



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, January 23, 2023 4:00 – 5:30 p.m.
Council Chambers, 401 N Morton St, Bloomington, IN

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

A-1	Approval of Minutes of December 12, 2023	
A-2	Approval of Claims Submitted December 12, 2023 through January 22, 2024	
A-3	Approval of Non-Reverting Budget Amendments	
A-4	Review of Business Reports	
A-5	Review/Approval of Credit Card Refunds	
A-6	Approval of Surplus	
A-7	Approval of five Recreation Division 2024 Templates and Permits	Hsiung Marler
A-8	Approval of Farmer's Market Contract, Handbook and Exhibits 2024	Clarence Boone
A-9	Approval of Service Agreement with King Snake Sound	Crystal Ritter
A-10	Approval of Template agreement for A Fair of the Arts 2024	Crystal Ritter
A-11	Approval of Concessions Agreement Template for 2024	Bill Ream
A-12	Approval of Service Agreement with Cassady Electric	Joanna Sparks
A-13	Approval of Service Agreement with Production House	Julie Ramey
A-14	Approval of Service Agreement with Winslow Ranch Marketing	Julie Ramey
A-15	Approval of Service Agreement with Big Bounce Fun House Rentals	Bill Ream
A-16	Approval of Service Agreement with Skip Daley	Bill Ream
A-17	Approval of Service Agreement with Izzy's Rentals	Bill Ream

B. PUBLIC HEARINGS/APPEARANCES

B-1	Bravo Award	(none)
B-2	Parks Partner Award	(none)
B-3	Staff Introductions – Shawn Kluesner and Greg Goecker	

C. OTHER BUSINESS

C-1	Election of Officers	
C-2	Review/Approval of Resolution 24-01 to appoint the Parks and Recreation Director	
C-3	Review/Approval of Resolution 24-02 appropriate the 2024 Non-Reverting Budget	Tim Street
C-4	Review/Approval of Appointments to the Environmental Resource Advisory Council	Rebecca Swift
C-5	Review/Approval of Contract with Sunset Hill Fence Co. for Butler Gardens	Sarah Mullin
C-6	Review/Approval of Contract Renewal with Green Dragon for Switchyard Park Mowing	Hsiung Marler
C-7	Review/Approval of Contract with Zec Eight for Farmer's Market Master Plan	Leslie Brinson
C-8	Review/Approval of Contract with Eco Logic for Vegetation Management	Joanna Sparks
C-9	Review/Approval of Encroachment Agreement for 229 W 1 st St.	Tim Street
C-10	Review/Approval of MOU with CBU for Miller Showers Park dredging	Tim Street
C-11	Review/Approval of Contract with BRCJ for Building Trades Park Surveying	Tim Street
C-12	Review/Approval of Contract Addendum with REA for Bicentennial Gateway Design	Tim Street

D. REPORTS

D-1	Tree Commission 2023 Report	Haskell Smith
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E. PUBLIC COMMENT

ADJOURNMENT

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 tim.street@bloomington.in.gov).

The meeting may accessed virtually at the following link:

<https://bloomington.zoom.us/j/82330518021?pwd=GFkblpoe8LjYAGQjvYJyEJokR5wjKA.1>

Meeting ID: 823 3051 8021 Passcode: 308908

Board packets/reports are available to the public by contacting the Department at 349-3700.



A-1

01-23-2024

Board of Park Commissioners
Regular Meeting
Minutes

Regular Meeting: Tuesday, December 12, 2023 4:00 – 5:30 p.m.

Council Chambers
401 North Morton
(Virtual Zoom)

CALL TO ORDER - ROLL CALL

The meeting was called to order by Ellen Rodkey at 4:01pm

Present: Ellen Rodkey, Israel Herrera, and Jim Whitlatch

Absent: Kathleen Mills

Tim Street, Administrator, due to agenda items not be ready, staff wished to have the following items postponed to a later date:

C-4 Addendum with REA for Bicentennial Gateways Project, the contract was not for any type of firm new gateway design, but was to continue to work with construction updates.

C-6 Contract with Sunset Hill Fence Co. for Butler Park Garden Fence

Jim Whitlatch made a motion to postpone Agenda Items C-4 and C-6 to a later meeting. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 3-0

A. CONSENT CALENDAR

- A-1. Approval of Minutes of November 28, 2023
- A-2. Approval of Claims Submitted November 28, 2023 through December 11, 2023
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Review/Approval of (16) 2024 service agreements in Operations Division
- A-8. Review/Approval of contract with Oiko for invasive plant management
- A-9. Review/Approval of partnership agreement with MC-IRIS
- A-10. Review/Approval of partnership agreement with Purdue Extension
- A-11. Review/Approval of partnership agreement with Lisa Greathouse
- A-12. Review/Approval of MOU with Monroe County Public Library for Butler Park story walk
- A-13. Review/Approval of contract with Cassady Electric for light repairs at RCA Park
- A-14. Review/Approval of service agreement with Elevated for TLRC elevator service
- A-15. Review/Approval of 2024 Garden Agreement Template

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

B. PUBLIC HEARINGS/APPEARANCES

B-1. Bravo Award – Ray Major

Emily Buuck, Community Relations Coordinator present Ray Major with the December Bravo Award, for his “Trees

from Seeds” initiative, and the volunteer hours he contributed as a Weed Wrangle volunteer. Ray was dedicated to the removal of invasive species, and the planting of native species in the community. This would be appreciated even more so into the future.

B-2. Parks Partner Award - none

B-3. Staff Introductions -none

C. OTHER BUSINESS

C-1. Review/Approval of Addendum with Centerstone for January-February Employees

Joanna Sparks, Urban Greenspace Manager in March of 2023, the City and Centerstone entered into a partnership for staffing at various parks location. Both parties would like to extend this agreement through the months of January and February 2024. A new agreement would be presented to the Park Board in March of 2024. Staff recommended approval of the addendum with Centerstone.

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

C-2. Review/Approval of Contract with Snider Recreation for Bryan Park Playground Install (Tim Street)

Tim Street, Administrator due to age, staff wished to have the playground equipment replaced at Bryan Park Playground. Contractor would be responsible for the installation of new playground equipment and poured-in-place rubber safety surfacing. Staff recommended approval of the contract with Snider Recreation in an amount not to exceed \$179,256. Project would be funded from ARPA funds – 176-18-G21005-54310.

Jim Whitlatch made a motion to approve the Snider Recreation for Bray Park Playground installation. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 3-0

C-3. Review/Approval of Contract with Whole Sun Designs for Solar Panel Installation

Tim Street, Administrator BPRD wished to have solar panels installed at two facilities in 2024. Contractor would install a 28.35kW solar system on the Cascades Golf Course Clubhouse, the solar panel. The system’s estimated annual production was 32,445 kWh in the first year, or 70% of the building’s annual consumption. Contractor would install a 20.48kW solar system on the Switchyard Park Maintenance Building. The system’s estimated annual production was 26,018kWh in the first year, or 89% of the annual consumption. The systems would be installed between March 1, 2024 and June 30, 2023 depending on equipment availability. Staff recommended approval of the contract with Whole Sun Designs in an amount not to exceed \$60,000. Funding for the project would be from Economic and Sustainability Department’s climate change and sustainability funds.

Jim Whitlatch made a motion to approve the contract with Whole Sun Designs for Solar Panel Installation. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 3-0

C-4. Review/Approval of Addendum with REA for Bicentennial Gateways Project

Item postponed to a later date.

C-5. Review/Approval of Contract with Universal Sign for Trail Branding Project

Julie Ramey, Community Relations Manager in 2020, BPRD began the process to develop trail system branding and signage design standards and guidelines that would promote consistency and user recognition within City Parks trail system. Staff wished to begin Phase III of the project, the fabrication and installation of new trail signage based on the Trail System Branding and Signage Design Manual developed by RLR. Staff recommended the approval of the contract with Universal Sign, Inc. in an amount not to exceed \$22,235. Funding would be from Natural Resources General Fund.

Jim Whitlatch made a motion to approve the contract with Universal Sign for Trail Branding Project. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 3-0

C-6. Review/Approval of Contract with Sunset Hill Fence Co. for Butler Park Garden Fence

Item postponed to a later date.

C-7. Review/Approval of Contract with Electric Plus for Switchyard Park Basketball Court Light Installation

Satoshi Kido, Sports Division Director at the request of the public, staff wished to have lights installed at the Switchyard Park Basketball Courts. Staff recommended approval of the contract with Electric Plus in an amount not to exceed \$59,835. Funding would be from Switchyard Park General Fund.

Jim Whitlatch made a motion to approve the contract with Electric Plus for Switchyard Park basketball court light installation. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 3-0

C-8. Review/Approval of Contract with Jack Laurie Group for TLRC Court Resurfacing

Daren Eads, Sports Facility Coordinator due to age and high level of play, the hardwood courts at Twin Lakes Recreation Center were in need of repair. Contractor would screen and recoat the polyurethane gym floor finish. Refinishing, or recoat, was suggested annually, the floor was last fully resurfaced in September of 2016. Staff recommend approval of the contract with Jack Laurie Group, in an amount not to exceed \$19,400. Funding would be from Twin Lakes Recreation Center Non-Reverting Fund.

Jim Whitlatch made a motion to approve the contract with Jack Laurie Group for TLRC court resurfacing. *Israel Herrera* seconded the motion. Vote take: motion unanimously carried 3-0

D. REPORTS

D-1. Sports Division – Bloomington Pickleball Club Annual Report

Satoshi Kido, Sports Services Director introduces Donny Young, Vice Chair Bloomington Pickleball.

Donny Young, Vice Chair Bloomington Pickleball presented Bloomington Pickleball Annual Report

Pickleball was growing rapidly
Assessable to all demographics
Sport provided health and social benefits
Bloomington Pickleball held 105 event through October
1,600 individual registrations
Limited courts space and registration slots
300 members in Bloomington Pickleball Club
Fund raising – purchases wind screens \$1,500
\$240 paid to BPRD for summer activities
More courts were essential
Courts needed repaired
Courts needed lighting
More support was needed for the Pickleball sport

D-2. Operations Division - no report

D-3. Recreation Division - no report

D-4. Administration Division - no report

E. PUBLIC COMMENT

Ellen Rodkey opened the floor to public comments - Board received comments regarding pickleball.

Tim Street, Administrator Building and Trades Master Plan was in process. Continued to collect feedback on Gateway feedback. Griffy Loop Trail celebration would be held for completion of damn crossing.

ADJOURNMENT

Meeting adjourned at 4:51 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
12/15/2023	Payroll				174,704.40
					<u>174,704.40</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 \$ 174,704.40

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 _____

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/22/23	Claims				\$383,701.22
					<u>\$383,701.22</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 \$383,701.22 12/22/2023

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_____



Board of Park Commissioners Claim Register

Invoice Date Range 12/09/23 - 12/22/23

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	2754212	18-Remainder of 2024 staff calendars (5)	Paid by EFT # 56533		12/12/2023	12/12/2023	12/22/2023		12/22/2023	91.93
Account 52110 - Office Supplies Totals Invoice Transactions 1										<u>\$91.93</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321123	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023	Edit		12/20/2023	12/20/2023	12/20/2023			29.24
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$29.24</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	1518067614Blue	18- Hotel RecTrac Symposium -Vermont-Clapp	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	762.80
3560 - First Financial Bank / Credit Cards	1971958457Blue	18- Hotel RecTrac Symposium-Vermont -Phelps	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	572.10
Account 53230 - Travel Totals Invoice Transactions 2										<u>\$1,334.90</u>
Account 53320 - Advertising										
3560 - First Financial Bank / Credit Cards	9484881835681	18- Meta - online promotional ad-10/27-10/30/23	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	14.23
Account 53320 - Advertising Totals Invoice Transactions 1										<u>\$14.23</u>
Account 53990 - Other Services and Charges										
41 - Area 10 Agency On Aging	Sept-Dec PY23	18- Endwright Center East Sept 23- Dec 23 2023	Paid by EFT # 56336		12/12/2023	12/12/2023	12/22/2023		12/22/2023	5,164.97
54935 - Vermont Systems, INC	VS010427	18- Annual RecTrac Software Renewal	Paid by EFT # 56636		12/12/2023	12/12/2023	12/22/2023		12/22/2023	9,808.79
Account 53990 - Other Services and Charges Totals Invoice Transactions 2										<u>\$14,973.76</u>
Program 181000 - Administration Totals Invoice Transactions 7										<u>\$16,444.06</u>
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WDX-3JV9-KQ74	18- Snow Machine Fluid/ Bell Ornaments	Paid by EFT # 56328		12/12/2023	12/12/2023	12/22/2023		12/22/2023	23.98
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>\$23.98</u>
Program 181001 - Health & Wellness Totals Invoice Transactions 1										<u>\$23.98</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53160 - Instruction										
9044 - Emily Buuck	IPRA-11/2023	18-per diem/pkg-IPRA Conf-Ft Wayne-11/13- 11/16/23	Paid by EFT # 56372		12/12/2023	12/12/2023	12/22/2023		12/22/2023	89.00
Account 53160 - Instruction Totals Invoice Transactions 1										<u>\$89.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 123	06- cell phone chgs 10/12/23-11/11/23- Inv. 287297421132X111920 23	Edit		12/20/2023	12/20/2023	12/20/2023			70.24
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$70.24</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	1515168183Blu e	18- Hotel RecTrac Symposium-Vermont - Ramey	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	572.10
3560 - First Financial Bank / Credit Cards	934392A	18- Hotel IPRA Conference -Fort Wayne- Ramey	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	278.00
3560 - First Financial Bank / Credit Cards	3400133409	18- Hotel IPRA Conference -Fort Wayne- Brinson	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	.00
3560 - First Financial Bank / Credit Cards	934391A	18- Hotel IPRA Conference-Fort Wayne - Ream	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	.00
3094 - Julie Anne Ramey	RECTRAC- 11/2023	18-Per diem/mileage/pkg- RecTrac Symposium- Vermont-11/6-11/9/23	Paid by EFT # 56557		12/12/2023	12/12/2023	12/22/2023		12/22/2023	230.94
Account 53230 - Travel Totals Invoice Transactions 5										<u>\$1,081.04</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	41758	18-December 2023 Kids Kraze #825	Paid by EFT # 56319		12/12/2023	12/12/2023	12/22/2023		12/22/2023	288.75
185 - World Arts, INC	118585	18-Winter-Spring 2024 Program Guide (30,000)	Paid by EFT # 56655		12/12/2023	12/12/2023	12/22/2023		12/22/2023	22,803.37
Account 53310 - Printing Totals Invoice Transactions 2										<u>\$23,092.12</u>
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0006023560	18-November 2023 display ads and classifieds	Paid by EFT # 56431		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,062.40



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53320 - Advertising										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231138672	18-30-sec spots for Winter Lights 2023 on WHCC	Paid by EFT # 56591		12/12/2023	12/12/2023	12/22/2023		12/22/2023	225.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231138673	18-30-sec spots for Tgiving Public Sk8 2023 on WHCC	Paid by EFT # 56591		12/12/2023	12/12/2023	12/22/2023		12/22/2023	250.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231138675	18-30-sec radio spots Holiday Market 2023 on WHCC	Paid by EFT # 56591		12/12/2023	12/12/2023	12/22/2023		12/22/2023	250.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231138557	18-30-sec spots for Winter Lights 2023 on WBWB	Paid by EFT # 56591		12/12/2023	12/12/2023	12/22/2023		12/22/2023	225.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231138558	18-30-sec spots for Holiday Market 2023 on WBWB	Paid by EFT # 56591		12/12/2023	12/12/2023	12/22/2023		12/22/2023	250.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231138559	18-30-sec spots for Tgiving Public Sk8 2023 on WBWB	Paid by EFT # 56591		12/12/2023	12/12/2023	12/22/2023		12/22/2023	250.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231238713	18-30-sec spots for Winter Lights Dec Nights 2023 on WBWB	Paid by EFT # 56591		12/12/2023	12/12/2023	12/22/2023		12/22/2023	150.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231238714	18-30-sec spots for Winter Lights Dec Nights 2023 on WHCC	Paid by EFT # 56591		12/12/2023	12/12/2023	12/22/2023		12/22/2023	150.00
							Account 53320 - Advertising Totals		Invoice Transactions 9	\$2,812.40
							Program 181100 - Marketing Totals		Invoice Transactions 18	\$27,144.80
Program 182001 - Aquatics - Bryan Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321123	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X111920 23	Edit		12/20/2023	12/20/2023	12/20/2023			58.48
							Account 53210 - Telephone Totals		Invoice Transactions 1	\$58.48
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0011123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	295.61
							Account 53530 - Water and Sewer Totals		Invoice Transactions 1	\$295.61



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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 182001 - Aquatics - Bryan Pool										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50755166-121123	18-Natural Gas Bryan Park-11/03/23-12/05/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	48.77
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>\$48.77</u>
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 3			<u>\$402.86</u>
Program 182002 - Aquatics - Mills Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10236080	18-Aquatic oxygen cylinder charge	Paid by EFT # 56455		12/12/2023	12/12/2023	12/22/2023		12/22/2023	45.94
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1			<u>\$45.94</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321123	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023	Edit		12/20/2023	12/20/2023	12/20/2023			58.48
Account 53210 - Telephone Totals							Invoice Transactions 1			<u>\$58.48</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0011123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	97.08
Account 53530 - Water and Sewer Totals							Invoice Transactions 1			<u>\$97.08</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52408489-120623	18-Natural Gas Mills - 11/01-11/30/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	48.77
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>\$48.77</u>
Program 182002 - Aquatics - Mills Pool Totals							Invoice Transactions 4			<u>\$250.27</u>
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3157592600	18-FSC Zamboni Propane 11-24-23	Paid by EFT # 56332		12/12/2023	12/12/2023	12/22/2023		12/22/2023	65.37
2708 - AmeriGas Propane, LP	3157363431	18-FSC Zamboni Propane 11-21-2023	Paid by EFT # 56332		12/12/2023	12/12/2023	12/22/2023		12/22/2023	270.98
2708 - AmeriGas Propane, LP	3157926966	18-FSC Zamboni Propane 11-30-23	Paid by EFT # 56332		12/12/2023	12/12/2023	12/22/2023		12/22/2023	130.50
Account 52240 - Fuel and Oil Totals							Invoice Transactions 3			<u>\$466.85</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
5271 - American Athletic Shoe Company, INC	INV028958	18-FSC Rental Skate Purchase	Paid by EFT # 56329		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,999.00
8658 - Kleindorfer's Hardware LLC	768250	18-FSC-Blades	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	11.38
8658 - Kleindorfer's Hardware LLC	774271	18-FSC Bungees, valve, clamp, tape	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	63.57
Account 52420 - Other Supplies Totals							Invoice Transactions 3			\$2,073.95
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0011123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	2,076.82
Account 53530 - Water and Sewer Totals							Invoice Transactions 1			\$2,076.82
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50573228-121123	18-Natural Gas FSC-11/03/23-12/05/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	1,122.51
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$1,122.51
Account 53610 - Building Repairs										
539 - Price Electric, INC	38050	18-Outlet for LiveBarn, LED storage room-11/15 & 11/17/23	Paid by EFT # 56555		12/12/2023	12/12/2023	12/22/2023		12/22/2023	770.00
539 - Price Electric, INC	38027	18-FSC LED light install, motion sensors in locker rooms	Paid by EFT # 56555		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,696.90
Account 53610 - Building Repairs Totals							Invoice Transactions 2			\$2,466.90
Account 53630 - Machinery and Equipment Repairs										
321 - Harrell Fish, INC (HFI)	W95942	18-FSC AC/Heat Pre season maintenance - Fall PM Serv-9/19/23	Paid by EFT # 56439		12/12/2023	12/12/2023	12/22/2023		12/22/2023	3,002.40
Account 53630 - Machinery and Equipment Repairs Totals							Invoice Transactions 1			\$3,002.40
Account 53650 - Other Repairs										
4283 - Accurate Cutting Technologies, INC	66857	18-FSC Zamboni blade sharpening service	Paid by EFT # 56321		12/12/2023	12/12/2023	12/22/2023		12/22/2023	171.20
Account 53650 - Other Repairs Totals							Invoice Transactions 1			\$171.20
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6222	18-FSC Lobby/Bathroom bi-weekly deep cleaning-Nov 2023	Paid by EFT # 56412		12/12/2023	12/12/2023	12/22/2023		12/22/2023	250.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3221864	18 - FSC Entry Rug Cleaning Service - 11-28-23	Paid by EFT # 56551		12/12/2023	12/12/2023	12/22/2023		12/22/2023	77.21
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	2	\$327.21
Program 182500 - Frank Southern Center Totals								Invoice Transactions	14	\$11,707.84
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
6262 - Koenig Equipment, INC	P42117	18 - Cascades Pole Pruner Saw Stihl	Paid by EFT # 56483		12/12/2023	12/12/2023	12/22/2023		12/22/2023	654.49
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	1	\$654.49
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	768206	18 - Cascades Chainsaw Chains	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	58.98
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$58.98
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321123	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023	Edit		12/20/2023	12/20/2023	12/20/2023			29.24
Account 53210 - Telephone Totals								Invoice Transactions	1	\$29.24
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	2,532.06
208 - City Of Bloomington Utilities	14187-001 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	2,851.73
Account 53530 - Water and Sewer Totals								Invoice Transactions	2	\$5,383.79
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54625513-120623	18-Natural Gas Cascades Golf Course - 11/01-11/30/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	53.19
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$53.19
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PM1023	18 - July 17 - October 30, 2023 invoices (OPS)	Paid by EFT # 56380		12/12/2023	12/12/2023	12/22/2023		12/22/2023	337.13



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRGolf1023	18 - July 17 - October 30, 2023 invoices (GOLF)	Paid by EFT # 56380		12/12/2023	12/12/2023	12/22/2023		12/22/2023	2,068.45
11611 - Woods Electrical Contractors, INC	2311CASCASG	18 - Cascades Maint Building Ground Wire Repair	Paid by EFT # 56654		12/12/2023	12/12/2023	12/22/2023		12/22/2023	242.08
Account 53990 - Other Services and Charges Totals							Invoice Transactions 3			\$2,647.66
Program 183500 - Golf Services Totals							Invoice Transactions 9			\$8,827.35
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	144C-K7DL-4TXF	18- Edible Wild Plants/mini beach pail/rain suits	Paid by EFT # 56328		12/12/2023	12/12/2023	12/22/2023		12/22/2023	159.96
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1			\$159.96
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	559782	18-Treated lumber and construction materials	Paid by EFT # 56349		12/12/2023	12/12/2023	12/22/2023		12/22/2023	344.71
365 - Rogers Group, INC	0071199336	18- Gravel/Stone for Griffy Lake	Paid by EFT # 56567		12/12/2023	12/12/2023	12/22/2023		12/22/2023	299.57
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 2			\$644.28
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	559782	18-Treated lumber and construction materials	Paid by EFT # 56349		12/12/2023	12/12/2023	12/22/2023		12/22/2023	17.18
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1			\$17.18
Account 52410 - Books										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	144C-K7DL-4TXF	18- Edible Wild Plants/mini beach pail/rain suits	Paid by EFT # 56328		12/12/2023	12/12/2023	12/22/2023		12/22/2023	34.00
Account 52410 - Books Totals							Invoice Transactions 1			\$34.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19YN-VQ7G-RR3Q	18- Daydream Education Plant Poster	Paid by EFT # 56328		12/12/2023	12/12/2023	12/22/2023		12/22/2023	40.36
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	144C-K7DL-4TXF	18- Edible Wild Plants/mini beach pail/rain suits	Paid by EFT # 56328		12/12/2023	12/12/2023	12/22/2023		12/22/2023	35.58
4574 - John Deere Financial f.s.b. (Rural King)	204086	18- (5) 27 gal. Storage Box, (1) 40 gal. Storage Box	Paid by Check # 77792		12/12/2023	12/12/2023	12/22/2023		12/22/2023	79.94



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	769684	18-Natural Resources Program Supplies, (4) loppers, 2 pk gloves,	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	259.14
Account 52420 - Other Supplies Totals Invoice Transactions 4										\$415.02
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	470007	18-IN Sustainability Resilience Conf-Cotter	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	50.00
3560 - First Financial Bank / Credit Cards	470003	18-IN Sustainability Resilience Conf-Sparks	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	50.00
3560 - First Financial Bank / Credit Cards	470001	18-IN Sustainability Resilience Conf-Swift	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	50.00
3560 - First Financial Bank / Credit Cards	470008	18-IN Sustainability Resilience Conf-Garcia	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	25.00
3560 - First Financial Bank / Credit Cards	470009	18-IN Sustainability Resilience Conf-Meredith	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	25.00
Account 53160 - Instruction Totals Invoice Transactions 5										\$200.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321123	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023	Edit		12/20/2023	12/20/2023	12/20/2023			111.24
Account 53210 - Telephone Totals Invoice Transactions 1										\$111.24
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	19548	18-Griffy and Wapehani Restroom Service - December 2023	Paid by EFT # 56615		12/12/2023	12/12/2023	12/22/2023		12/22/2023	70.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 1										\$70.00
Account 53990 - Other Services and Charges										
10 - Bledsoe Riggert Cooper & James INC	28883	18-Boundry land surveying of the B-ton Rail Trail	Paid by EFT # 56351		12/12/2023	12/12/2023	12/22/2023		12/22/2023	2,960.00
10 - Bledsoe Riggert Cooper & James INC	28956	18- B-ton Rail Trail-drafting of railroad ROW exhibit	Paid by EFT # 56351		12/12/2023	12/12/2023	12/22/2023		12/22/2023	450.00
392 - Koorsen Fire & Security, INC	IN00531726	18-Annual Fire Extinguisher Inspection for Griffy & NR Vehicles	Paid by EFT # 56486		12/12/2023	12/12/2023	12/22/2023		12/22/2023	15.80



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
6823 - Daniel P McGuckin (Habitat Solutions)	1597	18- Prescribed Burn Services at GLNP	Paid by EFT # 56505		12/12/2023	12/12/2023	12/22/2023		12/22/2023	9,000.00
7442 - Western EcoSystems Technology, INC	95458	18- Griffy NP Wetland Delineation - October 2023	Paid by EFT # 56648		12/12/2023	12/12/2023	12/22/2023		12/22/2023	4,512.50
Account 53990 - Other Services and Charges Totals								Invoice Transactions	5	\$16,938.30
Program 184000 - Natural Resources Totals								Invoice Transactions	21	\$18,589.98
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	9101230297451023	18-351 S. Washington-elec chgs 10/12-11/10/23	Paid by Check # 77772		12/13/2023	12/13/2023	12/13/2023		12/13/2023	183.99
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$183.99
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0011123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	117.14
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$117.14
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	53530485-121123	18-Natural Gas AJB-11/03/23-12/05/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	123.64
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$123.64
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00531869	18-AJB Fire Extinguisher inspection	Paid by EFT # 56486		12/12/2023	12/12/2023	12/22/2023		12/22/2023	269.25
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$269.25
Program 184500 - Youth Services -Juke Box Totals								Invoice Transactions	4	\$694.02
Program 186500 - Community Events										
Account 53230 - Travel										
19638 - William J Ream	IPRA-11/2023	18-per diem-IPRA Conf-Ft. Wayne-11/13-11/16/23	Paid by EFT # 56558		12/12/2023	12/12/2023	12/22/2023		12/22/2023	115.00
Account 53230 - Travel Totals								Invoice Transactions	1	\$115.00
Account 53990 - Other Services and Charges										
3566 - Scott C Witzke	111623	18- Performance by Don't Call Me Betty-Holiday Mkt	Paid by EFT # 56653		12/12/2023	12/12/2023	12/22/2023		12/22/2023	500.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$500.00
Program 186500 - Community Events Totals								Invoice Transactions	2	\$615.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 52420 - Other Supplies										
11693 - The Award Center, INC	62053	18- TLSP 2023 Fall Adult Softball Trophies/Plaques	Paid by EFT # 56612		12/12/2023	12/12/2023	12/22/2023		12/22/2023	252.00
798 - Winters Associates Promotional Products, INC	115112	18- 2023 Fall Adult Softball Awards-TShirts	Paid by EFT # 56652		12/12/2023	12/12/2023	12/22/2023		12/22/2023	219.94
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$471.94
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	27.68
208 - City Of Bloomington Utilities	14187-001 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	1,083.93
Account 53530 - Water and Sewer Totals							Invoice Transactions 2			\$1,111.61
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00537795	18- TLSP 2023 Fire Extinguisher Inspection	Paid by EFT # 56486		12/12/2023	12/12/2023	12/22/2023		12/22/2023	55.30
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$55.30
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 5			\$1,638.85
Program 187202 - Youth Sports-Winslow										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	1,610.63
Account 53530 - Water and Sewer Totals							Invoice Transactions 1			\$1,610.63
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions 1			\$1,610.63
Program 187208 - Youth Sports-Olcott										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	614.55
Account 53530 - Water and Sewer Totals							Invoice Transactions 1			\$614.55
Program 187208 - Youth Sports-Olcott Totals							Invoice Transactions 1			\$614.55
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DDC-H49Y-4Q1Q	18-Paper Towels	Paid by EFT # 56328		12/12/2023	12/12/2023	12/22/2023		12/22/2023	42.72



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6215	18 -Banneker Cleaning Service - November 2023	Paid by EFT # 56412		12/12/2023	12/12/2023	12/22/2023		12/22/2023	310.00
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	\$352.72
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	056614	18-Banneker event supplies-12/5/23	Paid by Check # 77793		12/12/2023	12/12/2023	12/22/2023		12/22/2023	97.46
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$97.46
Account 53140 - Exterminator Services										
4073 - Terminix International	438703284	18-Green Pest Control 10/02/23	Paid by Check # 77806		12/12/2023	12/12/2023	12/22/2023		12/22/2023	78.00
Account 53140 - Exterminator Services Totals									Invoice Transactions 1	\$78.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	146.72
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$146.72
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50745006-120623	18-Natural Gas Banneker - 11/01-11/30/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	239.57
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$239.57
Program 187500 - Banneker Totals									Invoice Transactions 6	\$914.47
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 123	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X111920 23	Edit		12/20/2023	12/20/2023	12/20/2023			24.00
Account 53210 - Telephone Totals									Invoice Transactions 1	\$24.00
Program 188001 - Inclusive Recreation Totals									Invoice Transactions 1	\$24.00
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	207011	18-Mop refill heads for cleaning supplies	Paid by Check # 77792		12/12/2023	12/12/2023	12/22/2023		12/22/2023	38.94
8658 - Kleindorfer's Hardware LLC	774124	18-foam brush, trim roller, mop	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	22.46
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	\$61.40



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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	768207	18-PSI gauge, thread tape	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	9.28
8658 - Kleindorfer's Hardware LLC	768230	18-anchors and coat hooks	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	10.96
8658 - Kleindorfer's Hardware LLC	774266	18-bar oil	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	15.99
8658 - Kleindorfer's Hardware LLC	773712	18-sand disk (8)	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	7.92
8658 - Kleindorfer's Hardware LLC	774363	18-Garage & motor supplies, Mig Wire	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	15.49
8658 - Kleindorfer's Hardware LLC	774391	18-shop vac filter	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	21.49
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 6			\$81.13
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	774342	18-2 sets screws, tap, bit	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	9.48
6928 - Lavin Rental, LLC (Master Rental)	35122	18-Orbital floor sander & supplies for Rose Hill Office	Paid by EFT # 56488		12/12/2023	12/12/2023	12/22/2023		12/22/2023	109.02
365 - Rogers Group, INC	0713014359	18-rip rap for Winslow	Paid by EFT # 56567		12/12/2023	12/12/2023	12/22/2023		12/22/2023	416.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 3			\$534.50
Account 52340 - Other Repairs and Maintenance										
4443 - The Sherwin Williams Company	5721-9	18-Polyfloors and brush for Rosehill	Paid by EFT # 56614		12/12/2023	12/12/2023	12/22/2023		12/22/2023	81.08
11611 - Woods Electrical Contractors, INC	2309cobpark	18-Electrical services @ Olcott Park & electrical materials	Paid by EFT # 56654		12/12/2023	12/12/2023	12/22/2023		12/22/2023	727.68
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 2			\$808.76
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	139245	18-paint for graffiti and Cascades	Paid by Check # 77792		12/12/2023	12/12/2023	12/22/2023		12/22/2023	13.48
4574 - John Deere Financial f.s.b. (Rural King)	207425	18-Hand sander tooool for painting/graffiti, washer fluid	Paid by Check # 77792		12/12/2023	12/12/2023	12/22/2023		12/22/2023	18.95
8658 - Kleindorfer's Hardware LLC	768410	18-spray paint	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	7.99
8658 - Kleindorfer's Hardware LLC	768232	18-zip ties for SYP Christmas lights	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	12.08
8658 - Kleindorfer's Hardware LLC	774114	18-spray paint	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	6.99



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
3054 - Sinclair Recreation, LLC (GameTime)	PJI-0224155	18-(2) Expression Swings for Bryan Park Playground	Paid by EFT # 56586		12/12/2023	12/12/2023	12/22/2023		12/22/2023	5,517.06
4448 - Varsity Brands Holding Co., INC (BSN Sports)	923539492	18-Soccer Goals	Paid by EFT # 56632		12/12/2023	12/12/2023	12/22/2023		12/22/2023	4,999.99
Account 52420 - Other Supplies Totals Invoice Transactions 7										<u>\$10,576.54</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321123	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023	Edit		12/20/2023	12/20/2023	12/20/2023			205.00
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$205.00</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	1,398.61
208 - City Of Bloomington Utilities	14187-001 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	2,679.44
208 - City Of Bloomington Utilities	39530-002 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	58.32
Account 53530 - Water and Sewer Totals Invoice Transactions 3										<u>\$4,136.37</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52409732-120523	18-Natural Gas Ops - 10/30-11/29/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	178.36
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	55189474-121123	18-Natural Gas SYP Maint 11/03/23-12/05/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	235.43
Account 53540 - Natural Gas Totals Invoice Transactions 2										<u>\$413.79</u>
Account 53730 - Machinery and Equipment Rental										
2974 - MacAllister Machinery Co, INC	R67554694101	18-Forklift rental to unload new RCA shelter	Paid by EFT # 56497		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,156.00
Account 53730 - Machinery and Equipment Rental Totals Invoice Transactions 1										<u>\$1,156.00</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	19546	18-Year-round pumping/cleaning of (8) port-a-let units-Nov 2023	Paid by EFT # 56615		12/12/2023	12/12/2023	12/22/2023		12/22/2023	800.00
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$800.00
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003238826	18-Landfill November 2023 Charges Ops	Paid by EFT # 56308		12/13/2023	12/13/2023	12/13/2023		12/13/2023	868.86
Account 53950 - Landfill Totals									Invoice Transactions 1	\$868.86
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PM1023	18 - July 17 - October 30, 2023 invoices (OPS)	Paid by EFT # 56380		12/12/2023	12/12/2023	12/22/2023		12/22/2023	11,954.73
19741 - Mader Design, LLC	1781	18-Landscape design services for Building Trades Park - 11/30/23	Paid by EFT # 56499		12/12/2023	12/12/2023	12/22/2023		12/22/2023	4,500.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$16,454.73
Program 189000 - Operations Totals									Invoice Transactions 31	\$36,097.08
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	774972	18- SYP Misc hardware/ cable, cable clamp, turnbuckle, clamps,	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	88.82
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$88.82
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-0021123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	1,503.35
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$1,503.35
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	56043968-121123	18-Natural Gas SYP Pav 11/03/23-12/05/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	297.81
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$297.81
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3222257	18- SYP Vestibule Rug Service 11/29/23	Paid by EFT # 56551		12/12/2023	12/12/2023	12/22/2023		12/22/2023	114.33
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$114.33



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRSwitch1023	18 - July 17 - October 30, 2023 invoices (SYP) & (UGS)	Paid by EFT # 56380		12/12/2023	12/12/2023	12/22/2023		12/22/2023	24,434.33
6330 - Marshall Security LLC	3134	18-Security Services - SYP - November 2023	Paid by EFT # 56501		12/12/2023	12/12/2023	12/22/2023		12/22/2023	6,120.00
6330 - Marshall Security LLC	3135	18-Security Services (B-Line & Parks) - 11/01-11/30/2023	Paid by EFT # 56501		12/12/2023	12/12/2023	12/22/2023		12/22/2023	18,360.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 3		<u>\$48,914.33</u>
Program 189006 - Switchyard Property Totals								Invoice Transactions 7		<u>\$50,918.64</u>
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	21255	18 - UGS hardwood mulch (4)- 11-29-23	Paid by EFT # 56432		12/12/2023	12/12/2023	12/22/2023		12/22/2023	64.00
137 - Good Earth, LLC	21254	18 - UGS hardwood mulch (4)-11-29-23	Paid by EFT # 56432		12/12/2023	12/12/2023	12/22/2023		12/22/2023	64.00
137 - Good Earth, LLC	21251	18 - UGS hardwood mulch (4)-11-29-23	Paid by EFT # 56432		12/12/2023	12/12/2023	12/22/2023		12/22/2023	64.00
137 - Good Earth, LLC	21256	18 - UGS hardwood mulch (4)-11-29-23	Paid by EFT # 56432		12/12/2023	12/12/2023	12/22/2023		12/22/2023	64.00
137 - Good Earth, LLC	21249	18 - UGS hardwood mulch (4) 11/29/23	Paid by EFT # 56432		12/12/2023	12/12/2023	12/22/2023		12/22/2023	64.00
137 - Good Earth, LLC	21259	18 - UGS hardwood mulch (2) 11/30/23	Paid by EFT # 56432		12/12/2023	12/12/2023	12/22/2023		12/22/2023	94.00
Account 52220 - Agricultural Supplies Totals								Invoice Transactions 6		<u>\$414.00</u>
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	CI23058799/SO 231	18 - UGS pesticide spill kits, hand tools & volunteer supplies	Paid by EFT # 56320		12/12/2023	12/12/2023	12/22/2023		12/22/2023	2,888.74
313 - Fastenal Company	INBLM233685	18 - UGS traffic safety cones	Paid by EFT # 56423		12/12/2023	12/12/2023	12/22/2023		12/22/2023	797.16
4574 - John Deere Financial f.s.b. (Rural King)	199851	18 - UGS sprayer nozzle	Paid by Check # 77792		12/12/2023	12/12/2023	12/22/2023		12/22/2023	12.99
8658 - Kleindorfer's Hardware LLC	775967	18-handle & supplies	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	41.58
Account 52420 - Other Supplies Totals								Invoice Transactions 4		<u>\$3,740.47</u>



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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	2872974211321123	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023	Edit		12/20/2023	12/20/2023	12/20/2023			205.00
Account 53210 - Telephone Totals Invoice Transactions 1										\$205.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	152.60
208 - City Of Bloomington Utilities	14187-001 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	186.18
208 - City Of Bloomington Utilities	41294-001 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	128.81
Account 53530 - Water and Sewer Totals Invoice Transactions 3										\$467.59
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PM1023	18 - July 17 - October 30, 2023 invoices (OPS)	Paid by EFT # 56380		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,096.82
421 - Centerstone Of Indiana, INC	PRLands1023	18 - July 17 - October 30, 2023 invoices (UGS)	Paid by EFT # 56380		12/12/2023	12/12/2023	12/22/2023		12/22/2023	3,602.20
421 - Centerstone Of Indiana, INC	PRSwitch1023	18 - July 17 - October 30, 2023 invoices (SYP) & (UGS)	Paid by EFT # 56380		12/12/2023	12/12/2023	12/22/2023		12/22/2023	4,110.03
121 - Eco Logic, LLC	5527	18 - UGS Invasive plant mgmt at Wapehani Mntn Bike Park 11/22/23	Paid by EFT # 56413		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,250.00
121 - Eco Logic, LLC	5528	18 - UGS Miller-Showers Park vegetation management 11/16/23	Paid by EFT # 56413		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,529.12
121 - Eco Logic, LLC	5540	18 - UGS Wetland monitoring at Switchyard Park (Year 3)	Paid by EFT # 56413		12/12/2023	12/12/2023	12/22/2023		12/22/2023	9,422.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53990 - Other Services and Charges										
8962 - Benjamin Abel Hertel (Native View LLC)	197	18 - UGS Landscape Maintenance (B-Line Planters) - Dec 2023	Paid by EFT # 56441		12/12/2023	12/12/2023	12/22/2023		12/22/2023	4,190.63
Account 53990 - Other Services and Charges Totals							Invoice Transactions		7	\$25,200.80
Program 189500 - Landscaping Totals							Invoice Transactions		21	\$30,027.86
Program 189501 - Cemeteries										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	21220	18 - (14) CEM topsoil & mulch	Paid by EFT # 56432		12/12/2023	12/12/2023	12/22/2023		12/22/2023	224.00
137 - Good Earth, LLC	21234	18 - (6) CEM topsoil & mulch	Paid by EFT # 56432		12/12/2023	12/12/2023	12/22/2023		12/22/2023	96.00
Account 52220 - Agricultural Supplies Totals							Invoice Transactions		2	\$320.00
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	774220	18 - CEM supplies, (2) hoes & 1 gal simple green	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	56.37
Account 52420 - Other Supplies Totals							Invoice Transactions		1	\$56.37
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321123	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X111920 23	Edit		12/20/2023	12/20/2023	12/20/2023			41.00
Account 53210 - Telephone Totals							Invoice Transactions		1	\$41.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-0011123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	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)	54628249-120623	18-Natural Gas Rosehill 1 - 11/01-11/30/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	35.31
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50190557-120623	18-Natural Gas Rose Hill 2 11/01-11/30/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	40.25
Account 53540 - Natural Gas Totals							Invoice Transactions		2	\$75.56
Program 189501 - Cemeteries Totals							Invoice Transactions		7	\$895.44



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321123	06- cell phone chgs 10/12/23-11/11/23- Inv. 287297421132X111920 23	Edit		12/20/2023	12/20/2023	12/20/2023			199.72
Account 53210 - Telephone Totals							Invoice Transactions 1			\$199.72
Account 53990 - Other Services and Charges										
6614 - J.R. Ellington Tree Experts	505E8TH-10.2023	18-removal of 2 maple trees - 505 W. 8th Street	Paid by EFT # 56466		12/12/2023	12/12/2023	12/22/2023		12/22/2023	3,500.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$3,500.00
Program 189503 - Urban Forestry Totals							Invoice Transactions 2			\$3,699.72
Department 18 - Parks & Recreation Totals							Invoice Transactions 165			\$211,141.40
Fund 200 - Parks and Recreation Gen (S1301) Totals							Invoice Transactions 165			\$211,141.40
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53230 - Travel										
9013 - Kimberly J Clapp	RECTRAC-11/2023	18-Per diem/mileage- RecTrac Symposium- Vermont-11/6- 11/10/23	Paid by EFT # 56387		12/12/2023	12/12/2023	12/22/2023		12/22/2023	936.36
Account 53230 - Travel Totals							Invoice Transactions 1			\$936.36
Account 53990 - Other Services and Charges										
8945 - Zane Reed Phelps	RECTRAC-11/2023	18-Per diem/Uber/Pkg- RecTrac Symposium- Vermont-11/6- 11/10/23	Paid by EFT # 56545		12/12/2023	12/12/2023	12/22/2023		12/22/2023	242.96
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$242.96
Program 181000 - Administration Totals							Invoice Transactions 2			\$1,179.32
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1K3K-K94W-XHWL	18- (10) Cookbooks for Young Chefs	Paid by EFT # 56328		12/12/2023	12/12/2023	12/22/2023		12/22/2023	104.90
4549 - Kroger Limited Partnership I	083133	18 - The Cooking Classroom Supplies, veggies, ham, cheese, muffi	Paid by Check # 77793		12/12/2023	12/12/2023	12/22/2023		12/22/2023	41.92



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
7862 - Winslow Ranch Marketing, LLC	1339	18 - Veterans 5k social media content creation	Paid by EFT # 56651		12/12/2023	12/12/2023	12/22/2023		12/22/2023	475.00
Account 52420 - Other Supplies Totals Invoice Transactions 3										<u>\$621.82</u>
Account 53230 - Travel										
9030 - Shelby Nicole Drake	IPRA-11/2023	18-per diem/pkg-IPRA Conf-Ft Wayne-11/13-11/16/23	Paid by EFT # 56408		12/12/2023	12/12/2023	12/22/2023		12/22/2023	126.00
Account 53230 - Travel Totals Invoice Transactions 1										<u>\$126.00</u>
Program 181001 - Health & Wellness Totals Invoice Transactions 4										<u>\$747.82</u>
Program 182500 - Frank Southern Center										
Account 43320 - Skate Sharpening										
Blake Ward	2023-00002068	18-Refunds	Paid by Check # 77814		12/12/2023	12/12/2023	12/22/2023		12/22/2023	12.00
Account 43320 - Skate Sharpening Totals Invoice Transactions 1										<u>\$12.00</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QCV-QWFD-9NWV	18-FSC Stickers for Skating School	Paid by EFT # 56328		12/12/2023	12/12/2023	12/22/2023		12/22/2023	17.94
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>\$17.94</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	16589	18- FSC House Hockey Jerseys	Paid by EFT # 56316		12/12/2023	12/12/2023	12/22/2023		12/22/2023	690.00
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	16561	18- FSC House Hockey Jerseys/Socks	Paid by EFT # 56316		12/12/2023	12/12/2023	12/22/2023		12/22/2023	2,100.00
Account 52430 - Uniforms and Tools Totals Invoice Transactions 2										<u>\$2,790.00</u>
Account 53650 - Other Repairs										
294 - All-Phase Electric Supply, INC	0740-1019835	18-FSC Cooling Tower Starter and Contactor	Paid by EFT # 56326		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,160.72
Account 53650 - Other Repairs Totals Invoice Transactions 1										<u>\$1,160.72</u>
Program 182500 - Frank Southern Center Totals Invoice Transactions 5										<u>\$3,980.66</u>
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
4610 - Hopscotch Coffee, LLC	5088	18-FSC Coffee Beans 15 3x5 lb dark roast	Paid by EFT # 56446		12/12/2023	12/12/2023	12/22/2023		12/22/2023	195.00
5819 - Synchrony Bank	8858	18-FSC Concessions Products to sell 12-1-2023	Paid by Check # 77804		12/12/2023	12/12/2023	12/22/2023		12/22/2023	259.60



