	18-TLRC Fitness Specialist	Paid by EFT # 53727		07/25/2023	07/25/2023	08/04/2023		08/04/2023	250.00
8271 - Morgan Brummett	071923	18-TLRC Fitness Specialist	Paid by EFT # 53748		07/25/2023	07/25/2023	08/04/2023		08/04/2023	125.00
7276 - Kaitlyn Clementi	072123	18-TLRC Fitness Specialist	Paid by EFT # 53760		07/25/2023	07/25/2023	08/04/2023		08/04/2023	270.00
8376 - Neumiro Dasilva	071323	18-TLRC Fitness Specialist	Paid by EFT # 53765		07/25/2023	07/25/2023	08/04/2023		08/04/2023	93.75
8370 - Alice M Day	071823	18-TLRC Fitness Specialist	Paid by EFT # 53766		07/25/2023	07/25/2023	08/04/2023		08/04/2023	156.25
8399 - Gustavus Alexus McLeod	072023	18-TLRC Fitness Specialist	Paid by EFT # 53850		07/25/2023	07/25/2023	08/04/2023		08/04/2023	62.50
8451 - Sarah K Peters	071723	18-TLRC Fitness Specialist	Paid by EFT # 53879		07/25/2023	07/25/2023	08/04/2023		08/04/2023	187.50
1973 - Megan M Stark	072123	18-TLRC Fitness Specialist	Paid by EFT # 53913		07/25/2023	07/25/2023	08/04/2023		08/04/2023	630.00
8184 - Emily E Tally	072123	18-TLRC Fitness Specialist	Paid by EFT # 53917		07/25/2023	07/25/2023	08/04/2023		08/04/2023	187.50
8590 - Christin N Turmail (Soulshine Transformation LLC)	071923	18-TLRC Fitness Specialist	Paid by EFT # 53927		07/25/2023	07/25/2023	08/04/2023		08/04/2023	62.50
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 10	\$2,025.00
Program 185002 - TLRC-Health & Wellness Totals									Invoice Transactions 10	\$2,025.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	1628 071023	18- TLRC BYB- Andrew Frank Summer Basketball Camp Drinks	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	252.84
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$252.84
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	14466	18- TLRC 2023 Andrew Frank Summer Basketball Camp Shirts	Paid by EFT # 53710		07/25/2023	07/25/2023	08/04/2023		08/04/2023	2,454.00
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	14481	18- TLRC 2023 Andrew Frank Summer Basketball Camp Shorts	Paid by EFT # 53710		07/25/2023	07/25/2023	08/04/2023		08/04/2023	2,280.00
Account 52430 - Uniforms and Tools Totals										Invoice Transactions 2
										\$4,734.00
Account 53940 - Temporary Contractual Employee										
3647 - Andrew Frank	071423	18- TLRC 2023 Andrew Frank Summer Basketball Camp Instructor Pay	Paid by EFT # 53786		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,600.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 1
Program 185003 - TLRC-Basketball Totals										\$1,600.00
										Invoice Transactions 4
										\$6,586.84
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	177214	18 - TLRC Concessions Items for Sale 6-05-23	Paid by EFT # 53791		07/25/2023	07/25/2023	08/04/2023		08/04/2023	222.80
5819 - Synchrony Bank	8292	18 - TLRC Concessions Items for Sale 7-14-23	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	128.88
5819 - Synchrony Bank	7908 072523	18 - TLRC Concessions Items for Sale 7-25-23	Paid by Check # 77284		07/25/2023	07/25/2023	08/04/2023		08/04/2023	85.64
Account 52330 - Street , Alley, and Sewer Material Totals										Invoice Transactions 3
Program 185006 - TLRC-Concessions Totals										\$437.32
										Invoice Transactions 3
										\$437.32
Program 186500 - Community Events										
Account 43270 - Registration Fees										
Barb Sturbaum	2023-00001168	18-Refunds	Paid by Check # 77299		07/25/2023	07/25/2023	08/04/2023		08/04/2023	45.00
Account 43270 - Registration Fees Totals										Invoice Transactions 1
										\$45.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1V63-6VV9-D9HC	18-Amazon Crayola Sidewalk Chalk	Paid by EFT # 53717		07/25/2023	07/25/2023	08/04/2023		08/04/2023	25.99
8658 - Kleindorfer's Hardware LLC	741539	18-Primer & Paint Brushes for Teen Art Lab	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	36.48
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$62.47



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	35875	18- IPRA Conference Registration- Bill Ream	Paid by Check # 77273		07/25/2023	07/25/2023	08/04/2023		08/04/2023	175.00
53273 - National Recreation & Park Association (NRPA)	0520237777880804	18- NRPA Conference Registration- Leslie Brinson	Paid by EFT # 53863		07/25/2023	07/25/2023	08/04/2023		08/04/2023	645.00
Account 53160 - Instruction Totals									Invoice Transactions 2	\$820.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-723	06- cell phone chgs 06/12/23-07/11/23-Inv. 287297421132X071923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	70.02
Account 53210 - Telephone Totals									Invoice Transactions 1	\$70.02
Account 53990 - Other Services and Charges										
6297 - Code and Key Escape Rooms, LLC	000132	18 - Revenue split & supplies Escape From Wonderland event	Paid by EFT # 53761		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,158.35
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$1,158.35
Program 186500 - Community Events Totals									Invoice Transactions 7	\$2,155.84
Program 186503 - Community Events-Farmers' Market										
Account 43270 - Registration Fees										
Robert Kemp	2023-00001163	18-Refunds	Paid by Check # 77293		07/25/2023	07/25/2023	08/04/2023		08/04/2023	20.00
Account 43270 - Registration Fees Totals									Invoice Transactions 1	\$20.00
Account 47230 - Gift Certificate										
3960 - Cortland V Carrington (Farmers Market Only)	3191	18-Market Bucks and Gift Certificates	Paid by EFT # 53752		07/25/2023	07/25/2023	08/04/2023		08/04/2023	30.00
8417 - Dallas Conder (Dallas Conder Family Farms)	3201	18-Market Bucks and Gift Certificates	Paid by EFT # 53762		07/25/2023	07/25/2023	08/04/2023		08/04/2023	50.00
18520 - Kevin L Graber	3196	18-Market Bucks and Gift Certificates	Paid by EFT # 53796		07/25/2023	07/25/2023	08/04/2023		08/04/2023	5.00
5200 - Chester L Lehman (Olde Lane Orchard)	3188	18-Market Bucks and Gift Certificates	Paid by EFT # 53843		07/25/2023	07/25/2023	08/04/2023		08/04/2023	25.00
5200 - Chester L Lehman (Olde Lane Orchard)	3198	18-Market Bucks and Gift Certificates	Paid by EFT # 53843		07/25/2023	07/25/2023	08/04/2023		08/04/2023	5.00
4281 - Living Roots, INC	3189	18-Market Bucks and Gift Certificates	Paid by EFT # 53845		07/25/2023	07/25/2023	08/04/2023		08/04/2023	270.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3186	18-Market Bucks and Gift Certificates	Paid by EFT # 53900		07/25/2023	07/25/2023	08/04/2023		08/04/2023	90.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3184	18-Market Bucks and Gift Certificates	Paid by EFT # 53903		07/25/2023	07/25/2023	08/04/2023		08/04/2023	120.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
7197 - The Goat Conspiracy	3183	18-Market Bucks and Gift Certificates	Paid by EFT # 53920		07/25/2023	07/25/2023	08/04/2023		08/04/2023	40.00
12424 - Daniel L Weber	3197	18-Market Bucks and Gift Certificates	Paid by EFT # 53936		07/25/2023	07/25/2023	08/04/2023		08/04/2023	20.00
Account 47230 - Gift Certificate Totals Invoice Transactions 10										\$655.00
Account 47240 - EBT Market Bucks										
8361 - Blooming Shrooms, LLC	3187	18-Market Bucks	Paid by EFT # 53736		07/25/2023	07/25/2023	08/04/2023		08/04/2023	12.00
3960 - Cortland V Carrington (Farmers Market Only)	3191	18-Market Bucks and Gift Certificates	Paid by EFT # 53752		07/25/2023	07/25/2023	08/04/2023		08/04/2023	36.00
8417 - Dallas Conder (Dallas Conder Family Farms)	3201	18-Market Bucks and Gift Certificates	Paid by EFT # 53762		07/25/2023	07/25/2023	08/04/2023		08/04/2023	96.00
18520 - Kevin L Graber	3196	18-Market Bucks and Gift Certificates	Paid by EFT # 53796		07/25/2023	07/25/2023	08/04/2023		08/04/2023	165.00
12527 - Hoosier Honey	3193	18-Market Bucks	Paid by EFT # 53811		07/25/2023	07/25/2023	08/04/2023		08/04/2023	147.00
8154 - Austin Larsen (Farm Over Yonder LLC)	3199	18-Market Bucks	Paid by EFT # 53840		07/25/2023	07/25/2023	08/04/2023		08/04/2023	60.00
5200 - Chester L Lehman (Olde Lane Orchard)	3188	18-Market Bucks and Gift Certificates	Paid by EFT # 53843		07/25/2023	07/25/2023	08/04/2023		08/04/2023	141.00
5200 - Chester L Lehman (Olde Lane Orchard)	3198	18-Market Bucks and Gift Certificates	Paid by EFT # 53843		07/25/2023	07/25/2023	08/04/2023		08/04/2023	120.00
17535 - James W Lewis	3185	18-Market Bucks	Paid by EFT # 53844		07/25/2023	07/25/2023	08/04/2023		08/04/2023	57.00
4281 - Living Roots, INC	3189	18-Market Bucks and Gift Certificates	Paid by EFT # 53845		07/25/2023	07/25/2023	08/04/2023		08/04/2023	588.00
5079 - Louise Miracle (dba Pie First Bakery)	3200	18-Market Bucks	Paid by EFT # 53855		07/25/2023	07/25/2023	08/04/2023		08/04/2023	21.00
8640 - Moon Valley Farm LLC	3192	18-Market Bucks	Paid by EFT # 53859		07/25/2023	07/25/2023	08/04/2023		08/04/2023	102.00
12430 - Luke Rhodes	3195	18-Market Bucks	Paid by EFT # 53886		07/25/2023	07/25/2023	08/04/2023		08/04/2023	123.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3186	18-Market Bucks and Gift Certificates	Paid by EFT # 53900		07/25/2023	07/25/2023	08/04/2023		08/04/2023	81.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3184	18-Market Bucks and Gift Certificates	Paid by EFT # 53903		07/25/2023	07/25/2023	08/04/2023		08/04/2023	312.00
2496 - Galen Jay Stoll	3194	18-Market Bucks	Paid by Check # 77283		07/25/2023	07/25/2023	08/04/2023		08/04/2023	12.00
7197 - The Goat Conspiracy	3183	18-Market Bucks and Gift Certificates	Paid by EFT # 53920		07/25/2023	07/25/2023	08/04/2023		08/04/2023	27.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
12424 - Daniel L Weber	3197	18-Market Bucks and Gift Certificates	Paid by EFT # 53936		07/25/2023	07/25/2023	08/04/2023		08/04/2023	18.00
Account 47240 - EBT Market Bucks Totals Invoice Transactions 18										<u>\$2,118.00</u>
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	545954	18-materials for FM shed-treated lumber	Paid by EFT # 53734		07/25/2023	07/25/2023	08/04/2023		08/04/2023	9.79
409 - Black Lumber Co. INC	545885	18-materials for FM shed-screws, treated lumber	Paid by EFT # 53734		07/25/2023	07/25/2023	08/04/2023		08/04/2023	74.13
8658 - Kleindorfer's Hardware LLC	752649	18 FM Hardware Supplies - sprayer, T handle, Comet, Simple Green	Paid by EFT # 53836		07/25/2023	07/25/2023	08/04/2023		08/04/2023	48.46
Account 52420 - Other Supplies Totals Invoice Transactions 3										<u>\$132.38</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-623	06- cell phone chgs 05/12/23-06/11/23-Inv. 287297421132X061923 I	Paid by Check # 77253		07/26/2023	07/26/2023	07/26/2023		07/26/2023	70.02
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$70.02</u>
Account 53990 - Other Services and Charges										
8760 - Julia Spangler	FM-6.24.2023	18 -FM Entertainment-6/24/23	Paid by EFT # 53908		07/25/2023	07/25/2023	08/04/2023		08/04/2023	100.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>\$100.00</u>
Program 186503 - Community Events-Farmers' Market Totals Invoice Transactions 34										<u>\$3,095.40</u>
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
8382 - Breona Baggett (Moodaxo)	01	18- Opening Performance at SYP for Performing Arts 7-19-23	Paid by EFT # 53725		07/25/2023	07/25/2023	08/04/2023		08/04/2023	150.00
8784 - Kyle Billman	2034	18- 75 Minute Performance at SYP for Performing Art 7-14-23	Paid by EFT # 53733		07/25/2023	07/25/2023	08/04/2023		08/04/2023	650.00
2782 - Joseph A Donnelly, Jr.	2	18- Opening Performance at SYP for Performing Arts - 7-21-23	Paid by EFT # 53768		07/25/2023	07/25/2023	08/04/2023		08/04/2023	200.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
6916 - Dynamic Disc, LTD	July 21, 2023	18- 75 Minute Performance at SYP for Performing Art - 7-21-23	Paid by EFT # 53771		07/25/2023	07/25/2023	08/04/2023		08/04/2023	700.00
7160 - Samuel R Finley	07.16.2023	18- 75 Minute Performance at Bryan Park 7-16-23	Paid by EFT # 53784		07/25/2023	07/25/2023	08/04/2023		08/04/2023	350.00
7021 - Jeffrey R Shew	6	18- 75 Minute Performance at Bryan Park for Performing Arts	Paid by EFT # 53898		07/25/2023	07/25/2023	08/04/2023		08/04/2023	450.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	6		\$2,500.00
Program 186506 - Performing Art Series Totals							Invoice Transactions	6		\$2,500.00
Program 186507 - 4th of July Parade										
Account 53730 - Machinery and Equipment Rental										
4175 - The Stables Events, LLC (Izzy's Rentals)	18546	18 - Portable toilet rental - 4th of July Parade	Paid by EFT # 53922		07/25/2023	07/25/2023	08/04/2023		08/04/2023	345.00
Account 53730 - Machinery and Equipment Rental Totals							Invoice Transactions	1		\$345.00
Program 186507 - 4th of July Parade Totals							Invoice Transactions	1		\$345.00
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
20105 - Brandon B Chambers	071623	18-Adult Softball Umpire	Paid by EFT # 53754		07/25/2023	07/25/2023	08/04/2023		08/04/2023	150.00
17565 - Michael B Hicks (Contractual)	071623	18-Adult Softball Umpire	Paid by EFT # 53806		07/25/2023	07/25/2023	08/04/2023		08/04/2023	150.00
557 - Vicki Lynn Minder	071623	18-Adult Softball Umpire	Paid by EFT # 53854		07/25/2023	07/25/2023	08/04/2023		08/04/2023	150.00
6526 - Craig T Sparks	071623	18-Adult Softball Umpire	Paid by EFT # 53909		07/25/2023	07/25/2023	08/04/2023		08/04/2023	75.00
6470 - Adriann Nicole Wilson	070923	18-Adult Softball Umpire	Paid by EFT # 53939		07/25/2023	07/25/2023	08/04/2023		08/04/2023	150.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	5		\$675.00
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions	5		\$675.00
Program 187002 - Adult Sports-Tennis										
Account 52420 - Other Supplies										
6928 - Lavin Rental, LLC (Master Rental)	27157	18-block for fence repair at Bryan Park Tennis	Paid by EFT # 53841		07/25/2023	07/25/2023	08/04/2023		08/04/2023	290.13
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$290.13
Program 187002 - Adult Sports-Tennis Totals							Invoice Transactions	1		\$290.13



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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										
4099 - Gold Medal Products CO.	177215	18 - TLSP Concession Items to Sell - 6-05-23	Paid by EFT # 53791		07/25/2023	07/25/2023	08/04/2023		08/04/2023	468.60
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	\$468.60
Program 187006 - Adult Sports-Concessions Totals								Invoice Transactions	1	\$468.60
Program 189000 - Operations										
Account 52420 - Other Supplies										
7074 - Highland Products Group, LLC (The Park Catalog)	310031791	18-(1) 8' picnic table for PRE Park shelter house	Paid by EFT # 53807		07/25/2023	07/25/2023	08/04/2023		08/04/2023	1,205.75
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$1,205.75
Program 189000 - Operations Totals								Invoice Transactions	1	\$1,205.75
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
7762 - Advanced Sports Supply LLC	1566-0	18- SYP 14 portable white fencing panels	Paid by EFT # 53713		07/25/2023	07/25/2023	08/04/2023		08/04/2023	4,120.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$4,120.00
Program 189006 - Switchyard Property Totals								Invoice Transactions	1	\$4,120.00
Program G23006 - 2023 Summer Food Service										
Account 53990 - Other Services and Charges										
3614 - Chef For Hire, INC	12248	18- Banneker summer camp meals (1,495)	Paid by EFT # 53756		07/25/2023	07/25/2023	08/04/2023		08/04/2023	5,263.50
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$5,263.50
Program G23006 - 2023 Summer Food Service Totals								Invoice Transactions	1	\$5,263.50
Program G23007 - 2023 Banneker Nature Day										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19D1-JFQV-XQPQ	18-Sports Water Bottles/Outdoor Adventure Stickers	Paid by EFT # 53717		07/25/2023	07/25/2023	08/04/2023		08/04/2023	165.92
52948 - Mays Greenhouse, LLC	34758	18-Small plants for Terrarium Program (Banneker Nature Club)	Paid by EFT # 53849		07/25/2023	07/25/2023	08/04/2023		08/04/2023	26.91
5296 - The Acorn Group, INC	456624A	18-(15) Rite in Rain Spiral Journals (Banneker Nature Club)	Paid by EFT # 53919		07/25/2023	07/25/2023	08/04/2023		08/04/2023	147.76
Account 52420 - Other Supplies Totals								Invoice Transactions	3	\$340.59
Account 53990 - Other Services and Charges										
55092 - WonderLab Museum of Science, Health & Technology	July 2023 BBCC	18-Banneker Nature Club (Two Visits)	Paid by EFT # 53940		07/25/2023	07/25/2023	08/04/2023		08/04/2023	288.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$288.00
Program G23007 - 2023 Banneker Nature Day Totals								Invoice Transactions	4	\$628.59



Board of Park Commissioners Claim Register

Invoice Date Range 07/22/23 - 08/04/23

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 Totals								Invoice Transactions	119	\$50,128.52
Fund 201 - Parks and Rec Non Reverting Totals								Invoice Transactions	119	\$50,128.52
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	2022-1663-10	18-Bicentennial Gateway Project - Phase 1-services thru 6/30/23	Paid by EFT # 53893		07/25/2023	07/25/2023	08/04/2023		08/04/2023	23,645.95
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$23,645.95
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals								Invoice Transactions	1	\$23,645.95
Department 18 - Parks & Recreation Totals								Invoice Transactions	1	\$23,645.95
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals								Invoice Transactions	1	\$23,645.95
Grand Totals								Invoice Transactions	249	\$130,566.56

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
08/04/23	Claims				\$130,566.56
					<u>\$130,566.56</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 \$130,566.56 8/4/2023

Dated this ____ day of _____ year of 20____.

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

Fiscal Office_____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/11/2023	Payroll				262,151.85
					<u>262,151.85</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 262,151.85

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 08/05/23 - 08/18/23

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 181000 - Administration										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	172287416	18- Notary License Michelle Wilson	Paid by Check # 77320		08/08/2023	08/08/2023	08/18/2023		08/18/2023	74.37
3560 - First Financial Bank / Credit Cards	2969375	18- Indiana State Police Limited Criminal History Check	Paid by Check # 77320		08/08/2023	08/08/2023	08/18/2023		08/18/2023	15.70
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	2	\$90.07
Program 181000 - Administration Totals								Invoice Transactions	2	\$90.07
Program 181001 - Health & Wellness										
Account 52210 - Institutional Supplies										
3560 - First Financial Bank / Credit Cards	781395852136	18- Fed Ex Office Shipping AEDs	Paid by Check # 77320		08/08/2023	08/08/2023	08/18/2023		08/18/2023	203.26
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	\$203.26
Program 181001 - Health & Wellness Totals								Invoice Transactions	1	\$203.26
Program 181100 - Marketing										
Account 53220 - Postage										
3560 - First Financial Bank / Credit Cards	0171414-12639380	18- Meta Facebook Promotion - Ads through the end of June	Paid by Check # 77320		08/08/2023	08/08/2023	08/18/2023		08/18/2023	16.09
3560 - First Financial Bank / Credit Cards	8786316-12686501	18- Meta Facebook Promotion 06/28-07/03/23	Paid by Check # 77320		08/08/2023	08/08/2023	08/18/2023		08/18/2023	25.90
Account 53220 - Postage Totals								Invoice Transactions	2	\$41.99
Program 181100 - Marketing Totals								Invoice Transactions	2	\$41.99
Program 182001 - Aquatics - Bryan Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10184417	18-CO2 for Pools	Paid by EFT # 54071		08/08/2023	08/08/2023	08/18/2023		08/18/2023	362.48
177 - Indiana Oxygen Company, INC	10191899	18-CO2 for Pools	Paid by EFT # 54071		08/08/2023	08/08/2023	08/18/2023		08/18/2023	441.69
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	2	\$804.17
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	742208	18-Aquatic facility items; grass shears, trash bags, squeegee,,	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023		08/18/2023	119.30
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	1	\$119.30
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	753251	18-PVC, cap BP lagoon	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023		08/18/2023	14.47
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$14.47



Board of Park Commissioners Claim Register

Invoice Date Range 08/05/23 - 08/18/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53310 - Printing										
818 - Everywhere Signs, LLC	61148	18-Bryan/Mills Pool Health Dept Rules Sign Updated	Paid by EFT # 54047		08/08/2023	08/08/2023	08/18/2023		08/18/2023	300.00
Account 53310 - Printing Totals										Invoice Transactions 1
										<u>\$300.00</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	152688ES	06-City Fac.-Natural Gas Commodity-July 2023 management fee	Edit		08/16/2023	08/16/2023	08/16/2023			464.34
Account 53540 - Natural Gas Totals										Invoice Transactions 1
										<u>\$464.34</u>
Account 53990 - Other Services and Charges										
4635 - Avers Pizza, INC	20230704-12	18-Aquatic staff training food - 07/04/23	Paid by Check # 77312		08/08/2023	08/08/2023	08/18/2023		08/18/2023	112.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 182001 - Aquatics - Bryan Pool Totals										Invoice Transactions 7
										<u>\$112.00</u>
										<u>\$1,814.28</u>
Program 182002 - Aquatics - Mills Pool										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	742680	18- Pools wet signs, battery lights, key tag rings	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023		08/18/2023	167.89
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$167.89</u>
Account 53310 - Printing										
818 - Everywhere Signs, LLC	61148	18-Bryan/Mills Pool Health Dept Rules Sign Updated	Paid by EFT # 54047		08/08/2023	08/08/2023	08/18/2023		08/18/2023	830.00
Account 53310 - Printing Totals										Invoice Transactions 1
										<u>\$830.00</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52408489080723	18-Natural Gas Mills- 7/3-8/01/23	Paid by Check # 77310		08/09/2023	08/09/2023	08/09/2023		08/09/2023	132.86
6769 - EDF, INC (EDF Energy Services)	152688ES	06-City Fac.-Natural Gas Commodity-July 2023 management fee	Edit		08/16/2023	08/16/2023	08/16/2023			527.59
Account 53540 - Natural Gas Totals										Invoice Transactions 2
Program 182002 - Aquatics - Mills Pool Totals										Invoice Transactions 4
										<u>\$660.45</u>
										<u>\$1,658.34</u>



Board of Park Commissioners Claim Register

Invoice Date Range 08/05/23 - 08/18/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	152688ES	06-City Fac.-Natural Gas Commodity-July 2023 management fee	Edit		08/16/2023	08/16/2023	08/16/2023			322.42
									Account 53540 - Natural Gas Totals	Invoice Transactions 1
									Program 182500 - Frank Southern Center Totals	Invoice Transactions 1
										<u>\$322.42</u>
										<u>\$322.42</u>
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO1110491	18 - Cascades Chemicals for Greens	Paid by EFT # 53971		08/08/2023	08/08/2023	08/18/2023	08/18/2023		1,408.00
6262 - Koenig Equipment, INC	P39744	18 - Stihl Backpack Blower	Paid by EFT # 54095		08/08/2023	08/08/2023	08/18/2023	08/18/2023		629.99
									Account 52220 - Agricultural Supplies Totals	Invoice Transactions 2
										<u>\$2,037.99</u>
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	521241	18-Cascades Oil Filter	Paid by EFT # 54166		08/08/2023	08/08/2023	08/18/2023	08/18/2023		3.55
									Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 1
										<u>\$3.55</u>
Account 52340 - Other Repairs and Maintenance										
3958 - Kenney Machinery LLC	X39743	18 - Cascades Tire Rim	Paid by EFT # 54091		08/08/2023	08/08/2023	08/18/2023	08/18/2023		285.50
8658 - Kleindorfer's Hardware LLC	752622	18 - Cascades Chain Saw Chains	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023	08/18/2023		44.00
									Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 2
										<u>\$329.50</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5462551308072 3	18-Natural Gas Golf Course - 07/03-08/01/23	Paid by Check # 77310		08/09/2023	08/09/2023	08/09/2023	08/09/2023		24.20
6769 - EDF, INC (EDF Energy Services)	152688ES	06-City Fac.-Natural Gas Commodity-July 2023 management fee	Edit		08/16/2023	08/16/2023	08/16/2023			10.27
									Account 53540 - Natural Gas Totals	Invoice Transactions 2
										<u>\$34.47</u>
Account 53610 - Building Repairs										
138 - Gooldy & Sons, INC	H 6658	18 - Cascades Ice Machine Repair- 7/13/23	Paid by EFT # 54056		08/08/2023	08/08/2023	08/18/2023	08/18/2023		265.00
									Account 53610 - Building Repairs Totals	Invoice Transactions 1
									Program 183500 - Golf Services Totals	Invoice Transactions 8
										<u>\$265.00</u>
										<u>\$2,670.51</u>



Board of Park Commissioners Claim Register

Invoice Date Range 08/05/23 - 08/18/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
796 - Interstate Battery System of Bloomington, INC	116310	18- SRM 24 Battery (Griffy Boathouse)	Paid by EFT # 54077		08/08/2023	08/08/2023	08/18/2023		08/18/2023	114.00
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$114.00
Account 52310 - Building Materials and Supplies										
818 - Everywhere Signs, LLC	59756	18-(4) Interpretive Signs & (5) Metal Stands for RCA Park	Paid by EFT # 54047		08/08/2023	08/08/2023	08/18/2023		08/18/2023	880.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$880.00
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	547242	18-2 - summer quart bar oil	Paid by EFT # 53993		08/08/2023	08/08/2023	08/18/2023		08/18/2023	11.98
409 - Black Lumber Co. INC	548368	18-14" guide bar	Paid by EFT # 53993		08/08/2023	08/08/2023	08/18/2023		08/18/2023	26.99
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 2	\$38.97
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingfoods)	0S0302973562	18-water for Griffy-7/24/23	Paid by EFT # 53997		08/08/2023	08/08/2023	08/18/2023		08/18/2023	4.90
3560 - First Financial Bank / Credit Cards	694594	18-Walmart supplies glow sticks, boxes, tshirts, clothespins	Paid by Check # 77320		08/08/2023	08/08/2023	08/18/2023		08/18/2023	40.57
5819 - Synchrony Bank	3241	18- Drinking Water & Paper Cups for Griffy Boathouse 7-28-23	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	17.76
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$63.23
Account 53310 - Printing										
818 - Everywhere Signs, LLC	59723	18- (5) RCA Park Interpretive Signs	Paid by EFT # 54047		08/08/2023	08/08/2023	08/18/2023		08/18/2023	1,200.00
818 - Everywhere Signs, LLC	59756	18-(4) Interpretive Signs & (5) Metal Stands for RCA Park	Paid by EFT # 54047		08/08/2023	08/08/2023	08/18/2023		08/18/2023	2,280.00
Account 53310 - Printing Totals									Invoice Transactions 2	\$3,480.00
Account 53910 - Dues and Subscriptions										
204 - State Of Indiana	62123	18- Background Checks Seasonal Staffing 3	Paid by Check # 77336		08/08/2023	08/08/2023	08/18/2023		08/18/2023	14.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$14.00
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	18605	18-Griffy and Wapehani Restroom Service - July 2023	Paid by EFT # 54180		08/08/2023	08/08/2023	08/18/2023		08/18/2023	240.00
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$240.00



Board of Park Commissioners Claim Register

Invoice Date Range 08/05/23 - 08/18/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
50335 - Aquatic Control, INC	231377	18-Aquatic Vegetation Spring Survey (Griffy Lake)	Paid by EFT # 53981		08/08/2023	08/08/2023	08/18/2023		08/18/2023	1,500.00
723 - Neidigh Construction Corporation	2023-06-01	18- Demolition of (3) Structures at 3250 Russell Road (Griffy)	Paid by EFT # 54127		08/08/2023	08/08/2023	08/18/2023		08/18/2023	13,200.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$14,700.00
Program 184000 - Natural Resources Totals							Invoice Transactions 13			\$19,530.20
Program 186500 - Community Events										
Account 43270 - Registration Fees										
Jenn Sexton	2023-00001314	18-Refunds	Paid by Check # 77345		08/08/2023	08/08/2023	08/18/2023		08/18/2023	45.00
Sue Westhues	2023-00001313	18-Refunds	Paid by Check # 77348		08/08/2023	08/08/2023	08/18/2023		08/18/2023	45.00
Account 43270 - Registration Fees Totals							Invoice Transactions 2			\$90.00
Account 53990 - Other Services and Charges										
2782 - Joseph A Donnelly, Jr.	3	18- 90 minute performance at Peoples Park 8-3-23	Paid by EFT # 54032		08/08/2023	08/08/2023	08/18/2023		08/18/2023	200.00
8716 - Steven Plessinger	00001	18- 90 minute perform/Steve Plessinger at Peoples Park 7/27/23	Paid by EFT # 54140		08/08/2023	08/08/2023	08/18/2023		08/18/2023	125.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$325.00
Program 186500 - Community Events Totals							Invoice Transactions 4			\$415.00
Program 187001 - Adult Sports-Softball										
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00441550	18- TLSP 2023 Backflow Inspection	Paid by EFT # 54097		08/08/2023	08/08/2023	08/18/2023		08/18/2023	399.80
5819 - Synchrony Bank	9567	18- TLSP D State Umpire Snacks/Lunch	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	58.48
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$458.28
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 2			\$458.28
Program 187202 - Youth Sports-Winslow										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	752754	18-2 screws	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023		08/18/2023	1.10
8658 - Kleindorfer's Hardware LLC	731253	18-WN Spray	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023		08/18/2023	9.49
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 2			\$10.59



Board of Park Commissioners Claim Register

Invoice Date Range 08/05/23 - 08/18/23

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 187202 - Youth Sports-Winslow										
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	55814	18- Winslow 2023 Pest Spraying in Concessions	Paid by EFT # 54037		08/08/2023	08/08/2023	08/18/2023		08/18/2023	175.00
Account 53140 - Exterminator Services Totals									Invoice Transactions 1	<u>\$175.00</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003177665	18-Landfill August 2023 Winslow	Paid by EFT # 53966		08/09/2023	08/09/2023	08/09/2023		08/09/2023	225.25
Account 53950 - Landfill Totals									Invoice Transactions 1	<u>\$225.25</u>
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 4	<u>\$410.84</u>
Program 187208 - Youth Sports-Olcott										
Account 53650 - Other Repairs										
392 - Koorsen Fire & Security, INC	IN00396279	18- 2023 Olcott Backflow Inspection	Paid by EFT # 54097		08/08/2023	08/08/2023	08/18/2023		08/18/2023	100.90
Account 53650 - Other Repairs Totals									Invoice Transactions 1	<u>\$100.90</u>
Account 53910 - Dues and Subscriptions										
392 - Koorsen Fire & Security, INC	IN00396279	18- 2023 Olcott Backflow Inspection	Paid by EFT # 54097		08/08/2023	08/08/2023	08/18/2023		08/18/2023	122.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	<u>\$122.00</u>
Program 187208 - Youth Sports-Olcott Totals									Invoice Transactions 2	<u>\$222.90</u>
Program 187500 - Banneker										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	7201	18- Banneker Camp supplies 7/20/23	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	302.44
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$302.44</u>
Account 53140 - Exterminator Services										
4073 - Terminix International	432130268	18- Green Pest Control Banneker 4-10-2023	Paid by Check # 77339		08/08/2023	08/08/2023	08/18/2023		08/18/2023	73.04
Account 53140 - Exterminator Services Totals									Invoice Transactions 1	<u>\$73.04</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50745006080723	18-Natural Gas Banneker - 07/03-08/01/23	Paid by Check # 77310		08/09/2023	08/09/2023	08/09/2023		08/09/2023	49.51
6769 - EDF, INC (EDF Energy Services)	152688ES	06-City Fac.-Natural Gas Commodity-July 2023 management fee	Edit		08/16/2023	08/16/2023	08/16/2023			17.80
Account 53540 - Natural Gas Totals									Invoice Transactions 2	<u>\$67.31</u>



Board of Park Commissioners Claim Register

Invoice Date Range 08/05/23 - 08/18/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6042	18- Banneker Cleaning Service - July 2023	Paid by EFT # 54036		08/08/2023	08/08/2023	08/18/2023		08/18/2023	410.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$410.00
Program 187500 - Banneker Totals								Invoice Transactions 5		\$852.79
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0598638	18-gloves, wipes, paper towels, toilet tissue, trash bags, etc.	Paid by EFT # 54049		08/08/2023	08/08/2023	08/18/2023		08/18/2023	359.70
Account 52210 - Institutional Supplies Totals								Invoice Transactions 1		\$359.70
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	523828	18-Lucas red-tacky grs for all mowers	Paid by EFT # 54166		08/08/2023	08/08/2023	08/18/2023		08/18/2023	194.40
476 - Southern Indiana Parts, INC (Napa Auto Parts)	526057	18-steering wheel cover for 843	Paid by EFT # 54166		08/08/2023	08/08/2023	08/18/2023		08/18/2023	9.64
Account 52230 - Garage and Motor Supplies Totals								Invoice Transactions 2		\$204.04
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	546984	18-treated lumber for Bryan Park boardwalk	Paid by EFT # 53993		08/08/2023	08/08/2023	08/18/2023		08/18/2023	26.87
409 - Black Lumber Co. INC	547785	18-materials for curb @ Southeast Park-screws, rebar, lumber	Paid by EFT # 53993		08/08/2023	08/08/2023	08/18/2023		08/18/2023	216.11
8658 - Kleindorfer's Hardware LLC	753087	18-WD-40, 1 box screws	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023		08/18/2023	30.53
8658 - Kleindorfer's Hardware LLC	731299	18-allen wrench to install fitness equip at SE Park	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023		08/18/2023	5.79
365 - Rogers Group, INC	0713013308	18-1/4 minus - SYP Walnut Street entrance	Paid by EFT # 54157		08/08/2023	08/08/2023	08/18/2023		08/18/2023	58.50
365 - Rogers Group, INC	0713013307	18-1/4 minus, 2" landscape gravel - SYP Walnut St entrance	Paid by EFT # 54157		08/08/2023	08/08/2023	08/18/2023		08/18/2023	209.00
365 - Rogers Group, INC	0713013374	18-Topsoil, SYP Walnut St Entrance	Paid by EFT # 54157		08/08/2023	08/08/2023	08/18/2023		08/18/2023	144.00
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions 7		\$690.80
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5808873	18-electrical supplies	Paid by EFT # 53974		08/08/2023	08/08/2023	08/18/2023		08/18/2023	9.60



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290052603	18-front & back tires for 4 Hustlers & 4 front wheels for 2 JD	Paid by EFT # 53992		08/08/2023	08/08/2023	08/18/2023		08/18/2023	1,361.20
409 - Black Lumber Co. INC	547276	18-plunger, 1 gallon liquid fire	Paid by EFT # 53993		08/08/2023	08/08/2023	08/18/2023		08/18/2023	42.98
4574 - John Deere Financial f.s.b. (Rural King)	175280	18-(18) cans striping paint for prkg lots & mineral spirits	Paid by Check # 77326		08/08/2023	08/08/2023	08/18/2023		08/18/2023	150.81
8658 - Kleindorfer's Hardware LLC	752694	18-Parts for mobile podium	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023		08/18/2023	3.49
6262 - Koenig Equipment, INC	P39610	18-v-blet and pulley for John Deer at Olcott	Paid by EFT # 54095		08/08/2023	08/08/2023	08/18/2023		08/18/2023	159.81
6262 - Koenig Equipment, INC	P39611	18-depth gauge for adjusting deck on lawnmowers	Paid by EFT # 54095		08/08/2023	08/08/2023	08/18/2023		08/18/2023	8.75
6262 - Koenig Equipment, INC	P39795	18-Stihl mowing head for mowing crew	Paid by EFT # 54095		08/08/2023	08/08/2023	08/18/2023		08/18/2023	28.99
786 - Richard's Small Engine, INC	515104	18-Replacement parts for groundskeeping equipment	Paid by EFT # 54153		08/08/2023	08/08/2023	08/18/2023		08/18/2023	173.95
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 9										\$1,939.58
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	175871	18-mops, brushes and ratchet straps	Paid by Check # 77326		08/08/2023	08/08/2023	08/18/2023		08/18/2023	61.19
4574 - John Deere Financial f.s.b. (Rural King)	150475	18-anti-fatigue foam mat set for van #826	Paid by Check # 77326		08/08/2023	08/08/2023	08/18/2023		08/18/2023	71.96
133 - Kathleen McConahay (Flags Over Indiana)	FOI007282023	18-(6) 5'x8' American Flags for (3) locations	Paid by EFT # 54089		08/08/2023	08/08/2023	08/18/2023		08/18/2023	414.00
8658 - Kleindorfer's Hardware LLC	752791	18-key made	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023		08/18/2023	3.00
4063 - Recreation inSites, LLC	950	18-Replacement spinner bowl for Sherwood Oaks Plygrd	Paid by EFT # 54148		08/08/2023	08/08/2023	08/18/2023		08/18/2023	446.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-57638	18-(12) 9"x9" decals for dog stations	Paid by EFT # 54154		08/08/2023	08/08/2023	08/18/2023		08/18/2023	139.82
Account 52420 - Other Supplies Totals Invoice Transactions 6										\$1,135.97
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	163-34852	18-(1) Full conference registration for RFT staff (T Street)	Paid by Check # 77324		08/08/2023	08/08/2023	08/18/2023		08/18/2023	360.00
Account 53160 - Instruction Totals Invoice Transactions 1										\$360.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53310 - Printing										
53125 - Mr. Copy, INC	36624	18-(6) 6"x6" 2-sided copies B-Line/SYP light pole listing	Paid by EFT # 54123		08/08/2023	08/08/2023	08/18/2023		08/18/2023	70.20
Account 53310 - Printing Totals										Invoice Transactions 1
										<u>\$70.20</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52409732080323	18-Natural Gas Ops - 06/29/23-07/28/23	Paid by Check # 77310		08/09/2023	08/09/2023	08/09/2023		08/09/2023	20.47
6769 - EDF, INC (EDF Energy Services)	152688ES	06-City Fac.-Natural Gas Commodity-July 2023 management fee	Edit		08/16/2023	08/16/2023	08/16/2023			63.12
Account 53540 - Natural Gas Totals										Invoice Transactions 2
										<u>\$83.59</u>
Account 53650 - Other Repairs										
321 - Harrell Fish, INC (HFI)	W92954	18-Camera of sewer line @ Rose Hill/Ops office	Paid by EFT # 54059		08/08/2023	08/08/2023	08/18/2023		08/18/2023	1,040.00
Account 53650 - Other Repairs Totals										Invoice Transactions 1
										<u>\$1,040.00</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3193985	18-Floor mat services @ Ops Ctr - 7/26/23	Paid by EFT # 54141		08/08/2023	08/08/2023	08/18/2023		08/18/2023	28.26
53657 - Plymate, INC	3193984	18-Floor mat services @ RH/Ops Office - 7/26/2023	Paid by EFT # 54141		08/08/2023	08/08/2023	08/18/2023		08/18/2023	25.52
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 2
										<u>\$53.78</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003177664	18-Landfill July 2023 Adams	Paid by EFT # 53966		08/09/2023	08/09/2023	08/09/2023		08/09/2023	1,307.69
Account 53950 - Landfill Totals										Invoice Transactions 1
										<u>\$1,307.69</u>
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PM0723	18-(15) wks pay for Ops maintenance crew- 4/3-7/16/23	Paid by EFT # 54016		08/08/2023	08/08/2023	08/18/2023		08/18/2023	23,598.27
6330 - Marshall Security LLC	2961	18-Security Services (B-Line & Parks) - 07/01-07/31/2022	Paid by EFT # 54106		08/08/2023	08/08/2023	08/18/2023		08/18/2023	18,972.00
5819 - Synchrony Bank	9288-080223	18-Trail mix & granola bars (1bag ea) for RFT Ribbon Cutting	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	28.46
Account 53990 - Other Services and Charges Totals										Invoice Transactions 3
Program 189000 - Operations Totals										<u>\$42,598.73</u>
										Invoice Transactions 36
										<u>\$49,844.08</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I343858	18-SYP Institutional Supplies - gloves, toilet tissue, trash bag	Paid by Check # 77321		08/08/2023	08/08/2023	08/18/2023		08/18/2023	833.42
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$833.42</u>
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10207597	18-SYP CO2 Tank Rentals 7/1/23 - 7/31/23	Paid by EFT # 54071		08/08/2023	08/08/2023	08/18/2023		08/18/2023	151.90
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	<u>\$151.90</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	752940	18- SYP Graffiti Remover Supplies	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023		08/18/2023	152.67
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	<u>\$152.67</u>
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	152426	18- SYP Gear Box Grease	Paid by Check # 77326		08/08/2023	08/08/2023	08/18/2023		08/18/2023	7.99
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$7.99</u>
Account 53610 - Building Repairs										
5187 - Green Dragon Lawn Care, INC	3800	18-SYP Mowing Contract 7/5, 7/12, 7/19 & 7/26/23	Paid by EFT # 54058		08/08/2023	08/08/2023	08/18/2023		08/18/2023	3,960.00
321 - Harrell Fish, INC (HFI)	C013672	18- SYP Spring PM for Main Stage, Pavilion, Spray Pad	Paid by EFT # 54059		08/08/2023	08/08/2023	08/18/2023		08/18/2023	8,786.00
7479 - Sunset Hill Fence Co LLC	009822	18- SYP Emergency Repairs to Dog Park Fencing, re: storm	Paid by EFT # 54173		08/08/2023	08/08/2023	08/18/2023		08/18/2023	940.00
Account 53610 - Building Repairs Totals									Invoice Transactions 3	<u>\$13,686.00</u>
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRSwitch0723	18-SYP 2023 Centerstone date-date-4/3-7/16/23	Paid by EFT # 54016		08/08/2023	08/08/2023	08/18/2023		08/18/2023	22,737.30
912 - Central Security Systems, INC	522567	18 -SYP Pavilion Commercial Fire Alarm Monitoring 9/1-11/30/23	Paid by EFT # 54019		08/08/2023	08/08/2023	08/18/2023		08/18/2023	147.00
6330 - Marshall Security LLC	2962	18-Security Services SYP - July 2023	Paid by EFT # 54106		08/08/2023	08/08/2023	08/18/2023		08/18/2023	6,324.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 3	<u>\$29,208.30</u>
Program 189006 - Switchyard Property Totals									Invoice Transactions 10	<u>\$44,040.28</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	21027	18 - UGS hardwood mulch 7-24-23	Paid by EFT # 54055		08/08/2023	08/08/2023	08/18/2023		08/18/2023	96.00
137 - Good Earth, LLC	21029	18 - UGS hardwood mulch 7-25-23	Paid by EFT # 54055		08/08/2023	08/08/2023	08/18/2023		08/18/2023	96.00
137 - Good Earth, LLC	21025	18 - UGS hardwood mulch 7-24-23	Paid by EFT # 54055		08/08/2023	08/08/2023	08/18/2023		08/18/2023	96.00
137 - Good Earth, LLC	21049	18 - UGS hardwood mulch 8-01-23	Paid by EFT # 54055		08/08/2023	08/08/2023	08/18/2023		08/18/2023	96.00
137 - Good Earth, LLC	21048	18 - UGS hardwood mulch 7-31-23	Paid by EFT # 54055		08/08/2023	08/08/2023	08/18/2023		08/18/2023	96.00
137 - Good Earth, LLC	21051	18 - UGS hardwood mulch 8-1-23	Paid by EFT # 54055		08/08/2023	08/08/2023	08/18/2023		08/18/2023	96.00
137 - Good Earth, LLC	21053	18 - UGS hardwood mulch 8-1-23	Paid by EFT # 54055		08/08/2023	08/08/2023	08/18/2023		08/18/2023	96.00
137 - Good Earth, LLC	21054	18 - UGS hardwood mulch 8-02-23	Paid by EFT # 54055		08/08/2023	08/08/2023	08/18/2023		08/18/2023	96.00
137 - Good Earth, LLC	21055	18 - UGS hardwood mulch 8-02-23	Paid by EFT # 54055		08/08/2023	08/08/2023	08/18/2023		08/18/2023	96.00
137 - Good Earth, LLC	21057	18 - UGS hardwood mulch 8-02-23	Paid by EFT # 54055		08/08/2023	08/08/2023	08/18/2023		08/18/2023	96.00
4574 - John Deere Financial f.s.b. (Rural King)	175814	18 - UGS 5 gallons terrestrial glyphosate	Paid by Check # 77326		08/08/2023	08/08/2023	08/18/2023		08/18/2023	119.98
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 11	\$1,079.98
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	547574	18 - UGS 1 gallon bar/chain oil for chainsaw	Paid by EFT # 53993		08/08/2023	08/08/2023	08/18/2023		08/18/2023	19.99
4574 - John Deere Financial f.s.b. (Rural King)	177763	18 - UGS hardware for landscaping tool room	Paid by Check # 77326		08/08/2023	08/08/2023	08/18/2023		08/18/2023	60.94
6262 - Koenig Equipment, INC	P39854	18 - UGS (2) Stihl Forestry Helmets fo VM Team	Paid by EFT # 54095		08/08/2023	08/08/2023	08/18/2023		08/18/2023	189.98
6262 - Koenig Equipment, INC	P39972	18 - UGS 3 Stihl backpack sprayers	Paid by EFT # 54095		08/08/2023	08/08/2023	08/18/2023		08/18/2023	356.97
Account 52420 - Other Supplies Totals									Invoice Transactions 4	\$627.88
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003158868	18 - UGS green waste disposal (OPS & SYMB) 6/29/23	Paid by EFT # 53966		08/09/2023	08/09/2023	08/09/2023		08/09/2023	717.53
Account 53950 - Landfill Totals									Invoice Transactions 1	\$717.53