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	0625	18-FSC Concessions Items Purchased 12-8-23	Paid by Check # 77804		12/12/2023	12/12/2023	12/22/2023		12/22/2023	187.96
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	3	\$642.56
Account 52420 - Other Supplies										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	16589	18- FSC House Hockey Jerseys	Paid by EFT # 56316		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,410.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$1,410.00
Program 182501 - Frank Southern Center Concession Totals								Invoice Transactions	4	\$2,052.56
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
4849 - Bruce Wilds Security, LLC	11078	18- Security Services for 2023 Griffy Deer Hunt (4 Days)	Paid by EFT # 56366		12/12/2023	12/12/2023	12/22/2023		12/22/2023	4,400.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$4,400.00
Program 184000 - Natural Resources Totals								Invoice Transactions	1	\$4,400.00
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	083066	18-Kid City Snack and Supplies-12/6/23	Paid by Check # 77793		12/12/2023	12/12/2023	12/22/2023		12/22/2023	32.70
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$32.70
Account 53990 - Other Services and Charges										
203 - INDIANA UNIVERSITY	468720	18-2024 IU Camp Staff Recruitment Fair	Paid by Check # 77789		12/12/2023	12/12/2023	12/22/2023		12/22/2023	50.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$50.00
Program 184501 - Youth Services-Kid City Camps Totals								Invoice Transactions	2	\$82.70
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	12512	18 - TLRC Industrial Maintenance Supplies - 1 case of body waash	Paid by EFT # 56440		12/12/2023	12/12/2023	12/22/2023		12/22/2023	206.40
5819 - Synchrony Bank	8853	18 - TLRC Industrial Maintenance Supplies - trash bags, towels,	Paid by Check # 77804		12/12/2023	12/12/2023	12/22/2023		12/22/2023	369.13
Account 52210 - Institutional Supplies Totals								Invoice Transactions	2	\$575.53



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52340 - Other Repairs and Maintenance										
2406 - LUMOS Holding US Acquisition, Co (Life Fitness)	7530896	18- TLRC - Equip Repair Parts Leg Extension	Paid by EFT # 56495		12/12/2023	12/12/2023	12/22/2023		12/22/2023	149.04
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 1										<u>\$149.04</u>
Account 53310 - Printing										
392 - Koorsen Fire & Security, INC	IN00537912	18 - TLRC Annual Fire Extinguisher Inspections/Recharge	Paid by EFT # 56486		12/12/2023	12/12/2023	12/22/2023		12/22/2023	746.50
54935 - Vermont Systems, INC	VS010327	18- TLRC Membership Key Fob Order	Paid by EFT # 56636		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,225.00
Account 53310 - Printing Totals Invoice Transactions 2										<u>\$1,971.50</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 1123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	918.59
Account 53530 - Water and Sewer Totals Invoice Transactions 1										<u>\$918.59</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52765623-120523	18-Natural Gas TLRC - 10/30-11/29/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	608.97
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>\$608.97</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3223827	18 - TLRC Entry Mats 12/06/23	Paid by EFT # 56551		12/12/2023	12/12/2023	12/22/2023		12/22/2023	82.38
Account 53610 - Building Repairs Totals Invoice Transactions 1										<u>\$82.38</u>
Program 185000 - Twin Lakes Recreation Center Totals Invoice Transactions 8										<u>\$4,306.01</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	120723	18- TLRC Group Ex Instructor Pay 11/27/23-12/07/23	Paid by EFT # 56343		12/12/2023	12/12/2023	12/22/2023		12/22/2023	218.75
8271 - Morgan Brummett	120723	18-TLRC Fitness Specialist	Paid by EFT # 56367		12/12/2023	12/12/2023	12/22/2023		12/22/2023	275.00
7276 - Kaitlyn Clementi	120623	18- TLRC Group Ex Instructor Contractual Pay 11/27/23-12/06/23	Paid by EFT # 56390		12/12/2023	12/12/2023	12/22/2023		12/22/2023	240.00
8370 - Alice M Day	120523	18- TLRC Group Ex Instructor Pay 11/28/23 & 12/05/23	Paid by EFT # 56405		12/12/2023	12/12/2023	12/22/2023		12/22/2023	62.50
13007 - Valeria A Decastro	120623	18-TLRC Fitness Specialist	Paid by EFT # 56406		12/12/2023	12/12/2023	12/22/2023		12/22/2023	125.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
5274 - Catherine T Gossett	113023	18- TLRC Group Ex Instructor Contractual Pay 11/30/23	Paid by EFT # 56434		12/12/2023	12/12/2023	12/22/2023		12/22/2023	15.00
5274 - Catherine T Gossett	120823	18- TLRC Group Ex Instructor Contractual Pay 11/27/23-12/8/23	Paid by EFT # 56434		12/12/2023	12/12/2023	12/22/2023		12/22/2023	312.50
8399 - Gustavus Alexis McLeod	120723	18- TLRC Group Ex Instructor Pay 11/28/23-12/07/23	Paid by EFT # 56506		12/12/2023	12/12/2023	12/22/2023		12/22/2023	125.00
8894 - Matthew Thomas Moon	120723	18- TLRC Group Ex Instructor Pay 11/29/23-12/07/23	Paid by EFT # 56516		12/12/2023	12/12/2023	12/22/2023		12/22/2023	105.00
1973 - Megan M Stark	120823	18-TLRC - Personal Training payment 11/27/23-12/08/23	Paid by EFT # 56599		12/12/2023	12/12/2023	12/22/2023		12/22/2023	420.00
8184 - Emily E Tally	120723	18- TLRC Group Ex Instructor Pay 11/28/23-12/07/23	Paid by EFT # 56607		12/12/2023	12/12/2023	12/22/2023		12/22/2023	125.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	11		\$2,023.75
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions	11		\$2,023.75
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branam	112723	18-TLRC Basketball Official	Paid by EFT # 56364		12/12/2023	12/12/2023	12/22/2023		12/22/2023	75.00
7184 - Larry Branam	111523	18-TLRC Basketball Official-11/7-11/15/23	Paid by EFT # 56364		12/12/2023	12/12/2023	12/22/2023		12/22/2023	250.00
7184 - Larry Branam	121323	18-Basketball Official	Paid by EFT # 56364		12/12/2023	12/12/2023	12/22/2023		12/22/2023	150.00
8414 - Scott Matthew Burton	112923	18-TLRC Basketball Official	Paid by EFT # 56370		12/12/2023	12/12/2023	12/22/2023		12/22/2023	125.00
8414 - Scott Matthew Burton	111623	18-TLRC Basketball Official	Paid by EFT # 56370		12/12/2023	12/12/2023	12/22/2023		12/22/2023	125.00
8414 - Scott Matthew Burton	121223	18-Basketball Official	Paid by EFT # 56370		12/12/2023	12/12/2023	12/22/2023		12/22/2023	225.00
20105 - Brandon B Chambers	111323	18-TLRC Basketball Official	Paid by EFT # 56383		12/12/2023	12/12/2023	12/22/2023		12/22/2023	75.00
20105 - Brandon B Chambers	120423	18-Basketball Official	Paid by EFT # 56383		12/12/2023	12/12/2023	12/22/2023		12/22/2023	25.00
8960 - Chauncey Keith Craig	112923	18-TLRC Basketball Official	Paid by EFT # 56397		12/12/2023	12/12/2023	12/22/2023		12/22/2023	100.00
8960 - Chauncey Keith Craig	110823	18-TLRC Basketball Official	Paid by EFT # 56397		12/12/2023	12/12/2023	12/22/2023		12/22/2023	100.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
8960 - Chauncey Keith Craig	121323	18-Basketball Official	Paid by EFT # 56397		12/12/2023	12/12/2023	12/22/2023		12/22/2023	175.00
7147 - Keith E Crittenden	111523	18-TLRC Basketball Official	Paid by EFT # 56400		12/12/2023	12/12/2023	12/22/2023		12/22/2023	50.00
7147 - Keith E Crittenden	121423	18-Basketball Official	Paid by EFT # 56400		12/12/2023	12/12/2023	12/22/2023		12/22/2023	50.00
7537 - Ryan Fitzgerald	110723	18-TLRC Basketball Official	Paid by EFT # 56426		12/12/2023	12/12/2023	12/22/2023		12/22/2023	75.00
9009 - Schuyler Kallmeyer	112523	18 - Instructor Future Stars basketball 11/1-11/25/23	Paid by EFT # 56477		12/12/2023	12/12/2023	12/22/2023		12/22/2023	160.00
8862 - Gavin Muhlenkamp	112823	18-TLRC Basketball Official	Paid by EFT # 56522		12/12/2023	12/12/2023	12/22/2023		12/22/2023	50.00
8862 - Gavin Muhlenkamp	120723	18-Basketball Official	Paid by EFT # 56522		12/12/2023	12/12/2023	12/22/2023		12/22/2023	125.00
8961 - Brandon Olson	113023	18-TLRC Basketball Official	Paid by EFT # 56535		12/12/2023	12/12/2023	12/22/2023		12/22/2023	100.00
8961 - Brandon Olson	111423	18-TLRC Basketball Official	Paid by EFT # 56535		12/12/2023	12/12/2023	12/22/2023		12/22/2023	175.00
8961 - Brandon Olson	121423	18-Basketball Official	Paid by EFT # 56535		12/12/2023	12/12/2023	12/22/2023		12/22/2023	150.00
8566 - Jarrett Phillips	112923	18-TLRC Basketball Official	Paid by EFT # 56546		12/12/2023	12/12/2023	12/22/2023		12/22/2023	100.00
8566 - Jarrett Phillips	121223	18-Basketball Official	Paid by EFT # 56546		12/12/2023	12/12/2023	12/22/2023		12/22/2023	100.00
9069 - Aden Pierce	121123	18-Basketball Official	Paid by EFT # 56549		12/12/2023	12/12/2023	12/22/2023		12/22/2023	150.00
8999 - Mia Colleen Robbenolt	121223	18-Basketball Official	Paid by EFT # 56565		12/12/2023	12/12/2023	12/22/2023		12/22/2023	75.00
8913 - Patrick Blaze Sturm	113023	18-TLRC Basketball Official	Paid by EFT # 56602		12/12/2023	12/12/2023	12/22/2023		12/22/2023	100.00
8496 - Eliot Vartian-Foss	112823	18-TLRC Basketball Official	Paid by EFT # 56633		12/12/2023	12/12/2023	12/22/2023		12/22/2023	50.00
8496 - Eliot Vartian-Foss	121323	18-Basketball Official	Paid by EFT # 56633		12/12/2023	12/12/2023	12/22/2023		12/22/2023	175.00
8914 - Kennedy White	120623	18-Future Stars Basketball Instructor 11/8/23-12/06/23	Paid by EFT # 56649		12/12/2023	12/12/2023	12/22/2023		12/22/2023	245.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 28		\$3,355.00	
Program 185003 - TLRC-Basketball Totals							Invoice Transactions 28		\$3,355.00	



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	5723	18-TLRC Concession Items - 12-04-2023	Paid by Check # 77804		12/12/2023	12/12/2023	12/22/2023		12/22/2023	39.66
5819 - Synchrony Bank	0155	18 - TLRC Concessions Items for Sale 12-6-23	Paid by Check # 77804		12/12/2023	12/12/2023	12/22/2023		12/22/2023	156.88
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$196.54
Account 53160 - Instruction										
392 - Koorsen Fire & Security, INC	IN00537792	18 - TLRC Kitchen Hood Fire Suppression	Paid by EFT # 56486		12/12/2023	12/12/2023	12/22/2023		12/22/2023	199.87
Account 53160 - Instruction Totals								Invoice Transactions	1	\$199.87
Account 53630 - Machinery and Equipment Repairs										
392 - Koorsen Fire & Security, INC	IN00537792	18 - TLRC Kitchen Hood Fire Suppression	Paid by EFT # 56486		12/12/2023	12/12/2023	12/22/2023		12/22/2023	999.98
Account 53630 - Machinery and Equipment Repairs Totals								Invoice Transactions	1	\$999.98
Account 53830 - Bank Charges										
392 - Koorsen Fire & Security, INC	IN00537792	18 - TLRC Kitchen Hood Fire Suppression	Paid by EFT # 56486		12/12/2023	12/12/2023	12/22/2023		12/22/2023	199.88
Account 53830 - Bank Charges Totals								Invoice Transactions	1	\$199.88
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00537792	18 - TLRC Kitchen Hood Fire Suppression	Paid by EFT # 56486		12/12/2023	12/12/2023	12/22/2023		12/22/2023	80.84
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$80.84
Program 185006 - TLRC-Concessions Totals								Invoice Transactions	6	\$1,677.11
Program 186500 - Community Events										
Account 43270 - Registration Fees										
Charlotte Reitz	2023-00002138	18-Refunds	Paid by Check # 77812		12/12/2023	12/12/2023	12/22/2023		12/22/2023	10.00
Account 43270 - Registration Fees Totals								Invoice Transactions	1	\$10.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KG9-JQ1V-94C4	18- Cable Cover Protector/Icicle Lights	Paid by EFT # 56328		12/12/2023	12/12/2023	12/22/2023		12/22/2023	176.45
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WDX-3JV9-KQ74	18- Snow Machine Fluid/ Bell Ornaments	Paid by EFT # 56328		12/12/2023	12/12/2023	12/22/2023		12/22/2023	59.96
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CQ9-C1R9-4DXK	18- Cyanotype Paper Sun	Paid by EFT # 56328		12/12/2023	12/12/2023	12/22/2023		12/22/2023	59.98
5819 - Synchrony Bank	0497	18 - Cookies for Skate with Santa	Paid by Check # 77804		12/12/2023	12/12/2023	12/22/2023		12/22/2023	47.44
Account 52420 - Other Supplies Totals								Invoice Transactions	4	\$343.83
Account 53230 - Travel										
9059 - Tara Brooke	IPRA-11/2023	18-per diem-IPRA Conf-Ft. Wayne-11/13-11/16/23	Paid by EFT # 56365		12/12/2023	12/12/2023	12/22/2023		12/22/2023	96.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	3400133409	18- Hotel IPRA Conference -Fort Wayne- Brinson	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	417.00
3560 - First Financial Bank / Credit Cards	934391A	18- Hotel IPRA Conference-Fort Wayne - Ream	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	417.00
3560 - First Financial Bank / Credit Cards	943280A	18- Nov CC Hotel IPRA Conference - Drake	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	278.00
Account 53230 - Travel Totals							Invoice Transactions 4			\$1,208.00
Program 186500 - Community Events Totals							Invoice Transactions 9			\$1,561.83
Program 186503 - Community Events-Farmers' Market										
Account 43270 - Registration Fees										
Little Bowl Thai	2023-00002109	18-Refunds	Paid by Check # 77811		12/12/2023	12/12/2023	12/22/2023		12/22/2023	62.61
Account 43270 - Registration Fees Totals							Invoice Transactions 1			\$62.61
Account 47230 - Gift Certificate										
9041 - Copious INC (dba Brown County Coffee)	3528	18-Market Bucks and Gift Certificates	Paid by EFT # 56394		12/12/2023	12/12/2023	12/22/2023		12/22/2023	10.00
9041 - Copious INC (dba Brown County Coffee)	3454	18-Market Bucks and Gift Certificates	Paid by EFT # 56394		12/12/2023	12/12/2023	12/22/2023		12/22/2023	235.00
4360 - Earth Song Farm, LLC	3536	18-Gift Certificates	Paid by EFT # 56411		12/12/2023	12/12/2023	12/22/2023		12/22/2023	15.00
8980 - FirstLite Farms LLC	3539	18-Market Bucks and Gift Certificates	Paid by EFT # 56425		12/12/2023	12/12/2023	12/22/2023		12/22/2023	85.00
52276 - Hunter's Honey Farm	3521	18-Market Bucks and Gift Certificates	Paid by EFT # 56450		12/12/2023	12/12/2023	12/22/2023		12/22/2023	80.00
4281 - Living Roots, INC	3519	18-Market Bucks and Gift Certificates	Paid by EFT # 56492		12/12/2023	12/12/2023	12/22/2023		12/22/2023	95.00
9007 - Metta Gardens	3540	18-Market Bucks and Gift Certificates	Paid by EFT # 56508		12/12/2023	12/12/2023	12/22/2023		12/22/2023	35.00
19916 - Thomas D Phillips	3541	18-Market Bucks and Gift Certificates	Paid by EFT # 56547		12/12/2023	12/12/2023	12/22/2023		12/22/2023	65.00
6618 - James Sigman	3532	18-Market Bucks and Gift Certificates	Paid by EFT # 56584		12/12/2023	12/12/2023	12/22/2023		12/22/2023	20.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3544	18-Market Bucks and Gift Certificates	Paid by EFT # 56589		12/12/2023	12/12/2023	12/22/2023		12/22/2023	125.00
6623 - Twilight Dairy, LLC	3517	18-Market Bucks and Gift Certificates	Paid by EFT # 56625		12/12/2023	12/12/2023	12/22/2023		12/22/2023	110.00
6592 - Christopher Salem Willard	3538	18-Market Bucks and Gift Certificates	Paid by EFT # 56650		12/12/2023	12/12/2023	12/22/2023		12/22/2023	30.00
Account 47230 - Gift Certificate Totals							Invoice Transactions 12			\$905.00



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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										
8361 - Blooming Shrooms, LLC	3526	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	111.00
			56352							
9042 - Paula S Cook (DBA Canku Luta Gardens)	3545	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	45.00
			56393							
9041 - Copious INC (dba Brown County Coffee)	3528	18-Market Bucks and Gift Certificates	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	135.00
			56394							
9041 - Copious INC (dba Brown County Coffee)	3454	18-Market Bucks and Gift Certificates	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	714.00
			56394							
4360 - Earth Song Farm, LLC	3529	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	45.00
			56411							
8980 - FirstLite Farms LLC	3539	18-Market Bucks and Gift Certificates	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	21.00
			56425							
52276 - Hunter's Honey Farm	3521	18-Market Bucks and Gift Certificates	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	246.00
			56450							
52276 - Hunter's Honey Farm	3525	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	75.00
			56450							
52276 - Hunter's Honey Farm	3542	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	24.00
			56450							
8978 - Joel Jacobson (Simple Raw Eats)	3535	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	30.00
			56470							
4281 - Living Roots, INC	3519	18-Market Bucks and Gift Certificates	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	552.00
			56492							
4281 - Living Roots, INC	3533	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	81.00
			56492							
8952 - Sarah McGee (Heartland Family Farm)	3523	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	144.00
			56504							
8952 - Sarah McGee (Heartland Family Farm)	3527	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	84.00
			56504							
9007 - Metta Gardens	3540	18-Market Bucks and Gift Certificates	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	30.00
			56508							
4423 - New Ground Farm, LLC (Michael B Record)	3531	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	12.00
			56526							
12409 - Jeffrey A Padgett	3518	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	135.00
			56539							
12409 - Jeffrey A Padgett	3524	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	69.00
			56539							
19916 - Thomas D Phillips	3541	18-Market Bucks and Gift Certificates	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	105.00
			56547							
14571 - Melvin E Reeves	3520	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	9.00
			56561							
18289 - Jami D Scholl (Rezenience LLC)	3522	18-Market Bucks	Paid by EFT #		12/12/2023	12/12/2023	12/22/2023		12/22/2023	36.00
			56577							



Board of Park Commissioners Claim Register

Invoice Date Range 12/09/23 - 12/22/23

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 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
17532 - Ralph Shatto (Poseys & Pumpkins)	3530	18-Market Bucks	Paid by EFT # 56579		12/12/2023	12/12/2023	12/22/2023		12/22/2023	36.00
6618 - James Sigman	3532	18-Market Bucks and Gift Certificates	Paid by EFT # 56584		12/12/2023	12/12/2023	12/22/2023		12/22/2023	225.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3544	18-Market Bucks and Gift Certificates	Paid by EFT # 56589		12/12/2023	12/12/2023	12/22/2023		12/22/2023	87.00
6623 - Twilight Dairy, LLC	3517	18-Market Bucks and Gift Certificates	Paid by EFT # 56625		12/12/2023	12/12/2023	12/22/2023		12/22/2023	81.00
12425 - David W Widner	3537	18-Market Bucks	Paid by Check # 77809		12/12/2023	12/12/2023	12/22/2023		12/22/2023	42.00
6592 - Christopher Salem Willard	3538	18-Market Bucks and Gift Certificates	Paid by EFT # 56650		12/12/2023	12/12/2023	12/22/2023		12/22/2023	282.00
Account 47240 - EBT Market Bucks Totals									Invoice Transactions 27	\$3,456.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321123	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X111920 23	Edit		12/20/2023	12/20/2023	12/20/2023			70.24
Account 53210 - Telephone Totals									Invoice Transactions 1	\$70.24
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-0011123	18-Water Sewer Charges November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023		12/13/2023	11.01
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$11.01
Account 53940 - Temporary Contractual Employee										
7342 - Cortland V Carrington (Mushroom Inspection)	081323	18- Mushroom Inspection at Farmers' Market 6/25/23-08/13/23	Paid by EFT # 56377		12/12/2023	12/12/2023	12/22/2023		12/22/2023	180.00
3875 - Sandra Salinas-Kobylka	112623	18- Farmers' Market Cleaning Services 09/03/23-11/26/23	Paid by EFT # 56575		12/12/2023	12/12/2023	12/22/2023		12/22/2023	650.00
3875 - Sandra Salinas-Kobylka	082923	18- Farmers' Market Cleaning Services 7/30/23-08/29/23	Paid by EFT # 56575		12/12/2023	12/12/2023	12/22/2023		12/22/2023	325.00
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 3	\$1,155.00
Account 53990 - Other Services and Charges										
9014 - Nathaniel G Jimenez	14	18 FM Entertainment - 8/26/2023	Paid by EFT # 56473		12/12/2023	12/12/2023	12/22/2023		12/22/2023	150.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$150.00



Board of Park Commissioners Claim Register

Invoice Date Range 12/09/23 - 12/22/23

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 186503 - Community Events-Farmers' Market Totals								Invoice Transactions	46	\$5,809.86
Program 186506 - Performing Art Series										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	775083	18- sound system repair parts	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	48.51
8658 - Kleindorfer's Hardware LLC	775084	18-conduit for sound equipment	Paid by EFT # 56482		12/12/2023	12/12/2023	12/22/2023		12/22/2023	10.49
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$59.00
Program 186506 - Performing Art Series Totals								Invoice Transactions	2	\$59.00
Program 189503 - Urban Forestry										
Account 52220 - Agricultural Supplies										
3560 - First Financial Bank / Credit Cards	10708051	18- Van Engelen spring bulbs	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,105.44
3560 - First Financial Bank / Credit Cards	19122 08 0797	18- Menards Replacement Decking Boardwalk	Paid by Check # 77782		12/12/2023	12/12/2023	12/22/2023		12/22/2023	4,506.02
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	2	\$5,611.46
Program 189503 - Urban Forestry Totals								Invoice Transactions	2	\$5,611.46
Program G23011 - 2023 Nature Preserves Invasive S										
Account 53990 - Other Services and Charges										
121 - Eco Logic, LLC	5441	18-Griffy Foliar Resprout Treatment (Schneider Parcel)-Aug 2023	Paid by EFT # 56413		12/12/2023	12/12/2023	12/22/2023		12/22/2023	738.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$738.00
Program G23011 - 2023 Nature Preserves Invasive S Totals								Invoice Transactions	1	\$738.00
Department 18 - Parks & Recreation Totals								Invoice Transactions	131	\$37,585.08
Fund 201 - Parks and Rec Non Reverting Totals								Invoice Transactions	131	\$37,585.08
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
7973 - Spectrum, LLC	SpectrumGRIFA PP2	18- Invoice #13068-Southern section-Griffy Loop Trail-App 1	Paid by EFT # 56594		12/12/2023	12/12/2023	12/22/2023		12/22/2023	85,809.94
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$85,809.94
Program 18018B - Griffy Loop Trail Lower Cascades Totals								Invoice Transactions	1	\$85,809.94
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	ReedApp2Gate way1	18-Retainage fee for Gateway Proj (Reed & Sons)-App 2	Paid by Check # 77784		12/12/2023	12/12/2023	12/22/2023		12/22/2023	2,053.42



Board of Park Commissioners Claim Register

Invoice Date Range 12/09/23 - 12/22/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
503 - Reed And Sons Construction, INC	ReedApp2Gate way1	18-Construction services-Gateway Project-App 2	Paid by EFT # 56559		12/12/2023	12/12/2023	12/22/2023		12/22/2023	39,014.85
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$41,068.27
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals							Invoice Transactions	2		\$41,068.27
Department 18 - Parks & Recreation Totals							Invoice Transactions	3		\$126,878.21
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	3		\$126,878.21
Fund 985 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
3663 - WSP USA, INC	1371985	07-2nd St PB-2nd St Modernization Proj LPA-10/4-11/10/23	Paid by EFT # 56656		12/12/2023	12/12/2023	12/22/2023		12/22/2023	8,096.53
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$8,096.53
Program 180000 - Main Totals							Invoice Transactions	1		\$8,096.53
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$8,096.53
Fund 985 - Parks GO Bonds 2022 Totals							Invoice Transactions	1		\$8,096.53
Grand Totals							Invoice Transactions	300		\$383,701.22

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/29/2023	Payroll				150,701.73
					<u>150,701.73</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 \$ 150,701.73

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 _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/12/2024	Payroll				141,501.87
					<u>141,501.87</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 \$ 141,501.87

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_____

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/19/24	Claims				\$538,316.15
					<u>\$538,316.15</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 \$538,316.15 1/19/2024

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_____



Board of Park Commissioners Claim Register

Invoice Date Range 12/23/23 - 01/19/24

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 52110 - Office Supplies										
53442 - Paragon Micro, INC	S5139329	18-Laptop charger for Zane	Paid by EFT # 56886		01/09/2024	01/09/2024	01/19/2024		01/19/2024	43.99
Account 52110 - Office Supplies Totals										Invoice Transactions 1
										\$43.99
Account 53210 - Telephone										
1079 - AT&T	812349370012-23	18-phone charges 11/20-12/19/23-#812 349-3700 107 2	Paid by Check # 77830		12/27/2023	12/27/2023	12/27/2023		12/27/2023	2,231.52
Account 53210 - Telephone Totals										Invoice Transactions 1
Program 181000 - Administration Totals										\$2,231.52
										Invoice Transactions 2
										\$2,275.51
Program 181100 - Marketing										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	41859	18-Jan/Feb 2024 Kids Kraze #825	Paid by EFT # 56719		01/09/2024	01/09/2024	01/19/2024		01/19/2024	288.75
Account 53310 - Printing Totals										Invoice Transactions 1
										\$288.75
Account 53320 - Advertising										
3560 - First Financial Bank / Credit Cards	5853121524805349	18-Community Relations Facebook Ad for Veterans 5k	Paid by Check # 77864		01/09/2024	01/09/2024	01/19/2024		01/19/2024	13.69
6891 - Gatehouse Media Indiana Holdings	0006094922	18-December 2023 display ads and classifieds	Paid by EFT # 56801		01/09/2024	01/09/2024	01/19/2024		01/19/2024	794.03
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12312114270	18-30-sec spots for Winter Lights Dec Nights on WGCL	Paid by EFT # 56917		01/09/2024	01/09/2024	01/19/2024		01/19/2024	225.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12312114335	18-30-sec spots for Winter Lights Dec Nights on WTTS	Paid by EFT # 56917		01/09/2024	01/09/2024	01/19/2024		01/19/2024	270.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231238723	18-30-sec spots for Skate with Santa on WHCC	Paid by EFT # 56921		01/09/2024	01/09/2024	01/19/2024		01/19/2024	250.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231238718	18-30-sec spots for Skate with Santa on WBWB	Paid by EFT # 56921		01/09/2024	01/09/2024	01/19/2024		01/19/2024	250.00
Account 53320 - Advertising Totals										Invoice Transactions 6
										\$1,802.72
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2095379	18-Community Relations Annual Sub-Boomerang-11/27/23-11/27/24	Paid by Check # 77864		01/09/2024	01/09/2024	01/19/2024		01/19/2024	179.76
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
Program 181100 - Marketing Totals										\$179.76
										Invoice Transactions 8
										\$2,271.23



Board of Park Commissioners Claim Register

Invoice Date Range 12/23/23 - 01/19/24

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	122723-2ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77833		12/27/2023	12/27/2023	12/27/2023		12/27/2023	332.39
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$332.39
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions	1	\$332.39
Program 182002 - Aquatics - Mills Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	122723-3ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77834		12/27/2023	12/27/2023	12/27/2023		12/27/2023	21.26
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$21.26
Program 182002 - Aquatics - Mills Pool Totals								Invoice Transactions	1	\$21.26
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3158664003	18-FSC Zamboni Propane 12-20-23	Paid by EFT # 56723		01/09/2024	01/09/2024	01/19/2024		01/19/2024	173.29
2708 - AmeriGas Propane, LP	3158354679	18-FSC Zamboni Propane 12-12-23	Paid by EFT # 56723		01/09/2024	01/09/2024	01/19/2024		01/19/2024	235.56
2708 - AmeriGas Propane, LP	3159059963	18-FSC Zamboni Propane 12-30-23	Paid by EFT # 56723		01/09/2024	01/09/2024	01/19/2024		01/19/2024	171.74
Account 52240 - Fuel and Oil Totals								Invoice Transactions	3	\$580.59
Account 52340 - Other Repairs and Maintenance										
4140 - Interstate All Battery Center of Bloomington, INC	1903301014170	18-FSC Battery for ice edger	Paid by EFT # 56836		01/09/2024	01/09/2024	01/19/2024		01/19/2024	44.00
8658 - Kleindorfer's Hardware LLC	769775	18-FSC hose, valve, bushing	Paid by EFT # 56848		01/09/2024	01/09/2024	01/19/2024		01/19/2024	57.37
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	2	\$101.37
Account 53510 - Electrical Services										
223 - Duke Energy	122723-1ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77832		12/27/2023	12/27/2023	12/27/2023		12/27/2023	7,373.16
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$7,373.16
Account 53610 - Building Repairs										
4902 - DEEM, LLC	1075552	18- FSC Cooling Tower Repair Mechanical Rm- 12/1/23	Paid by EFT # 56778		01/09/2024	01/09/2024	01/19/2024		01/19/2024	693.00
539 - Price Electric, INC	38162	18-LED lights (48) for FSC lobby-12/5/23	Paid by EFT # 56899		01/09/2024	01/09/2024	01/19/2024		01/19/2024	1,800.00
Account 53610 - Building Repairs Totals								Invoice Transactions	2	\$2,493.00



Board of Park Commissioners Claim Register

Invoice Date Range 12/23/23 - 01/19/24

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 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	937.97
Account 53830 - Bank Charges Totals										Invoice Transactions 1
										<u>\$937.97</u>
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6256	18-FSC lobby/locker room bi weekly cleaning service - Dec 2023	Paid by EFT # 56783		01/09/2024	01/09/2024	01/19/2024		01/19/2024	200.00
53657 - Plymate, INC	3228172	18-FSC Entry Rug Cleaning Service 12/26/23	Paid by EFT # 56894		01/09/2024	01/09/2024	01/19/2024		01/19/2024	77.21
53657 - Plymate, INC	3225005	18-FSC Entry Rug Cleaning Service 12/12/23	Paid by EFT # 56894		01/09/2024	01/09/2024	01/19/2024		01/19/2024	77.21
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 3
										<u>\$354.42</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003251542	18- FSC trash services January 2024	Paid by EFT # 56698		01/03/2024	01/03/2024	01/03/2024		01/03/2024	233.50
Account 53950 - Landfill Totals										Invoice Transactions 1
										<u>\$233.50</u>
Account 53990 - Other Services and Charges										
4170 - Comcast Cable Communications, INC	1190548452121323	18-FSC cable service 12/27/23-1/26/24	Paid by Check # 77840		01/03/2024	01/03/2024	01/03/2024		01/03/2024	121.18
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										<u>\$121.18</u>
Program 182500 - Frank Southern Center Totals										Invoice Transactions 14
										<u>\$12,195.19</u>
Program 183500 - Golf Services										
Account 53310 - Printing										
5249 - Golf Associates Advertising Co., INC	293870	18 - Cascades Golf Scorecards	Paid by EFT # 56804		01/09/2024	01/09/2024	01/19/2024		01/19/2024	2,427.37
Account 53310 - Printing Totals										Invoice Transactions 1
										<u>\$2,427.37</u>
Account 53510 - Electrical Services										
223 - Duke Energy	122723-1ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77832		12/27/2023	12/27/2023	12/27/2023		12/27/2023	823.80
223 - Duke Energy	122723-2ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77833		12/27/2023	12/27/2023	12/27/2023		12/27/2023	65.47
Account 53510 - Electrical Services Totals										Invoice Transactions 2
										<u>\$889.27</u>
Account 53650 - Other Repairs										
409 - Black Lumber Co. INC	560747	18 - Cascades- Lumber for Bridge Repair	Paid by EFT # 56740		01/09/2024	01/09/2024	01/19/2024		01/19/2024	3,053.00
Account 53650 - Other Repairs Totals										Invoice Transactions 1
										<u>\$3,053.00</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 183500 - Golf Services										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	1,606.85
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$1,606.85
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190943794120 223	18 - Cascades Golf Course Cable 12/6/23-01/05/24	Paid by Check # 77840		01/03/2024	01/03/2024	01/03/2024		01/03/2024	200.04
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$200.04
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003250420	18- Cascades Clubhouse trash services January 2024	Paid by EFT # 56698		01/03/2024	01/03/2024	01/03/2024		01/03/2024	347.75
Account 53950 - Landfill Totals									Invoice Transactions 1	\$347.75
Account 53990 - Other Services and Charges										
4046 - Heritage-Crystal Clean, INC	18409100	18 - Cascades Parts Cleaning Service	Paid by EFT # 56817		01/09/2024	01/09/2024	01/19/2024		01/19/2024	256.43
204 - State Of Indiana	62135	18-(2) Background Checks - September 2023	Paid by Check # 77879		01/09/2024	01/09/2024	01/19/2024		01/19/2024	7.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$263.43
Program 183500 - Golf Services Totals									Invoice Transactions 9	\$8,787.71
Program 184000 - Natural Resources										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	769357	18-gloss black paint, scotch brite, screws, bit	Paid by EFT # 56848		01/09/2024	01/09/2024	01/19/2024		01/19/2024	34.00
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$34.00
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	0S0304096427	18-Nat. Res. Program Supplies-12/18/23	Paid by EFT # 56743		01/09/2024	01/09/2024	01/19/2024		01/19/2024	28.35
8658 - Kleindorfer's Hardware LLC	768884	18-items to replace missing cable & hardware restricting acces	Paid by EFT # 56848		01/09/2024	01/09/2024	01/19/2024		01/19/2024	32.68
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$61.03
Account 53510 - Electrical Services										
223 - Duke Energy	122723-2ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77833		12/27/2023	12/27/2023	12/27/2023		12/27/2023	33.57
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$33.57



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62131	18-(1) Background Check - August 2023	Paid by Check # 77879		01/09/2024	01/09/2024	01/19/2024		01/19/2024	7.00
7442 - Western EcoSystems Technology, INC	95838	18-Griffy Wetland Delineation -10/29-11/25/23	Paid by EFT # 56960		01/09/2024	01/09/2024	01/19/2024		01/19/2024	327.50
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$334.50
Program 184000 - Natural Resources Totals							Invoice Transactions 6			\$463.10
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	122723-1ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77832		12/27/2023	12/27/2023	12/27/2023		12/27/2023	223.58
Account 53510 - Electrical Services Totals							Invoice Transactions 1			\$223.58
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 1			\$223.58
Program 186500 - Community Events										
Account 53910 - Dues and Subscriptions										
5228 - American Society of Composers, Authors & Publisher	500754550 2024	18- 2024 Music Basic License Fee	Paid by EFT # 56722		01/09/2024	01/09/2024	01/19/2024		01/19/2024	1,041.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			\$1,041.00
Program 186500 - Community Events Totals							Invoice Transactions 1			\$1,041.00
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	122723-1ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77832		12/27/2023	12/27/2023	12/27/2023		12/27/2023	11.12
223 - Duke Energy	122723-2ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77833		12/27/2023	12/27/2023	12/27/2023		12/27/2023	879.88
223 - Duke Energy	122723-3ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77834		12/27/2023	12/27/2023	12/27/2023		12/27/2023	51.86
Account 53510 - Electrical Services Totals							Invoice Transactions 3			\$942.86
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003251553	18- TLSP trash services January 2024	Paid by EFT # 56698		01/03/2024	01/03/2024	01/03/2024		01/03/2024	347.75
Account 53950 - Landfill Totals							Invoice Transactions 1			\$347.75
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 4			\$1,290.61
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	122723-1ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77832		12/27/2023	12/27/2023	12/27/2023		12/27/2023	388.62



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	122723-3ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77834		12/27/2023	12/27/2023	12/27/2023		12/27/2023	11.13
								Account 53510 - Electrical Services Totals	Invoice Transactions 2	\$399.75
								Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 2	\$399.75
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	122723-3ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77834		12/27/2023	12/27/2023	12/27/2023		12/27/2023	139.76
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$139.76
								Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 1	\$139.76
Program 187500 - Banneker										
Account 53140 - Exterminator Services										
4073 - Terminix International	439926534	18-930 W 7th St. Pest Control 11/3/23	Paid by Check # 77884		01/09/2024	01/09/2024	01/19/2024		01/19/2024	78.00
								Account 53140 - Exterminator Services Totals	Invoice Transactions 1	\$78.00
Account 53510 - Electrical Services										
223 - Duke Energy	122723-2ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77833		12/27/2023	12/27/2023	12/27/2023		12/27/2023	399.41
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$399.41
Account 53610 - Building Repairs										
3560 - First Financial Bank / Credit Cards	365308	18-Dept of Homeland Sec- Banneker Elevator Certification-12/6/23	Paid by Check # 77864		01/09/2024	01/09/2024	01/19/2024		01/19/2024	131.32
392 - Koorsen Fire & Security, INC	IN00559803	18- Banneker quarterly fire alarm monitoring 1/1/24-3/31/24	Paid by EFT # 56851		01/09/2024	01/09/2024	01/19/2024		01/19/2024	84.41
392 - Koorsen Fire & Security, INC	IN00547435	18- Banneker Annual Backflow inspection	Paid by EFT # 56851		01/09/2024	01/09/2024	01/19/2024		01/19/2024	346.94
								Account 53610 - Building Repairs Totals	Invoice Transactions 3	\$562.67
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	23.39
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$23.39



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53910 - Dues and Subscriptions										
7257 - Scenario Learning, LLC (Vector Solutions)	INV87223	18-SLSSA, K12 edition & SLSST, employee safety/compliance-2024	Paid by EFT # 56918		01/09/2024	01/09/2024	01/19/2024		01/19/2024	907.44
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										<u>\$907.44</u>
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6249	18-Banneker Cleaning Service - December 2023	Paid by EFT # 56783		01/09/2024	01/09/2024	01/19/2024		01/19/2024	210.00
204 - State Of Indiana	62143	18-(1) Background Check - November 2023	Paid by Check # 77879		01/09/2024	01/09/2024	01/19/2024		01/19/2024	7.00
204 - State Of Indiana	62135	18-(2) Background Checks - September 2023	Paid by Check # 77879		01/09/2024	01/09/2024	01/19/2024		01/19/2024	7.00
204 - State Of Indiana	62139	18-(3) Background Checks - October 2023	Paid by Check # 77879		01/09/2024	01/09/2024	01/19/2024		01/19/2024	21.00
204 - State Of Indiana	62130	18-(5) Background Checks - August 2023	Paid by Check # 77879		01/09/2024	01/09/2024	01/19/2024		01/19/2024	35.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 5
Program 187500 - Banneker Totals										<u>\$280.00</u>
										Invoice Transactions 12
										<u>\$2,250.91</u>
Program 189000 - Operations										
Account 52230 - Garage and Motor Supplies										
8658 - Kleindorfer's Hardware LLC	770526	18-caster wheels	Paid by EFT # 56848		01/09/2024	01/09/2024	01/19/2024		01/19/2024	19.98
Account 52230 - Garage and Motor Supplies Totals										Invoice Transactions 1
										<u>\$19.98</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	561691	18-white mini blind for Rosehill Office	Paid by EFT # 56740		01/09/2024	01/09/2024	01/19/2024		01/19/2024	16.99
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 1
										<u>\$16.99</u>
Account 53110 - Engineering and Architectural										
10 - Bledsoe Riggert Cooper & James INC	29131	18-Design/engineering services-RCA accessible pathway-12/31/23	Paid by EFT # 56741		01/09/2024	01/09/2024	01/19/2024		01/19/2024	80.00
Account 53110 - Engineering and Architectural Totals										Invoice Transactions 1
										<u>\$80.00</u>
Account 53220 - Postage										
3560 - First Financial Bank / Credit Cards	940382877997	18- FedEx Charges - send to EV Connect-12/12/23	Paid by Check # 77864		01/09/2024	01/09/2024	01/19/2024		01/19/2024	329.21
Account 53220 - Postage Totals										Invoice Transactions 1
										<u>\$329.21</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53510 - Electrical Services										
223 - Duke Energy	122723-1ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77832		12/27/2023	12/27/2023	12/27/2023		12/27/2023	869.98
223 - Duke Energy	122723-2ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77833		12/27/2023	12/27/2023	12/27/2023		12/27/2023	1,604.76
223 - Duke Energy	122723-3ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77834		12/27/2023	12/27/2023	12/27/2023		12/27/2023	216.20
Account 53510 - Electrical Services Totals								Invoice Transactions	3	\$2,690.94
Account 53610 - Building Repairs										
818 - Everywhere Signs, LLC	61286	18-Lighting repairs to outdoor marquee at the BCT-1/2/24	Paid by EFT # 56793		01/09/2024	01/09/2024	01/19/2024		01/19/2024	1,302.42
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$1,302.42
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3225404	18-Floor mat services @ OPS Ctr & RH/OPS Office 12/13/23	Paid by EFT # 56894		01/09/2024	01/09/2024	01/19/2024		01/19/2024	28.26
53657 - Plymate, INC	3225403	18-Floor mat services @ OPS Ctr & RH/OPS Office 12/13/23	Paid by EFT # 56894		01/09/2024	01/09/2024	01/19/2024		01/19/2024	25.52
4175 - The Stables Events, LLC (Izzy's Rentals)	19724	18-Year-round pumping/cleaning of (8) port-a-let units-Dec 2023	Paid by EFT # 56938		01/09/2024	01/09/2024	01/19/2024		01/19/2024	640.00
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	3	\$693.78
Account 53990 - Other Services and Charges										
10 - Bledsoe Riggert Cooper & James INC	29131	18-Design/engineering services-RCA accessible pathway-12/31/23	Paid by EFT # 56741		01/09/2024	01/09/2024	01/19/2024		01/19/2024	1,507.00
10 - Bledsoe Riggert Cooper & James INC	28945	18-Design/engineering services-RCA accessible pathway-11/30/23	Paid by EFT # 56741		01/09/2024	01/09/2024	01/19/2024		01/19/2024	7,406.00
19741 - Mader Design, LLC	1797	18-Landscape design serv-Building Trades Park - 1-3-2024	Paid by EFT # 56861		01/09/2024	01/09/2024	01/19/2024		01/19/2024	4,500.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	3	\$13,413.00
Program 189000 - Operations Totals								Invoice Transactions	14	\$18,546.32
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I349557-01	18-SYP Hand Soap	Paid by Check # 77868		01/09/2024	01/09/2024	01/19/2024		01/19/2024	189.50
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	\$189.50



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53510 - Electrical Services										
223 - Duke Energy	122723-3ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77834		12/27/2023	12/27/2023	12/27/2023		12/27/2023	3,076.71
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$3,076.71
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3228569	18-SYP Vestibule Rug Service 12/27/23	Paid by EFT # 56894		01/09/2024	01/09/2024	01/19/2024		01/19/2024	114.33
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$114.33
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003269087	18- SYP 8 Yard Dumpster service-Dec 2023	Paid by EFT # 56714		01/10/2024	01/10/2024	01/10/2024		01/10/2024	214.06
Account 53950 - Landfill Totals									Invoice Transactions 1	\$214.06
Account 53990 - Other Services and Charges										
231 - IU Health OCC Health Services	00153171-00	18- SYP Hearing Test - Maggie Tull-11/21/23	Paid by EFT # 56840		01/09/2024	01/09/2024	01/19/2024		01/19/2024	37.00
231 - IU Health OCC Health Services	00152786-00	18- SYP Hearing Test - Josh Hinton-11/27/23	Paid by EFT # 56840		01/09/2024	01/09/2024	01/19/2024		01/19/2024	37.00
231 - IU Health OCC Health Services	00152788-00	18- SYP Hearing Test - Jeff Ruthenburg-11/28/23	Paid by EFT # 56840		01/09/2024	01/09/2024	01/19/2024		01/19/2024	37.00
231 - IU Health OCC Health Services	00152882-00	18- SYP Hearing Test - Emily Gardner-11/30/23	Paid by EFT # 56840		01/09/2024	01/09/2024	01/19/2024		01/19/2024	37.00
231 - IU Health OCC Health Services	00152234-00	18 -SYP Hearing Test - Jake Wood-11/10/23	Paid by EFT # 56840		01/09/2024	01/09/2024	01/19/2024		01/19/2024	37.00
6330 - Marshall Security LLC	3180	18-Security Services - SYP - December 2023	Paid by EFT # 56863		01/09/2024	01/09/2024	01/19/2024		01/19/2024	6,426.00
6330 - Marshall Security LLC	3179	18-Security Services (B-Line) - 12/1-12/31/2023	Paid by EFT # 56863		01/09/2024	01/09/2024	01/19/2024		01/19/2024	19,278.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 7	\$25,889.00
Program 189006 - Switchyard Property Totals									Invoice Transactions 11	\$29,483.60
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
4568 - Forestry Suppliers, INC	482175-00	18 - UGS erosion control fabric	Paid by EFT # 56798		01/09/2024	01/09/2024	01/19/2024		01/19/2024	1,029.59
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$1,029.59



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	396323	18- J. Behrman OISC Pesticide Applicator Exam	Paid by Check # 77864		01/09/2024	01/09/2024	01/19/2024		01/19/2024	55.00
Account 53160 - Instruction Totals							Invoice Transactions 1			\$55.00
Program 189500 - Landscaping Totals							Invoice Transactions 2			\$1,084.59
Program 189501 - Cemeteries										
Account 53510 - Electrical Services										
223 - Duke Energy	122723- 2ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77833		12/27/2023	12/27/2023	12/27/2023		12/27/2023	150.22
Account 53510 - Electrical Services Totals							Invoice Transactions 1			\$150.22
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	69.92
Account 53830 - Bank Charges Totals							Invoice Transactions 1			\$69.92
Account 53990 - Other Services and Charges										
14312 - Baker Stone Work, INC	12-12-23	18-Rose Hill Cemetery West Border Wall Repair	Paid by EFT # 56734		01/09/2024	01/09/2024	01/19/2024		01/19/2024	5,075.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$5,075.00
Program 189501 - Cemeteries Totals							Invoice Transactions 3			\$5,295.14
Program 189503 - Urban Forestry										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	769093	18-UF T-posts, saw blades, TSO staples, zip ties	Paid by EFT # 56848		01/09/2024	01/09/2024	01/19/2024		01/19/2024	801.14
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1			\$801.14
Account 53990 - Other Services and Charges										
3735 - Bluestone Tree, INC.	13691	18-UF Tree Pruning Contract - 2401 S. Olcott Blvd	Paid by EFT # 56747		01/09/2024	01/09/2024	01/19/2024		01/19/2024	12,250.00
3735 - Bluestone Tree, INC.	13718	18-UF Tree Pruning Contract - 2707 S. Olcott Blvd	Paid by EFT # 56747		01/09/2024	01/09/2024	01/19/2024		01/19/2024	12,050.00
3735 - Bluestone Tree, INC.	13722	18-UF Tree Pruning Contract - 2501 S. Olcott Blvd	Paid by EFT # 56747		01/09/2024	01/09/2024	01/19/2024		01/19/2024	5,750.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53990 - Other Services and Charges										
3735 - Bluestone Tree, INC.	13690	18-UF Tree Pruning Contract - 2400 S, Adams St.	Paid by EFT # 56747		01/09/2024	01/09/2024	01/19/2024		01/19/2024	5,390.00
3735 - Bluestone Tree, INC.	13384	18-UF Hazard tree removal service agreement - 302 W 11 St.	Paid by EFT # 56747		01/09/2024	01/09/2024	01/19/2024		01/19/2024	2,500.00
3735 - Bluestone Tree, INC.	13726	18-UF Tree Pruning Contract - 1494 W. Adams Hill Circle	Paid by EFT # 56747		01/09/2024	01/09/2024	01/19/2024		01/19/2024	6,400.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	6		\$44,340.00
Program 189503 - Urban Forestry Totals							Invoice Transactions	7		\$45,141.14
Department 18 - Parks & Recreation Totals							Invoice Transactions	99		\$131,242.79
Fund 200 - Parks and Recreation Gen (\$1301) Totals							Invoice Transactions	99		\$131,242.79
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	116.52
Account 53830 - Bank Charges Totals							Invoice Transactions	1		\$116.52
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	1722830	18- Parks Retreat Qdoba Catering- 12/7/23	Paid by Check # 77864		01/09/2024	01/09/2024	01/19/2024		01/19/2024	901.31
4549 - Kroger Limited Partnership I	112140	18-Retreat supplies- 12/7/23	Paid by Check # 77874		01/09/2024	01/09/2024	01/19/2024		01/19/2024	40.21
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$941.52
Program 181000 - Administration Totals							Invoice Transactions	3		\$1,058.04
Program 181001 - Health & Wellness										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	90.11
Account 53830 - Bank Charges Totals							Invoice Transactions	1		\$90.11
Program 181001 - Health & Wellness Totals							Invoice Transactions	1		\$90.11



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	181020	18-FSC Concessions Items To Sell - 12-12-23	Paid by EFT # 56803		01/09/2024	01/09/2024	01/19/2024		01/19/2024	1,019.20
4610 - Hopscotch Coffee, LLC	5109	18-FSC Coffee beans for concessions	Paid by EFT # 56822		01/09/2024	01/09/2024	01/19/2024		01/19/2024	200.00
5819 - Synchrony Bank	7799	18-FSC Concessions Items To Sell - 12/20/23	Paid by Check # 77882		01/09/2024	01/09/2024	01/19/2024		01/19/2024	513.14
5819 - Synchrony Bank	6015	18-FSC Concessions Items To Sell - 1/3/24	Paid by Check # 77882		01/09/2024	01/09/2024	01/19/2024		01/19/2024	271.62
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 4			\$2,003.96
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1ML4-C17D-FCK6	18-FSC Concessions Coffee stir sticks	Paid by EFT # 56721		01/09/2024	01/09/2024	01/19/2024		01/19/2024	9.89
9269 - Ferguson Facilities Supply, HP Products #3400	0632540	18-FSC Concessions Coffee Cups	Paid by EFT # 56795		01/09/2024	01/09/2024	01/19/2024		01/19/2024	125.02
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$134.91
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions 6			\$2,138.87
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	2801	18-Snack bar items - Cascades Golf Course 12-14-23	Paid by Check # 77882		01/09/2024	01/09/2024	01/19/2024		01/19/2024	51.32
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 1			\$51.32
Program 183500 - Golf Services Totals							Invoice Transactions 1			\$51.32
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
121 - Eco Logic, LLC	5546	18- Griffy NP 2023 Deer Browse Study 21-23	Paid by EFT # 56784		01/09/2024	01/09/2024	01/19/2024		01/19/2024	1,838.03
4756 - White Buffalo, INC	2023-50	18- Griffy NP 2023 Deer Cull and Reporting-12/12/23	Paid by EFT # 56961		01/09/2024	01/09/2024	01/19/2024		01/19/2024	23,622.31
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$25,460.34
Program 184000 - Natural Resources Totals							Invoice Transactions 2			\$25,460.34



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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 184500 - Youth Services -Juke Box										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	10.85
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$10.85
								Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	\$10.85
Program 184501 - Youth Services-Kid City Camps										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	66.82
								Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$66.82
								Program 184501 - Youth Services-Kid City Camps Totals	Invoice Transactions 1	\$66.82
Program 185000 - Twin Lakes Recreation Center										
Account 43240 - Season Passes/Memberships										
Daren Williams	2024-00000008	18-Refunds	Paid by Check # 77892		01/09/2024	01/09/2024	01/19/2024		01/19/2024	70.00
								Account 43240 - Season Passes/Memberships Totals	Invoice Transactions 1	\$70.00
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	13360	18 - TLRC Industrial Maintenance Supplies	Paid by EFT # 56814		01/09/2024	01/09/2024	01/19/2024		01/19/2024	1,291.40
5819 - Synchrony Bank	5095	18 - TLRC Industrial Maintenance Supplies - batteries	Paid by Check # 77882		01/09/2024	01/09/2024	01/19/2024		01/19/2024	55.12
5819 - Synchrony Bank	0558	18 - TLRC Industrial Maint Supplies, Lysol & sprayway-1/5/24	Paid by Check # 77882		01/09/2024	01/09/2024	01/19/2024		01/19/2024	39.92
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 3	\$1,386.44
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	770782	18-TLRC - paint tape, screws	Paid by EFT # 56848		01/09/2024	01/09/2024	01/19/2024		01/19/2024	55.16
8658 - Kleindorfer's Hardware LLC	770704	18-cable clamp, eye bolt, turnbuckle, anchor bolt	Paid by EFT # 56848		01/09/2024	01/09/2024	01/19/2024		01/19/2024	9.17
8658 - Kleindorfer's Hardware LLC	770888	18-door closer	Paid by EFT # 56848		01/09/2024	01/09/2024	01/19/2024		01/19/2024	64.99
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 3	\$129.32
Account 53150 - Communications Contract										
392 - Koorsen Fire & Security, INC	IN00560236	18 - TLRC Alarm Monitoring- 1/1/24-03/31/24	Paid by EFT # 56851		01/09/2024	01/09/2024	01/19/2024		01/19/2024	102.82
								Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$102.82



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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 185000 - Twin Lakes Recreation Center										
Account 53510 - Electrical Services										
223 - Duke Energy	122723-2ParkDuke	18-Electric Nov-Dec 2023 Charges	Paid by Check # 77833		12/27/2023	12/27/2023	12/27/2023		12/27/2023	25.92
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$25.92
Account 53610 - Building Repairs										
53657 - Plymate, INC	3230137	18 - TLRC Entry Mats 01/03/24	Paid by EFT # 56894		01/09/2024	01/09/2024	01/19/2024		01/19/2024	82.38
53657 - Plymate, INC	3227016	18 - TLRC Entry Mats 12/20/23	Paid by EFT # 56894		01/09/2024	01/09/2024	01/19/2024		01/19/2024	82.38
Account 53610 - Building Repairs Totals										Invoice Transactions 2
										\$164.76
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	1,701.95
Account 53830 - Bank Charges Totals										Invoice Transactions 1
										\$1,701.95
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X23 1222	18-satellite service for TLRC-12/21/23-01/20/24	Paid by Check # 77844		01/10/2024	01/10/2024	01/10/2024		01/10/2024	245.98
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$245.98
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003251953	18- TLRC trash services January 2024	Paid by EFT # 56698		01/03/2024	01/03/2024	01/03/2024		01/03/2024	347.75
Account 53950 - Landfill Totals										Invoice Transactions 1
										\$347.75
Program 185000 - Twin Lakes Recreation Center Totals										Invoice Transactions 14
										\$4,174.94
Program 185002 - TLRC-Health & Wellness										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	1.86
Account 53830 - Bank Charges Totals										Invoice Transactions 1
										\$1.86
Account 53940 - Temporary Contractual Employee										
7276 - Kaitlyn Clementi	010524	18-TLRC Fitness Specialist	Paid by EFT # 56764		01/09/2024	01/09/2024	01/19/2024		01/19/2024	135.00
8894 - Matthew Thomas Moon	010524	18-TLRC Fitness Specialist	Paid by EFT # 56874		01/09/2024	01/09/2024	01/19/2024		01/19/2024	240.00
1973 - Megan M Stark	010524	18-TLRC-Personal Training	Paid by EFT # 56926		01/09/2024	01/09/2024	01/19/2024		01/19/2024	360.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 3
										\$735.00
Program 185002 - TLRC-Health & Wellness Totals										Invoice Transactions 4
										\$736.86



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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 185003 - TLRC-Basketball										
Account 43270 - Registration Fees										
Bloomington Parks Foundation	2024-00000005	18-Refunds	Paid by Check # 77887		01/09/2024	01/09/2024	01/19/2024		01/19/2024	80.75
Bloomington Parks Foundation	2024-00000009	18-Refunds	Paid by Check # 77888		01/09/2024	01/09/2024	01/19/2024		01/19/2024	80.75
Account 43270 - Registration Fees Totals							Invoice Transactions	2		<u>\$161.50</u>
Program 185003 - TLRC-Basketball Totals							Invoice Transactions	2		<u>\$161.50</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	181237	18 - TLRC Concessions Items for Sale 12-28-23	Paid by EFT # 56803		01/09/2024	01/09/2024	01/19/2024		01/19/2024	424.95
8155 - PepsiCo Beverage Sales, LLC	82855006	18 - TLRC Concessions Items for Sale 1-3-2024	Paid by EFT # 56891		01/09/2024	01/09/2024	01/19/2024		01/19/2024	1,198.35
5819 - Synchrony Bank	0557	18 - TLRC Concessions Items for Sale 01/04/24	Paid by Check # 77882		01/09/2024	01/09/2024	01/19/2024		01/19/2024	533.07
21145 - Sysco USA III, LLC	338824782	18 - TLRC Concessions Items for Sale 01/03/24	Paid by EFT # 56933		01/09/2024	01/09/2024	01/19/2024		01/19/2024	876.06
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	4		<u>\$3,032.43</u>
Program 185006 - TLRC-Concessions Totals							Invoice Transactions	4		<u>\$3,032.43</u>
Program 186500 - Community Events										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	343.69
Account 53830 - Bank Charges Totals							Invoice Transactions	1		<u>\$343.69</u>
Account 53990 - Other Services and Charges										
8977 - Christopher Robert Dollar	0000001	18- Performance at the Pumpkin Launch on Oct. 21	Paid by EFT # 56781		01/09/2024	01/09/2024	01/19/2024		01/19/2024	350.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		<u>\$350.00</u>
Program 186500 - Community Events Totals							Invoice Transactions	2		<u>\$693.69</u>
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
12416 - Daniel J Graber	3546	18-Market Bucks	Paid by EFT # 56808		01/09/2024	01/09/2024	01/19/2024		01/19/2024	12.00
Account 47240 - EBT Market Bucks Totals							Invoice Transactions	1		<u>\$12.00</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 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	3154	18- Holiday Market Security-11/25/23	Paid by EFT # 56863		01/09/2024	01/09/2024	01/19/2024		01/19/2024	140.25
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$140.25
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions	2		\$152.25
Program 189003 - Operations-Open Shelters										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	4.56
Account 53830 - Bank Charges Totals							Invoice Transactions	1		\$4.56
Program 189003 - Operations-Open Shelters Totals							Invoice Transactions	1		\$4.56
Program 189006 - Switchyard Property										
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	115167	18-Staff uniforms	Paid by EFT # 56966		01/09/2024	01/09/2024	01/19/2024		01/19/2024	831.33
798 - Winters Associates Promotional Products, INC	115188	18- credit for royal blue T's long sleeve (Inv #115167)	Paid by EFT # 56966		01/09/2024	01/09/2024	01/19/2024		01/19/2024	(393.75)
Account 52430 - Uniforms and Tools Totals							Invoice Transactions	2		\$437.58
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-NOV 23	18-P&R-November 2023 Bank Fees paid in December 2023	Paid by EFT # 56696		12/29/2023	12/29/2023	12/29/2023		12/29/2023	135.75
Account 53830 - Bank Charges Totals							Invoice Transactions	1		\$135.75
Program 189006 - Switchyard Property Totals							Invoice Transactions	3		\$573.33
Department 18 - Parks & Recreation Totals							Invoice Transactions	47		\$38,405.91
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions	47		\$38,405.91
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
3735 - Bluestone Tree, INC.	13278	18-UF Median Street Tree Planting - 1305 W. Bloomfield Road	Paid by EFT # 56747		01/09/2024	01/09/2024	01/19/2024		01/19/2024	31,338.00
3444 - Rundell Ernstberger Associates, INC	2022-1663-15	18-Bicentennial Gateway Project - Phase 1-services thru 11/30/23	Paid by EFT # 56915		01/09/2024	01/09/2024	01/19/2024		01/19/2024	1,565.05



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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 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
5485 - Woody Warehouse Nursery, INC	197898	18-UF Trees for Ferguson dog park planting	Paid by EFT # 56967		01/09/2024	01/09/2024	01/19/2024		01/19/2024	4,931.40
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	3		\$37,834.45
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals							Invoice Transactions	3		\$37,834.45
Department 18 - Parks & Recreation Totals							Invoice Transactions	3		\$37,834.45
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	3		\$37,834.45
Fund 985 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
5149 - E&B Paving, INC	30055129	18- Rogers St Sidewalk & Culvert Project-One lump sum payment	Paid by EFT # 56782		01/09/2024	01/09/2024	01/19/2024		01/19/2024	330,833.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$330,833.00
Program 180000 - Main Totals							Invoice Transactions	1		\$330,833.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$330,833.00
Fund 985 - Parks GO Bonds 2022 Totals							Invoice Transactions	1		\$330,833.00
Grand Totals							Invoice Transactions	150		\$538,316.15



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00019385	BA	GL	12/18/2023	Budget Transfers Utility YE				
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount			
12/18/2023	200-18-182001-53510	Electrical Services	Budget Transfers Utility YE		.00	300.00			
12/18/2023	200-18-182001-53530	Water and Sewer	Budget Transfers Utility YE		300.00	.00			
12/18/2023	200-18-182002-53210	Telephone	Budget Transfers Utility YE		.00	100.00			
12/18/2023	200-18-182002-53530	Water and Sewer	Budget Transfers Utility YE		100.00	.00			
12/18/2023	200-18-182500-53530	Water and Sewer	Budget Transfers Utility YE		.00	2,200.00			
12/18/2023	200-18-182500-53510	Electrical Services	Budget Transfers Utility YE		2,200.00	.00			
12/18/2023	200-18-182500-53540	Natural Gas	Budget Transfers Utility YE		.00	3,000.00			
12/18/2023	200-18-182500-53510	Electrical Services	Budget Transfers Utility YE		3,000.00	.00			
12/18/2023	200-18-183500-53510	Electrical Services	Budget Transfers Utility YE		.00	400.00			
12/18/2023	200-18-183500-53530	Water and Sewer	Budget Transfers Utility YE		400.00	.00			
12/18/2023	200-18-183500-53540	Natural Gas	Budget Transfers Utility YE		.00	3,000.00			
12/18/2023	200-18-183500-53530	Water and Sewer	Budget Transfers Utility YE		3,000.00	.00			
12/18/2023	200-18-183500-53950	Landfill	Budget Transfers Utility YE		.00	2,000.00			
12/18/2023	200-18-183500-53530	Water and Sewer	Budget Transfers Utility YE		2,000.00	.00			
12/18/2023	200-18-187208-53530	Water and Sewer	Budget Transfers Utility YE		.00	2,000.00			
12/18/2023	200-18-187202-53510	Electrical Services	Budget Transfers Utility YE		2,000.00	.00			
12/18/2023	200-18-189006-53510	Electrical Services	Budget Transfers Utility YE		.00	10,000.00			
12/18/2023	200-18-187202-53530	Water and Sewer	Budget Transfers Utility YE		10,000.00	.00			
12/18/2023	200-18-189000-53210	Telephone	Budget Transfers Utility YE		.00	500.00			
12/18/2023	200-18-189000-53530	Water and Sewer	Budget Transfers Utility YE		500.00	.00			
12/18/2023	200-18-189500-53530	Water and Sewer	Budget Transfers Utility YE		.00	225.00			
12/18/2023	200-18-189500-53210	Telephone	Budget Transfers Utility YE		225.00	.00			
12/18/2023	200-18-189500-53530	Water and Sewer	Budget Transfers Utility YE		.00	75.00			
12/18/2023	200-18-189500-53540	Natural Gas	Budget Transfers Utility YE		75.00	.00			
12/18/2023	200-18-189503-53950	Landfill	Budget Transfers Utility YE		.00	10.00			
12/18/2023	200-18-189503-53210	Telephone	Budget Transfers Utility YE		10.00	.00			
					Number of Entries: 26	\$23,810.00	\$23,810.00		



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00019553	BA	GL	12/20/2023	Budget Amendments YE NR				



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00019772	BA	GL	12/23/2023	Budget Amendment AJB				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
12/23/2023	200-18-184500-53540	Natural Gas			Budget Amendment AJB			55.00	.00
Number of Entries: 1								\$55.00	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2024-00000402	BA	GL	01/09/2024	Budget Amendment - Add to TLRC Non-Reverting for Turf Replacemen				
G/L Date	G/L Account Number	Account Description	Description		Source	Increase Amount	Decrease Amount		
01/09/2024	201-18-185000-53610	Building Repairs	Budget Amendment - Add to TLRC Non-Reverting for Turf Replacemen			222,762.86	.00		
Number of Entries: 1						222,762.86	\$0.00		

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2022	2022	2022	2022	2023	2023	2023	
December	Total	Expenses	Expenses	% of Expense	Total	Expenses	of Expenses	
2023	Expense	as of	as of	Spent	Expense	as of	Spent	%
	Budget	December	December	to date	Budget	December	to date	change
General Fund								
Administration	813,903	795,767	795,767	100.00%	844,049	853,088	101.07%	7.20%
Health & Wellness	94,977	74,166	74,166	100.00%	93,493	83,186	88.98%	12.16%
Community Relations	510,923	370,480	370,480	100.00%	540,874	461,814	68.50%	24.65%
Aquatics	424,371	362,430	362,430	100.00%	451,892	417,982	92.50%	15.33%
Frank Southern Center	387,393	367,697	367,697	100.00%	425,242	378,088	88.91%	2.83%
Golf Services	833,792	823,631	823,631	100.00%	915,889	898,604	98.11%	9.10%
Natural Resources	420,230	361,353	361,353	100.00%	534,405	453,186	84.80%	25.41%
Youth Programs	77,162	74,369	74,369	100.00%	82,763	78,331	94.65%	5.33%
TLRC	305,962	282,555	282,555	100.00%	315,143	303,937	96.44%	7.57%
Community Events	576,608	508,788	508,788	100.00%	567,876	508,921	89.62%	0.03%
Adult Sports	325,324	298,747	298,747	100.00%	294,196	248,996	84.64%	-16.65%
Youth Sports	310,858	292,128	292,128	100.00%	311,917	327,200	104.90%	12.01%
BBCC	434,110	284,378	284,378	100.00%	453,306	377,717	83.32%	32.82%
Inclusive Recreation	92,832	71,356	71,356	100.00%	137,174	95,099	69.33%	33.27%
Operations	1,757,328	1,645,774	1,645,774	100.00%	2,347,357	2,074,760	88.39%	26.07%
Switchyard Property	676,749	400,552	400,552	100.00%	859,828	678,090	78.86%	69.29%
Landscaping	886,913	670,109	670,109	100.00%	1,061,503	889,220	83.77%	32.70%
Cemeteries	398,487	347,063	347,063	100.00%	256,422	235,083	91.68%	-32.26%
Urban Forestry	530,277	349,617	349,617	100.00%	660,133	446,354	67.62%	27.67%
Recover Forward	0			0.00%			0.00%	0.00%
General Fund total:	9,858,200	8,380,960	8,380,960	100.00%	11,153,462	9,809,658	87.95%	17.05%
Non-Reverting Fund								
Administration	12,800	2,395	2,395	100.00%	17,168	8,202	47.77%	242.45%
Health & Wellness	4,005	4,269	4,269	100.00%	6,487	27,218	419.57%	537.53%
Community Relations	5,350	712	712	100.00%	5,350	2,185	40.85%	0.00%
Aquatics	57,518	60,043	60,043	100.00%	76,595	80,959	105.70%	34.83%
Frank Southern Center	88,282	68,157	68,157	100.00%	89,833	79,277	88.25%	16.31%
Golf Services	136,759	148,600	148,600	100.00%	154,313	177,681	115.14%	19.57%
Natural Resources	81,710	53,857	53,857	100.00%	46,850	28,568	60.98%	-46.96%
Youth Programs	69,137	146,791	146,791	100.00%	166,839	168,760	101.15%	14.97%
*TLRC - day to day	555,813	580,081	580,081	100.00%	650,779	584,660	89.84%	0.79%
Community Events	226,836	141,345	141,346	100.00%	144,879	147,200	101.60%	4.14%
Adult Sports	78,515	102,072	102,072	100.00%	110,335	82,805	75.05%	-18.88%
Youth Sports	9,791	9,022	9,022	100.00%	9,752	9,302	95.39%	3.11%
BBCC	2,560	15,705	15,705	100.00%	4,560	685	15.02%	-95.64%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	141,758	309,928	309,929	100.00%	572,425	816,430	142.63%	163.43%
Dog Park	0	0	0	0.00%	36,635	0	0.00%	0.00%
Switchyard	27,558	23,955	23,955	100.00%	0	41,312	0.00%	72.46%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	12,650	3,315	3,315	100.00%	12,850	16,577	129.00%	400.10%
N-R Fund subtotal:	1,511,042	1,670,248	1,670,248	100.00%	2,105,650	2,271,819	107.89%	36.02%
TLRC - bond	474,213	474,213	474,213	100.00%	474,012	474,013	100.00%	0.00%
N-R Fund total:	1,985,255	2,144,461	2,144,461	100.00%	2,579,662	2,745,832	106.44%	28.04%

Other Misc Funds								
16-17 MCCA 21st com I								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn								
23-24 MCCSC 21st Com Learn						22,158		
2021 MCCSC 21st Grant			16,370					
2022-2023 MCCSC 21st Century			20,145			20,990		
Community Banneker Bus								
Duke Arbor Day			3,905					
G15008 Summer Food Prg.						8,655		
G15009 Nature Days S/Star								
Griffy Lake Nature Day			4,422			6,592		
Wapehani I-69 Mitigation								
Leonard Springs Nature			4,293			3,902		
Banneker Nature Day			4,395			4,839		
NRPA Nutrition Hub			57,385					
Spec.						5,737		
Youth & Adolescent Phy Act								
Goat Farm			6,941					
Giffy LARE						1,200		
Deer Cull			23,389					
Storm Response Plan USDA			1,418			2,982		
Banneker ROI			8,081					
Other Misc Funds total:	0	0	150,745	0.00%	0	77,055		
TOTAL ALL FUNDS	11,843,455	9,537,723	10,676,165	111.94%	13,733,124	12,632,545	91.99%	18.32%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues December 2023								
	2022	2022	2022	2022	2023	2023	2023	
	Projected	Revenue	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	as of	as of	Collected	Revenue	as of	Collected	%
	for year	December	December	to date	for year	December	to date	change
General Fund								
Taxes/Misc Revenue	6,542,219	7,675,587	7,675,587	100.00%	8,138,119	7,932,631	97.47%	3.35%
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	188,069	100.00%	188,000	212,859	113.22%	13.18%
Frank Southern	213,000	185,805	185,805	100.00%	225,000	214,755	95.45%	15.58%
Golf Services	699,000	880,800	880,800	100.00%	701,000	1,034,409	147.56%	17.44%
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	10,749	38.30%	14,000	14,485	103.46%	34.76%
Adult Sports	16,000	28,065	28,065	100.00%	32,000	26,650	83.28%	-5.04%
Youth Sports	25,500	30,162	30,162	100.00%	39,000	50,380	129.18%	67.03%
BBCC	15,000	9,929	9,929	100.00%	18,000	19,988	111.05%	101.31%
Operations	0	26	26	100.00%	0	29	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	35,000	37,750	37,750	100.00%	42,000	49,850	118.69%	32.05%
Urban Forestry	0	2,640	2,640	0.00%	0	0	0.00%	0.00%
Recover Forward	0	0		0.00%	0		0.00%	0.00%
Subtotal Program Rev	1,198,500	1,374,415	1,374,415	100.00%	1,259,400	1,623,840	128.94%	18.15%
General Fund Total	7,740,719	9,050,003	9,050,003	100.00%	9,397,519	9,556,470	101.69%	5.60%
Non-Reverting Fund								
Administration	35,600	151,029	151,029	100.00%	35,000	43,681	124.80%	-71.08%
Health & Wellness	6,450	5,678	5,678	100.00%	8,150	30,029	368.45%	428.89%
Community Relations	3,000	6,250	6,250	100.00%	3,000	5,005	166.84%	-19.92%
Aquatics	80,000	75,562	75,562	100.00%	82,500	97,094	117.69%	0.00%
Frank Southern	91,300	85,658	85,658	100.00%	55,000	97,406	177.10%	13.72%
Golf Services	163,000	238,405	238,405	100.00%	180,500	276,817	153.36%	16.11%
Natural Resources	71,400	60,530	60,530	100.00%	71,400	78,273	109.63%	29.31%
Youth Programs	163,500	169,252	169,252	100.00%	170,000	176,073	103.57%	4.03%
*TLRC -Operational	599,625	856,191	856,191	100.00%	725,749	932,059	128.43%	8.86%
Community Events	139,740	155,718	155,718	100.00%	144,800	162,486	112.21%	4.35%
Adult Sports	54,500	103,383	103,383	100.00%	88,500	71,883	81.22%	-30.47%
Youth Sports	8,000	3,302	3,302	100.00%	8,000	3,613	45.17%	9.42%
BBCC	7,600	21,842	21,842	100.00%	4,800	8,587	178.90%	-60.69%
Operations	68,900	350,680	350,680	100.00%	69,940	855,475	1223.15%	143.95%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	41,500	69,760	69,760	100.00%	42,500	81,886	192.67%	17.38%
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	16,700	100.00%	14,600	70,390	482.12%	0.00%
N-R Fund subtotal:	1,549,115	2,369,940	2,369,940	100.00%	1,704,839	2,990,757	175.43%	26.20%

Other Misc Funds								
G22-23 MCCSC 21st Com		19,117	19,117			23,190		
G23-24 MCCSC 21st Com						18,352		
G20-21 MCCSC 21st								
G21 MCCSC 21st		17,496	17,496					
G14009 Summer Food Grant		-2,866	-2,866			10,646		
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						1,200		
Nature Preserves Invsive						5,737		
G15009 Griffy Nature Days		4,328	4,328			6,622		
(902) Rose Hill Trust		751	751			2,371		
Banneker ROI		9,036	9,036					
Banneker Nature Days		4,293	4,293			4,839		
Yth & Adolescent Phy Act		6,941	6,941					
Nature Days Star								
2019 Deer Cull IN DNR CHAP		23,389	23,389					
Reservoir Fisheries		2,000	2,000			-2,000		
Other Misc Funds total:	0	93,535	93,535		0	75,358		
TOTAL ALL FUNDS	9,289,834	11,513,478	11,513,478	100.00%	11,102,358	12,622,585	113.69%	9.63%

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	12/31/2023	revenue	12/31/2023	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	427,446.31	43,681.15		8,201.77		35,479.38	462,925.69
Health & Wellness	16,253.08	30,029.00		27,217.52		2,811.48	19,064.56
Community Relations	42,319.83	5,005.08		2,185.24		2,819.84	45,139.67
Aquatics	373,664.34	97,094.45		80,958.63		16,135.82	389,800.16
Frank Southern Center	175,382.59	97,405.73		79,003.62		18,402.11	193,784.70
Golf Course	338,233.73	276,817.14		177,681.28		99,135.86	437,369.59
Natural Resources	361,240.86	78,273.10		28,567.73		49,705.37	410,946.23
Allison Jukebox	331,329.03	176,072.53		168,759.93		7,312.60	338,641.63
TLRC	(2,962,073.01)	829,596.35		1,058,672.90		(229,076.55)	(3,191,149.56)
TLRC Reserve	816,213.69	102,462.23		0.00		102,462.23	918,675.92
Community Events	525,209.53	162,485.62		146,809.81		15,675.81	540,885.34
Adult Sports	15,493.13	71,883.16		82,766.12		(10,882.96)	4,610.17
Youth Sports	(564.07)	3,613.48		9,224.32		(5,610.84)	(6,174.91)
Skate Park	22,417.65	0		0.00		0.00	22,417.65
Benjamin Banneker Cor	51,686.09	8,587.12		684.74		7,902.38	59,588.47
Operations	283,227.99	855,474.57		816,429.54		39,045.03	322,273.02
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	296,319.33	81,886.39		41,312.44		40,573.95	336,893.28
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	70,389.55		16,576.51		53,813.04	103,230.13
Change Fund	0.00					0.00	0.00
Deposits	0.00					0.00	0.00
TOTALS	1,184,162.34	2,990,756.65	0.00	2,745,052.10	0.00	245,704.55	1,429,866.89
							245,704.55
							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
12/06/2023	2429612	6	AR	345101_D	Break Day December 18, 2023 (3451	Refund Now	grabowsm	30.00	0.00	30.00
12/06/2023	2429612	6	AR	345101_E	Break Day December 19, 2023 (3451	Refund Now	grabowsm	45.00	0.00	45.00
12/06/2023	2429612	6	AR	345101_F	Break Day December 20, 2023 (3451	Refund Now	grabowsm	45.00	0.00	45.00
12/11/2023	2432248	6	AR	150301_A	BBall - Grade K (150301-A)	Refund Now	grabowsm	95.00	0.00	95.00
12/11/2023	2432257	3	AR	345101_D	Break Day December 18, 2023 (3451	Refund Now	HALTI	45.00	0.00	45.00
12/11/2023	2432257	3	AR	345101_E	Break Day December 19, 2023 (3451	Refund Now	HALTI	45.00	0.00	45.00
12/11/2023	2432257	3	AR	345101_F	Break Day December 20, 2023 (3451	Refund Now	HALTI	45.00	0.00	45.00
12/11/2023	2432257	3	AR	345101_G	Break Day December 21, 2023 (3451	Refund Now	HALTI	45.00	0.00	45.00
12/11/2023	2432257	3	AR	345101_H	Break Day December 22, 2023 (3451	Refund Now	HALTI	45.00	0.00	45.00
12/11/2023	2432257	3	AR	345101_D	Break Day December 18, 2023 (3451	Refund Now	HALTI	45.00	0.00	45.00
12/11/2023	2432257	3	AR	345101_E	Break Day December 19, 2023 (3451	Refund Now	HALTI	45.00	0.00	45.00
12/11/2023	2432257	3	AR	345101_F	Break Day December 20, 2023 (3451	Refund Now	HALTI	45.00	0.00	45.00
12/11/2023	2432257	3	AR	345101_G	Break Day December 21, 2023 (3451	Refund Now	HALTI	45.00	0.00	45.00
12/11/2023	2432257	3	AR	345101_H	Break Day December 22, 2023 (3451	Refund Now	HALTI	45.00	0.00	45.00
12/12/2023	2432770	6	AR	325017_B	House Hockey 8U (325017-B)	Refund Now	grabowsm	55.00	0.00	55.00
12/14/2023	2433574	6	AR	150301_A	BBall - Grade K (150301-A)	Refund Now	grabowsm	95.00	0.00	95.00
12/15/2023	2434191	500	PSS	222	9 Hole Greens Fee (222)	Refund Now	stallsmithl	16.00	0.00	16.00
12/15/2023	2434191	500	PSS	301	1/2 9Hole Cart Rent (301)	Refund Now	stallsmithl	8.00	0.00	8.00
12/15/2023	2434191	500	PSS	222	9 Hole Greens Fee (222)	Refund Now	stallsmithl	16.00	0.00	16.00
12/15/2023	2434191	500	PSS	122	Rental Clubs (122)	Refund Now	stallsmithl	35.00	0.00	35.00
12/15/2023	2434191	500	PSS	301	1/2 9Hole Cart Rent (301)	Refund Now	stallsmithl	8.00	0.00	8.00
12/18/2023	2435314	5	AR	125005_C	Skating - Level 1 (125005-C)	Refund Now	michele.wilson	80.00	0.00	80.00
12/18/2023	2435347	5	AR	125017_A	Hockey Initiation II (125017-A)	Refund Now	michele.wilson	55.00	0.00	55.00
12/28/2023	2439597	6	PSS	5903	Switch Yard Park Pavilion (5903)	Refund Now	grabowsm	480.00	0.00	480.00
12/29/2023	2439782	4	PSS	5903	Switch Yard Park Pavilion (5903)	Refund Now	zane.phelps	740.00	0.00	740.00

Report Summary Totals

Total Refund Records:	25
Total Fees Refunded:	2,253.00
Total Tax Refunded:	0.00
Total Amount Refunded:	2,253.00

RecTrac

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:	12/01/2023 - Actual Date 12/01/2023
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	12/31/2023 - Actual Date 12/31/2023
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

Dec-23

Dec-23

[illegible]

A7 Agenda itemAdmin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Hsiung Marler, Recreation Facilities General Manager
DATE: January 23, 2024
SUBJECT: ANNUAL UPDATE TO PERMITS AND RENTAL AGREEMENTS

Recommendation

Staff is recommending approval of annual updates to the following permits and rental agreements: Park Special Use Permit, Noise Permit (Parks), Switchyard Park Pavilion Rental Agreement, Mobile Stage Rental Agreement, Peoples Park Use Application, and the Hourly Park Permit

These forms have all been updated to reflect the year change from 2023 to 2024. The Switchyard Park Pavilion Rental Agreement and Park Special Use Permit also include some minor fee changes as per the approved 2024 Price Schedule. The Noise Permit (Parks) has also been updated to include Tim Street as Administrator, previously listed as Interim Administrator.

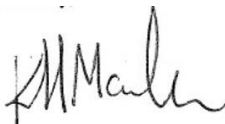
Revenue Lines:

- Park Special Use Permit 201-18-189006-41020, 201-18-189006-43220, or 201-18-184500-43220
- Noise Permit (Parks) NA
- Switchyard Park Pavilion Rental Agreement 201-18-189006-43220
- Mobile Stage Rental Agreement 201-18-186500-43260
- Peoples Park Use Application NA
- Hourly Park Permit 201-18-181000-43310, 201-18-189006-41020, 201-18-181001-41020

Background

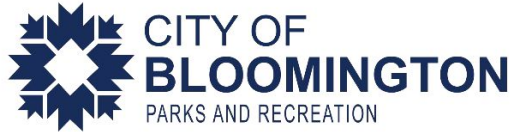
These forms are used by the public to apply for usage of various facilities, park spaces, etc. It is necessary each year to update the dates and any price schedule changes.

The responsibility for approval of these requests is split between the Recreation Facilities General Manager, the Community Events Coordinator, and the Health and Wellness Coordinator.

RESPECTFULLY SUBMITTED,

Hsiung Marler, Recreation Facilities General Manager

January 2024



2024 PARK SPECIAL USE PERMIT APPLICATION

Submission Date:

Organizer Name:

Event Name:

Event Location:

Organization:

Contact Name:

Address:

Phone:

Email:

Description/Type of Event/Activity:

Event Date(s)	Setup Start	Event Start	Event End	Exit
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

APPLICATIONS MUST BE COMPLETE AND INCLUDE THE FOLLOWING

- ☐ Application for Rental Agreement
 ☐ Event Site Plan/Map
- ☐ Application Fee \$25/non-refundable
 ☐ Event Agenda/List of Activities
- ☐ (if applicable) Noise Permit

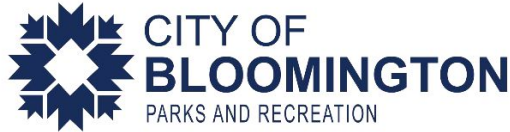
Note:

- Park and trail operating hours are 5am to 11pm.
- Permit applications must be submitted to the Department at least **six weeks prior** to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department.
- Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Event Information

Type of Organization:

- ☐ Governmental
 ☐ Non-Profit Tax ID# _____
 ☐ Private User
- Type of Event:
 ☐ Concert
 ☐ Cultural
 ☐ Reunion
 ☐ Entertainment
- ☐ Fundraiser
 ☐ Parade
 ☐ Sports
 ☐ Walk/ Run
- ☐ Festival
 ☐ Public Info
 ☐ Other _____



2024 PARK SPECIAL USE PERMIT APPLICATION

SITE PLAN/MAP

A map detailing placement of event and set up (site map) is required for all events. GIS maps are available on line at <http://bloomington.in.gov/maps/>. Google or other maps are acceptable. For runs/walks a route map must also be included. If organizer is requesting that any public street be partially closed/blocked off, contact the City of Bloomington Economic and Sustainable Development Department 812-349-3700.

CERTIFICATE OF EVENT LIABILITY INSURANCE

The event organizer shall maintain comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) for bodily injury per person in any one occurrence and Two Million Dollars (\$2,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as an additional insured parties, and the organizer shall provide Parks with a certificate of insurance at least two (2) weeks before the event. If the organizer, applicant, or their guests will be driving onto Parks property, each automobile must have Automobile Liability Insurance.

General Information

1. Is the event open to the public? ☐ Yes ☐ No
2. Estimated attendance: (volunteers, spectators, participants, etc)
Total: _____ Peak Attendance: _____ at time: _____
3. List any Park facilities or structure requested (e.g. shelter, park, grounds, etc.)

4. Describe marketing for event: (advertisements, social media, website, etc)

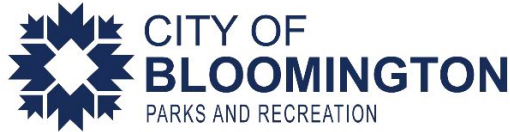
NOTE: DO NOT BEGIN MARKETING EVENT UNTIL PERMIT IS APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION.

5. Describe any signs, banners or flyers to be displayed at event: (locations indicated on map)

NOTE: Signage on Park property is allowed day of event only.

6. Describe any displays, literature, pamphlets, or other types of solicitation:

7. Describe any temporary structures such as tables, tents, booths, inflatables, etc at the event: (include type and quantity) _____



2024 PARK SPECIAL USE PERMIT APPLICATION

NOTE: Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides. No structures may block trails or sidewalks.

8. Does the event require an Indiana Department of Homeland Security Amusement and Entertainment Permit? ☐ Yes ☐ No

NOTE: It is the responsibility of the organizer to contact the Indiana Department of Homeland Security <https://www.in.gov/dhs/2795.htm> to verify if event requires an Amusement and Entertainment Permit and inspection.

9. Describe any admissions fees to be accepted during the event:

-
10. Describe any donations/contributions to be accepted during the event:

-
11. Do you plan to sell, distribute or give away refreshments and/or merchandise (i.e. food, beverage, T-shirts, CD's, Art, etc.)? ☐ Yes ☐ No

a. If yes, describe: _____

NOTE: Bloomington Parks and Recreation will charge a \$25.00- \$35.00 vending fee for each vendor/booth selling food/merchandise and/or any admissions charges or monies collected while on park property. \$25.00 is the non-profit rate (requires proof of non-profit status).

NOTE: A food permit must be obtained from the Monroe County Health Department if the event is planning to sell food (i.e. hot dogs, nachos, candy, etc.). For more information, contact the Monroe County Health Department at 812-349-2543. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

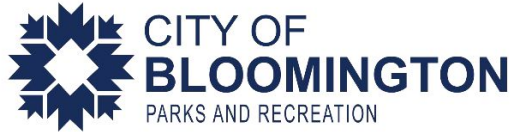
12. Is the event requesting to sell or distribute alcohol? ☐ Yes ☐ No
- a. If yes, describe: _____

NOTE: Alcohol sales in City-owned parks, trails, and spaces require the approval of the Board or Parks Commissioners and the Director of Parks and Recreation. Please see the 2020 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit.

13. Are you providing additional portable toilets for your event? ☐ Yes ☐ No
- a. If yes, how many? _____ Location (show on map): _____

NOTE: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.

- b. Is the event requesting restroom access at the Allison-Jukebox Community Center?
☐ Yes ☐ No



2024 PARK SPECIAL USE PERMIT APPLICATION

NOTE: There is a minimum charge of \$35/hr to open the Allison-Jukebox for restroom use.

For other uses of the Alison Jukebox Community Center additional fees apply.

14. What are the plans to remove trash from the event site:

Security/Safety:

15. Who will be the on-site person responsible for making weather/emergency decisions?

Contact Person: _____ Phone Number: _____

NOTE: In the event of an emergency at the event, notify Bloomington Parks and Recreation 812-349-3961 or marlerh@bloomington.in.gov within 24 hours of the emergency.