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRlands0723	18 - UGS 199 hours contractual landscaping labor-4/3-7/16/23	Paid by EFT # 54016		08/08/2023	08/08/2023	08/18/2023		08/18/2023	3,041.95
5187 - Green Dragon Lawn Care, INC	3796	18 - UGS Contractual mowing services at 24 locations - July 2023	Paid by EFT # 54058		08/08/2023	08/08/2023	08/18/2023		08/18/2023	11,585.00
5187 - Green Dragon Lawn Care, INC	3797	18 - UGS Contractual mowing services at 12 locations - July 2023	Paid by EFT # 54058		08/08/2023	08/08/2023	08/18/2023		08/18/2023	7,650.00
321 - Harrell Fish, INC (HFI)	W92888	18 - UGS Backflow prevention device testing & decommission	Paid by EFT # 54059		08/08/2023	08/08/2023	08/18/2023		08/18/2023	230.00
321 - Harrell Fish, INC (HFI)	W92959	18 - UGS Backflow prevention device testing & decommission	Paid by EFT # 54059		08/08/2023	08/08/2023	08/18/2023		08/18/2023	1,274.82
Account 53990 - Other Services and Charges Totals								Invoice Transactions	5	\$23,781.77
Program 189500 - Landscaping Totals								Invoice Transactions	21	\$26,207.16
Program 189501 - Cemeteries										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54628249080723	18-Natural Gas Rosehill 1 - 07/03-08/01/23	Paid by Check # 77310		08/09/2023	08/09/2023	08/09/2023		08/09/2023	17.98
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50190557080723	18-Natural Gas Rosehill 2 - 7/3-8/1/23	Paid by Check # 77310		08/09/2023	08/09/2023	08/09/2023		08/09/2023	19.72
6769 - EDF, INC (EDF Energy Services)	152688ES	06-City Fac.-Natural Gas Commodity-July 2023 management fee	Edit		08/16/2023	08/16/2023	08/16/2023			1.03
Account 53540 - Natural Gas Totals								Invoice Transactions	3	\$38.73
Program 189501 - Cemeteries Totals								Invoice Transactions	3	\$38.73
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
293 - J&S Locksmith Shop, INC	248835	18-UF Replacement Chainsaw	Paid by EFT # 54080		08/08/2023	08/08/2023	08/18/2023		08/18/2023	1,059.99
8658 - Kleindorfer's Hardware LLC	734610	18-Padlock and marking spray paint	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023		08/18/2023	20.99
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$1,080.98
Account 53990 - Other Services and Charges										
6614 - J.R. Ellington Tree Experts	071923	18-Removal-3 broken trees/clean up debris-Skylark Ct	Paid by EFT # 54081		08/08/2023	08/08/2023	08/18/2023		08/18/2023	3,500.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$3,500.00
Program 189503 - Urban Forestry Totals								Invoice Transactions	3	\$4,580.98



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation Totals								Invoice Transactions	128	\$153,402.11
Fund 200 - Parks and Recreation Gen (S1301) Totals								Invoice Transactions	128	\$153,402.11
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53940 - Temporary Contractual Employee										
8810 - Madison A Barnhart	071823	18 - SYP Fitness 7/18/23	Paid by EFT # 53989		08/08/2023	08/08/2023	08/18/2023		08/18/2023	37.50
6110 - Darrelyn Valdez	072523	18 - SYP Fitness 7/25/23	Paid by EFT # 54188		08/08/2023	08/08/2023	08/18/2023		08/18/2023	37.50
8156 - Jennifer Marie Weiss	073123	18 - SYP Fitness 7/24/23; 7/31/23	Paid by EFT # 54197		08/08/2023	08/08/2023	08/18/2023		08/18/2023	75.00
7960 - Lauren Wilson (Elae Entertainment Group LLC)	080123	18 - SYP Fitness 8/01/23	Paid by EFT # 54199		08/08/2023	08/08/2023	08/18/2023		08/18/2023	37.50
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	4	\$187.50
Account 53990 - Other Services and Charges										
203 - INDIANA UNIVERSITY	92745391	18 - IU Instructors All Kids Swim-6/5-7/20/23	Paid by Check # 77325		08/08/2023	08/08/2023	08/18/2023		08/18/2023	3,520.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$3,520.00
Program 181001 - Health & Wellness Totals								Invoice Transactions	5	\$3,707.50
Program 182001 - Aquatics - Bryan Pool										
Account 43230 - General Admissions										
Konnor Graber	2023-00001316	18-Refunds	Paid by Check # 77344		08/08/2023	08/08/2023	08/18/2023		08/18/2023	72.00
Account 43230 - General Admissions Totals								Invoice Transactions	1	\$72.00
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions	1	\$72.00
Program 182003 - Aquatics-Health & Safety										
Account 52420 - Other Supplies										
4504 - American National Red Cross	22611108	18 - 8 -CPR Instruction	Paid by EFT # 53977		08/08/2023	08/08/2023	08/18/2023		08/18/2023	288.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$288.00
Program 182003 - Aquatics-Health & Safety Totals								Invoice Transactions	1	\$288.00
Program 182006 - Aquatics - Pool Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	178040	18-BP Concessions goods - 7-17-23	Paid by EFT # 54054		08/08/2023	08/08/2023	08/18/2023		08/18/2023	2,192.25
4099 - Gold Medal Products CO.	178328	18-BP Concessions goods - 7-31-23	Paid by EFT # 54054		08/08/2023	08/08/2023	08/18/2023		08/18/2023	524.40
5819 - Synchrony Bank	7798	18-BP Concessions goods - 7-24-23	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	427.66
5819 - Synchrony Bank	3897	18-BP Concessions goods - 7-21-23	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	135.56



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182006 - Aquatics - Pool Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	1882	18-BP Concessions goods - 7-11-23	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	58.23
5819 - Synchrony Bank	9956 07012023	18-BP Concessions goods - 7-01-23	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	412.82
5819 - Synchrony Bank	001195 GTBYXC	18-BP Concessions goods - water- 7-07-23	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	34.24
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	7		\$3,785.16
Program 182006 - Aquatics - Pool Concessions Totals							Invoice Transactions	7		\$3,785.16
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
205 - City Of Bloomington	100475263	18- Cascades Beer - Monarch	Paid by Check # 77314		08/08/2023	08/08/2023	08/18/2023		08/18/2023	1,563.50
205 - City Of Bloomington	349433	18 - Cascades Beer - Best Beers	Paid by Check # 77313		08/08/2023	08/08/2023	08/18/2023		08/18/2023	898.00
8155 - PepsiCo Beverage Sales, LLC	01069761	18 - Cascades Bottled Drinks and BIBs - 7/26/23	Paid by EFT # 54136		08/08/2023	08/08/2023	08/18/2023		08/18/2023	595.93
8155 - PepsiCo Beverage Sales, LLC	42578255	18 - Cascades Bottled Drinks and BIBs - 7/31/23	Paid by EFT # 54136		08/08/2023	08/08/2023	08/18/2023		08/18/2023	422.92
5819 - Synchrony Bank	2786	18-Snack bar items - Cascades Golf Course 07-25-23	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	136.34
5819 - Synchrony Bank	3387	18-Snack bar items - Cascades Golf Course 07-29-23	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	186.76
5819 - Synchrony Bank	4622	18-Snack bar items - Cascades Golf Course	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	146.20
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	7		\$3,949.65
Program 183500 - Golf Services Totals							Invoice Transactions	7		\$3,949.65
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
53619 - Ping, INC	17069802	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 54139		08/08/2023	08/08/2023	08/18/2023		08/18/2023	173.90
53619 - Ping, INC	17082291	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 54139		08/08/2023	08/08/2023	08/18/2023		08/18/2023	8.53
53619 - Ping, INC	17075235	18-Pro Shop Supplies - Cascades Golf Course	Paid by EFT # 54139		08/08/2023	08/08/2023	08/18/2023		08/18/2023	62.69
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	3		\$245.12
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions	3		\$245.12



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	152688ES	06-City Fac.-Natural Gas Commodity-July 2023 management fee	Edit		08/16/2023	08/16/2023	08/16/2023			6.56
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	\$6.56
								Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	\$6.56
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	055793	18-Kid City Snack 7-26	Paid by Check # 77327		08/08/2023	08/08/2023	08/18/2023		08/18/2023	4.99
5819 - Synchrony Bank	1988	18-Kid City Snacks - 7-26-23	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	77.10
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$82.09
								Program 184501 - Youth Services-Kid City Camps Totals	Invoice Transactions 2	\$82.09
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	9073	18 - TLRC Industrial Maint Supplies; disinfectant bowl cleaner, urinal	Paid by EFT # 54060		08/08/2023	08/08/2023	08/18/2023		08/18/2023	566.38
5819 - Synchrony Bank	5689	18-TLRC industrial supplies; trash bags	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	143.02
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 2	\$709.40
Account 52310 - Building Materials and Supplies										
50594 - Barry Company, INC	070099	18 - TLRC Restroom Plumbing Repair-grid drain, putty	Paid by EFT # 53990		08/08/2023	08/08/2023	08/18/2023		08/18/2023	12.71
409 - Black Lumber Co. INC	546969	18 - TLRC Ceiling Tiles for Weight Room	Paid by EFT # 53993		08/08/2023	08/08/2023	08/18/2023		08/18/2023	35.96
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 2	\$48.67
Account 52420 - Other Supplies										
8073 - Bruce E Smith (Smitty's Upholstery LLC)	080223	18-TLRC - Weight pad repairs	Paid by EFT # 54164		08/08/2023	08/08/2023	08/18/2023		08/18/2023	890.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$890.00
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52765623080323	18-Natural Gas Charges TLRC-06/29/23-07/28/23	Paid by Check # 77310		08/09/2023	08/09/2023	08/09/2023		08/09/2023	113.87
6769 - EDF, INC (EDF Energy Services)	152688ES	06-City Fac.-Natural Gas Commodity-July 2023 management fee	Edit		08/16/2023	08/16/2023	08/16/2023			62.28
								Account 53540 - Natural Gas Totals	Invoice Transactions 2	\$176.15



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53610 - Building Repairs										
53657 - Plymate, INC	3195584	18 - TLRC Entry Mats- 8/2/23	Paid by EFT # 54141		08/08/2023	08/08/2023	08/18/2023		08/18/2023	81.62
Account 53610 - Building Repairs Totals							Invoice Transactions 1		<u>\$81.62</u>	
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions 8		<u>\$1,905.84</u>	
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
8271 - Morgan Brummett	080323	18- TLRC Group Ex Instructor 8/3 & 8/4/23	Paid by EFT # 54007		08/08/2023	08/08/2023	08/18/2023		08/18/2023	52.50
8271 - Morgan Brummett	073123	18- TLRC Group Ex Instructor 7/31/23	Paid by EFT # 54007		08/08/2023	08/08/2023	08/18/2023		08/18/2023	31.25
7276 - Kaitlyn Clementi	072523	18- TLRC Group Ex Instructor Contractual 7/21 & 7/25/23	Paid by EFT # 54023		08/08/2023	08/08/2023	08/18/2023		08/18/2023	75.00
8376 - Neumiro Dasilva	072523	18- TLRC Group Ex Instructor 7/25/23	Paid by EFT # 54027		08/08/2023	08/08/2023	08/18/2023		08/18/2023	31.25
8370 - Alice M Day	080123	18- TLRC Group Ex Instructor 7/25 & 8/1/23	Paid by EFT # 54029		08/08/2023	08/08/2023	08/18/2023		08/18/2023	62.50
5274 - Catherine T Gossett	072723	18- TLRC Group Exercise Instructor 7/27/23	Paid by EFT # 54057		08/08/2023	08/08/2023	08/18/2023		08/18/2023	15.00
5274 - Catherine T Gossett	080223	18- TLRC Group Exercise Instructor 7/24, 7/26 & 8/2/23	Paid by EFT # 54057		08/08/2023	08/08/2023	08/18/2023		08/18/2023	93.75
8399 - Gustavus Alexis McLeod	080123	18- TLRC Group Ex Instructor 7/27 & 8/1/23	Paid by EFT # 54108		08/08/2023	08/08/2023	08/18/2023		08/18/2023	62.50
8451 - Sarah K Peters	073123	18- TLRC Group Ex Instructor 7/24, 7/26, & 7/31/23	Paid by EFT # 54138		08/08/2023	08/08/2023	08/18/2023		08/18/2023	225.00
1973 - Megan M Stark	080423	18-TLRC - Personal Training payment 7/24-8/4/23	Paid by EFT # 54170		08/08/2023	08/08/2023	08/18/2023		08/18/2023	750.00
8581 - Catherine M Storm	080323	18- TLRC Group Ex Instructor 8/1 & 8/3/23	Paid by EFT # 54171		08/08/2023	08/08/2023	08/18/2023		08/18/2023	62.50
8184 - Emily E Tally	080423	18- TLRC Group Ex Instructor 7/25-8/4/23	Paid by EFT # 54175		08/08/2023	08/08/2023	08/18/2023		08/18/2023	187.50



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7960 - Lauren Wilson (Elae Entertainment Group LLC)	080323	18- TLRC Group Ex Instructor 7/24-8/3/23	Paid by EFT # 54199		08/08/2023	08/08/2023	08/18/2023		08/18/2023	125.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	13	<u>\$1,773.75</u>
Program 185002 - TLRC-Health & Wellness Totals								Invoice Transactions	13	<u>\$1,773.75</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	9566	18 - TLRC Concessions Items for Sale 08-04-23	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	56.68
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	<u>\$56.68</u>
Program 185006 - TLRC-Concessions Totals								Invoice Transactions	1	<u>\$56.68</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	694594	18-Walmart supplies glow sticks, boxes, tshirts, clothespins	Paid by Check # 77320		08/08/2023	08/08/2023	08/18/2023		08/18/2023	175.68
5819 - Synchrony Bank	5559	18 - Ziploc bags	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	16.23
Account 52420 - Other Supplies Totals								Invoice Transactions	2	<u>\$191.91</u>
Account 53990 - Other Services and Charges										
7767 - Daniel P Alexander (Beetlegraphix)	00042023	18 - Caricatures @ Adult Field Day - 7/28/23	Paid by EFT # 53972		08/08/2023	08/08/2023	08/18/2023		08/18/2023	300.00
7767 - Daniel P Alexander (Beetlegraphix)	00052023	18 - Caricatures @ Drool in the Pool 8/2 & 8/3/22	Paid by EFT # 53972		08/08/2023	08/08/2023	08/18/2023		08/18/2023	600.00
4598 - Susan Lorimer (Big Bounce Fun House Rentals)	13949353	18 - Rental - Spin Art Machine for Adult Field Day 7/28/23	Paid by EFT # 54101		08/08/2023	08/08/2023	08/18/2023		08/18/2023	225.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	3	<u>\$1,125.00</u>
Program 186500 - Community Events Totals								Invoice Transactions	5	<u>\$1,316.91</u>
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
8643 - Jordan Bohall (Birdie & The Bees Farm)	3214	18-Market Bucks and Gift Certificates	Paid by EFT # 54002		08/08/2023	08/08/2023	08/18/2023		08/18/2023	20.00
52276 - Hunter's Honey Farm	3223	18-Market Bucks and Gift Certificates	Paid by EFT # 54066		08/08/2023	08/08/2023	08/18/2023		08/18/2023	50.00
5200 - Chester L Lehman (Olde Lane Orchard)	3225	18-Market Bucks and Gift Certificates	Paid by EFT # 54100		08/08/2023	08/08/2023	08/18/2023		08/18/2023	60.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
7356 - John A McMahan	3204	18-Market Bucks and Gift Certificates	Paid by EFT # 54109		08/08/2023	08/08/2023	08/18/2023		08/18/2023	70.00
8640 - Moon Valley Farm LLC	3224	18-Market Bucks and Gift Certificates	Paid by EFT # 54118		08/08/2023	08/08/2023	08/18/2023		08/18/2023	30.00
14571 - Melvin E Reeves	3220	18-Market Bucks and Gift Certificates	Paid by EFT # 54150		08/08/2023	08/08/2023	08/18/2023		08/18/2023	65.00
12428 - Perry L Richardson	3226	18-Market Bucks and Gift Certificates	Paid by Check # 77333		08/08/2023	08/08/2023	08/18/2023		08/18/2023	45.00
12428 - Perry L Richardson	3227	18-Market Bucks and Gift Certificates	Paid by Check # 77333		08/08/2023	08/08/2023	08/18/2023		08/18/2023	35.00
18289 - Jami D Scholl (Rezenience LLC)	3210	18-Market Bucks and Gift Certificates	Paid by EFT # 54159		08/08/2023	08/08/2023	08/18/2023		08/18/2023	20.00
6623 - Twilight Dairy, LLC	3205	18-Market Bucks and Gift Certificates	Paid by EFT # 54187		08/08/2023	08/08/2023	08/18/2023		08/18/2023	210.00
12424 - Daniel L Weber	3212	18-Gift Certificates	Paid by EFT # 54196		08/08/2023	08/08/2023	08/18/2023		08/18/2023	40.00
12425 - David W Widner	3215	18-Market Bucks and Gift Certificates	Paid by Check # 77340		08/08/2023	08/08/2023	08/18/2023		08/18/2023	5.00
Account 47230 - Gift Certificate Totals										Invoice Transactions 12
										\$650.00
Account 47240 - EBT Market Bucks										
8361 - Blooming Shrooms, LLC	3206	18-Market Bucks	Paid by EFT # 53994		08/08/2023	08/08/2023	08/18/2023		08/18/2023	12.00
8643 - Jordan Bohall (Birdie & The Bees Farm)	3214	18-Market Bucks and Gift Certificates	Paid by EFT # 54002		08/08/2023	08/08/2023	08/18/2023		08/18/2023	33.00
3960 - Cortland V Carrington (Farmers Market Only)	3222	18-Market Bucks	Paid by EFT # 54012		08/08/2023	08/08/2023	08/18/2023		08/18/2023	51.00
52276 - Hunter's Honey Farm	3223	18-Market Bucks and Gift Certificates	Paid by EFT # 54066		08/08/2023	08/08/2023	08/18/2023		08/18/2023	153.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	3219	18-Market Bucks	Paid by EFT # 54085		08/08/2023	08/08/2023	08/18/2023		08/18/2023	102.00
5200 - Chester L Lehman (Olde Lane Orchard)	3225	18-Market Bucks and Gift Certificates	Paid by EFT # 54100		08/08/2023	08/08/2023	08/18/2023		08/18/2023	108.00
7356 - John A McMahan	3204	18-Market Bucks and Gift Certificates	Paid by EFT # 54109		08/08/2023	08/08/2023	08/18/2023		08/18/2023	69.00
8640 - Moon Valley Farm LLC	3224	18-Market Bucks and Gift Certificates	Paid by EFT # 54118		08/08/2023	08/08/2023	08/18/2023		08/18/2023	69.00
8131 - Oluwanifemi Josephone Ologunorisa (Homemade by Nife LLC)	3216	18-Market Bucks	Paid by EFT # 54133		08/08/2023	08/08/2023	08/18/2023		08/18/2023	21.00
14571 - Melvin E Reeves	3220	18-Market Bucks and Gift Certificates	Paid by EFT # 54150		08/08/2023	08/08/2023	08/18/2023		08/18/2023	60.00
12430 - Luke Rhodes	3208	18-Market Bucks	Paid by EFT # 54152		08/08/2023	08/08/2023	08/18/2023		08/18/2023	87.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
12428 - Perry L Richardson	3226	18-Market Bucks and Gift Certificates	Paid by Check # 77333		08/08/2023	08/08/2023	08/18/2023		08/18/2023	24.00
12428 - Perry L Richardson	3227	18-Market Bucks and Gift Certificates	Paid by Check # 77333		08/08/2023	08/08/2023	08/18/2023		08/18/2023	45.00
12422 - Kip Schlegel	3221	18-Market Bucks	Paid by EFT # 54158		08/08/2023	08/08/2023	08/18/2023		08/18/2023	102.00
18289 - Jami D Scholl (Rezenience LLC)	3210	18-Market Bucks and Gift Certificates	Paid by EFT # 54159		08/08/2023	08/08/2023	08/18/2023		08/18/2023	39.00
18289 - Jami D Scholl (Rezenience LLC)	3228	18-Market Bucks	Paid by EFT # 54159		08/08/2023	08/08/2023	08/18/2023		08/18/2023	27.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3217	18-Market Bucks	Paid by EFT # 54162		08/08/2023	08/08/2023	08/18/2023		08/18/2023	156.00
8641 - Mark A Tirey (T7 Ranch, LLC)	3209	18-Market Bucks	Paid by EFT # 54182		08/08/2023	08/08/2023	08/18/2023		08/18/2023	72.00
6623 - Twilight Dairy, LLC	3205	18-Market Bucks and Gift Certificates	Paid by EFT # 54187		08/08/2023	08/08/2023	08/18/2023		08/18/2023	201.00
3666 - Marie Wagler	3207	18-Market Bucks	Paid by EFT # 54193		08/08/2023	08/08/2023	08/18/2023		08/18/2023	168.00
12425 - David W Widner	3215	18-Market Bucks and Gift Certificates	Paid by Check # 77340		08/08/2023	08/08/2023	08/18/2023		08/18/2023	57.00
Account 47240 - EBT Market Bucks Totals									Invoice Transactions 21	\$1,656.00
Account 53990 - Other Services and Charges										
8382 - Breona Baggett (Moodaxo)	02	18- FM Entertainment - Moodaxo-July 29, 2023	Paid by EFT # 53987		08/08/2023	08/08/2023	08/18/2023		08/18/2023	100.00
5153 - Ross E Eiler	0041697	18- FM Entertainment - August 5, 2023	Paid by EFT # 54039		08/08/2023	08/08/2023	08/18/2023		08/18/2023	100.00
8815 - Raymond G Major	0165	18- FM Entertainment - 7/22/23	Paid by EFT # 54104		08/08/2023	08/08/2023	08/18/2023		08/18/2023	100.00
6330 - Marshall Security LLC	2963	18- July 2023 Security Service- Farmers Market	Paid by EFT # 54106		08/08/2023	08/08/2023	08/18/2023		08/18/2023	295.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 4	\$595.00
Program 186503 - Community Events-Farmers' Market Totals									Invoice Transactions 37	\$2,901.00
Program 186506 - Performing Art Series										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	752809	18- snap rings for snaps for stage banner at Switchyard Park	Paid by EFT # 54093		08/08/2023	08/08/2023	08/18/2023		08/18/2023	40.54
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$40.54