16. What are the plans for inclement weather? (include rain date/location)

17. What are the plans for providing security, traffic flow, crowd control, etc:

18. What are the plans for parking, including potential additional parking?

19. What are the plans for providing emergency/medical services?

20. Describe any inclusivity accommodations: (parking, transportation, accessibility, etc)

Event Entertainment:

21. Is the event also applying for a Noise Permit? ☐ Yes ☐ No

NOTE: The organizer must comply with all City of Bloomington's Ordinances regarding acceptable noise levels. (Please refer to the City's Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is the event organizer's responsibility to be in compliance with all federal and state copyright laws. Obtaining a Noise Permit does not exempt an organizer from being in violation of ordinances or laws.

22. Describe any musical entertainment?

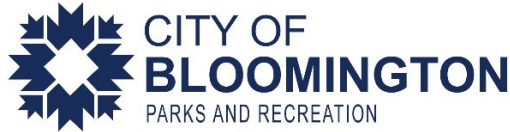
23. Describe any sound amplification equipment that will be used:

24. Will there be a sound technician on-site? ☐ Yes ☐ No

Contact Person: _____ Phone Number: _____

25. Events with animals may require additional considerations and Animal Control approval.

Will event include animals? ☐ Yes ☐ No



2024 PARK SPECIAL USE PERMIT APPLICATION

26. Describe any other entertainment at the event:

27. Are you providing a generator as a power source?

☐ Yes

☐ No

28. List any other electrical needs:

29. Do you plan on grilling?

☐ Yes

☐ No

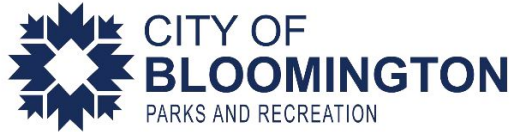
NOTE: Grilling in parks is only allowed where grills have been permanently installed by Parks. Personal grills of any kind are not permitted. The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit. Fire-pits are not allowed.

30. Describe any additional activities, situations, provisions, etc pertaining to your event that have not been addressed?

The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement as Exhibit ____.

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



2024 PARK SPECIAL USE PERMIT APPLICATION

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Read Carefully:

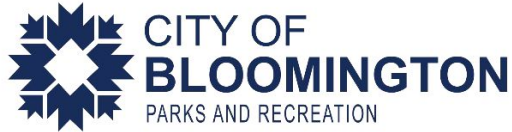
I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Signature

Date



2024 PARK SPECIAL USE PERMIT APPLICATION

Appendix: Schedule of potential fees

If the permit is approved a final invoice will be sent to organizer. Other than the permit application fee no other fees are due at the time of submission.

Park Special Use Permit Application Fee (due upon permit application)	\$25
Park Damage Deposit	\$75/day
Permit Fee	\$150/day
Vending Fee (non-profit rate)	\$25/vendor
Vending Fee (standard rate)	\$35/vendor
Alcohol Permit Fee	TBD
Switchyard Park	
Main Stage Damage Deposit	\$125/day
Main Stage Rental non-profit	\$250/day
Main Stage Rental	\$400/day
Main Stage Fencing	\$240
Main Stage Rehearsal (non-performance)	\$50/hr
Secondary Lawn Rental	\$90/day
Activity Lawn Rental	\$90/day
Picnic Shelter Rental)	\$120/day
Pavilion Lawn Rental	\$120/day
Waldron Hill and Buskirk Park	
Stage Rental without lights (non-profit)	\$100/day
Stage Rental with theatrical lights (non-profit)	\$125/day
Stage Rental without lights	\$125/day
Stage Rental with theatrical lights	\$156/day
Stage Refundable Damage Deposit	\$50/day
Stage Rehearsal Fee	\$25/hr
Alison Jukebox Restrooms Rental	\$30/hr
Misc. (additional charges as deemed necessary due to the size and scope of event and impact on park/facility)	TBD



PEOPLES PARK USE APPLICATION

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

Type of Organization: (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Governmental: | <input type="checkbox"/> Private |
| <input type="checkbox"/> City of Bloomington | <input type="checkbox"/> Department-Affiliated |
| <input type="checkbox"/> Monroe County | <input type="checkbox"/> Profit Making |
| <input type="checkbox"/> Non-Profit | |
| <input type="checkbox"/> Other _____ | Tax ID# _____ |

Applicant Information:

Contact Name: _____ Contact Phone: _____
Title/Position: _____ Organization: _____
Address: _____
City, State, Zip: _____ Contact Email Address: _____

Guidelines:

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

- The registering group representative is responsible for ensuring this information is shared with all members of the group who may be assisting with the use of the park. If you have questions or concerns please contact Crystal Ritter at 812.349.3725 or ritterc@bloomington.in.gov.
- The event organizer shall maintain comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) for bodily injury per person in any one occurrence and Two Million Dollars (\$2,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as an additional insured parties, and the organizer shall provide Parks with a certificate of insurance at least two (2) weeks before the event.

Type of Use:

☐ Distribution of goods or services

☐ Fundraising

☐ Public Information

☐ Business Information

Applications will not be approved for dates when Bloomington Parks and Recreation has planned programming.

Date (s) Requested: _____

Time (s) Requested: _____

Please describe your requested use of the park and what materials and/or infrastructure you will be setting up and/or distributing.

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

Signature: _____ Date: _____

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



Application for Rental of the Bloomington Parks and Recreation Mobile Stage and/or Equipment

Please note that the submittal of this application does not guarantee use of the mobile stage or equipment for your event. Applications are reviewed by Bloomington Parks and Recreation staff who evaluate whether the stage can be used/delivered to the proposed location. Staff will not meet about a specific location until this application has been submitted. Applications will also be reviewed to ensure that staffing is available to transport and supervise the stage on the proposed date(s).

Please return this form (make copy for your records) along with the appropriate payment at least **four (4) weeks** prior to your event to:

Attn: Crystal Ritter
Bloomington Parks and Recreation
P.O. Box 848
Bloomington, IN 47402
Phone #: (812)349-3725

Date of Application: _____ Date Equipment is Needed: _____ (Application must be received at least four (4) weeks prior to request)

Name of Person Responsible for Equipment: _____

Mailing Address: _____ Phone: _____

Email Address: _____

Type of Organization (Not-for-profit, government, etc.): _____

Tax ID# (If applicable): _____

Name of Event: _____

Purpose of Event: _____

Type of Event (concert, speeches, dance, etc.): _____

Anticipated Attendance of Event: _____

Location Where Equipment is Needed (state exact location and address of site):

Location must be within the City of Bloomington limits. (Exceptions may be made for locations with a close vicinity of the city limits). The mobile stage can only be transported by Parks personnel and will not be moved, once placed.

Please include map of event site with exact stage placement marked on your map. Map must include the address of the site and be submitted with the application for rental.



Event Activity	Set-up Time What time do you want the stage opened?	Event Start Time	Event End Time	Tear-down Time What time do you want the stage closed?

I have read the entire Application for Rental of the Bloomington Parks and Recreation Mobile Stage and/or Equipment and understand all of the policies listed on this application.

Initials_____

I understand that additional fees may be required if the stage is transported on weekends, during evening hours, or on holidays. Initials_____

I accept responsibility for care of any equipment rented and agree to pay for any damages or loss. I also agree to assume responsibility for group adherence to regulations and policy as listed on the attached pages, and to provide insurance coverage as necessary. I will be responsible for reserving the location where the mobile stage is to be placed and will meet Bloomington Parks and Recreation staff to assure proper stage placement. I understand that once the mobile stage is in place, it will not be moved until the date mutually agreed upon by myself and the Bloomington Parks and Recreation representative. I also understand the mobile stage may only be moved by Bloomington Parks and Recreation Operations staff.

Signature of Designated Representative

Date

Special Event Equipment Rental Prices

All prices listed are per day. Pricing does not include transportation costs associated with moving the stage on weekends and/or City holidays and does not include the fee for the stage supervisor staffing that is required with rental of the mobile stage. Requests for stage on weekends or holidays will require additional fees.

Category I – Non-Profit Organizations (must provide proof of 501(c)3 at time of rental)

Mobile Stage	\$750/day + \$375 deposit*	
W/Theatrical Lights	\$1000/day + \$500 deposit*	requires additional electrical (See stage policy for details)

Category II - For Profit Organizations:

Mobile Stage	\$1000/day + \$500 deposit*	
W/Theatrical Lights	\$1250/day + \$625 deposit*	requires additional electrical (See stage policy for details)

Stage Add Ons (These are set fees):

Stage Extenders	\$365/day + \$185 deposit*	(7 platforms, 4'X8'X3')
		\$60/day per platform + \$75 deposit*

Self-Standing Stairs	\$50/day + \$25 deposit*
----------------------	--------------------------

***All organizations are required to pay for any damage to the equipment that occurs during the periods of use. Assessed damage costs may exceed the amount of the damage deposit.**



- The mobile stage can only be transported by Parks and Recreation, Operations personnel and cannot be moved once it is in place. Transportation fees will be added to the total cost of the stage if it is moved during non-working hours. Non-working hours are after 5 p.m. on week days and anytime on weekends and/or holidays. These fees vary and are available upon request.
- A Bloomington Parks and Recreation site supervisor will remain on site while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability and will be added to your total in addition to the stage rental. Site Supervisor fees range from \$20-\$45 per hour.
- Those reserving equipment are responsible for reserving the location where equipment is to be placed. Also, those reserving equipment agree to meet Bloomington Parks and Recreation staff at desired location to assure proper placement of equipment.
- No posters, banners, signs or other materials can be adhered to the stage without prior approval from Bloomington Parks and Recreation. No tape, glue or adhesive material may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision could result in loss of deposit and possible additional repair charge.
- The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include, but are not limited to, winds over 20mph, lightning, rain, and/or use deemed inappropriate or dangerous. If the stage is closed for reasons deemed necessary by the site supervisor, a refund will not be issued. Refunds will not be issued for advance cancellations made by renter.
- Full payment (plus deposit) must be received four (4) weeks prior to rental date.
- If renter wants to develop its own firearms policy for the duration of the event at its own discretion, a copy of such policy should be provided to the City prior to the event and after the City has approved its application.
- The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the mobile stage agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the mobile stage. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
- The renting party shall be responsible for compliance with all State laws and regulations, including those governing special events and the use of stages.
- The renting party will be responsible for contacting the Indiana Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit, an inspection, and for all fees associated with these permits and inspections. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.

FOR OFFICIAL USE ONLY

Date Application Received: _____
Equipment Total: _____ Deposit Total: _____

Amount Received:
Equipment: _____ Date: _____
Deposit: _____ Date: _____



Deposit Refunded: _____

Date: _____

Initials of Staff: _____



Mobile Stage Rental Policy

POLICY RE:

1. The mobile stage will be made available for rent by community, business or private organizations for concerts, theatre, sporting and other special events. All renters must have an approved reservation form to rent the stage. A copy of the form is attached.
2. All reservations will be processed through Bloomington Parks and Recreation, Community Events and will be based on availability of: stage, transport staff and supervisory staff.
3. The mobile stage is only available for use within Bloomington city limits. *(Exceptions may be made for locations with a close vicinity of the city limits)* All stage set ups and locations must be approved, in advance, by the Parks and Recreation Department. Please return the attached form along with the appropriate payment, at least four weeks prior to your event.
4. The mobile stage will be transported, leveled and prepared for use by Parks and Recreation Operations personnel only and will not be moved once it is in place. The cost for transport is included in the overall cost of the stage.
5. A Parks and Recreation supervisor will remain on site during the event while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.
6. The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include winds over 20mph and use deemed inappropriate or dangerous by department staff. If the stage is closed for reasons deemed necessary by the site supervisor a refund will not be issued. Refunds will not be issued for advance cancellations made by renters in advance of event date.
7. All stage renters are required to pay, as a minimum, equivalent to fifty percent (50%) of the total rental fee as a deposit at the time of initial reservation. The deposit is refundable provided damage has not occurred to rented facility during use.
8. All rental fees must be paid in full, no less than four (4) weeks prior to the date of the renter's scheduled use. If the full fee is not paid within four (4) weeks prior to use, Bloomington Parks and Recreation reserves the right to charge a \$25 late fee and/or cancel the reservation.



9. Rental fees may be adjusted to reflect special staffing or equipment needs presented by the nature of the event and/or location.
10. The renting party is in charge and responsible for the conduct of all persons in attendance during the use of the stage. The renter and/or his/her organization will be held financially liable for any resulting damages to the mobile stage and/or property. Any damage charges will be based on equipment replacement and administrative costs, and may exceed the amount of the damage deposit. Renters are required to inspect the mobile stage at the time of its delivery and communicate any concerns or information about pre-existing damage to the on-site facility supervisor at that time.
11. No furnishings shall be removed from the stage. Nothing may be fixed (temporary or permanent) to the stage in any way, without prior consent from Bloomington Parks and Recreation. This includes banners, poster, signs or other materials. No tape, glue or adhesive materials may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision may result in loss of deposit and possible additional repair charges.
12. The event organizer shall maintain comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) for bodily injury per person in any one occurrence and Two Million Dollars (\$2,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as an additional insured parties, and the organizer shall provide Parks with a certificate of insurance at least two (2) weeks before the event.
13. The individual or organization renting the show mobile agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the show mobile. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
14. The Department Administrator may request the use of an approved security officer(s). The cost of the security officer(s) will be assumed by the renter/group.
15. Bloomington Parks and Recreation reserves the right to refuse any rental application.



16. Bloomington Parks and Recreation employees may not use park property or facilities for personal gain.
17. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
18. However, Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement.
19. Renters charging a fee for their event must complete appropriate paperwork before rental is approved.
20. The renter is responsible for securing the necessary noise permit from the City of Bloomington, Department of Public Works (812-349-3410) if amplified music is played.
21. Electrical requirements for the mobile state are listed below:
110 Outlets and Non-Theatrical Lighting
 - The minimum power requirement to use the electrical system on the stage is 30 amp/110Volt. The stage uses a Hubble Twist-Lock 30 Amp/110 Volt connector (HBL2611) to power the electrical 110 Volt outlets and non-theatrical lighting on the stage. A 50' power cable with an HBL2611 connector is provided. Also provided is a 6' Hubble-to-pigtail adapter (only to be used by a certified electrician).Under no circumstances are any of the cables provided to be disassembled for temporary conversion. It is the renter's responsibility to ensure that electrical installations are done safely and to code.
22. All groups or organizations, regardless of affiliation with Bloomington Parks and Recreation, are required to adhere to the above policies.



SWITCHYARD PARK
BLOOMINGTON INDIANA

2024 PAVILION INDOOR EVENT SPACE RENTAL AGREEMENT

Name of Renter (Organization or Individual): _____

Event Name: _____

Date	Setup Start	Event Start	Event End	Tear Down/Exit

Contact Person: _____

Email: _____ Cell Phone: _____

Street Address, City, State, Zip: _____

Type of event (wedding, expo, awards luncheon, etc.): _____

Is this event public or private? _____ Estimated Attendance: _____

Will there be food consumed at event? _____ Food to be provided by: _____

Will there be alcohol at event? _____ Security Contact: _____

* See FAQ and Alcohol Section of Terms and Conditions. Beer and wine ONLY allowed. Caterer's License to serve alcohol or State of Indiana Temporary Alcohol Permit required. Alcohol requires renter to provide security on site.

Comments: _____

TIMELINE

Due at time of reservation request

- Completed Pavilion Rental Application
- Deposit of \$260 per day for a weekday event or \$480 per day for a weekend event.

Due two weeks before event

- Balance of payment
- Floor plan
- Certification of Insurance (if applicable)
- Caterer's Alcohol License or State of Indiana Alcohol Permit (if applicable)
- Security Name and Contact Information (if applicable)

PLEASE BE SURE TO FILL OUT ALL THE INFORMATION ON THE INVOICE. THANK YOU.

TERMS AND CONDITIONS

The City of Bloomington Parks and Recreation and the Renter agree to the following terms and conditions:

1. Availability
 - a. Switchyard Park Pavilion standard hours are 9:00am to 11:00pm.
 - b. Reservation priority will be given to Parks and Recreation programs and events.
 - c. Switchyard Park Pavilion may be rented by responsible groups and individuals when available.
 - d. Parks reserves the right to deny any reservation made less than two weeks in advance.
 - e. Parks reserves the right to deny any request to expand the scope or duration of the reservation if such request is made less than 72 hours prior to the start of event.
 - f. Parks reserves the right to deny an application for the use of facility when such use is not in the best interest of the City of Bloomington.
 - g. Parks reserves the right to cancel reservation at any time if the cancellation is in the best interest of the City. In the event that Parks cancels an event for this reason, all rental fees will be refunded.
2. Rental Fees
 - a. See current pricing schedule.
 - b. A deposit is required for all rentals.
 - c. Full Payment in due at least two weeks prior to the event.
 - d. Renter is responsible for any damage to the facility caused by them or their guests.
3. Cancellation Policy
 - a. If the Renter cancels any or all part of a reservation less than one week prior to the event, Renter shall not be entitled to any refund.
 - b. If the Renter cancels any or all part of a reservation more than one week before the event, but less than three weeks before the event, Renter shall be entitled to a refund of one-half the fees for the cancelled reservation.
 - c. If the Renter cancels any or all part of a reservation three weeks or more prior to the event, Renter shall be entitled to a full refund of all fees for the cancelled reservation.
4. Services provided by Parks and Recreation
 - a. Parks will provide an Event Supervisor during rental.
 - b. Parks will set up tables and chairs in advance of event.
 - c. Rental includes use of catering kitchen and restrooms.
 - d. Garage doors may be opened if weather accommodates. Doors to be operated by Event Supervisor.
5. Renter to Provide
 - a. Renter will provide any table cloths, table settings, chair covers, etc.
 - b. Renter will provide sound system if necessary for event.
 - c. If Renter uses Kitchen, renter will clean kitchen
 - d. Renter will provide all other services and items necessary for event.
6. Admission Fees
 - a. If the Renter intends to charge admission fees to the facility, Parks (by its Recreation Division Director) must approve such fees in writing prior to the day of the event.
7. Food
 - a. Parks does not provide food service. Organizers may bring food or use outside vendors.
 - b. When an event has food all tables must be covered with a table cloth/linen.
8. Alcohol
 - a. Alcohol refers to beer and wine only. No other types of alcohol allowed. Infractions may be result in event being terminated.
 - b. Parks requires on-site Security, provided by organizer, for any event having alcohol.
 - c. Alcohol sales in City-owned parks, trails, and spaces require the approval of Board of Park Commissioners and Director of Parks and Recreation. Please see the "2019 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit".
 - i. Events at the Pavilion may serve alcohol inside the Pavilion for an additional \$50 fee. Renter must provide Parks with a copy of appropriate Alcohol Permit. Security is required. All provisions of the Alcohol Permit must be followed.
 - ii. Events at the Pavilion may sell closed container alcohol with no consumption on site for an additional \$50 fee. Renter must provide Parks with a copy of appropriate Alcohol Permit. All provisions of the Alcohol Permit must be followed.
 - iii. Events at the Pavilion may sell alcohol for consumption for an additional fee of \$200 or 10% of gross sales, whichever is greater. Renter must provide Parks with a copy of appropriate Alcohol Permit. All provisions of the Alcohol Permit must be followed.
 - iv. Events at the Pavilion may serve alcohol outside in the Patio for an additional fee. Renter must provide Parks with a copy of appropriate Alcohol Permit. Security is required. All provisions of the Alcohol Permit must be followed.
 - v. Events at the Pavilion may not sell alcohol, either open or closed container, in Patio area.
 - d. Consumption of alcoholic beverages without the appropriate fee and Alcohol Permit is strictly prohibited on public property. Persons observed consuming alcohol in such cases are subject to arrest.
9. Smoking

Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington Property. Smoking is not allowed outside a City of Bloomington facility within 30 feet of doors, windows, or ventilation system. Vaping is included in all smoking prohibitions.
*The Patio would be included in areas prohibiting smoking.
10. Rules and Regulations
 - a. The Renter is responsible for ensuring that all Parks rules and regulations are observed by guests and others using the rented facility.
 - b. Violation of facility rules and regulations may be grounds for termination of the rental agreement. In the event of termination for this reason, no refunds will be given.
11. Insurance (if applicable)

The event organizer shall maintain comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) for bodily injury per person in any one occurrence and Two Million Dollars (\$2,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as an additional insured parties, and the organizer shall provide Parks with a certificate of insurance at least two (2) weeks before the event.
12. Condition of Facility

The Renter is responsible for ensuring that the rented facilities are clean and in good repair at the end of the rental period. In the event that Parks must take steps to clean or repair the facilities, the Renter will be charged accordingly.
13. Liability
 - a. The Renter agrees to release, hold harmless, and indemnify the City of Bloomington, the Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise from the use of the facility during the rental period. This release includes claims for personal injury, property damage, and/or any other type of claim or cause of action which might be brought by the Renter or by any third party.
 - b. The Renter agrees to assume financial responsibility for the repair or replacement of any facility equipment or fixture which is damaged through the negligence of the Renter or participants or spectators at the Renter's event. The decision to repair or replace equipment shall be at the election of Parks.

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

SIGNATURES

By signing and submitting this application, the Renter agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated in this Agreement.

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

Signature of Renter

Date



INVOICE

RENTER - PLEASE FILL OUT INVOICE

INVOICE # *SYP-event date* _____

Org or individual _____

Date _____

Street Address: _____

Office Use: For use of Switchyard Park Pavilion

Phone: _____

201-18-189006-43220

Email: _____

	<u>Category A – City of Bloomington Internal Pricing</u>	<u>Category OrB – Not-for-Profit Org Pricing *requires copy of 501c3</u>	<u>Category C – Standard Use Pricing</u>	
<u>Qty</u>	<u>BASE RENTAL RATES</u>			<u>Line Total</u>
_____	Pavilion Weekday Rate (4 hour minimum *Mon-Thur 8 am-5 pm)	No Charge	\$65/hr	_____
_____	Pavilion Weekday Rate (4 hour minimum *Mon-Thur 5 pm to 11 pm)	\$65/hr	\$65/hr	_____
_____	Pavilion Weekend Rate (6 hour minimum *Fri, Sat, Sun, and Holidays)	\$80/hr	\$80/hr	_____
_____	Patio (Outdoor Attached)	No Charge	\$100/day	_____
_____	Pavilion Lawn	No Charge	\$150/event	_____
_____	Requesting food truck(s) on site	No Charge	\$25/truck	_____
<u>Yes/No</u>	<u>GENERAL SETUP</u>		<u>Additional Costs</u>	<u>Line Total</u>
_____	Requesting kitchen?		No Charge	_____
_____	Requesting podium?		No Charge	_____
_____	Requesting portable bar?		No Charge	_____
_____	Requesting microphone(s)?		No Charge	_____
_____	Requesting projector/screen		\$50/event	_____
_____	If yes, does sound from laptop need to play over speakers?		No Charge	_____
_____	Requesting pipe and drape?		\$150/event	_____
_____	Requesting riser stage?		\$150/event	_____
<u>Yes/No</u>	<u>ALCOHOL</u>		<u>Additional Costs</u>	<u>Line Total</u>
_____	Will you be consuming alcohol in Pavilion?		\$50/event	_____
_____	Will you be consuming alcohol in Patio?		\$100/event	_____
_____	Will you be selling close container alcohol?		\$50/event	_____
_____	Will you be commercially selling for consumption?		10% of gross sales	TBD
**See FAQ and Alcohol Section of Terms and Conditions. Beer and wine ONLY allowed. Caterer's License to serve alcohol or State of Indiana Temporary Alcohol Permit required. Alcohol requires renter to provide security on site.				
TOTAL RENTAL COST				_____

A deposit of \$260 per weekday or \$480 per weekend date is required to reserve date.

Once Rental Agreement is confirmed deposit or full payment can be made via credit card or check.
Make all checks payable to: City of Bloomington Parks and Recreation, Subject Line: [Event Name and Date].

Items can be mailed or dropped off to:
City of Bloomington Parks and Recreation, ATTN: Hsiung Marler,
401 N. Morton St., Suite 250 Bloomington IN 47402

Thank you for your business!

FREQUENTLY ASKED QUESTIONS

Q: What size are the tables?

A: Round Tables are 60", Rectangle tables are 30"x72", and High Top (aka Cocktail Tables) are 24". Standard seating for the rounds is normally 8 people. Tables are not for "craft" use. Renters would have to provide their own tables for "craft" uses. All renter tables and chairs must have rubber feet, cardboard, or carpet.

Q: What are renters responsible for at the end of event?

A: Anything that is brought in for the event must leave the building or be placed in a trash receptacle. If the kitchen was used the renter (or caterer) must clean the kitchen.

Q: Can we use tape on the floor?

A: No. The adhesive from the tape causes problems with the finish.

Q: How big is the Pavilion?

A: The building is 11,000 sq. ft. total. The event space is over 7,000 sq. ft.

A: Max occupancy is listed at 442 seated and 600 standing. We recommend events using round table seating cap at 280 guests.

Q: What hours are the Pavilion available for use?

A: The Pavilion is generally available 9am-11pm (out by 11pm). For special situations an earlier time can be worked out.

Q: Can we have confetti or glitter?

A: NO. Use of confetti, confetti balloons, glitter, etc will result in loss of Damage Deposit.

Q: Can we put down tape on the floor to mark vendors' areas?

A: NO. Because of the radiant flooring and sealant the adhesive will melt and create a mess.

Q: Is any space outside the garage doors available?

A: Yes. Additional fee required. An area can be cordoned off to create an attached Patio from the building 24' towards the tree line. Width of the patio can be either one, two, or three garage door (20', 40', 60') widths

Q: Are table and chairs provided?

A: Yes. Banquet tables and chairs are available at no charge. Parks staff will set up tables and chairs for events. Banquet tables and chairs are for indoors only.

A: Yes. For the Patio (up to four) 'café' tables and chairs are available at no charge to reservations. Parks staff will set up tables and chairs for events. Parks does not provide any other tables and chairs outside. Renter may bring additional table and chairs for the Patio.

Q: Is there an ice machine or freezer on site?

A: No there is not. Any needed ice would have to be provided by the renter. Ice cannot be stored in the refrigerator.

Q: Is there a stage for inside?

A: Yes. Additional fee required. The 'riser' stage is made up of six 4'x8' sections. Stage can be configured as desired.

Q: Are there microphones available?

A: Yes. There are two cordless handheld microphones and one lavalier microphone available at no charge.

Q: What else is included at no charge?

A: See Invoice. There is a portable bar and a podium available at no charge to reservations.

Q: Is there a projector and screen available?

A: Yes. Additional fee required. Screen is 12' wide by 9' tall. Projector and screen will affect floor plan. Please discuss in advance. Renter will need to bring a laptop with a HDMI port. Apple laptops do not work with system.

Q: Is there WIFI in the Pavilion?

A: There is free public WIFI in the Pavilion and the majority of the park.

Q: Is there a kitchen?

A: Yes. The Pavilion has a Caterer's Kitchen. No oven or stove. There is a commercial warmer, a commercial double-door refrigerator, a three compartment sink, and a handwashing sink. The kitchen has a pass through shutter door to the event space. Note: if the shutter is opened renter must provide some sort of covering for the limestone shelf.

Q: Does the Pavilion offer or recommend catering?

A: No. The Pavilion does not offer catering nor do we have preferred caterers.

Q: Can we use Food Trucks for our event?

A: Yes. Additional fee required. Food trucks would park in a designated area in the parking lot. Food trucks must be discussed in advance. Parks recommend against using food trucks for most events.

Q: Can we have alcohol at our event?

A: Yes. See Invoice or Terms and Conditions. Only beer and wine are allowed. Any alcohol being consumed outside designated areas will result in loss of Damage Deposit. A copy of the Caterer's Alcohol License or the State of Indiana Alcohol Permit is required. Renter must provide security.

Q: What does security mean?

A: Renter can hire a security company. Security is there to help enforce that no one underage gets served, no one gets overserved, no one drives home impaired, only beer and wine is available, alcohol does not leave designated areas, etc.

Q: What can we do for music?

A: We recommend renters provide their own sound system for music. Special requests for background music to be played through pendant speakers using blue tooth can be requested.

Q: What is not included?

A: Not included is linens, tableware, glassware, sound system, extension cords, or use of ladder. Note: any event with food is required to have linens/table cloths for all tables (high top/cocktail tables are exempt).

Q: Are there electrical outlets available in the pavilion?

A: There are four 110-electrical outlets available at each beam between the garage doors, at spots down the middle of the floor, and at the front of the room.

Q: How many parking spaces are there?

A: Rogers has 128, Rogers Overflow has 91, Grimes has 114, and Walnut has 43 parking spaces.

Q: Will there be anyone onsite during the event?

A: There will be an Event Supervisor present during the event.

Q: How tall is the limestone wall inside the Pavilion?

A: The wall is 12 feet high.

Q: Are candles allowed?

A: No, open flames are not allowed (other than sterno cans for catering). Electric candles are allowed.

Q: Are crafts allowed?

A: Can be discussed. Tables and floors would have to be covered. No paint, no glitter, no confetti.

Q: Can we put up decorations inside the Pavilion?

A: Free standing signage or the use of suction cups/magnets to hold signage is allowed inside the Pavilion the day of the event. No tape, nails, screws, etc. is allowed to hang signage.

Q: Can we put up marketing or directional signage up outside the Pavilion?

A: Yes, only on the day of the event. Signage must be: free standing signage (such as a sandwich board), yard signs, or 'feather' signage. Confirm location of signage in advance.

Q: Are pop-up tents allowed inside Pavilion?

A: Yes. However per Fire code they should be placed underneath sprinkler heads. All pop-up tents (and any tables the renter brings) are required to have a rubber 'foot', cardboard, or fabric material underneath to prevent metal from scratching the floor.

Q: Are animals allowed inside the Pavilion?

A: Service animals are always welcome. Arrangements for any other animals must be approved in advance by Parks.

Q: Can we rent the Pavilion Lawn in front of the Pavilion for a wedding ceremony?

A: Yes. Additional fee required. There are a couple challenges. Please discuss in advance.



Hourly Park Permit Guidelines, Application, and Agreement

Thank you for considering the Bloomington Parks and Recreation Department (BPRD) facilities for your program. We look forward to having you use one of our parks and ask that you follow these rules to ensure your program goes smoothly and that park resources are protected. Failure to comply with these rules could result in a void of your Hourly Park permit. Best wishes for a safe and successful program!

Return this application and the additional fees/forms to the Bloomington Parks and Recreation Department at least **four weeks prior** to your event. Submitting this Hourly Park permit application is not a confirmation to conduct your planned program. Your application will be processed and you will receive notice of approval or rejection within two weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. **Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park(s) for the event described herein.**

APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- | | |
|--|--|
| <input type="checkbox"/> Application for Rental Agreement | <input type="checkbox"/> Program Site Plan |
| <input type="checkbox"/> \$25 Application Fee (non-refundable) | <input type="checkbox"/> Class Schedule |

Rental/Permit Fees and Certificate of Insurance:

Rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Program date(s) will only become final once all payment(s) have been received.

Checks should be made payable to City of Bloomington and mailed to:
PO Box 848, Bloomington, IN 47402 or dropped off at
401 N. Morton St. (inside City Hall)

Refunds:

BPRD will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made fewer than seven days before the event will result in the forfeiture of the entire rental fee. Refunds will not be issued due to inclement weather.

Insurance:

The event organizer shall maintain comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) for bodily injury per person in any one occurrence and Two Million Dollars (\$2,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as an additional insured parties, and the organizer shall provide Parks with a certificate of insurance at least two (2) weeks before the event.

If permit applicant or their guests will be driving onto Parks property, each automobile must have Automobile Liability Insurance.

Entire Application Must Be Completed In Full

**Meeting:**

Once the application has been approved, BPRD staff will contact the applicant to determine if a planning meeting is necessary. If necessary, this meeting may be mandatory to work out all the details of the program.

B-Line Trail:

The section of trail from Sixth Street – the east side of Rogers including the Farmers’ Market Plaza, and the east side of City Hall between Sixth Street and Tenth Street is not available for use on Saturdays, April – November, between 5 a.m. and 3 p.m.

Property adjacent to the B-Line Trail is not available for placement of tables, chairs, signage, portable toilets, etc. Any group using the B-Line Trail must supply security at all intersections to assist walkers/runners/parades in safely crossing bisecting streets.

Vehicles and Parking:

Vehicles are not allowed on park property other than streets and parking areas. Failure to comply with this guideline will result in a loss of permit. Parking is permitted only in designated parking lots.

Trash Removal/Recycling:

You are responsible for securing additional receptacles or having your trash hauled away if park containers won’t accommodate the needs for your program. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after a program for park staff to remove. You are responsible for providing trash bags and any additional trash receptacles as needed. Trash that is not disposed of properly or overfills a receptacle may result in a loss of the permit. Dumpsters are to be placed in designated areas or as approved by park staff. You are responsible for taking any recycling to the recycle center.

Equipment:

Bloomington Parks and Recreation is not responsible for any equipment or items used in your program. You are responsible for scheduling security to watch over your area. Barbells, bumper plates, plate weights, and sleds are not allowed. TRX straps, rings, and resistance bands are not allowed to be hung from trees. All music devices used during the program must be battery powered.

Child Supervision:

If children under the age of 18 are part of the program, it is your responsibility to provide adequate supervision.

Safety:

The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited



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

The individual or group is totally responsible for the behavior and actions of those individuals attending their program and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

Copyright:

It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

Noise Permits:

It is the responsibility of the applicant to secure proper noise or parade permits from the Department of Public Works. **This includes the use of amplified and non-amplified music. Applicants can call 812-349-3411 for additional information.**

Violations:

Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures. BPRD retains the right to revoke an Hourly Park permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.

Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs), excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other park premises is prohibited.

Permit Fees:

Application Fee: \$25, non-refundable

Hourly Permit Fee: \$10/hour use of park, including set-up and breakdown, see page 1 for refund policy

Questions?

Bloomington Parks and Recreation Department
parks@bloomington.in.gov
812-349-3700

401 N. Morton St., Suite 250
P.O. Box 848
Bloomington, IN 47402



HOURLY PARK PERMIT APPLICATION

City of Bloomington Parks and Recreation Department (BPRD)

(Please Print or Type)

- Park and trail operating hours are 5:00 a.m. to 11:00 p.m.
- Permit applications must be submitted to the Department at least four weeks prior to event
- An application for shall not become a permit until it has been approved and signed by the Department.
- Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

€ Governmental:

- o City of Bloomington
- o Department-Affiliated
- o Monroe County
- o Other

€ Non-Profit

o Tax ID# _____

€ Non-Profit Fundraising Event

o Tax ID# _____

€ Private: City Resident

€ Private: Non-resident

€ Profit Making

€ Other

Date of Application: _____

Location(s) of Proposed Program: _____

Date(s) and Times(s) of Proposed Program:

Date	Time

Contact Information:

1. Organization applying for Hourly Permit:

Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax: _____

E-mail: _____

Entire Application Must Be Completed In Full



2. Name of organizational **contact** responsible for managing program
(Please list the one representative that will be responsible for all communication):

Name: _____ Title: _____

Address/Phone Number (If different than organization)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax: _____

E-mail: _____

Program Logistics:

3. Name of Program: _____

4. Type of program: (Please check as many as applicable)

☐ Fitness/Health Class (such as: group exercise, small group training, personal training)

☐ Art/Music Class

☐ Sport/Coaching

☐ Other (please explain) _____

5. Program Description

6. Do you plan to bring equipment that will be used during the program? ☐ yes ☐ no

(a) If yes, please describe below (type, quantity, etc.).

Type of Equipment	Quantity



7. Requested date(s) and time(s) for program:

Date, set up time, event start time, event end time, teardown time

Date	Set Up Time	Program Start Time	Program End Time	Teardown Time
For ex: Oct. 13	7:30a	8:00a	9:00a	9:30a

(a) Designated date(s) for inclement weather? (rain date) ☐ yes ☐ no

If yes, please list rain date(s) and time(s) below:

Date	Time

8. Total number of anticipated participants per event/class: _____

9. Will any signs, banners or flyers be hung or posted? ☐ yes ☐ no

Describe the proposed locations of the banners, etc. (Due to city ordinances regarding signage, additional permission may be needed to hang banners/signs in advance of event. Contact the City of Bloomington Planning Department at 812-349-3423)



10. Is this program open to the public? ☐ yes ☐ no

11. Please advise what accommodations you are providing for persons with special needs: (parking, transportation, accessibility)

12. Will there be a charge to attend/participate? ☐ yes ☐ no

If yes, please explain the type of fee and amount:

Type Fee(s): _____ Fee Amount: _____

13. Please describe how you plan to remove trash from the program site: _____

Person responsible for clean up:

Contact Name: _____ Relationship to organization: _____

Phone Number: _____

Security/Safety:

14. What are your plans for providing emergency/medical services?

Program Music:

15. Do you plan to provide music for this program? ☐ yes ☐ no

If yes, please describe: _____

16. Will any type of sound amplifying equipment or devices be used in conjunction with this event?

☐ yes ☐ no If yes, please list type of equipment

Type of Equipment	Quantity



17. Are there any special provisions pertaining to your event that have not been addressed on this application: _____

18. **All Programs:** A map detailing placement of program (site map) will be required for all programs.

***A copy of your site map must be attached to this application.**

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the City of Bloomington Parks and Recreation Department including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully :

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Signature

Date

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact. Bloomington Parks and Recreation Department has put in place preventative measures to reduce the spread of COVID-19; however, the Department cannot guarantee that you, the program participant, or your household members will not become infected with COVID-19. Further, attending the C.A.R.E.S. program could increase the risk of you, the program participant, or your household members of contracting COVID-19.



By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, the program participant, or other members of our household may be exposed to or infected by COVID-19 as a result of the program participant attending the program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I also acknowledge and understand that all of the risks of COVID-19 are not known. I understand that the risk of becoming exposed to or infected by COVID-19 at the program may result from the actions, omissions, or negligence of the program participant, myself, and others, including, but not limited to, Bloomington Parks and Recreation's employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks, known and unknown, and accept sole responsibility for any injury or loss to the program participant, myself, and other members of my household. On my behalf, and on behalf of the program participant, I hereby waive, release, discharge, and agree to hold harmless, indemnify, and not sue Bloomington Parks and Recreation's Department, its employees, agents, officers, directors, affiliates, members, volunteers, and representatives (collectively, "Releasees"), of and from any and all claims, liabilities, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Releasees, whether such claim arises before, during, or after participation in any Parks and Recreation program.

I have read and understand all of the foregoing terms. I agree with its terms and sign it voluntarily.

Signature of Participant

Date

To be completed by Bloomington Parks and Recreation Staff
Renters will receive an invoice for total amount of fees due

Due with Application:

☐ Application Fee: \$25/non-refundable \$ _____

☐ Permit Fee: \$10/hour \$ _____

☐ Other Fee(s): \$ _____

City of Bloomington Parks and Recreation Department Hourly Park Permit Application **(PARK USE ONLY)**

Date Received: _____ Fees Charged: _____

Permit #: _____

Application Fee Deposited to: 201-18-181000-43310

Permit Hourly Fee Deposited to:

Art/Music/Cultural/Sport/Other: ☐ 201-18-189006-41020

Fitness/Wellness/Health: ☐ 201-18-181001-41020

Other Fee(s) Deposited to: _____

City of Bloomington contact person: _____

Telephone Number: _____ Fax #: _____

E-mail: _____



2024 NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 250
Bloomington, Indiana 47404
812-349-3700

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Parks and Recreation Department. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Hsiung Marler with any questions: 812-349-3961, marlerh@bloomington.in.gov

Event and Noise Information

Name of Event:				
Location of Event:				
Date of Event:		Time of Event:	Start:	
Calendar Day of Week:			End:	
Description of Event:				
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:			
Organization:		Title:	
Physical Address:			
Email Address:		Phone Number:	
Signature:		Date:	

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Parks and Recreation Department, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

Parks and Recreation Department (For Non-Parks-sponsored events)	Board of Park Commissioners (For Parks-sponsored events)
<hr/>	<hr/>
Tim Street, Administrator	Kathleen Mills, President
<hr/>	<hr/>
Date	Date

A-8 Agenda itemAdmin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Clarence Boone, Facility/Program Coordinator
DATE: January 23, 2024
SUBJECT: REVIEW AND APPROVAL OF 2024 FARM VENDOR CONTRACT, HANDBOOK, AND EXHIBITS

Recommendation

Staff recommends approval of the farm vendor contract, handbook and exhibits for the 2024 Bloomington Community Farmers' Market. Approved vendors will pay a booth fee to attend the Bloomington Community Farmers' Market and revenue is collected in account 201-18-186503-43270.

Background

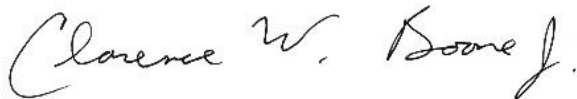
The Department is currently accepting farm vendor applications for the 2024 market season. Applications will be accepted through February 21st, for those intending to reserve a space for the April or May- October seasons. Applications will be accepted for day stall vendors as long as space allows.

The 2024 contract and exhibits have been updated to reflect 2024 dates.

The Handbook has gone through updates that reflect the following changes:

- Date changes related to a new market season
- A few grammatical edits
- A few changes to agency contacts in the Vendor Resources appendix section

The changes have been discussed with the Farmers' Market Advisory Council and all pertinent documents have been reviewed by Legal.

RESPECTFULLY SUBMITTED,

Clarence Boone, Program/Facility Coordinator

2024 BLOOMINGTON COMMUNITY FARMERS' MARKET FARM VENDOR CONTRACT

In consideration for the privilege to participate in the 2024 Bloomington Community Farmers' Market ("Market"), the City of Bloomington ("City"), and the undersigned Vendor(s) ("Vendor") agree to the following:

1. ADMINISTRATION

The Market is administered by the Parks and Recreation Department of the City in accordance with this contract (the "Contract"). The City selects and approves Vendors, sets fees and determines Market policies and criteria for eligibility. The criteria for eligibility it considers while reviewing applications are: that the Vendor produces goods in compliance with the Farm Vendor Handbook guidelines for the categories of goods the Vendor offers for sale; that the Vendor has had a positive history with the Market without prior contract violations; that the Vendor's products complement the product balance at the Market, that the Vendor is committed to the general mission of the Market; and that it is in the best interest of the Market, the public and the City to select the Vendor for the Market. The Market Coordinator and Specialist review applications and have the discretion to select Vendors who meet the criteria for eligibility and whose products most closely match the City's mission for the Farmers' Market. Both also oversee the Market and have authority to assign vending space, settle disputes and disqualify or terminate vendors for violations of this Contract or Market regulations.

2. ELIGIBILITY OF VENDORS

Following are definitions used, in part, to determine an individual's eligibility to vend at the Market:

"Producer" is a person who is consistently involved with and participates substantially in the production, including aspects like planting, cultivating, harvesting, and raising, of permitted goods sold pursuant to this contract.

"Primary Vendor" is a person who is a producer, is the person who owns, leases, rents or otherwise controls the land on which goods sold pursuant to this contract are raised and is the person who controls points for the Vendors on this Contract. The designation of "Primary Vendor" is determined by the vendor name listed first on this Contract.

"Vendor" is a person who is a producer or immediate family member of the Primary Vendor, as defined in this Contract, and has signed this Contract.

"Immediate Family" is defined as a parent, child, spouse or domestic partner of the Primary Vendor.

"Stand Assistant" is a person who assists the Vendor at Market, but does not fulfill the definition of Vendor set forth in this Contract. Stand Assistants must be accompanied by a Vendor in each and every distinct stand rented by the Vendor at a given Market. Stand Assistants cannot earn points for selling at Market.

Only individuals who are named as Vendors or Stand Assistants in this Contract may sell at the Market. A Vendor and a Stand Assistant working with that Vendor may sell only goods produced on land controlled by the Primary Vendor or on land on which the Primary Vendor's immediate family is a producer. A Vendor may be a party to only one Market contract and may have only limited financial interest in any other Market contract.

Vendors and Stand Assistants must be listed by full legal name on this Contract and must sign this Contract. If a Vendor wants any individual not listed on this Contract to serve as a Vendor or Stand Assistant, the

Vendor must let Market Staff know the name of the Vendor or Stand Assistant by no later than 5 PM on the Thursday before the Market day, except in the case of a documented emergency. Failure to do so will result in the newly identified Vendor or Stand Assistant not being permitted to work at the following Saturday or Tuesday Markets.

“Innovative Farm Arrangement” is a farm arrangement that does not fit within the above established definitions of producer, primary vendor and/or vendor, but is determined to be within the scope and mission of the Market at the discretion of the Market Coordinator and Specialist based, in part, on information provided in the Innovative Farm Arrangement application.

The Vendor agrees to abide by all applicable federal, state and local laws and ordinances, and agrees that the violation by the Vendor of such a law or ordinance may be deemed by the City to be a material breach of this contract.