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
8700 - Mark Gravely (The Top Hat Blues Revue)	073023	18- Perform by Top Hat Blues Revue at Bryan Park 7/30/23	Paid by Check # 77323		08/08/2023	08/08/2023	08/18/2023		08/18/2023	400.00
6330 - Marshall Security LLC	2966	18- Officers for SYP Concert 7/21/23-set rate	Paid by EFT # 54106		08/08/2023	08/08/2023	08/18/2023		08/18/2023	300.00
8694 - Seagers Rodrigues (Straight up Chumps)	0000001	18- 75 Minute Perform at Bryan Park for Performing Arts 7-30-23	Paid by EFT # 54156		08/08/2023	08/08/2023	08/18/2023		08/18/2023	500.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$1,200.00
Program 186506 - Performing Art Series Totals							Invoice Transactions	4		\$1,240.54
Program 186507 - 4th of July Parade										
Account 53730 - Machinery and Equipment Rental										
336 - Southside Rental Center, INC	23881	18 - Tent, stage, chairs, tables, rental for 4th of July Parade	Paid by Check # 77334		08/08/2023	08/08/2023	08/18/2023		08/18/2023	1,733.17
Account 53730 - Machinery and Equipment Rental Totals							Invoice Transactions	1		\$1,733.17
Program 186507 - 4th of July Parade Totals							Invoice Transactions	1		\$1,733.17
Program 187001 - Adult Sports-Softball										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62123	18- Background Checks Seasonal Staffing 3	Paid by Check # 77336		08/08/2023	08/08/2023	08/18/2023		08/18/2023	7.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$7.00
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions	1		\$7.00
Program 187503 - Banneker-Classes										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	7636146	18- CC July Ryzer Shiflet Scholarship	Paid by Check # 77320		08/08/2023	08/08/2023	08/18/2023		08/18/2023	250.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$250.00
Program 187503 - Banneker-Classes Totals							Invoice Transactions	1		\$250.00
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
19741 - Mader Design, LLC	1724	18-Design services for Rogers Family Park project	Paid by EFT # 54103		08/08/2023	08/08/2023	08/18/2023		08/18/2023	200.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$200.00
Program 189000 - Operations Totals							Invoice Transactions	1		\$200.00



Board of Park Commissioners Claim Register

Invoice Date Range 08/05/23 - 08/18/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	0798	18-SYP Vacuum to replace broken one at Pavilion 8/1/23	Paid by Check # 77337		08/08/2023	08/08/2023	08/18/2023		08/18/2023	179.98
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$179.98
Program 189006 - Switchyard Property Totals							Invoice Transactions	1		\$179.98
Department 18 - Parks & Recreation Totals							Invoice Transactions	100		\$23,700.95
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions	100		\$23,700.95
Fund 985 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
3663 - WSP USA, INC	1326356	07-2nd St PBL-2nd St Modernization proj- 5/13-6/30/23	Paid by EFT # 54202		08/08/2023	08/08/2023	08/18/2023		08/18/2023	38,467.04
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$38,467.04
Program 180000 - Main Totals							Invoice Transactions	1		\$38,467.04
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$38,467.04
Fund 985 - Parks GO Bonds 2022 Totals							Invoice Transactions	1		\$38,467.04
Grand Totals							Invoice Transactions	229		\$215,570.10

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
08/18/23	Claims				\$215,570.10
					<u>\$215,570.10</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 \$215,570.10 8/18/2023

Dated this ____ day of _____ year of 20____.

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

Fiscal Office_____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00012576	BA	GL	08/15/2023	Budget Amendment -Ops NR Cell Tower				
G/L Date	G/L Account Number	Account Description		Description		Source		Increase Amount	Decrease Amount
08/15/2023	201-18-189001-53990	Other Services and Charges		Budget Amendment -Ops NR Cell Tower				1,800.00	.00
Number of Entries: 1								<u>1,800.00</u>	<u>.00</u>



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
Parks - Parks & Recreation	2023-00012575	BA	GL	08/15/2023	Budget Amendment - UF 242 Line for Memorial Tree Orders			
G/L Date	G/L Account Number	Account Description	Description		Source	Increase Amount	Decrease Amount	
08/15/2023	201-18-189503-52420	Other Supplies	Budget Amendment - UF 242 Line for Memorial Tree Orders			7,000.00	.00	
Number of Entries: 1						<u>7,000.00</u>	<u>\$.00</u>	

Page 1 of 1



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00010703	BA	GL	07/14/2023	Budget Amendment build account line for grant				
G/L Date	G/L Account Number	Account Description			Description	Source		Increase Amount	Decrease Amount
07/14/2023	201-18-G23013-42120	Grants - Federal			Budget Amendment build account line for grant			48,703.00	.00
						Number of Entries: 1		\$48,703.00	\$0.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00010335	BA	GL	07/10/2023	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
07/10/2023	201-18-184501-51130	Salaries and Wages- Overtime			Budget Amendment			1,000.00	.00
07/10/2023	201-18-184501-53830	Bank Charges			Budget Amendment			1,000.00	.00
07/10/2023	201-18-184501-53990	Other Services and Charges			Budget Amendment			125.00	.00
07/10/2023	201-18-186503-53830	Bank Charges			Budget Amendment			100.00	.00
07/10/2023	201-18-189006-53830	Bank Charges			Budget Amendment			200.00	.00
Number of Entries: 5								\$2,425.00	\$.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2022	2022	2022	2022	2023	2023	2023	
July	Total	Expenses	Expenses	% of Expense	Total	Expenses	% of Expenses	
2023	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>July</u>	<u>to date</u>	<u>Budget</u>	<u>July</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	813,903	795,767	553,249	69.52%	844,049	615,659	72.94%	11.28%
Health & Wellness	94,977	74,166	35,944	48.46%	93,493	41,164	44.03%	14.52%
Community Relations	510,923	370,480	176,512	47.64%	540,874	223,419	32.63%	26.57%
Aquatics	424,371	362,430	263,547	72.72%	451,892	283,530	62.74%	7.58%
Frank Southern Center	387,393	366,648	200,885	54.79%	425,242	191,732	45.09%	-4.56%
Golf Services	833,792	821,950	465,920	56.68%	915,889	523,418	57.15%	12.34%
Natural Resources	420,230	361,353	179,997	49.81%	534,405	218,401	40.87%	21.34%
Youth Programs	77,162	74,369	40,631	54.63%	82,763	45,438	54.90%	11.83%
TLRC	305,962	282,555	157,191	55.63%	315,143	171,937	54.56%	9.38%
Community Events	576,608	508,788	268,604	52.79%	567,876	290,955	51.24%	8.32%
Adult Sports	325,324	298,747	121,776	40.76%	294,196	143,817	48.88%	18.10%
Youth Sports	310,858	292,128	164,278	56.23%	311,917	189,994	60.91%	15.65%
BBCC	434,110	284,365	183,382	64.49%	453,306	237,451	52.38%	29.48%
Inclusive Recreation	92,832	71,356	44,862	62.87%	137,174	62,129	45.29%	38.49%
Operations	1,757,328	1,645,774	970,635	58.98%	2,347,357	1,120,101	47.72%	15.40%
Switchyard Property	676,749	400,552	214,659	53.59%	859,828	294,390	34.24%	37.14%
Landscaping	886,913	670,109	349,162	52.11%	1,061,503	435,568	41.03%	24.75%
Cemeteries	398,487	347,063	247,108	71.20%	256,422	132,659	51.73%	-46.32%
Urban Forestry	530,277	349,617	209,576	59.94%	660,133	276,783	41.93%	32.07%
Recover Forward	0			0.00%			0.00%	0.00%
General Fund total:	9,858,200	8,378,217	4,847,917	57.86%	11,153,462	5,498,544	49.30%	13.42%
Non-Reverting Fund								
Administration	12,800	2,277	905	39.74%	17,168	6,026	35.10%	566.11%
Health & Wellness	4,005	4,264	393	9.22%	6,487	18,983	292.63%	4728.85%
Community Relations	5,350	712	712	100.00%	5,350	1,504	28.11%	0.00%
Aquatics	57,518	60,043	40,729	67.83%	76,595	71,255	93.03%	74.95%
Frank Southern Center	88,282	68,157	35,339	51.85%	89,833	42,784	47.63%	21.07%
Golf Services	136,759	148,600	100,786	67.82%	154,313	129,589	83.98%	28.58%
Natural Resources	81,710	53,857	42,649	79.19%	46,850	15,465	33.01%	-63.74%
Youth Programs	69,137	146,654	63,847	43.54%	166,839	87,222	52.28%	36.61%
*TLRC - day to day	555,813	578,342	347,137	60.02%	650,779	366,082	56.25%	5.46%
Community Events	226,836	141,048	57,581	40.82%	144,879	56,694	39.13%	-1.54%
Adult Sports	78,515	102,072	72,439	70.97%	110,335	65,009	58.92%	-10.26%
Youth Sports	9,791	9,022	4,975	55.15%	9,752	5,243	53.76%	5.37%
BBCC	2,560	15,705	15,558	99.06%	4,560	177	3.88%	-98.86%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	141,758	309,918	220,014	70.99%	572,425	779,562	136.19%	254.32%
Dog Park	0	0	0	0.00%	36,635	0	0.00%	0.00%
Switchyard	27,558	23,752	4,466	18.80%	0	16,288	0.00%	264.

16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn								
20-21 MCCSC 21st Com Learn								
2021 MCCSC 21st Grant			16,370					
2022-2023 MCCSC 21st Century						20,990		
Community Banneker Bus								
Duke Arbor Day			3,905					
G15008 Summer Food Prg.								
G15009 Nature Days S/Star								
Griffy Lake Nature Day			4,223			6,423		
Wapehani I-69 Mitigation								
Leonard Springs Nature			3,939			3,667		
Banneker Nature Day			2,916			3,354		
NRPA Nutrition Hub			13,615					
Spec.						4,999		
Youth & Adolescent Phy Act			2,933					
Goat Farm								
Giffy LARE								
Deer Cull								
USDA					473	2,982		
Banneker ROI								
Other Misc Funds total:	0	0	47,901	0.00%	473	42,416		
TOTAL ALL FUNDS	11,843,455	9,537,723	6,377,798	66.87%	13,733,597	7,679,716	55.92%	20.41%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues July 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>July</u>	<u>to date</u>	<u>for year</u>	<u>July</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,542,219	7,675,587	4,400,949	57.34%	8,138,119	4,465,987	54.88%	1.48%
Administration	500	421	421	100.00%	400	435	108.75%	3.33%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	181,000	188,069	163,700	87.04%	188,000	183,820	97.78%	12.29%
Frank Southern	213,000	185,805	115,835	62.34%	225,000	132,798	59.02%	14.64%
Golf Services	699,000	880,800	517,985	58.81%	701,000	631,639	90.11%	21.94%
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	6,714	23.92%	14,000	10,615	75.82%	58.11%
Adult Sports	16,000	28,065	28,065	100.00%	32,000	26,650	83.28%	-5.04%
Youth Sports	25,500	30,162	19,760	65.51%	39,000	35,851	91.93%	81.43%
BBCC	15,000	9,929	4,204	42.34%	18,000	10,992	61.07%	161.46%
Operations	0	26	0	0.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	35,000	37,750	25,025	66.29%	42,000	25,900	61.67%	3.50%
Urban Forestry	0	2,640	0	0.00%	0	0	0.00%	0.00%
Recover Forward	0	0	0	0.00%	0	0	0.00%	0.00%
Subtotal Program Rev	1,198,500	1,374,415	881,708	64.15%	1,259,400	1,058,700	84.06%	20.07%
General Fund Total	7,740,719	9,050,003	5,282,657	58.37%	9,397,519	5,524,687	58.79%	4.58%
Non-Reverting Fund								
Administration	35,600	151,029	137,407	90.98%	35,000	29,809	85.17%	-78.31%
Health & Wellness	6,450	5,678	1,348	23.74%	8,150	3,870	47.48%	187.15%
Community Relations	3,000	6,250	4,900	78.40%	3,000	2,259	75.30%	-53.90%
Aquatics	80,000	75,562	66,965	88.62%	82,500	89,097	108.00%	0.00%
Frank Southern	91,300	85,658	16,950	19.79%	55,000	16,945	30.81%	-0.03%
Golf Services	163,000	238,405	129,299	54.24%	180,500	163,999	90.86%	26.84%
Natural Resources	71,400	60,530	43,827	72.41%	71,400	53,163	74.46%	21.30%
Youth Programs	163,500	169,252	160,793	95.00%	170,000	165,145	97.14%	2.71%
*TLRC -Operational	599,625	856,191	482,880	56.40%	725,749	563,546	77.65%	16.71%
Community Events	139,740	155,718	97,974	62.92%	144,800	126,654	87.47%	29.27%
Adult Sports	54,500	103,383	79,232	76.64%	88,500	55,402	62.60%	-30.08%
Youth Sports	8,000	3,302	1,503	45.50%	8,000	1,939	24.24%	29.04%
BBCC	7,600	21,842	5,240	23.99%	4,800	7,012	146.09%	33.83%
Operations	68,900	350,680	67,459	19.24%	69,940	802,517	1147.44%	1089.63%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	41,500	69,760	26,748	38.34%	42,500	50,291	118.33%	88.02%
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	10,600	63.47%	14,600	70,315	481.61%	0.00%
N-R Fund subtotal:	1,549,115	2,369,940	1,333,124	56.25%	1,704,839	2,201,961	129.16%	65.17%
Other Misc Funds								

G22-23 MCCSC 21st Com		19,117						
G19-20 MCCSC 21st Com								
G20-21 MCCSC 21st								
G21 MCCSC 21st		17,496	17,496			23,190		
G14009 Summer Food Grant		-2,866						
Communit Banneker Bus								
Storm Response Plan						4,400		
NRPA Nutrition Hub		5,000	5,000					
Duke Arbor Day		4,050	4,050					
Griffy LARE Veg. Mgt								
Nature Preserves Invsive						4,999		
G15009 Griffy Nature Days		4,328	4,328			6,622		
(902) Rose Hill Trust		621	137	136.77%		1,070		
Banneker ROI		9,036						
Banneker Nature Days		4,293	4,860			4,860		
Yth & Adolescent Phy Act		6,941	2,915					
Nature Days Star								
2019 Deer Cull IN DNR CHAP		23,389	23,389					
Reservoir Fisheries		2,000						
Other Misc Funds total:	0	93,405	62,175		0	45,142		
TOTAL ALL FUNDS	9,289,834	11,513,348	6,677,956	58.00%	11,102,358	7,771,790	70.00%	16.38%

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	7/1/2023	revenue	7/31/2023	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	427,446.31	29,808.70		6,026.46		23,782.24	451,228.55
Health & Wellness	16,253.08	3,870.00		18,983.18		(15,113.18)	1,139.90
Community Relations	42,319.83	2,258.90		1,503.79		755.11	43,074.94
Aquatics	373,664.34	89,097.35		71,254.89		17,842.46	391,506.80
Frank Southern Center	175,382.59	16,944.83		42,784.22		(25,839.39)	149,543.20
Golf Course	338,233.73	163,999.43		129,588.96		34,410.47	372,644.20
Natural Resources	361,240.86	53,162.85		15,464.72		37,698.13	398,938.99
Allison Jukebox	331,329.03	165,144.74		87,222.12		77,922.62	409,251.65
TLRC	(2,962,073.01)	508,733.75		840,094.78		(331,361.03)	(3,293,434.04)
TLRC Reserve	816,213.69	54,811.97		0.00		54,811.97	871,025.66
Community Events	525,209.53	126,653.58		56,693.60		69,959.98	595,169.51
Adult Sports	15,493.13	55,401.68		65,009.47		(9,607.79)	5,885.34
Youth Sports	(564.07)	1,939.02		5,242.65		(3,303.63)	(3,867.70)
Skate Park	22,417.65	0		0.00		0.00	22,417.65
Benjamin Banneker Cor	51,686.09	7012.12		176.74		6,835.38	58,521.47
Operations	283,227.99	802,517.17		779,562.05		22,955.12	306,183.11
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	296,319.33	50,290.68		16,288.24		34,002.44	330,321.77
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	70,314.55		2,860.00		67,454.55	116,871.64
Change Fund	0.00					0.00	0.00
Deposits	0.00					0.00	0.00
TOTALS	1,184,162.34	2,201,961.32	0.00	2,138,755.87	0.00	63,205.45	1,247,367.79
							63,205.45
							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
07/05/2023	2325910	6	AR	245102_G	Kid City Quest (245102-G)	Refund Now	grabowsm	135.00	0.00	135.00
07/05/2023	2325943	6	AR	240018_B	SUP Over 50 (240018-B)	Refund Now	grabowsm	20.00	0.00	20.00
07/05/2023	2325966	6	AR	250205_B	H.I.I.T. (250205-B)	Refund Now	grabowsm	85.00	0.00	85.00
07/05/2023	2326034	6	FR	POOL_BPOOL_B	Bryan Pool on 07/01/2023 at 7:15 p	Refund Now	grabowsm	300.00	0.00	300.00
07/07/2023	2327322	4	AR	245101_I	Kid City Original (245101-I)	Refund Now	PHILBECE	100.00	0.00	100.00
07/07/2023	2327322	4	AR	245101_I	Kid City Original (245101-I)	Refund Now	PHILBECE	180.00	0.00	180.00
07/07/2023	2327436	5	AR	245002_H	All Levels (245002-H)	Refund Now	michele.wilson	215.00	0.00	215.00
07/07/2023	2327780	6	AR	165202_A	Willie Streeter - Large Plot (165202-A)	Refund Now	grabowsm	20.00	0.00	20.00
07/10/2023	2329606	5	AR	275301_G	Banneker Camp - 7/10/23-7/14/23 (2	Refund Now	michele.wilson	10.00	0.00	10.00
07/10/2023	2329606	5	AR	275301_H	Banneker Camp - 7/17/23-7/21/23 (2	Refund Now	michele.wilson	10.00	0.00	10.00
07/10/2023	2329612	5	AR	250301_D	Grade 6-8 Age 10-13 (250301-D)	Refund Now	michele.wilson	75.00	0.00	75.00
07/10/2023	2330133	6	AR	220102_G	Learn to Swim: Level 1 (220102-G)	Refund Now	grabowsm	65.00	0.00	65.00
07/11/2023	2330785	5	AR	245102_I	Kid City Quest (245102-I)	Refund Now	michele.wilson	145.00	0.00	145.00
07/12/2023	2331726	6	FR	POOL_MILLS_MI	Mills Pool on 07/08/2023 at 7:15 pm	Refund Now	grabowsm	337.50	0.00	337.50
07/13/2023	2332086	3	FR	SHELT_OLCPK_	Young Pavilion on 07/30/2023 at 6:0	Refund Now	HALTI	87.00	0.00	87.00
07/14/2023	2333137	6	AR	240017_B	SUP for Parents and Kids (240017-B)	Refund Now	grabowsm	25.00	0.00	25.00
07/14/2023	2333137	6	AR	240017_B	SUP for Parents and Kids (240017-B)	Refund Now	grabowsm	25.00	0.00	25.00
07/17/2023	2336152	6	AR	235003_I	First Tee of Bloomington (235003-I)	Refund Now	grabowsm	130.00	0.00	130.00
07/18/2023	2336477	6	AR	235003_G	First Tee of Bloomington (235003-G)	Refund Now	grabowsm	120.00	0.00	120.00
07/18/2023	2336477	6	AR	235003_G	First Tee of Bloomington (235003-G)	Refund Now	grabowsm	120.00	0.00	120.00
07/19/2023	2337224	6	PSS	5658	A Fair of the Arts (5658)	Refund Now	grabowsm	150.00	0.00	150.00
07/19/2023	2337464	6	AR	245002_I	All Levels (245002-I)	Refund Now	grabowsm	215.00	0.00	215.00
07/20/2023	2337890	6	AR	270001_A	Sun CoRec Comp 3 HR (270001-A)	Refund Now	grabowsm	75.00	0.00	75.00
07/21/2023	2338311	6	AR	245002_I	All Levels (245002-I)	Refund Now	grabowsm	205.00	0.00	205.00
07/21/2023	2338311	6	AR	245002_I	All Levels (245002-I)	Refund Now	grabowsm	225.00	0.00	225.00
07/23/2023	2340230	500	PSS	222	9 Hole Greens Fee (222)	Refund Now	wises	16.00	0.00	16.00
07/23/2023	2340230	500	PSS	301	1/2 9Hole Cart Rent (301)	Refund Now	wises	8.00	0.00	8.00
07/23/2023	2340230	500	PSS	222	9 Hole Greens Fee (222)	Refund Now	wises	16.00	0.00	16.00
07/23/2023	2340230	500	PSS	301	1/2 9Hole Cart Rent (301)	Refund Now	wises	8.00	0.00	8.00
07/24/2023	2340687	5	AR	245003_A	Two-day Keel Boat sailing lessons; e	Refund Now	michele.wilson	340.00	0.00	340.00
07/28/2023	2344065	5	PSS	5658	A Fair of the Arts (5658)	Refund Now	michele.wilson	90.00	0.00	90.00
07/31/2023	2346005	5	FR	SHELT_BRYPK_	Bryan North Shelter on 08/12/2023 at	Refund Now	michele.wilson	62.00	0.00	62.00

Report Summary Totals

Total Refund Records: 32

Refund Listing Report**Report Summary Totals Continued...**

Total Fees Refunded:	3,614.50
Total Tax Refunded:	0.00
Total Amount Refunded:	3,614.50

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:	07/01/2023 - Actual Date 07/01/2023
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	07/31/2023 - Actual Date 07/31/2023
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500

Bloomington Parks and Recreation Surplus Declaration Form

Aug-23

Aug-23

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 8-16-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: August 29, 2023
SUBJECT: ADDENDUM WITH BLEDSOE, RIGGERT, COOPER, AND JAMES FOR LAND SURVEYING

Recommendation

Staff recommends approval of a service agreement addendum with Bledsoe, Riggert, Cooper, and James for land surveying services in the amount of \$2,000. The funding is:

200-18-189000-53110 - \$500
200-18-184000-53990 - \$1,500

Background

In January 2023, a standard service agreement was set up with BRCJ for various land surveying needs throughout the year. Recently we discovered more surveying needs along the Bloomington Rail Trail necessary for grant applications, future planning, and trail connections. This amount will cover those needs.

RESPECTFULLY SUBMITTED,

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

Tim Street, Operations and Development Division Director

**ADDENDUM TO ANNUAL SERVICE AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLEDSOE RIGGERT COOPER JAMES, INC.**

(Entered in this 22nd day of August, 2023)

WHEREAS, in November, 2022 the City of Bloomington Department of Parks and Recreation (the “Department”) and Bledsoe Riggert Cooper James, Inc. (“Contractor”) entered into an Agreement for land boundary surveys, construction layout and civil engineering services; and

WHEREAS, the Department is applying for grant funds requiring boundary surveying along the Bloomington Rail Trail; and

WHEREAS, the contractor will provide these necessary services; and

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

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

WHEREAS, pursuant to Article 4 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

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

Article 1. Scope of Services: Contractor will now complete these additional items:

- The contractor will complete the necessary land boundary surveys and provide the resulting information to the department.

Article 4. Compensation: To amend the Agreement to reflect the additional charge, (\$2,000) for a total amount on the service agreement not to exceed six thousand nine hundred ninety nine dollars (\$6,999).

This addendum, any other properly-executed addendums, and the original contract between the parties represent the entirety of their agreement. All provisions of the original agreement or other addendums not modified herein remain in full force and effect.

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

CITY OF BLOOMINGTON

BLEDSOE RIGGERT COOPER JAMES, INC.

Paula McDevitt, Director
Parks and Recreation Department

Marty James, Vice President

Kathleen Mills, Park Board President
Board of Park Commissioners

DocuSigned by:

Beth Cate

Beth Cate, Corporation Counsel



STAFF REPORT

Agenda Item: A-8
Date: 8-16-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: August 29, 2023
SUBJECT: **COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT WITH INDIANA UNIVERSITY OUTDOOR ADVENTURES**

Recommendation

Staff recommends approval of this annual partnership agreement. There will be no exchange of funds.

Background

The Bloomington Parks and Recreation Department seeks approval of a cooperative program partnership agreement with the Indiana University Outdoor Adventures ("IUOA") to plan and develop outdoor recreational programs which promote social, physical, emotional, mental, and environmental health in the community. Each partner agrees to share resources during partnered events and use promotional materials to market opportunities to participate in various trips, programs, and other activities that foster a love of the outdoors.

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



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

This Agreement is made and entered into this _____ day of August, 2023, by and between the Bloomington Parks and Recreation Department (“BPRD”) and The Trustees of Indiana University, on behalf of Indiana University Outdoor Adventures (“IUOA”), (collectively, the “Parties” and individually a “Party”).

WITNESSETH:

WHEREAS, there is a need to provide programs which promote social, physical, emotional, mental, and environmental health in the community; and

WHEREAS, BPRD and IUOA desire to cooperate in the provision of outdoor recreational/educational programs and outfitting services; and

WHEREAS, the BPRD is authorized to plan and develop partnerships with other community organizations to ensure delivery of services and connection to the Bloomington public population; and

WHEREAS, IUOA is authorized to provide promotional support, outfitting services, recreational resources and connection to student populations and community members; and

WHEREAS, services provided by each Party will reflect on the other in this Agreement requiring clear communication and outline of expectations.

NOW, THEREFORE, the Parties do mutually agree as follows:

- 1.0 Purpose of Agreement.** The purpose of this Agreement is to outline a cooperative partnership, which will provide support for outdoor recreation/education opportunities, event marketing strategies, and connection to social platforms by combining available resources from each Party in the Agreement.
- 2.0 Duration of Agreement.** The term of this Agreement shall begin upon the Effective Date and run through August 31, 2024, unless terminated earlier as provided under Section 7, below (“Term”). The Parties may agree to extend the Term of the Agreement in writing signed by the Parties.
- 3.0 Bloomington Parks & Recreation Department Obligations.** In addition to any other applicable

requirements in this Agreement, BRPD will perform the following:

- 3.1 Maintain close contact with Hannah McConnell of IUOA and bring any related issues to their attention.
- 3.2 Create and assist with the distribution of promotional materials to include flyers, registration information, posters, digital marketing and newsletters. Any such materials must be compliant with IU's applicable policies and guidelines, and must be approved by IU Licensing and Trademarks in advance of distribution by emailing iulogo@iu.edu.
- 3.3 Coordinate student group events and volunteer work days on park properties.
- 3.4 Track participation numbers and volunteer hours for cooperative programs.
- 3.5 Include cooperative program information in the BPRD seasonal program guides.
- 3.6 Promote IUOA outfitting services, academic services, and recreational programs at Griffy Lake Boathouse.
- 3.7 Provide day-of supplies and staffing as able for cooperative programs, including but not limited to canoes, kayaks, standup paddleboards, paddles, lifejackets, and signage.
- 3.8 Maintain Griffy Lake Boathouse and its surrounding areas, any other location maintained or controlled by BPRD which may be used pursuant to this Agreement, and any day-of supplies per 3.7 above, in a safe and clean manner, and in accordance with any applicable BPRD policies or guidelines, as well as any other applicable policies, guidelines, and governing laws and standards

4.0 Indiana University Outdoor Adventures Obligations. In addition to any other applicable requirements in this Agreement, IUOA will perform the following:

- 4.1 Maintain close contact with Rebecca Swift, Natural Resources Coordinator, and address any related issues to her attention.
- 4.2 Maintain close contact with other Indiana University organizations to coordinate equipment, student volunteers, and other resources as identified.
- 4.3 Marketing cooperative programs and resources on IU Bloomington campus and to IU population, especially incoming students.
- 4.4 Provide day-of supplies and staffing as able for cooperative programs, including but not limited to kayaks, standup paddleboards, paddles, lifejackets, and other resources as identified.
- 4.5 Provide day-of supplies and staffing as able for community events, including but not limited to Get Outdoors Day, Summer Solstice Celebration, and Adult Field Day.

- 4.6 Participate in the Event Planning Committee meetings as able for the Get Outdoors Day event, scheduled on June 8th, 2024 at Switchyard Park.
- 4.7 Coordinate group trainings, outings, and volunteer opportunities for students on park properties.

5.0 Terms Mutually Agreed to By All Parties. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and IUOA.

BPRD and IUOA agree to:

- 5.1 Each Party shall release, hold harmless and indemnify the other Party, and its officers, employees, agents and assigns (“Releasees”) from any and all claims which may arise as a result of BPRD and IUOA activities under this Agreement. This includes claims for personal injury, illnesses, property damage or any other type of claim which might be brought against Releasees or their employees, agents, or patrons, by any third party, unless caused by the negligence of the other Party. Provided, however, that IUOA’s obligations hereunder shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of IUOA as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the IUOA is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant in Indiana and all appropriate defenses had been raised by IUOA.
- 5.2 Share all marketing/promotional materials between both Parties involved **prior to** any advertising, and in accordance with applicable IU licensing and trademark policies and guidelines.
- 5.3 Provide staff support for cooperative programs.
- 5.4 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited on the Indiana University campus. Amplified music or the promotion or sale of any article is prohibited without appropriate approval or permit.
- 5.5 All Parties will promote cooperative programs with relevant community Parties to gain support for the initiative, and educate the community on outdoor recreational/educational opportunities.
- 5.6 The main location for cooperative programs will be Griffy Lake Nature Preserve.
- 5.7 All Parties agree that the priority location is subject to change and may fluctuate based on weather, availability, price point, or other accommodations needed by either Party, and that any alternative location will be mutually agreed upon by the parties in each instance.
- 5.8 All Parties agree to remain in frequent and open communication with other Parties throughout the duration of this Agreement.

- 5.9** In the event of inclement weather, all Parties agree to make joint decisions regarding cancellation of cooperative programs. Efforts will be made to reschedule any cancellations as schedules allow.
- 5.10** The staff and personnel of each Party involved in this Agreement will at all times represent all Parties to this Agreement in a professional manner and reflect the commitment of all Parties to quality services and customer satisfaction.
- 5.11** The commitment of personnel, facilities, supplies will be honored according to the timetable agreed upon by all Parties, including shelter accommodations for IUOA's annual event
- 5.12** 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.
- 5.13** The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.

6.0 Notice and Agreement Representatives:

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

City of Bloomington Parks & Recreation

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

IU Outdoor Adventures

Hannah McConnell, Senior Assistant Director
1900 E. 10th St, Room 020
Bloomington, IN 47406
(812) 856-4092

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

Rebecca Swift
(812) 349-3759
Bloomington Parks & Recreation
401 N. Morton St., Suite 250
Bloomington, IN 47402
rebecca.swift@bloomington.in.gov

Hannah McConnell
(812) 856-4092
IU Outdoor Adventures
1900 E. 10th St, Room 020
Bloomington, IN 47406
hmmcconn@iu.edu

- 7.0 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 6. Upon such termination, all Parties will be notified.

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, either Party may terminate the Agreement if it determines that there is no reasonable alternative means of performance under the Agreement. The terminating Party shall notify the other Party of any such termination and the reasons therefore in writing as soon as such determination is made.

8.0 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 6. 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**

The Trustees of Indiana University

By:

By:

Paula McDevitt, Director

Donald S. Lukes, University Treasurer Director

Kathleen Mills, President
Board of Park Commissioners

DocuSigned by:

Beth Cate

FB7C0A5D6563447...

Beth Cate, Corporation Counsel



STAFF REPORT

Agenda Item: A-9 Date: 8-16-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: August 29, 2023
SUBJECT: REVIEW AND APPROVAL OF THE 2023 HOLIDAY MARKET ARTIST EXHIBITOR AGREEMENT TEMPLATE AND INFORMATION

Recommendation

Staff recommends approval of the Holiday Market Exhibitor Agreement Template for the 2023 Holiday Market to be held on Saturday, November 25 from 10:00 a.m. to 3:00 p.m. at Bloomington's City Hall, parking lot, and Showers Plaza. This is an agreement between the participating artist vendors and the City of Bloomington Parks and Recreation detailing the expectations and policies for both parties. Revenue from booths will be deposited into 200-18-186500.

Background

This year marks the 21st anniversary of the Holiday Market. This annual holiday event that takes place the Saturday following the Thanksgiving holiday each year and gives the community an opportunity to shop locally from local artists, farm vendors, and local product vendors. This year's Holiday Market is on Saturday, November 25 from 10:00 a.m. to 3:00 p.m. in Bloomington's City Hall and on Fernandez Plaza.

Changes to this year's agreement template include the addition of wording to limit the sale of drug paraphernalia to match the 2023 A Fair of the Arts Exhibitor Agreement Template. The dates on the agreement were updated for 2023.

RESPECTFULLY SUBMITTED,

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

Crystal Ritter, Community Events Coordinator

2023-January

Holiday Market 2023 EXHIBITOR AGREEMENT

In consideration for the right to participate in the 2023 Holiday Market (“Market”), the City of Bloomington (“City”), and the undersigned exhibitor(s) (“Exhibitor”), agree to the following, and to the accompanying Market Information (Exhibit A), which are incorporated herein by reference and are a part of this Agreement.

1. ADMINISTRATION

The Market is administered by the Parks and Recreation Department of the City in accordance with this Agreement. The City sets fees and determines Market policies. The Market On-Site Supervisor oversees the Market and has authority to assign exhibiting space, settle disputes, and disqualify exhibitors for violations of regulations or this Agreement.

2. ELIGIBILITY OF EXHIBITORS

An “Exhibitor” is a person whose works of art or crafts have been accepted by the Market Jury for exhibition and sale at the Market pursuant to this Agreement, or the immediate family of such person, as defined in this Agreement, and who has signed this Agreement.

“Immediate family” is defined in this Agreement to be a parent, child, spouse, or domestic partner of a person whose works of art or crafts have been accepted by the Market Jury for exhibition and sale at the Market pursuant to this Agreement.

Only individuals who are named as Exhibitors in this Agreement may exhibit and sell at the Market. An Exhibitor may exhibit and sell only works which (s)he or her/his immediate family has produced in accordance with the guidelines set forth in this Agreement. If a family member intends to sell with you in your booth and their artwork will make up greater than 20% of the items offered for sale in your booth, then that family member must apply for the Holiday Market separately.

The Exhibitor agrees to comply with all applicable federal, state, and local laws, regulations and ordinances, and agrees that the violation of such a law, regulation or ordinance by the Exhibitor may be deemed by the City to be a material breach of this Agreement.

3. WORKS PERMITTED FOR EXHIBITION AND SALE

All works must be approved by the Market Jury prior to exhibition and sale. All works must be original and made by the Exhibitor. Significant alteration of commercial components not made by the Exhibitor but used in any work is required. Works must be safe, be a durable good, and exhibit quality of craftsmanship. In works made from or including dried flowers, herbs, or plants, the flowers, herbs, or plants must be grown by the Exhibitor.

Unacceptable work includes: work made from kits, work made from molds not made by the Exhibitor, work made by someone other than the Exhibitor (including commercially made products, imports, and products bought for resale). Any artwork that could be considered drug paraphernalia may not be sold at the Holiday Market.

If you plan to sell artwork in multiple categories it **MUST** be juried separately. You must complete an additional application and submit all necessary images for each category in which you intend to sell.

The City reserves the right to verify that works exhibited meet the above criteria. The Exhibitor must display legible price markers for works offered for sale. Prints must be "signed and numbered". Any reproductions must be identified and the word PRINT prominent. The City reserves the right to reject or eject any exhibitor from the fair.

4. REGISTRATION TO EXHIBIT AND SELL

The Exhibitor must have signed this Agreement or be named in this Agreement and have authorized another person to sign on his/her behalf, or have been authorized by the maker of the works to exhibit and sell the works at the Market, and have paid all applicable fees before exhibiting or selling any works. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 (mailing address: P.O. Box 848, Bloomington, Indiana 47402) by the deadlines set forth in the Market Information.

5. CANCELLATION AND NO SHOWS

Any Exhibitor who cancels must notify the Market Administrator **in writing**. Cancellations received **in writing** at least thirty (30) days prior to the 2023 Holiday Market will receive a full refund less a Fifteen Dollar (\$15.00) administrative fee. Cancellations received less than thirty (30) days prior to the 2023 Holiday Market will not receive a refund. If an Exhibitor is absent without prior notification, this absence will be taken into consideration for acceptance of that Exhibitor's work at future Markets.

6. EQUIPMENT AND SUPPLIES

Exhibitors must supply her/his own tables and other display equipment. Some tent coverage will be provided by the City for a limited number of outside Exhibitors. Outside Exhibitors will be notified if their booth location will be under the cover of a tent and if not will be responsible for providing their own tent and weights.

7. PROPERTY MAINTENANCE AND UTILIZATION

Market hours are from 10 a.m. until 3 p.m. **The Exhibitor must have set up her/his display and be ready to sell by 9:45 a.m. For security purposes, all Exhibitors must be present at their booth starting at 9:15 a.m. through the completion of the Market. The Exhibitor may not begin to tear-down their display until 3 p.m.** The Exhibitor must vacate the premises by 4

p.m. and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or they will be subject to a garbage removal fee of One Hundred Dollars (\$100.00).

8. CITY'S REMEDIES FOR BREACH

Violation of any material provision of this Agreement is a material breach and constitutes a default by the Exhibitor. When the City notifies the Exhibitor of the occurrence of a breach or default during Market hours, and if the Exhibitor fails to correct the breach or default within a reasonable time, the Exhibitor agrees to remove personal equipment, clean the area, and vacate the Market premises immediately. Failure to vacate as described above may require the City to take legal action. Upon occurrence of a material breach of this Agreement, the City may terminate this Agreement, by so stating in a written notice to the Exhibitor, and to retain, as liquidated damages and not as a penalty, any fees prepaid by the Exhibitor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Exhibitors in this Agreement, to sell at the Market in future seasons.

9. COVENANT NOT TO SUE

The Exhibitor will not institute any action or suit at law or in equity against the City or the City's agents or employees as a result of operations under this Agreement. The Exhibitor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

10. INDEMNIFICATION

The Exhibitor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of Bloomington, Indiana, its employees, agents, and officers, and the members of the Market Steering Committee and Market Jury, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities, and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Exhibitor's participation in the Market, whether or not in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents, or officers, or the Market Steering Committee or the Market Jury.

11. TERMINATION

The parties understand that Parks may terminate the agreement in its sole discretion due to contingencies beyond their control including the ongoing COVID-19 pandemic. The Parties agree that Parks will not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond reasonable control of a party, materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, Parks shall notify the artist/entertainer of any such termination and the reasons therefore in writing.

Exhibitor chooses NOT to participate in the Gift Certificate Program

CITY COPY

*(SEND THIS PAGE OF THE AGREEMENT BACK TO BLOOMINGTON PARKS AND RECREATION ALONG WITH PAYMENT. BOOTH SPACE WILL NOT BE SECURED UNTIL THE SIGNED CONTRACT AND FULL PAYMENT HAVE BEEN RECEIVED.)

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

Additional Exhibitor(s)

Print mailing address(es)

Exhibitors' phone number(s)

This Agreement is effective when both the Exhibitor and the Administrator of the Bloomington Parks & Recreation Department have signed and dated it.

Primary Exhibitor's Signature Date Additional Exhibitor's Signature Date
Market Registrant Market Registrant

Additional Exhibitor's Signature Date Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department Date
DocuSigned by: 8/14/2023
Beth Cate

Beth Cate, Corporation Counsel Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and phone number to customers interested in contacting you for information and/or special orders?
Yes No

Initial one: Exhibitor chooses to participate in the Gift Certificate Program
Exhibitor chooses NOT to participate in the Gift Certificate Program

**HOLIDAY MARKET 2023
INDOOR EXHIBITOR INFORMATION
Exhibit A**

MARKET DATE AND HOURS

Holiday Market 2023 takes place on Saturday, November 25, 2023 from 10 a.m. until 3 p.m.

MARKET SITE

Holiday Market 2023 takes place both inside the Showers Building and outside at Showers Common, 401 North Morton Street, (between Eighth and Ninth Streets), Bloomington, Indiana.

CONTRACT

All Exhibitors selling/exhibiting at the Holiday Market are required to sign the Holiday Market 2023 Exhibitor Agreement in advance of selling/exhibiting at the Market. Spaces will not be secured until payment and agreement have been received. Please note that the information on the Agreement is public record.

UNLOADING, LOADING, PARKING AND SETUP

Setup will be from **4-7:00 p.m.** on Friday, November 24 2023 or on Saturday morning between **7-9:30 a.m.**

Exhibitors may pull up their vehicles along the south side of the Showers Building (parking lot where the Bloomington Community Farmers' Market is held) beginning at 4:00 p.m. on Friday, November 24 to unload.

Vehicles must be removed from the parking lot by 7:30 p.m. on Friday, November 24 and before 9:30 a.m. on Saturday, November 25.

To allow everyone time to unload near the building, please, unload your vehicle and move it to an approved parking space prior to setting up your booth. A landscaping cart will be available for use during loading and unloading.

You are welcome to leave your display up overnight. The building will be locked throughout the night. Exhibitors must vacate the premises by 7:30 p.m. on Friday, November 24.

For security purposes, all Exhibitors must be present at their booth starting at 9:15 a.m. through the completion of the Market. The Exhibitor may not begin to tear-down the display until 3:00 p.m. At the end of the Market, Exhibitors may once again pull up their vehicles in the same way beginning at 3:00 p.m. Exhibitors must vacate the premises by 4:00 p.m.

ASSIGNMENTS AND LIMITS OF SPACE

Each Exhibitor is limited to one reserved Booth Space unless otherwise assigned. Each Booth Space is approximately 6' X 8' in size. Additionally, there are six smaller spaces. These smaller spaces measure 4' x 6' in size. A Bloomington Parks and Recreation staff member will be there Friday between 4-7:00 p.m. and Saturday morning to show Exhibitors to their assigned space. **Exhibitors must provide their own tables, chairs, and supplies needed for their booth.** The Exhibitor must display legible price markers for works offered for sale.

FEES

Cancellations must be received in writing at least thirty (30) days prior to the event to receive a full refund less a Fifteen Dollar (\$15.00) administrative fee. Cancellations received less than thirty (30) days prior to the event will not receive any refund. An Exhibitor's absence without prior notification will be taken into consideration for art and craft applications for future markets. **Booth Spaces do not automatically include electricity. If an Exhibitor's booth setup requires electricity, there is an additional Fifteen Dollar (\$15.00) fee that must be paid when the Agreement is submitted.** This will be the only opportunity to request electricity. Due to the planning that this requires, last minute requests will not be granted.

RECEIPTS AND COMMISSIONS

Exhibitors should issue receipts when customers request them. The City does not collect commissions on sales.

TAXES

Exhibitors are responsible for collecting required taxes and for keeping appropriate records. They can call (317) 233-4015 for Indiana Department of Revenue Registered Retail Merchants Certificate applications.

DEMONSTRATIONS

Exhibitors are encouraged to provide demonstrations of their art or craft with prior City approval. An area will be made available for such demonstrations if necessary.

PETS

Pets are not permitted at the Holiday Market in artist booth spaces or in City Hall.

HAWKING

Vociferous hawking and selling outside of booth space is not allowed.

ELECTRONIC MUSIC

Audible music from any electronic device is strictly prohibited.

MARKET STAFF

There will be an On-Site Supervisor from the City. Questions or comments will be welcomed by Holiday Market Administrator, Crystal Ritter, during office hours, in the Parks and Recreation Department, Suite 250 of the Showers Building, 401 North Morton Street; telephone (812) 349-3725; email ritterc@bloomington.in.gov.

GIFT BASKET DOOR PRIZE

In order to encourage participants to fill out event evaluations we will again be doing a gift basket door prize. If you have anything to add to the basket we would really appreciate it! Please just let the on-site supervisor know during setup.

**HOLIDAY MARKET 2023
OUTDOOR EXHIBITOR INFORMATION
Exhibit B**

MARKET DATE AND HOURS

Holiday Market 2023 takes place on Saturday, November 25, 2023 from 10 a.m. until 3 p.m.

MARKET SITE

Holiday Market 2023 takes place both inside the Showers Building and outside at Showers Common, 401 North Morton Street, (between Eighth and Ninth Streets), Bloomington, Indiana.

CONTRACT

All Exhibitors selling/exhibiting at the Holiday Market are required to sign the Holiday Market 2023 Exhibitor Agreement in advance of selling/exhibiting at the Market. Spaces will not be secured until payment and agreement have been received. Note that the information on the Agreement is public record.

UNLOADING, LOADING, AND PARKING ON SATURDAY

Exhibitors may pull their vehicles up to their assigned booth space beginning at 7:00 AM to unload. **Vehicles must be removed from the parking lot by 9:45 AM. For security purposes, all Exhibitors must be present at their Booth Space starting at 9:30 AM through the end of the Holiday Market.** Exhibitors may once again pull their vehicles up in the same way beginning at 3 PM. *All exhibits must be set-up by 9:45 AM. Exhibitors may not begin to tear displays down until 3 PM.* Exhibitors must vacate the premises by 4 PM.

ASSIGNMENTS AND LIMITS OF SPACE

Each Exhibitor is limited to one reserved booth space unless otherwise assigned. SMALL booth spaces are approximately 10' x 10' in size and LARGE booth spaces are approximately 27' x 9'. A Bloomington Parks and Recreation staff member will be there Saturday morning to show Exhibitors to their assigned booth space. **Exhibitors must provide their own tables, chairs, and supplies needed for their booth.** The Exhibitor must display legible price markers for works offered for sale.

FEES

Cancellations must be received in writing at least fourteen (14) days prior to the event to receive a full refund less a Fifteen Dollar (\$15.00) administrative fee. Cancellations received less than fourteen (14) days prior to the event will not receive any refund. An Exhibitor's absence without prior notification will be taken into consideration for art and craft applications for future markets. **Booth Spaces do not automatically include electricity. If an Exhibitor's booth setup requires electricity, there is an additional fifteen Dollar (\$15.00) fee that must be paid when the Exhibitor Agreement is submitted.** This will be the only opportunity to request electricity. Due to the planning that this requires, last minute requests will not be granted.