3. OBLIGATION TO COMPLY WITH MARKET HANDBOOK AND APPLICATION

The 2024 Farm Vendor Handbook is hereby incorporated into this Contract by reference and is a part of this contract as fully as if it had been set forth herein. The 2024 Application completed by the selected and approved Vendor and the exhibits for Value Added Foods (Exhibit A), Pet Foods (Exhibit B), Home Based Vendor Foods (Exhibit C), Aquaculture Foods (Exhibit D) and/or Shell Egg (Exhibit E) if applicable, are hereby incorporated into this Contract by reference and are made a part of this Contract as fully as if they had been set forth herein. Any 2024 Innovative Farm Arrangement Application completed by the selected and approved Vendor is hereby incorporated into this Contract by reference and is made a part of this Contract as fully as if it had been set forth herein.

4. APPLICATION/AGREEMENT TO SELL

The Vendor must have completed in full and signed this Contract or be named in this Contract and have authorized another person to sign on his/her behalf and have paid all applicable rental fees by the deadline below before Vendor is allowed to sell any goods. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 along with payment by March 2, 202, if vendor wants to participate in the space reservation selection.

Innovative Farm Arrangement applications are due to the same office by February 2, 2024. In the event a Vendor does not have a signed Contract on file by date set forth, it is in the discretion of the Market Specialist and/or Market Coordinator to determine the Vendor’s eligibility to sell. Points will not be awarded until the Vendor has submitted a signed Contract and a complete and approved application.

5. GIFT CERTIFICATE PROGRAM/SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PARTICIPATION

Vendors with qualifying products (fruits and vegetables) are strongly encouraged to participate in the Farmers’ Market Gift Certificate Program/Supplemental Nutrition Assistance Program (GCP/SNAP) organized by the City. Basic information on the GCP/SNAP is included on pages 15 and 16 of the Farm Vendor Handbook with more detailed information in the GCP/SNAP Farmer/Food and Beverage Artisan Training Guide available from Market staff.

The primary vendor must indicate on the last page of this Contract whether or not he/she is participating in the (GCP/SNAP).

If the Vendor chooses to participate in the GCP/SNAP and is participating for the first time, Market staff will contact the Vendor to provide him/her with a GCP/SNAP Farmer/Food and Beverage Artisan Training

Guide and the City Vendor and EFT form to complete. If the Vendor has participated in the GCP/SNAP in previous years and accepted EFT payment, no further paperwork is necessary. If the Vendor chooses to participate in the GCP/SNAP, the Vendor agrees to attend a training or read the GCP/SNAP Farmer/Food and Beverage Artisan Training Guide and abide by the rules established in the Training Guide. The Vendor understands he/she is responsible for Gift Certificates/Market Bucks from the time the Vendor receives them as payment until the time they are turned in for redemption.

6. CITY'S REMEDIES FOR BREACH; APPEAL

a) Violation of any material provision of this Contract is a material breach and considered a default by the Vendor. Upon notice by the City to the Vendor of the occurrence of a breach or default, and the Vendor's failure to correct the breach within a reasonable period of time, if the Vendor is in the Market at the time, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate may not only subject the Vendor to immediate termination of this Contract, but may also subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass. If a breach or default is deemed not correctible and/or serious enough to merit immediate action, the Vendor may be subject to immediate termination of this Contract.

b) If the City has reason to believe that a Vendor did not produce the goods he/she is selling at the Market, or that other conditions exist that may constitute a violation of this Contract or adversely impact the health or safety of Market patrons or City employees, the City reserves the right to conduct an investigation which may include an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the City to conduct such investigation and inspection. The Vendor also agrees to provide the City such opportunities as the City deems necessary to view and obtain copies of the Vendor's records related to the goods sold at Market. If the City determines, after investigation, that there is a reasonable likelihood that the Vendor did not produce the goods he/she offered for sale at the Market or has otherwise violated this Contract, the City may, in its sole discretion, declare a material breach.

c) Upon occurrence of a material breach of this Contract, the City reserves the right to declare this Contract terminated, by so stating in a written notice to the Vendor, and to retain, as liquidated damages and not as a penalty, any rental fees prepaid by the Vendor.

d) The City has the right to make rules regarding the Market and determine whether Vendors are in compliance with its rules. Vendors who are dissatisfied with a City decision to terminate a contract may appeal it in writing to the Advisory Council within ten days of receipt of notice of the decision, and may appeal the Advisory Council's decision in writing to the Board of Park Commissioners within ten days of receipt of the Advisory Council decision. The decision of the Board of Park Commissioners is final.

7. LAW AND VENUE

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

8. COVENANT NOT TO SUE

The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Agreement. The Vendor 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.

9. 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.

10. LIABILITY AND INDEMNIFICATION

The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices. The Vendor hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims") , including but not limited to attorney fees and court costs, which may arise as a result of the Vendor's participation in the Market, whether or not sounding 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 members of the Farmers' Market Advisory Council or Board of Parks Commissioners.

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 Vendor of any such termination and the reasons therefor in writing

12. NOTICES

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

Parks: Parks and Recreation Department
ATTN: Clarence Boone, Farmers' Market Coordinator
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Primary Vendor - Initial one: _____

Vendor chooses NOT to participate in the GCP/SNAP _____

This Contract is effective upon signature by Vendors, Stand Assistants and the Corporation Counsel and is valid only for the 2024 Market Season, terminating at the close of the Market on November 2, 2024.

<div>Vendor's Printed Name</div>	<div>Primary Vendor's Signature Market Registrant</div>	<div>Date</div>
<div>Vendor's Printed Name</div>	<div>Vendor's Signature Market Registrant</div>	<div>Date</div>
<div>Vendor's Printed Name</div>	<div>Vendor's Signature Market Registrant</div>	<div>Date</div>
<div>Vendor's Printed Name</div>	<div>Vendor's Signature Market Registrant</div>	<div>Date</div>
<div>Vendor's Printed Name</div>	<div>Vendor's Signature Market Registrant</div>	<div>Date</div>
<div>Vendor's Printed Name</div>	<div>Vendor's Signature Market Registrant</div>	<div>Date</div>
<div>Vendor's Printed Name</div>	<div>Vendor's Signature Market Registrant</div>	<div>Date</div>
<div>Vendor's Printed Name</div>	<div>Vendor's Signature Market Registrant</div>	<div>Date</div>
<div>Vendor's Printed Name</div>	<div>Vendor's Signature Market Registrant</div>	<div>Date</div>
<div>Vendor's Printed Name</div>	<div>Signature of parent or guardian if Vendor is age 18 or younger</div>	<div>Date</div>

_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
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_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
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_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
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_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
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_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
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_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
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_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
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_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
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_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
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_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
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_____ Signature of parent or guardian (if Stand Assistant is age 18 or younger)	_____ Date
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_____ Margie Rice, Corporation Counsel	_____ Date
---	---------------

_____ Kathleen Mills President Board of Park Commissioners	_____ Date
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_____ Tim Street, Parks Administrator	_____ Date
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2024 Bloomington Community Farmers' Market Contract
Value Added Foods Exhibit
(Exhibit A)

As additional consideration for the privilege to participate in the 2024 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Value Added Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2024 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Value Added Foods" are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility containing a significant portion of Vendor-grown/raised/collected product, the specifics of which are detailed by category below (See Section III. 7.)
- II. Products from animals administered growth hormones, including but not limited to rBGH, may not be sold at Market.
- III. An initialed Value Added Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Value Added Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
 2. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department (except for wine (see Section III. 7. E.)), without which the Contract and this Exhibit are not valid.
 3. The Vendor must prepare foods from scratch in a licensed facility (except meats (see Section III. 7. D.)).
 4. The Vendor must properly label goods for sale according to the regulatory body overseeing the Value Added Food items, including, but not limited to name of product, location of preparation, contents, net weight and date of processing.
 5. If the Vendor intends to prepare food at Market, the Vendor must obtain prior approval (based on the desirability of the food item and safety of setup) from the Market Manager.
 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
 7. The Vendor must be in compliance with all applicable federal and state laws.
 8. Product meets the following additional requirements by type and category:

A. Standard Value Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.)

- a. All product that can be reasonably Vendor-grown/raised/collected must be.
- b. The final product may contain up to 50% product by volume (excluding water) that is not Vendor-grown/raised/collected.

B. Manufactured Grade Dairy Products

- a. All animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
- b. The Vendor must process his or her own dairy products.
- c. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
- d. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- e. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a manufactured grade milk and/or milk processor, prior to this Exhibit and the Contract being considered valid and prior to selling at Market.

C. Grade A Milk and/or Milk Products

- a. Some of the animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
- b. The Vendor must process his or her own dairy products.
- c. Any milk purchased for dairy products sold at Market must be sourced from Indiana dairies.
- d. The Vendor must produce at least as much milk from the Vendor's animals to equal the amount of liquid milk in dairy products sold at Market during the period of time the Vendor sells at Market.
- e. The Vendor must provide, prior to Vendor's Contract and this Exhibit being considered valid and for approval by the Market Manager, all sample documentation necessary regarding how records will be kept for on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources of purchased milk by **March 15, 2024**.

- f. The Vendor must maintain records and provide documentation to the Market Manager by **August 9, 2024** and again by **December 13, 2024** regarding on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources and volume of purchased milk.
- g. The Vendor utilizing milk from animals he/she did not raise must post a legible sign stating, "The milk in this dairy product is sourced from other Indiana dairies in addition to (name of farm's) own milk."
- h. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
- i. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- j. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a Grade A milk and/or milk products processor, without which the Vendor's Contract and this Exhibit are not valid.

D. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats

- a. The Vendor must have grown, bred or raised all animals from which meat is sold at the Market.
- b. All animals must have been in the Vendor's immediate custody, care and control for at least 50% of the live weight or for twelve months at slaughter.
- c. Only product that has been prepared in a licensed, state-inspected facility may be sold at the Market. Preparation includes slaughter, packaging, labeling and preserving. The product must have a "safe food handling" label on the package and be sold in the unaltered package it was placed in at the processing facility. Processing plant receipts may be requested for verification of producership.
- d. The final product may contain up to 20% product by volume (excluding water) that is not vendor-grown/raised/collected.
- e. The Vendor must maintain the product continuously in frozen/preserved condition or, if product is fresh, maintain continuously at a temperature of 41 degrees Fahrenheit or less, from the time it leaves the processing facility until it is sold at the Market.

- f. Poultry and rabbit slaughtered on farm and frozen may be sold under Home Based Vendor Foods Exhibit provided Vendor is in compliance with all terms outlined in said Exhibit.

E. Wine

- a. The vendor must raise all fruit used in producing the wine.
- b. Only closed container sales are permitted, no sampling or sales by the glass.
- c. The Vendor must abide by all state and federal alcohol sales rules, including no sales to minors.
- d. The Vendor must obtain and provide the City with a current copy of the Indiana Farm Winery license, without which the Vendor's Contract and this Exhibit are not valid.

- IV. The Vendor may be required to submit recipes for the Value Added Foods to the Market Manager for verification that they meet the specified requirements.
- V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Value Added Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, whether or not sounding 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 Farmers' Market Advisory Council.
- VI. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor 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 Exhibit.

- VII. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2024 Market Season, terminating at the close of the Market on November 23, 2024.

List all products intended to be sold under this Value Added Foods Exhibit:

If selling Standard Value Added Foods, list name and location of licensed kitchen:

If selling Manufactured Grade or Grade A Milk Products, list name and location of processing facility if different from the primary vendor's address:

If selling Meat, list name and location of processor:

Attach copies of all appropriate paperwork.

- ☐ Manufactured Grade Milk and/or Milk Products Processor Permit.

- ☐ Grade A Milk and/or Milk Products Processor Permit.
- ☐ Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- ☐ Indiana State Department of Health Wholesale Certificate of Registration
- ☐ Indiana Farm Wineries license from the Indiana Alcohol and Tobacco Commission.
- ☐ Additional Attachments - Please Specify_____

Primary Vendor's Printed Name

2024 Bloomington Community Farmers' Market Contract
Pet Foods Exhibit
(Exhibit B)

As additional consideration for the privilege to participate in the 2024 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Pet Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2024 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Pet Foods" means products that contain at least 90% vendor-grown/raised/collected product and are processed or prepared by the Vendor from the original condition.
- II. The Vendor must have grown/raised all animals from which pet food products are obtained. Products from animals administered growth hormones, including but not limited to RBGH, may not be sold at the Market.
- III. A signed Pet Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell pet food at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract.
 2. Vendor obtains and retains, during the term of this Contract and Exhibit, an Indiana Commercial Feed License from the State Chemist (<http://www.isco.purdue.edu>) in compliance with Ind. Code 15-19-7, the Indiana Commercial Feed Law, a copy of which is attached hereto and incorporated herein by reference, and without which the Vendor's Contract with the City and this Exhibit are not valid.
 3. Product must be labeled with a label approved by the State Chemist in compliance with Indiana Code 15-19-7-26 and 27, and include but not limited to the following information: species of pet for which the food is intended, net weight, guaranteed analysis, ingredient statement, moisture content and name and address of manufacturer. A sample copy of which is attached to this Exhibit and incorporated herein by reference and without which the Vendor's Contract with the City and this Exhibit are not valid.
 4. **If the Vendor intends to sell dairy products as pet foods, the following additional requirements must be met:**
 - A. The Vendor must have grown, bred or raised all animals from which dairy products are sold at the Market.
 - B. All animals must have been in the Vendor's immediate custody, care and control.
 - C. The Vendor must process his or her own dairy products.
 - D. The Vendor must prominently include on the label "Not Intended for Human Consumption."
 5. **If the Vendor intends to sell frozen or preserved beef, bison, elk, goat, lamb, pork, poultry, rabbit or other meats at the Market as pet foods, the Vendor must comply with the above-stated standards and initial each page of the Value Added Foods Exhibit and meet all the criteria laid out therein.**
- IV. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Pet Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor 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 Exhibit.

VI. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2024 Market Season, terminating at the close of the Market on November 23, 2024.

Please attach copies of all appropriate paperwork.

- ☐ Indiana Commercial Feed License.
- ☐ Sample of Labels.
- ☐ Additional Attachments - Please Specify_____

Primary Vendor’s Printed Name

2024 Bloomington Community Farmers' Market Contract
Home Based Vendor Foods Exhibit
(Exhibit C)

As additional consideration for the privilege to participate in the 2024 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Home Based Vendor Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2024 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I.** "Home Based Vendor Foods" means non-potentially hazardous food products and frozen poultry and rabbit slaughtered on the farm that contain 100% vendor-grown/raised/collected product (except in the case of jams and jellies - see Section III. 2.) and fermented food (see Section III. 9.d.) and are processed or prepared by the Vendor at his/her primary residence, or on property owned or leased by the vendor.
- II.** Vendor selling Home Based Vendor Foods is responsible for ensuring all products are "non-potentially hazardous food" and may be required to have an analysis completed to determine if a product in question is indeed a "non-potentially hazardous food" and provide a written report of said analysis.
- III.** The following products are permitted for sale at the Market as Home Based Vendor Foods:
 1. Frozen/dehydrated fruits, vegetables, cultivated mushrooms and herbs
 2. Jams and jellies, canned or frozen, made from acidic fruits (sweeteners and gelling compounds may be added)
 3. Maple syrup
 4. Honey
 5. Sorghum
 6. Ground grains
 7. Vinegar
 8. Spices
 9. Fermented Foods, as long as the following requirements are met:
 - a. Vendor must use an appropriate percentage salt brine for the produce being fermented.
 - b. No acid may be added.
 - c. Product may not be hermetically sealed.
 - d. 95% of product must be vendor raised.
 10. Frozen Poultry, as long as the following requirements are met:
 - a. Vendor slaughters not more than 1,000 poultry during the calendar year.
 - b. Such poultry producer does not engage in buying or selling poultry products other than those produced from poultry raised on his own farm; and
 - c. None of such poultry moves in commerce outside Indiana (it all remains in Indiana after slaughter).
 11. Frozen Rabbit

- IV. A signed Home Based Vendor Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Home Based Vendor Foods at the Market as long as the following requirements are met:
1. Product meets the terms outlined in the Contract, and all applicable federal and state laws, including but not limited to Indiana Code 16-42.
 2. Pursuant to a new law that affects Home Based Vendors, Indiana House Bill 1149 was passed and took effect July 1, 2022. As a part of this new legislation, all HBVs are now required to take a recognized food safety training and ***must provide a copy of the certificate to the local health department in the county where the HBV's residence is located.*** One of these recognized trainings is the ServSafe Food Handler course offered by the National Restaurant Association. The certification costs between \$7 and \$15 plus the time to take a couple-hour course online. The certificate is good for 3 years depending on where it is completed.
 3. All processing and packaging must be done by the Vendor in compliance with Indiana Code 16-42-5-29(b) and pursuant to Indiana Code 16-42-5-29(b) (5) have proper labeling (or sign visibly displayed on table in the case of frozen or dehydrated produce), including the following:
 - A. The name and address of the producer of the food product.
 - B. The common or usual name of the food product.
 - C. The ingredients of the food product, in descending order by predominance of weight.
 - D. The net weight and volume of food product.
 - E. The date on which the food product was processed.
 - F. The following statement in at least 10 point type: "This product is home produced and processed and the production area has not been inspected by the State Department of Health." It is permissible for this statement to be displayed on the table next to any Home Based Vendor Foods.
- V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Home Based Vendor Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- VI. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor 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 Exhibit.

VII. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2024 Market Season, terminating at the close of the Market on November 23, 2024.

List all products intended to be sold under this Home Based Vendor Foods Exhibit:

Primary Vendor's Printed Name

2024 Bloomington Community Farmers' Market Contract
Aquaculture Foods Exhibit
(Exhibit D)

As additional consideration for the privilege to participate in the 2024 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Aquaculture Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2024 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I.** "Aquaculture Foods" means aquaculture farm products grown/raised by the Vendor for a minimum of eighty (80) days.
- II.** The following products are permitted for sale at the Market as aquaculture foods: fish and shrimp.
- III.** An initialed Aquaculture Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Aquaculture Foods at the Market as long as the following requirements are met:
 - 1. Product meets the terms outlined in the Contract, and is in compliance with all applicable federal and state laws.
 - 2. Only aquaculture foods that are raised in a state approved facility are permitted for sale.
 - 3. Aquaculture foods must be sold unprocessed, fresh and kept at 41 degrees Fahrenheit or below from the time it is harvested until the time they are sold or processed in a licensed kitchen and sold fresh and kept at 41 degrees Fahrenheit or sold frozen.
 - 4. No water and/or ice that comes into contact with aquaculture foods may be deposited or allowed to drain on Market premises.
 - 5. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department, which must be attached to this Exhibit, and which are incorporated to this Exhibit by reference, and without which the Exhibit and Contract are not valid.
 - 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling his/her product at Market.
 - 7. The Vendor must properly label goods for sale according to the regulatory body overseeing the aquaculture foods, including, but not limited to: name of producer, address of producer, phone number or email of producer, net weight and date of harvest.
- IV.** The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Aquaculture Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V.** The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor 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 Exhibit.

VI. This Exhibit is effective upon signature of the Contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2024 Market Season, terminating at the close of the Market on November 23, 2024.

List all products intended to be sold under this Aquaculture Foods Exhibit:

If selling processed fish or shrimp, list name and location of processing facility:

Attach copies of all appropriate paperwork.

- ☐ Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- ☐ Additional Attachments –
Please Specify_____

Primary Vendor’s Printed Name

2024 Bloomington Community Farmers' Market Contract
Shell Egg (Not from Chickens) Exhibit
(Exhibit E)

As additional consideration for the privilege to participate in the 2024 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Shell Egg (Not from Chickens) Exhibit ("Exhibit"), which is made part of and incorporated into the 2024 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. An initialed Shell Egg Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell shell eggs (not from chickens) at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
 2. All animals from which the shell eggs are derived must be in the Vendor's immediate custody, care and control.
 3. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
 4. The Vendor must maintain shell eggs at 41 degrees Fahrenheit or less.
 5. Used egg cartons may only be used if relabeled with Vendor's name, address, pack date and expiration date.
 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
 7. The Vendor must be in compliance with all applicable federal and state laws.
- II. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Shell Eggs pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, whether or not sounding 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 Farmers' Market Advisory Council.
- III. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor 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 Exhibit.

- IV. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2024 Market Season, terminating at the close of the Market on November 23, 2024.

List type of animal from which the shell egg is derived:

Attach copies of all appropriate paperwork.

- ☐ Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.

- ☐ Additional Attachments - Please Specify_____

Primary Vendor’s Printed Name

2024 FARM VENDOR HANDBOOK



Farm Vendor Handbook

With Market Information & Guidelines

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Part 1. Introduction

A. Bloomington Community Farmers' Market Mission

The Bloomington Community Farmers' Market mission is:

- To strengthen our local agriculture and food community by serving as a venue to nurture the direct, positive relationships between small farmers, food and beverage artisans and customers;
- To promote a safe and welcoming environment for all while enhancing and reflecting the City of Bloomington's diversity and encouraging multicultural awareness;
- To promote and improve food justice by implementing programs to increase access to Market products by low-income individuals; and
- To improve local food security and community sustainability by fostering a resilient food supply.

B. Market Contact Information

Clarence Boone, Market Coordinator

City of Bloomington Parks and Recreation Department
401 N. Morton St., Suite 250
Bloomington, IN 47404
Office: (812) 349-3738
Email: farmersmarket@bloomington.in.gov

Sarah Mullin, Program Specialist

Office: (812) 349-3704
Email: mullins@bloomington.in.gov

Market day cell: (812) 327-7034

For more information on the Bloomington Community Farmers' Market including: special events, weekly entertainment and farm vendor contracts, email: farmersmarket@bloomington.in.gov or visit bloomington.in.gov/farmers-market.

C. Market Seasons and Sites

April Market—Open every Saturday in April from 8 a.m.–1 p.m. at Showers Common, 401 N. Morton St.

May–October Market—The peak season Market is open every Saturday May–September from 8 a.m.–1 p.m. and every Saturday in October from 9 a.m.–1 p.m. at Showers Common, 401 N. Morton St.

Tuesday Market—Open every Tuesday, June–September, from 4–7 p.m. at the Switchyard Park Pavilion, 1601 S. Rogers St.

November Market—The November Market is held the first four Saturdays in November from 9 a.m. until 12:30 p.m. at the Switchyard Park Pavilion, 1601 S. Rogers St.

Holiday Market—The Holiday Market takes place at Showers Common, 401 N. Morton St. on the last Saturday of November from 10 a.m. until 3 p.m.

D. Farmers’ Market Advisory Council Welcomes You

The Farmers’ Market Advisory Council consists of 11 members—six representing Market vendors, and five representing customers. The Council acts in an advisory capacity to the Board of Park Commissioners and Park staff on policy matters relating to the Farmers’ Market. Contact the Advisory Council members through contact information listed on the website at bloomington.in.gov/farmers-market. Members of the public are welcome to attend Advisory Council meetings. Meetings are usually held at 5:30 p.m. on the third Monday of each month. It is advisable to check the website prior to each month’s meeting in case there has been a change.

E. *Market Beet* Newsletter

The *Market Beet*, the newsletter of the Bloomington Community Farmers’ Market, keeps Market vendors informed of issues, ideas and events important to vending at the Market and is published periodically throughout the Market season. Vendors are added to the *Market Beet* mailing list once their Market vending contract is received. Please be sure to notify Market staff of any email address updates.

Part II. Who Can Sell, What Can Be Sold?

A. Who Can Sell?

Farm vendors who wish to sell at the Farmers' Market are required to submit a complete Farm Vendor Application and the accompanying \$20 fee to the Parks and Recreation office by Monday, February 19, 2024 if the vendor wants to reserve a space for the 2024 season. The information on these documents is public record. All vendors will be notified of either their accepted or denied application.

Farm vendors selected and approved to sell at Market must reside in Indiana and are expected to be consistently involved with and participate substantially in the production, including aspects like planting, cultivating, harvesting, and raising of goods permitted for sale at the Market. The ELIGIBILITY OF VENDORS section of the contract provides definitions to determine eligibility to vend. A primary mission of the Market is to support small farmers and these definitions provide clarification as to who is a small farmer.

B. What Can Be Sold?

The Bloomington Community Farmers' Market provides a venue for selected producers to sell what they raise directly to the public. The Market staff reserves the right to verify that all goods are produced in Indiana by the vendor. Vendors should contact the Market Coordinator (at Market or via contact information on p. 1) if there is reason to believe that a vendor is not producing the product they are selling at Market. Market staff will assess the situation and determine the best course of action. Vendors must display legible price markers for goods offered for sale. All displayed product must be for sale, unless the item is a part of display materials. Vendors may only display signs, information and/or items at their stands that promote the products they are selling or that are directly related to their business.

GOODS PERMITTED FOR SALE

The following categories of products are permitted for sale: 1. Unprocessed Farm Products, 2. Plants, 3. Value-Added Foods, 4. Home-Based Vendor Foods, 5. Crafted Non-Food Farm Products, 6. Crafts, 7. Grown/Raised and Prepared at Market by Vendor, 8. Pet Foods, and 9. Aquaculture Foods.

In addition to distinct requirements for each category of product, the following considerations apply to all products sold at Market:

1) All of the non-native plant species listed on the Indiana Invasive Species Council plant list (at www.bit.ly/invasivelist) and all of their hybrids, cultivars and varieties, and any material produced by them are not permitted for sale at Market. It is the vendor's responsibility to become familiar with this list.

Trees: Invasive species include Norway maple (*Acer platanoides*), sawtooth oak (*Quercus acutissima*), Siberian elm (*Ulmus pumila*), and Callery pear (*Pyrus calleryana*)*

*some of the many cultivars of Callery pear include Bradford pear, Aristocrat, Cleveland Select, and Chanticleer.

Shrubs: Invasive species include Japanese barberry (*Berberis thunbergii*), autumn olive (*Eleagnus umbellata*), Russian olive (*Eleagnus angustifolia*), glossy buckthorn (*Frangula alnus* or *Rhamnus frangula*), common buckthorn (*Rhamnus cathartica*), privet (*Ligustrum obtusifolium* and *L. vulgare*), burning bush (*Euonymus alatus*), wineberry (*Rubus phoenicolasius*), and sericea lespedeza (*Lespedeza cuneata*).

Grasses: Invasive species include reed canary grass (*Phalaris arundinacea*), Phragmites (*Phragmites australis*), and Chinese maiden grass (*Miscanthus sinensis*).

Flowers: Invasive species include crown vetch (*Coronilla varia*), dame's rocket (*Hesperis matronalis*), Japanese knotweed (*Reynoutria japonica* or *Polygonum cuspidatum*), multiflora rose (*Rosa multiflora*), and purple loosestrife (*Lythrum salicaria*).

Vines: Invasive species include oriental bittersweet (*Celastrus orbiculatus*), Japanese hops (*Humulus japonica*), English ivy (*Hedera helix*), periwinkle (*Vinca minor*), wintercreeper (*Euonymus fortunei*), and moneywort or creeping Jenny (*Lysimachia nummularia*).

2) Product that is collected on public or private lands will be closely monitored. If collecting is done on public land, vendor must obtain all necessary permits. Collecting shall be done in a way that does not diminish the propagation of the resource. No threatened or endangered plants are permitted for sale.

3) Vendors wishing to sell cultivated fruits, vegetables or nuts from perennial plants acquired at or near maturity that require ongoing care, must seek permission from the Market Coordinator.

4) Citations to guidelines regulated by entities other than the City of Bloomington are for reference purposes only and do not relieve the vendor from knowing the underlying provisions.

1. Unprocessed Farm Products

Unprocessed Farm Products are farm products that are not processed beyond harvesting, cleaning, drying and packaging. These products include: whole, uncut fruits and vegetables, herbs, nuts, cut flowers, seeds, whole grains, cultured mushrooms, wild collected mushrooms,* eggs,** and non-food animal products and plant material.***

Sprouts (generally defined as seeds germinated in water and both seed and sprout are eaten) and pokeweed, or other potentially hazardous, unprocessed farm products, are not permitted for sale. Microgreens and shoots (generally defined as young plants raised in a growing medium with the seed not being intended for consumption) are permitted for sale.

Community Supported Agriculture (CSA) boxed shares, which are sold in advance to subscribers, may be sold and/or distributed from vendor stands, but may only contain Market-eligible items produced by that vendor.

*Only the following wild-collected mushrooms are eligible for sale: Black Morel (*Morchella angusticeps*), Yellow, Grey, or Sponge Morel (*Morchella esculentoides*), Oyster (*Pleurotus ostreatus*), Smooth Chanterelle (*Cantharellus lateritius*), Common Chanterelle (*Cantharellus cibarius*), Peach Chanterelle (*Cantharellus persicinus*), Chicken of the Woods (*Laetiporus sulphureus*, *Laetiporus cincinnatus*), Hen of the Woods (*Grifola frondosa*), Hedgehog (*Hydnum repandum*), Lion's Mane (*Herinum erinaceus*), Turkey Tail (*Trametes versicolor*), and Reishi (*Ganoderma lucidum*). In order to sell these mushrooms, vendor must give prior notice to the Market Coordinator. Mushrooms must be inspected prior to sale by a qualified inspector chosen by the City of Bloomington at a cost to the vendor of \$5 per day on which mushrooms are inspected.

****If selling eggs, they must be kept at 41 degrees or less, and used egg cartons may only be used if relabeled with vendor's name, address, pack date, expiration date and grade. Eggs on display at temperatures above 41 degrees must be labeled "For Display Only" and may not be sold. If selling chicken eggs, vendor must obtain a current egg vendor license issued by the State Egg Board. Contact information is on p. 22 in the "Vendor Resources" section. If selling shell eggs, not from chickens, vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department and have an initialed Shell Egg Exhibit attached to the Contract on file. This exhibit is available on our website at bloomington.in.gov/farmers-market/selling.**

*****If selling compost, the vendor must comply with the National Organic Program standards for composting plant and animal materials found here: www.bit.ly/NOPcompost. The vendor must keep thorough records of all components and processes.**

2. Plants

Plants (potted, in soil blocks, and bare-root) are permitted for sale with the following considerations:

1) For Annual Plants and Herb Plants (Annuals/Perennials):

- Must be grown by the vendor from seeds, cuttings or plugs.
- Purchased plant materials, other than seeds, must be grown on the vendor's premises for at least six weeks before they can be offered for sale at Market.

2) For Nursery Stock: Woody Stock, Houseplants and Perennials:

- Must be grown by the vendor from purchased seeds, seedlings, cuttings or stock, or from seeds, transplants or cuttings raised or taken by the vendor.
- Purchased plant materials, other than seeds, must be grown on the vendor's premises for at least eight weeks before they can be offered for sale at Market.

3) All containers must be utilitarian and not decorative.

4) Vendors selling any perennial plants should contact the Department of Natural Resources, Entomology Division to determine licensing and inspection needs. Contact information is on p. 22 in the "Vendor Resources" section.

3. Value-Added Foods

Value-Added Foods are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility. Value-Added Foods contain a significant portion of vendor grown/raised/collected product. Vendor must have an initialed Value-Added Foods Exhibit attached to the Contract on file and provide documentation of the all necessary permits, licenses, etc. Contact information for the Monroe County Health Department is on p. 22 in the "Vendor Resources" section.

The following categories of Value-Added Foods are permitted for sale at the Market: 1. Standard Value-Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.), 2. Manufactured Grade Dairy Products (products like cheese), 3. Grade A Milk and/or Milk Products (products like milk and yogurt), 4. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats, and 5. Wine. Specific requirements for Value-Added Foods are detailed in the Value-Added Foods Exhibit. This exhibit is available on the Market website at bloomington.in.gov/farmers-market/selling.

4. Home-Based Vendor Foods

Home-Based Vendor Foods include some non-potentially hazardous processed farm products not requiring any permits. These products include jams and jellies (canned or frozen) made from acidic fruits; frozen/dehydrated fruits, vegetables and herbs; dried cultivated mushrooms; vinegar; maple syrup; honey; sorghum; ground grains; spices; fermented foods; frozen poultry; and rabbit. No baked goods are permitted for sale by farm vendors as Home-Based Vendor Foods.

Guidelines for Home-Based Vendor Foods

- 100% of product (with the exception of jams and jellies and fermented foods) must be vendor grown/raised/collected.
- All processing and packaging must be done by the vendor and have proper labeling.
- Vendors selling home-based vendor items are required to sign a Home-Based Vendor Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available on the Market website at bloomington.in.gov/farmers-market/selling.
- Pursuant to a new law that affects Home-Based Vendors, Indiana House Bill 1149 was passed and took effect July 1, 2022. As a part of this new legislation, all HBV's are now required to take a recognized food safety training and must provide a copy of the certificate to the local health department in the county where the HBV's residence is located. One of these recognized trainings is the ServSafe Food Handler course offered by the National Restaurant Association. The certification costs between \$7 and \$15 plus the time to take the course online. The certificate is good for 3 years depending on where it is completed.

For more information and to see if this new law affects your business, visit:

<https://www.in.gov/health/food-protection/files/IDOH-HEA-1149-Guidance-Document.pdf>

For information on House Bill 1149:

<https://iga.in.gov/legislative/2022/bills/house/1149/details>

5. Crafted Non-Food Farm Products

Crafted non-food farm products are agricultural products made with vendor-grown, raised and/or gathered products that are crafted. Five categories of items are permitted for sale and are detailed below:

- 1) Beeswax/beeswax candles made solely from wax from vendor apiaries and, in the case of candles, a wick.
- 2) Fleece, roving, and yarn made solely from fiber from vendor-raised livestock.
- 3) Bar soap, provided any plant material used in the crafting of the soap is vendor grown/collected (with the exception of plant-based oils such as olive oil or essential oils) and provided the other ingredients are grown/raised by vendor constitute at least 20% of soap by weight (e.g. milk, honey, other emollients). Soap must be labeled with the contact information for the farm, ingredients in order by weight prior to any process of production, and the weight of the bar. A rope or string may be added to bar soap.
- 4) Worm casting "tea" made from castings from worms and other farm products raised by the vendor.
- 5) Potting soil and soil amendments containing not less than 70% vendor-produced compost and which has ingredients listed by volume on the packaging.

6. Crafts

Registered crafts are permitted for sale in April, May, October and November. Vendors who sold at eight Markets in 2023 during the months of June through September are eligible to sell registered crafts during the months of April and May, 2024. Vendors who sell at eight Markets in 2024 during the months of June through September will be eligible to sell registered crafts during the months of October and November, 2024. All crafts must be registered and meet the following craft guidelines.

Craft Registration and Guidelines

- Prior to selling a craft, vendors must bring representative samples of each different type of craft item to the Market Coordinator. Items will be reviewed for compliance with the Craft Guidelines at that time. In most cases, the Market Coordinator will confirm the eligibility of an item on the day it is submitted, but consideration may extend for up to one week.
- All items must be original and handcrafted by the primary vendor, his/her immediate family (as defined in the vendor contract) or under the direction of the primary vendor.
- Items must be safe, have a reasonable life expectancy and exhibit quality craftsmanship.
- Balms and salves made from beeswax are permitted as long as the beeswax is vendor produced (plant-based oils and essential oils are not required to be vendor produced).
- In items made from or including minimally processed plant materials (e.g. flowers, herbs, vines, gourds, etc.), the plants must be vendor grown/collected.
- Items may not be made from commercial kits or plans, be made from molds not created by the vendor, contain a commercially made piece central to the design (unless it has been upcycled) or be made in a production facility.
- Items on display must be registered.

7. Grown/Raised and Prepared at Market by Vendor

Preparing food at Market is permitted following the guidelines below.

- Preparation of food at Market requires prior approval (based on desirability of food item and safety of setup) from Market staff. A limited number of farm vendors will be given permission to prepare foods at Market.
- All foods prepared at Market must meet the guidelines specified for Home-Based Foods (see p. 5) except requiring that foods be prepared in a licensed facility.

8. Pet Foods

Pet Foods are farm products made from raw ingredients, almost all of which are produced by the vendor. These products include dairy products and fresh/frozen/preserved meat or other processed agricultural or livestock products. Vendors selling pet foods are required to sign a Pet Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available on the Market website at bloomington.in.gov/farmers-market/selling.

9. Aquaculture Foods

Vendors selling Aquaculture Foods, including fish and shrimp, are required to sign an Aquaculture Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available on the Market website at bloomington.in.gov/farmers-market/selling.

Part III. How the Market Works

A. What Type of Vendor Are You?

There are two categories of Farm Vendors: Reserved Space Vendors and Day Space Vendors.

Reserved Space Vendors are vendors who claim the same space for the entire Market season by paying a fee in advance. Each vendor is limited to one reserved space unless otherwise assigned. No portion of the prepaid fee for the reserved space will be refunded after the beginning of the Market season unless the Market is suspended, in which case vendors will be reimbursed for their reserved space fee, prorated based on the number of days the Market is not open. Vendors who cancel their space reservations prior to the beginning of the season will be charged a \$20 administrative fee. If, for reasons outside the City's control, reserved spaces become unavailable on a particular Market day, the Market Coordinator will attempt to reassign those spaces.

Day Space Vendors rent spaces available each Market day (see "Market Season Specifics" on pp. 9–14 for guidelines in utilizing these spaces). Payment is due on the day of reservation.

Relocation of Vendors: Notwithstanding the vendor point system, the City retains the right at its sole discretion to relocate vendors for reasons of public safety and/or to protect the efficient physical functioning of the Market.

B. Vendor Point System

A point system is used to reward vendors who have participated in the Market the longest and most consistently. The system is based on the number of seasons of participation and the number of days of attendance. The same system is used for the Saturday Market and Tuesday Market; however, points for the four Markets (April, May–October, November, and Tuesday) are kept separate. Vendors participating in the Holiday Market will earn one point for each year's participation. Each Market day, a vendor must occupy and be prepared to sell from a vending space for 1½ hours during Market hours to be counted in attendance and be eligible to earn points.

Vending spaces are reserved prior to the season based on the following system: vendors with the most points select their spaces first. Space reservations will be made using the total number of points earned at the end of the previous season.

Points are earned and controlled by the primary vendor. Market attendance points are calculated as follows:

1. Two points per season for vending during a given season will be awarded to vendors who have participated in the Market in any of the three "recent seasons" (either the current season and the two prior seasons if Market is underway, or the three previous seasons if the Market has not yet opened for the year).
2. Also, for Market seasons beginning in 1983 up to the "recent seasons," a vendor receives one point for each season she/he sold at Market.
3. Additionally, vendors who participated in the Market during any of the three "recent seasons" will receive 0.2 points for each day the vendor sold during those seasons. For the Saturday Market, May–October, a maximum of 4.4 points can be earned (22 days) for daily attendance.

In the event the primary vendor no longer vends at Market, points may be given to additional vendors for the years they were on the contract or in the case of “immediate family” for the years they were “immediate family” as defined in the farm vendor contract. In the event that the contracted vendors develop a spin-off vendor, points accumulated by the primary vendor in that space will either have to be divided among the contracted vendors, or the primary vendor will receive all the points. Vendors who have not sold at Market in more than five years will lose all points.

The vendor point system continues to be renewed annually and may be subject to adjustments as deemed warranted and/or necessary.

C. Market Season Specifics

APRIL MARKET

The Market runs each Saturday in April from 8 a.m. until 1 p.m. Reservations for April vending will be completed by staff based on vendor top choices.

For information regarding coming and going, please refer to ENTERING AND EXITING THE MARKET in May–October information on p. 10.

Stand Information for the April Market

- The intention is to use the B, C and D shelters (see map on p. 23) as well as any small vending spaces for the reserved spaces.
- Space assignments will be based on April Market points earned.
- Vendor must occupy a reserved space by 7:30 a.m. on Market day or give up all rights to the space for that day.
- Day spaces will be available on a first-come, first-served basis. A map indicating which spaces are unreserved in April will be available in advance of the first Market and from the Market Coordinator.
- Unused, reserved spaces will be available on a first-come, first-served basis, as well. Vendors wishing to access these spaces need to contact the Market Coordinator. The Market Coordinator will notify them of the availability of those spaces at 7:30 a.m.
- After 8 a.m., vendors may utilize, for price of booth fee, the adjacent, unused spaces.
- Large vending spaces are approx. 9' × 26' in size and small vending spaces are approx. 9' × 8' in size. Due to space constraints, 10' x 10' size tents are not suitable at the Farmers Market. 9' x 9' tents fit large spaces and 8' x 8' tents fit small spaces. Vendors' setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

Rental Fees for the April Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the reservation meeting. **Youth price applies only if all vendors on contract are 16 years of age or younger.
Large Space	\$96	\$24	
Large Senior*/ Youth** Space	\$72	\$18	
Small Space	\$64	\$16	
Small Senior*/ Youth** Space	\$52	\$13	

MAY THROUGH OCTOBER—PEAK SEASON MARKET

The peak market runs every Saturday, May–October. Hours: May–September—8 a.m. until 1 p.m. and October—9 a.m. until 1 p.m. Reservations for May–October reserved vending spaces are made at the Space Reservation Meeting on Thursday, March 7, 2024.

Reserved space vendors are required to notify the Market Coordinator in person, by email—farmersmarket@bloomington.in.gov—or by phone—(812) 349-3738—**before 5 p.m. Friday, or via the Market cell phone—(812) 327-7034—prior to 6:30 a.m. Saturday**, if they will not be utilizing their space on a given Market day. If vendor does not notify the Market Coordinator in advance of an absence, it will be assumed vendor is not attending Market until notification of his/her attendance is received, and his/her space may in subsequent weeks be utilized as a day space.

Entering and Exiting the Market

In April–September, in order to alleviate congestion in the Market lot, trailers over 12' in length are required to either be parked in a vendor space or unloaded and removed from the Market by 7 a.m.

Early Vehicle Exit Spaces: Sixteen vending spaces have been designated “Early Vehicle Exit” spaces. Only vendors occupying the “Early Vehicle Exit” spaces are allowed to exit the Market site, with a Market staff escort, in motorized vehicles between 9:30 a.m. and 12:30 p.m. (April–September) and between 10:30 a.m. and 12:30 p.m. (October). The Market Coordinator will determine whether or not it is safe to leave.

Procedures for exiting the Market at 1 p.m.: The Market Coordinator will indicate when vehicle traffic is permitted only for vendors removing their vehicles from the Market.

The Market Coordinator will indicate to waiting vendors when space allows for vehicles to enter the Market (vehicles only will be permitted first, followed by vehicles with trailers in tow).

In November, all vendor vehicle traffic is permitted upon the ringing of the bell at 1 p.m.

Procedures for entering and exiting the Market may be modified if conditions warrant.

Stand Information for the May–October Market

- Reservations for vending spaces are made in advance of the opening of the Market season at the Space Reservation Meeting. Each vendor may only reserve one vending space unless otherwise assigned.
- Day spaces are available on a weekly basis.
- Vendors must occupy a day (if already assigned) or reserved space by 7:30 a.m. in May–September and 8:30 a.m. in October, or give up all rights to the space for that day.
- Vehicles not parked within a large vending space need to be removed from the lot by 7:30 a.m. in May–September and 8:30 a.m. in October, unless the vendor is accessing an unused, reserved vending space that was reassigned at 7:30 a.m. or 8:30 a.m., respectively.
- Large vending spaces are approx. 9' × 26' in size and small vending spaces are approx. 9' × 8' in size. 10' x 10' tents are not permitted and do not fit in the vending spaces. Vendors' setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

Accessing Day Spaces in MAY–SEPTEMBER

Vendors interested in participating in the initial distribution of these spaces should park their vehicles outside the Market and report to the Market manager at the Market shed by 7 a.m. Day vendors **may not** set up/drop off items in a space prior to the lottery.

Vendors who do not have a space will select one space first, followed by vendors interested in accessing a second space, and then vendors interested in more than two spaces. Space assignments in the 7 a.m. pool will be based on the number of points earned by the vendor as of the space reservation meeting for the 2024 season.

Vendors interested in accessing day spaces, arriving after 7 a.m., should contact the Market Coordinator. Once all vendors in the 7 a.m. pool have received their spaces, they will be assigned to vendors arriving after 7 a.m. in order of arrival.

In the event all designated spaces are occupied, the Market manager may assign “overflow” small vending spaces in locations that do not interfere with customer walkways, current vendor spaces and emergency access. These spaces may be smaller than 9' x 8' and can only be utilized by vendors occupying a single stand. Every effort will be made to find space for all interested vendors.

Accessing Day Spaces in OCTOBER

Vendors interested in participating in the initial distribution of these spaces should park their vehicles outside the Market and report to the Market Coordinator at the Market shed by 8 a.m.

Vendors who do not have a space will select one space first, followed by vendors interested in accessing additional spaces, with no limit on the number of spaces they may select. Space assignments in the 8 a.m. pool will be based on the number of points earned by the vendor as of the 2024 Space Reservation Meeting.

Vendors interested in accessing day spaces, arriving after 8 a.m., should contact the Market Coordinator. Once all vendors in the 8 a.m. pool have made their space selections, spaces will be assigned to vendors arriving after 8 a.m. in order of arrival, with no limit to the number of spaces they may select.