RECEIPTS AND COMMISSIONS

Exhibitors should issue receipts when customers request them. The City does not collect commissions on sales.

TAXES

Exhibitors are responsible for collecting required taxes and for keeping appropriate records. They can call (317) 233-4015 for Indiana Department of Revenue Registered Retail Merchants Certificate applications.

PETS

Pets are not permitted at the Holiday Market in artist booth spaces.

HAWKING

Vociferous hawking and selling outside of booth spaces is not allowed.

ELECTRONIC MUSIC

Audible music from any electronic device is strictly prohibited.

MARKET STAFF

There will be an On-Site Supervisor from the City. Questions or comments will be welcomed by the Holiday Market Administrator, Crystal Ritter, during office hours, in the Parks and Recreation Department, Suite 250 of the Showers Building, 401 N. Morton Street; telephone (812)349-3725; email ritterc@bloomington.in.gov



STAFF REPORT

Agenda Item: A-10
Date: 8-16-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Marotz, Operations Superintendent
DATE: August 29, 2023
SUBJECT: SUNSET HILL FENCE REPAIRS AT B LINE, BUTLER PARK AND SWITCHYARD DOG PARK

Recommendation

Staff recommends approval of short contract with Sunset Hill Fence Co for \$4,265.00 to repair fencing on B Line Trail, Butler Park ballfield, and Switchyard Dog Park.

\$1,800.00 Operations B Line Funding source: 201-18-189001-53990

\$940.00 Switchyard Park Dog Park Funding Source: 200-18-189006-53610

\$1,525.00 Sports Butler Park Ballfield Funding Source: 200-18-187202-53650

Background

During the severe weather event on June 29, 2023 a tree fell on the fence on the B-Line Trail just east of Adams St, the fence at Butler Park baseball field and Switchyard Dog Park.

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**

Sunset Hill Fence Co.

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

Article 1. Scope of Services. Contractor shall provide **demolition and remove damaged fence and railing at Switchyard dog park, install approximately 25 feet 5' 9 gage black vinyl chain link fence, 1 piece of 21' of ss 20 1 5/8" top rail, reinstall gate, latches and add missing bolts to 2 double drive gates; demolition and remove damaged fence and railing at Butler Park ball field, install approximately 50' of new 6' 9 gage galvanized chain-link fence and new 50' of 1 5/8" ss20 top railing; and demolition and remove damaged fence and railing on B line trail. Install approximately 40' of new black vinyl chain link fence and new 42' of ss20 black vinyl top railing, also replace 1 2 1/2" black vinyl line post and straighten 2 other line posts** ("Services").

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before September 30th 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 four thousand two hundred and sixty five dollars (\$4,265.00). 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 Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Work to begin July 27th and completed by September 30th

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Sunset Hill Fence Co., Attn: Tony Sowder, 1440 West Bloomfield Road, 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

DocuSigned by:

Beth Cate

Beth Cate, Corporation Counsel

Sunset Hill Fence Co.

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 B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Sunset Hill Fence Co.

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: 8-16-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: August 29, 2023
SUBJECT: CONTRACT WITH EVERYWHERE SIGNS FOR REPAIRS TO THE BUSKIRK-CHUMLEY THEATER MARQUEE

Recommendation

Staff recommends approval of a contract with Everywhere Signs for repairs to the Buskirk-Chumley Theater marquee.

Amount: not to exceed \$5,000

Funding source: 200-18-189000-53660

Background

The Parks and Recreation Department provides facility support for the Buskirk-Chumley Theater as a city-owned building. Annual funds are budgeted for facility repairs. In this instance, the theater leadership would like to use some of these funds to conduct electric repairs to the BCT marquee sign, replacing light bulbs, neon and a transformer, and investigating an outage to the “dogbone” portion of the sign.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is fluid and cursive, with the first and last names clearly legible.

Tim Street, Operations and Development Division Director

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
EVERYWHERE SIGNS, LLC
FOR
REPAIRS TO THE BUSKIRK-CHUMLEY THEATER MARQUEE**

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before 12/31/23 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomington Parks and Recreation
400 N Morton St., Suite 250

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	Everywhere Signs, LLC
Attn: Tim Street	Attn: Karen Elgar
401 N Morton St., Suite 250	173 S CR 525 E
Bloomington, IN 47404	Avon, IN 46123

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

DocuSigned by:

FB7C0A5D6563447...
Beth Cate, Corporation Counsel

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EVERYWHERE SIGNS, LLC

Signature

Print Name & Title

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Repairs to the Buskirk-Chumley Marquee sign –

- Neon repair and one 15,000 transformer replacement - \$1,800
- Replacement of 42 clear chaser bulbs and 42 yellow chaser bulbs - \$1,500
- Investigate and repair electric outage to “Dogbone” sign – up to \$1,700

EXHIBIT B

“Project Schedule”

All work is to complete by December 31, 2023.

EXHIBIT C
E-VERIFY AFFIDAVIT

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-1 Date: 8-16-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: August 29, 2023
SUBJECT: BRAVO AWARD – KIP AND WHITNEY SCHLEGEL

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Kip and Whitney Schlegel with the August Bravo Award.

Background

Kip and Whitney are the owners of Marble Hill Farm and Heritage Wool. They have been vendors with the Farmers' Market since 1999. Since 2017, they have hosted the Banneker Summer Nature Club on their farm. At these 1.5 hour visits, Kip and Whitney act as tour guides, introducing the campers to their sheep, cows, chickens, horses, and Pedro the donkey. They explain animal husbandry and how their farm produces the crops, eggs, meat, and wool products they sell at the Market.

We are extremely grateful for Kip and Whitney's hospitality and dedication to our Banneker campers. They provide these children with an experience that most of them would likely never have otherwise, and I am sure the kids remember it!

RESPECTFULLY SUBMITTED,

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

Emily Buuck, Community Relations Coordinator

2023-January



STAFF REPORT

Agenda Item: C-1
Date: 8-16-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: August 29, 2023
SUBJECT: REVIEW/APPROVAL OF SUMMER STAR FOUNDATION
AGREEMENT FOR GRIFFY LAKE NATURE DAYS

Recommendation

Staff recommends approval of the agreement with the Summer Star Foundation to fund the Griffy Lake Nature Day program for the 2023-2024 school year. Summer Star Foundation agrees to contribute up to a maximum of \$7,500 to cover program expenses.

Background

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

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

RESPECTFULLY SUBMITTED,

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

Rebecca Swift, Natural Resources Coordinator

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

This Agreement is made and entered into as of this ____ day of _____, 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”).

1. Purpose of Agreement:

Both parties recognize that the need exists to provide wholesome and constructive educational and recreational activities for children in Bloomington, Indiana that will effectively contribute to the mental, physical, social and educational enrichment of children. This Agreement is for the purpose of providing school year environmental educational programming to fourth graders in the Monroe County Public Schools.

2. Duration of Agreement:

This Agreement commences on September 1st, 2023 and expires on September 30, 2024, unless terminated earlier as provided under Article 10 or renewed as provided under Article 11.

3. Bloomington Parks & Recreation Department:

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

4. Summer Star Foundation:

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

5. Fourth Grade Environmental Education Nature Day Project

Summer Star Foundation agrees to contribute up to a maximum of \$7,500 to BPRD’s costs relating to the Fourth Grade Environmental Education Griffy Lake Nature Day Project (the “Griffy Lake Nature Day Project”) for the 2023/2024 school year. The Griffy Lake Nature Day Project was modeled on the sixth grade Monroe County Community School Corporation Leonard Springs Nature Day Project, which provides all sixth grade students with a day spent in hands-on environmental education at Leonard Springs Park. The Summer Star Foundation contribution shall be used to permit fourth grade students in the Monroe County Community

School Corporation to participate in this project during the 2023/2024 school year, with preference to be given to students in schools within the City of Bloomington.

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

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

- a. BPRD shall oversee the design and implementation of the Griffy Lake Nature Day Project. The exact location and station topics will be determined during the planning phase. Teacher contacts will begin as soon as possible to ensure adequate preparation for teachers and student participants.
- b. Griffy Lake Nature Day Project activities will include environmental education based stations that incorporate local natural resources into the 4th grade curricula.
- c. BPRD shall perform student assessments, teacher and facilitator evaluations, and take photographs during program component.
- d. BPRD shall provide Summer Star Foundation with a planning report within fourteen (14) days from the beginning of the 2023/2024 school year. Such planning report shall identify any changes to the Griffy Lake Nature Day Project curriculum from prior years, schools that will participate in the Griffy Lake Nature Day Project and a budget of expenses.
- e. At the conclusion of the 2023/2024 school year, but no later than June 30, 2024, BPRD shall submit a written evaluation report to Summer Star Foundation, including a summary of the 2023/2024 school year's total expenditures and receipts for the Griffy Lake Nature Day Project, an evaluation of the Griffy Lake Nature Day Project effectiveness, and a summary of the assessments and evaluations. Summer Star Foundation shall then submit its contribution, as provided above, by July 20, 2024 to P.O. Box 100 Bloomington, IN 47402 Attention: Rebecca Swift.
- f. Should BPRD and the Monroe County Community School Corporation decide to continue and/or expand the Griffy Lake Nature Day Project for fourth grade students following the 2023/2024 school year, BPRD shall offer to Summer Star Foundation the opportunity to provide funding before other outside private sources of funding are sought or accepted. This provision shall not be interpreted to impose any obligation on Summer Star Foundation to continue or expand its support of the Griffy Lake Nature Day Project beyond its stated contribution under this Agreement for the 2023/2024 school year.

6. BPRD General Administration Responsibilities.

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

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

7. Summer Star Foundation Responsibilities.

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

8. Terms Mutually Agreed to By All Parties:

- a. The intent of this Agreement is to document a mutually beneficial relationship between Summer Star Foundation and BPRD.
- b. Summer Star Foundation is making the grant hereunder to BPRD in reliance on BPRD's agreement to administer the funds in accordance with the terms of this Agreement. Such monitoring shall include, without limitation, monitoring the Griffy Lake Nature Day Project supported by this Agreement to insure compliance with the provisions of the Agreement relating to the operation of the program.
- c. BPRD staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.
- d. The parties agree that Summer Star Foundation shall have no responsibility with respect to the operation of the programs described in this Agreement and shall have no liability to any party, BPRD employee, or participant in the programs relating to the operation or any other aspect of such programs. BPRD shall indemnify and hold the Summer Star Foundation harmless with respect to any loss resulting from claims of liability made against the Summer Star Foundation relating to the programs supported by this Agreement.

- e. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all parties.
- f. Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside City of Bloomington facilities and the consumption of alcoholic beverages on City of Bloomington property.
- g. Summer Star Foundation's obligation to make any future payments under this Agreement is conditioned on BPRD's fulfillment of its reporting obligations under this Agreement and its use of prior payments in accordance with the terms of this Agreement.
- h. The parties acknowledge and agree that this Agreement may be enforced by Summer Star Foundation.
- i. Each of the parties represents and warrants that it has full power and authority to enter into this Agreement and the individuals signing on behalf of such party are duly authorized to do so.

9. Notice and Agreement Representatives:

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

Bloomington Parks and Recreation

Paula McDevitt, Director
P.O. Box 100
Bloomington, IN 47402
Phone: 812-349-3711
Fax: 812-349-3705

Summer Star Foundation

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

AND

Jordana Schreiber, Esq.
Day Pitney LLP
One Federal Street, 29th Floor
Boston, MA 02110
Phone: 617-345-4608
Fax: 617-607-6070

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

Bloomington Parks and Recreation

Rebecca Swift, Natural Resources Coordinator
P.O. Box 100
Bloomington, IN 47402
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation

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

AND

Jordana Schreiber, Esq.
Day Pitney LLP
One Federal Street, 29th Floor
Boston, MA 02110
Phone: 617-345-4608
Fax: 617-607-6070

10. Termination:

Termination by mutual agreement: The partners may terminate this Agreement prior to September 30th, 2024, by mutual written agreement only.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, BPRD may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. BPRD shall notify Summer Star Foundation of any such termination and the reasons therefore in writing. If BPRD terminates the Agreement pursuant to this paragraph, Summer Star Foundation shall reimburse BPRD for any expenditures made pursuant to this Agreement prior to termination upon BPRD's written agreement to use any as yet unused materials for future Griffy Lake Nature Day sessions, or as otherwise agreed by the Parties.

11. Option for Renewal:

The parties have the option to renew this Agreement for any subsequent years by the mutual agreement of the parties and upon the same terms as provided herein or such other terms as

agreed to between the parties. Such renewal must be in writing, signed by the parties and delivered to the Notice and Agreement Representatives listed in Article 9. This provision shall not be interpreted to impose any obligation on the parties to renew this Agreement.

12. Non-Discrimination

Summer Star Foundation 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. Summer Star Foundation 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 Summer Star Foundation believes that a City employee engaged in such conduct towards Summer Star Foundation and/or any of its employees, Summer Star Foundation or its employees may file a complaint with the BPRD department head in charge of the Summer Star Foundation's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City of Bloomington 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.

13. E-Verify

Summer Star Foundation 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). Summer Star Foundation shall sign an affidavit, attached as Exhibit A, affirming that Summer Star Foundation 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.

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

Summer Star Foundation shall require any subcontractors performing work under this contract to certify to the Summer Star Foundation 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. Summer Star Foundation shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

14. Non-Collusion

Summer Star Foundation is required to certify that it has not, nor has any other member, representative, or agent of Summer Star Foundation, 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. Summer Star Foundation shall sign an affidavit, attached hereto as Exhibit B, affirming that Summer Star Foundation has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

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

**City of Bloomington Parks and
Recreation Department**


By:

By:

Shalin Liu, President

Paula McDevitt, Director

Kathleen Mills, President
Board of Park Commissioners

DocuSigned by:


Beth Cate, Corporation Counsel

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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.

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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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

EXHIBIT "B"

AFFIDAVIT REGARDING NON-COLLUSION

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

_____ has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by _____, 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.

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.

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-2 Date: 8-16-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: August 29, 2023
SUBJECT: CONTRACT WITH 858 INDUSTRIES FOR INSTALLATION OF SWITCHYARD PARK SPEAKERS

Recommendation

Staff recommend the approval of a contract with 858 Industries for the installation of sound equipment on the Switchyard Park Main Stage. This project will be funded with ARPA funds and is not to exceed \$6500. Work will be done the week of September 5th through the 8th.

Background

The Parks and Recreation Department purchased sound equipment in 2020 and 2023 that consisted of monitors, subwoofers and an amplifier that would be permanently placed on the Switchyard Park Main Stage. Now that we have purchased all of the required equipment we are ready to hang that equipment on the stage and 858 Industries has extensive experience with this work. 858 Industries will hang 2 speakers and 4 subwoofers on the stage.

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

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
858 INDUSTRIES
FOR
INSTALLATION OF SOUND EQUIPMENT- SWITCHYARD PARK STAGE**

This Agreement, entered into on this _____ day of _____ 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and 858 Industries (“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 September 29, 2023 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 SIX THOUSAND EIGHT HUNDRED DOLLARS (\$6800). 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:

LESLIE BRINSON
City of Bloomington Parks and Recreation
401 N MORTON STREET
BLOOMINGTON, IN 47401

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

Contractor shall 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	858 INDUSTRIES
Attn: LESLIE BRINSON	Attn: NICK ROBERTSON
401 N MORTON STREET	1706 N LINWOOD AVE
BLOOMINGTON, IN 47401	INDIANAPOLIS, IN 46218

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

DocuSigned by:

Beth Cate

EB7C9A5D6562447
Beth Cate, Corporation Counsel

858 INDUSTRIES

NICK ROBERTSON

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:

Hang two main PA speakers

Hang four subwoofers

Secure all cabinets for wind and end fire distance stability

Secure use of a lift for the days of installment

EXHIBIT B

“Project Schedule”

858 Industries is scheduled to be onsite September 5- 8, 2023.

EXHIBIT D

STATE OF _____)
) SS:
 COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
 Signature

 Printed Name

STATE OF _____)
) SS:
 COUNTY OF _____)

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

 Notary Public's Signature My Commission Expires: _____

 Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-3 Date: 8-16-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: August 29, 2023
SUBJECT: CONTRACT WITH ELECTRIC PLUS FOR ELECTRICAL WORK ON SWITCHYARD PARK MAIN STAGE

Recommendation

Staff recommend the approval of a contract with Electric Plus for the installation of conduit and the running of power at the Switchyard Park Main Stage. This project will be funded with ARPA funds and is not to exceed \$10,500. Work will be done the week of September 5th through the 8th in conjunction with the work of 858 Industries.

Background

Sound equipment will be installed on the Switchyard Park Main Stage and Electric Plus will be running the conduit and power to connect this equipment to the power amplifier that is located in the Maintenance Room at the stage. Electric Plus put in the electricity when the stage was built and has significant experience working on the stage and with the power available at the stage. They will run power from the existing fuse box as well as running the conduit for the speaker cables. Electric Plus will be in close communication with 858 Industries on the exact location of the installed equipment and power supply needs.

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

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ELECTRIC PLUS
FOR
ELECTRICAL WORK AT SWITCHYARD PARK STAGE**

This Agreement, entered into on this _____ day of _____ 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and ELECTRIC PLUS (“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 SEPTEMBER 29, 2023 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 TEN THOUSAND FIVE HUNDRED (\$10,500). 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:

LESLIE BRINSON
City of Bloomington Parks and Recreation
401 N. MORTON STREET, SUITE 250
BLOOMINGTON, IN 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

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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.

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

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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.

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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.

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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.

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

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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.

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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.

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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.

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	ELECTRIC PLUS
Attn: LESLIE BRINSON	Attn: CHRIS KELLEY
401 N MORTON STREET, SUITE 250	173 S CR 525 E
BLOOMINGTON, IN 47404	AVON, IN 46123

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



Beth Cate, Corporation Counsel

ELECTRIC PLUS

CHRIS KELLEY

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:

All electrical work per our walk through.

Installing conduit and wire out to speaker locations

Tele/data drop from equipment cabinet to outlet on steel beam in front on wall

Supplying lifts to do work on stage and at the corners beyond the stage

Carrying the roofer to seal around our conduit roof penetrations

Terminating the wires at the speakers

Firestopping

Labeling of electrical components

EXHIBIT B

“Project Schedule”

Work to be done between August 23rd and September 29th and in coordination with the contractor hanging the speakers (858 Industries).

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____



STAFF REPORT

Agenda Item: C-4
Date: 8-16-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: August 29, 2023
SUBJECT: REVIEW/APPROVAL OF CONTRACT WITH BSN SPORTS FOR
REPLACEMENT OF INDOOR SPORT FIELD AT THE TWIN LAKES
RECREATION CENTER

Recommendation

Staff recommends approval of the contract from BSN Sports for removal and replacement of the existing synthetic field surface at the Twin Lakes Recreation Center. The contract is not to exceed \$222,762.86 with funds from Parks Non-Reverting budget.

Background

The original synthetic turf field was replaced upon purchase of the Bloomington Sportsplex in 2009. Due to normal wear and high usage, the system is in need of replacement. Staff received quotes from two vendors for the replacement of the synthetic field surface. Three vendors were contacted, but one did not meet the affirmative action plan requirement by the City of Bloomington and was unable to submit a quote.

The two bids were as follows:

BSN Sports - \$222,762.86

Astroturf Corporation - \$223,038.00

RESPECTFULLY SUBMITTED,

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

Daren Eads, Sports Facility Coordinator
2023-January

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BSN SPORTS
FOR
INSTALLATION OF THE INDOOR SYNTHETIC TURF FIELD AT
THE TWIN LAKES RECREATION CENTER**

This Agreement, entered into on this _____ day of _____ 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and BSN SPORTS (“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 **January 7, 2024** unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Hundred Twenty Two Thousand Seven Hundred Sixty Two Dollars and Eighty Six Cents (\$222,762.86). 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:

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

Contractor shall 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	BSN SPORTS
Attn: Daren Eads	Attn: Brandon West
401 N. Morton, Suite 250	PO Box 841393

Bloomington, Indiana 47404	Dallas, Texas 75284-1393
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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

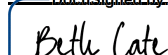
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter 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



Beth Cate, Corporation Counsel

BSN SPORTS

Brandon West, Regional Project Manager

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:

BSN will:

- a. Furnish and install B.A.T. Elite 1.65” Slit Film/Mono Blend Sports Turf Green to replace existing synthetic turf in soccer field area
- b. Furnish and install (FIFA Approved) Schmitz Pro Play Sport 20D performance shock pad below synthetic turf to be installed
- c. Furnish and install B.A.T. 1.65” Slit Film/Mono Blend Sports Turf White for markings on field. (Gola boxes and half circles, midfield lines and circle)
- d. Will provide B.A.T. Synthetic turf adhesive and Durafill/Envirofill pollymer coated sand infill to be top dressed into the synthetic turf fibers and groomed to distribute.

BSN Installation includes:

- a. Removal and dispose of existing synthetic turf and infill materials
- b. All floor prep and scraping of initial installation residue
- c. Installation of synthetic turf by glue down method
- d. All seams will be sealed and secured
- e. Installation of infill materials (Durafill/Envirofill pollymer coated sand)
- f. Power grooming of new turf to split fibers and distribute infill materials
- g. All site clean up

EXHIBIT B

“Project Schedule”

Project is scheduled to begin on or after December 26, 2023, with a completion by 11:59 pm on January 7, 2024. A detailed project schedule will be available after approved contract by the Board of Park Commissioners.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ 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 D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item C-5 Date: 8-16-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Mark Sterner, General Manager - Twin Lakes Recreation Center
DATE: August 29, 2023
SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT BLOOMINGTON SOCCER, LLC

Recommendation

Staff recommends approval of this agreement. The total revenue from this agreement is approximately \$40,000 annually. It is deposited into TLRC operations of 201-18-185000-43220.

Background

Bloomington Soccer has operated a successful and well respected youth and adult soccer program at the Twin Lakes Recreation Center (formerly the Bloomington Sportsplex) since the facility opened in 1999. Ownership of Bloomington Soccer switched from Chris Doran to David Prall at the beginning of 2018. These programs have included developmental programs for youth as well as recreational and competitive soccer leagues for youth and adults. The role of this partnership is to assist David Prall in continuing to offer these programs to the Bloomington community. This provides quality soccer programming for members of the community as well as significant field rental revenue for the Twin Lakes Recreation Center. This is the 15th year of the partnership between Bloomington Soccer, LLC and BPRD. We have no changes to the agreement. Staff recommends approval.

RESPECTFULLY SUBMITTED,

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

Mark Sterner
General Manager, Twin Lakes Recreation Center



COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this ____ day of _____, 2023, by and between the Bloomington Parks and Recreation Department (BPRD) and Bloomington Soccer League, LLC (Bloomington Soccer), WITNESSETH:

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

WHEREAS, there is a need for a recreational soccer program, and BPRD and Bloomington Soccer desire to cooperate in the provision of soccer programs for the general public; and

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

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

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

NOW THEREFORE, the parties do mutually agree as follows:

1. Purpose of Agreement

This agreement outlines a program partnership which will provide an affordable and effective program, designed to provide the Bloomington community developmental soccer programs and recreational soccer leagues by combining available resources from each party to the agreement.

2. Duration of Agreement

This agreement shall be in full force and effect from the date of approval of both parties until May 31, 2024 unless terminated earlier as provided herein.

3. Duties of BPRD: BPRD agrees to:

- a. Allow the user group access to the Twin Lakes Recreation Center sport turf on established dates as times established between each party;
- b. Allow the user group access to Twin Lakes Recreation Center sport turf specified on the dates and at the times set forth at a partnership rate of \$65 per hour;

- c. Parks and Recreation staff will be on site to open and close the facility and assist with facility-related matters at the Twin Lakes Recreation Center. No BPRD staff will be specifically assigned to the user group.
- d. Provide the services of the General Manager as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- e. Respond to citizen reports (see Section 4.f. below) within 24 hours of receipt.
- f. BPRD shall provide for limited promotion/advertising to include space in BPRD's Fall, Winter, and Spring seasonal program guides. This shall include program descriptions, dates, times, registration information, and contact information specific to the facilitated user group.

4. Goals and Duties of Bloomington Soccer

The goals of Bloomington Soccer are to offer instructional and recreational soccer programs for the community at large. Bloomington Soccer hereby agrees to:

- a. Maintain close contact with the General Manager;
- b. Agree to have all adults (18 and over) coaching, or volunteering with the program submit to a local and state criminal history check at the cost of the user group.
- c. Insure that competition on the turf field is concluded by 11:00pm.
- d. Pay turf usage fees as specified in the above rates. Failure to pay fees by the date specified below will result in a late charge of \$100 for each month late and denial of access to facilities.

Billing Period	Payment Due
September 1 – November 18	November 18, 2023
November 19 – December 16	December 16, 2023
December 17 – February 17	February 17, 2024
February 18 – May 31	May 31, 2024

- e. List the Parks and Recreation Department on all publicity and promotional materials developed by user group as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Twin Lakes Recreation Center's General Manager for approval prior to distribution to the public.
- f. Any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues will be referred to Parks and Recreation on the designated form within 24 hours of observation. Forms are available through the BPRD's on-site staff.

- g. Obtain legally binding liability waivers from all participants, which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that Bloomington Soccer fails to secure such waivers, it shall hold BPRD and the City of Bloomington harmless from any and all such claims.
- h. Name the City of Bloomington as additional insured on its general liability policies and shall provide BPRD with certificate of insurance prior to September 1, 2023.
- i. Bloomington Soccer is required to comply with all Covid 19 protocols pursuant to Monroe County Health Department, State of Indiana, and CDC guidelines.

5. Behavior

The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.

6. BPRD Review of Bloomington Soccer's Program

Bloomington Soccer is recognized as having the ability to conduct soccer programs safely and effectively. BPRD shall have the right to review risk management, agreement terms, coaching, and player behavior and service quality issues.

7. Notice and Agreement Representatives.

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

David Prall
2020 E. Kensington Place
Bloomington, IN 47401
812-361-7986

Bloomington Parks and Recreation
Mark Sterner
P.O. Box 848
Bloomington, IN 47402
(812) 349-3768

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

David Prall
Bloomington Soccer League, LLC

Mark Sterner
Facilities Manager

8. Termination

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

9. Insurance and Indemnity

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

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

10. E-Verify

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

Bloomington Soccer 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. Bloomington Soccer 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 Bloomington Soccer believes that a City employee engaged in such conduct towards Bloomington Soccer and/or any of its employees, Bloomington Soccer or its employees may file a complaint with the City department head in charge of the Bloomington Soccer'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.

11. Covid-19

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

reasonable alternative means of performance under the Agreement. Parks shall notify Bloomington Soccer if any such termination and the reasons therefore in writing.

12. Non-Collusion

Bloomington Soccer is required to certify that it has not, nor has any other member, representative, or agent of Bloomington Soccer, 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. Bloomington Soccer shall sign an affidavit, attached hereto as Exhibit B, affirming that Bloomington Soccer has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

BLOOMINGTON SOCCER

By: _____
David Prall

BLOOMINGTON PARKS AND RECREATION

By: _____
Paula McDevitt, Director
Parks and Recreation

Kathleen Mills, President
Board of Park Commissioners

DocuSigned by:


Beth Cate
Corporation Counsel

Exhibit A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT “B”

AFFIDAVIT REGARDING NON-COLLUSION

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

_____ has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by _____, 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.

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.

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: 8-16-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: August 29, 2023
SUBJECT: REVIEW/APPROVAL OF CONTRACT WITH LIVEBARN FOR FRANK SOUTHERN ICE ARENA

Recommendation

Staff recommends approval of the contract with **LiveBarn** for the automated online broadcast service of home hockey games (Blades High School Hockey, Blades Travel Hockey, IUD2 Hockey and IUD3 Hockey) at the Frank Southern Ice Arena.

Background

LiveBarn is a zero cost, completely automated solution for viewing youth and amateur athletic events in any size facility. It is subscription based to access Live Stream and On Demand broadcasts. The LiveBarn IOS App allows subscribers to access the service on many mobile devices.

The hardware, internet,* installation, maintenance, monthly cloud storage, venue support, customer service, unlimited live streaming will be provided at no cost to Bloomington Parks and Recreation.

30% revenue share will be paid to FSC on all facility-generated subscriptions.

Live Barn is an official sponsor of USA Hockey.

RESPECTFULLY SUBMITTED,

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

Dee Tuttle, Sports Facility/Program Manager

2023-January

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
LiveBarn
FOR
Frank Southern Ice Arena**

This Agreement, entered into on this _____ day of _____ 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and LiveBarn (“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. The Scope of Work is largely outlined in LiveBarn’s attached Venue Agreement. The parties agree that paragraph 7.7 of the LiveBarn Venue Agreement does not apply, and should there be any conflicting provisions between this Agreement and the LiveBarn Venue Agreement, this Agreement shall control.

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 15, 2023 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Dee Tuttle, 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

Revenue generated from the Automated Online Broadcast Service will be the property of LiveBarn; however, LiveBarn will supply the Frank Southern Ice Arena Manager, Dee Tuttle, with a unique code to enable it to market and solicit new memberships for LiveBarn, for which LiveBarn will pay Bloomington Parks and Recreation thirty percent (30%) of the revenues generated from these memberships over the full lifetime of these memberships, during the term of this Agreement. The above code will enable Bloomington Parks and

Recreation to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Frank Southern Ice Arena on a quarterly basis.

Article 5. Appropriation of Funds

The above payments to Bloomington Parks and Recreation will only apply to LiveBarn memberships originated with the unique code allocated to Frank Southern Ice Arena. LiveBarn will pay Bloomington Parks and Recreation its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. The Frank Southern Ice Arena Manager will communicate with and receive LiveBarn's various local marketing initiatives (including social media).

Article 6. Schedule

Contractor shall perform the Services according to the schedule set forth in Exhibit A, 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 and Renewal

In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligation under this Agreement, the receipt and sufficiency of which is hereby acknowledged, Bloomington Parks and Recreation hereby declares and agrees that for the initial period of six (6) years, and all renewal periods, from the commencement date of the Term, and notwithstanding the termination of this Agreement by FSC, for any reason, LiveBarn shall have the absolute exclusivity to broadcast Content from each of the Ice Rink Sheets using unmanned operated cameras. For greater certainty, the said exclusivity shall apply for the six (6) year period even if Bloomington Parks and Recreation elects to terminate this Agreement.

The term of this Agreement commences on the date hereof and continues until the six year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

Notwithstanding the foregoing, but subject to Subsection 3.1 of the LiveBarn Venue Agreement, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party. Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location. Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

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	LiveBarn
Attn: Dee Tuttle	Attn: Jake Esposito
401 N. Morton Suite 250	1010 Sainte-Catherine O,
Bloomington Indiana 47402	Montréal, QC H3G 1R3, Canada

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

LiveBarn

Beth Cate, Corporation Counsel

Jake Esposito, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

For the scope of work to be performed, please review Section 1: Automated Online Broadcast Service of LiveBarn’s Venue Agreement, attached.

EXHIBIT B
“Project Schedule”

All equipment to be installed and running properly by October 15, 2023.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

9
Mid Service Contract

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

DATE:

BETWEEN: LIVEBARN INC. ("LiveBarn")

and

_____ ("Venue Owner")

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Ice Rink Sheet described in the attached Schedule "A" (each being an "Ice Rink Sheet") a fully automated sports broadcasting system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Broadcast Service");

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

1 AUTOMATED ONLINE BROADCAST SERVICE

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Broadcast Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal broadcast quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one TV which will display a combination of LiveBarn highlights and a live feed, as well as additional LiveBarn information.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 All content broadcast using the Automated Online Broadcast Service, including the video and audio relating to all sports and recreational activities occurring on each Ice Rink Sheet (collectively, the "Content"), will be made available to LiveBarn's subscribers on a monthly subscription basis, subject to sections 1.7 and 1.8 below. LiveBarn will determine the pricing for its offerings of the Automated Online Broadcast Service. From time to time LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Broadcast Service will be the property of LiveBarn; however, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for LiveBarn, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from these memberships over the full lifetime of these memberships, during the term of this Agreement. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

1.6 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to broadcast the Content for all purposes and in any manner it determines in its sole discretion, including by providing its broadcast signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the Automated Online Broadcast Service, subject to sections 1.7 and 1.8 below.

1.7 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to "blackout" any particular dates or time periods from being broadcast on any selected Ice Rink Sheet (the "Blackout Restrictions").

1.8 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any broadcasts from its Venue to a pre-selected potential audience for privacy purposes.

1.9 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.10 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

2 TERM AND TERMINATION

2.1 The term of this Agreement commences on the date hereof and continues until the six year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

3 EXCLUSIVITY

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that for the initial period of six (6) years, and all renewal periods, from the commencement date of the Term, and notwithstanding the termination of this Agreement by the Venue Owner, for any reason, LiveBarn shall have the absolute exclusivity to broadcast Content from each of the Ice Rink Sheets using unmanned operated cameras. For greater certainty, the said exclusivity shall apply for the six (6) year period even if the Venue Owner elects to terminate this Agreement pursuant to Subsection 2.2 above prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Broadcast Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction

against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

4 SUPPLY OF AUTOMATED ONLINE BROADCAST SERVICE

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Broadcast Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Broadcast Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Broadcast Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to venuesupport@livebarn.com as soon as it becomes aware of any interruption or malfunction with the Automated Online Broadcast Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

5 NOTICE TO PUBLIC

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn broadcasting at the Venue and requiring such parties to notify all their users of the Venue of this.

6 MARKETING

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30 minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

7 GENERAL

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$2,000,000 of General Liability Insurance, \$2,000,000 in

Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will become a Certificate Holder, with its name and location included in such insurance policies.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at venuesupport@livebarn.com, fmiller@livebarn.com, ray@livebarn.com, and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties, and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of New York. Any disputes shall be heard in the courts of the State of New York.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

Per: _____

VENUE OWNER

Per: _____

Print Name:

Date:

SCHEDULE A (REQUIRED)

Venue Name and Address:

We require one point of contact to initiate communication with for each venue. This person will receive a request to complete an online form that gathers information about the venue and points of contact.

Name of Each Rink:

(i.e. Rink #1 or Main Rink)

Primary Contact - Venue General
Manager or Decision Maker:

Name:

Work Number:

Cell Phone:

Email Address:

Venues 9 Digit Tax Id #

(EIN): _____

We require the Tax ID number in order to ship hardware from Canada to the USA (This helps speed up the shipping and installation process).



STAFF REPORT

Agenda Item: C-7
Date: 8-16-2023

Administrator
Review\Approval

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: August 29, 2023
SUBJECT: PRICE SCHEDULE ADJUSTMENT TO HOLIDAY MARKET ELECTRICITY FEE

Recommendation

Staff recommends increasing the optional electricity fee for the 2023 Holiday Market from \$10.00 to \$15.00. This change is recommended after further review of the availability of electricity on site at the Holiday Market and the number of artists that have opted to pay for electricity over the past 3 years.

Background

The 21st annual Holiday Market takes place Saturday, November 25th from 10 a.m. to 3 p.m. at Bloomington's City Hall, Showers parking lot, and Fernandez Plaza. This annual holiday event that takes place the Saturday following the Thanksgiving holiday each year and gives the community an opportunity to shop locally from local artists, farm vendors, and local product vendors.

The electric fee for this event has not been increased in over 10 years.

RESPECTFULLY SUBMITTED,

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

Crystal Ritter, Community Events Coordinator



STAFF REPORT

Agenda Item: C-8 Date: 8-16-2023

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: August 29, 2023
SUBJECT: CONTRACT WITH BLUESTONE TREE, LLC FOR MEDIAN STREET TREE PLANTING

Recommendation

Staff recommends the approval of a contract with Bluestone Tree LLC to plant twenty one trees in four street medians around Bloomington.

Amount: \$36,038.00

Funding Source: 980-18-18018C-54510

Background

The medians in W. Third, W. Second, S Henderson, and College Mall roads have all experienced tree loss in recent years. This contract draws upon the bicentennial tree fund to replace the lost trees in these sections, which promotes canopy growth and heat island reduction. Having a contractor conduct this work in these medians will allow the work to be expedited, minimizing lane closures and delays and the risk factor of staff working in these busy roads.

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
BLUESTONE TREE LLC
FOR
MEDIAN STREET TREE PLANTING**

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before 12/31/23 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 Thirty Six Thousand and Thirty Eight Dollars and Zero Cents (\$36,038.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Haskell Smith, Urban Forester
City of Bloomington Parks and Recreation
401 N Morton St, Suite 250
Bloomington IN 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity

or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person

who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	Bluestone Tree LLC
Attn: Haskell Smith	Attn: Simon Normile
401 N Morton St Suite 250	3090 S Walnut St
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. Option for Renewal

This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

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

Article 29. Living Wage Ordinance. Contractor is considered “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.

CITY OF BLOOMINGTON

DocuSigned by

Beth Cate

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Beth Cate, Corporation Counsel

Bluestone Tree LLC

Jerad Oren, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

1. The Contractor shall plant trees in locations identified by the City of Bloomington’s Urban Forester. All locations are within City street medians. Approximate addresses are listed below in “Site Locations and Species Desired”. All sites will have a Treekeeper number that can also be referenced that way.
2. The tree species desired to be planted are listed next to the location, substitutions are possible with approval from the Urban Forester.
3. The Contractor is being asked to provide a lump sum price for the planting of 21 trees (listed below in “Site Locations and Species Desired”).
4. The Contractor will contact 811 to have underground utilities marked before digging for all sites.
5. The Contractor will have to obtain appropriate Right of Way permits from the Engineering Department.
6. The Contractor shall follow all ANSI Z133.1 standards for tree worker safety, and other applicable ANSI A300 standards.
7. The Contractor shall plant either 25 gallon containerized or ball-and-burlap. Trees shall have a caliper of 2 to 2.5 inches if using containerized or ball-and-burlap.
8. Contractor shall follow the tree planting instructions as follows for all tree planted
 - a. Inspect the tree - Contractor shall carefully remove the soil at the top of the container or root ball to locate the trunk flare. Check for girdling roots and damage to the root system and lower trunk. Only trees of acceptable quality are to be used for planting.
 - b. Site prep- Stump removal or old root ball removal may be necessary
 - c. Dig the hole - The hole may be a minimum of 1.5 times the diameter of the container or rootball diameter. The center of the planting hole must be excavated to the depth of the bottom of the rootball to the trunk flare. Dig the hole and leave an undisturbed “pedestal” in the center to allow for future soil settling. Any site with underground utilities within 3 feet shall be hand dug, or use of equipment such as a vacuum truck is also acceptable. If utilizing a vertical auger for digging site, the Contractor must backfill the hole and tamp the soil, as necessary, to establish an appropriate planting depth.
 - d. Rootball preparation - Loosen and straighten outside and bottom roots prior to placing the rootball in the hole. The rootball may be up to 1 inch above or below

ground level. Winding and girdling roots shall be pruned to either the point they are perpendicular to the rootball, or a point where they can be straightened and placed perpendicular to the rootball. Remove burlap and twine from top of rootball, remove any synthetic material. Keep the roots moist during this process.

- e. Backfill –After tree placement, backfill the hole with the soil removed from the site, holding the trunk and central leader to ensure a straight upright position. Fill the entire hole level with existing soil grade. Root flare shall be within one inch of existing surrounding soil grade. If any soil is remaining, such as a soil ring around the tree from auguring, this is to be removed. In the event that the soil removed is not enough to fill hole to surrounding grade, contractor shall remediate issue by the addition of loam soil, or high organic content soil to finish grade.
- f. Staking - Remove the nursery stake and any associated ties, twine or tags from the tree, if present. Where possible a root anchor product is preferred. Otherwise install four stakes in a diamond or square around tree, at least 2 feet into the native soil outside the rootball. One tie per stake must be placed at the lowest point on the trunk where the tree crown stands upright. Ties must be loose enough so the tree can move in the wind, but taut enough that the tree does not rub the stakes during movement.
- g. Mulch - Apply 2-4 inches deep of bark mulch or other organic mulch over the planting hole, remaining at least 4 inches away from the trunk flare.
- h. Watering - After planting and staking the tree, apply water using a lower pressure application for a time long enough to saturate the rootball and planting area. Install a watering bag, such as a TreeGator to all trees planted.

Site Locations and Species Desired:

Location	Species desired	Treekeeper Number
1307 S Henderson St	Bonnie and Mike Swamp white oak	31463
1305 W Bloomfield Rd	American Elm Cultivar	38754
1305 W Bloomfield Rd	American Hornbeam	38747
1305 W Bloomfield Rd	American Hornbeam	38732
1305 W Bloomfield Rd	American Elm Cultivar	37723
1601 W 3 rd St	Sentry Linden	50594
1601 W 3 rd St	Sentry Linden	50595
W 3 rd	Bonnie and Mike Swamp White Oak	40422
W 3 rd	Prairie Sentinel Hackberry	39339
W 3 rd	Prairie Sentinel Hackberry	39332
W 3 rd	Bonnie and Mike Swamp White Oak	39305

College Mall Rd	American Elm Cultivar	50596
College Mall Rd	Sentry Linden	48466
College Mall Rd	American Hornbeam	48493
College Mall Rd	American Hornbeam	48546
College Mall Rd	American Elm Cultivar	48514
1204 W 2 nd	Prairie Sentinel Hackberry	47489
1204 W 2 nd	Bonnie and Mike Swamp White Oak	47483
1204 W 2 nd	Prairie Sentinel Hackberry	47511
1204 W 2 nd	Bonnie and Mike Swamp White Oak	47492
1204 W 2 nd	Prairie Sentinel Hackberry	47479

Species and size desired is the first choice, however substitutions in size and species will accepted due to availability with Urban Forester approval. Locations may be altered slightly with Urban Forester approval.

EXHIBIT B

“Project Schedule”

Any and all work is to be completed by December 31st, 2023.

STATE OF INDIANA)
)SS:
COUNTY OF)

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

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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 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-9
Date: 8-16-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: August 29, 2023
SUBJECT: CONTRAC WITH DAVEY RESOURCE GROUP FOR REINVENTORY OF 5033 SITES AND BUILDING AN ADDITONAL LAYER IN TREEKEEPER

Recommendation

Staff recommends approval of this contract with Davey Resource Group to re-inventory two council districts, totaling 5033 trees. As well as to build a new layer in treekeeper to help us track our Natural Areas, and the work we do in them.

Amount: \$43,980.50

Funding source: 200-18-189503-53170

Background

In 2019 Davey Resource Group conducted a city wide tree inventory, which has proved to be invaluable to our Urban Forestry department. To be able to manage anything, the first step is often determining the city owned trees and the condition they are in and trees change over time. This work will allow Urban Forestry staff and the public to keep updated records on areas of growth or loss, and to address each instance. This is part of a longer term plan to re-inventory the urban forest every ten years, by re-inventorying about one third of the trees every three years.

RESPECTFULLY SUBMITTED,

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

Haskell Smith, Urban Forester

2023-January

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Davey Resource Group, INC
FOR**

REINVENTORY OF 5033 SITES and BUILDING AN ADDITIONAL LAYER IN TREEKEEPER

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

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 March 31, 2024 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Haskell Smith, 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 Forty Three Thousand Nine Hundred Eighty Dollars and Fifty Cents (\$43,980.50). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Haskell Smith, Urban Forester
City of Bloomington Parks and Recreation
401 N Morton Suite 250
Bloomington IN, 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

Notwithstanding anything to the contrary, "Intellectual Property" does not include any of Contractor's proprietary software and intellectual property owned by or licensed to Contractor prior to the Effective Date, or created or developed outside the scope of this Agreement, including all additions, enhancements, and derivatives thereto (collectively, "Contractor's Intellectual Property"). As between Contractor and the Department, Contractor is and will remain the exclusive owner of all of Contractor's Intellectual Property, and the Department shall not obtain any ownership or rights to Contractor's Intellectual Property. All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services, with exception of Contractor's Intellectual Property, 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

To the extent permitted by law, 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 to the extent caused by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). 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.

The services DRG will be providing under this Agreement include the assessment of living objects (trees), which are subject to change. As such, DRG's assessment is valid only for one year after the assessment is completed. The City shall not rely on DRG's assessment regarding a tree's condition or safety after the one-year validity period.

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 combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a 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 limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	Davey Resource Group, INC
Attn: Haskell Smith	Attn: Aren Flint
401 N Morton Suite 250	5641 W 73 rd St
Bloomington IN 47404	Indianapolis IN, 46278

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

Article 28. Option for Renewal

This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way, with the exception of the Contractor's fee schedule, found on page nine of the attached Exhibit H. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term. Contractor reserves the right to provide updated pricing and fee schedule for each renewal period, but must provide the updated pricing and fee schedule at least fifteen (15) days prior to the end of the current term.

Article 29. Living Wage Ordinance. Contractor is considered "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 G; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

Article 30. Force Majeure

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable or responsible to the Department, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if Contractor's failure or delay is caused by or results

from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of Contractor.

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

CITY OF BLOOMINGTON

Designed by:

Beth Cate

EB7C9A5D6563447
Beth Cate, Corporation Counsel

Davey Resource Group, INC

Karen Wise, Executive Vice President

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Davey Resource Group shall provide the City of Bloomington an update of their inventory. This will include all trees and stumps, while excluding planting sites. The area's to be inventoried are in the City street rights-of-way (ROW) or City parks in council districts 1 and 3. Based on previously collected data, Davey Resource Group anticipates updating 5,033 sites. All fields of data have been updated and added as requested by the City of Bloomington: see Exhibit E for a complete list of data fields to be updated.

Davey Resource Group will also build the requested natural areas layer in Treekeeper for the City of Bloomington; data fields for this layer can be found in Exhibit F.

EXHIBIT B

“Project Schedule”

All work to be completed by March 31, 2024.