Rental Fees for the May–October Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the space reservation meeting. **Youth price applies only if all vendors on contract are 16 years of age or younger.
Large Space	\$624	\$24	
Large Senior*/Youth** Space	\$468	\$18	
Small Space	\$416	\$16	
Small Senior*/Youth** Space	\$338	\$13	

TUESDAY MARKET

The Tuesday Market runs each Tuesday, June–September from 4 p.m.–7 p.m. at Switchyard Park on the brick plaza north of the Pavilion, 1601 S. Rogers St.

Reserved space vendors are required to notify the Market Coordinator in person, by email—farmersmarket@bloomington.in.gov—or by phone—(812) 349-3738 before 5 p.m. Monday, or via the Market cell phone—(812) 327-7034—prior to 3 p.m. Tuesday, if they will not be utilizing their space on a given Market day. If vendor does not notify the Market manager in advance of an absence, it will be assumed vendor is not attending Market until notification of his/her attendance is received, and his/her space may in subsequent weeks be utilized as a day space.

Entering and Exiting the Market

At 3 p.m. and 7 p.m., the Market Coordinator will coordinate entry to and exit from the Market. No vehicle traffic will be permitted during Market hours (4–7 p.m.)

Stand Information for the Tuesday Market

- Reservations for reserved vending spaces will be assigned based on the point system. Each vendor is limited to one reserved 10' x 10' vending space, unless otherwise assigned.
- Day vending spaces are available on a first-come, first-served basis.
- Vendors’ setup must be within the boundaries of their space, although vendors’ tents or other shelters may extend in front of their space(s), with manager discretion to allow for adequate shading of their product.
- Vendors may not begin setting up until 3 p.m. Vendors must occupy a reserved space by 3:30 p.m. on Market day or give up all rights to the space for that day.

Vendor Parking for the Tuesday Market

There is ample parking available for vendors in the immediate vicinity of the Market.

Rental Fees for the Tuesday Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the space reservation meeting.
10' x 10' Space	\$204	\$12	
10' x 10' Senior*/Youth** Space	\$170	\$10	**Youth price applies only if all vendors on contract are 16 years of age or younger.

NOVEMBER MARKET

The November Market is held the **first four Saturdays in November** from 9 a.m. until 12:30 p.m. at Switchyard Park Pavilion, 1601 S. Rogers St. To reserve a space, reservation forms need to be submitted by the last Market day in September. Space Reservation Forms for the November Market are available from the Market Coordinator.

Entering and Exiting the Market

At 8 a.m. and 1 p.m., the Market Coordinator will coordinate entry to and exit from the Market. The Market Coordinator will coordinate entry to and exit from the market. No vehicle traffic permitted between 9 a.m. and 12:30 p.m.

Rental Fees for the November Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the reservation meeting.
Indoor Space	\$96	\$24	**Youth price applies only if all vendors on contract are 16 years of age or younger.

HOLIDAY MARKET

The Holiday Market is the **last Saturday in November** from 10 a.m. until 3 p.m. To reserve a space, space reservation forms need to be submitted by the last Market date in September. There will be no day spaces available. Space Reservation Forms for the Holiday Market are available from the Market Coordinator.

Entering and Exiting the Market

Proceeding to and from the Holiday Market is the same as during the May–October Market (see p. 10), except that vendors must occupy their space by 9:30 a.m. and may not exit the Market until 3 p.m.

Stand Information for the Holiday Market

- The intention is to use the large spaces in the A, B, C, and D shelters (see map on p. 23.) The small vending spaces in the middle of the Market may be available for reservation as well (please note small vending space preferences in the special request section of the Space Reservation Form). The setup may be adjusted depending on the number of Space Reservation Forms received.
- Space assignments will be based on Holiday Market points earned (with previous May–October points used as a tie breaker) and space availability.

Additional Information Specific to Selling at the Holiday Market

Vendors earn one point for each year in attendance at the Holiday Market.

Rental Fees for the Holiday Market

Cost is \$30 per farm vending space.

D. Gift Certificates and Market Bucks

Gift Certificates

Market customers can purchase Market Gift Certificates, vouchers which are valued at \$5 or \$20 each, good toward the purchase of products at the Market. Any product offered by participating vendors is eligible. Customers can purchase gift certificates in the atrium in City Hall, or in the Parks and Recreation office in City Hall, Monday–Friday from 8 a.m.–5 p.m. Gift certificates are good for one year from the date of issue. **Vendors may give cash change for gift certificate purchases.**

Market Bucks—Supplemental Nutrition Assistance Program (SNAP)

Market Bucks improve access among low-income residents to fresh, local food while increasing the customer base for Market vendors. During Saturday Market hours, in the City Hall atrium, and during Tuesday Market hours, at the Market Information Table, food assistance recipients can exchange the electronic SNAP benefits on their Hoosiers Works cards for Market Bucks (vouchers valued at \$3 each). The Market Bucks can be spent with participating farmers and prepared food vendors for allowable foods.

Market Bucks Allowable and Non-allowable Foods

Allowed foods include fresh fruits and vegetables, meat, eggs, dairy products, bread and other baked goods, cereal and edible grains, packaged foods not intended for on-site consumption, and plants or seeds which will produce food. Packaged coffee and tea may be purchased, but not brewed coffee or tea prepared for on-site consumption. **Please note that this is a federal program and adherence to rules by all vendors is extremely important.**

Disallowed products include foods sold hot or prepared for on-site consumption, wine, any hot or cold prepared beverages, any food purchased with the intent of reselling and any non-food items.

Accepting Market Bucks at Your Booth

Once the customer has made his/her selection, the vendor will verify the eligibility of the selected products, tally the prices and inform the purchaser of the total. In the event that the purchase does not equal an amount divisible by three, the customer may elect to pay the additional amount, or may add or subtract items in order to equal a three dollar increment. **No money may be given as change or exchanged for Market Bucks.**

Gift Certificates and Market Bucks Participation

Vendors are encouraged to participate in the Gift Certificate Program/SNAP (GCP/SNAP) offered by the Market. Vendors who have no SNAP-eligible products, and therefore cannot accept Market Bucks, can still participate in the Gift Certificate Program by following the same steps listed below.

In order to participate, all vendors must: 1) Indicate on the Market application their intention to participate, 2) fill out and return, or have on file, a W-9 form and a City of Bloomington Vendor EFT form, included in the Training Guide, which will be provided, and 3) read the GCP/SNAP Farmer/Food and Beverage Artisan Vendor Training Guide.

Redeeming Gift Certificates and Market Bucks for Payment

Vouchers may be redeemed on Saturdays in the City Hall atrium from 9 a.m.–12:30 p.m. and at Tuesday Market. At the Holiday Market, redemptions may be turned in at the Market Information Table from 10 a.m.–2:30 p.m.

The vendor will receive a redemption receipt and will be forwarded payment from the City of Bloomington within a few weeks.

All Gift Certificates and/or Market Bucks should be submitted at Market no later than the Holiday Market. In the event that a vendor does not redeem Gift Certificates and/or Market Bucks by the Holiday Market, the Market Coordinator may be contacted for possible redemption.

E. General Information

Food Safety on the Farm

Food safety starts on the farm. It is vitally important to practice safe food handling on your farm to help protect public health, as well as your family, business and livelihood.

Health and Safety Requirements

All items intended for human consumption must be kept out of direct contact with the asphalt at all times and be in safe and sound condition. The vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Glass containers used for display purposes must be properly secured. With the exception of service animals, animals are not permitted in the Market, as defined by the paved area of Showers Common and the Market B-Line Café.

Sampling Product

Vendors interested in offering samples of their products should see the Market Coordinator for Sampling Guidelines.

Equipment and Supplies

Each vendor must supply his/her own tables or other display equipment. Umbrellas or other weather protection devices are supplied by the vendor and must be securely anchored. The vendor is solely responsible for damages or personal injury resulting from the use thereof. Prior approval is required for any heat-producing devices. Vendors will be required to adjust their setup if it is determined to be unsafe by the Market manager.

If selling items by weight, the Vendor must use an N.T.E.P. certified scale which is legal for trade. This scale will be subject to periodic inspection by the Monroe County Department of Weights and Measures. Some produce items are limited by what ways they can be sold. Please contact the Monroe County Department of Weights and Measures to learn about the legal method of sale for the most common fruit and vegetable items. Contact information is on p. 22 in the "Vendor Resources" section.

Indiana Sales Tax

Plants, crafts and other non-food items sold in Indiana are subject to sales tax. Vendors should apply for a Registered Retail Merchant's Certificate (RRMC). A business tax application (BT-1) must be filed through the Indiana Department of Revenue along with a registration fee. RRMCs must be renewed every two years.

Vacating the Market Site

On Saturdays, excluding the Holiday Market, vendors must vacate the premises, including the removal of all personal items and equipment, by 2 p.m. (with the exception that vendors' vehicles may remain in the Showers Common lot). On Tuesdays vendors must vacate the premises, including the removal of all personal items and equipment, by 7:30 p.m.

Farmers' Market Nutrition Program

The Farmers' Market Nutrition Program (FMNP) is a USDA-funded program managed by the Indiana State Department of Health. The FMNP has two components: 1) For Women, Infants and Children (WIC) program participants and 2) for low-income seniors. Participants in the FMNP are provided with vouchers which can be used to purchase fresh fruits and vegetables from participating vendors. Vendors with qualifying products (fruits and vegetables) are strongly encouraged to participate. Vendors must be approved by the Indiana State Dept of Health prior to participating in this program. See "Vendor Resources" on p. 21 for contact information or ask the Market Coordinator for help.

Organic Certification

The Indiana Specialty Agriculture, Organics, and Small Farms Resource Guide is available online. Visit www.ams.usda.gov/nop for more information, including a list of USDA-accredited certification agencies. Federal law, which went into effect in 2002, requires that any grower with sales over \$5,000 calling their product organic, must be certified organic by a USDA-accredited agency. Growers with gross sales less than \$5,000 may call their product organic as long as they sign an affidavit to that effect and comply with all other USDA rules.

ATM Machine

There is an automated teller machine located in City Hall on the first floor, between the men's and women's restrooms.

Severe Weather and Market Suspension and Cancellation Policy

In the event of thunder, lightning, high winds, tornado, hail or other severe weather at the Market site, it is recommended that participants take shelter on the lower level of City Hall. In the case of heavy rain, thunder or lightning, if you cannot take cover in the building, then move to an enclosed vehicle with a metal roof and closed windows, taking care not to touch the metal frame of the vehicle until the threat has passed.

The Monroe County emergency sirens sound with a steady tone in the event that the National Weather Service has issued a tornado warning for the county or if emergency personnel have sighted a funnel cloud or tornado. At the time of the siren sounding, the Market Coordinator will alert Market patrons that the lower level of the City Hall is the safest nearby location and to seek shelter until the threat has passed. The tornado siren will sound for 5 minutes, but the cessation of the siren does not necessarily mean that the threat of a tornado has passed. Market staff will notify participants in City Hall when it is safe to return to the Market.

Sustained adverse weather or a potential natural disaster may necessitate a decision to suspend or cancel the Market. The safety of vendors, customers, and staff are always at the forefront of Market management's judgment. Prior to such a decision, consultation will take place with appropriate City safety staff and/or county agencies such as the Monroe County Office of Emergency Management, or the National Weather Service.

Vendor Profiles on Market Website

Farm Vendors and Food and Beverage Artisans are invited to submit information and a photo for an online profile page on the Market website: bloomington.in.gov/farmers-market/vendor. The profiles give Market customers a chance to learn more about participating Market farm vendors or businesses, growing practices, available product and contact information. The City reserves the right to edit or modify any content submitted to ensure it is appropriate for the City website and consistent with the City's objectives and goals.

To establish a profile submit an online form. The link to the online form will be available on the website after the space reservation meeting. Visit bloomington.in.gov/farmers-market for the online form. Profile information is due by March 24, 2024. Updates to existing profiles will be made once a year, during the application period, unless a major life event occurs that makes the profile inaccurate.

City's Rights

The City retains its rights to terminate the Market, or to change the times, dates, locations and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes and cancellations to all vendors. In the event of Market suspension or termination, vendors will be reimbursed for their Reserved Space Fee, pro rata based on the number of weeks the Market is not open.

VENDOR BEHAVIOR

Commitment to the City of Bloomington's Values and the Market's Mission

The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the Bloomington Community Farmers' Market Farm Vendor Contract, vendors shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Vendors acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against vendors or their stand assistants at the Market. If a vendor or stand assistant believes that a City employee engaged in such conduct at the Market towards the vendor and/or any of its stand assistants, the vendor may file a complaint with the Market Coordinator 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 at the Market.

Complaint Policy and Process

Maintaining a supportive, respectful, and welcoming atmosphere at the Bloomington Community Farmers' Market is critical to the overall success of the Market. Professional conduct is expected at all times. Yelling, swearing, or other harassing or threatening behavior in person or via digital media will not be tolerated. This type of behavior may result in expulsion from the Bloomington Community Farmers' Market. Vendors who are expelled from the Market may appeal the decision to the Farmers' Market Advisory Council or Board of Park Commissioners, depending on the infraction.

Market management cannot effectively act on rumor or anonymous, vague, or untimely complaints about the conduct of others. All complaints by a vendor against another vendor must be submitted in writing to the Market Coordinator. Unsigned complaints will not be addressed. Complaints must be signed by individuals with direct knowledge of facts and events. Market management will strive to handle all complaints as efficiently, fairly, and discreetly as possible.

- All complaints by a vendor against another vendor must be submitted in writing to the Market Coordinator within 14 days of the incident in question. Complaints by or about customers must also be submitted in writing.
- Consultation with knowledgeable individuals such as Monroe County Health Department officials, Human Rights Commission, Bloomington Police Department or other local experts may be needed in the evaluation of complaints.
- Market management will investigate the allegations regarding vendor farms and/or products within 21 days. This may include an inspection visit to the accused vendor's farm or production site.
- The complainant and alleged violator may be asked to agree to attend a joint meeting if the Market Coordinator determines this would be useful in resolving the situation. The purpose of such a meeting would be to clarify policies, determine whether and to what degree there was a violation, and to determine what disciplinary action, if any, is appropriate.
- All investigations will be done directly and privately. At the conclusion of the investigation, a summary finding will be placed in the Market files and given only to parties involved. However, the complaint and all records of the investigation and sanctions are public records subject to disclosure pursuant to Indiana Law.
- The Market Coordinator and City of Bloomington Parks and Recreation representatives have full authority to interpret, implement, and enforce policies. Violation of these rules is cause for imposing sanctions up to and including expulsion from the Market.

Identify Your Space

Vendors must display a sign at their stand identifying their name, or the name of their farm or business.

Smoking and Vaping

Smoking and vaping are prohibited within the Market, as defined by the paved area of Showers Common, the Market B-Line Café, and the fee area of Info Alley during Market hours or on the Showers Plaza during events.

Tape on Shelters

Do not tape anything to the shelters.

Electricity

There are a few electric outlets located in the Market (see map on p. 23). Vendors located next to an outlet may utilize the electricity for themselves and/or allow other vendors access. Extension cords may not cross frequently traveled customer paths. Generators are not permitted.

Excess Produce

The Market partners with the Farm to Family Fund to collect extra farm products at Saturday and Tuesday Markets. These products are distributed to local food pantries. More information about these opportunities will be available from Market staff.

Compost

Any produce that is too damaged to donate to the Farm to Family Fund must be removed from the Market. Do NOT place compost in the trash cans.

Space Clean-Up

Clean up your area prior to leaving the Market. Dustpans and brooms are available in the Market shed for your use.

Dumping Water

Be considerate of vendors downstream, and pour excess water out on the plants in the landscaped areas.

Landscaping Carts

Landscaping carts are available on a first-come, first-served basis at the Market shed to assist you in moving produce and supplies in and out of the Market. After using, please return carts to the Market shed.

Vehicles and Trailers

Vendors must work together when maneuvering vehicles through the Market. In particular, vendors unloading and removing vehicles (especially vehicles with trailers) from the Market must do so in a timely manner and in a way that does not unreasonably disrupt the vendor vehicle traffic flow in to and out of the Market. Detailed information on trailers in the Market is found on p. 10.

EXPECTATIONS

What the City expects from Vendors

Vendors and their stand assistants shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market.

It is expected that day stall vendors pay their fees on the day of reservation. This applies to all vendors, not just day vendors.

Conduct at the Market on the part of a vendor or stand assistant that the City deems to be contrary to the provisions of the Vendor Contract, the Market Handbook or any Market rules may result in administrative action in accordance with the provisions of the Vendor Contract, including but not limited to suspension or ejection from the Market and/or future Market events. Vendors may appeal an adverse administrative action in accordance with paragraph 6 of the Bloomington Community Farmers' Market Farm Vendor Contract.

Vendors shall notify the Market Coordinator or Supervisor immediately of any unsafe conditions.

Vendors shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming, inclusive and safe venue.

Vendors may not engage in political or religious activities at the Market, except for Info Alley.

What Vendors expect from the City

The City shall treat vendors and their stand assistants with courtesy, respect and honesty.

The City provides the Market as a location for producers to sell what they grow or create. Vendors understand that by managing the Market, the City is making no guarantee of the number of customers or the volume of business.

F. APPENDIX

VENDOR RESOURCES

Department of Natural Resources, Entomology Division

402 W. Washington St., Room 290W
Indianapolis, IN 46204
(317) 232-4189
www.in.gov/dnr/entomology

Indiana Department of Health eFMNP

WIC Commodities Team
2 N. Meridian St. 5th Floor
Indianapolis, IN 46204
wiccommoditiesprograms@health.in.gov
(800) 522-0874
www.in.gov/health/wic

Monroe County Department of Weights and Measures

119 W. Seventh St.
Bloomington, IN 47404
(812) 349-2566
www.co.monroe.in.us

Monroe County Extension Office

3400 S. Walnut St.
Bloomington, IN 47401
(812) 349-2575
extension.purdue.edu/county/monroe/index.html

Monroe County Health Department— Senior Environmental Health Specialist

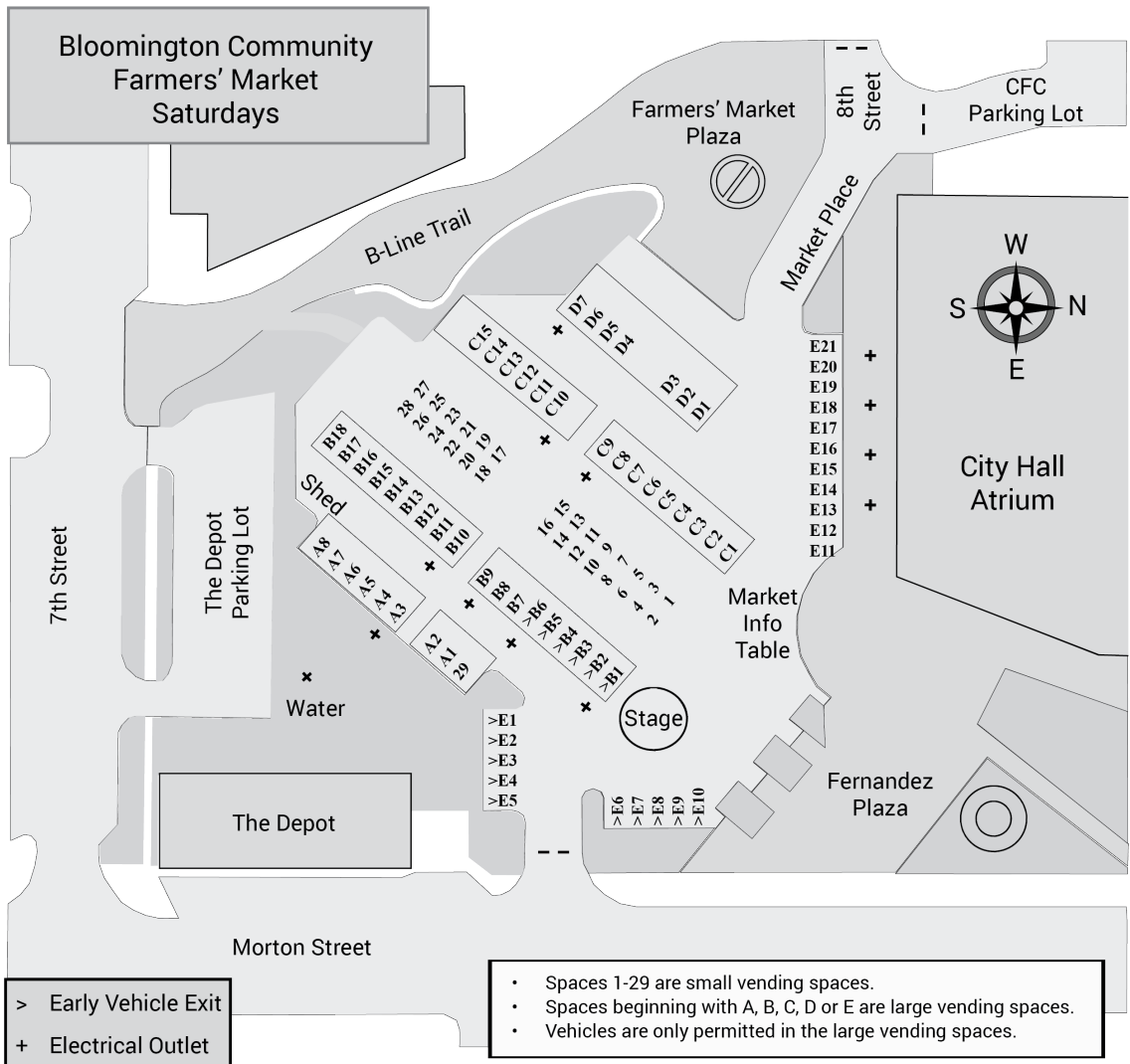
Jeffrey Taber
119 W. Seventh St.
Bloomington, IN 47404
(812) 349-2837
www.co.monroe.in.us

State Egg Board

Poultry Science Building, Purdue University
125 S. Russell St.
West Lafayette, IN 47907
(765) 494-8510
www.ansc.purdue.edu/ISEB

City of Bloomington Human Rights Commission

Bloomington City Hall
401 N. Morton St., Suite 220
Bloomington, IN 47404
(812) 349-3429
human.rights@bloomington.in.gov



IMPORTANT DATES IN 2024

- **Thursday, March 7, 2024—*May–October and April Market Space Reservation Meeting and Mandatory Vendor Meeting*** All vendors wishing to vend in 2024 should plan on attending.
- **Monday, February 19, 2024—*Farm Vendor Application*** needs to be on file if reserving a space at the time of the space reservation meeting. Vendor contracts and payment are due March 22, 2024 for those selling in April.
- **Friday, March 29, 2024—*Online and paper Vendor Profile*** submissions for the Market website due.
- **Saturday, April 6, 2024—*50th Anniversary of the Bloomington Community Farmers’ Market begins.***
- **Monday, September 23, 2024—*November Market and Holiday Market Space Reservation Forms*** need to be turned in at Market or to the Parks and Recreation Office.

FORMS NEEDED TO SELL AT MARKET

- **Farm Vendor Application**—All vendors selling at Market must have this form on file by the deadline listed above.
- **Farm Vendor Contract**—All vendors selling at Market must have this form on file by March 22, 2024. Vendors joining after April 6, 2024, must have this form on file prior to the first day of selling at the market.
- **Exhibits to the Contract**—Any vendor selling Value-Added Foods, Home-Based Vendor Foods, Pet Foods, Shell Eggs (not from chicken), or Aquaculture Foods must have the appropriate Exhibit on file and any additional paperwork required by the different regulatory agencies, which is specified on each Exhibit, by the deadline listed above.
- **November and Holiday Market Space Reservation Forms**—Any vendor interested in reserving a space for one of these Markets must turn in reservation forms by the deadline listed for each above.
- **City of Bloomington W-9 and Vendor EFT Forms**—Any vendor accepting Gift Certificates and/or Market Bucks (see pp. 15–16) must have these forms on file.

Notes

Notes



bloomington.in.gov/farmersmarket

A9 Agenda itemAdmin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: January 23, 2024
SUBJECT: REVIEW AND APPROVAL OF SERVICE CONTRACT WITH KINGSSNAKE SOUND COMPANY

Recommendation

Staff recommends the approval of a service agreement with KingSnake Sound Company for sound engineering services and equipment rental for community events held in the 2024 calendar year.

Dollar Amount of Contract: Not to exceed \$3,000.

Funding Sources: 200-18-186500-53730 and/or 201-18-186500-53730

Background

This contract is for sound engineering services, set-up and tear-down of sound equipment, and sound equipment rental for various events throughout the 2024 Parks and Recreation calendar year including but not limited to the Bloomington Symphony Orchestra concert in Switchyard Park, the Pumpkin Launch at the Monroe County Fairgrounds, the Solar Eclipse event at Switchyard Park, and the Holiday Market at Bloomington's City Hall. This contract also includes estimated repair costs to maintain Bloomington Parks and Recreation's current sound equipment. We have used KingSnake Sound Company for several years. They are reliable and continue to be well priced. Approximate breakdown: 200-18-186500-53730 - \$1,575, 200-18-186500-53990- \$525, 201-18-186500-53730- \$525, 201-18-186500-53990- \$375 (Repair Work)

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
KINGSSNAKE SOUND**

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and KingSnake Sound Company ("Contractor").

Article 1. Scope of Services Contractor shall provide sound engineering services, equipment rental, and equipment repair for community events hosted by Bloomington Parks and Recreation ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Crystal Ritter as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed three thousand dollars (\$3,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Crystal Ritter, 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:
Sunday, April 7- Bloomington Symphony Orchestra Solar Eclipse themed concert at Switchyard Park, 1601 S. Rogers St.
Monday, April 8- Celestial Spectacle Solar Eclipse Viewing Event at Switchyard Park, 1601 S. Rogers St.
August- Bloomington Symphony Orchestra Concert in Switchyard Park, 1601 S. Rogers St.
October- Bloomington Pumpkin Launch at the Monroe County Fairgrounds, 5700 W Airport Rd
November- Holiday Market at Bloomington's City Hall, 401 N. Morton St.

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 KingSnake Sound Company 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: Crystal Ritter, 401 N. Morton, Bloomington, IN 47402. **Contractor:** KingSnake Sound Company. 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.

Article 25: 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.

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Director
Parks and Recreation Department

KingSnake Sound Company

Chris Ramsey, Owner and Proprietor

Date

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2024.

KingSnake Sound Company

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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

STAFF REPORT

A10 Agenda itemAdmin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: January 23, 2024
SUBJECT: 2024 A FAIR OF THE ARTS EXHIBITOR AGREEMENT TEMPLATE

Recommendation

Staff recommends the approval of the A Fair of the Arts Exhibitor Agreement Template and Exhibitor Information for the 2024 A Fair of the Arts season to be held May through October on Fernandez Plaza. Exhibitor booth fees will be \$60.00 per booth space per fair. Booth fees to be deposited in account line 200-18-186500-43270.

Background

This is a template agreement between the participating artist and the City of Bloomington Parks and Recreation Department detailing the expectations and policies for both parties during the duration of the A Fair of the Arts season. A Fair of the Arts is an arts and fine craft fair that will be held in conjunction with the Bloomington Community Farmers' Market on the second Saturday of each month, May through October. The main change for 2024 is a price increase of \$5.00 and clarification on the weather policy.

RESPECTFULLY SUBMITTED,



Crystal Ritter, Community Events Coordinator

January 2024

A Fair of the Arts 2024 EXHIBITOR AGREEMENT

In consideration of the privilege to participate in A Fair of the Arts (“Fair”) for 2024, the City of Bloomington (“City”), and the undersigned exhibitor(s) (“Exhibitor”), agree to the following, and to the accompanying Fair Information, which is attached to and incorporated into this Agreement by reference as Appendix A.

1. ADMINISTRATION

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

2. ELIGIBILITY OF EXHIBITORS

“Exhibitor” is a person whose works of art or whose crafts have been accepted by the Fair Jury for exhibition and sale at the Fair 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 Fair Jury for exhibition and sale at the Fair pursuant to this Agreement.

Only individuals who are named as Exhibitors in this Agreement may exhibit and sell at the Fair in your booth space. An Exhibitor may exhibit and sell only works which the Exhibitor or the Exhibitor’s immediate family has produced in accordance with the guidelines set forth in this Agreement.

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

Where applicable, Exhibitor agrees that their exhibitions are in compliance with the Fair Use Act and that Exhibitor has acquired all necessary licenses and paid all necessary royalties or fees related to their exhibitions.

3. WORKS PERMITTED FOR EXHIBITION AND SALE

All works must be approved by the Fair Jury prior to exhibition and sale. All works must be original and handmade by the Exhibitor. Significant alteration of commercial components in any work is required. Works must be safe, be a durable good (not consumable), and exhibit quality of craftsmanship. In works made from or including dried flowers and/or herbs, the flowers and/or herbs must be grown by the Exhibitor. Only artists who applied and were juried into the jewelry category can display jewelry.

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), and any work that could be considered drug paraphernalia.

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. All prints must be signed and numbered. Any reproductions must be identified and the word 'print' must be prominent.

4. REGISTRATION TO EXHIBIT AND SELL

The Exhibitor must have signed this Agreement or be named in this Agreement or have authorized another person to sign on his behalf and have paid all applicable fees before exhibiting or selling any works. Agreements 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 Fair Information, Appendix A.

5. CANCELLATION AND NO SHOWS

Any Exhibitor who cancels must notify the City **in writing**. Cancellations received **in writing** at least fourteen (14) days prior to the Fair will receive a refund, less a \$15.00 administrative fee. Cancellations received with less than fourteen (14) days prior to the Fair will not receive a refund. An Exhibitor's absence without prior notification will be taken into consideration when determining entrance into future fairs. There is no guaranteed indoor rain location for Saturday art fairs. Each Exhibitor is responsible for providing his/her own protection from the elements for work, and display of materials. There will be no refund of fees because of undesirable weather.

6. APPROVED WAITLIST EXHIBITORS

Exhibitors whose applications are submitted by the original due date and are selected to participate in at least one Fair will be considered "APPROVED WAITLIST EXHIBITORS." On Fair dates which Approved Waitlist Exhibitors are not scheduled to participate, Approved Waitlist Exhibitors will be accepted on a first come, first serve basis in the event that a confirmed Exhibitor is not at the Fair by 7:00 a.m.

Approved Waitlist Exhibitors must check in with the Fair On-Site Supervisor immediately upon arriving at the Fair and then wait for further instruction. Approved Waitlist Exhibitors may arrive anytime between 6:45 a.m. and 7:45 a.m. on Saturdays (7:45 a.m. and 8:45 a.m. in October), and are not guaranteed a spot at the Fair. If a spot should become available, payment of the Sixty Dollars (\$60.00) booth space rental fee is due immediately, before the Exhibitor will be allowed to set up display.

7. EQUIPMENT AND SUPPLIES

The City will provide each Exhibitor one (1), 10' x 10', booth space. Each Exhibitor must supply the Exhibitor's own tables, chairs, and other display equipment. Exhibitors may also bring a tent and four (4) proper tent weights. Tents are supplied by the Exhibitor, who is solely responsible for damages or personal injury resulting from the use thereof. All tents must be weighted with four (4) proper tent weights. Electricity is NOT available on Fernandez Plaza, 401 N. Morton Street.

9. PROPERTY MAINTENANCE AND UTILIZATION

Fair hours are 8:00 a.m. until 1:00 p.m. (9:00 a.m. until 1:00 p.m. in October) for the Saturday fairs. **The Exhibitor must have display set-up completed and be ready to sell by 7:00 a.m. (8:00 a.m. in October) for the Saturday fairs or attendance points will not be counted and rights to guaranteed booth space will be forfeited. The Exhibitor may not begin to tear down his/her display until 1:00 p.m. on.** The Exhibitor must vacate the premises by 3:00 p.m. on Saturdays and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or be subject to a garbage removal fee of One Hundred Dollars (\$100.00).

10. CITY'S REMEDIES FOR BREACH

Violation of any material provision of this Agreement is a material breach and default by the Exhibitor. Upon notice by the City to the Exhibitor of the occurrence of a breach or default during Fair hours, and the Exhibitor's failure to correct the breach within a reasonable time, the Exhibitor agrees to remove personal equipment, clean the area, and vacate the Fair premises. Failure to vacate may subject the Exhibitor to civil and criminal remedies including, but not limited to, remedies for civil and criminal trespass. Upon occurrence of a material breach of this Agreement, the City reserves the right to declare this Agreement terminated, 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 Fair in future seasons.

11. 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.

12. TERMINATION

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 the Artist Exhibitor of any such termination and the reasons therefore in writing.

13. 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 Fair Steering Committee and Fair 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 Fair, whether or not sounding 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 Fair Steering Committee or the Fair Jury.

Exhibitor agrees to indemnify, hold harmless, release, waive, and forever discharge the City of Bloomington, Indiana, its employees, agents, officers, and members of the Fair Steering Committee and Fair Jury against all damages, costs, charges, fees, or expenses arising from third party claims regarding Exhibitor's infringement or alleged infringement of copyright or intellectual property rights.

Remainder of Page Left Intentionally Blank.

****PLEASE SAVE THIS COPY FOR YOUR RECORDS***

EXHIBITOR COPY

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

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
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Tim Street, Director, Parks & Recreation Department Date

 1/16/2024

E9A0FAE19B82413...
Margie Rice, Corporation Counsel Date

Kathleen Mills, President, Board of Park Commissioners 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 _____

CITY COPY

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

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

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
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Tim Street, Director, Parks & Recreation Department Date
 1/16/2024

Margie Rice, 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 _____

A FAIR OF THE ARTS 2024 EXHIBITOR INFORMATION

Appendix A

FAIR DATES AND HOURS

A Fair of the Arts will take place on the second Saturday of every month, May through October (May 11, June 8, July 13, August 10, September 14, and October 12) at Fernandez Plaza, an outdoor festival site adjacent to Bloomington's City Hall. A Fair of the Arts is held from 8:00 a.m. to 1:00 p.m. May through September and from 9:00 a.m. to 1:00 p.m. in October.

FAIR SITE

A Fair of the Arts takes place outdoors on Fernandez Plaza at 401 North Morton Street in Bloomington, Indiana, (adjacent to the Showers Building, between Eighth and Ninth Streets and The City of Bloomington City Hall building). Booth spaces will be located both on the brick plaza and on the tiered grassy area outside of City Hall.

CONTRACT

All Exhibitors selling at A Fair of the Arts are required to sign the 2024 A Fair of the Arts Exhibitor Agreement in advance of selling at any fair. Spaces will not be secured until payment and contracts have been received. The information on the contract is public record.

SELECTION OF ARTISTS FOR A FAIR

Artists are selected through a jury process. The jury will be composed of local individuals who have a vested interest in A Fair of the Arts and/or the local arts. The jury will score and select artists using the applications and photos submitted by artists through the 2024 A Fair of the Arts application

The following criteria will be used to select artists for A Fair of the Arts.

1. **Product Guidelines** - Work meets guidelines established in contract (see contract section 3 "Works Permitted for Exhibition and Sale"). All works must be original and handmade 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), and any work that could be considered drug paraphernalia.

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. All prints must be signed and numbered. Any reproductions must be identified and the word 'print' must be prominent.

Where applicable, Exhibitor is solely responsible for ensuring that their exhibitions are in compliance with the Fair Use Act and that Exhibitor has acquired all necessary licenses and paid all necessary royalties or fees related to their exhibitions.

2. **Style of Work** - Applications will be divided into 10 categories (clay, drawing/painting/photography, fiber arts, glass, jewelry, metalwork/woodwork, natural materials, recycled arts, surface decoration, and personal care). Artists must choose ONE category that best represents the majority of the product created and

sold. A minimum of 80% of the product the artist sells must be within that category. Artists may apply to sell in multiple categories. Artists applying in multiple categories must fill out an application and pay all applicable fees for each category in which they apply. Only artists who applied and were juried into the jewelry category can display jewelry.

3. **Quality of Work** - Works must be safe, be a durable good, and exhibit quality of craftsmanship. Works will be juried based on application materials submitted.
4. **Price Range** – Consideration is given to artists who include reasonably priced pieces.
5. **Variety of Artists** - Consideration will be given to including a variety of qualified artists and styles of work.

UNLOADING, LOADING, AND PARKING

Exhibitors may idle their vehicles along the west side of Morton Street facing south beginning at 6:00 a.m. to unload (7:00 a.m. in October). After unloading, please move vehicle to an approved parking location. At the end of the day exhibitors may once again idle their vehicles in the same way beginning at 1:00 p.m. or may line up along Morton Ave. to enter the parking lot if their booth is located inside the Farmers' Market area (City Hall parking lot). Exhibitors may NOT park along the curb on Morton Ave. during the event. Parking along the curb on Morton Ave. between 8 a.m.-1 p.m. may result in your vehicle being ticketed and/or towed. This parking is accessible parking from the hours of 8 a.m.-1 p.m. (9a.m.-1 p.m. in October).

Artists must check-in at least one (1) hour prior to the start of any scheduled fair (7:00 a.m. on Saturdays (8:00 a.m. in October)) unless written arrangements have been made and confirmed by the event coordinator before 4 p.m. on the day prior to the event. Reserved spaces can be given to an artist on the waitlist after that time. If you are running late, contact the cell phone of the event organizer. The number to call will be provided by email several days before each show.

All exhibits must be set-up thirty (30) minutes prior to the start of the fair and Exhibitors may not begin to tear displays down until the scheduled end time of each event. Exhibitors must vacate the premises no later than two (2) hours after the event has ended. On Saturdays a landscaping cart is available for use during loading and unloading. Please see a staff member to access this cart.

ASSIGNMENTS AND LIMITS OF SPACE

Each Exhibitor is limited to one reserved space unless otherwise assigned. Each space is 10' x 10' in size. All booth spaces are located outdoors. The City of Bloomington does NOT provide tents, weights, tables, chairs, etc. Each Exhibitor must supply their own equipment and supplies to operate their booth. All tents must be weighted with four (4) proper tent weights. Electricity is NOT available on Fernandez Plaza, 401 N. Morton Street.

WAIT LIST

All artists on the approved wait list may arrive on the day of A Fair of the Arts to fill an available space. If a spot should become available, payment of the Sixty Dollars (\$60.00) for Saturday's booth space rental fee is due immediately. The spots will be assigned by the On-Site Supervisor on a first come, first served basis starting one (1) hour prior to the start of each event.

CANCELLATIONS

Any Exhibitor who cancels must notify the City **in writing**. Cancellations received **in writing** at least fourteen (14) days prior to the Fair will receive a refund, less a \$15.00 administrative fee. Cancellations received with less than fourteen (14) days prior to the Fair will not receive a refund. An Exhibitor's absence without prior notification will be taken into consideration when determining entrance into future fairs.

There is no guaranteed indoor rain location for A Fair of the Arts. Each Exhibitor is responsible for providing his/her own protection from the elements for work, and display of materials. There will be no refund of fees because of undesirable weather.

FEES

Each Exhibitor pays a fee of sixty dollars (\$60.00) per Saturday. Fees cover direct costs of the Fairs which include use of your 10'x10' booth space, staff time, marketing and advertising, and additional expenses required to operate these events.

RECEIPTS AND COMMISSIONS

Exhibitors should issue receipts when customers request them. Commissions on sales are not collected.

TAXES

Exhibitors are responsible for collecting required taxes and for keeping appropriate records. Find out more at <https://www.in.gov/dor/business-tax/sales-tax/>.

DEMONSTRATIONS

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

BOOTH SITTERS

Booth sitters are available to enable Exhibitors to take restroom and food breaks.

HAWKING

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

ELECTRONIC MUSIC

Audible music from phones, Bluetooth speakers, or radios is strictly prohibited.

PETS

Pets are not permitted in your booth. Service animals only are allowed on premises.

FAIR STAFF

There will be an on-site supervisor at each fair. Questions or comments during the business week will be welcomed by the fair administrator:

Crystal Ritter

City of Bloomington Parks and Recreation Department
401 North Morton Street, Suite 250
(812) 349-3725
ritterc@bloomington.in.gov

STAFF REPORT

A11 Agenda item

Admin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: January 23, 2024
SUBJECT: CONCESSIONS AGREEMENT

Recommendation

Staff recommends the approval of the 2024 Concessions Agreement for various events.

Bloomington Parks and Recreation will be inviting food vendors to sell their products onsite at various events and programs throughout 2024. These vendors will be required to pay the department 10% of their gross sales from the day or an agreed upon flat fee. Revenue from concession agreements will go into various account lines including 201-18-186500-43270.

Background

We have been using this type of agreement for several years and it has worked really well and the vendors are always agreeable to the fee. There are no major changes to the agreement for 2024.

RESPECTFULLY SUBMITTED,



Bill Ream, Community Events Coordinator



CONCESSIONS AGREEMENT

WHEREAS, the City of Bloomington, through its Parks and Recreation Department (hereafter "Parks"), is hosting events at various departmental and community locations; and

WHEREAS, the undersigned, _____
(hereinafter "Concessionaire") desires to sell concessions at the _____
event held at _____ on the date of _____, 2024
and at such other times as have been pre-approved by Parks;

NOW, THEREFORE, in consideration for permission from Parks to sell concessions at the
_____ event held at _____ on the date
of _____, 2024, Concessionaire agrees to the following terms and conditions:

1. Concessionaire shall obtain all necessary permits from the Monroe County Health Department and from any and all other controlling agencies or boards prior to selling concessions.
2. Concessionaire shall abide by federal, state and local laws and ordinances, which pertain to such sales and related activities.
3. This Agreement is for the above date(s) only.
4. Concessionaire agrees to vacate the area by _____ on _____, 2024 and remove all personal items and equipment. Concessionaire must clean litter and debris before leaving, or will be subject to a fine of Fifty Dollars (\$50.00) for violation of Bloomington Municipal Code 6.06.070.
5. Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Department of Parks and Recreation, and its employees, officers, agents and assigns from any and all claims, causes of action, suits, proceedings or demands that may arise from or in any way connected to Concessionaire's activities under this agreement, which include, but are not limited to, sales of concessions, use of related equipment, and location of the concession stand/trailer. This release, hold-harmless and indemnification includes claims, which may be brought by any third party against the City of Bloomington and its related entities as set forth above. Concessionaire agrees that this release is binding upon him/herself, his/her agents, and his/her heirs, successors and assigns.

6. Concessionaire agrees to pay 10% of their gross sales at the event or an agreed upon flat rate to Parks for the right to sell on above mentioned date. Fee will be collected at the end of the event before the Concessionaire leaves the site or at a later time as agreed upon by both parties. The Fee is not refundable nor transferable.
7. Concessionaire agrees that this Agreement will be terminated on or before December 31, 2024.
8. In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to court costs and reasonable attorney's fees. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
9. Any notice required by this Agreement shall be made in writing to the addresses specified below:

Bloomington Parks and Recreation:

Concessionaire:

Staff Member: _____

Name: _____

401 N Morton Street, Suite 250
Bloomington IN 47404

Address: _____

Phone Number: _____

Phone Number: _____

Email: _____

Email: _____

CONCESSIONAIRE:

Concessionaire Signature

Date

CITY OF BLOOMINGTON PARKS & RECREATION:

Tim Street, Director, Parks & Recreation

Date

Kathleen Mills, President, Board of Park Commissioners

Date

Margie Rice, Corporation Counsel

Date

STAFF REPORT

A12 Agenda item

Admin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: January 23, 2024
SUBJECT: SERVICE AGREEMENT WITH CASSADY ELECTRIC

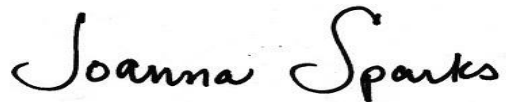
Recommendation

Staff recommends approval of this contract with Cassady Electric for electrical repair and maintenance services. Funding source: 200-18-189501-53610 and 200-18-189501-53650; total amount of \$2500.00

Background

Contractor will repair, adjust, and/or replace any lighting and electrical components at Rose Hill Cemetery on an as needed basis. They have provided quality service to the Operations Division for several years.

RESPECTFULLY SUBMITTED,



Joanna Sparks, Urban Greenspace Manager

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CASSADY ELECTRICAL CONTRACTORS INC**

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Cassady Electrical Contractors Inc ("Contractor").

Article 1. Scope of Services. Contractor shall provide electrical service work, on an as needed basis at an hourly rate of ninety five dollars (\$95) for a one person job and one hundred ninety (\$190) for a two person job, plus the cost of materials. For service on Saturday the hourly rate shall be one hundred forty two dollars and fifty cents (\$142.50) for a one person job and plus any additional costs for parts and material. For service on Sunday the hourly rate shall be one hundred ninety (\$190) for a one person job plus any additional costs for parts and material. Parks department will give contractor a two (2) day notice on normal repairs. Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the parks department for any equipment that they may have to rent in order to make the necessary repairs. When required contractor will charge the parks department a bucket truck fee of fifty dollars (\$50) per day. Specific scopes of work shall be approved in writing by the department.