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 – Re-inventory Data Fields

For Bloomington's re-inventory, Davey Resource Group will collect and update the following data fields:

1. Address/Location
2. Species
3. Tree size
4. Condition
5. Primary Maintenance
6. Defects
7. Tree risk assessment and rating
8. Further inspection
9. Date of inventory

Exhibit F – New Layer Inventory Fields (Natural Areas)

For Bloomington's New Layer in Treekeeper Davey Resource Group will build a layer containing the following data fields.

1. Address/ Location
2. Type
3. Site Comments
4. Inventory Date
5. Composition Type
6. Restoration Potential
7. Primary Maintenance needs
8. Primary Maintenance needs
9. Further Inspection Required
10. Maintenance/ Inspection Comments

EXHIBIT “G”

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-10 Date: 8-16-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: August 29, 2023
SUBJECT: CONTRACT WITH WEST INC. TO DELINEATE WETLANDS AND WATERBODIES AT GRIFFY LAKE

Recommendation

Staff recommend approval of a contract with West Inc. for wetland delineation on the east end of Griffy Lake.

Amount: \$10,153
Source: 200-18-184000-53990

Background

This project will determine the extent of wetlands and waterbodies east of Headley Rd. in and around Griffy Lake. This delineation is being done both because this is the last remaining section to delineate east of the causeway, and in preparation for the exploration and potential construction of an accessible wetland trail at Griffy Lake Nature Preserve. Delineation is necessary for some DNR approvals and in order to pursue certain related grant opportunities.

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
WESTERN ECOSYSTEMS TECHNOLOGIES (WEST Inc.)
FOR
WETLAND AND WATERBODY DELINEATION AT GRIFFY LAKE**

This Agreement, entered into on this 22nd day of August, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and WEST Inc. ("Contractor").

Article 1. Scope of Services

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

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed TEN THOUSAND ONE HUNDRED AND FIFTY-THREE DOLLARS (\$10,153). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

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

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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.

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

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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	WEST INC
Attn: STEVE COTTER	Attn: EMILY STULIK
PO BOX 848	400 West 7th Street, Suite 200
BLOOMINGTON, IN 47402	Bloomington, Indiana 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Beth Cate

Beth Cate, Corporation Counsel

WEST INC.

Travis Brown, Ecologist

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:

SCOPE OF WORK Task 1.

Wetland and Waterbody Delineation The wetland and waterbody delineation will include an initial desktop assessment, field surveys, and report preparation. Details for each subtask are provided below.

Task 1.1. Desktop Assessment Prior to Field Delineations

WEST will review publicly available data to inform potential wetland and WOTUS resources within the project.

Task 1.2. Wetland and Waterbody Field Delineation

WEST will use the results of the desktop assessment to develop a targeted field plan and will use professional judgement to identify and delineate wetlands and waterbodies within the project.

Surveys will be conducted using a sub-meter accurate Global Positioning System (GPS) unit and/or equipped tablet. WEST will document all wetland conditions on the USACE Eastern Mountains and Piedmont data forms (Appendix C of the regional supplement). Photographs will be taken at each sample point and delineated feature regardless of potential jurisdiction. Biologists will make informal, preliminary determinations whether all or portions of wetland and waterbodies are likely to be considered WOTUS by the USACE based on the current definition; focusing on the presence of an ordinary high water mark as defined by a clear bed and bank, evidence of flow, and/or presence of areas that meet the USACE criteria for wetlands. Waters adjacent to traditionally navigable waters will also be considered jurisdictional.

Task 1.3. Delineation Report WEST will prepare a wetland/waterbody delineation report after field surveys are complete. The report will meet the USACE standards. Given the recent Sackett v. EPA decision and expected forthcoming regulatory guidance, the delineation report will clearly describe rationale used to assign the likely jurisdictional status for WOTUS in the project. The report will include descriptions for all wetland and waterbody features identified in the field, data forms, photographs, and figures depicting each delineated feature plotted on an aerial background. Preliminary spatial data will be provided to the Department within two weeks after fieldwork completion, to facilitate planning. A draft version of the report, including spatial data, will be provided to the Department within six weeks of completing the field surveys. A finalized version of the report and shapefile package will be provided within two weeks of receiving comments from the Department.

EXHIBIT B

“Project Schedule”

The Griffy Lake Wetland Delineation Project will be completed by December 31, 2023.

EXHIBIT D

STATE OF _____)
) SS:
 COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
 Signature

 Printed Name

STATE OF _____)
) SS:
 COUNTY OF _____)

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

 Notary Public's Signature My Commission Expires: _____

 Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-11
Date: 8-16-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: August 29, 2023
SUBJECT: CONTRACT WITH JAMES HALL FOR HISTORY CONSULTATION FOR LOWER CASCADES PARK

Recommendation

Staff recommends approval of a contract with James Hall for history consultation work related to Lower Cascades Park.

Amount: not to exceed \$5,400

Funding source: 980-18-18018B – 54510 Project Code: 980 2020B

Background

This contract is for outstanding follow up work to be completed by J.P. Hall, a professor at Ball State University, to acquire the National Register of Historic Places designation for Lower Cascades Park. This work is related to (and was required) as part of the Lower Cascades Trail Phase 5 and Streambank Stabilization project in 2022. In 2021, a contract addendum was made with Eagle Ridge Civil Engineering to complete this work for \$36,000. Most of the work is complete, but the nomination is awaiting state review and \$5,400 of the work is outstanding and yet to be billed. Eagle Ridge Civil Engineering is changing ownership so Parks is contracting directly with J.P. Hall to complete this work. This is not a new financial obligation for Parks, but the outstanding funds will be paid directly to J.P. Hall instead of to Eagle Ridge Civil Engineering. State review of the nomination packet is expected in fall 2023.

RESPECTFULLY SUBMITTED,

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

Tim Street, Operations and Development Division Director

2023-January

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
JAMES HALL
FOR
HISTORY CONSULTATION SERVICES FOR LOWER CASCADES PARK**

This Agreement, entered into on this _____ day of _____ 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and James Hall ("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 12/1/24 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

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City of Bloomington Parks and Recreation
400 N Morton St., Suite 250

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.

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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.

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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.

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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.

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

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	J.P. Hall
Attn: Tim Street	2501 W. Twickingham Dr.
401 N Morton St., Suite 250	Muncie, IN 47304
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.

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

CITY OF BLOOMINGTON

DocuSigned by:

FB7C0A5D6563447...
Beth Cate, Corporation Counsel

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

James Hall

Signature

Print Name & Title

EXHIBIT A

“Scope of Work”

The Services shall include the following:

The consultant has already completed work to submit Lower Cascades Park to the National Register of Historic Places. This contract is for the remaining scope for the consultant to handle any comments or clarifications needed after the state completes its review of the application (likely late 2023 or early 2024) in order to secure designation on the National Register of Historic Places.

EXHIBIT B

“Project Schedule”

All work is to complete by December 31, 2024.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-12 Date: 8-16-2023

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: August 29, 2023
SUBJECT: ENCROACHMENT AGREEMENT WITH WININGER CONSTRUCTION, INC.
FOR RAIL TRAIL CONNECTION

Recommendation

Staff recommends approval of an encroachment agreement with Wininger Construction, Inc. to build a connection from their property to the Bloomington Rail Trail.

Background

Wininger Construction is developing a new neighborhood, Southern Meadows, just east of the intersection of S. Rogers St. and That Rd. The developer has built a multi-use trail along the west side of their neighborhood, running north across the Clear Creek to the edge of Parks property. This encroachment agreement will allow the developer to build a soft-surface trail connection to the Bloomington Rail Trail largely along a parallel abandoned railway bed. The connection will be approximately 900 feet long. When complete, the department will inspect the work, and, when accepted, will assume responsibility for the portion located on Parks property, while the developer will maintain the trail on their owned property. See image below for the location of this connector trail.w



RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads 'Tim Street'. The signature is fluid and cursive, with the first and last names being clearly legible.

Tim Street, Operations and Development Division Director

2023-January

**AGREEMENT REGARDING TEMPORARY ENCROACHMENT
ONTO THE BLOOMINGTON RAIL TRAIL**

This Agreement, dated this ____ day of _____, 20__, by and between Wininger Construction, Inc. (“Developer”) and the City of Bloomington (“City”), WITNESSETH:

WHEREAS, Developer is developing a property colloquially referred to as the “Southern Meadows” neighborhood, located just east of the intersection of S. Rogers St. and That Rd. in Bloomington, Indiana (“Property”); and

WHEREAS, Property is immediately adjacent to property owned by the City known as the Bloomington Rail Trail (“City Property”), and Developer desires to encroach onto the City Property with a trail as more specifically depicted in Attachment A, attached hereto and incorporated herein by reference (the “Encroachments”); and

WHEREAS, the City intends to accept responsibility for operating and maintaining the portion of trail on City property once Developer completes the trail and meets the construction specifications contained herein.

NOW THEREFORE, in consideration of the Developer’s ability to temporarily encroach onto the City Property as described herein, Developer, its officers, directors, agents, employees, and members, do hereby acknowledge, covenant, and agree to the following terms and conditions:

1. This Agreement shall apply only to the Developer and cannot be transferred to a different Developer.
2. Trail construction specifications:
 - a. The trail will be built along the corridor indicated in Attachment A. Approximately 500 feet will be built onto the property owned by the City. A connection will be made to the Bloomington Rail Trail at the northern end of the construction limits.
 - b. Any construction completed in the Floodway requires a permit from the Indiana Department of Natural Resources; Developer shall provide said permit to the City before construction on City property begins.
 - c. Developer shall coordinate the start date for construction on City property with the City.
 - d. Developer shall notify the City of any trees to be removed from City property so they can be reviewed and appropriately posted for removal per City code requirements by the City’s Urban Forester.
 - e. The trail is being built on an abandoned rail bed. The rail bed will be scrubbed of vegetation and leveled. Between five and six inches of #53 stone will be installed, leveled, and compacted. The trail shall be finished with between one and two inches of compacted quarter minus stone.
 - f. The trail will be 10 feet wide. The trail will not have drop-offs along either side of a slope greater than 3:1.
3. During construction and until the trail is accepted by the City in writing, Developer accepts responsibility for the maintenance, repair, property working conditions, and all expenses associated with the Encroachment. Specifically, Developer or Developer’s designee shall maintain the Encroachment in good repair and take such other measures as are reasonably necessary to maintain the Encroachment in good, clean condition which shall include Developer’s right to block access to those portions of the trail on which Developer is working or on which Developer is working in close proximity.
4. When the trail construction is complete, Developer will notify the City’s representative, Tim Street, Operations and Development Division Director for Bloomington Parks and Recreation. The City will inspect that the trail meets the trail construction specifications. Once all conditions are reasonably met, the City will notify the Developer in writing that the trail has

been accepted. At that point, the Developer’s responsibilities for the maintenance, repair, and all expenses associated with the Encroachment will cease. The Developer will continue to be responsible for any trail(s) located on property owned by the Developer’s sister company, SOMO Development Company, LLC. The City will continue to connect to Developer-owned trails provided they remain in safe and good condition.

5. The City may alter the terms and conditions of the Encroachments to address unanticipated problems or may even revoke permission to temporarily encroach if the City determines the Encroachments are undesirable in terms of the general welfare of the City or City Property.

6. The City’s approval of the Encroachment(s) does not relieve Developer from any provisions of any applicable zoning or other ordinance or statute that may apply to the City Property.

7. Developer agrees for itself and its successors in interest to release and forever discharge, indemnify and hold harmless the City of Bloomington, its departments, officers, agents, employees, successors and assigns for any and all actions, including attorney’s fees, losses or injuries that occur as a result of its use of the City Property. In case any claim or action in court is brought against the City of Bloomington, or an office or agent of it, for the failure, omission or neglect of the Developer to perform any of the covenants, acts, matters or things by this agreement undertaken or for injury or damage caused by alleged negligence of the Developer or its agents, employees or subcontractor, the Developer shall indemnify and hold harmless the City of Bloomington and its officers and agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action, including attorney’s fees.

8. Developer expressly agrees that the foregoing Agreement is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

The undersigned person executing this Agreement on behalf of Developer represent and certify that he or she is duly authorized to execute this Agreement on Developer’s behalf. This Agreement shall be recorded in the Office of the Monroe County Recorder and is expressly intended to run with the land and bind Developer and Developer’s successors and assigns and inure to the benefit of the City of Bloomington. Developer expressly consents to the provisions of this Agreement on its own behalf and on behalf of its successors and assigns.

Wininger Construction, Inc.

City of Bloomington, Indiana

By: _____
Signature and Title

By: _____
Kathleen Mills, President
Board of Park Commissioners

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Kathleen Mills 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: _____

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’s Signature

_____ County of Residence: _____
Printed Name of Notary Public



STAFF REPORT

Agenda Item: C-13
Date: 8-16-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: August 29, 2023
SUBJECT: CONTRACT WITH BLEDSOE, RIGGERT, COOPER, & JAMES FOR RCA ACCESSIBLE PATH DESIGN

Recommendation

Staff recommends approval of a contract with Bledsoe, Riggert, Cooper & James for the design of an accessible pathway to the new picnic shelter location.

Funds: \$13,580

Source: 200-18-189000-53990

Background

In late 2022 the large picnic shelter at RCA Park was removed due to its deteriorating condition. A replacement shelter is in the works for early 2024, and will be relocated closer to the parking area and restrooms. Relocating the shelter to this location means a new accessible pathway will need to be constructed to get users up the incline to the shelter location. The grade in this location necessitates professional design services for this portion of the project. These plans will be complete by the end of the year, allowing for the new shelter to be installed and opened to the public in 2024.

RESPECTFULLY SUBMITTED,

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

Tim Street, Operations and Development Division Director

2023-January

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLEDSOE, RIGGERT, COOPER & JAMES, INC
FOR
NEXT LEVEL TRAILS GRANT APPLICATION ASSISTANCE**

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

Article 1. Scope of Services

Contractor shall provide 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 12/31/23 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed thirteen thousand five hundred eighty dollars (\$13,580.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomington Parks and Recreation
400 N Morton St., Suite 250

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	Bledsoe, Riggert, Cooper, & James
Attn: Tim Street	Attn: Andy Knust
401 N Morton St., Suite 250	1351 W. Tapp Rd
Bloomington, IN 47404	Bloomington, IN 47403

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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


Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

DocuSigned by:



FB7C8A5D6563447...

Beth Cate, Corporation Counsel

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

Bledsoe, Riggert, Cooper & James, Inc.

Signature

Print Name & Title

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Bledsoe Riggert Cooper James

LAND SURVEYING • CIVIL ENGINEERING • GIS

June 27, 2023

Tim Street
Operations and Development Division Director
Parks & Recreation
City of Bloomington
401 North Morton Street,
Bloomington, Indiana 47402

via email: tim.street@bloomington.in.gov

RE: RCA Park Picnic Shelter
Proposal for Land Surveying and Civil Engineering Services

Dear Tim:

We are pleased to submit this proposal for land surveying and civil engineering services associated with the anticipated RCA Park Picnic Shelter Project. Our proposal is in response to your request and is based upon our current understanding of the project and the information you have provided.

We will assist City of Bloomington Parks & Recreation with the following anticipated scope of work:

1. Perform an initial site reconnaissance to study the existing conditions.
2. Perform a topographic survey of the project site.
3. Develop plans to address the site improvements, electrical service, grading, stormwater management, and erosion control.

PROPOSED LAND SURVEYING SERVICES

1. Prepare a topographic survey of the area outlined in red on the attached exhibit.
2. Locate trees 2-inch in diameter and larger in open areas. Note if the tree is a deciduous or a coniferous tree.
3. Locate site improvements (headwalls, steps, walls, light poles, walks, bike racks, building corners, etc.).
4. Map site utilities as marked by Indiana Underground Plant Protection Service (811), local utility providers, and above ground visible evidence of utilities. Private utility locates can be provided by a third-party on an hourly basis, with prior approval.
5. Invert elevations and pipe materials for storm water and sanitary sewer.
6. Provide contours of existing site conditions at 1-foot intervals.
7. Horizontal and vertical control will be based on NAD 83, Indiana State Plane Coordinates, U.S. Survey Feet and NAVD88, U.S. Survey Feet respectively.

PROPOSED CIVIL ENGINEERING SERVICES

A. DESIGN PHASE

BRCJ will develop a site improvement plan for the addition of a new shelter within RCA Park, including ADA accessible walkway, and electrical service. We will prepare a complete set of engineering documents for the project noted above to be released for quotation and construction by qualified local contractors. We will submit plans at 90%, and 100% design completion and meet with

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RCA Park Picnic Shelter
 Proposal for Land Surveying and Civil Engineering Services
 June 27, 2023

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the Parks & Recreation team for review to discuss the design and determine necessary changes to finalize the documents. We anticipate preparation of the following sheets:

- a. Title Sheet
- b. Site Preparation and Stormwater Pollution Prevention Plan
- c. Selective Site Demolition Plan
- d. Site Improvement and Layout Plan
- e. Grading and Drainage Plan
- f. Site Electrical Plan
- g. Details
- h. Limited Technical Specifications (if required)

It is our understanding that the design and construction of the shelter structure will be handled by Parks & Recreation staff, and thus will not be included in the civil scope of work to be addressed by BRCJ. We will design the concrete slab with dimensions appropriate to serve as the floor of the structure.

B. PERMITTING

BRCJ will prepare the site improvement and grading plans to meet the expectations of City Planning & Transportation Department to support site plan approval and grading permit applications. We will provide a cost estimate for site erosion control as required for the grading permit bond. It is our understanding that Parks & Recreation staff will manage the permit application process.

C. OTHER ADDITIONAL SERVICES

The following engineering services are not included in the above scope of services. Selected services may be negotiated or performed on an hourly basis at your request:

1. Revisions to site improvement plans after they are substantially completed due to the following:
 - a. Owner requested revisions or changes in scope.
 - b. Change caused by unforeseen existing conditions.
 - c. Additional investigation and design caused by unforeseen existing conditions.
2. IDEM Construction Stormwater General Permit (land disturbance associated with this project is expected to be less than one acre).
3. Construction cost estimates (except as noted in Part B, above)
4. Storm detention and/or post-construction water quality design
5. Boundary Survey
6. Landscape design
7. Site retaining wall design (if required)
8. Permit application fees
9. Construction layout
10. Bidding and/or construction phase support
11. As-built surveys or drawings

D. ADDITIONAL PROVISIONS AND ASSUMPTIONS

1. We have assumed a total of two (2) design team meetings during the Design Phase. If we are asked to attend or participate in additional meetings we will do so on an hourly basis.
2. All application fees and related expenses for civil/site related work permits will be considered a reimbursable expense.
3. The services required under this agreement shall be in accordance with the generally accepted standards of ordinary and reasonable skill and care usually exercised by Engineers for this type of project.
4. Our limit of liability for any and all claims shall be deemed limited to an amount not greater than the fee.
5. Documents prepared by the Engineer are instruments of service for use solely with respect to this project. The engineer shall retain all common law, statutory and other reserved rights including

RCA Park Picnic Shelter
 Proposal for Land Surveying and Civil Engineering Services
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the copyright. The Owner shall not reuse or permit the use of the Engineer's documents except by mutual agreement in writing.

E. PROFESSIONAL FEES

Our professional fees are based on the time and expertise anticipated to complete the proposed services as described above. Bledsoe Riggert Cooper James proposes to provide the following services and associated fees:

- | | |
|--|-------------|
| 1. Land Surveying Services | \$3,000.00 |
| 2. Civil Engineering Services | \$10,580.00 |
| 3. Reimbursable expenses and additional services if necessary. | |

Attached, for your information, please find a copy of our fee schedule.

Billings will be made monthly, 30 days net, in proportion to the complete percentage of our work.

We appreciate the opportunity to submit this proposal for your consideration and look forward to working with you on the RCA Park Picnic Shelter Project. We ask that if this proposal is acceptable, please sign and return a copy to our office as a confirmation of acceptance and notice to proceed.

Please contact me if you have any questions or concerns regarding our proposal.

Sincerely,

Accepted By:

Andrew E Knust, PE
 Senior Engineer

 Signature Date

Attachments: Survey Limit Exhibit
 Fee Schedule

 Printed Name Title

xc: Proposal File

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RCA Park Picnic Shelter
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Proposed Survey Limits



Not to Scale



FEE SCHEDULE
(Effective March 1, 2022)

HOURLY RATES

Registered Land Surveyor	\$ 140.00
Registered Engineer	\$ 140.00
GIS Software Engineer	\$ 140.00
Surveyor / Engineer / Designer	\$ 100.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 140.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 90.00
Clerical	\$ 70.00

EXHIBIT B

“Project Schedule”

All work is to be provided before December 31, 2023.

EXHIBIT D

STATE OF _____)
) SS:
 COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____
 Signature

 Printed Name

STATE OF _____)
) SS:
 COUNTY OF _____)

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

 Notary Public's Signature My Commission Expires: _____

 Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-14
Date: 8-16-2023

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: August 29, 2023
SUBJECT: CONTRACT WITH E&B PAVING FOR ROGERS ST SIDEWALK AND CULVERT EXTENSION PROJECT

Recommendation

Staff recommends approval of a contract with E&B Paving, Inc. for the construction of the Rogers St. Sidewalk and Culvert Extension project.

Amount: \$330,833

Funding source: 985-18-180000-54510 Project Code: 985 2023a

Background

The 2022 General Obligation Bond that was issued by the City included completing a missing section of Rogers St. sidewalk adjacent to Switchyard Park as a top priority. Aztec Engineering was retained to complete the design of this sidewalk, in August 2023 the Parks Department received two bids for the completion of this project, which will build a retaining wall and complete the sidewalk on the east side of Rogers St. from the Switchyard Park entrance to the Warehouse. E&B Paving was the low bidder, and will work to complete this project this fall and winter.

RESPECTFULLY SUBMITTED,

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

Tim Street, Operations and Development Division Director

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PARKS AND RECREATION DEPARTMENT

AND

E&B PAVING, INC

FOR

ROGERS STREET SIDEWALK AND CULVERT EXTENSION

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter Board), and _____, (hereinafter CONTRACTOR);

WITNESSETH THAT:

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

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

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

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within **120 calendar days** from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Three hundred thirty thousand and eight hundred thirty three dollars (\$330,833.00). 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.

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the

Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

<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 operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the 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	E&B Paving, Inc.
---------------------	------------------

Attn: Tim Street, Operations Director	Attn: Jeff Ooley
401 N. Morton St., Suite 250	286 West 300 North
Bloomington, Indiana 47404	Anderson, IN 46012

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

DocuSigned by:



FB7C0A5D6663447...

Beth Cate, Corporation Counsel

ATTACHMENT "A"
"SCOPE OF WORK"

ROGERS STREET SIDEWALK AND CULVERT EXTENSION

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

This project titled 'Rogers Street Sidewalk and Culvert Extension' shall include, but is not limited to improvements including site preparation, excavation, earthwork, fill, approximately 184 feet of sidewalk construction, construction of headwall and retaining walls, and the extension of twin culverts in Bloomington, IN.

All work shall meet requirements of the City of Bloomington. Compliance with the IDNR, IDEM and ACOE permits issued for this project (included in supplementary conditions) is required.

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*:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

_____ and acknowledged the execution of the foregoing this
_____ day of _____, 20____.

County of Residence: _____ Printed Name of Notary Public _____

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

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 [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