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

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed four thousand dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, Urban Greenspace Manager, 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 performed will be on an as needed basis

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Joanna Sparks, Urban Greenspace Manager, 401 N. Morton, Bloomington, IN 47404. **Contractor:** Cassidy Electrical Contractors Inc. . Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

DocuSigned by:
CITY OF BLOOMINGTON

Margie Rice

Margie Rice, Corporation Counsel

CASSADY ELECTRICAL CONTRACTORS INC

Signature

Tim Street, Interim Director
Parks and Recreation Department

Print Name and Title

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2024.

Cassady Electrical Contractors Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public’s Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

STAFF REPORT

A13 Agenda item

Admin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: January 23, 2024
SUBJECT: SERVICE AGREEMENT WITH THE PRODUCTION HOUSE

Recommendation

Staff recommends approval of the service agreement with The Production House, a locally owned multimedia production and design company, to provide digital video and audio acquisition, editing, and production services on an as-needed basis in 2024. Total amount is not to exceed \$3,000. Invoices utilizing this service agreement will be paid from GF 200-18-181100-53990.

Background

The Production House is a reliable and professional local business that has provided superior service and final products for the department over the past several years. The department plans to submit an application in 2024 for the National Recreation and Park Association's Gold Medal Award for Excellence, and if selected as a finalist the department will be required to produce a video that comprehensively highlights our facilities, programs and services. The Production House produced the winning Gold Medal video for the Department in 2018.

RESPECTFULLY SUBMITTED,



Julie Ramey, Community Relations Manager

January 2024

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

This Agreement, entered into on this 23rd day of January, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and THE PRODUCTION HOUSE ("Contractor").

Article 1. Scope of Services. Contractor shall provide on-site photo and video services at parks and parks-managed and affiliated programs, and will provide video production services. Specific scopes of work will be quoted individually and approved by BPRD in writing before work commences. ("Services").

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

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed three thousand dollars (\$3,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404 or rameyj@bloomington.in.gov. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: JULIE RAMEY, 401 N. Morton St. Ste. 250, Bloomington, IN 47404. THE PRODUCTION HOUSE, ATTN: WES LASHER, 1403 S. WASHINGTON ST. BLOOMINGTON, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

DocuSigned by:

Margie Rice

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Margie Rice, Corporation Counsel

THE PRODUCTION HOUSE

Signature

Tim Street, Director
Parks and Recreation Department

Print Name and Title

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 _____, 2024.

THE PRODUCTION HOUSE

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

STAFF REPORT

A14 Agenda item

Admin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: January 23, 2024
SUBJECT: SERVICE AGREEMENT WITH WINSLOW RANCH MARKETING

Recommendation

Staff recommends approval of the service agreement with Winslow Ranch Marketing, a locally owned social media management and digital content creation company, to provide social media management and on-site photography services on an as-needed basis in 2024. Total amount is not to exceed \$3,000. Invoices utilizing this service agreement will be paid from GF 200-18-181100-53990.

Background

Winslow Ranch Marketing is a reliable and professional local company that specializes in digital marketing and content creation. Winslow Ranch Marketing has assisted department staff in providing video and photo content for the department's social media channels at department events over the past two years.

RESPECTFULLY SUBMITTED,



Julie Ramey, Community Relations Manager

January 2024

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

This Agreement, entered into on this 23rd day of January, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Winslow Ranch Marketing ("Contractor").

Article 1. Scope of Services. Contractor shall provide on-site social media management and photo and video services at parks and parks-managed and affiliated programs. Specific scopes of work will be quoted individually and approved by BPRD in writing before work commences. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Julie Ramey as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed three thousand dollars (\$3,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton St., Suite 250, Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email to rameyj@bloomington.in.gov. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

DocuSigned by:

Margie Rice

E9A0FAE19B82413
Margie Rice, Corporation Counsel

WINSLOW RANCH MARKETING

Signature

Tim Street, Director
Parks and Recreation Department

Print Name and Title

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 _____, 2024.

Winslow Ranch Marketing

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

_____ My Commission Expires: _____
Notary Public’s Signature

_____ County of Residence: _____
Printed Name of Notary Public

STAFF REPORT

A15 Agenda item

Admin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: January 23, 2024
SUBJECT: CONTRACT FOR SERVICES WITH BIG BOUNCE FUN HOUSE RENTALS

Recommendation

Staff recommends the approval of the contract for services with Big Bounce Fun House Rentals. We will be renting inflatables, games, equipment, and other items from them for various department coordinated events. These expenses will be paid out of 201-18-186500-53990. Amount is not to exceed \$2,500.

Background

The department has been renting items from Big Bounce Fun House Rentals for several years. We are very happy with their equipment as well as their customer service and staff.

RESPECTFULLY SUBMITTED,



Bill Ream, Community Events Coordinator

January 2024

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BIG BOUNCE FUN HOUSE RENTALS**

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Big Bounce Fun House Rentals ("Contractor").

Article 1. Scope of Services. Contractor shall provide rental of inflatables, equipment, games, and other items for various events coordinated by Bloomington Parks and Recreation. This will include delivery and pickup of the items and providing staff to coordinate the use of the equipment at events as requested. ("Services"). Specific scopes of work shall be approved in writing by the department.

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 12/31/24, 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 Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed two thousand five hundred dollars (\$2,500). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington Parks & Recreation, 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: As necessary and agreed upon by both parties for events.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Bill Ream, 401 N. Morton, Bloomington, IN 47404. Contractor: Big Bounce Fun House Rentals, Attn: Andy Lorimer, 2583 E. St. Rd. 240, Greencastle, IN 46135. 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.

Article 25. 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.

CITY OF BLOOMINGTON

CONTRACTOR

Margie Rice, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Andy Lorimer, Owner

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2024.

Big Bounce Fun House Rentals

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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

STAFF REPORT

A16 Agenda itemAdmin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: January 23, 2024
SUBJECT: CONTRACT FOR SERVICES WITH SKIP DALEY

Recommendation

Staff recommends the approval of the contract for services with Skip Daley. He will be coordinating all aspects of 7 trivia events held by the department this year. He will be creating all of the questions and answers for the events, will be the emcee, and will provide all prizes at the events. Account: Community Events: 201-18-186500-53990 – amount not to exceed \$2,500.

Background

This will be the fifth year for the Bloomington Trivia Championship Series. The series consists of 5 nights of trivia from March through November and an invitation only championship night in December. We will also be offering a stand-alone trivia night in April in conjunction with our celebration of the total solar eclipse. Skip did a great job in previous years with the trivia series and we are happy to have him help us again this year.

RESPECTFULLY SUBMITTED,



Bill Ream, Community Events Coordinator

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

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Skip Daley ("Contractor").

Article 1. Scope of Services. Contractor shall coordinate all aspects of seven (7) trivia nights offered by Bloomington Parks and Recreation ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before 12/31/24, 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 Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed two thousand five hundred dollars (\$2,500). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington Parks and Recreation, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule. Contractor shall perform the Services according to the following schedule: March 8, April 5, May 3, July 19, September 6, November 1, December 6

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Bill Ream, 401 N. Morton Suite 250, Bloomington, IN 47404. Contractor: Skip Daley, 1501 W Edinburgh Rd., Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25. 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.

CITY OF BLOOMINGTON

CONTRACTOR

Margie Rice, Corporation Counsel

Skip Daley

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature _____

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2024.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2024.

Izzy's Rentals

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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

STAFF REPORT

A17 Agenda item

Admin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: January 3, 2024
SUBJECT: CONTRACT FOR SERVICES WITH IZZY'S RENTAL

Recommendation

Staff recommends the approval of the contract for services with Izzy's Rental. Izzy's will provide portable toilets and cleaning services as needed for various Parks and Recreation coordinated events.

Funding source: Community Events: 201-18-186500-57330 = \$2,400; 200-18-186500-53730 = \$600
Amount: \$3,000

Background

The department has been renting portable toilets from Izzy's Rental for several years. We are very happy with their units and the timeliness in which they are dropped off and picked up.

RESPECTFULLY SUBMITTED,



Bill Ream, Community Events Coordinator

January 2024

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
IZZY'S RENTAL**

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Izzy's Rental ("Contractor").

Article 1. Scope of Services. Contractor shall provide rental of portable toilets to Bloomington Parks and Recreation coordinated events. ("Services"). Specific scopes of services shall be approved ahead of time in writing by the department.

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 12/31/24, 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 Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed three thousand dollars (\$3,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington Parks and Recreation, 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: as needed and agreed upon by both parties for various events. Such events include but are not limited to: Solar Eclipse, Fourth of July Parade, International Festival, Pumpkin Launch. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Bill Ream, 401 N. Morton Suite 250, Bloomington, IN 47404. Contractor: Izzy's Rental, Attn: Kevin Kerr, 915 S. Gore Rd., Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25. 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.

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

CONTRACTOR

Kevin Kerr, Owner

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2024.

Izzy's Rentals

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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

STAFF REPORT

B3 Agenda item

Admin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Shawn Kluesner
DATE: 1/16/2024
SUBJECT: New Hire of Golf Course MMEO

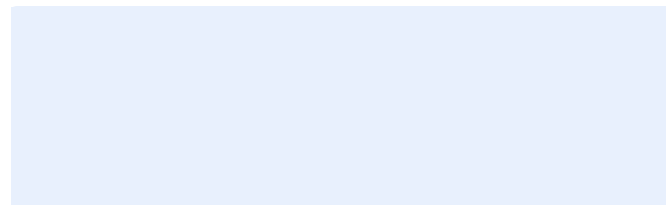
Recommendation

This report is for the information of the board

Background

My name is Shawn Kluesner, and I have recently accepted a full-time role with the Parks and Recreation Department as the MMEO at Cascades Golf Course. Before joining the Cascade golf course maintenance crew, I worked at IU Athletics for 4 years with a background in maintaining the fields of Soccer, Softball, and Baseball. I also have experience with golf course maintenance at the Indiana University Pfau Golf Course. I look forward to providing the service to our residents and visitors. Thank you!

RESPECTFULLY SUBMITTED,



Shawn Kluesner, MMEO , Cascades Golf Course

STAFF REPORT

B3 Agenda item

Admin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Greg Goecker, Winslow Laborer
DATE: January 23, 2024
SUBJECT: STAFF INTRODUCTION – GREG GOECKER

Recommendation

This report is for the information of the Board.

Background

My name is Greg Goecker, and I have recently moved into a full-time role with the Parks and Recreation Department as the Laborer at Winslow Sports Park with additional responsibilities at Olcott Park. I joined the Parks and Recreation Department in April of 2023 in a part-time temporary role as a Laborer at Twin Lakes Sports Complex and Winslow Sports Complex. Originally from the Lafayette area, the majority of my twenty year professional career has been focused in the golf course management industry at both public and private facilities throughout the country, culminating in the role of Superintendent at a private club in Michigan. My wife of twelve years, Jamie, accepted a position in Bloomington in late 2021, ringing us to this community. In my free-time, I enjoy running and hiking, reading mystery and suspense novels, and date nights with my wife. I am excited to begin this position assisting the Parks Department in providing safe and accommodating recreational opportunities for both our residents and visitors. As a former youth sports participant, and current outdoor recreation enthusiast, I value the opportunities our parks provide to the community. Being grateful for this opportunity, I look forward to fulfilling the requirements of the position and making an effort to exceed expectations.

RESPECTFULLY SUBMITTED,



Greg Goecker, Winslow Laborer

January 2024

CITY OF BLOOMINGTON
BOARD OF PARK COMMISSIONERS

Resolution 2024-001
Confirming the appointment of Tim Street
as Director of the Department of Parks and Recreation

Whereas the Common Council of the City of Bloomington, Indiana has established a Department of Parks and Recreation, BMC 2.20.120; and

Whereas, on January 1, 2024, Mayor Kerry Thomson appointed Tim Street as Director of Parks and Recreation; and

Whereas, Indiana Code 36-4-9-2 states that appointment of a Director of Parks and Recreation is subject to the approval of the Board of Park Commissioners.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA THAT:

The Board of Park Commissioners hereby confirms Mayor Kerry Thomson's appointment of Tim Street as Director of the Department of Parks and Recreation of the City of Bloomington, Indiana

PASSED AND ADOPTED by the Board of Park Commissioners of the City of Bloomington Indiana, Monroe County, Indiana upon this 23rd day of January 2024.

Kathleen Mills, President

Ellen Rodkey

Jim Whitlatch

Israel Herrera

STAFF REPORT

C3 Agenda item

Admin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: January 23, 2024
**SUBJECT: RESOLUTION 24-01 APPROPRIATING PARKS NON-REVERTING
EXPENDITURES FOR THE 2024 FISCAL YEAR**

Recommendation

Staff recommends the Board of Park Commissioners appropriate Parks Non-Reverting Operating Fund not otherwise appropriated for the 2024 fiscal year, as set forth in Section 1 of Resolution 24-01.

Background

Expenditure amounts for each Non-Reverting Fund are based on a review of 2022 actual expenses, 2023 budgeted expenses and zero base budgeting for Division Director's estimates of program activity expenses for 2024.

RESPECTFULLY SUBMITTED,



Tim Street, Director

RESOLUTION 24-02

A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON SPECIFICALLY APPROPRIATING PARKS NON-REVERTING FUND EXPENDITURES NOT OTHERWISE APPROPRIATED

BOARD OF PARK COMMISSIONERS City of Bloomington, Indiana

WHEREAS, funds will be made available for appropriation in the Parks Non-Reverting Operating Fund as a result of fees, charges, donations and grants monies collected; and,

WHEREAS, Indiana Code 36-10-5-2 allowed the creation and 36-10-4-16 authorizes the appropriation and expenditure of such funds; and,

WHEREAS, said funds were not appropriated as part of the annual budget of the Bloomington Board of Park Commissioners,

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners that:

Section I: For the expenses of said Board the following additional sums of money are hereby appropriated and ordered set apart from the fund herein named and for the purposes herein specified, subject to the laws governing same, for the Fiscal Year January 1 to December 31, 2024:

Administration	\$19,400.00
Health & Wellness	\$5,925.00
Marketing	\$5,350
Aquatics	\$94,712
Frank Southern Ice Arena	\$116,964
Golf Services	\$163,535
Natural Resources	\$46,850
Youth Services	\$171,747
Twin Lakes Recreation Center	\$1,360,245
Community Events	\$149,792
Adult Sports	\$90,505
Youth Sports	\$935
Benjamin Banneker Community Center	\$5,960
Operations	\$53,340
Switchyard Park	\$36,185
Urban Forestry	\$14,800
TOTAL	\$2,336,245

Section II: This resolution shall be in full force and effect from January 23, 2024 after its passage by the Board of Park Commissioners of the City of Bloomington.

PASSED AND ADOPTED at a regular meeting thereof on this 23th day of January, 2024 by the following roll call vote:

Ayes:

Noes:

Absent:

, President

ATTEST:

**Tim Street
Administrator**

C4 Agenda itemAdmin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: January 23, 2024
SUBJECT: REVIEW/APPROVAL OF ENVIRONMENTAL RESOURCES ADVISORY COUNCIL APPOINTMENTS

Recommendation

Staff recommends approval of Environmental Resources Advisory Council appointees Denise Gardiner, Jeff Ehman, Bill Jones, Marne Potter, and Angie Shelton. The Common Council has not appointed a new Council Liaison as of yet.

Background

The Environmental Resources Advisory Council (ERAC) acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) members and one (1) ex-officio member. There are currently five positions on the advisory council up for reappointment. Five applications were received from current members of the advisory council.

RESPECTFULLY SUBMITTED,

Rebecca Swift, Natural Resources Coordinator

Denise Gardiner

Email

dagardin@iu.edu

Phone Number

812-325-3324

Address

1203 S Weatherstone Ln

City

Bloomington

Zip

47401

Do you live in the city limits?

Yes

Occupation

University administration

How did you hear of this opening?

City Staff

If other, please describe:

Please explain your interest

I have served on this Council since 2018 and very much enjoy working with our outstanding City Parks employees.

Please describe your qualifications

I have been serving on the board of the local chapter of National Audubon Society for longer than I've served on ERAC, so much of my interest comes from birding/hiking on park properties and collaborating on educational outreach. I've completed the Indiana Master Naturalist training several years ago.

Denise Gardiner

Email

dagardin@iu.edu

Phone Number

812-325-3324

Address

1203 S Weatherstone Ln

City

Bloomington

Zip

47401

Do you live in the city limits?

Yes

Occupation

University administration

How did you hear of this opening?

City Staff

If other, please describe:

Please explain your interest

I have served on this Council since 2018 and very much enjoy working with our outstanding City Parks employees.

Please describe your qualifications

I have been serving on the board of the local chapter of National Audubon Society for longer than I've served on ERAC, so much of my interest comes from birding/hiking on park properties and collaborating on educational outreach. I've completed the Indiana Master Naturalist training several years ago.

William Jones

Email

Joneswi@indiana.edu

Phone Number

317-308-0609

Address

1305 E Richland Drive

City

Bloomington

Zip

47408

Do you live in the city limits?

No

Occupation

Retired SPEA Professor

How did you hear of this opening?

City Staff

If other, please describe:

Please explain your interest

Lifelong interest in land management and in giving back to my Bloomington community.

Please describe your qualifications

35-yr career in lake and watershed management. Directed the 1984 Griffy Lake management plan and worked on the most recent management plan.

Marne Potter

Email: marnepotter@gmail.com

Phone Number: 812-269-0730

Address: 3400 S Acadia Court

City: Bloomington

Zip: 47401

Do you live in the city limits? Yes

Occupation: Web designer

How did you hear of this opening? Other

If other, please describe: Friend who is also on ERAC encouraged me to join

Please explain your interest

I am a current Environmental Resources Advisory Council member and would like to continue for another term. I love Bloomington's parks and greenspaces. I live near the Sherwood Oaks neighborhood and frequent the many parks and trails that are within walking distance from my home. As an avid hiker and birdwatcher, I also spend a great deal of time at Leonard Springs and Griffy (I'm becoming a big fan of the new North Shore trail). Not only can I contribute to ERAC because of my extensive time spent in Bloomington parks but I also have experience with issues concerning invasive plant species through previous volunteer work on MC-IRIS/BL Parks & Rec Weed Wrangles. Also, as a birder, I have an interest in how climate change, pollution, and habitat loss and fragmentation affect our native birds. I hope to continue to bring my love of Bloomington's parks and knowledge about a variety of relevant topics to ERAC for another term.

Please describe your qualifications

I'm a continuing member of ERAC and a frequent user of many of Bloomington's parks. I have experience in identifying and removing invasive plant species. I also have a professional background in communications—primarily in visual design but some writing and editing experience as well.

Angie Shelton

Email

angieshltn@gmail.com

Phone Number

812-360-7974

Address

4237 S Clear View Dr

City

Bloomington

Zip

47403

Do you live in the city limits?

No

Occupation

Teacher

How did you hear of this opening?

City Staff

If other, please describe:

current member

Please explain your interest

I have been a member of ERAC since 2008. I currently teach Environmental Science at Bloomington High School North. I previously did research with IU Research and Teaching Preserve at Griffy Lake Nature Preserve.

Please describe your qualifications

Ph.D. Environmental Studies, UC Santa Cruz, 2002. Member of ERAC since 2008. Chair or Vice Chair for much of that time. Former researcher at Griffy Lake Nature Preserve.

STAFF REPORT

C5 Agenda item

Admin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Sarah Mullin, Community Events Specialist
DATE: January 23, 2024
**SUBJECT: CONTRACT WITH SUNSET HILL FENCE CO FOR FENCE AT BUTLER
PARK COMMUNITY GARDEN**

Recommendation

Staff recommends approval of the contract with Sunset Hill Fence Co for an amount not to exceed \$30,000. This contract with Sunset Hill will enhance the Butler Park Community Garden, reduce maintenance work and reduce wildlife pressure in the garden. The contract will be paid out of 176-18-G21005-54310 for \$26,650 and 201-18-186502-53990 for \$3,350.

Background

Butler Park Community Garden currently offers 56 gardening plots for rent to community members every year. Gardeners use the space to grow food, flowers, herbs and more. The parks department offers various amenities such as access to City water, shared tools, and fencing. The current fence is in need of constant maintenance. Installing a new fence will reduce maintenance work and related expenses and will improve gardeners' experience by reducing wildlife pressure inside the garden.

RESPECTFULLY SUBMITTED,



Sarah Mullin, Community Events Specialist

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
SUNSET HILL FENCE CO.
FOR
FENCE INSTALLATION AT BUTLER PARK COMMUNITY GARDEN**

This Agreement, entered into on this _____ day of _____ 2024, 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 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, 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 Sarah Mullin, 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 Thirty Thousand Dollars (\$30,000). 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:

Sarah Mullin
City of Bloomington Parks and Recreation
401 N MORTON ST., STE. 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, 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	SUNSET HILL FENCE CO.
Attn: SARAH MULLIN	Attn: TONY SOWDER
401 N MORTON ST., STE. 250	1440 W BLOOMFIELD 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.

Article 28. ARPA Addendum

Exhibit E to this Agreement provides additional terms and conditions applicable to agreements involving the use of America Rescue Plan Act (“ARPA”) funds. The terms and conditions provided in Exhibit E are incorporated into this Agreement.

Article 29. 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 \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, 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.

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

CITY OF BLOOMINGTON

SUNSET HILL FENCE COMPANY

Margie Rice, Corporation Counsel

Tony Sowder

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

- Remove existing fence and dispose
- Install approximately 600 ft. of 7 ft., 9 gauge galvanized 1 inch mesh chain link fence.
- Install one 6 ft. wide x 7 ft. tall walk gate
- Install one 12 ft. wide x 7ft. tall drive gate
- All posts set in concrete
- Install 7 gauge galvanized tension wire on top
- Trench and bury fence approximately 6-8 inches and backfill with gravel

EXHIBIT B

“Project Schedule”

Installation will ideally take place at the beginning of March, and will take approximately one week from start to finish. Installation is weather dependent but should be completed no later than December 31, 2024.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2024.

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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT E

To the Agreement dated _____ between the City of Bloomington and
Sunset Hill Fence Co. for fence installation at Butler Park Community Garden

Providing Additional Terms and Conditions Applicable to Agreements Involving the Use of America Rescue Plan Act (“ARPA”) Funds

The following additional terms and conditions, which apply when an agreement will be funded by the City in whole or part with federal funds, are incorporated in full into the above Agreement and govern in the event of any conflict with terms and conditions contained in that Agreement.

- 1. Period of Performance/final invoices due by no later than November 1, 2026.** Contractor’s period of performance shall end and all contractor invoices must be received no later than November 1, 2026, to permit final payments to be made before December 31, 2026.
- 2. Registration in Federal System for Award Management (SAM).** Contractor must be registered in the SAM, provide its unique entity identifier and proof of registration to City, and throughout the term of the Agreement maintain an active SAM registration with current information.
- 3. Compliance with Laws.** Contractor shall comply with all applicable federal statutes, regulations, and executive orders in the performance of its activities under this Agreement, and shall require the same of any subcontractors or third parties involved in Contractor’s performance of this Agreement. Such statutes, regulations and executive orders are herein incorporated by reference and made of part of this Agreement, and may include but are not limited to:
 - a. The Davis-Bacon Act, 40 USC 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5;
 - b. The Copeland Anti-Kickback Act, 40 USC 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3
 - c. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170
 - d. Recipient Integrity and Performance Matters, 2 CFR Part 200, Appendix XII, and all other applicable ethics law and regulations
 - e. New Restrictions on Lobbying, 31 CFR Part 21
 - f. Uniform Relocation Assistance and Real Property Acquisition Act of 1970, 42 USC 4601-4655 and implementing regulations
 - g. The Clean Air Act, 42 USC 7401-7671q, the Federal Water Pollution Control Act as amended, 33 USC 1251-1387, and other generally applicable federal environmental laws and regulations
 - h. The New Restrictions on Lobbying, 31 CFR Part 21. Contractor shall complete the Certification Regarding Lobbying attached to this Addendum as Exhibit 1 and provide it to the City within thirty (30) calendar days of executing this Agreement

- i. Contract Works Hours and Safety Standards Act, 40 USC 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5
 - j. Statutes and regulations prohibiting discrimination applicable to Contractor's performance under this Agreement, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, and which also include protections to persons with "Limited English Proficiency" (LEP Persons) in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of Treasury's Title VI regulations at 31 CFR Part 22;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. **Debarment & Suspension.** Contractor agrees and certifies that it shall adhere to Federal Executive Order 12549, Debarment and Suspension, and further certifies that neither it nor its principals have been suspended or debarred from participation in Federal grants or other Federal funding programs. The Contractor shall not enter into any contract or subcontract with third parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities. This Agreement is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.
5. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:
- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or

other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.'
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. **Notice of Federal Award in Publications.** Contractor shall display on any publications produced with funds provided under this Agreement, “This project [is being] [was] supported, in whole or in part, by federal award number 1505-0271 awarded to the City of Bloomington by the U.S. Department of the Treasury.”
7. **Whistleblower Protections.** In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court of grand jury; and/or
 - vii. A management official or other employee of the City, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

8. **Drug-Free Workplace.** Contractor certifies that it shall comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and Treasury’s implementing regulations published at 31 CFR Part 20, which require that non-Federal entities take actions to provide a drug-free workplace.
9. **Increasing Seat Belt Use in the United States.** Pursuant to Federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should adopt and enforce, and encourage its subcontractors to adopt and enforce, on-the job seat belt policies and programs for their employees when they are operating company-owned, rented, or personally owned vehicles.
10. **Reducing Text Messaging While Driving.** Pursuant to Federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce, and encourage its subcontractors to adopt and enforce, policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

CITY OF BLOOMINGTON

BY:

Margie Rice, Corporation Counsel

Tim Street, Parks and Recreation Administrator

SUNSET HILL FENCE CO.

BY:

Signature

Printed Name

EXHIBIT “F”
AFFIDAVIT THE LIVING WAGE ORDINANCE

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

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

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C6 Agenda itemAdmin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Hsiung Marler, Recreation Facilities General Manager
DATE: December 23, 2024
**SUBJECT: SWITCHYARD PARK MOWING CONTRACT EXTENSION – GREEN
DRAGON LAWN CARE**

Recommendation

Staff recommends approval for an addendum to the 2022 agreement to extend the scope of the agreement through the end of 2024. This is a financially beneficial arrangement for Parks.

Funding Source: 200-18-189006-53610
Amount: \$27,720

Background

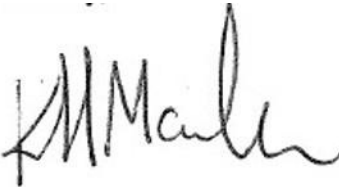
In March of 2022 Parks entered into an agreement with Green Dragon Lawn care to mow specified areas of Switchyard Park through the end of 2022. The total area to be mowed per cycle is approximately 15.6 acres. The price schedule called for a rate of \$990 per cycle for approximately 26-30 cycles.

In December of 2022 the Park Board approved an addendum to extend the agreement through the end of 2023 at the same pricing for the same scope of work.

Green Dragon Lawn care has agreed to continue the original 2022 pricing for the same scope of work for the 2024 mowing season.

Staff is satisfied with the work done by Green Dragon.

RESPECTFULLY SUBMITTED,



Hsiung Marler, Recreation Facilities General Manager

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

WHEREAS, the City of Bloomington Department of Parks and Recreation (“Department”) and Green Dragon Lawn Care (“Contractor”) entered into that certain *Agreement Between City of Bloomington Parks and Recreation Department and Green Dragon Lawn Care for Mowing and Trimming Services at Switchyard Park* (“Agreement”) on or about March 22, 2022, attached as Exhibit A.

WHEREAS, Article 1 of the Agreement provides:
Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

WHEREAS, On December 12, 2022 Park Board approved the *Renewal Agreement between City of Bloomington Parks and Recreation Department and Green Dragon Lawn Care*, which amended the Scope of Services and Schedule of the original Agreement; and extended the Agreement through December 31, 2023 (“2022 Renewal”), attached as Exhibit A.

WHEREAS, The Department now wishes to renew the Agreement and 2022 Renewal for another year, has provided Contractor advanced written notice of same, and Contractor agrees to renew the same.

NOW, THEREFORE, the Department and the Contractor agree as follows:

The Agreement and 2022 Renewal are hereby renewed. The terms and conditions of the Agreement and 2022 Renewal shall remain unmodified with the exception that the termination date of the Agreement and 2022 Renewal shall be renewed through and including December 31, 2024. All other terms of the Agreement and 2022 Renewal shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2024.

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE

Tim Street, Director
Parks and Recreation Department

Brian Obery
Owner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE

Tim Street Director
Parks and Recreation Department

Brian Obery

RENEWAL EXHIBIT A

Scope of Work

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

RENEWAL EXHIBIT B

Project Schedule

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

RENEWAL EXHIBIT C

CONTRACT COVER MEMORANDUM

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

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

Summary of Contract:

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

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

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

WITNESSETH:

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

WHEREAS, the Department requires the services of a professional Contractor in order to perform mowing of approximately 15.6384 acres (the "Services" as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed \$990 per mowing cycle and a total agreement amount of Twenty Seven Thousand and Seven Hundred Twenty dollars (\$27,720.00). Due to the nature of the work there is no guaranteed minimum on the number of mowing cycles per year. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

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

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

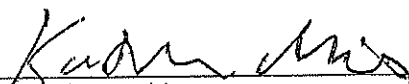
Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone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

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

CITY OF BLOOMINGTON


Beth Cate, Corporation Counsel


Paula McDevitt, Director
Parks and Recreation Department


Kathleen Mills, President,
Board of Park Commissioners

GREEN DRAGON LAWN CARE, INC.


Brian Obery, President

City of Bloomington	Green Dragon Lawn Care Inc.
Attn: Hsiung Marler	ATTN: Brian Obery, President
401 N. Morton, Suite 250	P.O. Box 296
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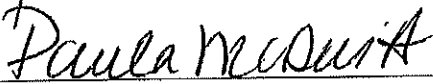
Article 27. Non-Collusion

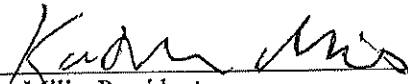
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON


Beth Cate, Corporation Counsel


Paula McDevitt, Director
Parks and Recreation Department


Kathleen Mills, President,
Board of Park Commissioners

GREEN DRAGON LAWN CARE, INC

Brian Obery, President

EXHIBIT A

"Scope of Work"

The Services shall include the following:

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

EXHIBIT B

"Project Schedule"

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

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

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

Notary Public's Signature

My Commission Expires: 10/14/29 ^{HB}

Printed Name of Notary Public

County of Residence: MONROE

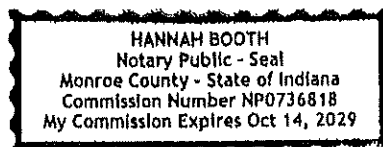


EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 4th day of April, 2022.

Green Dragon Lawncare, Inc.

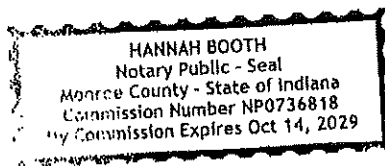
By: [Signature]
Signature
BRIAN OBERY
Printed Name

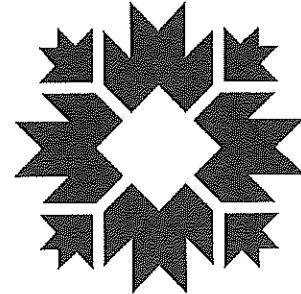
STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

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





CITY OF BLOOMINGTON
Parks and Recreation

2022
REQUEST FOR QUOTES

MOWING AND
TRIMMING SERVICES FOR
SWITCHYARD PARK

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

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

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

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

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

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

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I. PURPOSE

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

II. SPECIFICATIONS AND QUOTE REQUIREMENTS

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

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

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

A. Inspection of Locations

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

B. General Conditions and Scope of Work

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

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

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

C. Technical Specifications

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

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

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

D. Provision of Labor, Tools and Equipment.

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

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

E. Personnel

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

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

F. Safety

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

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

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

G. Default for Unacceptable Conditions

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

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

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

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

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

H. Qualification of Contractors

The following factors will be used to evaluate Contractor qualifications.

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

I. Verification of Qualifications

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

J. Submittal Requirements

1. Affirmative Action Plan.

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

2. Insurance Requirements.

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

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

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

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

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

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

3. Inventory / list of mowing equipment.

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

4. References.

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

5. Professional Experience.

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

6. Mowing Quote Form.

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

K. Contract Award

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

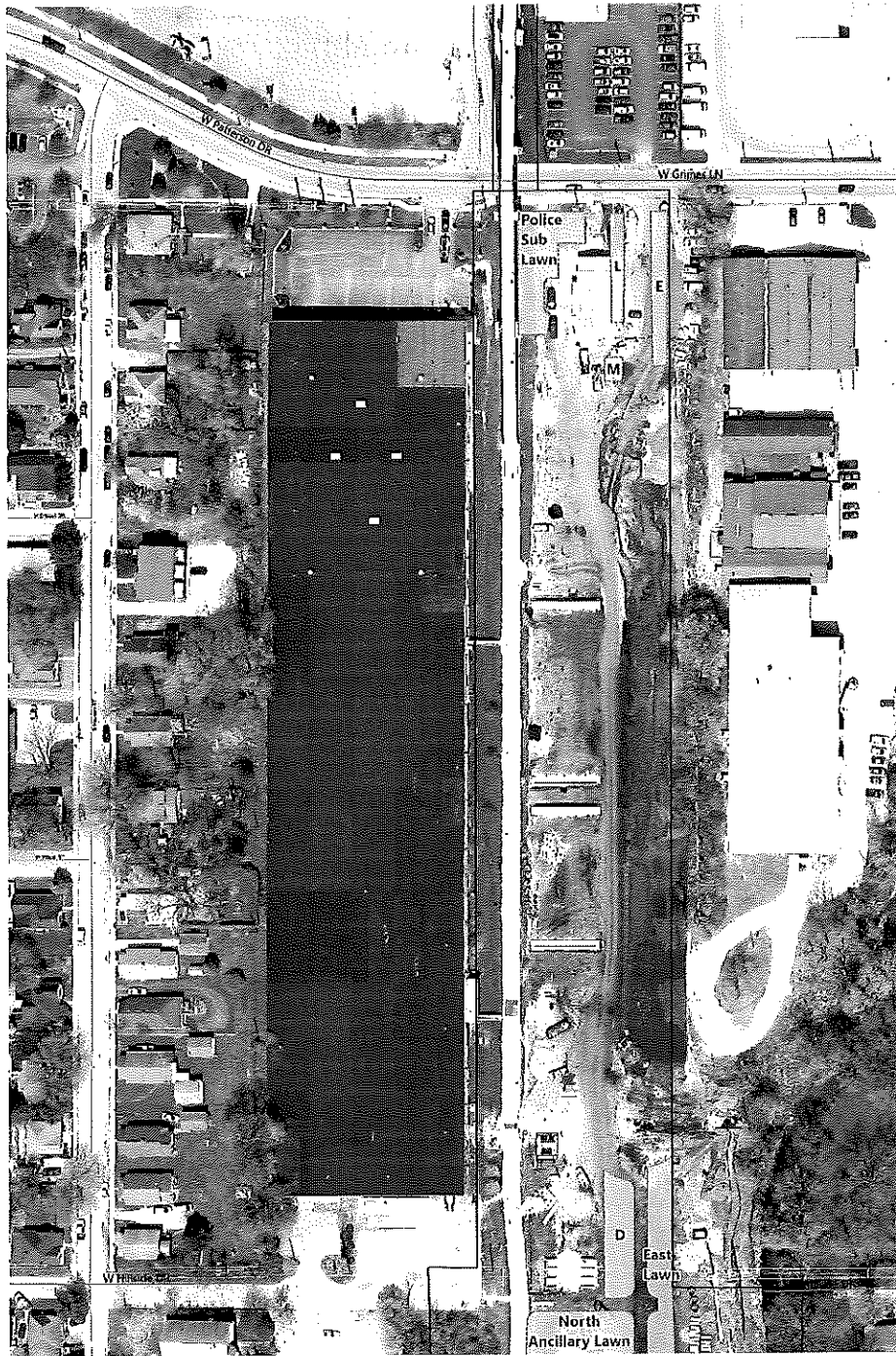
III. MAPS OF PROPOSED LOCATIONS/SCOPE

Map Key and Square Footage

Areas in yellow on the maps indicate mow areas.

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

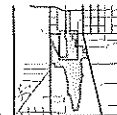
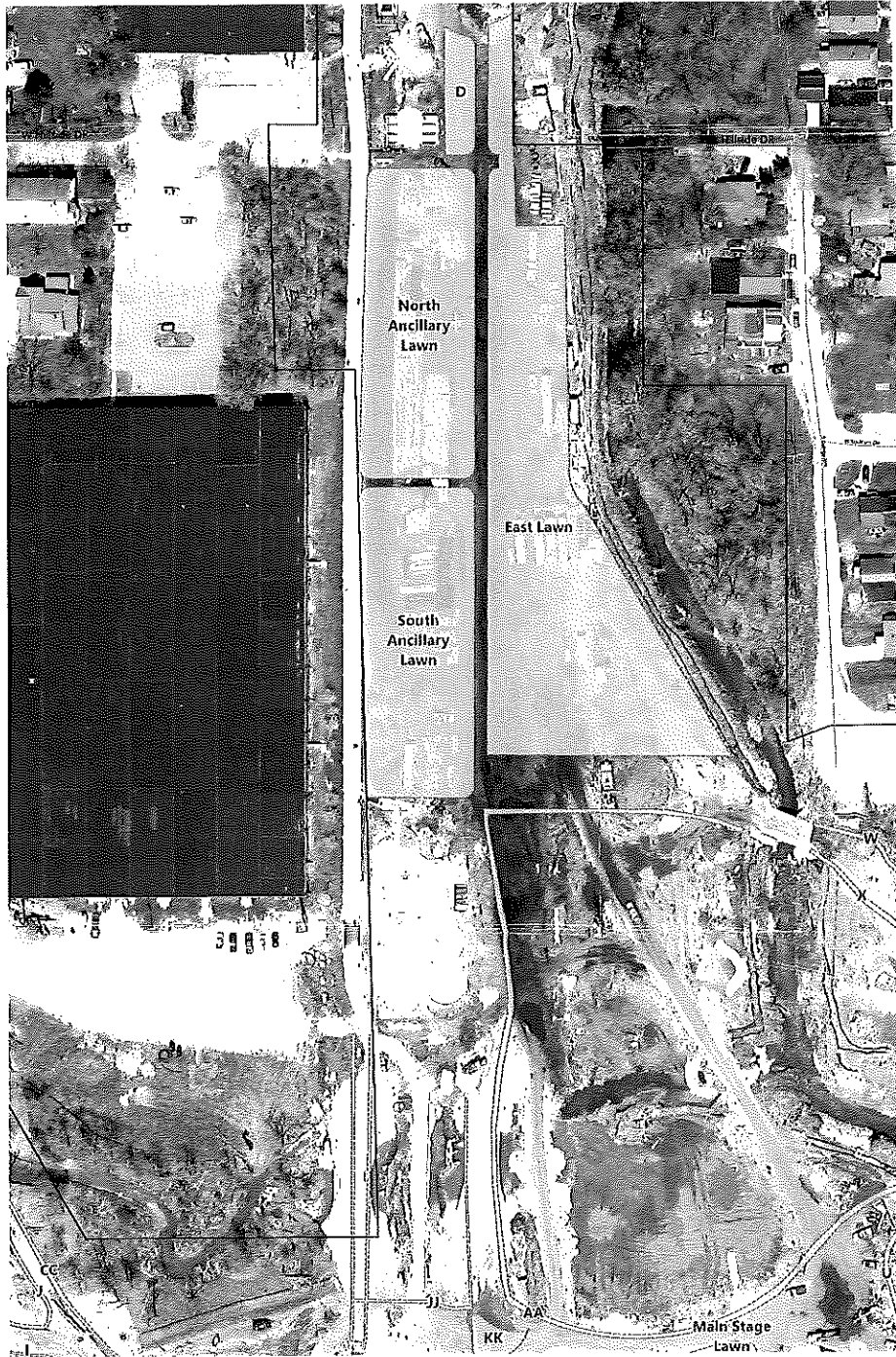
286	Switchyard Park	T	800.4406	0.0184
287	Switchyard Park	U	1,533.1859	0.0352
288	Switchyard Park	V	1,413.2932	0.0324
289	Switchyard Park	W	2,876.6763	0.0660
290	Switchyard Park	X	2,212.0611	0.0508
291	Switchyard Park	Y	594.0363	0.0136
292	Switchyard Park	Z	681.8873	0.0157
293	Switchyard Park	AA	5,302.0887	0.1217
294	Switchyard Park	BB	3,025.4362	0.0695
295	Switchyard Park	CC	1,047.6327	0.0241
296	Switchyard Park	DD	2,227.4810	0.0511
297	Switchyard Park	EE	987.2859	0.0227
298	Switchyard Park	FF	440.9229	0.0101
299	Switchyard Park	GG	1,540.9532	0.0354
300	Switchyard Park	HH	984.7307	0.0226
301	Switchyard Park	II	847.8689	0.0195
302	Switchyard Park	JJ	2,155.7441	0.0495
303	Switchyard Park	KK	1,304.3524	0.0299
304	Switchyard Park	LL	2,399.1947	0.0551
305	Switchyard Park	MM	879.6669	0.0202
306	Switchyard Park	NN	1,483.0262	0.0340
307	Switchyard Park	OO	15,915.5830	0.3654
Totals			681,207.0387	15.6384



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Right: Switchyard Park Series
Left: Switchyard Park Series

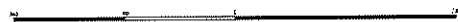


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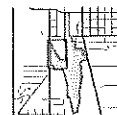
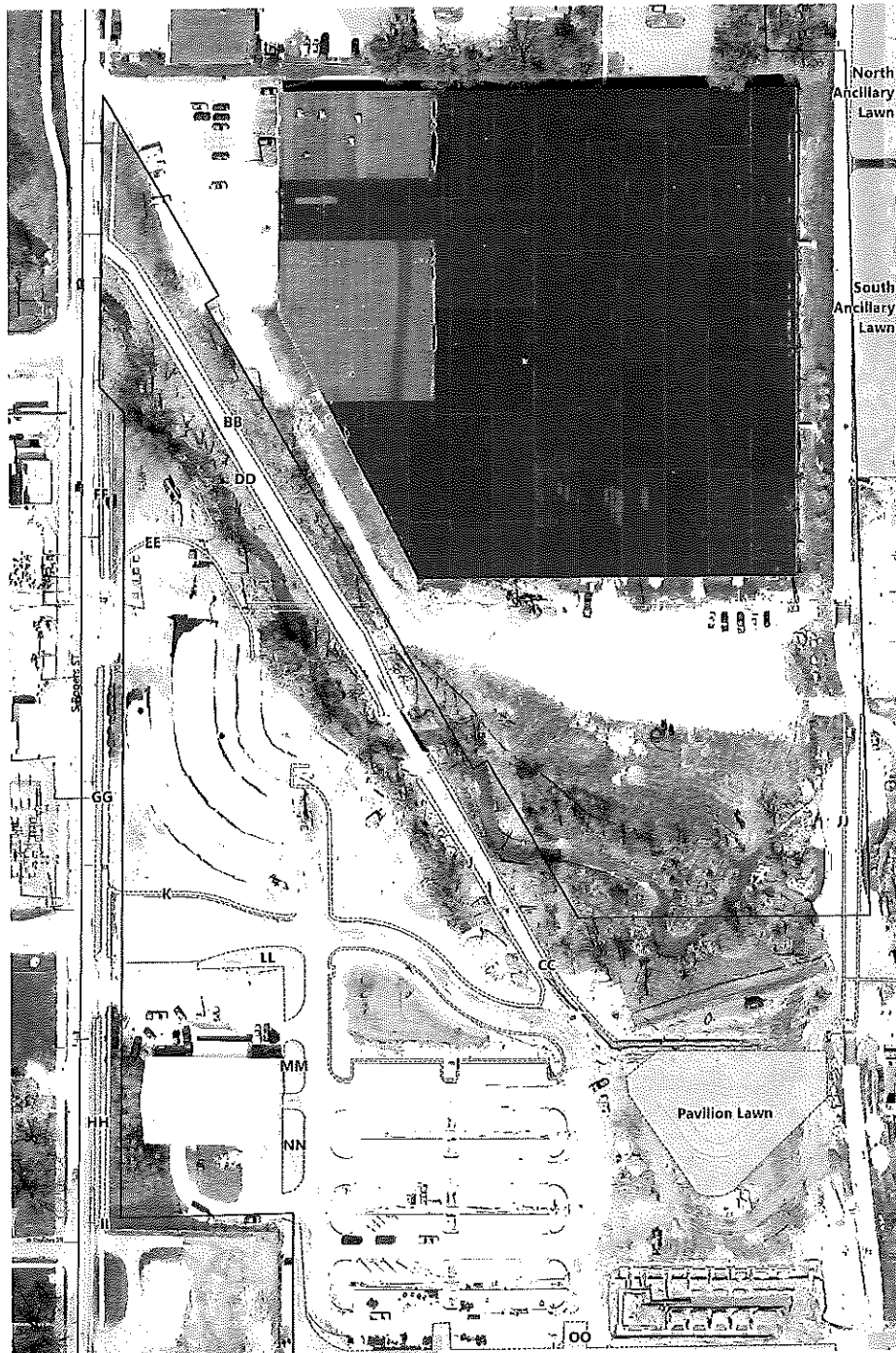
Author: [unclear]



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The map was produced by the City of Bloomington GIS, for use by the City and general public as map information. The plan includes material as it is based on aerial photography from 2019. Supplemental updates are made from aerial photography from 2019. The accuracy of information included on this document is limited to the accuracy of the source data. The City of Bloomington does not warrant the accuracy of this information.



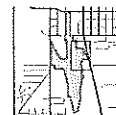
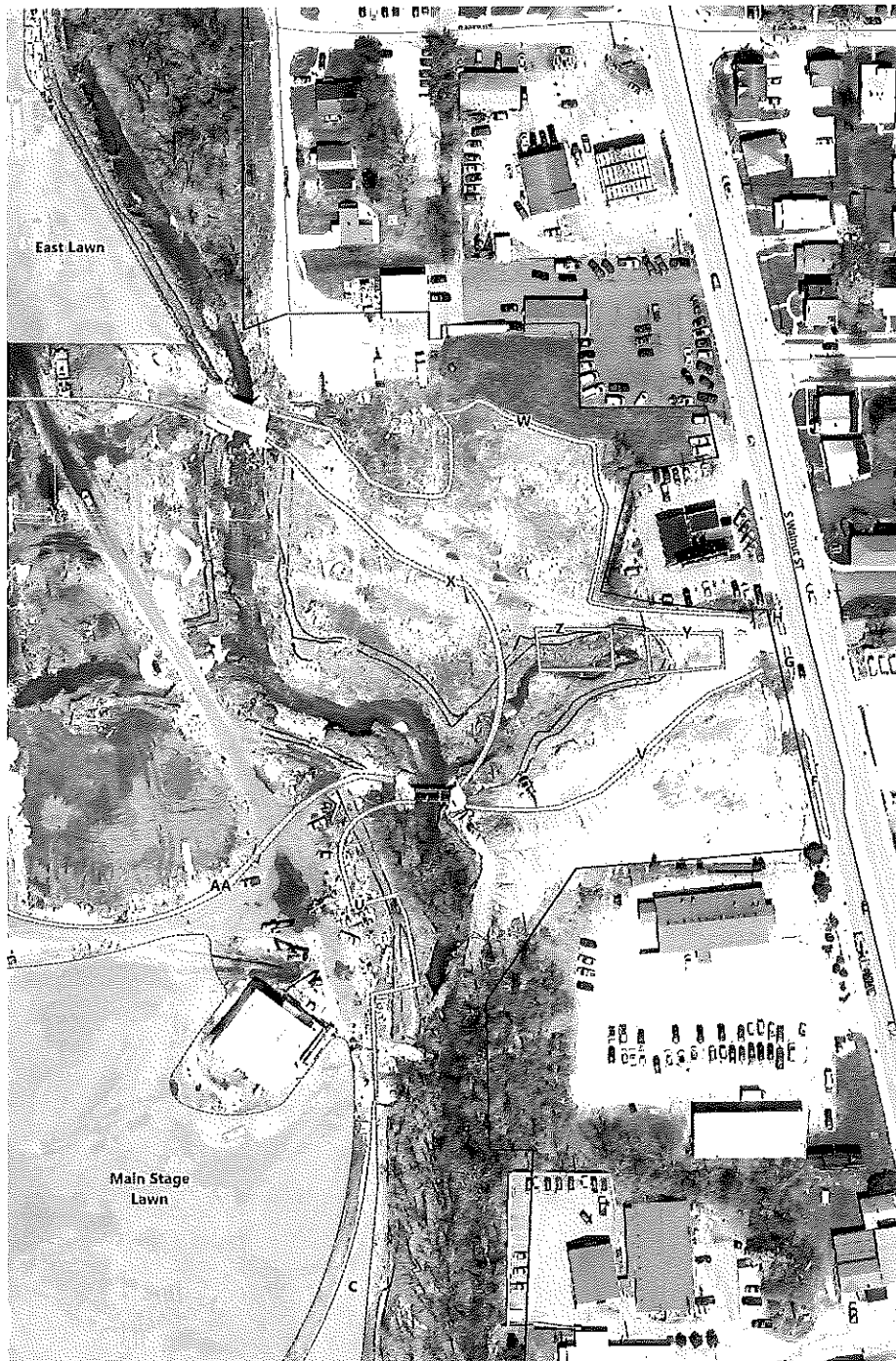
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Author: phone



Project: Switchyard Park Area Series
File: Switchyard Park Area Series.aprx





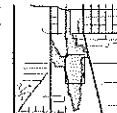
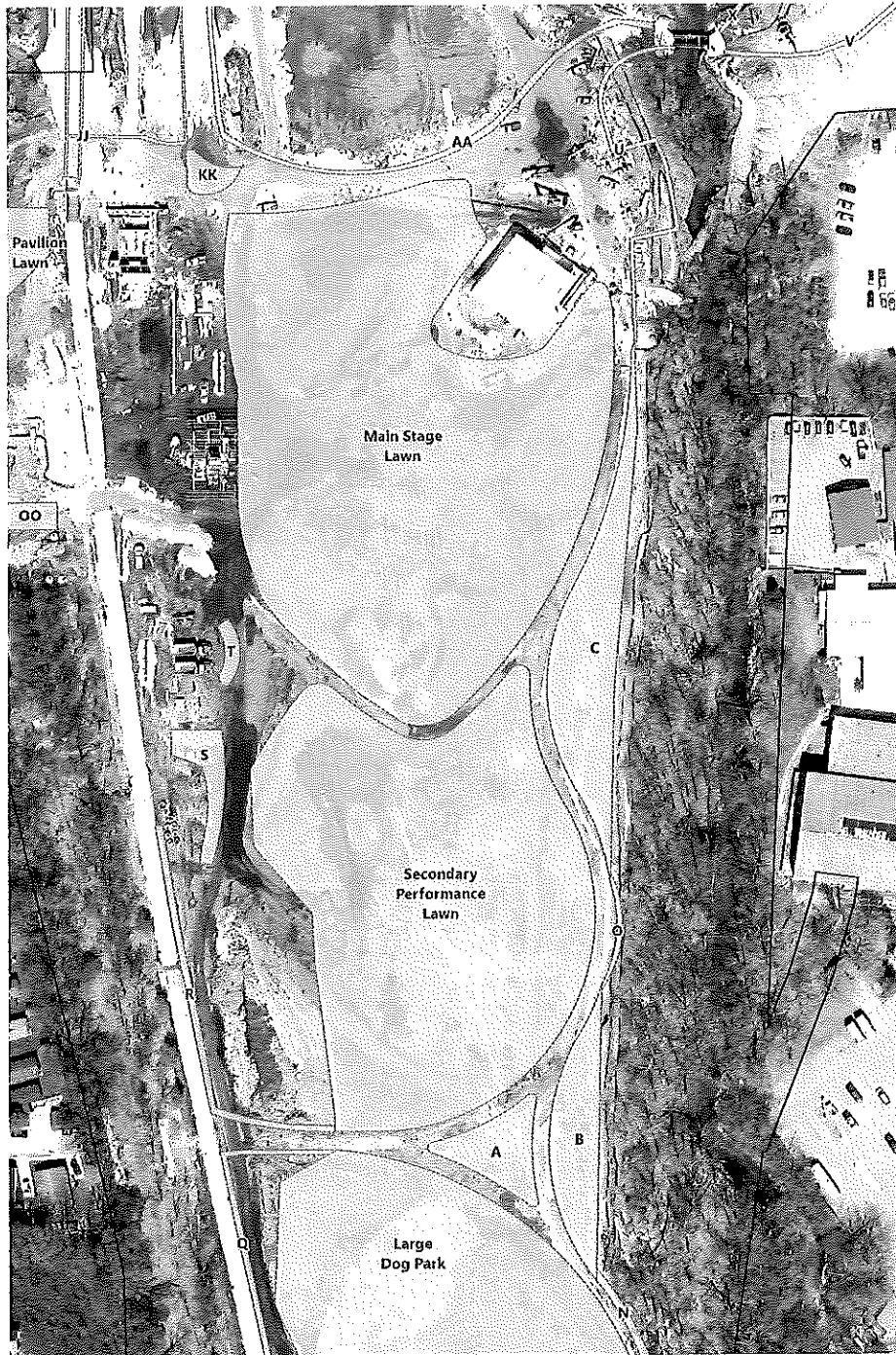
Produced: 9/13/2021

Author: none



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ITS Department
City of
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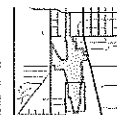
Switchyard Park Area Series

Page 5 of 6

2019 Aerial



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Abstract



ITS
Department
**City of
Bloomington**

2019 Aerial



This map was produced by the City of Birmingham GIS, for use by the City and general public to view information. The information on this map is based on aerial photos imagery from 1998-2014.

Landmarks that address are shown above ground, not underground, streets, and other features. The accuracy of information contained in this document is based on Birmingham Mapping Standards, however it is NOT warranty.

The Corporation hereby certifies that the information contained on this map is true and correct.

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

Updated January 1, 2021

To: Prospective Bidders/Vendors

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

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

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

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

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

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

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

Accompanying this letter you will find the following materials:

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

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

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

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

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

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

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

Thank you.

Model Affirmative Action Plan and Harassment Policy

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

Responsible Officer

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

Publication of Policy

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

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

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

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

Implementing Our Policy

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

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

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

Grievance Procedure

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

Our current workforce breakdown is shown on the attached form.

Policy prohibiting harassment in the workplace

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

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

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

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

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

Signature and Title of Representative:

Date:

Affirmative Action Plan and Harassment Policy Checklist

NOTE: This is **not** an Affirmative Action Plan

Company Name: _____

Effective Date: _____

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

Workforce Breakdown Form

Company Name: _____

Address: _____

Representative: _____

Phone: _____

E-Mail Address: _____

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

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

Signature and Title of Representative:

Date:

V. SAMPLE CONTRACT AGREEMENT

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

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

WITNESSETH:

WHEREAS, the Department wishes to _____; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform _____ (the "Services" as further defined below); and

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting

the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

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

Name of the Staff
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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

Article 24. Notices

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

Department:

Contractor:

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

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

(1) CITY OF BLOOMINGTON

NAME OF CONTRACTOR

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

EXHIBIT B

“Project Schedule”

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

[illegible]

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Contractor

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

VI. INTEGRATED PEST MANAGEMENT POLICY

Bloomington Parks and Recreation Integrated Pest Management (IPM) Plan

Approved by the Board of Park Commissioners
Dec 16, 2017

Table of Contents

- I. Integrated Pest Management Plan Mission Statement**
- II. IPM Goals**
- III. Description and Scope of IPM**
- IV. Program Components**
 - a. Threshold levels of treatment
 - b. Criteria for selection and use of pesticides
 - i. Approved use products
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- V. Property Management Information**
- VI. IPM Plan Review and Public Input**
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 - a. Licensed/Approved Applicator List (by position)
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 - d. Pesticide Information (by Parks and Recreation Department Divisions)
 - i. Pesticide Product list
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 - iii. IISC Information
 - e. Invasive Species Treated Outside IISC List
 - f. Example Notification Signage
 - g. Acknowledgements

I. Integrated Pest Management (IPM) Plan Mission Statement

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

II. IPM Goals

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

III. Description and Scope of IPM

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

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

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

IV. Program Components

o Threshold levels

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

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

OR

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

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

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

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

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

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

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

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

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

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

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

○ **Exemption Process**

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

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

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

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

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

- **Emergency Response**

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

- **Notification of Pesticide Applications**

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

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

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

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

- **Record Keeping of Pesticide Applications**

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

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

- **Storage**

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

V. Property Management Information

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

VI. IPM Plan Review and Public Input

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

VII. Staff Training

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

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

Acknowledgements

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

VIII. Appendix

Appendix A

Parks Department Licensed Applicator Position List

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

Appendix B

Definitions

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

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

Appendix C

Department Pesticide Use Policy

POLICY RE: Pesticide Use Policy

Vision

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

Mission

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

Position Statement

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

Overarching Management Strategies

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

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

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

December 15, 2015

Appendix D

Pesticide Information (By Parks and Recreation Department Divisions)

- Pesticide Product List

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

Speedzone-PBI Gordon	2,4-D 28.57%, MCP 5.88%, Dicamba 1.71%, Carfentrazone 0.62%,	Herbicide	III	spring	post emergent weeds	5 gallons
Spotrete	Thiran 44%	Fungicide	III	as needed	dollar spot/brown patch, animal repellent	
Talpid	Bromethalin 0.025%	Mole bait	III	as needed	bait for moles	
TM462-Armor Tech	Thiophanate-Methyl 46.2%	Fungicide	III	rare use	greens brown patch	8.5 gallons
Tourney- Valent	Metconazole 50%	Fungicide	III	as needed	dollar spot on greens/fwys/tees	290oz
Trimmit-Syngenta	Paclobutrazol 22.3%	Growth Regulator	III	rare use	on greens to slow non-bent grass	12oz
<i>Twin Lakes, Winston and Oleant Ballfields</i>						
15-0-8 Millennium Ultra	2,4-D 0.69%, Clopyralid 0.09%, Dicamba 0.086%	Fertilizer	III		standard turf maintenance	(80)- 50lb bags
13-0-5 with Dimension	Dithiopyr, Pyridinedicarbothioate 0.15%	Fertilizer	III		standard turf maintenance	(80)- 50lb bags
22-0-8 with Grub Control	Imidacloprid 0.2%	Fertilizer	III		standard turf maintenance/grub control	(80)- 50lb bags
Acelepryn- Syngenta	Chlorantraniliprole 18.4%	Insecticide	IV	As needed	early in the season for grubs	
Glystar Pro	Glyphosate 41%	Herbicide	III		fence row treatments	5 gallons
SureGuard	Flumioxazin 51%	Herbicide	III	specific week treatment		1lb
ProSedge	halosulfuron-methyl 75%	Herbicide	III	specific week treatment		2oz
Glyphosate	Glyphosate 41%	Herbicide	III		fence row treatments	5 gallons
<i>Natural Resources</i>						
Clethodim	Clethodim 26.4%	Herbicide	II	(Griffy, Leonard Springs, Wapahani Park. Total area in these parks exceeds 1,200 acres)	used for invasive grass species	.33 gallon
Clopyralid	Clopyralid 40.9%	Herbicide	III		limited use for very difficult invasives	2.5 gallons
Glyphosate	Glyphosate 41%	Herbicide	III		selective invasive specie management	7.5 gallons

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

Neonicotinoid

Will not be repurchased

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

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

Appendix E

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

• Indiana Invasive Plant List

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

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

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

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

Appendix F
Example Notification Signage

NOTICE

PESTICIDE APPLICATION

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

Target Pests:

Pesticide 1 Name:

Active Ingredient:

EPA Registration Number:

Pesticide 2 Name:

Active Ingredient:

EPA Registration Number:

Date

Treated: _____

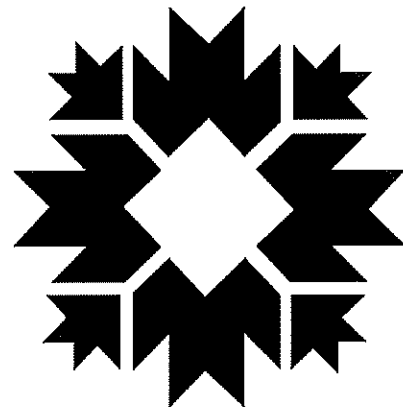
OK to enter

after: _____

For Questions contact: Joanna Sparks

(812)349-3497

sparkj@bloomington.in.gov



CITY OF BLOOMINGTON
parks and recreation

C7 Agenda itemAdmin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Leslie Brinson, Recreation Services General Manager
DATE: January 23, 2024
SUBJECT: CONTRACT WITH ZEC EIGHT INSIGHTS FOR FARMERS' MARKET MASTER PLAN

Recommendation

Staff recommends that approval of a contract with Zec Eight Insights for an evaluation of the Bloomington Community Farmer's Market. The contract is not to exceed \$20,000 and will be paid out of the Farmers' Market General Fund account 200-18-186503-53170.

Background

Parks and Recreation put out a Request for Proposals in December to find a firm to handle the 2024 Evaluation. We received 6 proposals and used a scoring system with four evaluators to determine scores and have chosen the firm with the highest overall points system. Zec Eights Insights proposal includes benchmarking our market with other city run markets, determining best practices based on research and communication with other markets, collecting community input and vendor input, determining the economic impact of the Market on the Bloomington Community and producing a final report with suggested steps forward. This process will begin in February and will be completed in September.

RESPECTFULLY SUBMITTED,

Leslie Brinson, Recreation Services General Manager

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ZEC EIGHT INSIGHTS
FOR
EVALUATION OF BLOOMINGTON COMMUNITY FARMERS' MARKET**

This Agreement, entered into on this _____ day of _____ 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and ZEC EIGHT INSIGHTS ("Contractor").

Article 1. Scope of Services

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 twenty thousand dollars (\$20,000). 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:

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.

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	Zec Eight Insights
Attn: Leslie Brinson	Attn: Austin Hochstetler
401 N. Morton, Suite 250	49 Boone Village, Suite 166
Bloomington, IN 47404	Zionsville, IN 46077

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

ZEC EIGHT INSIGHTS

Margie Rice, Corporation Counsel

Austin Hochstetler, Principal

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the Scope of Work as included in the Request for Proposals, including:

Project Initiation and Management – February

Project timeline and project plan

Data Collection, Review and Research – February and March

Data request and review and best practices research and benchmarking

Stakeholder Engagement – March – July

Internal and External Stakeholder Engagement

Final Evaluation Deliverable- August and September

Recommendations, economic impact and final deliverable

EXHIBIT B

“Project Schedule”

Work is to begin in February and final deliverables are to be completed by October 1, 2024.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Form Revised 01.23

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 _____, 2024.

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 _____, 2024

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

C8 Agenda itemAdmin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: January 23, 2024
SUBJECT: VEGETATION MANAGEMENT AT MILLER-SHOWERS PARK,
SWITCHYARD PARK & WAPEHANI MOUNTAIN BIKE PARK

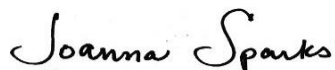
Recommendation

Staff recommends approval of this contract with Eco Logic, LLC for vegetation management at MSP, SYP and WMBP.

Funding source: 200-18-189500-53990.
Amount: \$53,011.05.

Background

Eco Logic will be performing follow up vegetation management activities on previous work they performed at all three properties, Miller-Showers Park (MSP), Switchyard Park (SYP) and Wapehani Mountain Bike Park (WMBP). The MSP project will be the sixth year they will be performing vegetation management activities implementing the 10 year management plan initiated in 2018. The SYP project is a continuation of maintenance services for the riparian/reforestation and wetland basin plantings, 21.5 acres begun in 2018 (both prior to and during the construction of the Park, Eco Logic has performed invasive management and ecological restoration on the 21.5 acres of SYP included in this contract). Eco Logic has provided maintenance and remediation services for the last 4 years at WMBP, so are well equipped to help the city with this project.

RESPECTFULLY SUBMITTED,

Joanna Sparks, Urban Greenspace Manager

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
VEGETATION MANAGEMENT MILLER-SHOWERS PARK, SWITCHYARD PARK &
WAPEHANI MOUNTAIN BIKE PARK**

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and **ECO LOGIC, LLC** (“Contractor”).

Article 1. Scope of Services

Contractor shall provide 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, 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 JOANNA SPARKS, URBAN GREENSPACE MANAGER, 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.

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty Three Thousand Eleven Dollars and Five Cents (\$53,011.05). 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:

JOANNA SPARKS, URBAN GREENSPACE MANAGER,
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.

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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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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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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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- 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.

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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.

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	ECO LOGIC, LLC
Attn: JOANNA SPARKS	Attn: SPENCER GOEHL
401 N. Morton, Suite 250	8685 West Vernal Pike
Bloomington, Indiana 47404	Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

Article 28. Living Wage 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 \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, 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

ECO LOGIC, LLC

Margie Rice, Corporation Counsel

SPENCER GOEHL, OWNER

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Miller Showers 2024 IPC and Maintenance Proposal:

Project summary: This proposal is for invasive plant control and pollinator habitat maintenance through all native planting parcels of Miller Showers Park in 2024. Bloomington Park will provide additional labor support throughout the growing season to assist Eco Logic staff.

Proposed timeline and activities:

- APRIL-MAY: 1st Foliar Treatment broadleaf on cool season herbaceous weeds, such as poison hemlock teasel, sweet clovers, and wild parsnip (All Parcels)
- MAY-JULY: Senior Ecologist Kevin Tungesvick perform monitoring site visit and updating invasive maps with short report
- JUNE-JULY (2 visits): Foliar broadleaf and invasive grass application. Targets include all NNIS woody species, Canada thistle, crown vetch, Johnson grass, tall fescue, Canada goldenrod etc. Selective cutting on annual species such as marestail, prickly lettuce, etc. (All Parcels)
- AUGUST-SEPTEMBER: 2nd foliar application non-selective on all vegetation. Includes selective cutting in newly seeded communities to favor the establishing natives. (All Parcels)
- OCTOBER-NOV: Fall foliar applications multiple species. (All Parcels)

Proposal Price: \$12,188.06*

Miller Showers Additional Turf to Native Vegetation:

Project summary: To facilitate cleaner mow lines and alleviate mowing pressure around trees, along with expanding pollinator habitat, this proposal is for the conversion of turf areas to native vegetation. Seed and plugs will be encompassed by the client. Proposal price below includes labor, equipment, and herbicide needed to convert approximately 9,000 sq. ft. of turf on the north end of Miller Showers Park, both on east and west sides. This project will establish a mow strip of no greater than 30-36”, helping to avoid erosion issues that mowing creates on sloped areas. City of Bloomington staff assistance would be needed at installation.

Timeline: Nov 2023 – early March 2024 – initial prep spray and seed installation

Proposal Price: \$5000*

Switchyard Park Riparian/Reforestation and Detention Basin Maintenance 2024:

Project summary: This proposal is for maintenance services for the riparian/reforestation plantings and basin wetland mitigations, totaling 21.5 acres at Switchyard Park. Various and numerous invasive species have been targeted at this previously heavily invaded site since 2018. Initial control and follow-up work has been very fruitful, but continual work is needed. While many of the target

species are under good control, other pervasive invasives such as Japanese stiltgrass and dames rocket, can now be focused on. This proposal covers maintenance through the 2024 growing season. Canopy and understory trees, as well as native seed mixes were installed for the completion of the park build. With the augmentation of native species, care will be taken to minimize off target damage. Over-sowing native seed mixes as needed is included, with seed cost covered under warranty.

Proposed timeline and activities:

- MAY-JUNE: Target cool season weeds, i.e. poison hemlock, garlic mustard, and other NNIS as needed. (All Parcels)
- JULY-AUGUST: Target reed canary grass, and other NNIS as needed. (All Parcels)
- Early OCTOBER: Target bush and Japanese honeysuckle, wintercreeper, and other NNIS as needed. (All Parcels)

Includes one deer repellant application timed 2 weeks after leaf out. (Parcels 1-5)

Proposal Price: \$30,406.38*

Wapehani Maintenance 2024:

Project summary: This proposal is for invasive plant and noxious weed management through the mitigation area at Wapehani Park. Eco Logic will provide an experienced OISC certified supervisor to work with the City of Bloomington Parks employees for 4 separate days in 2023. We propose to lead crews in the control of invasive plant species and applying deer repellent to the Oaks Eco Logic planted in 2022, and any other woody stems experiencing deer pressure. Eco Logic will provide all herbicides and deer repellent for all treatment efforts. We will coordinate with City of Bloomington representative to schedule all work with their staff. Eco Logic has provided maintenance and remediation services for the last 4 years, so are well equipped to help the city with this project.

Proposed timeline and activities:

- JUNE-JULY (2 visits): Target early season weeds, i.e. poison hemlock, teasel, and other NNIS as needed. (All areas)
- AUGUST-SEPT: Target Canada thistle, crown vetch, bird's foot trefoil, and other NNIS as needed. (All areas)
- OCTOBER: Target bush and Japanese honeysuckle and other NNIS as needed. (All areas)

Proposal Price: \$5,416.61*

*All herbicide treatment to be performed by OISC Certified applicators.

EXHIBIT B

“Project Schedule”

Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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 _____, 2024.

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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT "Click here to enter text."

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
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

STAFF REPORT

C9 Agenda item

Admin. Approval: TS
Date: 1/9/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: January 23, 2024
SUBJECT: ENCROACHMENT AGREEMENT FOR 229 W 1st St.

Recommendation

Staff recommends approval of an encroachment agreement with BROWNFIELDS 4 LLC for an encroachment onto city-owned property along the B-Line Trail located at 229 W 1st St.

Background

The former Sinclair Oil building has been approved to be redeveloped into a restaurant. As part of the redevelopment, the property owners would like to make two connections to the B-Line Trail along the western edge of their property. A retaining wall will also be located slightly onto city property. The encroachment agreement dictates that the property owners maintains responsibility for these encroachments and that the city can dictate their removal if deemed necessary.

RESPECTFULLY SUBMITTED,



Tim Street, Director

January 2024

**AGREEMENT REGARDING ENCROACHMENT
ONTO THE B-LINE TRAIL**

This Agreement, dated this ____ day of _____, 2024 WITNESSETH:

WHEREAS, Brownfields 4 LLC, on its own behalf and on behalf of its successors and assigns (“Developer”) is redeveloping a property with an address of 229 W 1st St, Bloomington, Indiana (“Property”), which is immediately adjacent to property owned by the City of Bloomington (“City”) known as the B-Line Trail (“City Property”), and Developer desires to encroach onto the City Property with pathways and a retaining wall as more specifically depicted in Attachment A, attached hereto and incorporated herein by reference (the “Encroachments”); and

NOW THEREFORE, in consideration of the Developer’s ability to encroach onto the City Property as described herein, Developer, its officers, directors, agents, employees, members, successors and assigns, 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 property owner.
2. If the City or another governmental agency with jurisdiction over the City Property determines that the City Property containing one or more of the Encroachment(s) should be improved to better serve the public, or that other public improvements need to be made on the City Property and the Encroachment(s) interfere with the planned public improvements, the City may require Developer to remove the Encroachment(s). If the City proposes changes to the City Property that require removal or alteration of the Encroachments, the City agrees to make reasonable efforts to coordinate alternatives to the Encroachments with Developer.
3. Developer accepts responsibility for the maintenance, repair, property working conditions, and all expenses associated with the Encroachment(s). Specifically, Developer or Developer’s designee shall maintain the Encroachment(s) in good repair and take such other measures as are reasonably necessary to maintain the Encroachment(s) in good, clean condition.
4. 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.
5. The City may alter the terms and conditions of the Encroachment(s) to address unanticipated problems or may even revoke permission to encroach if the City determines the Encroachment(s) are undesirable in terms of the general welfare of the City or City Property.
6. Developer understands and agrees that if the City or a public utility need to work in the area of the Encroachment(s) for any reason, and the Encroachment(s) need to be removed to facilitate the City or the utility, the removal of the Encroachment(s) will be at the expense of Developer and the City will not be responsible for any damage, repairs, or replacements which may occur to the Encroachment(s) due to the City’s work.
7. Developer shall use its best efforts to inform its tenants that the City requires special use permits to be obtained through the Parks and Recreation Department for any activity on the B-Line Trail or other park property that uses the property to the exclusion of other users. Any use of the City Property by Developer or Developer’s tenants without a special use permit that operates to exclude other users from the City Property is a violation of this Agreement.
8. 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.

9. 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.

Brownfields 4 LLC

City of Bloomington, Indiana

By: _____
Signature

Printed Name, Title

By: _____
Kathleen Mills, President
Board of Park Commissioners

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, the _____ of Brownfields 4 LLC, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2024.

_____ Notary Public Printed Name	_____ Notary Public Signature
My Commission Expires: _____	
County of Residence: _____	

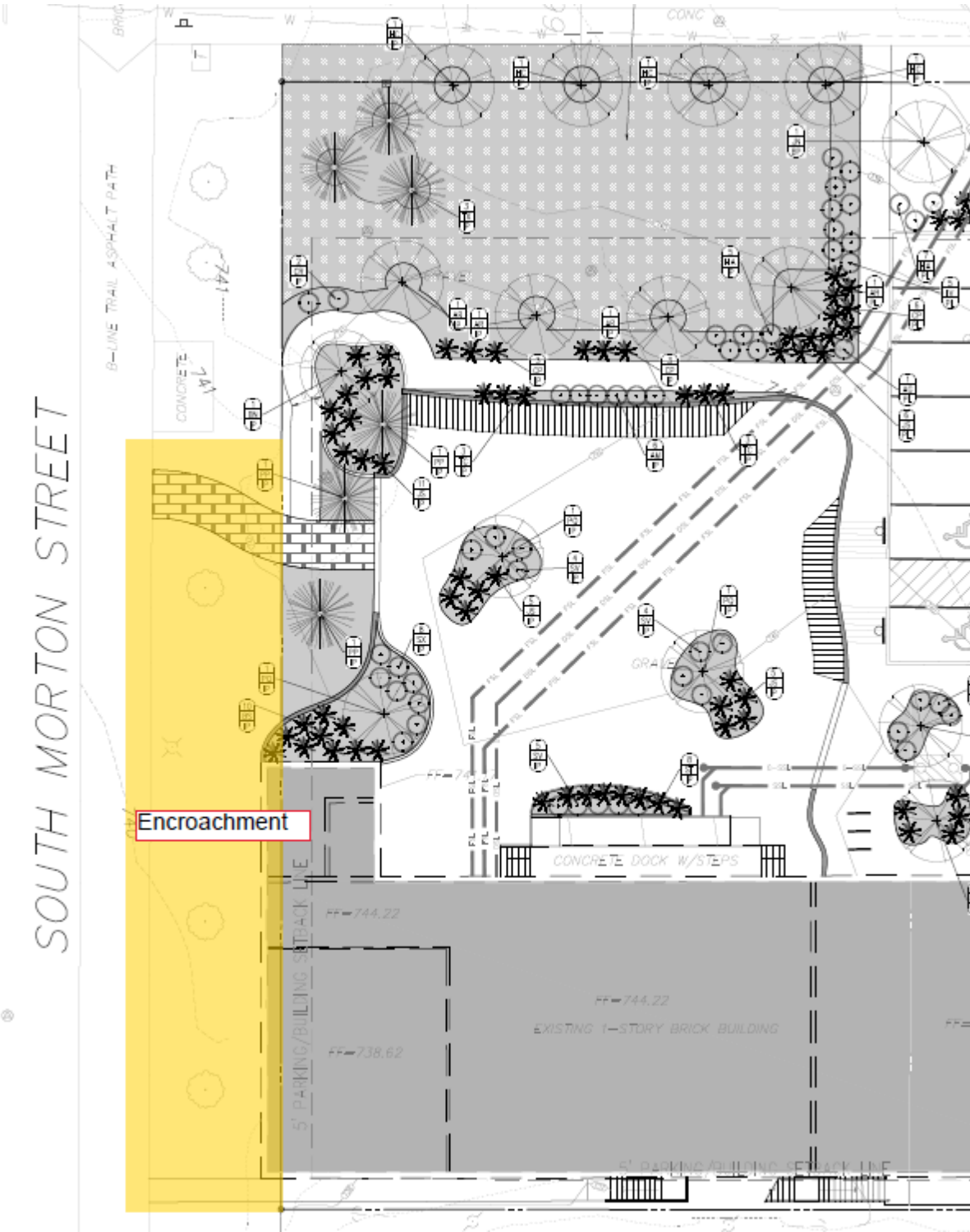
STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kathleen Mills, President of the Bloomington, Indiana, Board of Park Commissioners, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2024.

_____ Notary Public Printed Name	_____ Notary Public Signature
My Commission Expires: _____	
County of Residence: _____	

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/
Audrey R. Brittingham

This instrument prepared by Audrey R. Brittingham, Attorney at Law, City of Bloomington, P.O. Box 100, Bloomington, Indiana 47402.



STAFF REPORT

C10 Agenda item

Admin. Approval: TS
Date: 1/9/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: January 23, 2024
SUBJECT: MOU WITH CBU FOR MILLER SHOWERS PARK DREDGING

Recommendation

Staff recommends approval of a MOU with City of Bloomington Utilities for dredging at Miller Showers Park.

Background

This MOU is between CBU and Parks. This MOU addresses matters related to the dredging project that CBU will be undertaking at Miller Showers Park in the first quarter of 2024. The dredging project will remove accumulated siltation from the detention ponds at Miller Showers Park. Parks agrees to take responsibility for permanent stabilization, reestablishment and restoration of the landscaping and native plantings on the Property that may become disturbed or destroyed by CBU during the dredging project. CBU will reimburse Parks for these efforts.

RESPECTFULLY SUBMITTED,



Tim Street, Director

January 2024

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CITY OF BLOOMINGTON UTILITIES
FOR DREDGING AT
MILLER SHOWERS PARK**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Bloomington Utilities Department (“CBU”) acting through its Utilities Service Board (“USB”), and the City of Bloomington Department of Parks and Recreation, acting through its Board of Park Commissioners (“Parks”).

WHEREAS, the City of Bloomington owns and operates stormwater detention infrastructure at Miller Showers Park (the “Property”) where both the Department of Parks and Recreation (“Parks”), and the City of Bloomington Utilities (“CBU”) have responsibilities and costs related to the Property including stormwater detention, landscaping, public use, and the safe operation of facilities at this Property, all of which are delineated in a 2022 memorandum of understanding (“2022 MOU”) by and between the two departments; and

WHEREAS, the detention pools at the Property need to be dredged by CBU in order to uphold CBU’s responsibilities under the 2022 MOU; and

WHEREAS, the dredging project will disturb landscaping and vegetation around the Miller Showers Park of which Parks desires to restore and for which CBU desires to pay.

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

1. CBU shall be responsible for the scope, costs and responsibilities associated with dredging the detention pools in keeping with the 2022 MOU.
2. CBU shall be responsible for temporary stabilization during the dredging project.
3. Parks shall be responsible for permanent stabilization of any and all soil disturbed by the dredging project after CBU has completed the dredging project, all in accordance with the 401 WQC permit associated with the dredging project.
4. Parks shall reestablish and restore any and all landscaping and native plantings disturbed by the dredging project after CBU has completed the dredging project so as to return the disturbed Property back to the same or similar condition it was in at the time the dredging project commenced.
5. CBU shall reimburse Parks for any and all costs associated with the permanent stabilization, reestablishment and restoration of the landscaping and native plantings on the Property disturbed by the dredging project. Upon submittal by Parks of any and all invoicing from

contractors hired by Parks to permanently stabilize, reestablish and restore the disturbed landscaping and native plantings on the Property, CBU shall promptly reimburse Parks.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
BOARD OF PARK COMMISSIONERS**

Kathleen Mills, President
Board of Park Commissioners

Date

ATTEST:

Tim Street, Director
City of Bloomington Parks and Recreation

Date

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

Amanda Burnham, President
Utilities Service Board

Date

ATTEST:

John Langley, Interim Director
City of Bloomington Utilities

Date

C11 Agenda itemAdmin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: January 23, 2024
SUBJECT: CONTRACT WITH BRCJ FOR BUILDING TRADES SITE SURVEY

Recommendation

Staff recommends approval of a contract with Bledsoe, Riggert, Cooper, and James for an updated site survey of Building Trades Park.

Amount: \$4,500

Funding source: 176-18-G21005-54510 – ARPA Funds

Background

As part of the ongoing Building Trades Master Plan process, and in order to design a first round of upgrades to the park focusing on accessibility (and funded through 2024 ARPA funds), an updated site survey is needed. BRCJ also has a partial survey of Building Trades Park from a few years ago and will be completing this survey so it can be used to guide final design decisions and construction documents.

RESPECTFULLY SUBMITTED,



Tim Street, Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLEDSOE, RIGGERT, COOPER, AND JAMES, INC.
FOR
BUILDING TRADES PARK SURVEY**

This Agreement, entered into on this ____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bledsoe, Riggert, Cooper & James, Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to plan accessibility repairs at Building Trades park in 2024; and

WHEREAS, the Department requires the services of a professional surveyor to update the site survey of Building Trades Park (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before June 30, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 four thousand five hundred dollars (\$4,500). 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:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

The term of this Agreement shall be one year, commencing on the effective date. This Agreement may be renewed for 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.

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished

reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Bledsoe, Riggert, Cooper, and James
Attn: Tim Street	Attn: Chris Porter
401 N. Morton, Suite 250	1351 W. Tapp Rd.
Bloomington, Indiana 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.

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

CITY OF BLOOMINGTON

DocuSigned by:
Margie Rice

Margie Rice, Corporation Counsel

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

BLEDSON, RIGGERT, COOPER, & JAMES

Signature

Name, Title

EXHIBIT A

“Scope of Work”

The Services shall include the Scope of Work as included below:

Bledsoe Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS

January 9, 2024

Tim Street
Director
Park & Recreation, City of Bloomington, IN
812-349-3711
tim.street@bloomington.in.gov

RE: Building Trades Park Topographic Survey Proposal.

Mr. Street,

Per our conversation, Bledsoe Riggert Cooper & James, Inc. is pleased to present this proposal for professional services. We propose to perform the following scope of work:

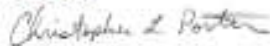
TOPOGRAPHIC SURVEY SCOPE OF SERVICES:

- 1) Locate site improvements (headwalls, steps, walls, light poles, walks, bike racks, building corners, finished floor elevations at entrances, etc...) inside of the areas approximately outlined in yellow on the attached Proposed Survey Limits exhibit.
- 2) Locate isolated trees and their approximate diameter at breast height, and note if the tree is a deciduous or a coniferous tree. The driplines of wooded areas will be outlined and noted as such.
- 3) Locate visible surface utilities (risers, meters, valves, etc...) per observed above ground evidence and utilities marked by Indiana 811. Please note: 811 Member utilities do not locate private lines or facilities. 811 Member utilities do not locate service lines or all utilities when a survey is the purpose of the ticket.
- 4) Provide approximate storm and sanitary locations, invert elevations, pipe sizes, and materials based on limited information available from the surface. Structure grates and covers shown should not be assumed to be the center of the below ground structure. All utilities including locations and sizes need to be verified by the contractor prior to construction efforts.
- 5) Overhead utilities will be identified as overhead without special investigation to the type or nature.
- 6) Provide contours of existing site conditions at 1-foot intervals.
- 7) Horizontal datum will be NAD 83, Indiana State Plane Coordinates, U.S. Survey Feet.
- 8) Vertical datum will be NAVD88, U.S. Survey Feet.
- 9) All distances will be provided as grid distances.
- 10) Provide a final 2018 AutoCAD drawing file (.dwg) or an AutoCAD Civil 3D 2018 drawing file (.dwg) and a PDF (.pdf) of the topographic survey.

We propose to complete these services on an hourly basis based on the fee schedule below for a fee not to exceed \$4,500.

We appreciate the opportunity to submit this proposal for your consideration. We ask that if this proposal is acceptable, please sign and return a copy to our office as notice to proceed. Please contact me if you have any questions or concerns.

Sincerely,



Christopher L. Porter, P.S.

Accepted By:

Signature

Date

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

Proposed Survey Limits



EXHIBIT B

“Project Schedule”

All services will be provided and completed by June 30, 2024.

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 _____, 20____.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Contractor

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

C12 Agenda itemAdmin. Approval: TS
Date: 1/17/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: January 23, 2024
SUBJECT: ADDENDUM WITH RUNDELL ERNSTBERGER AND ASSOCIATES FOR BICENTENNIAL GATEWAYS PROJECT

Recommendation

Staff recommends review/approval of an addendum with Rundell Ernstberger Associates for modification of the gateway project design at Miller-Showers Park.

Amount: \$42,300

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

Background

In response to public feedback on the bicentennial gateway project design at Miller-Showers Park, this project was paused in fall 2023 so an alternative design could be considered. This addendum with REA will allow for an alternative design from earlier in the gateway design process to be advanced from a schematic design to construction documents. This design was released to the public via a news release on November 30 with a feedback period open through December 15. In response to that feedback, we have also determined and plan to add a public art component, with an art piece solicited and selected by the Bloomington Arts Commission, to this design. The design of the wall and lettering will remain similar, but the lettering will be shifted to create a space for the future public art component. Funding for that component will also come from this Bicentennial Bond project.

This addendum will allow REA to modify the site plans so that the contracted vendor, Reed and Sons, can prepare a change order and complete the rest of the site improvements this spring. Feedback gathered during this two-week period will be incorporated into the final design with REA and then shared with the public. The construction of the updated gateway element will be competitively bid separately from the rest of the project.

RESPECTFULLY SUBMITTED,

Tim Street, Director

January 2024

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
RUNDELL ERNSTBERGER ASSOCIATES, INC.**

(Entered in this ____ day of _____, 2023)

WHEREAS, in May 2022 the City of Bloomington Department of Parks and Recreation (the “Department”) and Rundell Ernsterberger Associates, Inc. (“Contractor”) entered into an Agreement for design services related to the Bicentennial Gateway project, attached here as Exhibit B; and

WHEREAS, the 2022 Agreement states that additional Services or changes in Services not provided for in the 2022 Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred;

WHEREAS, the 2022 Agreement was set to expire on October 13, 2023, unless the parties agreed to extend the agreement;

WHEREAS, in October of 2023, the Parties agreed to extend the 2022 Agreement and to include additional services identified by the Department that the Contractor can provide.

NOW, THEREFORE, the Department and the Contractor mutually agree to the following:

Article 1. Scope of Services: To amend the 2022 Agreement to reflect that the Contractor will complete the Scope of Services listed in the attached Exhibit A.

Article 4. Compensation: To amend the 2022 Agreement to reflect the additional charge of forty-two thousand three hundred dollars (\$42,300), for a total amount not to exceed one hundred and seventy-six thousand two hundred and twenty-five dollars (\$176,225).

Article 6. Schedule: To amend the 2022 Agreement to reflect an extension in the timeline for Contractor to complete the Scope of Services provided in Exhibit A through December 31, 2024.

Any provisions of the 2022 Agreement not modified by this Addendum remain in full force and effect. The parties mutually agree that this addendum, any other properly-executed addendums and the original contract represent the entirety of their agreement.

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

CITY OF BLOOMINGTON

RUNDELL ERNSTBERGER ASSOCIATES, INC.

Tim Street, Interim Director
Parks and Recreation Department

Signature

Kathleen Mills, Park Board President
Board of Park Commissioners

Name, Title

DocuSigned by:


FB7CQA5D656347...
Beth Cate, Corporation Counsel

EXHIBIT B

ADDITIONAL SCOPE OF WORK

Task 1: Design Development

1. **Scope:** Advance the previous gateway design (limestone wall with lettering) up to a DD-level of completion (foundation, stone layout/finishes, lettering materials, lighting, etc.) to include plans, elevations, sections, preliminary details. Includes coordination with stone and sign fabricators, subconsultants (electrical and structural engineer), two (2) design review meetings, one (1) public presentation.
2. **Est. Schedule:** 3-4 weeks
3. **Est. Fee:** \$13,900 (based on estimated 80-90 hours)

Task 2: Revisions to CD's/Technical Specs

1. **Scope:** Prepare updated/modified CD set that locates the gateway wall and updates the demo, layout, grading, electrical, and planting plans, details (gateway, structural, electrical), schedules, and cover sheet. Update technical specifications. Two (2) design review meetings.
2. **Est. Schedule:** 4-5 weeks
3. **Est. Fee:** \$18,200 (based on estimated 115-125 hours)

Task 3: Construction Administration

1. **Scope:** Review/approval of shop drawings for gateway stone and sign
2. **Est. Schedule:** (concurrent with construction phase)
3. **Est. Fee:** \$5,400 (based on estimated 35-40 hours)

Task 4: Bidding Services (Optional)

1. **Scope:** Prepare an additional bid package to include drawings, specifications, front end documents, etc. and submit to City for bidding. Attend pre-bid meeting, issue responses to bidders' questions during bidding, review bids and provide recommendation to City.
2. **Est. Schedule:** 4-6 weeks
3. **Est. Fee:** \$4,800 (based on estimated 30-35 hours)

Total Est. Schedule to prepare revisions: 7-9 weeks

Total Est. Fees: \$42,300

STAFF REPORT

D1 Agenda item

Admin. Approval: TS
Date: 1/18/24

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: January 23, 2024
SUBJECT: Tree Commission Report 2023

Recommendation

N/A This report is for informational purposes only

Background

The Tree Commission accomplished a few different things over the past year including: a revamp of our approved and prohibited species lists for the unified development ordinance, as well as a total reconstruction of the 5th edition of the tree care manual as well as providing consultation and guidance on several planning and engineering projects. Here with me is a member of the Tree commission to go into a little more detail about the past year.

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester