



**AGENDA**

City of Bloomington Board of Park Commissioners  
 Regular Meeting: Tuesday, March 26 2024 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 February 27, 2024                                      |                |
| A-2  | Approval of Claims Submitted February 27, 2024 through March 25, 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 Contract with Woods Electric for EV Charging Station Installation | Hsiung Marler  |
| A-8  | Approval of Partnership Agreement with Monroe County Civic Theater            | Crystal Ritter |
| A-9  | Approval of Addendum with Marshall Security for Federal Funding Terms         | Tim Street     |
| A-10 | Approval of Contract with Marshall Security for Farmer’s Market Security      | Clarence Boone |
| A-11 | Approval of Partnership with Monroe County Special Olympics                   | Amy Shrake     |
| A-12 | Approval of Updated Service Agreement with KCI                                | Joanna Sparks  |

**B. PUBLIC HEARINGS/APPEARANCES**

|     |                                     |               |
|-----|-------------------------------------|---------------|
| B-1 | Bravo Award – Alice Leake           | Emily Buuck   |
| B-2 | Parks Partner Award                 | (none)        |
| B-3 | Staff Introductions – Amy Leyenbeck | Amy Leyenbeck |

**C. OTHER BUSINESS**

|     |  |                |
|-----|--|----------------|
| C-1 | Tree Appeal for 1101 E. Hunter St.   | Haskell Smith  |
| C-2 | Approval of Resolution 2024-003 for Lease and Financing Agreement for 2024 Golf Carts                        | Satoshi Kido   |
| C-3 | Approval of Contract with Tommy D’s Windows, Doors & More for Garage Door Replacement at Winslow Sports Park | Scott Pederson |
| C-4 | Approval of Contract with HFI for Switchyard Park Maintenance Building HVAC Replacement                      | Amy Leyenbeck  |
| C-5 | Approval of Contract with HFI for Switchyard Park Preventive Maintenance                                     | Hsiung Marler  |
| C-6 | Approval of Contract with Bluestone for Tree Nursery Improvements  | Haskell Smith  |
| C-7 | Approval of Contract with Morin’s Landscaping for 2024 Powerline Tree Planting Project                       | Haskell Smith  |
| C-8 | Approval of Updated Six Park Policies #1070, #7140, #9050, #11080, #11120, #13040                            | Leslie Brinson |

**D. REPORTS**

|     |   |               |
|-----|---|---------------|
| D-1 | Environmental Resource Advisory Committee 2023 Report       | Rebecca Swift |
| D-2 | Report on Turf Installation at Twin Lakes Recreation Center | Daren Eads    |

**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](mailto:tim.street@bloomington.in.gov)).*

The meeting may accessed virtually at the following link:

<https://bloomington.zoom.us/j/81477070676?pwd=Tn9j9XQp1i7uhlZRbaK1raJtkKIpmZ.1>

Meeting ID: 814 7707 0676  
 Passcode: 122373



A-1 March 26, 2024  
 Minutes  
 City of Bloomington Board of Park Commissioners  
 Regular Meeting: Tuesday, February 27, 2023 4:00 – 5:30 p.m.  
 Council Chambers, 401 N Morton St, Bloomington, IN

**CALL TO ORDER - ROLL CALL**  
**The meeting was called to order by Kathleen Mills at 4:01 pm**  
**Present: Kathleen Mills, Ellen Rodkey, Israel Herrera and Jim Whitlatch**

**A. CONSENT CALENDAR**

|      |   |
|------|---|
| A-1  | Approval of Minutes of January 23, 2024                                       |
| A-2  | Approval of Claims Submitted January 23, 2024 through February 23, 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 Service Agreement with Mother Nature Landscaping                  |
| A-8  | Approval of Contract with Oscar Roofing for gutter repairs at Switchyard Park |
| A-9  | Approval of Service Agreement with KCI for Crestmont Park Invasive Management |
| A-10 | Approval of Addendum with Jack Laurie Group for TLRC Court Resurfacing        |
| A-11 | Approval of Performance and Entertainment Agreement Template                  |
| A-12 | Approval of Farmer’s Market Food & Beverage and Food Truck Agreement Template |
| A-13 | Approval of Partnership Agreement with Bloomington Junior League Baseball     |
| A-14 | Approval of Partnership Agreement with Monroe County Senior League Baseball   |
| A-15 | Approval of Concession Partnership Agreement for Winslow Sports Park          |
| A-16 | Approval of Partnership Agreement with Otto’s Parking Marking                 |
| A-17 | Approval of Partnership Agreement with Bloomington Symphony Orchestra         |
| A-18 | Approval of Indemnification Agreement for Eclipse Event Parking               |
| A-19 | Approval of Revised Partnership Agreement with MC-IRIS                        |

*Ellen Rodkey* made a motion to approve the Consent Calendar. *Jim Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

**B. PUBLIC HEARINGS/APPEARANCES**

|     |  |
|-----|--|
| B-1 | Bravo Award - Emily Buuck, Community Relations Coordinator presented Dave and Sherrie Everton with the February Bravo Award, for their hard work at Parks community events as Santa and Mrs. Claus. They had interacted with thousand of kids and families over the years, Frank Southern Center Ice Arena’s event, Skate with Santa, the Holiday Market, and the Alison Jukebox’s event, Sensory Santa. Staff greatly appreciated the volunteer hours, and amazing job they provided at so many events.   |
| B-2 | Parks Partner Award - none   |
| B-3 | <p><b>Staff Introductions:</b><br/>         Caleb Poer had accepted the full time position of Digital Content Creator. Caleb had studied Political Science and Communications at Indiana University, and had previously been a seasonal pool employee. Caleb’s time in college had led to roles in digital space, where Caleb learned skills in social media management, graphic design, photography, video editing and community building. Caleb was excited for the opportunity to make a positive impact on the community through Parks and Recreation.</p> <p>Chloe Meredith had accepted an internship with Parks and Recreation department within the Natural Resource area. Chloe was in her fourth year at Indiana University pursuing a degree in Parks and Recreation and the Outdoors through the School of Public Health. Chloe hoped to make a positive impact on people’s relationships and knowledge of nature</p> <p>Claudia Westhafer had accepted an internship with Parks and Recreation department. Claudia was a senior at IU studying Public Relations. Claudia had previously worked two summers as a seasonal employee with Farmers’ Market.</p> |

|  |  |
|--|--|
|  | Payton Poulston had accepted an internship with PRD within Health and Wellness area. Payton was a senior at IU studying Community Health in the School of Public Health. Payton was excited to use what she had learned at college to help with Parks and Recreations initiatives. |
|--|--|

**C. OTHER BUSINESS**

|     |   |
|-----|---|
| C-1 | <p><b>Review/Approval of Contract with Green Dragon for 2024 primary site mowing.</b> Joanna Sparks, Urban Greenspace Manager presented the contract. To keep parks and properties in good condition for the community to enjoy, BPRD wished to have a professional contractor provide mowing and trimming services at 20 primary locations during the 2024 season. Staff recommended approval of the contract with Green Dragon, in an amount not to exceed \$108,405. Funding source would be from the Urban Greenspace General Fund.</p> <p><i>Ellen Rodkey</i> made a motion to approve the contract with Green Dragon for 2024 primary site mowing. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p>   |
| C-2 | <p><b>Review/Approval of Contract with 4 U Lawn and Landscaping for 2024 alternate site mowing.</b> Joanna Sparks, Urban Greenspace Manager presented the contract. To keep parks and properties in good condition for the community to enjoy, BPRD wished to have a professional contractor provided mowing and trimming services at sixteen alternate locations during the 2024 season. Staff recommended approval of the contract with 4 U Lawn and Landscaping in an amount not to exceed \$23,085. Funding source would be from the Urban Greenspace General Fund.</p> <p><i>Ellen Rodkey</i> made a motion to approve the contract with 4 U Lawn and Landscaping for 2024 alternate site mowing. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p>   |
| C-3 | <p><b>Approval of Contract with Eco Logic for Rogers Family Park Prairie Management.</b> Joanna Sparks, Urban Greenspace Manager presented the contract. In order to maintain the native prairie, BPRD wished to have a professional contractor preform prairie management at Rogers Family Park. Staff recommended approval of the contract with Eco Logic in an amount not to exceed \$6,091.26. The funding source would be from Urban Greenspace General Fund.</p> <p><i>Ellen Rodkey</i> made a motion to approve the contract with Eco Logic for prairie management. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p>   |
| C-4 | <p><b>Review/Approval of Contract with Centerstone for 2024 Services.</b> Hsiung Marler, Recreation Facilities General Manager presented the partnership. To assist with keeping parks and properties in good condition for the community to enjoy, BPRD wished to continue the partnership with Centerstone for contractual services. The partnership would provide Centerstone clients an opportunity to work for Centerstone on parks maintenances crews, and as Switchyard Park restroom monitors. Staff recommended approval of the partnership in an amount not to exceed \$120,000. Funding source would be from Operations, and Switchyard Park General Funds. Changes made to contract, dropped from four areas to two areas for contractual service.</p> <p><b>Board Comments:</b> <i>Kathleen Mills inquired:</i> the reason for the change to areas serviced. <i>Hsiung Marler responded:</i> was due to a change in structure.</p> <p><i>Ellen Rodkey</i> made a motion to approve the contract with Centerstone for 2024 contractual services. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p> |
| C-5 | <p><b>Review/Approval of Service Agreement with The Stables Events for portable toilet servicing.</b> Tim Street, Director presented the contract. BPRD wished to maintain portable toilets in good working conditions. Staff recommend approval of the contract with The Stables Events in an amount not to exceed \$12,000. Vendor would provide cleaning/pumping services for eleven department owned portable toilets, and provide rental, service, and cleaning at one location. Funding source would be Operations and Natural Resources General Fund.</p> <p><i>Ellen Rodkey</i> made a motion to approve the contract with The Stables Events. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p>   |
| C-6 | <p><b>Review/Approval of Service Agreement with Bluestone Tree for hazard tree removals.</b> Haskell Smith, Urban Forester presented the service agreement. To prevent undue harm or property damage, BPRD wished to have the ability to expedite services for time-sensitive hazardous tree and limb removal. Some areas were beyond the scope of what Urban Forestry staff could safely or expediently mitigate. Staff recommended approval of the contract with Bluestone Tree in an amount not to exceed \$25,000. Funding would be from Urban Forestry General Fund.</p> <p><i>Ellen Rodkey</i> made a motion to approve the contract with Bluestone Tree. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p>  |

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| C-7  | <p><b>Review/Approval of Service Agreement with JR Ellington for hazard tree removals.</b> Haskell Smith, Urban Forester presented the service agreement. To prevent undue harm or property damage, BPRD wished to have the ability to expedite services for time-sensitive hazardous trees and limb removal. Staff recommended approval of the contract with J.R. Ellington for tree removal and pruning services on an as needed basis. The contract would allow for swift storm response. Funding source would be from Urban Forestry General Fund in an amount not to exceed \$25,000.</p> <p><b>Board Comments:</b> <i>Jim Whitlatch inquired:</i> why two contracts with two different vendors. <i>Haskell Smith responded:</i> allowed for competitive bidding for emergency situations, and gave a backup if one vendor was not available. <i>Ellen Rodkey inquired:</i> if the 2023 budget for tree services was exceeded or depleted. <i>Haskell Smith responded:</i> approximately \$3,000 had been left in the 2023 budget.</p> <p><i>Ellen Rodkey</i> made a motion to approve the contract with J.R. Ellington. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p>  |
| C-8  | <p><b>Review/Approval of Appointment to Tree Commission</b> – Haskell Smith, Urban Forester presented the recommendation to the Tree Commission. Staff recommended reappointing George Hegeman to the Tree Commission. George had been an invaluable member of the Tree Commission with his assisting with grant writing, review of the Tree Care Manual and Title 20 as well as contributing in many other ways.</p> <p><i>Ellen Rodkey</i> made a motion to approve George Hegeman’s reappointment to the Tree Commission. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p>   |
| C-9  | <p><b>Review/Approval of Partnership Agreement with CanopyBloomington for 2024 Tree Tenders.</b> Haskell Smith, Urban Forester presented the partnership. BPRD wished to continue the partnership with CanopyBloomington. The purpose of the Agreement was to outline a program partnership, which would provide an opportunity for the CanopyBloomington Tree Tenders, to work for CanopyBloomington in BPRD parks. The employment placement program, was to train and educate teenagers about the benefits of trees, the necessity of proper tree care, and provide hands on applications of tree care practices. The language had been changed to include all ages in the program. Staff recommended approval of the partnership with CanopyBloomington. Funding source would be through ED-LIT 153-04-04000-53960 (ESD) in an amount not to exceed \$20,000.</p> <p><b>Board Comments:</b> <i>Ellen Rodkey inquired:</i> there were three people last year, would there be room for more. <i>Haskell Smith responded:</i> the goal had been to expand the program. CanopyBloomington had started recruitment</p> <p><i>Ellen Rodkey</i> made a motion to approve the partnership with CanopyBloomington. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p>   |
| C-10 | <p><b>Review/Approval of Partnership Agreement with Paso a Paso for Jaripeo Event.</b> Rebecca Swift, Natural Resources Coordinator presented the partnership. Bloomington Parks and Recreation and Paso a Paso wished to provide a free community event called Jaripeo for the general public. The purpose of the Agreement was to outline a program partnership, which would provide an event that would be a fun safe way for members of the Bloomington Community to engage in Latin culture through traditional dances and family centered activities by combining available resources from each partner. Staff recommend approval of the partnership with Paso a Paso. The event would be held at Switchyard Park in March of 2024.</p> <p><b>Board Comments:</b> <i>Israel Herrera inquired:</i> if there would be additional live events. <i>Rebecca Swift responded:</i> staff hoped to invite Paso a Paso to other events, such as the International Festival, that would be held in April. Staff hoped the Jaripeo Event would become an annual event at the park. <i>Israel Herrera inquired:</i> if the partnership was for just the one event in Switchyard Park. <i>Rebecca Swift responded:</i> that was correct, it was for just for the one event, with hopes of making it a bigger event next year. Staff would like to see the partnership expanded. <i>Israel Herrera inquired:</i> on the responsibility of recruitment. <i>Rebecca Swift responded:</i> they will help coordinated some of the vendors on site, as some of them would be other IU clubs and City Departments.</p> <p><i>Ellen Rodkey</i> made a motion to approve the partnership with Paso a Paso. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p> |
| C-11 | <p><b>Review/Approval of Partnership Agreement with Lake Monroe Sailing Association.</b> Hsiung Marler, Recreation Facilities General Manager presented the partnership. BPRD wished to provide an opportunity for the Bloomington Community to participate in a diverse sailing program. The partnership had been in existence since 1996. Changes to the partnership included Parks would keep \$41 per registration fee, a \$5 increase. Parks would provide a marketing brochure and space in program guide. Staff recommended approval of the partnership with Lake Monroe Sailing Association.</p>  |

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|                 | <p><i>Ellen Rodkey</i> made a motion to approve the partnership with Lake Monroe Sailing Association. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0.</p>  |
| C-12            | <p><b>Review/Approval of Concession Partnership Agreement for Twin Lakes Sports Park.</b> Scott Pedersen presented Partnership Agreement. BPRD owned and operated Twin Lakes Sports Park, and wished to enter into a partnership with Alicia Graves to operate the concession area at that location. The Agreement outlined the responsibilities of each party. Staff recommended approval of the partnership with Alicia Graves. Funds would be deposited in Adult Sports Concession Non-Reverting Fund.</p> <p><b>Board Comments:</b> <i>Ellen Rodkey inquired:</i> would the partnership be a new partnership. <i>Scott Pedersen responded,</i> yes, it would be the first year for the partnership. There was a similar partnership with Bloomington Baseball League at Winslow. <i>Kathleen Mills comment:</i> there had previously been concessions at Twin Lakes Sports Park. <i>Scott Pedersen responded:</i> yes, concessions had previously been sold at that location.</p> <p><i>Ellen Rodkey</i> made a motion to approve the partnership with Alicia Graves. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p> |
| C-13            | <p><b>Review/Approval of Partnership Agreement with Area 10 on Aging.</b> Becky Higgins Recreation Service Director presented the partnership agreement. BPRD wished to continue the partnership with Area 10 Agency on Aging. The agreement outlined a program to provide recreations services for senior citizens at the Endwright East Active Living Community Center. The goal of Endwright East would be to provide supportive community space for older adults with quality programming and social engagement. Staff recommended approval of the partnership. Funding for operations would be provided through Parks Administration General Fund, in an amount not to exceed \$20,000.</p> <p><i>Ellen Rodkey</i> made a motion to approve the contract with Area 10 on Aging. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p>  |
| C-14            | <p><b>Review/Approval of Pool Fee Waiver Application Process for 2024.</b> Kim Clapp, Office Manager presented the recommended updates. BPRD wished to provide a more equitable and assessable process for the Pool Fee Waiver Application. Staff recommended the following changes: dropping \$5.00 application fee, removing need for affidavit, use same financial requirements as Parks Foundation Scholarship, and provide an online application through CiviForm.</p> <p><i>Ellen Rodkey</i> made a motion to approve the Pool Fee Waiver process for 2024. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p>   |
| C-15            | <p><b>Review/Approval of B-Line Closure for Showers Plaza Repair.</b> Tim Street, Director presented the closure request. Due to a water main break in January, 2024, extensive damaged had been caused to paver hardscape surrounding the Showers Plaza and a portion of the B-Line Trail. The City of Bloomington Utilities had coordinated a contractor to make necessary repairs. In order to ensure repairs could be completed for the opening of Farmers” Market, emergency repairs had been authorized to begin in February. The Board could weigh in on the closure, the detour, and the ongoing closure.</p> <p><b>Board comments:</b> <i>Israel Herrera inquired:</i> when did they begin working on the project. <i>Tim Street responded:</i> work began last week.</p> <p><i>Ellen Rodkey</i> made a motion to approve the closure for a portion of the B-Line Trail by the Showers Plaza for emergency repairs. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p>  |
| <del>C-16</del> | <p><del>Approval of Purchase Agreement with Midwest Golf &amp; Turf</del><br/>Kathleen Mills stated: item was removed from the February Agenda.</p>  |
| C-17            | <p><b>Review/Approval of Partnership Agreement with Bloomington Football Club.</b> Scott Pedersen, Youth Sports Coordinator presented the partnership agreement. BPRD wished to provide an opportunity for the Bloomington Community to participate in a diverse youth soccer program. The Agreement outlines the responsibilities of both parties. Staff recommends approval of the partnership with Bloomington Football Club. Revenue from partnership was estimated approximately \$11,000 hourly field rentals in 2024.</p> <p><i>Ellen Rodkey</i> made a motion to approve the partnership with Bloomington Football Club. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0</p>  |

#### D. REPORT

None

#### E. PUBLIC COMMENT

E.1 *Kathleen Mills* opened the floor to public comments. No comments were received.

Tim Street, Director commented: Next Park Board meeting is scheduled for Tuesday, March 26, 2024.

**ADJOURNMENT**

Meeting adjourned at 4:43 pm.

Respectfully Submitted,



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Kim Clapp,  
Secretary Board of Park Commissioners

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

| Date:    | Type of Claim | FUND | Description | Bank Transfer | Amount     |
|----------|---------------|------|-------------|---------------|------------|
| 3/8/2024 | Payroll       |      |             |               | 179,164.50 |
|          |               |      |             |               | 179,164.50 |

### 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 \$ 179,164.50

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **year of 20**\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

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

Fiscal Officer \_\_\_\_\_



# Board of Park Commissioners Claim Register

Invoice Date Range 03/02/24 - 03/15/24

| Vendor   | Invoice No.    | Invoice Description                                      | Status                | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date   | Invoice Amount         |                 |
|--|----------------|--|-----------------------|-------------|--------------|------------|------------|---------------|--|------------------------|-----------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>     |                |  |                       |             |              |            |            |               |  |                        |                 |
| Department <b>18 - Parks &amp; Recreation</b>          |                |  |                       |             |              |            |            |               |  |                        |                 |
| Program <b>181000 - Administration</b>                 |                |  |                       |             |              |            |            |               |  |                        |                 |
| Account <b>52110 - Office Supplies</b>                 |                |  |                       |             |              |            |            |               |  |                        |                 |
| 5099 - Office Three Sixty, INC                         | 2823222B1      | 18-Main Office Calendar                                  | Paid by EFT # 57842   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024   | 25.47                  |                 |
| 5099 - Office Three Sixty, INC                         | 2823222        | 18-Main Office Calendar, Cardstock Paper, POS Slip Paper | Paid by EFT # 57842   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024   | 49.40                  |                 |
|  |                |  |                       |             |              |            |            |               | Account <b>52110 - Office Supplies</b> Totals        | Invoice Transactions 2 | <u>\$74.87</u>  |
| Account <b>53910 - Dues and Subscriptions</b>          |                |  |                       |             |              |            |            |               |  |                        |                 |
| 53273 - National Recreation & Park Association (NRPA)  | 20194518       | 18- CAPRA 2024 Annual Accreditation Fee-4/1/24-3/31/25   | Paid by EFT # 57837   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024   | 500.00                 |                 |
|  |                |  |                       |             |              |            |            |               | Account <b>53910 - Dues and Subscriptions</b> Totals | Invoice Transactions 1 | <u>\$500.00</u> |
|  |                |  |                       |             |              |            |            |               | Program <b>181000 - Administration</b> Totals        | Invoice Transactions 3 | <u>\$574.87</u> |
| Program <b>181100 - Marketing</b>                      |                |  |                       |             |              |            |            |               |  |                        |                 |
| Account <b>52420 - Other Supplies</b>                  |                |  |                       |             |              |            |            |               |  |                        |                 |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) | 13QC-M7RG-GHHY | 18-Mouse and Stylus Pen for Digital Content Coordinator  | Paid by EFT # 57719   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024   | 86.98                  |                 |
|  |                |  |                       |             |              |            |            |               | Account <b>52420 - Other Supplies</b> Totals         | Invoice Transactions 1 | <u>\$86.98</u>  |
| Account <b>52430 - Uniforms and Tools</b>              |                |  |                       |             |              |            |            |               |  |                        |                 |
| 5695 - 1818 Apparel Co., INC (dba Freethink AppareI)   | 17589          | 18-BPRD Staff T-shirts (Heather Green) (45)              | Paid by EFT # 57710   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024   | 26.00                  |                 |
|  |                |  |                       |             |              |            |            |               | Account <b>52430 - Uniforms and Tools</b> Totals     | Invoice Transactions 1 | <u>\$26.00</u>  |
| Account <b>53310 - Printing</b>                        |                |  |                       |             |              |            |            |               |  |                        |                 |
| 3892 - Midwest Color Printing, INC                     | INV-20333PARKS | 18-business cards Caleb Poer #250                        | Paid by EFT # 57826   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024   | 64.83                  |                 |
| 3892 - Midwest Color Printing, INC                     | INV-20323PARKS | 18-business cards Tim Street #250                        | Paid by EFT # 57826   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024   | 65.14                  |                 |
| 2895 - Rapid Reproductions, INC                        | 115082         | 18-Walk With Ease teaching posters #38                   | Paid by EFT # 57861   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024   | 190.00                 |                 |
|  |                |  |                       |             |              |            |            |               | Account <b>53310 - Printing</b> Totals               | Invoice Transactions 3 | <u>\$319.97</u> |
| Account <b>53910 - Dues and Subscriptions</b>          |                |  |                       |             |              |            |            |               |  |                        |                 |
| 3560 - First Financial Bank / Credit Cards             | MLJS3MX3L1     | 18- Caption Pro Media Video Tool Yearly                  | Paid by Check # 78099 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024   | 69.54                  |                 |
|  |                |  |                       |             |              |            |            |               | Account <b>53910 - Dues and Subscriptions</b> Totals | Invoice Transactions 1 | <u>\$69.54</u>  |
|  |                |  |                       |             |              |            |            |               | Program <b>181100 - Marketing</b> Totals             | Invoice Transactions 6 | <u>\$502.49</u> |





# Board of Park Commissioners Claim Register

Invoice Date Range 03/02/24 - 03/15/24

| Vendor   | Invoice No.      | Invoice Description                                  | Status                | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date           | Invoice Amount    |
|--|------------------|--|-----------------------|-------------|--------------|------------|--|---------------|------------------------|-------------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>     |                  |  |                       |             |              |            |  |               |                        |                   |
| Department <b>18 - Parks &amp; Recreation</b>          |                  |  |                       |             |              |            |  |               |                        |                   |
| Program <b>182001 - Aquatics - Bryan Pool</b>          |                  |  |                       |             |              |            |  |               |                        |                   |
| Account <b>53510 - Electrical Services</b>             |                  |  |                       |             |              |            |  |               |                        |                   |
| 223 - Duke Energy                                      | 030624-ParksDuke | 18- Electric Charges January 2024 various locations  | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024   |               | 03/06/2024             | 343.46            |
|  |                  |  |                       |             |              |            | Account <b>53510 - Electrical Services</b> Totals    |               | Invoice Transactions 1 | <u>\$343.46</u>   |
|  |                  |  |                       |             |              |            | Program <b>182001 - Aquatics - Bryan Pool</b> Totals |               | Invoice Transactions 1 | <u>\$343.46</u>   |
| Program <b>182002 - Aquatics - Mills Pool</b>          |                  |  |                       |             |              |            |  |               |                        |                   |
| Account <b>52420 - Other Supplies</b>                  |                  |  |                       |             |              |            |  |               |                        |                   |
| 3560 - First Financial Bank / Credit Cards             | 228768           | 18- SunBelt Express-shipping for aquatic pool chairs | Paid by Check # 78099 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 693.52            |
|  |                  |  |                       |             |              |            | Account <b>52420 - Other Supplies</b> Totals         |               | Invoice Transactions 1 | <u>\$693.52</u>   |
| Account <b>53510 - Electrical Services</b>             |                  |  |                       |             |              |            |  |               |                        |                   |
| 223 - Duke Energy                                      | 030624-ParksDuke | 18- Electric Charges January 2024 various locations  | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024   |               | 03/06/2024             | 21.26             |
|  |                  |  |                       |             |              |            | Account <b>53510 - Electrical Services</b> Totals    |               | Invoice Transactions 1 | <u>\$21.26</u>    |
|  |                  |  |                       |             |              |            | Program <b>182002 - Aquatics - Mills Pool</b> Totals |               | Invoice Transactions 2 | <u>\$714.78</u>   |
| Program <b>182500 - Frank Southern Center</b>          |                  |  |                       |             |              |            |  |               |                        |                   |
| Account <b>52210 - Institutional Supplies</b>          |                  |  |                       |             |              |            |  |               |                        |                   |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) | 1Y66-3LXX-VGVJ   | 18-FSC Sanitary napkin bags                          | Paid by EFT # 57719   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 35.06             |
|  |                  |  |                       |             |              |            | Account <b>52210 - Institutional Supplies</b> Totals |               | Invoice Transactions 1 | <u>\$35.06</u>    |
| Account <b>52240 - Fuel and Oil</b>                    |                  |  |                       |             |              |            |  |               |                        |                   |
| 2708 - AmeriGas Propane, LP                            | 3161090149       | 18-FSC Zamboni Propane 02/16/24                      | Paid by EFT # 57722   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 139.06            |
| 2708 - AmeriGas Propane, LP                            | 3161476567       | 18-FSC Zamboni Propane 2-28-24                       | Paid by EFT # 57722   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 245.49            |
|  |                  |  |                       |             |              |            | Account <b>52240 - Fuel and Oil</b> Totals           |               | Invoice Transactions 2 | <u>\$384.55</u>   |
| Account <b>53510 - Electrical Services</b>             |                  |  |                       |             |              |            |  |               |                        |                   |
| 223 - Duke Energy                                      | 030624-ParksDuke | 18- Electric Charges January 2024 various locations  | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024   |               | 03/06/2024             | 7,486.52          |
|  |                  |  |                       |             |              |            | Account <b>53510 - Electrical Services</b> Totals    |               | Invoice Transactions 1 | <u>\$7,486.52</u> |
| Account <b>53630 - Machinery and Equipment Repairs</b> |                  |  |                       |             |              |            |  |               |                        |                   |
| 298 - Commercial Service Of Bloomington, INC           | S264448          | 18-FSC Blower motor and capacitor install party room | Paid by EFT # 57760   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 1,265.15          |



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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 <b>200 - Parks and Recreation Gen (S1301)</b>           |                   |  |                       |             |              |            |            |               |   |                        |                    |
| Department <b>18 - Parks &amp; Recreation</b>                |                   |  |                       |             |              |            |            |               |   |                        |                    |
| Program <b>182500 - Frank Southern Center</b>                |                   |  |                       |             |              |            |            |               |   |                        |                    |
| Account <b>53630 - Machinery and Equipment Repairs</b>       |                   |  |                       |             |              |            |            |               |   |                        |                    |
| 298 - Commercial Service Of Bloomington, INC                 | S264449           | 18-FSC Installation of phase monitor HVAC over ice pad         | Paid by EFT # 57760   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 918.18                 |                    |
|  |                   |  |                       |             |              |            |            |               | Account <b>53630 - Machinery and Equipment Repairs</b> Totals       | Invoice Transactions 2 | <u>\$2,183.33</u>  |
| Account <b>53920 - Laundry and Other Sanitation Services</b> |                   |  |                       |             |              |            |            |               |   |                        |                    |
| 6279 - Destiny Easton (I Shine Cleaning, LLC)                | 6340              | 18-FSC lobby/locker room bi weekly cleaning service - Feb 2024 | Paid by EFT # 57768   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 100.00                 |                    |
| 53657 - Plymate, INC   | 3240793           | 18-FSC Entry Rug Cleaning Service 02/20/24                     | Paid by EFT # 57852   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 70.73                  |                    |
|  |                   |  |                       |             |              |            |            |               | Account <b>53920 - Laundry and Other Sanitation Services</b> Totals | Invoice Transactions 2 | <u>\$170.73</u>    |
| Account <b>53990 - Other Services and Charges</b>            |                   |  |                       |             |              |            |            |               |   |                        |                    |
| 4170 - Comcast Cable Communications, INC                     | 1190548452021 324 | 18-FSC cable service 2/27-3/26/24                              | Paid by Check # 78079 |             | 03/06/2024   | 03/06/2024 | 03/06/2024 |               | 03/06/2024  | 126.55                 |                    |
|  |                   |  |                       |             |              |            |            |               | Account <b>53990 - Other Services and Charges</b> Totals            | Invoice Transactions 1 | <u>\$126.55</u>    |
|  |                   |  |                       |             |              |            |            |               | Program <b>182500 - Frank Southern Center</b> Totals                | Invoice Transactions 9 | <u>\$10,386.74</u> |
| Program <b>183500 - Golf Services</b>                        |                   |  |                       |             |              |            |            |               |   |                        |                    |
| Account <b>52320 - Motor Vehicle Repair</b>                  |                   |  |                       |             |              |            |            |               |   |                        |                    |
| 476 - Southern Indiana Parts, INC (Napa Auto Parts)          | 562096            | 18 - Cascades Spark Plugs                                      | Paid by EFT # 57875   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 8.76                   |                    |
|  |                   |  |                       |             |              |            |            |               | Account <b>52320 - Motor Vehicle Repair</b> Totals                  | Invoice Transactions 1 | <u>\$8.76</u>      |
| Account <b>52340 - Other Repairs and Maintenance</b>         |                   |  |                       |             |              |            |            |               |   |                        |                    |
| 4140 - Interstate All Battery Center of Bloomington, INC     | 1903302014456     | 18 - Cascades Batteries for Maint. Carts                       | Paid by EFT # 57794   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 131.90                 |                    |
|  |                   |  |                       |             |              |            |            |               | Account <b>52340 - Other Repairs and Maintenance</b> Totals         | Invoice Transactions 1 | <u>\$131.90</u>    |
| Account <b>52420 - Other Supplies</b>                        |                   |  |                       |             |              |            |            |               |   |                        |                    |
| 818 - Everywhere Signs, LLC                                  | 60465             | 18 - Cascades Logo Inground markers for tee boxes (27)         | Paid by EFT # 57774   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 3,240.00               |                    |
| 6262 - Koenig Equipment, INC                                 | P43020            | 18 - Cascades Blower and Trimmer                               | Paid by EFT # 57808   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 875.48                 |                    |
| 4458 - SiteOne Landscape Supply Holding, LLC                 | 137768471-002     | 18 - Cascades Golf Flags, Golf Cups, Rope Stakes               | Paid by EFT # 57873   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 1,383.50               |                    |
|  |                   |  |                       |             |              |            |            |               | Account <b>52420 - Other Supplies</b> Totals                        | Invoice Transactions 3 | <u>\$5,498.98</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 <b>200 - Parks and Recreation Gen (S1301)</b>     |                  |   |                       |             |              |            |            |   |                         |                   |
| Department <b>18 - Parks &amp; Recreation</b>          |                  |   |                       |             |              |            |            |   |                         |                   |
| Program <b>183500 - Golf Services</b>                  |                  |   |                       |             |              |            |            |   |                         |                   |
| Account <b>53510 - Electrical Services</b>             |                  |   |                       |             |              |            |            |   |                         |                   |
| 223 - Duke Energy                                      | 030624-ParksDuke | 18- Electric Charges January 2024 various locations | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024 |   | 03/06/2024              | 923.45            |
|  |                  |   |                       |             |              |            |            | Account <b>53510 - Electrical Services</b> Totals             | Invoice Transactions 1  | <u>923.45</u>     |
| Account <b>53610 - Building Repairs</b>                |                  |   |                       |             |              |            |            |   |                         |                   |
| 293 - J&S Locksmith Shop, INC                          | 254004           | 18 - Cascades Door Lock repair                      | Paid by EFT # 57799   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 70.00             |
|  |                  |   |                       |             |              |            |            | Account <b>53610 - Building Repairs</b> Totals                | Invoice Transactions 1  | <u>70.00</u>      |
| Account <b>53630 - Machinery and Equipment Repairs</b> |                  |   |                       |             |              |            |            |   |                         |                   |
| 8658 - Kleindorfer's Hardware LLC                      | 776689           | 18 - Cascades Hose Clamps, Fuses, Gas Can Spout     | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 78.68             |
| 6262 - Koenig Equipment, INC                           | P43021           | 18 - Cascades Nut and Chain                         | Paid by EFT # 57808   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 86.87             |
| 786 - Richard's Small Engine, INC                      | 531682           | 18 - Cascades Bar 14" DG 91 Series                  | Paid by EFT # 57863   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 29.99             |
| 4461 - Tieman Tire Co, of Bloomington, INC             | 20010433         | 18 - Cascades Tires Repair (3)                      | Paid by EFT # 57890   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 60.00             |
|  |                  |   |                       |             |              |            |            | Account <b>53630 - Machinery and Equipment Repairs</b> Totals | Invoice Transactions 4  | <u>\$255.54</u>   |
| Account <b>53990 - Other Services and Charges</b>      |                  |   |                       |             |              |            |            |   |                         |                   |
| 4046 - Heritage-Crystal Clean, INC                     | 18508050         | 18 - Cascades Parts Cleaning Service-2/14/24        | Paid by EFT # 57786   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 141.97            |
|  |                  |   |                       |             |              |            |            | Account <b>53990 - Other Services and Charges</b> Totals      | Invoice Transactions 1  | <u>\$141.97</u>   |
|  |                  |   |                       |             |              |            |            | Program <b>183500 - Golf Services</b> Totals                  | Invoice Transactions 12 | <u>\$7,030.60</u> |
| Program <b>184000 - Natural Resources</b>              |                  |   |                       |             |              |            |            |   |                         |                   |
| Account <b>52210 - Institutional Supplies</b>          |                  |   |                       |             |              |            |            |   |                         |                   |
| 4574 - John Deere Financial f.s.b. (Rural King)        | 151322           | 18- Handwarmers, Lighter, Matches, Jars, Tick Repel | Paid by Check # 78108 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 41.94             |
|  |                  |   |                       |             |              |            |            | Account <b>52210 - Institutional Supplies</b> Totals          | Invoice Transactions 1  | <u>\$41.94</u>    |
| Account <b>52340 - Other Repairs and Maintenance</b>   |                  |   |                       |             |              |            |            |   |                         |                   |
| 409 - Black Lumber Co. INC                             | 566272           | 18-Makita 18" saw chain 40V                         | Paid by EFT # 57736   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 24.49             |
|  |                  |   |                       |             |              |            |            | Account <b>52340 - Other Repairs and Maintenance</b> Totals   | Invoice Transactions 1  | <u>\$24.49</u>    |
| Account <b>52420 - Other Supplies</b>                  |                  |   |                       |             |              |            |            |   |                         |                   |
| 4574 - John Deere Financial f.s.b. (Rural King)        | 151322           | 18- Handwarmers, Lighter, Matches, Jars, Tick Repel | Paid by Check # 78108 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 42.39             |
|  |                  |   |                       |             |              |            |            | Account <b>52420 - Other Supplies</b> Totals                  | Invoice Transactions 1  | <u>\$42.39</u>    |



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|--|------------------|--|-----------------------|-------------|--------------|------------|------------|---------------|---|------------------------|-----------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>           |                  |  |                       |             |              |            |            |               |   |                        |                 |
| Department <b>18 - Parks &amp; Recreation</b>                |                  |  |                       |             |              |            |            |               |   |                        |                 |
| Program <b>184000 - Natural Resources</b>                    |                  |  |                       |             |              |            |            |               |   |                        |                 |
| Account <b>52430 - Uniforms and Tools</b>                    |                  |  |                       |             |              |            |            |               |   |                        |                 |
| 5695 - 1818 Apparel Co., INC (dba Freethink Apparel)         | 17589            | 18-BPRD Staff T-shirts (Heather Green) (45)                      | Paid by EFT # 57710   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 286.00                 |                 |
|  |                  |  |                       |             |              |            |            |               | Account <b>52430 - Uniforms and Tools</b> Totals                    | Invoice Transactions 1 | <u>286.00</u>   |
| Account <b>53160 - Instruction</b>                           |                  |  |                       |             |              |            |            |               |   |                        |                 |
| 3560 - First Financial Bank / Credit Cards                   | 8882511689       | 18- Eco Logic Conf. Edwards/Behrman/Field /Sparks/Cotter Feb Chg | Paid by Check # 78099 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 75.00                  |                 |
|  |                  |  |                       |             |              |            |            |               | Account <b>53160 - Instruction</b> Totals                           | Invoice Transactions 1 | <u>75.00</u>    |
| Account <b>53230 - Travel</b>                                |                  |  |                       |             |              |            |            |               |   |                        |                 |
| 7284 - Rebecca Jania   | ISR-022124       | 18-Parking Reimbursement Sustainability Resilience Conf Indy     | Paid by EFT # 57803   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 11.00                  |                 |
|  |                  |  |                       |             |              |            |            |               | Account <b>53230 - Travel</b> Totals                                | Invoice Transactions 1 | <u>11.00</u>    |
| Account <b>53510 - Electrical Services</b>                   |                  |  |                       |             |              |            |            |               |   |                        |                 |
| 223 - Duke Energy  | 030624-ParksDuke | 18- Electric Charges January 2024 various locations              | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024 |               | 03/06/2024  | 34.13                  |                 |
|  |                  |  |                       |             |              |            |            |               | Account <b>53510 - Electrical Services</b> Totals                   | Invoice Transactions 1 | <u>34.13</u>    |
| Account <b>53920 - Laundry and Other Sanitation Services</b> |                  |  |                       |             |              |            |            |               |   |                        |                 |
| 4175 - The Stables Events, LLC (Izzy's Rentals)              | 20096            | 18-Wapehani & Griffy Restroom Cleaning Services January 2024     | Paid by EFT # 57889   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 20.00                  |                 |
|  |                  |  |                       |             |              |            |            |               | Account <b>53920 - Laundry and Other Sanitation Services</b> Totals | Invoice Transactions 1 | <u>20.00</u>    |
|  |                  |  |                       |             |              |            |            |               | Program <b>184000 - Natural Resources</b> Totals                    | Invoice Transactions 8 | <u>\$534.95</u> |
| Program <b>184500 - Youth Services -Juke Box</b>             |                  |  |                       |             |              |            |            |               |   |                        |                 |
| Account <b>53510 - Electrical Services</b>                   |                  |  |                       |             |              |            |            |               |   |                        |                 |
| 223 - Duke Energy  | 030624-ParksDuke | 18- Electric Charges January 2024 various locations              | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024 |               | 03/06/2024  | 301.98                 |                 |
|  |                  |  |                       |             |              |            |            |               | Account <b>53510 - Electrical Services</b> Totals                   | Invoice Transactions 1 | <u>\$301.98</u> |
|  |                  |  |                       |             |              |            |            |               | Program <b>184500 - Youth Services -Juke Box</b> Totals             | Invoice Transactions 1 | <u>\$301.98</u> |
| Program <b>186500 - Community Events</b>                     |                  |  |                       |             |              |            |            |               |   |                        |                 |
| Account <b>52420 - Other Supplies</b>                        |                  |  |                       |             |              |            |            |               |   |                        |                 |
| 9148 - Office Easel LLC                                      | 106789A          | 18- Solar Eclipse Bracelets                                      | Paid by EFT # 57841   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 182.00                 |                 |
|  |                  |  |                       |             |              |            |            |               | Account <b>52420 - Other Supplies</b> Totals                        | Invoice Transactions 1 | <u>\$182.00</u> |
|  |                  |  |                       |             |              |            |            |               | Program <b>186500 - Community Events</b> Totals                     | Invoice Transactions 1 | <u>\$182.00</u> |



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|---|------------------|--|-----------------------|-------------|--------------|------------|--|----------------------|--------------|-------------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>          |                  |  |                       |             |              |            |  |                      |              |                   |
| Department <b>18 - Parks &amp; Recreation</b>               |                  |  |                       |             |              |            |  |                      |              |                   |
| Program <b>186503 - Community Events-Farmers' Market</b>    |                  |  |                       |             |              |            |  |                      |              |                   |
| Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> |                  |  |                       |             |              |            |  |                      |              |                   |
| 9135 - Austin Hochstetler (ZEC Eight Insights LLC)          | 1231             | 18- Farmers' Market Consultation Fee 02/28/24                | Paid by EFT # 57788   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |                      | 03/15/2024   | 1,094.60          |
|   |                  |  |                       |             |              |            | Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals | Invoice Transactions | 1            | <u>\$1,094.60</u> |
|   |                  |  |                       |             |              |            | Program <b>186503 - Community Events-Farmers' Market</b> Totals    | Invoice Transactions | 1            | <u>\$1,094.60</u> |
| Program <b>187001 - Adult Sports-Softball</b>               |                  |  |                       |             |              |            |  |                      |              |                   |
| Account <b>53510 - Electrical Services</b>                  |                  |  |                       |             |              |            |  |                      |              |                   |
| 223 - Duke Energy   | 030624-ParksDuke | 18- Electric Charges January 2024 various locations          | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024   |                      | 03/06/2024   | 1,515.09          |
|   |                  |  |                       |             |              |            | Account <b>53510 - Electrical Services</b> Totals                  | Invoice Transactions | 1            | <u>\$1,515.09</u> |
|   |                  |  |                       |             |              |            | Program <b>187001 - Adult Sports-Softball</b> Totals               | Invoice Transactions | 1            | <u>\$1,515.09</u> |
| Program <b>187202 - Youth Sports-Winslow</b>                |                  |  |                       |             |              |            |  |                      |              |                   |
| Account <b>52230 - Garage and Motor Supplies</b>            |                  |  |                       |             |              |            |  |                      |              |                   |
| 4140 - Interstate All Battery Center of Bloomington, INC    | 1903302014464    | 18- 2024 EZ-GO Golf Cart Battery for Winslow                 | Paid by EFT # 57794   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |                      | 03/15/2024   | 124.00            |
|   |                  |  |                       |             |              |            | Account <b>52230 - Garage and Motor Supplies</b> Totals            | Invoice Transactions | 1            | <u>\$124.00</u>   |
| Account <b>52310 - Building Materials and Supplies</b>      |                  |  |                       |             |              |            |  |                      |              |                   |
| 4574 - John Deere Financial f.s.b. (Rural King)             | 185592           | 18- 2024 Winslow Mole Killer, Chain & Hooks, Battery Charger | Paid by Check # 78108 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |                      | 03/15/2024   | 182.50            |
|   |                  |  |                       |             |              |            | Account <b>52310 - Building Materials and Supplies</b> Totals      | Invoice Transactions | 1            | <u>\$182.50</u>   |
| Account <b>52340 - Other Repairs and Maintenance</b>        |                  |  |                       |             |              |            |  |                      |              |                   |
| 8658 - Kleindorfer's Hardware LLC                           | 776217           | 18-two hoes  | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |                      | 03/15/2024   | 42.38             |
|   |                  |  |                       |             |              |            | Account <b>52340 - Other Repairs and Maintenance</b> Totals        | Invoice Transactions | 1            | <u>\$42.38</u>    |
| Account <b>53510 - Electrical Services</b>                  |                  |  |                       |             |              |            |  |                      |              |                   |
| 223 - Duke Energy   | 030624-ParksDuke | 18- Electric Charges January 2024 various locations          | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024   |                      | 03/06/2024   | 465.95            |
|   |                  |  |                       |             |              |            | Account <b>53510 - Electrical Services</b> Totals                  | Invoice Transactions | 1            | <u>\$465.95</u>   |
|   |                  |  |                       |             |              |            | Program <b>187202 - Youth Sports-Winslow</b> Totals                | Invoice Transactions | 4            | <u>\$814.83</u>   |
| Program <b>187208 - Youth Sports-Olcott</b>                 |                  |  |                       |             |              |            |  |                      |              |                   |
| Account <b>53210 - Telephone</b>                            |                  |  |                       |             |              |            |  |                      |              |                   |
| 223 - Duke Energy   | 030624-ParksDuke | 18- Electric Charges January 2024 various locations          | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024   |                      | 03/06/2024   | 126.45            |
|   |                  |  |                       |             |              |            | Account <b>53210 - Telephone</b> Totals                            | Invoice Transactions | 1            | <u>\$126.45</u>   |
|   |                  |  |                       |             |              |            | Program <b>187208 - Youth Sports-Olcott</b> Totals                 | Invoice Transactions | 1            | <u>\$126.45</u>   |



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Invoice Date Range 03/02/24 - 03/15/24

| Vendor  | Invoice No.      | Invoice Description  | Status                | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date  | Payment Date           | Invoice Amount    |
|---|------------------|--|-----------------------|-------------|--------------|------------|------------|--|------------------------|-------------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>        |                  |  |                       |             |              |            |            |  |                        |                   |
| Department <b>18 - Parks &amp; Recreation</b>             |                  |  |                       |             |              |            |            |  |                        |                   |
| Program <b>187500 - Banneker</b>                          |                  |  |                       |             |              |            |            |  |                        |                   |
| Account <b>52210 - Institutional Supplies</b>             |                  |  |                       |             |              |            |            |  |                        |                   |
| 8541 - Amazon.com Sales, INC<br>(Amazon.com Services LLC) | 1VMF-D9W4-1CF3   | 18-Floor Cleaner & Construction Paper for Banneker Center        | Paid by EFT # 57719   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024             | 40.16             |
|   |                  |  |                       |             |              |            |            | Account <b>52210 - Institutional Supplies</b> Totals | Invoice Transactions 1 | <u>40.16</u>      |
| Account <b>52420 - Other Supplies</b>                     |                  |  |                       |             |              |            |            |  |                        |                   |
| 8541 - Amazon.com Sales, INC<br>(Amazon.com Services LLC) | 1VMF-D9W4-1CF3   | 18-Floor Cleaner & Construction Paper for Banneker Center        | Paid by EFT # 57719   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024             | 37.72             |
| 4549 - Kroger Limited Partnership I                       | 084512           | 18-Banneker Event Supplies-2/29/24                               | Paid by Check # 78109 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024             | 78.85             |
| 5819 - Synchrony Bank                                     | 2075-021424      | 18-Banneker event supplies-2/14/24                               | Paid by Check # 78116 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024             | 22.24             |
|   |                  |  |                       |             |              |            |            | Account <b>52420 - Other Supplies</b> Totals         | Invoice Transactions 3 | <u>\$138.81</u>   |
| Account <b>53510 - Electrical Services</b>                |                  |  |                       |             |              |            |            |  |                        |                   |
| 223 - Duke Energy   | 030624-ParksDuke | 18- Electric Charges January 2024 various locations              | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024 |  | 03/06/2024             | 500.79            |
|   |                  |  |                       |             |              |            |            | Account <b>53510 - Electrical Services</b> Totals    | Invoice Transactions 1 | <u>\$500.79</u>   |
| Account <b>53610 - Building Repairs</b>                   |                  |  |                       |             |              |            |            |  |                        |                   |
| 392 - Koorsen Fire & Security, INC                        | IN00593504       | 18 Banneker backflow inspection                                  | Paid by EFT # 57810   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024             | 2,374.94          |
|   |                  |  |                       |             |              |            |            | Account <b>53610 - Building Repairs</b> Totals       | Invoice Transactions 1 | <u>\$2,374.94</u> |
| Account <b>53910 - Dues and Subscriptions</b>             |                  |  |                       |             |              |            |            |  |                        |                   |
| 3560 - First Financial Bank / Credit Cards                | 45430            | 18- Monroe Co Health Depart Food License Banneker Feb Chgs       | Paid by Check # 78099 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024             | 168.71            |
|   |                  |  |                       |             |              |            |            | Account <b>53910 - Dues and Subscriptions</b> Totals | Invoice Transactions 1 | <u>\$168.71</u>   |
|   |                  |  |                       |             |              |            |            | Program <b>187500 - Banneker</b> Totals              | Invoice Transactions 7 | <u>\$3,223.41</u> |
| Program <b>189000 - Operations</b>                        |                  |  |                       |             |              |            |            |  |                        |                   |
| Account <b>52210 - Institutional Supplies</b>             |                  |  |                       |             |              |            |            |  |                        |                   |
| 313 - Fastenal Company                                    | INBLM234269      | 18-OPS cleanser/disinfectant supplies-SYP-trash bags, gripper    | Paid by EFT # 57775   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024             | 5,020.82          |
| 313 - Fastenal Company                                    | INBLM234422      | 18-OPS Vending/PPE supplie - gloves, eyewear, disinfectant, batt | Paid by EFT # 57775   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024             | 252.57            |
| 313 - Fastenal Company                                    | INBLM234421      | 18-Six Grip N Grabs trash picker uppers                          | Paid by EFT # 57775   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024             | 117.12            |



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|--|-------------|--|-----------------------|-------------|--------------|------------|------------|---------------|---|-------------------------|-------------------|
| <b>Fund 200 - Parks and Recreation Gen (S1301)</b>     |             |  |                       |             |              |            |            |               |   |                         |                   |
| Department <b>18 - Parks &amp; Recreation</b>          |             |  |                       |             |              |            |            |               |   |                         |                   |
| Program <b>189000 - Operations</b>                     |             |  |                       |             |              |            |            |               |   |                         |                   |
| Account <b>52210 - Institutional Supplies</b>          |             |  |                       |             |              |            |            |               |   |                         |                   |
| 9269 - Ferguson Facilities Supply, HP Products #3400   | 0646096     | 18-OPS Custodial & PPE supplies/trash bags & cleaner             | Paid by EFT # 57776   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 2,823.41                |                   |
| 9269 - Ferguson Facilities Supply, HP Products #3400   | 0646096-1   | 18-(1) gal degreaser cleaner                                     | Paid by EFT # 57776   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 63.07                   |                   |
| 9269 - Ferguson Facilities Supply, HP Products #3400   | CM056214    | 18-OPS CREDIT-returned 11 cases of Steriphene Clean              | Paid by EFT # 57776   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | (731.85)                |                   |
| 4574 - John Deere Financial f.s.b. (Rural King)        | 225434      | 18-OPS Brooms, bleach, mops, etc. for custodial crew             | Paid by Check # 78108 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 398.20                  |                   |
| 8658 - Kleindorfer's Hardware LLC                      | 777458      | 18-BBQ spray paint-grills, paint for graffiti and cleaning su    | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 309.05                  |                   |
| 8658 - Kleindorfer's Hardware LLC                      | 776729      | 18-(4) spray paint sprayer                                       | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 27.96                   |                   |
| 8658 - Kleindorfer's Hardware LLC                      | 776961      | 18-OPS Paint tray/roller, power tools for graffiti & maintenance | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 796.19                  |                   |
|  |             |  |                       |             |              |            |            |               | Account <b>52210 - Institutional Supplies</b> Totals    | Invoice Transactions 10 | <u>\$9,076.54</u> |
| Account <b>52220 - Agricultural Supplies</b>           |             |  |                       |             |              |            |            |               |   |                         |                   |
| 8658 - Kleindorfer's Hardware LLC                      | 767397      | 18-Hardware to hang mural-screws, mirror hangers                 | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 14.03                   |                   |
|  |             |  |                       |             |              |            |            |               | Account <b>52220 - Agricultural Supplies</b> Totals     | Invoice Transactions 1  | <u>\$14.03</u>    |
| Account <b>52230 - Garage and Motor Supplies</b>       |             |  |                       |             |              |            |            |               |   |                         |                   |
| 8658 - Kleindorfer's Hardware LLC                      | 776543      | 18-(2)Spanner wrench for shop supplies                           | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 21.98                   |                   |
| 8658 - Kleindorfer's Hardware LLC                      | 776029      | 18-OPS Garage & motor supplies 4" draw hasp                      | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 9.29                    |                   |
| 476 - Southern Indiana Parts, INC (Napa Auto Parts)    | 562017      | 18-OPS Garage & motor supplies-Heavy Duty 30QT                   | Paid by EFT # 57875   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 39.48                   |                   |
| 476 - Southern Indiana Parts, INC (Napa Auto Parts)    | 563683      | 18-grinder, disd pads, tankweld repair kit                       | Paid by EFT # 57875   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 199.30                  |                   |
|  |             |  |                       |             |              |            |            |               | Account <b>52230 - Garage and Motor Supplies</b> Totals | Invoice Transactions 4  | <u>\$270.05</u>   |
| Account <b>52310 - Building Materials and Supplies</b> |             |  |                       |             |              |            |            |               |   |                         |                   |
| 409 - Black Lumber Co. INC                             | 565830      | 18-Tools (grinder/caulk gun) & batteries-faciliites maintenance  | Paid by EFT # 57736   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 734.82                  |                   |



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|--|-------------|--|-----------------------|-------------|--------------|------------|------------|---------------|---|------------------------|-----------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>     |             |  |                       |             |              |            |            |               |   |                        |                 |
| Department <b>18 - Parks &amp; Recreation</b>          |             |  |                       |             |              |            |            |               |   |                        |                 |
| Program <b>189000 - Operations</b>                     |             |  |                       |             |              |            |            |               |   |                        |                 |
| Account <b>52310 - Building Materials and Supplies</b> |             |  |                       |             |              |            |            |               |   |                        |                 |
| 8658 - Kleindorfer's Hardware LLC                      | 766734      | 18-Plumbing pipe, pipe sedant and pip wrench for truck #874      | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 62.23                  |                 |
|  |             |  |                       |             |              |            |            |               | Account <b>52310 - Building Materials and Supplies</b> Totals | Invoice Transactions 2 | <u>\$797.05</u> |
| Account <b>52340 - Other Repairs and Maintenance</b>   |             |  |                       |             |              |            |            |               |   |                        |                 |
| 50594 - Barry Company, INC                             | 092469      | 18-washbrook and urinal wax seal                                 | Paid by EFT # 57733   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 138.06                 |                 |
| 409 - Black Lumber Co. INC                             | 565550      | 18-Materials for trailer 893-treated lumber                      | Paid by EFT # 57736   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 69.47                  |                 |
| 409 - Black Lumber Co. INC                             | 566963      | 18-sump pump install kits (2)                                    | Paid by EFT # 57736   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 29.98                  |                 |
| 8658 - Kleindorfer's Hardware LLC                      | 777381      | 18-bolts, washers, etc for railing at Ferguson dog Park          | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 9.68                   |                 |
| 8658 - Kleindorfer's Hardware LLC                      | 776756      | 18-(4) bags of concrete  | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 36.00                  |                 |
| 8658 - Kleindorfer's Hardware LLC                      | 776758      | 18-Playground installation tools                                 | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 171.16                 |                 |
| 8658 - Kleindorfer's Hardware LLC                      | 776664      | 18-lompholder and cover, and bulb for Royer's Family Park Act    | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 21.48                  |                 |
| 786 - Richard's Small Engine, INC                      | 531503      | 18-OPS Replacement parts for groundskeeping equip- 2 oil filters | Paid by EFT # 57863   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 20.56                  |                 |
|  |             |  |                       |             |              |            |            |               | Account <b>52340 - Other Repairs and Maintenance</b> Totals   | Invoice Transactions 8 | <u>\$496.39</u> |
| Account <b>52420 - Other Supplies</b>                  |             |  |                       |             |              |            |            |               |   |                        |                 |
| 409 - Black Lumber Co. INC                             | 566903      | 18-sawzall blades for Bryan Park demo of playground              | Paid by EFT # 57736   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 15.98                  |                 |
| 313 - Fastenal Company                                 | INBLM234422 | 18-OPS Vending/PPE supplie - gloves, eyewear, disinfectant, batt | Paid by EFT # 57775   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 143.15                 |                 |
| 1537 - Indiana Door & Hardware Specialties, INC        | 1631AA      | 18-OPS Door lock set for Adams St. Barn side door                | Paid by Check # 78103 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 128.00                 |                 |
| 53442 - Paragon Micro, INC                             | S5147361    | 18-OPS HP Laserjet Pro MFP 4101fdn Printer for Adams St.         | Paid by EFT # 57845   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 352.99                 |                 |
|  |             |  |                       |             |              |            |            |               | Account <b>52420 - Other Supplies</b> Totals                  | Invoice Transactions 4 | <u>\$640.12</u> |





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|--|------------------|--|-----------------------|-------------|--------------|------------|------------|---|-------------------------|--------------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>           |                  |  |                       |             |              |            |            |   |                         |                    |
| Department <b>18 - Parks &amp; Recreation</b>                |                  |  |                       |             |              |            |            |   |                         |                    |
| Program <b>189000 - Operations</b>                           |                  |  |                       |             |              |            |            |   |                         |                    |
| Account <b>53230 - Travel</b>                                |                  |  |                       |             |              |            |            |   |                         |                    |
| 3560 - First Financial Bank / Credit Cards                   | 4224491739       | 18- River Link Bridge Toll Fees KY conf/training-Marotz          | Paid by Check # 78099 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 17.62              |
|  |                  |  |                       |             |              |            |            | Account <b>53230 - Travel</b> Totals                                | Invoice Transactions 1  | <u>\$17.62</u>     |
| Account <b>53510 - Electrical Services</b>                   |                  |  |                       |             |              |            |            |   |                         |                    |
| 223 - Duke Energy  | 030624-ParksDuke | 18- Electric Charges January 2024 various locations              | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024 |   | 03/06/2024              | 2,975.75           |
|  |                  |  |                       |             |              |            |            | Account <b>53510 - Electrical Services</b> Totals                   | Invoice Transactions 1  | <u>\$2,975.75</u>  |
| Account <b>53540 - Natural Gas</b>                           |                  |  |                       |             |              |            |            |   |                         |                    |
| 222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)     | 52409732-030524  | 18-Natural Gas Ops - 01/30/24-02/28/24                           | Paid by Check # 78088 |             | 03/06/2024   | 03/06/2024 | 03/06/2024 |   | 03/06/2024              | 267.12             |
|  |                  |  |                       |             |              |            |            | Account <b>53540 - Natural Gas</b> Totals                           | Invoice Transactions 1  | <u>\$267.12</u>    |
| Account <b>53640 - Hardware and Software Maintenance</b>     |                  |  |                       |             |              |            |            |   |                         |                    |
| 7239 - Azteca Systems Holdings, LLC                          | INV8119          | 18-Implementation of Cityworks sftwre pkg. for Ops Divi 2/16/24  | Paid by EFT # 57731   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 5,200.00           |
| 7239 - Azteca Systems Holdings, LLC                          | INV8141          | 18-Impl. of Cityworks software pkg.- Ops Div- 2/22/23-2/22/24    | Paid by EFT # 57731   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 10,800.00          |
| 7239 - Azteca Systems Holdings, LLC                          | INV8140          | 18-Impl software pkg. for Ops Division, mtg discuss cross domain | Paid by EFT # 57731   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 200.00             |
|  |                  |  |                       |             |              |            |            | Account <b>53640 - Hardware and Software Maintenance</b> Totals     | Invoice Transactions 3  | <u>\$16,200.00</u> |
| Account <b>53920 - Laundry and Other Sanitation Services</b> |                  |  |                       |             |              |            |            |   |                         |                    |
| 4175 - The Stables Events, LLC (Izzy's Rentals)              | 20097            | 18-Year-round pumping/cleaning of (9) port-a-let units Feb 2024  | Paid by EFT # 57889   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024              | 640.00             |
|  |                  |  |                       |             |              |            |            | Account <b>53920 - Laundry and Other Sanitation Services</b> Totals | Invoice Transactions 1  | <u>\$640.00</u>    |
| Account <b>53950 - Landfill</b>                              |                  |  |                       |             |              |            |            |   |                         |                    |
| 2260 - Republic Services, INC                                | 0694-003324972   | 18- Landfill Ops - Adams 02/01/24-02/29/24                       | Paid by EFT # 57703   |             | 03/06/2024   | 03/06/2024 | 03/06/2024 |   | 03/06/2024              | 977.94             |
|  |                  |  |                       |             |              |            |            | Account <b>53950 - Landfill</b> Totals                              | Invoice Transactions 1  | <u>\$977.94</u>    |
|  |                  |  |                       |             |              |            |            | Program <b>189000 - Operations</b> Totals                           | Invoice Transactions 37 | <u>\$32,372.61</u> |



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|--|------------------|---|-----------------------|-------------|--------------|------------|---|---------------|-------------------------|--------------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>           |                  |   |                       |             |              |            |   |               |                         |                    |
| Department <b>18 - Parks &amp; Recreation</b>                |                  |   |                       |             |              |            |   |               |                         |                    |
| Program <b>189006 - Switchyard Property</b>                  |                  |   |                       |             |              |            |   |               |                         |                    |
| Account <b>52210 - Institutional Supplies</b>                |                  |   |                       |             |              |            |   |               |                         |                    |
| 51857 - Flex-Pac, INC  | I354762          | 18-SYP Institutional Supplies-microfiber cloths, jumbo tissue   | Paid by Check # 78102 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024              | 340.79             |
|  |                  |   |                       |             |              |            | Account <b>52210 - Institutional Supplies</b> Totals                |               | Invoice Transactions 1  | <u>\$340.79</u>    |
| Account <b>52310 - Building Materials and Supplies</b>       |                  |   |                       |             |              |            |   |               |                         |                    |
| 4574 - John Deere Financial f.s.b. (Rural King)              | 225950           | 18-SYP Paint to cover vandalism                                 | Paid by Check # 78108 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024              | 13.48              |
| 7433 - Jane Trunsky (Crown Products, LLC)                    | 126463           | 18- SYP Dog Waste Bags and Sign                                 | Paid by EFT # 57894   |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024              | 508.78             |
|  |                  |   |                       |             |              |            | Account <b>52310 - Building Materials and Supplies</b> Totals       |               | Invoice Transactions 2  | <u>\$522.26</u>    |
| Account <b>52420 - Other Supplies</b>                        |                  |   |                       |             |              |            |   |               |                         |                    |
| 8658 - Kleindorfer's Hardware LLC                            | 776952           | 18-Can of air duster  | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024              | 7.99               |
|  |                  |   |                       |             |              |            | Account <b>52420 - Other Supplies</b> Totals                        |               | Invoice Transactions 1  | <u>\$7.99</u>      |
| Account <b>52430 - Uniforms and Tools</b>                    |                  |   |                       |             |              |            |   |               |                         |                    |
| 5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)        | 17589            | 18-BPRD Staff T-shirts (Heather Green) (45)                     | Paid by EFT # 57710   |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024              | 195.00             |
|  |                  |   |                       |             |              |            | Account <b>52430 - Uniforms and Tools</b> Totals                    |               | Invoice Transactions 1  | <u>\$195.00</u>    |
| Account <b>53510 - Electrical Services</b>                   |                  |   |                       |             |              |            |   |               |                         |                    |
| 223 - Duke Energy  | 030624-ParksDuke | 18- Electric Charges January 2024 various locations             | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024  |               | 03/06/2024              | 2,992.61           |
|  |                  |   |                       |             |              |            | Account <b>53510 - Electrical Services</b> Totals                   |               | Invoice Transactions 1  | <u>\$2,992.61</u>  |
| Account <b>53610 - Building Repairs</b>                      |                  |   |                       |             |              |            |   |               |                         |                    |
| 1537 - Indiana Door & Hardware Specialties, INC              | 1633AA           | 18-SYP Urgent Door Repair                                       | Paid by Check # 78103 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024              | 90.00              |
|  |                  |   |                       |             |              |            | Account <b>53610 - Building Repairs</b> Totals                      |               | Invoice Transactions 1  | <u>\$90.00</u>     |
| Account <b>53920 - Laundry and Other Sanitation Services</b> |                  |   |                       |             |              |            |   |               |                         |                    |
| 8658 - Kleindorfer's Hardware LLC                            | 776201           | 18 SYP Misc Hardware - door holder, No Smoking signs, Flat tire | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024              | 50.92              |
| 53657 - Plymate, INC   | 3241192          | 18-SYP Vestibule Rug Service-2/21/24                            | Paid by EFT # 57852   |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024              | 114.33             |
|  |                  |   |                       |             |              |            | Account <b>53920 - Laundry and Other Sanitation Services</b> Totals |               | Invoice Transactions 2  | <u>\$165.25</u>    |
| Account <b>53990 - Other Services and Charges</b>            |                  |   |                       |             |              |            |   |               |                         |                    |
| 6330 - Marshall Security LLC                                 | 3258             | 18-SYP Security Services - February 2024                        | Paid by EFT # 57822   |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024              | 9,343.80           |
|  |                  |   |                       |             |              |            | Account <b>53990 - Other Services and Charges</b> Totals            |               | Invoice Transactions 1  | <u>\$9,343.80</u>  |
|  |                  |   |                       |             |              |            | Program <b>189006 - Switchyard Property</b> Totals                  |               | Invoice Transactions 10 | <u>\$13,657.70</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 <b>200 - Parks and Recreation Gen (S1301)</b> |                  |  |                       |             |              |            |            |               |   |                        |                   |
| Department <b>18 - Parks &amp; Recreation</b>      |                  |  |                       |             |              |            |            |               |   |                        |                   |
| Program <b>189500 - Landscaping</b>                |                  |  |                       |             |              |            |            |               |   |                        |                   |
| Account <b>52220 - Agricultural Supplies</b>       |                  |  |                       |             |              |            |            |               |   |                        |                   |
| 3735 - Bluestone Tree, INC.                        | 14152            | 18 - UGS 80 yards premium mulch delivered to Ops                 | Paid by EFT # 57740   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 1,150.00               |                   |
| 4568 - Forestry Suppliers, INC                     | 506555-00        | 18 - UGS tick repellent for staff, UGS 2 backpack sprayers & 2 p | Paid by EFT # 57777   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 257.06                 |                   |
| 9173 - Van Diest Supply Company                    | 105793           | 18 - UGS 2024 herbicide order - Snapshot 2.5 TG                  | Paid by EFT # 57899   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 205.00                 |                   |
| 9173 - Van Diest Supply Company                    | 105795           | 18 - UGS 2024 herbicide order - Habitat Herbicide                | Paid by EFT # 57899   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 557.00                 |                   |
| 9173 - Van Diest Supply Company                    | 105794           | 18 - UGS 2024 herbicide order - Aquaneat, Pathfinder, Galon      | Paid by EFT # 57899   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 2,777.50               |                   |
|  |                  |  |                       |             |              |            |            |               | Account <b>52220 - Agricultural Supplies</b> Totals | Invoice Transactions 5 | <u>\$4,946.56</u> |
| Account <b>52420 - Other Supplies</b>              |                  |  |                       |             |              |            |            |               |   |                        |                   |
| 4568 - Forestry Suppliers, INC                     | 506555-00        | 18 - UGS tick repellent for staff, UGS 2 backpack sprayers & 2 p | Paid by EFT # 57777   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 475.95                 |                   |
| 8658 - Kleindorfer's Hardware LLC                  | 776271           | 18 - UGS grounds maintenance supplies. female barb               | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 2.39                   |                   |
|  |                  |  |                       |             |              |            |            |               | Account <b>52420 - Other Supplies</b> Totals        | Invoice Transactions 2 | <u>\$478.34</u>   |
| Account <b>53160 - Instruction</b>                 |                  |  |                       |             |              |            |            |               |   |                        |                   |
| 3560 - First Financial Bank / Credit Cards         | 8882511689       | 18- Eco Logic Conf. Edwards/Behrman/Field /Sparks/Cotter Feb Chg | Paid by Check # 78099 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |               | 03/15/2024  | 300.00                 |                   |
|  |                  |  |                       |             |              |            |            |               | Account <b>53160 - Instruction</b> Totals           | Invoice Transactions 1 | <u>\$300.00</u>   |
|  |                  |  |                       |             |              |            |            |               | Program <b>189500 - Landscaping</b> Totals          | Invoice Transactions 8 | <u>\$5,724.90</u> |
| Program <b>189501 - Cemeteries</b>                 |                  |  |                       |             |              |            |            |               |   |                        |                   |
| Account <b>53510 - Electrical Services</b>         |                  |  |                       |             |              |            |            |               |   |                        |                   |
| 223 - Duke Energy                                  | 030624-ParksDuke | 18- Electric Charges January 2024 various locations              | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024 |               | 03/06/2024  | 454.98                 |                   |
|  |                  |  |                       |             |              |            |            |               | Account <b>53510 - Electrical Services</b> Totals   | Invoice Transactions 1 | <u>\$454.98</u>   |
|  |                  |  |                       |             |              |            |            |               | Program <b>189501 - Cemeteries</b> Totals           | Invoice Transactions 1 | <u>\$454.98</u>   |



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Invoice Date Range 03/02/24 - 03/15/24

| Vendor   | Invoice No. | Invoice Description                                     | Status                | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date   | Payment Date             | Invoice Amount     |
|--|-------------|---|-----------------------|-------------|--------------|------------|------------|---|--------------------------|--------------------|
| <b>Fund 200 - Parks and Recreation Gen (S1301)</b>     |             |   |                       |             |              |            |            |   |                          |                    |
| Department <b>18 - Parks &amp; Recreation</b>          |             |   |                       |             |              |            |            |   |                          |                    |
| Program <b>189503 - Urban Forestry</b>                 |             |   |                       |             |              |            |            |   |                          |                    |
| Account <b>52310 - Building Materials and Supplies</b> |             |   |                       |             |              |            |            |   |                          |                    |
| 365 - Rogers Group, INC                                | 0713014671  | 18-UF #2 stone fill #2 stone 1 unit                     | Paid by EFT # 57867   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024               | 26.25              |
|  |             |   |                       |             |              |            |            | Account <b>52310 - Building Materials and Supplies</b> Totals | Invoice Transactions 1   | <u>\$26.25</u>     |
| Account <b>52410 - Books</b>                           |             |   |                       |             |              |            |            |   |                          |                    |
| 3560 - First Financial Bank / Credit Cards             | 1285162     | 18- ISA Arboriculture books                             | Paid by Check # 78099 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024               | 179.29             |
|  |             |   |                       |             |              |            |            | Account <b>52410 - Books</b> Totals                           | Invoice Transactions 1   | <u>\$179.29</u>    |
| Account <b>52420 - Other Supplies</b>                  |             |   |                       |             |              |            |            |   |                          |                    |
| 4660 - A.M. Leonard, INC                               | CI24007345  | 18-UF - 3 Handsaws                                      | Paid by EFT # 57712   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024               | 145.80             |
| 8658 - Kleindorfer's Hardware LLC                      | 776642      | 18-(1) dust maks, (3) flapper sanding wheel             | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024               | 18.46              |
| 8658 - Kleindorfer's Hardware LLC                      | 777463      | 18-Wood glue  | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024               | 30.19              |
| 8658 - Kleindorfer's Hardware LLC                      | 776175      | 18-UF Misc Supplies dowel rod                           | Paid by EFT # 57807   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024               | 1.89               |
| 786 - Richard's Small Engine, INC                      | 531502      | 18-(2) screw chain tensioner                            | Paid by EFT # 57863   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024               | 19.98              |
| 786 - Richard's Small Engine, INC                      | 531757      | 18-(1) cutting system spare part kit                    | Paid by EFT # 57863   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024               | 299.99             |
|  |             |   |                       |             |              |            |            | Account <b>52420 - Other Supplies</b> Totals                  | Invoice Transactions 6   | <u>\$516.31</u>    |
|  |             |   |                       |             |              |            |            | Program <b>189503 - Urban Forestry</b> Totals                 | Invoice Transactions 8   | <u>\$721.85</u>    |
|  |             |   |                       |             |              |            |            | Department <b>18 - Parks &amp; Recreation</b> Totals          | Invoice Transactions 121 | <u>\$80,278.29</u> |
|  |             |   |                       |             |              |            |            | Fund <b>200 - Parks and Recreation Gen (S1301)</b> Totals     | Invoice Transactions 121 | <u>\$80,278.29</u> |
| <b>Fund 201 - Parks and Rec Non Reverting</b>          |             |   |                       |             |              |            |            |   |                          |                    |
| Department <b>18 - Parks &amp; Recreation</b>          |             |   |                       |             |              |            |            |   |                          |                    |
| Program <b>181000 - Administration</b>                 |             |   |                       |             |              |            |            |   |                          |                    |
| Account <b>53990 - Other Services and Charges</b>      |             |   |                       |             |              |            |            |   |                          |                    |
| 3560 - First Financial Bank / Credit Cards             | 14-021624   | 18- Feb 2024 Jimmy Johns Lunch Staff Training CityWorks | Paid by Check # 78099 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024               | 101.00             |
|  |             |   |                       |             |              |            |            | Account <b>53990 - Other Services and Charges</b> Totals      | Invoice Transactions 1   | <u>\$101.00</u>    |
|  |             |   |                       |             |              |            |            | Program <b>181000 - Administration</b> Totals                 | Invoice Transactions 1   | <u>\$101.00</u>    |
| Program <b>181001 - Health &amp; Wellness</b>          |             |   |                       |             |              |            |            |   |                          |                    |
| Account <b>52420 - Other Supplies</b>                  |             |   |                       |             |              |            |            |   |                          |                    |
| 4504 - American National Red Cross                     | 22664130    | 18 - CPR Instruction (4)                                | Paid by EFT # 57720   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024               | 152.00             |
|  |             |   |                       |             |              |            |            | Account <b>52420 - Other Supplies</b> Totals                  | Invoice Transactions 1   | <u>\$152.00</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 |
|---|----------------|---|------------------------|-------------|--------------|------------|--|---------------|------------------------|----------------|
| <b>Fund 201 - Parks and Rec Non Reverting</b>             |                |   |                        |             |              |            |  |               |                        |                |
| Department <b>18 - Parks &amp; Recreation</b>             |                |   |                        |             |              |            |  |               |                        |                |
| Program <b>181001 - Health &amp; Wellness</b>             |                |   |                        |             |              |            |  |               |                        |                |
| Account <b>53940 - Temporary Contractual Employee</b>     |                |   |                        |             |              |            |  |               |                        |                |
| 6110 - Darrelyn Valdez                                    | 022724         | 18 - SYP Fitness<br>02/27/24                                      | Paid by EFT #<br>57897 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 37.50          |
| 8156 - Jennifer Marie Weiss                               | 022624         | 18 - SYP Fitness<br>02/19/24 & 02/26/24                           | Paid by EFT #<br>57908 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 75.00          |
| 7960 - Lauren Wilson (Elae Entertainment Group LLC)       | 022024         | 18-SYP Fitness<br>2/20/2024                                       | Paid by EFT #<br>57910 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 37.50          |
|   |                |   |                        |             |              |            | Account <b>53940 - Temporary Contractual Employee</b> Totals     |               | Invoice Transactions 3 | \$150.00       |
|   |                |   |                        |             |              |            | Program <b>181001 - Health &amp; Wellness</b> Totals             |               | Invoice Transactions 4 | \$302.00       |
| Program <b>182500 - Frank Southern Center</b>             |                |   |                        |             |              |            |  |               |                        |                |
| Account <b>43220 - Facility Rentals</b>                   |                |   |                        |             |              |            |  |               |                        |                |
| Denise Gowin  | 2024-00000482  | 18-Refunds  | Paid by Check # 78121  |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 480.00         |
|   |                |   |                        |             |              |            | Account <b>43220 - Facility Rentals</b> Totals                   |               | Invoice Transactions 1 | \$480.00       |
| Account <b>52420 - Other Supplies</b>                     |                |   |                        |             |              |            |  |               |                        |                |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)    | 1TM6-4F3M-CFDD | 18 - FSC Ice Show Supplies  | Paid by EFT #<br>57719 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 66.60          |
|   |                |   |                        |             |              |            | Account <b>52420 - Other Supplies</b> Totals                     |               | Invoice Transactions 1 | \$66.60        |
|   |                |   |                        |             |              |            | Program <b>182500 - Frank Southern Center</b> Totals             |               | Invoice Transactions 2 | \$546.60       |
| Program <b>182501 - Frank Southern Center Concession</b>  |                |   |                        |             |              |            |  |               |                        |                |
| Account <b>52330 - Street , Alley, and Sewer Material</b> |                |   |                        |             |              |            |  |               |                        |                |
| 5819 - Synchrony Bank                                     | 9349           | 18-FSC Concessions<br>Items-MM paper<br>towels-2/23/24            | Paid by Check # 78116  |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 19.98          |
|   |                |   |                        |             |              |            | Account <b>52330 - Street , Alley, and Sewer Material</b> Totals |               | Invoice Transactions 1 | \$19.98        |
|   |                |   |                        |             |              |            | Program <b>182501 - Frank Southern Center Concession</b> Totals  |               | Invoice Transactions 1 | \$19.98        |
| Program <b>183500 - Golf Services</b>                     |                |   |                        |             |              |            |  |               |                        |                |
| Account <b>49991 - Prior Year Replacement Checks</b>      |                |   |                        |             |              |            |  |               |                        |                |
| 4072 - Acushnet Company                                   | 916659678A     | 18-Cascades Golf Shop-<br>golf balls-Oct 2023-<br>resubmit        | Paid by Check # 78092  |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 121.30         |
|   |                |   |                        |             |              |            | Account <b>49991 - Prior Year Replacement Checks</b> Totals      |               | Invoice Transactions 1 | \$121.30       |
| Account <b>52330 - Street , Alley, and Sewer Material</b> |                |   |                        |             |              |            |  |               |                        |                |
| 4072 - Acushnet Company                                   | 917262889      | 18-Pro Shop Supplies -<br>Cascades Golf Course                    | Paid by Check # 78091  |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 2,156.54       |
| 4072 - Acushnet Company                                   | 917269236      | 18-Pro Shop Supplies -<br>Cascades Golf Course                    | Paid by Check # 78091  |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 2,393.82       |
| 4072 - Acushnet Company                                   | 917275645      | 18-Pro Shop Supplies -<br>Cascades Golf Course                    | Paid by Check # 78091  |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 173.95         |
| 4072 - Acushnet Company                                   | 917294518      | 18 - Cascades Golf<br>Balls, Bags, Hats,<br>Shoes, Shirts, Gloves | Paid by Check # 78091  |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 295.96         |



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|---|-------------|--|-----------------------|-------------|--------------|------------|------------|--|-------------------------|--------------------|
| <b>Fund 201 - Parks and Rec Non Reverting</b>             |             |  |                       |             |              |            |            |  |                         |                    |
| Department <b>18 - Parks &amp; Recreation</b>             |             |  |                       |             |              |            |            |  |                         |                    |
| Program <b>183500 - Golf Services</b>                     |             |  |                       |             |              |            |            |  |                         |                    |
| Account <b>52330 - Street , Alley, and Sewer Material</b> |             |  |                       |             |              |            |            |  |                         |                    |
| 4072 - Acushnet Company                                   | 917331369   | 18 - Cascades Golf -2 umbrellas                          | Paid by Check # 78091 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024              | 63.70              |
| 205 - City Of Bloomington                                 | 357693      | 18 - Cascades Best Beers                                 | Paid by Check # 78097 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024              | 2,186.80           |
| 205 - City Of Bloomington                                 | 100638576   | 18 - Cascades Monarch Beer                               | Paid by Check # 78098 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024              | 1,619.50           |
| 8155 - PepsiCo Beverage Sales, LLC                        | 32675305    | 18 - Cascades Bottled Drinks, BIBs 02/21/24              | Paid by EFT # 57846   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024              | 975.42             |
| 5819 - Synchrony Bank                                     | 0875        | 18-Snack bar items - Cascades Golf Course 2 -29-24       | Paid by Check # 78116 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024              | 269.15             |
|   |             |  |                       |             |              |            |            | Account <b>52330 - Street , Alley, and Sewer Material</b> Totals | Invoice Transactions 9  | <u>\$10,134.84</u> |
|   |             |  |                       |             |              |            |            | Program <b>183500 - Golf Services</b> Totals                     | Invoice Transactions 10 | <u>\$10,256.14</u> |
| Program <b>183501 - Golf Course - Pro Shop</b>            |             |  |                       |             |              |            |            |  |                         |                    |
| Account <b>52330 - Street , Alley, and Sewer Material</b> |             |  |                       |             |              |            |            |  |                         |                    |
| 3978 - J & M Golf, INC                                    | 0692721-IN  | 18 - Cascades Golf Tees                                  | Paid by EFT # 57798   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024              | 1,096.62           |
| 3978 - J & M Golf, INC                                    | 0692621-IN  | 18 - Cascades Golf Tees, Club brushes                    | Paid by EFT # 57798   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024              | 181.36             |
| 53619 - Ping, INC   | 17373179    | 18 - Cascades Golf Clubs, Bags, Hats                     | Paid by EFT # 57850   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024              | 348.36             |
| 53619 - Ping, INC   | 17235386    | 18 - Cascades Credit Memo for putters                    | Paid by EFT # 57850   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024              | (60.00)            |
|   |             |  |                       |             |              |            |            | Account <b>52330 - Street , Alley, and Sewer Material</b> Totals | Invoice Transactions 4  | <u>\$1,566.34</u>  |
|   |             |  |                       |             |              |            |            | Program <b>183501 - Golf Course - Pro Shop</b> Totals            | Invoice Transactions 4  | <u>\$1,566.34</u>  |
| Program <b>184000 - Natural Resources</b>                 |             |  |                       |             |              |            |            |  |                         |                    |
| Account <b>52420 - Other Supplies</b>                     |             |  |                       |             |              |            |            |  |                         |                    |
| 3560 - First Financial Bank / Credit Cards                | 1003449     | 18- Glide Stand up Paddle Boat Griffy Boathouse Feb Chgs | Paid by Check # 78099 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024              | 999.00             |
|   |             |  |                       |             |              |            |            | Account <b>52420 - Other Supplies</b> Totals                     | Invoice Transactions 1  | <u>\$999.00</u>    |
|   |             |  |                       |             |              |            |            | Program <b>184000 - Natural Resources</b> Totals                 | Invoice Transactions 1  | <u>\$999.00</u>    |
| Program <b>184500 - Youth Services -Juke Box</b>          |             |  |                       |             |              |            |            |  |                         |                    |
| Account <b>52310 - Building Materials and Supplies</b>    |             |  |                       |             |              |            |            |  |                         |                    |
| 818 - Everywhere Signs, LLC                               | 60287       | 18-AJB Awning Replacement                                | Paid by EFT # 57774   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |  | 03/15/2024              | 3,160.00           |
|   |             |  |                       |             |              |            |            | Account <b>52310 - Building Materials and Supplies</b> Totals    | Invoice Transactions 1  | <u>\$3,160.00</u>  |
|   |             |  |                       |             |              |            |            | Program <b>184500 - Youth Services -Juke Box</b> Totals          | Invoice Transactions 1  | <u>\$3,160.00</u>  |



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Invoice Date Range 03/02/24 - 03/15/24

| Vendor   | Invoice No.      | Invoice Description  | Status                | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date   | Payment Date | Invoice Amount         |            |
|--|------------------|--|-----------------------|-------------|--------------|------------|------------|---|--------------|------------------------|------------|
| <b>Fund 201 - Parks and Rec Non Reverting</b>            |                  |  |                       |             |              |            |            |   |              |                        |            |
| Department <b>18 - Parks &amp; Recreation</b>            |                  |  |                       |             |              |            |            |   |              |                        |            |
| Program <b>184501 - Youth Services-Kid City Camps</b>    |                  |  |                       |             |              |            |            |   |              |                        |            |
| Account <b>53230 - Travel</b>                            |                  |  |                       |             |              |            |            |   |              |                        |            |
| 3560 - First Financial Bank / Credit Cards               | 4203630A         | 18- Hotel Shrake American Camp Assoc. Conf-2/5-2/9/24      | Paid by Check # 78099 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024   | 1,136.84               |            |
| 12906 - Amy Shrake                                       | ACAC-2.2024      | 18-per diem/pkg/taxi-American Camp Assoc Conf-LA-2/5-29/24 | Paid by EFT # 57871   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024   | 480.70                 |            |
|  |                  |  |                       |             |              |            |            | Account <b>53230 - Travel</b> Totals                          |              | Invoice Transactions 2 | \$1,617.54 |
|  |                  |  |                       |             |              |            |            | Program <b>184501 - Youth Services-Kid City Camps</b> Totals  |              | Invoice Transactions 2 | \$1,617.54 |
| Program <b>185000 - Twin Lakes Recreation Center</b>     |                  |  |                       |             |              |            |            |   |              |                        |            |
| Account <b>52210 - Institutional Supplies</b>            |                  |  |                       |             |              |            |            |   |              |                        |            |
| 5819 - Synchrony Bank                                    | 8467             | 18-(4) drum liners   | Paid by Check # 78116 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024   | 99.92                  |            |
| 5819 - Synchrony Bank                                    | 9756             | 18-TLRC supplies - Sprayway                                | Paid by Check # 78116 |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024   | 47.88                  |            |
|  |                  |  |                       |             |              |            |            | Account <b>52210 - Institutional Supplies</b> Totals          |              | Invoice Transactions 2 | \$147.80   |
| Account <b>52310 - Building Materials and Supplies</b>   |                  |  |                       |             |              |            |            |   |              |                        |            |
| 50594 - Barry Company, INC                               | 092010           | 18 - TLRC Plumbing Fixture Replacements                    | Paid by EFT # 57733   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024   | 144.71                 |            |
|  |                  |  |                       |             |              |            |            | Account <b>52310 - Building Materials and Supplies</b> Totals |              | Invoice Transactions 1 | \$144.71   |
| Account <b>53310 - Printing</b>                          |                  |  |                       |             |              |            |            |   |              |                        |            |
| 2895 - Rapid Reproductions, INC                          | 115127           | 18-TLRC advertising banner M&B Premier Contracting         | Paid by EFT # 57861   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024   | 84.16                  |            |
|  |                  |  |                       |             |              |            |            | Account <b>53310 - Printing</b> Totals                        |              | Invoice Transactions 1 | \$84.16    |
| Account <b>53510 - Electrical Services</b>               |                  |  |                       |             |              |            |            |   |              |                        |            |
| 223 - Duke Energy  | 030624-ParksDuke | 18- Electric Charges January 2024 various locations        | Paid by Check # 78087 |             | 03/06/2024   | 03/06/2024 | 03/06/2024 |   | 03/06/2024   | 36.40                  |            |
|  |                  |  |                       |             |              |            |            | Account <b>53510 - Electrical Services</b> Totals             |              | Invoice Transactions 1 | \$36.40    |
| Account <b>53540 - Natural Gas</b>                       |                  |  |                       |             |              |            |            |   |              |                        |            |
| 222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren) | 52765623-030524  | 18-Natural Gas TLRC - 01/30/24-02/28/24                    | Paid by Check # 78088 |             | 03/06/2024   | 03/06/2024 | 03/06/2024 |   | 03/06/2024   | 892.05                 |            |
|  |                  |  |                       |             |              |            |            | Account <b>53540 - Natural Gas</b> Totals                     |              | Invoice Transactions 1 | \$892.05   |
| Account <b>53610 - Building Repairs</b>                  |                  |  |                       |             |              |            |            |   |              |                        |            |
| 53657 - Plymate, INC                                     | 3239632          | 18 - TLRC Entry Mats 02/21/24                              | Paid by EFT # 57852   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024   | 82.38                  |            |
| 53657 - Plymate, INC                                     | 3242798          | 18 - TLRC Entry Mats 02/28/24                              | Paid by EFT # 57852   |             | 03/05/2024   | 03/05/2024 | 03/15/2024 |   | 03/15/2024   | 82.38                  |            |
|  |                  |  |                       |             |              |            |            | Account <b>53610 - Building Repairs</b> Totals                |              | Invoice Transactions 2 | \$164.76   |



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|---|-------------|---|---------------------|-------------|--------------|------------|---|---------------|------------------------|----------------|
| Fund <b>201 - Parks and Rec Non Reverting</b>         |             |   |                     |             |              |            |   |               |                        |                |
| Department <b>18 - Parks &amp; Recreation</b>         |             |   |                     |             |              |            |   |               |                        |                |
| Program <b>185000 - Twin Lakes Recreation Center</b>  |             |   |                     |             |              |            |   |               |                        |                |
| Account <b>53650 - Other Repairs</b>                  |             |   |                     |             |              |            |   |               |                        |                |
| 392 - Koorsen Fire & Security, INC                    | IN00605522  | 18 - TLRC Alarm Inspection Deficiencies Repairs       | Paid by EFT # 57810 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 868.43         |
|   |             |   |                     |             |              |            | Account <b>53650 - Other Repairs</b> Totals                 |               | Invoice Transactions 1 | \$868.43       |
|   |             |   |                     |             |              |            | Program <b>185000 - Twin Lakes Recreation Center</b> Totals |               | Invoice Transactions 9 | \$2,338.31     |
| Program <b>185002 - TLRC-Health &amp; Wellness</b>    |             |   |                     |             |              |            |   |               |                        |                |
| Account <b>53940 - Temporary Contractual Employee</b> |             |   |                     |             |              |            |   |               |                        |                |
| 6161 - Morgan Ashley Banks                            | 022224      | 18-TLRC Fitness Specialist                            | Paid by EFT # 57732 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 93.75          |
| 8271 - Morgan Brummett                                | 022924      | 18-TLRC Fitness Specialist                            | Paid by EFT # 57745 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 165.00         |
| 8271 - Morgan Brummett                                | 022224      | 18-TLRC Fitness Specialist                            | Paid by EFT # 57745 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 31.25          |
| 9165 - Jackson Bukowski                               | 022924      | 18-TLRC-Future Stars Basketball instructor            | Paid by EFT # 57746 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 210.00         |
| 7276 - Kaitlyn Clementi                               | 022924      | 18-TLRC-Personal Training Payments 02/19/24-02/29/24  | Paid by EFT # 57759 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 165.00         |
| 8376 - Neumiro Dasilva                                | 022024      | 18-TLRC Fitness Specialist                            | Paid by EFT # 57763 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 31.25          |
| 8370 - Alice M Day                                    | 022024      | 18- TLRC Group Ex/PT Pay 02/13/24 & 02/20/24          | Paid by EFT # 57764 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 62.50          |
| 5274 - Catherine T Gossett                            | 022824      | 18- TLRC Group Ex/PT Pay 02/22/24 & 02/28/24          | Paid by EFT # 57784 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 75.00          |
| 5274 - Catherine T Gossett                            | 022324      | 18- TLRC Group Ex/PT Pay 02/19/24, 02/21/24, 02/23/24 | Paid by EFT # 57784 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 156.25         |
| 7978 - Elizabeth Maddy                                | 022324      | 18-TLRC Fitness Specialist                            | Paid by EFT # 57820 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 62.50          |
| 9125 - Julie Ann Madewell                             | 022124      | 18-TLRC Fitness Specialist                            | Paid by EFT # 57821 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 31.25          |
| 8399 - Gustavus Alexis McLeod                         | 022224      | 18- TLRC Group Ex/PT Pay 02/13/24 & 02/22/24          | Paid by EFT # 57824 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 62.50          |
| 8894 - Matthew Thomas Moon                            | 02292024    | 18-TLRC Fitness Specialist                            | Paid by EFT # 57833 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |               | 03/15/2024             | 225.00         |





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|---|-------------|--|---------------------|-------------|--------------|------------|--|---------------|-------------------------|-------------------|
| <b>Fund 201 - Parks and Rec Non Reverting</b>         |             |  |                     |             |              |            |  |               |                         |                   |
| Department <b>18 - Parks &amp; Recreation</b>         |             |  |                     |             |              |            |  |               |                         |                   |
| Program <b>185002 - TLRC-Health &amp; Wellness</b>    |             |  |                     |             |              |            |  |               |                         |                   |
| Account <b>53940 - Temporary Contractual Employee</b> |             |  |                     |             |              |            |  |               |                         |                   |
| 1973 - Megan M Stark                                  | 030124      | 18-TLRC Fitness Specialist                                       | Paid by EFT # 57879 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 630.00            |
| 8184 - Emily E Tally                                  | 022324      | 18- TLRC Group Ex/PT Pay 02/20/24 & 02/23/24                     | Paid by EFT # 57883 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 62.50             |
| 7960 - Lauren Wilson (Elae Entertainment Group LLC)   | 021924      | 18-TLRC Fitness Specialist                                       | Paid by EFT # 57910 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 31.25             |
|   |             |  |                     |             |              |            | Account <b>53940 - Temporary Contractual Employee</b> Totals |               | Invoice Transactions 16 | <u>\$2,095.00</u> |
|   |             |  |                     |             |              |            | Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals    |               | Invoice Transactions 16 | <u>\$2,095.00</u> |
| Program <b>185003 - TLRC-Basketball</b>               |             |  |                     |             |              |            |  |               |                         |                   |
| Account <b>52430 - Uniforms and Tools</b>             |             |  |                     |             |              |            |  |               |                         |                   |
| 5695 - 1818 Apparel Co., INC (dba Freethink ApparelI) | 17450       | 18 - TLRC - Future Stars participant t-shirts (16)               | Paid by EFT # 57710 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 272.00            |
|   |             |  |                     |             |              |            | Account <b>52430 - Uniforms and Tools</b> Totals             |               | Invoice Transactions 1  | <u>\$272.00</u>   |
| Account <b>53940 - Temporary Contractual Employee</b> |             |  |                     |             |              |            |  |               |                         |                   |
| 7184 - Larry Branam                                   | 022124      | 18- 2024 BYB Season III Official- Branam 02/13-02/21/24          | Paid by EFT # 57744 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 200.00            |
| 8414 - Scott Matthew Burton                           | 022224      | 18- 2024 BYB Season III Official- Burton 02/13-02/22/24          | Paid by EFT # 57748 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 200.00            |
| 20105 - Brandon B Chambers                            | 021924      | 18- 2024 BYB Season III Official- Chambers 02/19/24              | Paid by EFT # 57754 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 50.00             |
| 8498 - Nicklaus Gahm                                  | 021424      | 18- 2024 BYB Season III Official- Gahm 02/12/24 & 02/14/24       | Paid by EFT # 57778 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 75.00             |
| 8862 - Gavin Muhlenkamp                               | 022024      | 18- 2024 BYB Season III Official- Muhlenkamp 02/13/24 & 02/20/24 | Paid by EFT # 57834 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 150.00            |
| 8961 - Brandon Olson                                  | 022224      | 18- 2024 BYB Season III Official- 02/14-02/22/24                 | Paid by EFT # 57843 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 225.00            |
| 8566 - Jarrett Phillips                               | 022224      | 18- 2024 BYB Season III Official- Phillips 02/14-02/22/24        | Paid by EFT # 57848 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 150.00            |
| 9069 - Aden Pierce                                    | 022124      | 18- 2024 BYB Season III Official- 02/12-02/21/24                 | Paid by EFT # 57849 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 175.00            |



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|---|-------------|---|-----------------------|-------------|--------------|------------|--|---------------|-------------------------|----------------|
| Fund <b>201 - Parks and Rec Non Reverting</b>             |             |   |                       |             |              |            |  |               |                         |                |
| Department <b>18 - Parks &amp; Recreation</b>             |             |   |                       |             |              |            |  |               |                         |                |
| Program <b>185003 - TLRC-Basketball</b>                   |             |   |                       |             |              |            |  |               |                         |                |
| Account <b>53940 - Temporary Contractual Employee</b>     |             |   |                       |             |              |            |  |               |                         |                |
| 9188 - Gregory Reilly                                     | 022224      | 18- 2024 TLRC BYB Season III Official 02/12/24 & 02/22/24     | Paid by EFT # 57862   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 100.00         |
| 8999 - Mia Colleen Robbennolt                             | 022124      | 18- 2024 BYB Season III Official- Robbennolt 02/12-02/21/24   | Paid by EFT # 57866   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 100.00         |
| 9181 - Colton Douglas Spaur                               | 021324      | 18- 2024 BYB Season III Official- Spaur 02/13/24              | Paid by EFT # 57876   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 75.00          |
| 9167 - David E Stewart                                    | 022124      | 18- 2024 BYB Season III Official- Stewart 02/12-02/21/24      | Paid by EFT # 57880   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 250.00         |
| 9153 - Isiah Teran  | 021524      | 18- 2024 TLRC BYB Season III Official- Isiah Teran 02/15/24   | Paid by EFT # 57884   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 50.00          |
| 8496 - Eliot Vartian-Foss                                 | 022124      | 18- 2024 BYB Season III Official- Vartian-Foss 02/14-02/21/24 | Paid by EFT # 57900   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 200.00         |
|   |             |   |                       |             |              |            | Account <b>53940 - Temporary Contractual Employee</b> Totals |               | Invoice Transactions 14 | \$2,000.00     |
|   |             |   |                       |             |              |            | Program <b>185003 - TLRC-Basketball</b> Totals               |               | Invoice Transactions 15 | \$2,272.00     |
| Program <b>185006 - TLRC-Concessions</b>                  |             |   |                       |             |              |            |  |               |                         |                |
| Account <b>52330 - Street , Alley, and Sewer Material</b> |             |   |                       |             |              |            |  |               |                         |                |
| 4099 - Gold Medal Products CO.                            | 182116      | 18 - TLRC Concessions Items for Sale 02/26/24                 | Paid by EFT # 57780   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 856.20         |
| 8155 - PepsiCo Beverage Sales, LLC                        | 33841807    | 18 - TLRC Concessions Items for Sale 02/21/24                 | Paid by EFT # 57846   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 981.58         |
| 8155 - PepsiCo Beverage Sales, LLC                        | 32723755    | 18 - TLRC Concessions Items for Sale 02/28/24                 | Paid by EFT # 57846   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 831.79         |
| 5819 - Synchrony Bank                                     | 7632        | 18 - TLRC Concessions Items for Sale 02/20/24                 | Paid by Check # 78116 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 170.88         |
| 5819 - Synchrony Bank                                     | 8468-022624 | 18 - TLRC Concessions Items for Sale 02/26/24                 | Paid by Check # 78116 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 389.70         |
| 5819 - Synchrony Bank                                     | 9757        | 18-TLRC - salt  | Paid by Check # 78116 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024              | 4.36           |



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|---|-------------|---|-----------------------|-------------|--------------|------------|--|---------------|------------------------|-------------------|
| <b>Fund 201 - Parks and Rec Non Reverting</b>             |             |   |                       |             |              |            |  |               |                        |                   |
| Department <b>18 - Parks &amp; Recreation</b>             |             |   |                       |             |              |            |  |               |                        |                   |
| Program <b>185006 - TLRC-Concessions</b>                  |             |   |                       |             |              |            |  |               |                        |                   |
| Account <b>52330 - Street , Alley, and Sewer Material</b> |             |   |                       |             |              |            |  |               |                        |                   |
| 21145 - Sysco USA III, LLC                                | 338895422   | 18 - TLRC Concessions Items for Sale 2-28-24                    | Paid by EFT # 57882   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 704.65            |
|   |             |   |                       |             |              |            | Account <b>52330 - Street , Alley, and Sewer Material</b> Totals |               | Invoice Transactions 7 | <u>\$3,939.16</u> |
|   |             |   |                       |             |              |            | Program <b>185006 - TLRC-Concessions</b> Totals                  |               | Invoice Transactions 7 | <u>\$3,939.16</u> |
| Program <b>186500 - Community Events</b>                  |             |   |                       |             |              |            |  |               |                        |                   |
| Account <b>52430 - Uniforms and Tools</b>                 |             |   |                       |             |              |            |  |               |                        |                   |
| 5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)     | 17589       | 18-BPRD Staff T-shirts (Heather Green) (45)                     | Paid by EFT # 57710   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 78.00             |
|   |             |   |                       |             |              |            | Account <b>52430 - Uniforms and Tools</b> Totals                 |               | Invoice Transactions 1 | <u>\$78.00</u>    |
| Account <b>53160 - Instruction</b>                        |             |   |                       |             |              |            |  |               |                        |                   |
| 3560 - First Financial Bank / Credit Cards                | 109434      | 18-AIM Special Events Workshop 3/4/24- Marler and Ritter        | Paid by Check # 78099 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 150.00            |
| 9031 - Indiana Park And Recreation Association            | 36518       | 18- Leadership Summit- Crystal Ritter                           | Paid by Check # 78106 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 125.00            |
| 9031 - Indiana Park And Recreation Association            | 36539       | 18 - Leadership Summit registration fee- Bill Ream              | Paid by Check # 78106 |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 125.00            |
|   |             |   |                       |             |              |            | Account <b>53160 - Instruction</b> Totals                        |               | Invoice Transactions 3 | <u>\$400.00</u>   |
| Account <b>53990 - Other Services and Charges</b>         |             |   |                       |             |              |            |  |               |                        |                   |
| 7767 - Daniel P Alexander (Beetlegraphix)                 | 00022024    | 18- Caricature Services for 2 hours at Adult Winter Recess-2/17 | Paid by EFT # 57717   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 200.00            |
|   |             |   |                       |             |              |            | Account <b>53990 - Other Services and Charges</b> Totals         |               | Invoice Transactions 1 | <u>\$200.00</u>   |
|   |             |   |                       |             |              |            | Program <b>186500 - Community Events</b> Totals                  |               | Invoice Transactions 5 | <u>\$678.00</u>   |
| Program <b>186502 - Community Events-Gardens</b>          |             |   |                       |             |              |            |  |               |                        |                   |
| Account <b>53990 - Other Services and Charges</b>         |             |   |                       |             |              |            |  |               |                        |                   |
| 448 - Donald R Goodwin (Bullseye Utility Locating)        | 2334        | 18-locate utilities at Butler Park Community Garden-2/9/24      | Paid by EFT # 57781   |             | 03/05/2024   | 03/05/2024 | 03/15/2024   |               | 03/15/2024             | 150.00            |
|   |             |   |                       |             |              |            | Account <b>53990 - Other Services and Charges</b> Totals         |               | Invoice Transactions 1 | <u>\$150.00</u>   |
|   |             |   |                       |             |              |            | Program <b>186502 - Community Events-Gardens</b> Totals          |               | Invoice Transactions 1 | <u>\$150.00</u>   |



# Board of Park Commissioners Claim Register

Invoice Date Range 03/02/24 - 03/15/24

| Vendor   | Invoice No. | Invoice Description                                     | Status                | Held Reason | Invoice Date | Due Date   | G/L Date  | Received Date          | Payment Date | Invoice Amount  |
|--|-------------|---|-----------------------|-------------|--------------|------------|---|------------------------|--------------|-----------------|
| <b>Fund 201 - Parks and Rec Non Reverting</b>            |             |   |                       |             |              |            |   |                        |              |                 |
| Department <b>18 - Parks &amp; Recreation</b>            |             |   |                       |             |              |            |   |                        |              |                 |
| Program <b>187002 - Adult Sports-Tennis</b>              |             |   |                       |             |              |            |   |                        |              |                 |
| Account <b>52420 - Other Supplies</b>                    |             |   |                       |             |              |            |   |                        |              |                 |
| 539 - Price Electric, INC                                | 38457       | 18 - Tennis Light Repair Winslow-2/20/24                | Paid by EFT # 57855   |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |                        | 03/15/2024   | 674.10          |
|  |             |   |                       |             |              |            | Account <b>52420 - Other Supplies</b> Totals                    | Invoice Transactions 1 |              | <u>\$674.10</u> |
|  |             |   |                       |             |              |            | Program <b>187002 - Adult Sports-Tennis</b> Totals              | Invoice Transactions 1 |              | <u>\$674.10</u> |
| Program <b>187006 - Adult Sports-Concessions</b>         |             |   |                       |             |              |            |   |                        |              |                 |
| Account <b>53610 - Building Repairs</b>                  |             |   |                       |             |              |            |   |                        |              |                 |
| 392 - Koorsen Fire & Security, INC                       | IN00605958  | 18- TLSP 2024 Hood Inspection for Concessions           | Paid by EFT # 57810   |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |                        | 03/15/2024   | 298.79          |
|  |             |   |                       |             |              |            | Account <b>53610 - Building Repairs</b> Totals                  | Invoice Transactions 1 |              | <u>\$298.79</u> |
|  |             |   |                       |             |              |            | Program <b>187006 - Adult Sports-Concessions</b> Totals         | Invoice Transactions 1 |              | <u>\$298.79</u> |
| Program <b>189006 - Switchyard Property</b>              |             |   |                       |             |              |            |   |                        |              |                 |
| Account <b>52420 - Other Supplies</b>                    |             |   |                       |             |              |            |   |                        |              |                 |
| 4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)   | INV-59066   | 18-SYP Caution--Slow Down Sandwich Board Signs          | Paid by EFT # 57864   |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |                        | 03/15/2024   | 248.33          |
|  |             |   |                       |             |              |            | Account <b>52420 - Other Supplies</b> Totals                    | Invoice Transactions 1 |              | <u>\$248.33</u> |
| Account <b>53160 - Instruction</b>                       |             |   |                       |             |              |            |   |                        |              |                 |
| 3560 - First Financial Bank / Credit Cards               | 109434      | 18-AIM Special Events Workshop 3/4/24-Marler and Ritter | Paid by Check # 78099 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |                        | 03/15/2024   | 150.00          |
|  |             |   |                       |             |              |            | Account <b>53160 - Instruction</b> Totals                       | Invoice Transactions 1 |              | <u>\$150.00</u> |
|  |             |   |                       |             |              |            | Program <b>189006 - Switchyard Property</b> Totals              | Invoice Transactions 2 |              | <u>\$398.33</u> |
| Program <b>G21015 - 2021-2024 Leonard Sp Nature Days</b> |             |   |                       |             |              |            |   |                        |              |                 |
| Account <b>52420 - Other Supplies</b>                    |             |   |                       |             |              |            |   |                        |              |                 |
| 798 - Winters Associates Promotional Products, INC       | 115233      | 18-LSND Sharpened Green Pencils                         | Paid by EFT # 57911   |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |                        | 03/15/2024   | 270.00          |
|  |             |   |                       |             |              |            | Account <b>52420 - Other Supplies</b> Totals                    | Invoice Transactions 1 |              | <u>\$270.00</u> |
|  |             |   |                       |             |              |            | Program <b>G21015 - 2021-2024 Leonard Sp Nature Days</b> Totals | Invoice Transactions 1 |              | <u>\$270.00</u> |
| Program <b>G23014 - 2023-24 Griffy Nature Days</b>       |             |   |                       |             |              |            |   |                        |              |                 |
| Account <b>52420 - Other Supplies</b>                    |             |   |                       |             |              |            |   |                        |              |                 |
| 4574 - John Deere Financial f.s.b. (Rural King)          | 151322      | 18- Handwarmers, Lighter, Matches, Jars, Tick Repel     | Paid by Check # 78108 |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |                        | 03/15/2024   | 67.96           |
| 798 - Winters Associates Promotional Products, INC       | 115234      | 18-GLND Sharpened Blue Pencils                          | Paid by EFT # 57911   |             | 03/05/2024   | 03/05/2024 | 03/15/2024  |                        | 03/15/2024   | 277.50          |
|  |             |   |                       |             |              |            | Account <b>52420 - Other Supplies</b> Totals                    | Invoice Transactions 2 |              | <u>\$345.46</u> |
|  |             |   |                       |             |              |            | Program <b>G23014 - 2023-24 Griffy Nature Days</b> Totals       | Invoice Transactions 2 |              | <u>\$345.46</u> |



# Board of Park Commissioners Claim Register

Invoice Date Range 03/02/24 - 03/15/24

| Vendor   | Invoice No.          | Invoice Description | Status       | Held Reason | Invoice Date | Due Date | G/L Date | Received Date | Payment Date | Invoice Amount  |  |                      |    |             |  |                      |    |             |              |                      |     |              |
|--|----------------------|---------------------|--------------|-------------|--------------|----------|----------|---------------|--------------|---|--|----------------------|----|-------------|--|----------------------|----|-------------|--------------|----------------------|-----|--------------|
| Fund <b>201 - Parks and Rec Non Reverting</b>        |                      |                     |              |             |              |          |          |               |              |   |  |                      |    |             |  |                      |    |             |              |                      |     |              |
|  |                      |                     |              |             |              |          |          |               |              | <table border="0"> <tr> <td>Department <b>18 - Parks &amp; Recreation</b> Totals</td> <td>Invoice Transactions</td> <td>86</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">\$32,027.75</td> </tr> <tr> <td>Fund <b>201 - Parks and Rec Non Reverting</b> Totals</td> <td>Invoice Transactions</td> <td>86</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">\$32,027.75</td> </tr> <tr> <td style="text-align: right;">Grand Totals</td> <td>Invoice Transactions</td> <td>207</td> <td style="border-top: 1px solid black; border-bottom: 3px double black; text-align: right;">\$112,306.04</td> </tr> </table> | Department <b>18 - Parks &amp; Recreation</b> Totals | Invoice Transactions | 86 | \$32,027.75 | Fund <b>201 - Parks and Rec Non Reverting</b> Totals | Invoice Transactions | 86 | \$32,027.75 | Grand Totals | Invoice Transactions | 207 | \$112,306.04 |
| Department <b>18 - Parks &amp; Recreation</b> Totals | Invoice Transactions | 86                  | \$32,027.75  |             |              |          |          |               |              |   |  |                      |    |             |  |                      |    |             |              |                      |     |              |
| Fund <b>201 - Parks and Rec Non Reverting</b> Totals | Invoice Transactions | 86                  | \$32,027.75  |             |              |          |          |               |              |   |  |                      |    |             |  |                      |    |             |              |                      |     |              |
| Grand Totals   | Invoice Transactions | 207                 | \$112,306.04 |             |              |          |          |               |              |   |  |                      |    |             |  |                      |    |             |              |                      |     |              |

**REGISTER OF CLAIMS**  
**Board: Parks & Recreation Claim Register**

| Date:    | Type of Claim | FUND | Description | Bank Transfer | Amount                     |
|----------|---------------|------|-------------|---------------|----------------------------|
| 03/15/24 | Claims        |      |             |               | <b>\$112,306.04</b>        |
|          |               |      |             |               | <u><u>\$112,306.04</u></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 **\$112,306.04** 3/15/2024

**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 \_\_\_\_\_

**REGISTER OF PAYROLL CLAIMS**

**Board: Parks & Recreation**

| <b>Date:</b> | <b>Type of Claim</b> | <b>FUND</b> | <b>Description</b> | <b>Bank Transfer</b> | <b>Amount</b>     |
|--------------|----------------------|-------------|--------------------|----------------------|-------------------|
| 3/22/2024    | Payroll              |             |                    |                      | 196,643.73        |
|              |                      |             |                    |                      | <u>196,643.73</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 \$ 196,643.73

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fiscal Officer \_\_\_\_\_



# Board of Park Commissioners Claim Register

Invoice Date Range 03/16/24 - 03/28/24

| Vendor   | Invoice No. | Invoice Description  | Status              | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date           | Invoice Amount  |
|--|-------------|--|---------------------|-------------|--------------|------------|--|---------------|------------------------|-----------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b> |             |  |                     |             |              |            |  |               |                        |                 |
| Department <b>18 - Parks &amp; Recreation</b>      |             |  |                     |             |              |            |  |               |                        |                 |
| Program <b>181000 - Administration</b>             |             |  |                     |             |              |            |  |               |                        |                 |
| Account <b>52110 - Office Supplies</b>             |             |  |                     |             |              |            |  |               |                        |                 |
| 5099 - Office Three Sixty, INC                     | 2839714     | 18-Parks Main Office Packing Tape, 2 Boxes of Pens, & Post-Its | Paid by EFT # 58079 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024             | 171.91          |
|  |             |  |                     |             |              |            | Account <b>52110 - Office Supplies</b> Totals        |               | Invoice Transactions 1 | <u>171.91</u>   |
| Account <b>53910 - Dues and Subscriptions</b>      |             |  |                     |             |              |            |  |               |                        |                 |
| 53442 - Paragon Micro, INC                         | S5151355    | 18- Adobe Acrobat for Office Manager                           | Paid by EFT # 58085 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024             | 489.99          |
|  |             |  |                     |             |              |            | Account <b>53910 - Dues and Subscriptions</b> Totals |               | Invoice Transactions 1 | <u>489.99</u>   |
|  |             |  |                     |             |              |            | Program <b>181000 - Administration</b> Totals        |               | Invoice Transactions 2 | <u>661.90</u>   |
| Program <b>181100 - Marketing</b>                  |             |  |                     |             |              |            |  |               |                        |                 |
| Account <b>52420 - Other Supplies</b>              |             |  |                     |             |              |            |  |               |                        |                 |
| 53442 - Paragon Micro, INC                         | S5150817    | 18-Adobe Photoshop for Caleb Poer 7 mo subscription            | Paid by EFT # 58085 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024             | 263.99          |
|  |             |  |                     |             |              |            | Account <b>52420 - Other Supplies</b> Totals         |               | Invoice Transactions 1 | <u>263.99</u>   |
| Account <b>52430 - Uniforms and Tools</b>          |             |  |                     |             |              |            |  |               |                        |                 |
| 5757 - Nite Owl Promotions, INC                    | 12432       | 18- 71 Long-sleeve Shirts Parks Staff Uniform                  | Paid by EFT # 58076 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024             | 16.48           |
|  |             |  |                     |             |              |            | Account <b>52430 - Uniforms and Tools</b> Totals     |               | Invoice Transactions 1 | <u>16.48</u>    |
| Account <b>53220 - Postage</b>                     |             |  |                     |             |              |            |  |               |                        |                 |
| 7815 - A&M Graphics (Baugh Fine Print and Mailing) | 42042M      | 18-direct mail to RCA Park neighbors court lights #3,425       | Paid by EFT # 57943 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024             | 764.25          |
|  |             |  |                     |             |              |            | Account <b>53220 - Postage</b> Totals                |               | Invoice Transactions 1 | <u>764.25</u>   |
| Account <b>53310 - Printing</b>                    |             |  |                     |             |              |            |  |               |                        |                 |
| 7815 - A&M Graphics (Baugh Fine Print and Mailing) | 42162       | 18-March 2024 Kids Kraze #800                                  | Paid by EFT # 57943 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024             | 280.00          |
| 7815 - A&M Graphics (Baugh Fine Print and Mailing) | 42265       | 18-Cascades Golf Course wallet cards 2024 #500                 | Paid by EFT # 57943 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024             | 170.00          |
| 7815 - A&M Graphics (Baugh Fine Print and Mailing) | 42234       | 18-2024 Sailing Camp & Lesson brochure #200                    | Paid by EFT # 57943 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024             | 119.83          |
| 2895 - Rapid Reproductions, INC                    | 115315      | 18-2024 city park rules yard signs for solar eclipse #50       | Paid by EFT # 58101 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024             | 817.50          |
|  |             |  |                     |             |              |            | Account <b>53310 - Printing</b> Totals               |               | Invoice Transactions 4 | <u>1,387.33</u> |
| Account <b>53320 - Advertising</b>                 |             |  |                     |             |              |            |  |               |                        |                 |
| 6891 - Gatehouse Media Indiana Holdings            | 0006258939  | 18-Feb 2024 display ads and classifieds                        | Paid by EFT # 58025 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024             | 1,135.00        |





# Board of Park Commissioners Claim Register

Invoice Date Range 03/16/24 - 03/28/24

| Vendor   | Invoice No.   | Invoice Description   | Status                | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date  | Invoice Amount          |                   |
|--|---------------|---|-----------------------|-------------|--------------|------------|------------|---------------|---|-------------------------|-------------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>     |               |   |                       |             |              |            |            |               |   |                         |                   |
| Department <b>18 - Parks &amp; Recreation</b>          |               |   |                       |             |              |            |            |               |   |                         |                   |
| Program <b>181100 - Marketing</b>                      |               |   |                       |             |              |            |            |               |   |                         |                   |
| Account <b>53320 - Advertising</b>                     |               |   |                       |             |              |            |            |               |   |                         |                   |
| 7907 - I Saw A Film Today Oh Boy, INC (The Ryder)      | 1812PK 3-1-24 | 18-Jan/Feb and Mar/Apr 2024 half page ads in The Ryder          | Paid by EFT # 58037   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 1,150.00                |                   |
| 203 - INDIANA UNIVERSITY                               | 93760989      | 18-2024 summer camp job fair half page & IG ads                 | Paid by Check # 78186 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 150.00                  |                   |
| 6580 - Sound Management, LLC (WBWB/WHCC)               | IN-1240239213 | 18-Feb 2024 radio spots on WBWB                                 | Paid by EFT # 58115   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 1,325.00                |                   |
| 6580 - Sound Management, LLC (WBWB/WHCC)               | IN-1240239294 | 18-Feb 2024 radio spots on WHCC                                 | Paid by EFT # 58115   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 1,325.00                |                   |
| 6580 - Sound Management, LLC (WBWB/WHCC)               | IN-1240339359 | 18-30-sec spots for 2024 Kid City and Pet Expo on WBWB-3/1-3/3  | Paid by EFT # 58115   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 175.00                  |                   |
|  |               |   |                       |             |              |            |            |               | Account <b>53320 - Advertising</b> Totals                     | Invoice Transactions 6  | <u>\$5,260.00</u> |
|  |               |   |                       |             |              |            |            |               | Program <b>181100 - Marketing</b> Totals                      | Invoice Transactions 13 | <u>\$7,692.05</u> |
| Program <b>182500 - Frank Southern Center</b>          |               |   |                       |             |              |            |            |               |   |                         |                   |
| Account <b>43220 - Facility Rentals</b>                |               |   |                       |             |              |            |            |               |   |                         |                   |
| 204 - State Of Indiana                                 | Salestax 0224 | 18-February 2024 Sales Tax                                      | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |               | 03/19/2024  | 1,233.80                |                   |
|  |               |   |                       |             |              |            |            |               | Account <b>43220 - Facility Rentals</b> Totals                | Invoice Transactions 1  | <u>\$1,233.80</u> |
| Account <b>43260 - Equipment Rentals</b>               |               |   |                       |             |              |            |            |               |   |                         |                   |
| 204 - State Of Indiana                                 | Salestax 0224 | 18-February 2024 Sales Tax                                      | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |               | 03/19/2024  | 160.18                  |                   |
|  |               |   |                       |             |              |            |            |               | Account <b>43260 - Equipment Rentals</b> Totals               | Invoice Transactions 1  | <u>\$160.18</u>   |
| Account <b>53630 - Machinery and Equipment Repairs</b> |               |   |                       |             |              |            |            |               |   |                         |                   |
| 298 - Commercial Service Of Bloomington, INC           | S264480       | 18- FSC Boiler Igniters- 2/9 & 2/21/24                          | Paid by EFT # 57993   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 760.80                  |                   |
| 4902 - DEEM, LLC                                       | 1086472       | 18- FSC- System Shutdown-work on pumps/compressors 3/6 & 3/8/24 | Paid by EFT # 58000   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 1,879.00                |                   |
|  |               |   |                       |             |              |            |            |               | Account <b>53630 - Machinery and Equipment Repairs</b> Totals | Invoice Transactions 2  | <u>\$2,639.80</u> |
|  |               |   |                       |             |              |            |            |               | Program <b>182500 - Frank Southern Center</b> Totals          | Invoice Transactions 4  | <u>\$4,033.78</u> |
| Program <b>183500 - Golf Services</b>                  |               |   |                       |             |              |            |            |               |   |                         |                   |
| Account <b>43220 - Facility Rentals</b>                |               |   |                       |             |              |            |            |               |   |                         |                   |
| 204 - State Of Indiana                                 | F&B Tax 0224  | 18-February 2024 F&B Tax  | Paid by EFT # 57929   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |               | 03/19/2024  | .00                     |                   |
|  |               |   |                       |             |              |            |            |               | Account <b>43220 - Facility Rentals</b> Totals                | Invoice Transactions 1  | <u>\$0.00</u>     |



# Board of Park Commissioners Claim Register

Invoice Date Range 03/16/24 - 03/28/24

| Vendor   | Invoice No.       | Invoice Description                                | Status                | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date  | Payment Date | Invoice Amount         |                    |
|--|-------------------|--|-----------------------|-------------|--------------|------------|------------|--|--------------|------------------------|--------------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>     |                   |  |                       |             |              |            |            |  |              |                        |                    |
| Department <b>18 - Parks &amp; Recreation</b>          |                   |  |                       |             |              |            |            |  |              |                        |                    |
| Program <b>183500 - Golf Services</b>                  |                   |  |                       |             |              |            |            |  |              |                        |                    |
| Account <b>43260 - Equipment Rentals</b>               |                   |  |                       |             |              |            |            |  |              |                        |                    |
| 204 - State Of Indiana                                 | Salestax 0224     | 18-February 2024 Sales Tax                         | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |  | 03/19/2024   | 379.06                 |                    |
|  |                   |  |                       |             |              |            |            | Account <b>43260 - Equipment Rentals</b> Totals      |              | Invoice Transactions 1 | <u>\$379.06</u>    |
| Account <b>43380 - Other Services</b>                  |                   |  |                       |             |              |            |            |  |              |                        |                    |
| 204 - State Of Indiana                                 | Salestax 0224     | 18-February 2024 Sales Tax                         | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |  | 03/19/2024   | 7.81                   |                    |
|  |                   |  |                       |             |              |            |            | Account <b>43380 - Other Services</b> Totals         |              | Invoice Transactions 1 | <u>\$7.81</u>      |
| Account <b>47110 - Miscellaneous</b>                   |                   |  |                       |             |              |            |            |  |              |                        |                    |
| 204 - State Of Indiana                                 | Salestax 0224     | 18-February 2024 Sales Tax                         | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |  | 03/19/2024   | 13.34                  |                    |
|  |                   |  |                       |             |              |            |            | Account <b>47110 - Miscellaneous</b> Totals          |              | Invoice Transactions 1 | <u>\$13.34</u>     |
| Account <b>52210 - Institutional Supplies</b>          |                   |  |                       |             |              |            |            |  |              |                        |                    |
| 5819 - Synchrony Bank                                  | 9257 030524       | 18-Cascades cleaning & institutional supplies      | Paid by Check # 78195 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 626.57                 |                    |
|  |                   |  |                       |             |              |            |            | Account <b>52210 - Institutional Supplies</b> Totals |              | Invoice Transactions 1 | <u>\$626.57</u>    |
| Account <b>52220 - Agricultural Supplies</b>           |                   |  |                       |             |              |            |            |  |              |                        |                    |
| 4458 - SiteOne Landscape Supply Holding, LLC           | 135955757-001     | 18 - Cascades Fungicide and insecticide for Greens | Paid by EFT # 58113   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 5,390.00               |                    |
| 4458 - SiteOne Landscape Supply Holding, LLC           | 135957077-001     | 18 - Cascades Chemicals, Fertilizers, Herbicides   | Paid by EFT # 58113   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 7,418.68               |                    |
|  |                   |  |                       |             |              |            |            | Account <b>52220 - Agricultural Supplies</b> Totals  |              | Invoice Transactions 2 | <u>\$12,808.68</u> |
| Account <b>52420 - Other Supplies</b>                  |                   |  |                       |             |              |            |            |  |              |                        |                    |
| 4574 - John Deere Financial f.s.b. (Rural King)        | 189985            | 18 - Cascades Push Broom                           | Paid by Check # 78187 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 39.99                  |                    |
| 5186 - P&W Golf Supply, LLC                            | INV125633         | 18 - Cascades Range Buckets (20)                   | Paid by EFT # 58083   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 194.93                 |                    |
|  |                   |  |                       |             |              |            |            | Account <b>52420 - Other Supplies</b> Totals         |              | Invoice Transactions 2 | <u>\$234.92</u>    |
| Account <b>53510 - Electrical Services</b>             |                   |  |                       |             |              |            |            |  |              |                        |                    |
| 223 - Duke Energy                                      | 9101560802900 224 | 18-Cascades Golf Course Job Trailer 01/24-02/21/24 | Paid by Check # 78151 |             | 03/20/2024   | 03/20/2024 | 03/20/2024 |  | 03/20/2024   | 391.50                 |                    |
|  |                   |  |                       |             |              |            |            | Account <b>53510 - Electrical Services</b> Totals    |              | Invoice Transactions 1 | <u>\$391.50</u>    |
| Account <b>53630 - Machinery and Equipment Repairs</b> |                   |  |                       |             |              |            |            |  |              |                        |                    |
| 3958 - Kenney Machinery LLC                            | X44790            | 18 - Cascades Craddle Support for Rough Mower      | Paid by EFT # 58051   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 179.88                 |                    |



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|--|------------------|--|-----------------------|-------------|--------------|------------|---|---------------|-------------------------|--------------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>       |                  |  |                       |             |              |            |   |               |                         |                    |
| Department <b>18 - Parks &amp; Recreation</b>            |                  |  |                       |             |              |            |   |               |                         |                    |
| Program <b>183500 - Golf Services</b>                    |                  |  |                       |             |              |            |   |               |                         |                    |
| Account <b>53630 - Machinery and Equipment Repairs</b>   |                  |  |                       |             |              |            |   |               |                         |                    |
| 3958 - Kenney Machinery LLC                              | X45129           | 18 - Cascades Bearing Roller                             | Paid by EFT # 58051   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |               | 03/28/2024              | 321.74             |
|  |                  |  |                       |             |              |            | Account <b>53630 - Machinery and Equipment Repairs</b> Totals |               | Invoice Transactions 2  | <u>\$501.62</u>    |
| Account <b>53910 - Dues and Subscriptions</b>            |                  |  |                       |             |              |            |   |               |                         |                    |
| 4170 - Comcast Cable Communications, INC                 | 1190943794030224 | 18 - Cascades Golf Course Cable 3/6/24-4/05/24           | Paid by Check # 78149 |             | 03/20/2024   | 03/20/2024 | 03/20/2024  |               | 03/20/2024              | 205.40             |
|  |                  |  |                       |             |              |            | Account <b>53910 - Dues and Subscriptions</b> Totals          |               | Invoice Transactions 1  | <u>\$205.40</u>    |
|  |                  |  |                       |             |              |            | Program <b>183500 - Golf Services</b> Totals                  |               | Invoice Transactions 13 | <u>\$15,168.90</u> |
| Program <b>184000 - Natural Resources</b>                |                  |  |                       |             |              |            |   |               |                         |                    |
| Account <b>52220 - Agricultural Supplies</b>             |                  |  |                       |             |              |            |   |               |                         |                    |
| 52948 - Mays Greenhouse, LLC                             | 33725            | 18- Clay pebbles for Terrarium Ed Program                | Paid by EFT # 58062   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |               | 03/28/2024              | 24.99              |
| 52948 - Mays Greenhouse, LLC                             | 33749            | 18- Terrarium Plants for ED program                      | Paid by EFT # 58062   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |               | 03/28/2024              | 59.80              |
|  |                  |  |                       |             |              |            | Account <b>52220 - Agricultural Supplies</b> Totals           |               | Invoice Transactions 2  | <u>\$84.79</u>     |
| Account <b>52310 - Building Materials and Supplies</b>   |                  |  |                       |             |              |            |   |               |                         |                    |
| 409 - Black Lumber Co. INC                               | 568116           | 18-1 4X8 sanded pine                                     | Paid by EFT # 57964   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |               | 03/28/2024              | 54.49              |
|  |                  |  |                       |             |              |            | Account <b>52310 - Building Materials and Supplies</b> Totals |               | Invoice Transactions 1  | <u>\$54.49</u>     |
| Account <b>52340 - Other Repairs and Maintenance</b>     |                  |  |                       |             |              |            |   |               |                         |                    |
| 8658 - Kleindorfer's Hardware LLC                        | 776823           | 18-2 boxes screws  | Paid by EFT # 58054   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |               | 03/28/2024              | 9.76               |
|  |                  |  |                       |             |              |            | Account <b>52340 - Other Repairs and Maintenance</b> Totals   |               | Invoice Transactions 1  | <u>\$9.76</u>      |
| Account <b>52420 - Other Supplies</b>                    |                  |  |                       |             |              |            |   |               |                         |                    |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)   | 1GY7-XWQV-WQNP   | 18-Glow Sticks for Griffy Glow Float (Natural Resources) | Paid by EFT # 57949   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |               | 03/28/2024              | 55.66              |
| 11589 - Bloomington Cooperative Services (Bloomingfoods) | 0S0302018465     | 18-maple syrup   | Paid by EFT # 57968   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |               | 03/28/2024              | 21.48              |
|  |                  |  |                       |             |              |            | Account <b>52420 - Other Supplies</b> Totals                  |               | Invoice Transactions 2  | <u>\$77.14</u>     |
| Account <b>52430 - Uniforms and Tools</b>                |                  |  |                       |             |              |            |   |               |                         |                    |
| 5757 - Nite Owl Promotions, INC                          | 12432            | 18- 71 Long-sleeve Shirts Parks Staff Uniform            | Paid by EFT # 58076   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |               | 03/28/2024              | 280.16             |
|  |                  |  |                       |             |              |            | Account <b>52430 - Uniforms and Tools</b> Totals              |               | Invoice Transactions 1  | <u>\$280.16</u>    |



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|--|----------------|--|-----------------------|-------------|--------------|------------|---|----------------------|--------------|-----------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>       |                |  |                       |             |              |            |   |                      |              |                 |
| Department <b>18 - Parks &amp; Recreation</b>            |                |  |                       |             |              |            |   |                      |              |                 |
| Program <b>184000 - Natural Resources</b>                |                |  |                       |             |              |            |   |                      |              |                 |
| Account <b>53310 - Printing</b>                          |                |  |                       |             |              |            |   |                      |              |                 |
| 818 - Everywhere Signs, LLC                              | 61535          | 18- 2024 Annual Launch Permits for Griffy (#1-110)       | Paid by EFT # 58016   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                      | 03/28/2024   | 300.00          |
|  |                |  |                       |             |              |            | Account <b>53310 - Printing</b> Totals                          | Invoice Transactions | 1            | <u>\$300.00</u> |
|  |                |  |                       |             |              |            | Program <b>184000 - Natural Resources</b> Totals                | Invoice Transactions | 8            | <u>\$806.34</u> |
| Program <b>186500 - Community Events</b>                 |                |  |                       |             |              |            |   |                      |              |                 |
| Account <b>52420 - Other Supplies</b>                    |                |  |                       |             |              |            |   |                      |              |                 |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)   | 1QCQ-T4RX-1DHT | 18-Pop-Up Tents, Sandbags, Sign Holders, & Cricut (CE)   | Paid by EFT # 57949   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                      | 03/28/2024   | 545.21          |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)   | 1CNN-VDHQ-NXY6 | 18-Paper Bags, Glue, Magnets, Table Cloths for Comm. Ev. | Paid by EFT # 57949   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                      | 03/28/2024   | 135.01          |
| 5819 - Synchrony Bank                                    | 6570           | 18 - Band-aids   | Paid by Check # 78195 |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                      | 03/28/2024   | 27.52           |
|  |                |  |                       |             |              |            | Account <b>52420 - Other Supplies</b> Totals                    | Invoice Transactions | 3            | <u>\$707.74</u> |
|  |                |  |                       |             |              |            | Program <b>186500 - Community Events</b> Totals                 | Invoice Transactions | 3            | <u>\$707.74</u> |
| Program <b>186502 - Community Events-Gardens</b>         |                |  |                       |             |              |            |   |                      |              |                 |
| Account <b>52420 - Other Supplies</b>                    |                |  |                       |             |              |            |   |                      |              |                 |
| 2689 - Greendell Landscape Solutions, INC                | 0268241-IN     | 18- pallet of bagged compost (40)- gardens               | Paid by EFT # 58029   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                      | 03/28/2024   | 196.00          |
|  |                |  |                       |             |              |            | Account <b>52420 - Other Supplies</b> Totals                    | Invoice Transactions | 1            | <u>\$196.00</u> |
|  |                |  |                       |             |              |            | Program <b>186502 - Community Events-Gardens</b> Totals         | Invoice Transactions | 1            | <u>\$196.00</u> |
| Program <b>186503 - Community Events-Farmers' Market</b> |                |  |                       |             |              |            |   |                      |              |                 |
| Account <b>52430 - Uniforms and Tools</b>                |                |  |                       |             |              |            |   |                      |              |                 |
| 5757 - Nite Owl Promotions, INC                          | 12432          | 18- 71 Long-sleeve Shirts Parks Staff Uniform            | Paid by EFT # 58076   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                      | 03/28/2024   | 100.88          |
|  |                |  |                       |             |              |            | Account <b>52430 - Uniforms and Tools</b> Totals                | Invoice Transactions | 1            | <u>\$100.88</u> |
|  |                |  |                       |             |              |            | Program <b>186503 - Community Events-Farmers' Market</b> Totals | Invoice Transactions | 1            | <u>\$100.88</u> |
| Program <b>187001 - Adult Sports-Softball</b>            |                |  |                       |             |              |            |   |                      |              |                 |
| Account <b>53990 - Other Services and Charges</b>        |                |  |                       |             |              |            |   |                      |              |                 |
| 448 - Donald R Goodwin (Bullseye Utility Locating)       | 2337           | 18-locate utility lines at SYP for the BB lights project | Paid by EFT # 58027   |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                      | 03/28/2024   | 150.00          |
|  |                |  |                       |             |              |            | Account <b>53990 - Other Services and Charges</b> Totals        | Invoice Transactions | 1            | <u>\$150.00</u> |
|  |                |  |                       |             |              |            | Program <b>187001 - Adult Sports-Softball</b> Totals            | Invoice Transactions | 1            | <u>\$150.00</u> |



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|---|---------------|--|-----------------------|-------------|--------------|------------|------------|---|------------------------|--------------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>      |               |  |                       |             |              |            |            |   |                        |                    |
| Department <b>18 - Parks &amp; Recreation</b>           |               |  |                       |             |              |            |            |   |                        |                    |
| Program <b>187202 - Youth Sports-Winslow</b>            |               |  |                       |             |              |            |            |   |                        |                    |
| Account <b>52220 - Agricultural Supplies</b>            |               |  |                       |             |              |            |            |   |                        |                    |
| 7722 - Indiana Field Supplies, LLC                      | 2024-649      | 18- 2024 Winslow/Olcott Grass Seed, Fertilizer, Clay | Paid by EFT # 58039   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024             | 2,640.09           |
|   |               |  |                       |             |              |            |            | Account <b>52220 - Agricultural Supplies</b> Totals         | Invoice Transactions 1 | <u>\$2,640.09</u>  |
| Account <b>52340 - Other Repairs and Maintenance</b>    |               |  |                       |             |              |            |            |   |                        |                    |
| 8658 - Kleindorfer's Hardware LLC                       | 776877        | 18-machine washers                                   | Paid by EFT # 58054   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024             | 3.00               |
| 8658 - Kleindorfer's Hardware LLC                       | 776382        | 18-12 keys made                                      | Paid by EFT # 58054   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024             | 24.00              |
| 8658 - Kleindorfer's Hardware LLC                       | 778602        | 18-bolts   | Paid by EFT # 58054   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024             | 4.80               |
|   |               |  |                       |             |              |            |            | Account <b>52340 - Other Repairs and Maintenance</b> Totals | Invoice Transactions 3 | <u>\$31.80</u>     |
| Account <b>54420 - Purchase of Equipment</b>            |               |  |                       |             |              |            |            |   |                        |                    |
| 9198 - TWE Indy South, INC (Tom Wood Outdoor Equipment) | 51159         | 18- 2024 Winslow Toro Mower Purchase                 | Paid by EFT # 58142   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024             | 11,841.33          |
|   |               |  |                       |             |              |            |            | Account <b>54420 - Purchase of Equipment</b> Totals         | Invoice Transactions 1 | <u>\$11,841.33</u> |
|   |               |  |                       |             |              |            |            | Program <b>187202 - Youth Sports-Winslow</b> Totals         | Invoice Transactions 5 | <u>\$14,513.22</u> |
| Program <b>187208 - Youth Sports-Olcott</b>             |               |  |                       |             |              |            |            |   |                        |                    |
| Account <b>52220 - Agricultural Supplies</b>            |               |  |                       |             |              |            |            |   |                        |                    |
| 7722 - Indiana Field Supplies, LLC                      | 2024-649      | 18- 2024 Winslow/Olcott Grass Seed, Fertilizer, Clay | Paid by EFT # 58039   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024             | 745.75             |
|   |               |  |                       |             |              |            |            | Account <b>52220 - Agricultural Supplies</b> Totals         | Invoice Transactions 1 | <u>\$745.75</u>    |
|   |               |  |                       |             |              |            |            | Program <b>187208 - Youth Sports-Olcott</b> Totals          | Invoice Transactions 1 | <u>\$745.75</u>    |
| Program <b>187500 - Banneker</b>                        |               |  |                       |             |              |            |            |   |                        |                    |
| Account <b>43220 - Facility Rentals</b>                 |               |  |                       |             |              |            |            |   |                        |                    |
| 204 - State Of Indiana                                  | Salestax 0224 | 18-February 2024 Sales Tax                           | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |   | 03/19/2024             | 210.68             |
|   |               |  |                       |             |              |            |            | Account <b>43220 - Facility Rentals</b> Totals              | Invoice Transactions 1 | <u>\$210.68</u>    |
| Account <b>53140 - Exterminator Services</b>            |               |  |                       |             |              |            |            |   |                        |                    |
| 4073 - Terminix International                           | 441975198     | 18 -Banneker Green Pest Control 1-2-2024             | Paid by Check # 78197 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024             | 78.00              |
|   |               |  |                       |             |              |            |            | Account <b>53140 - Exterminator Services</b> Totals         | Invoice Transactions 1 | <u>\$78.00</u>     |
| Account <b>53990 - Other Services and Charges</b>       |               |  |                       |             |              |            |            |   |                        |                    |
| 6279 - Destiny Easton (I Shine Cleaning, LLC)           | 6333          | 18- Banneker Cleaning Service - February 2024        | Paid by EFT # 58004   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024             | 310.00             |
|   |               |  |                       |             |              |            |            | Account <b>53990 - Other Services and Charges</b> Totals    | Invoice Transactions 1 | <u>\$310.00</u>    |
|   |               |  |                       |             |              |            |            | Program <b>187500 - Banneker</b> Totals                     | Invoice Transactions 3 | <u>\$598.68</u>    |



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| Fund <b>200 - Parks and Recreation Gen (S1301)</b>        |                |  |                       |             |              |            |            |               |   |                        |            |
| Department <b>18 - Parks &amp; Recreation</b>             |                |  |                       |             |              |            |            |               |   |                        |            |
| Program <b>189000 - Operations</b>                        |                |  |                       |             |              |            |            |               |   |                        |            |
| Account <b>52210 - Institutional Supplies</b>             |                |  |                       |             |              |            |            |               |   |                        |            |
| 8541 - Amazon.com Sales, INC<br>(Amazon.com Services LLC) | 17CV-HQ7Q-44XT | 18-Trap Liquid, Stamp, Pen Holder, & Stylus Pens (OPS)         | Paid by EFT # 57949   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 929.76                 |            |
| 9269 - Ferguson Facilities Supply, HP Products #3400      | 0646096-2      | 18-OPS Custodial & PPE supplies; foaming lux soap              | Paid by EFT # 58018   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 4,765.75               |            |
| 4626 - Rhomar Industries, INC                             | 105611         | 18-OPS 3 Dozen 12-qrt bottles of Bac-Attack Urine Odor Remover | Paid by EFT # 58104   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 694.04                 |            |
|   |                |  |                       |             |              |            |            |               | Account <b>52210 - Institutional Supplies</b> Totals          | Invoice Transactions 3 | \$6,389.55 |
| Account <b>52230 - Garage and Motor Supplies</b>          |                |  |                       |             |              |            |            |               |   |                        |            |
| 8658 - Kleindorfer's Hardware LLC                         | 776327         | 18-two funnels   | Paid by EFT # 58054   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 4.98                   |            |
| 8658 - Kleindorfer's Hardware LLC                         | 776489         | 18-ratchet straps  | Paid by EFT # 58054   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 28.99                  |            |
|   |                |  |                       |             |              |            |            |               | Account <b>52230 - Garage and Motor Supplies</b> Totals       | Invoice Transactions 2 | \$33.97    |
| Account <b>52310 - Building Materials and Supplies</b>    |                |  |                       |             |              |            |            |               |   |                        |            |
| 208 - City Of Bloomington Utilities                       | 2024-00000009  | 18-OPS portion City Hall water main break paver replacement    | Paid by Check # 78175 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 1,400.00               |            |
| 334 - Irving Materials, INC                               | 11388777       | 18-stone @ 1100 W 4th Street                                   | Paid by EFT # 58042   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 379.00                 |            |
|   |                |  |                       |             |              |            |            |               | Account <b>52310 - Building Materials and Supplies</b> Totals | Invoice Transactions 2 | \$1,779.00 |
| Account <b>52340 - Other Repairs and Maintenance</b>      |                |  |                       |             |              |            |            |               |   |                        |            |
| 409 - Black Lumber Co. INC                                | 567195         | 18-orange extension cord                                       | Paid by EFT # 57964   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 18.99                  |            |
|   |                |  |                       |             |              |            |            |               | Account <b>52340 - Other Repairs and Maintenance</b> Totals   | Invoice Transactions 1 | \$18.99    |
| Account <b>52420 - Other Supplies</b>                     |                |  |                       |             |              |            |            |               |   |                        |            |
| 8541 - Amazon.com Sales, INC<br>(Amazon.com Services LLC) | 17CV-HQ7Q-44XT | 18-Trap Liquid, Stamp, Pen Holder, & Stylus Pens (OPS)         | Paid by EFT # 57949   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 53.13                  |            |
| 53442 - Paragon Micro, INC                                | S5148830       | 18-OPS-Dell P2222H LED Monitor 22"for Coordinator              | Paid by EFT # 58085   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 237.99                 |            |
| 4394 - Richardson Enterprises of Blgtn,LLC<br>(FastSigns) | INV-59152      | 18-OPS Park demolition Informational Yardsigns                 | Paid by EFT # 58105   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 105.48                 |            |
|   |                |  |                       |             |              |            |            |               | Account <b>52420 - Other Supplies</b> Totals                  | Invoice Transactions 3 | \$396.60   |



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|--|----------------|--|-----------------------|-------------|--------------|------------|------------|---|-------------------------|--------------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>           |                |  |                       |             |              |            |            |   |                         |                    |
| Department <b>18 - Parks &amp; Recreation</b>                |                |  |                       |             |              |            |            |   |                         |                    |
| Program <b>189000 - Operations</b>                           |                |  |                       |             |              |            |            |   |                         |                    |
| Account <b>53160 - Instruction</b>                           |                |  |                       |             |              |            |            |   |                         |                    |
| 9031 - Indiana Park And Recreation Association               | 36092          | 18-CPSI:Certified Playground Safety Inspector for Jeff Hazel     | Paid by Check # 78184 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024              | 575.00             |
|  |                |  |                       |             |              |            |            | Account <b>53160 - Instruction</b> Totals                           | Invoice Transactions 1  | <u>\$575.00</u>    |
| Account <b>53910 - Dues and Subscriptions</b>                |                |  |                       |             |              |            |            |   |                         |                    |
| 4408 - Environmental Systems Research Institute,INC ESRI     | 94675821D      | 18- Annual Software Renewal ArcGIS                               | Paid by EFT # 58013   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024              | 385.00             |
|  |                |  |                       |             |              |            |            | Account <b>53910 - Dues and Subscriptions</b> Totals                | Invoice Transactions 1  | <u>\$385.00</u>    |
| Account <b>53920 - Laundry and Other Sanitation Services</b> |                |  |                       |             |              |            |            |   |                         |                    |
| 53657 - Plymate, INC   | 3244365        | 18-Floor mat services @ Ops Ctr 3-6-2024                         | Paid by EFT # 58091   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024              | 28.26              |
| 53657 - Plymate, INC   | 3244364        | 18-Floor mat services @ RH/OPS Office - 3-6-2024                 | Paid by EFT # 58091   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024              | 25.52              |
|  |                |  |                       |             |              |            |            | Account <b>53920 - Laundry and Other Sanitation Services</b> Totals | Invoice Transactions 2  | <u>\$53.78</u>     |
| Account <b>53990 - Other Services and Charges</b>            |                |  |                       |             |              |            |            |   |                         |                    |
| 19741 - Mader Design, LLC                                    | 1827           | 18-Landscape design services for Building Trades Park- Feb 2024  | Paid by EFT # 58059   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024              | 2,500.00           |
| 6330 - Marshall Security LLC                                 | 3259           | 18-OPS Security Services February 2024 & correction for Jan 2024 | Paid by EFT # 58060   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024              | 23,601.16          |
| 8721 - Western Surety Company (CNA Surety)                   | 68971008N-2024 | 18-Notary Public Surety Bond for Ops Coord. Amy Leyenbeck        | Paid by Check # 78198 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024              | 75.00              |
|  |                |  |                       |             |              |            |            | Account <b>53990 - Other Services and Charges</b> Totals            | Invoice Transactions 3  | <u>\$26,176.16</u> |
|  |                |  |                       |             |              |            |            | Program <b>189000 - Operations</b> Totals                           | Invoice Transactions 18 | <u>\$35,808.05</u> |
| Program <b>189006 - Switchyard Property</b>                  |                |  |                       |             |              |            |            |   |                         |                    |
| Account <b>52210 - Institutional Supplies</b>                |                |  |                       |             |              |            |            |   |                         |                    |
| 51857 - Flex-Pac, INC  | I354762-01     | 18 -SYP Institutional Supplies - microfiber cloths               | Paid by Check # 78178 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024              | 21.80              |
| 51857 - Flex-Pac, INC  | I354762-02     | 18-SYP Institutional Supplies-4 pkgs pink cloths                 | Paid by Check # 78178 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024              | 68.73              |
|  |                |  |                       |             |              |            |            | Account <b>52210 - Institutional Supplies</b> Totals                | Invoice Transactions 2  | <u>\$90.53</u>     |



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Invoice Date Range 03/16/24 - 03/28/24

| Vendor   | Invoice No.    | Invoice Description  | Status              | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date  | Invoice Amount         |                   |
|--|----------------|--|---------------------|-------------|--------------|------------|------------|---------------|---|------------------------|-------------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b>       |                |  |                     |             |              |            |            |               |   |                        |                   |
| Department <b>18 - Parks &amp; Recreation</b>            |                |  |                     |             |              |            |            |               |   |                        |                   |
| Program <b>189006 - Switchyard Property</b>              |                |  |                     |             |              |            |            |               |   |                        |                   |
| Account <b>52310 - Building Materials and Supplies</b>   |                |  |                     |             |              |            |            |               |   |                        |                   |
| 8658 - Kleindorfer's Hardware LLC                        | 778517         | 18- SYP paint supplies for spray pad/pavilion touch ups          | Paid by EFT # 58054 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 83.43                  |                   |
| 4443 - The Sherwin Williams Company                      | 8842-0         | 18 -SYP Paint for spray pad/pavilion touch up                    | Paid by EFT # 58132 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 200.88                 |                   |
|  |                |  |                     |             |              |            |            |               | Account <b>52310 - Building Materials and Supplies</b> Totals | Invoice Transactions 2 | <u>\$284.31</u>   |
| Account <b>52340 - Other Repairs and Maintenance</b>     |                |  |                     |             |              |            |            |               |   |                        |                   |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)   | 16MV-16YG-QG6D | 18-Amazon Pool Filters for SYP Spray Pad                         | Paid by EFT # 57949 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 1,207.39               |                   |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)   | 143W-TTCK-MC6V | 18-One Box of Pool Filters for Switchyard Park Spraypad          | Paid by EFT # 57949 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 137.49                 |                   |
|  |                |  |                     |             |              |            |            |               | Account <b>52340 - Other Repairs and Maintenance</b> Totals   | Invoice Transactions 2 | <u>\$1,344.88</u> |
| Account <b>52420 - Other Supplies</b>                    |                |  |                     |             |              |            |            |               |   |                        |                   |
| 8658 - Kleindorfer's Hardware LLC                        | 776372         | 18-SYP vandalism paint supplies & wyzi wash wand tip replacement | Paid by EFT # 58054 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 90.42                  |                   |
|  |                |  |                     |             |              |            |            |               | Account <b>52420 - Other Supplies</b> Totals                  | Invoice Transactions 1 | <u>\$90.42</u>    |
| Account <b>52430 - Uniforms and Tools</b>                |                |  |                     |             |              |            |            |               |   |                        |                   |
| 5757 - Nite Owl Promotions, INC                          | 12432          | 18- 71 Long-sleeve Shirts Parks Staff Uniform                    | Paid by EFT # 58076 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 131.84                 |                   |
|  |                |  |                     |             |              |            |            |               | Account <b>52430 - Uniforms and Tools</b> Totals              | Invoice Transactions 1 | <u>\$131.84</u>   |
| Account <b>53620 - Motor Repairs</b>                     |                |  |                     |             |              |            |            |               |   |                        |                   |
| 50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire) | 290057704      | 18- SYP Tires for Golf Cart (2)                                  | Paid by EFT # 57962 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 156.64                 |                   |
|  |                |  |                     |             |              |            |            |               | Account <b>53620 - Motor Repairs</b> Totals                   | Invoice Transactions 1 | <u>\$156.64</u>   |
|  |                |  |                     |             |              |            |            |               | Program <b>189006 - Switchyard Property</b> Totals            | Invoice Transactions 9 | <u>\$2,098.62</u> |
| Program <b>189500 - Landscaping</b>                      |                |  |                     |             |              |            |            |               |   |                        |                   |
| Account <b>52220 - Agricultural Supplies</b>             |                |  |                     |             |              |            |            |               |   |                        |                   |
| 8658 - Kleindorfer's Hardware LLC                        | 778802         | 18-20# wild bird seed  | Paid by EFT # 58054 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 11.19                  |                   |
|  |                |  |                     |             |              |            |            |               | Account <b>52220 - Agricultural Supplies</b> Totals           | Invoice Transactions 1 | <u>\$11.19</u>    |
| Account <b>52420 - Other Supplies</b>                    |                |  |                     |             |              |            |            |               |   |                        |                   |
| 8658 - Kleindorfer's Hardware LLC                        | 776345         | 18-1 box 7/32 files  | Paid by EFT # 58054 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 21.49                  |                   |
| 8658 - Kleindorfer's Hardware LLC                        | 776378         | 18-1 gal Simple Green  | Paid by EFT # 58054 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 13.99                  |                   |





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| Vendor   | Invoice No. | Invoice Description  | Status              | Held Reason | Invoice Date | Due Date   | G/L Date  | Received Date           | Payment Date | Invoice Amount     |
|--|-------------|--|---------------------|-------------|--------------|------------|---|-------------------------|--------------|--------------------|
| Fund <b>200 - Parks and Recreation Gen (S1301)</b> |             |  |                     |             |              |            |   |                         |              |                    |
| Department <b>18 - Parks &amp; Recreation</b>      |             |  |                     |             |              |            |   |                         |              |                    |
| Program <b>189500 - Landscaping</b>                |             |  |                     |             |              |            |   |                         |              |                    |
| Account <b>52420 - Other Supplies</b>              |             |  |                     |             |              |            |   |                         |              |                    |
| 8658 - Kleindorfer's Hardware LLC                  | 767299      | 18-anchor pins, galv wire, bolt cutters, rebar fence posts | Paid by EFT # 58054 |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                         | 03/28/2024   | 423.32             |
|  |             |  |                     |             |              |            | Account <b>52420 - Other Supplies</b> Totals              | Invoice Transactions 3  |              | <u>\$458.80</u>    |
| Account <b>52430 - Uniforms and Tools</b>          |             |  |                     |             |              |            |   |                         |              |                    |
| 5757 - Nite Owl Promotions, INC                    | 12432       | 18- 71 Long-sleeve Shirts Parks Staff Uniform              | Paid by EFT # 58076 |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                         | 03/28/2024   | 642.72             |
|  |             |  |                     |             |              |            | Account <b>52430 - Uniforms and Tools</b> Totals          | Invoice Transactions 1  |              | <u>\$642.72</u>    |
| Account <b>53990 - Other Services and Charges</b>  |             |  |                     |             |              |            |   |                         |              |                    |
| 8994 - Jack Thomas Cathcart (Oiko)                 | 000587      | 18 - UGS Vegetation Management (Lower Cascades)            | Paid by EFT # 57986 |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                         | 03/28/2024   | 3,100.00           |
|  |             |  |                     |             |              |            | Account <b>53990 - Other Services and Charges</b> Totals  | Invoice Transactions 1  |              | <u>\$3,100.00</u>  |
|  |             |  |                     |             |              |            | Program <b>189500 - Landscaping</b> Totals                | Invoice Transactions 6  |              | <u>\$4,212.71</u>  |
| Program <b>189501 - Cemeteries</b>                 |             |  |                     |             |              |            |   |                         |              |                    |
| Account <b>52220 - Agricultural Supplies</b>       |             |  |                     |             |              |            |   |                         |              |                    |
| 8658 - Kleindorfer's Hardware LLC                  | 778368      | 18-15 bales of straw                                       | Paid by EFT # 58054 |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                         | 03/28/2024   | 105.00             |
|  |             |  |                     |             |              |            | Account <b>52220 - Agricultural Supplies</b> Totals       | Invoice Transactions 1  |              | <u>\$105.00</u>    |
|  |             |  |                     |             |              |            | Program <b>189501 - Cemeteries</b> Totals                 | Invoice Transactions 1  |              | <u>\$105.00</u>    |
| Program <b>189503 - Urban Forestry</b>             |             |  |                     |             |              |            |   |                         |              |                    |
| Account <b>52210 - Institutional Supplies</b>      |             |  |                     |             |              |            |   |                         |              |                    |
| 6302 - Cardio Partners, INC                        | INV3358170  | 18-UF- Stop the bleed tourniquet kits                      | Paid by EFT # 57984 |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                         | 03/28/2024   | 227.76             |
|  |             |  |                     |             |              |            | Account <b>52210 - Institutional Supplies</b> Totals      | Invoice Transactions 1  |              | <u>\$227.76</u>    |
| Account <b>52420 - Other Supplies</b>              |             |  |                     |             |              |            |   |                         |              |                    |
| 11243 - Core & Main, LP                            | U310676     | UF- Tree grate frames (5)                                  | Paid by EFT # 57994 |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                         | 03/28/2024   | 5,520.64           |
|  |             |  |                     |             |              |            | Account <b>52420 - Other Supplies</b> Totals              | Invoice Transactions 1  |              | <u>\$5,520.64</u>  |
| Account <b>53990 - Other Services and Charges</b>  |             |  |                     |             |              |            |   |                         |              |                    |
| 3735 - Bluestone Tree, INC.                        | 14213       | 18-weight reduction of tree at 1101 S. Fess Ave            | Paid by EFT # 57972 |             | 03/19/2024   | 03/19/2024 | 03/28/2024  |                         | 03/28/2024   | 1,265.00           |
|  |             |  |                     |             |              |            | Account <b>53990 - Other Services and Charges</b> Totals  | Invoice Transactions 1  |              | <u>\$1,265.00</u>  |
|  |             |  |                     |             |              |            | Program <b>189503 - Urban Forestry</b> Totals             | Invoice Transactions 3  |              | <u>\$7,013.40</u>  |
|  |             |  |                     |             |              |            | Department <b>18 - Parks &amp; Recreation</b> Totals      | Invoice Transactions 92 |              | <u>\$94,613.02</u> |
|  |             |  |                     |             |              |            | Fund <b>200 - Parks and Recreation Gen (S1301)</b> Totals | Invoice Transactions 92 |              | <u>\$94,613.02</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 <b>201 - Parks and Rec Non Reverting</b>            |               |  |                     |             |              |            |            |  |              |                        |                   |
| Department <b>18 - Parks &amp; Recreation</b>            |               |  |                     |             |              |            |            |  |              |                        |                   |
| Program <b>181001 - Health &amp; Wellness</b>            |               |  |                     |             |              |            |            |  |              |                        |                   |
| Account <b>52420 - Other Supplies</b>                    |               |  |                     |             |              |            |            |  |              |                        |                   |
| 4504 - American National Red Cross                       | 22666731      | 18 - CPR Instruction - 19 certified                            | Paid by EFT # 57950 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 722.00                 |                   |
|  |               |  |                     |             |              |            |            | Account <b>52420 - Other Supplies</b> Totals                 |              | Invoice Transactions 1 | <u>\$722.00</u>   |
| Account <b>53940 - Temporary Contractual Employee</b>    |               |  |                     |             |              |            |            |  |              |                        |                   |
| 6110 - Darrelyn Valdez                                   | 030524        | 18-SYP Fitness 3-5-2024  | Paid by EFT # 58143 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 37.50                  |                   |
| 8156 - Jennifer Marie Weiss                              | 031124        | 18-SYP Fitness 3-04-24 & 3-11-24                               | Paid by EFT # 58150 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 75.00                  |                   |
| 7960 - Lauren Wilson (Elae Entertainment Group LLC)      | 031224        | 18-SYP Fitness 3-12-24   | Paid by EFT # 58154 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 37.50                  |                   |
|  |               |  |                     |             |              |            |            | Account <b>53940 - Temporary Contractual Employee</b> Totals |              | Invoice Transactions 3 | <u>\$150.00</u>   |
|  |               |  |                     |             |              |            |            | Program <b>181001 - Health &amp; Wellness</b> Totals         |              | Invoice Transactions 4 | <u>\$872.00</u>   |
| Program <b>181100 - Marketing</b>                        |               |  |                     |             |              |            |            |  |              |                        |                   |
| Account <b>52430 - Uniforms and Tools</b>                |               |  |                     |             |              |            |            |  |              |                        |                   |
| 5757 - Nite Owl Promotions, INC                          | 12446         | 18 -Staff TShirts for Eclipse                                  | Paid by EFT # 58076 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 940.56                 |                   |
|  |               |  |                     |             |              |            |            | Account <b>52430 - Uniforms and Tools</b> Totals             |              | Invoice Transactions 1 | <u>\$940.56</u>   |
| Account <b>53320 - Advertising</b>                       |               |  |                     |             |              |            |            |  |              |                        |                   |
| 6580 - Sound Management, LLC (WBWB/WHCC)                 | IN-1240339361 | 18-30-sec spots for 2024 Kid City and Pet Expo on WHCC-3/1-3/3 | Paid by EFT # 58115 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 175.00                 |                   |
|  |               |  |                     |             |              |            |            | Account <b>53320 - Advertising</b> Totals                    |              | Invoice Transactions 1 | <u>\$175.00</u>   |
|  |               |  |                     |             |              |            |            | Program <b>181100 - Marketing</b> Totals                     |              | Invoice Transactions 2 | <u>\$1,115.56</u> |
| Program <b>182500 - Frank Southern Center</b>            |               |  |                     |             |              |            |            |  |              |                        |                   |
| Account <b>43220 - Facility Rentals</b>                  |               |  |                     |             |              |            |            |  |              |                        |                   |
| 204 - State Of Indiana                                   | Salestax 0224 | 18-February 2024 Sales Tax                                     | Paid by EFT # 57928 |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |  | 03/19/2024   | 6.51                   |                   |
|  |               |  |                     |             |              |            |            | Account <b>43220 - Facility Rentals</b> Totals               |              | Invoice Transactions 1 | <u>\$6.51</u>     |
|  |               |  |                     |             |              |            |            | Program <b>182500 - Frank Southern Center</b> Totals         |              | Invoice Transactions 1 | <u>\$6.51</u>     |
| Program <b>182501 - Frank Southern Center Concession</b> |               |  |                     |             |              |            |            |  |              |                        |                   |
| Account <b>43290 - Concessions</b>                       |               |  |                     |             |              |            |            |  |              |                        |                   |
| 204 - State Of Indiana                                   | Salestax 0224 | 18-February 2024 Sales Tax                                     | Paid by EFT # 57928 |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |  | 03/19/2024   | 72.98                  |                   |
|  |               |  |                     |             |              |            |            | Account <b>43290 - Concessions</b> Totals                    |              | Invoice Transactions 1 | <u>\$72.98</u>    |
| Account <b>43295 - Concessions FB Tax</b>                |               |  |                     |             |              |            |            |  |              |                        |                   |
| 204 - State Of Indiana                                   | Salestax 0224 | 18-February 2024 Sales Tax                                     | Paid by EFT # 57928 |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |  | 03/19/2024   | 94.03                  |                   |



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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         |                 |
|---|---------------|---|-----------------------|-------------|--------------|------------|------------|---|--------------|------------------------|-----------------|
| <b>Fund 201 - Parks and Rec Non Reverting</b>             |               |   |                       |             |              |            |            |   |              |                        |                 |
| Department <b>18 - Parks &amp; Recreation</b>             |               |   |                       |             |              |            |            |   |              |                        |                 |
| Program <b>182501 - Frank Southern Center Concession</b>  |               |   |                       |             |              |            |            |   |              |                        |                 |
| Account <b>43295 - Concessions FB Tax</b>                 |               |   |                       |             |              |            |            |   |              |                        |                 |
| 204 - State Of Indiana                                    | F&B Tax 0224  | 18-February 2024 F&B Tax                                    | Paid by EFT # 57929   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |   | 03/19/2024   | 13.43                  |                 |
|   |               |   |                       |             |              |            |            | Account <b>43295 - Concessions FB Tax</b> Totals                |              | Invoice Transactions 2 | <u>\$107.46</u> |
| Account <b>43340 - Pro Shop Sales</b>                     |               |   |                       |             |              |            |            |   |              |                        |                 |
| 204 - State Of Indiana                                    | Salestax 0224 | 18-February 2024 Sales Tax                                  | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |   | 03/19/2024   | 10.28                  |                 |
|   |               |   |                       |             |              |            |            | Account <b>43340 - Pro Shop Sales</b> Totals                    |              | Invoice Transactions 1 | <u>\$10.28</u>  |
|   |               |   |                       |             |              |            |            | Program <b>182501 - Frank Southern Center Concession</b> Totals |              | Invoice Transactions 4 | <u>\$190.72</u> |
| Program <b>183500 - Golf Services</b>                     |               |   |                       |             |              |            |            |   |              |                        |                 |
| Account <b>43220 - Facility Rentals</b>                   |               |   |                       |             |              |            |            |   |              |                        |                 |
| 204 - State Of Indiana                                    | Salestax 0224 | 18-February 2024 Sales Tax                                  | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |   | 03/19/2024   | 156.18                 |                 |
|   |               |   |                       |             |              |            |            | Account <b>43220 - Facility Rentals</b> Totals                  |              | Invoice Transactions 1 | <u>\$156.18</u> |
| Account <b>43290 - Concessions</b>                        |               |   |                       |             |              |            |            |   |              |                        |                 |
| 204 - State Of Indiana                                    | Salestax 0224 | 18-February 2024 Sales Tax                                  | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |   | 03/19/2024   | 54.74                  |                 |
|   |               |   |                       |             |              |            |            | Account <b>43290 - Concessions</b> Totals                       |              | Invoice Transactions 1 | <u>\$54.74</u>  |
| Account <b>43295 - Concessions FB Tax</b>                 |               |   |                       |             |              |            |            |   |              |                        |                 |
| 204 - State Of Indiana                                    | Salestax 0224 | 18-February 2024 Sales Tax                                  | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |   | 03/19/2024   | 230.26                 |                 |
| 204 - State Of Indiana                                    | F&B Tax 0224  | 18-February 2024 F&B Tax                                    | Paid by EFT # 57929   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |   | 03/19/2024   | .18                    |                 |
|   |               |   |                       |             |              |            |            | Account <b>43295 - Concessions FB Tax</b> Totals                |              | Invoice Transactions 2 | <u>\$230.44</u> |
| Account <b>52330 - Street , Alley, and Sewer Material</b> |               |   |                       |             |              |            |            |   |              |                        |                 |
| 4072 - Acushnet Company                                   | 917321276     | 18-Baseball Hats for Pro Shop - Cascades Golf Course - hats | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 177.64                 |                 |
| 4072 - Acushnet Company                                   | 917350103     | 18-Pro Shop Shirts - Cascades Golf Course                   | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 37.53                  |                 |
| 4072 - Acushnet Company                                   | 917361023     | 18-T-Shirts for Pro Shop - Cascades Golf Course             | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 1,270.08               |                 |
| 4072 - Acushnet Company                                   | 917340160     | 18-Golf balls for Pro Shop - Cascades Golf Course           | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 112.34                 |                 |
| 4072 - Acushnet Company                                   | 917385856     | 18-Polo Shirts for Pro Shop - Cascades Golf Course 3-5-24   | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 3,590.31               |                 |



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|---|-------------|--|-----------------------|-------------|--------------|------------|------------|--|--------------|----------------|
| <b>Fund 201 - Parks and Rec Non Reverting</b>             |             |  |                       |             |              |            |            |  |              |                |
| Department <b>18 - Parks &amp; Recreation</b>             |             |  |                       |             |              |            |            |  |              |                |
| Program <b>183500 - Golf Services</b>                     |             |  |                       |             |              |            |            |  |              |                |
| Account <b>52330 - Street , Alley, and Sewer Material</b> |             |  |                       |             |              |            |            |  |              |                |
| 4072 - Acushnet Company                                   | 917406869   | 18-Pro Shop Supplies - Cascades Golf Course                      | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 223.44         |
| 4072 - Acushnet Company                                   | 917398433   | 18-Pro Shop Supplies - Cascades Golf Course                      | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 482.16         |
| 4072 - Acushnet Company                                   | 917417236   | 18-Pro Shop Supplies - Cascades Golf Course-golf balls           | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 628.98         |
| 4072 - Acushnet Company                                   | 917433495   | 18-Pro Shop Supplies - Cascades Golf Course-golf balls           | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 130.55         |
| 8155 - PepsiCo Beverage Sales, LLC                        | 33177607    | 18 - Cascades Snack Bar - 3-11-24                                | Paid by EFT # 58087   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 348.68         |
| 5819 - Synchrony Bank                                     | 1492        | 18-Snack bar items-candy/buns/drink Cascades Golf Course 3-11-24 | Paid by Check # 78195 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 271.88         |
| 21145 - Sysco USA III, LLC                                | 338902350   | 18 - Cascades Credit Memos-chicken salad                         | Paid by EFT # 58126   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | (3.04)         |
| 21145 - Sysco USA III, LLC                                | 338902349   | 18 - Cascades Credit Memos - mustard packets                     | Paid by EFT # 58126   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | (3.80)         |
| 21145 - Sysco USA III, LLC                                | 338906294   | 18 - Cascades Credit Memos - all beef franks                     | Paid by EFT # 58126   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | (271.50)       |
| 21145 - Sysco USA III, LLC                                | 338896946   | 18 - Cascades Hotdogs, hamburgers, chicken salad and condiments  | Paid by EFT # 58126   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 1,109.95       |
|   |             |  |                       |             |              |            |            | Account <b>52330 - Street , Alley, and Sewer Material</b> Totals |              | \$8,105.20     |
|   |             |  |                       |             |              |            |            | Program <b>183500 - Golf Services</b> Totals                     |              | \$8,546.56     |
| Program <b>183501 - Golf Course - Pro Shop</b>            |             |  |                       |             |              |            |            |  |              |                |
| Account <b>52330 - Street , Alley, and Sewer Material</b> |             |  |                       |             |              |            |            |  |              |                |
| 4072 - Acushnet Company                                   | 917385843   | 18-Golf Balls for Pro Shop - Cascades Golf Course                | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 2,381.30       |
| 4072 - Acushnet Company                                   | 917406602   | 18-Golf Balls for Pro Shop - Cascades Golf Course                | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 2,923.11       |
| 4072 - Acushnet Company                                   | 917446288   | 18-Golf Balls for Pro Shop - Cascades Golf Course                | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 1,722.42       |



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| <b>Fund 201 - Parks and Rec Non Reverting</b>                    |               |  |                       |             |              |            |            |                      |              |                |
| Department <b>18 - Parks &amp; Recreation</b>                    |               |  |                       |             |              |            |            |                      |              |                |
| Program <b>183501 - Golf Course - Pro Shop</b>                   |               |  |                       |             |              |            |            |                      |              |                |
| Account <b>52330 - Street , Alley, and Sewer Material</b>        |               |  |                       |             |              |            |            |                      |              |                |
| 4072 - Acushnet Company  | 917462245     | 18-Golf Balls for Pro Shop - Cascades Golf Course-golf balls | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |                      | 03/28/2024   | 1,182.66       |
| 4072 - Acushnet Company  | 917446673     | 18-Golf Clubs for Pro Shop - Cascades Golf Course            | Paid by Check # 78169 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |                      | 03/28/2024   | 4,555.23       |
| 4465 - Michael Allen (Tour Guide Golf)                           | 209535        | 18 - Cascades Tees, Sunglasses                               | Paid by Check # 78170 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |                      | 03/28/2024   | 567.81         |
| 4356 - Dynamic Brands, LLC (Devant Sports Towels)                | INV1700950    | 18 - Cascades Caddy Towels for resale (48)                   | Paid by Check # 78176 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |                      | 03/28/2024   | 592.15         |
| 3978 - J & M Golf, INC   | 0692989-IN    | 18 - Cascades Golf Gloves                                    | Paid by EFT # 58044   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |                      | 03/28/2024   | 700.70         |
| 53619 - Ping, INC  | 17400141      | 18- Clubs and accessories for Cascades Pro shop2024          | Paid by EFT # 58090   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |                      | 03/28/2024   | 7,198.49       |
| 53619 - Ping, INC  | 17400138      | 18-Golf Bags - Cascades Pro Shop Supplies 3-1-2024           | Paid by EFT # 58090   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |                      | 03/28/2024   | 3,076.00       |
| 53619 - Ping, INC  | 17341816      | 18 - Cascades Credit Memo-sales rebates                      | Paid by EFT # 58090   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |                      | 03/28/2024   | (1,045.55)     |
| 53619 - Ping, INC  | 17410808      | 18-Pro Shop Supplies - Cascades Golf Course                  | Paid by EFT # 58090   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |                      | 03/28/2024   | 507.18         |
| 6481 - Precision Pro Sports, LLC                                 | INV-13623     | 18 - Cascades Golf GPS Speakers (6)                          | Paid by EFT # 58093   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |                      | 03/28/2024   | 349.95         |
| Account <b>52330 - Street , Alley, and Sewer Material</b> Totals |               |  |                       |             |              |            |            | Invoice Transactions | 13           | \$24,711.45    |
| Program <b>183501 - Golf Course - Pro Shop</b> Totals            |               |  |                       |             |              |            |            | Invoice Transactions | 13           | \$24,711.45    |
| Program <b>184500 - Youth Services -Juke Box</b>                 |               |  |                       |             |              |            |            |                      |              |                |
| Account <b>43220 - Facility Rentals</b>                          |               |  |                       |             |              |            |            |                      |              |                |
| 204 - State Of Indiana   | Salestax 0224 | 18-February 2024 Sales Tax                                   | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |                      | 03/19/2024   | 12.28          |
| Account <b>43220 - Facility Rentals</b> Totals                   |               |  |                       |             |              |            |            | Invoice Transactions | 1            | \$12.28        |
| Program <b>184500 - Youth Services -Juke Box</b> Totals          |               |  |                       |             |              |            |            | Invoice Transactions | 1            | \$12.28        |
| Program <b>184501 - Youth Services-Kid City Camps</b>            |               |  |                       |             |              |            |            |                      |              |                |
| Account <b>52420 - Other Supplies</b>                            |               |  |                       |             |              |            |            |                      |              |                |
| 5819 - Synchrony Bank  | 1649          | 18-Kid City Snacks and Supplies - 3-7-2024                   | Paid by Check # 78195 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |                      | 03/28/2024   | 263.72         |
| 5819 - Synchrony Bank  | 6199          | 18-Kid City - ream of paper                                  | Paid by Check # 78195 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |                      | 03/28/2024   | 8.87           |
| Account <b>52420 - Other Supplies</b> Totals                     |               |  |                       |             |              |            |            | Invoice Transactions | 2            | \$272.59       |
| Program <b>184501 - Youth Services-Kid City Camps</b> Totals     |               |  |                       |             |              |            |            | Invoice Transactions | 2            | \$272.59       |



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|--|----------------|--|---------------------|-------------|--------------|------------|------------|---|--------------|------------------------|-------------------|
| <b>Fund 201 - Parks and Rec Non Reverting</b>          |                |  |                     |             |              |            |            |   |              |                        |                   |
| Department <b>18 - Parks &amp; Recreation</b>          |                |  |                     |             |              |            |            |   |              |                        |                   |
| Program <b>185000 - Twin Lakes Recreation Center</b>   |                |  |                     |             |              |            |            |   |              |                        |                   |
| Account <b>43220 - Facility Rentals</b>                |                |  |                     |             |              |            |            |   |              |                        |                   |
| 204 - State Of Indiana                                 | Salestax 0224  | 18-February 2024 Sales Tax                           | Paid by EFT # 57928 |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |   | 03/19/2024   | 914.53                 |                   |
|  |                |  |                     |             |              |            |            | Account <b>43220 - Facility Rentals</b> Totals                |              | Invoice Transactions 1 | <u>\$914.53</u>   |
| Account <b>52210 - Institutional Supplies</b>          |                |  |                     |             |              |            |            |   |              |                        |                   |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) | 1NWN-Q6PC-1PY6 | 18-Sanitaire Vacuum, Vacuum Belts, & Chairs for TLRC | Paid by EFT # 57949 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 36.55                  |                   |
|  |                |  |                     |             |              |            |            | Account <b>52210 - Institutional Supplies</b> Totals          |              | Invoice Transactions 1 | <u>\$36.55</u>    |
| Account <b>52310 - Building Materials and Supplies</b> |                |  |                     |             |              |            |            |   |              |                        |                   |
| 8658 - Kleindorfer's Hardware LLC                      | 776347         | 18-two 100% silicone                                 | Paid by EFT # 58054 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 14.58                  |                   |
|  |                |  |                     |             |              |            |            | Account <b>52310 - Building Materials and Supplies</b> Totals |              | Invoice Transactions 1 | <u>\$14.58</u>    |
| Account <b>53610 - Building Repairs</b>                |                |  |                     |             |              |            |            |   |              |                        |                   |
| 298 - Commercial Service Of Bloomington, INC           | S264748        | 18-TLRC Plumbing Service Call 2-15-24                | Paid by EFT # 57993 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 122.50                 |                   |
| 298 - Commercial Service Of Bloomington, INC           | S265190        | 18 - TLRC Mixing Valve Replacement-2/28/24           | Paid by EFT # 57993 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 2,500.00               |                   |
| 53657 - Plymate, INC                                   | 3245967        | 18 - TLRC Entry Mats 3-13-24                         | Paid by EFT # 58091 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 82.38                  |                   |
|  |                |  |                     |             |              |            |            | Account <b>53610 - Building Repairs</b> Totals                |              | Invoice Transactions 3 | <u>\$2,704.88</u> |
|  |                |  |                     |             |              |            |            | Program <b>185000 - Twin Lakes Recreation Center</b> Totals   |              | Invoice Transactions 6 | <u>\$3,670.54</u> |
| Program <b>185002 - TLRC-Health &amp; Wellness</b>     |                |  |                     |             |              |            |            |   |              |                        |                   |
| Account <b>52420 - Other Supplies</b>                  |                |  |                     |             |              |            |            |   |              |                        |                   |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) | 1NWN-Q6PC-1PY6 | 18-Sanitaire Vacuum, Vacuum Belts, & Chairs for TLRC | Paid by EFT # 57949 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 1,258.05               |                   |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) | 1JHP-DLMM-9J61 | 18-Banquet-Style Chairs for TLRC Silver Sneakers     | Paid by EFT # 57949 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 497.88                 |                   |
|  |                |  |                     |             |              |            |            | Account <b>52420 - Other Supplies</b> Totals                  |              | Invoice Transactions 2 | <u>\$1,755.93</u> |
| Account <b>53940 - Temporary Contractual Employee</b>  |                |  |                     |             |              |            |            |   |              |                        |                   |
| 6161 - Morgan Ashley Banks                             | 030724         | 18-TLRC Fitness Specialist                           | Paid by EFT # 57957 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 125.00                 |                   |
| 8271 - Morgan Brummett                                 | 030724         | 18-TLRC Fitness Specialist                           | Paid by EFT # 57978 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 62.50                  |                   |
| 8271 - Morgan Brummett                                 | 031324         | 18-TLRC Fitness Specialist                           | Paid by EFT # 57978 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 255.00                 |                   |
| 7276 - Kaitlyn Clementi                                | 031324         | 18-TLRC Fitness Specialist                           | Paid by EFT # 57992 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 225.00                 |                   |
| 8370 - Alice M Day                                     | 030524         | 18-TLRC Fitness Specialist                           | Paid by EFT # 57998 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024   | 31.25                  |                   |



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| <b>Fund 201 - Parks and Rec Non Reverting</b>         |              |   |                     |             |              |            |  |               |                         |                   |
| Department <b>18 - Parks &amp; Recreation</b>         |              |   |                     |             |              |            |  |               |                         |                   |
| Program <b>185002 - TLRC-Health &amp; Wellness</b>    |              |   |                     |             |              |            |  |               |                         |                   |
| Account <b>53940 - Temporary Contractual Employee</b> |              |   |                     |             |              |            |  |               |                         |                   |
| 13007 - Valeria A Decastro                            | 030824       | 18-TLRC Fitness Specialist                    | Paid by EFT # 57999 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 105.00            |
| 5274 - Catherine T Gossett                            | 031524       | 18-TLRC Fitness Specialist                    | Paid by EFT # 58028 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 312.50            |
| 5274 - Catherine T Gossett                            | 031324       | 18-TLRC Fitness Specialist                    | Paid by EFT # 58028 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 15.00             |
| 8399 - Gustavus Alexis McLeod                         | 030524       | 18-TLRC Fitness Specialist                    | Paid by EFT # 58064 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 31.25             |
| 8894 - Matthew Thomas Moon                            | 031224       | 18-TLRC Fitness Specialist                    | Paid by EFT # 58071 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 285.00            |
| 1973 - Megan M Stark                                  | 031524       | 18-TLRC Fitness Specialist                    | Paid by EFT # 58120 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 570.00            |
|   |              |   |                     |             |              |            | Account <b>53940 - Temporary Contractual Employee</b> Totals |               | Invoice Transactions 11 | <u>\$2,017.50</u> |
|   |              |   |                     |             |              |            | Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals    |               | Invoice Transactions 13 | <u>\$3,773.43</u> |
| Program <b>185003 - TLRC-Basketball</b>               |              |   |                     |             |              |            |  |               |                         |                   |
| Account <b>52420 - Other Supplies</b>                 |              |   |                     |             |              |            |  |               |                         |                   |
| 6530 - Office Depot, INC                              | 357370206001 | 18-2024- TLRC Printer Toner in Scott's Office | Paid by EFT # 58078 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 185.29            |
|   |              |   |                     |             |              |            | Account <b>52420 - Other Supplies</b> Totals                 |               | Invoice Transactions 1  | <u>\$185.29</u>   |
| Account <b>53940 - Temporary Contractual Employee</b> |              |   |                     |             |              |            |  |               |                         |                   |
| 7184 - Larry Branam                                   | 030624       | 18-TLRC Basketball Official                   | Paid by EFT # 57975 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 200.00            |
| 8414 - Scott Matthew Burton                           | 030724       | 18-TLRC Basketball Official                   | Paid by EFT # 57979 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 225.00            |
| 20105 - Brandon B Chambers                            | 030724       | 18-TLRC Basketball Official                   | Paid by EFT # 57989 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 100.00            |
| 8862 - Gavin Muhlenkamp                               | 022924       | 18-TLRC Basketball Official                   | Paid by EFT # 58073 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 125.00            |
| 8961 - Brandon Olson                                  | 030724       | 18-TLRC Basketball Official                   | Paid by EFT # 58080 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 350.00            |
| 8566 - Jarrett Phillips                               | 022924       | 18-TLRC Basketball Official                   | Paid by EFT # 58088 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 100.00            |
| 9069 - Aden Pierce                                    | 030524       | 18-TLRC Basketball Official                   | Paid by EFT # 58089 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 100.00            |
| 8999 - Mia Colleen Robbennolt                         | 030424       | 18-TLRC Basketball Official                   | Paid by EFT # 58107 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 200.00            |
| 9167 - David E Stewart                                | 030724       | 18-TLRC Basketball Official                   | Paid by EFT # 58122 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 100.00            |
| 8913 - Patrick Blaze Sturm                            | 022624       | 18-TLRC Basketball Official                   | Paid by EFT # 58123 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 100.00            |
| 8496 - Eliot Vartian-Foss                             | 030624       | 18-TLRC Basketball Official                   | Paid by EFT # 58146 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |               | 03/28/2024              | 300.00            |



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| <b>Fund 201 - Parks and Rec Non Reverting</b>             |               |   |                       |             |              |            |            |  |              |                         |                   |
| Department <b>18 - Parks &amp; Recreation</b>             |               |   |                       |             |              |            |            |  |              |                         |                   |
| Program <b>185003 - TLRC-Basketball</b>                   |               |   |                       |             |              |            |            |  |              |                         |                   |
| Account <b>53940 - Temporary Contractual Employee</b>     |               |   |                       |             |              |            |            |  |              |                         |                   |
| 8454 - David Lee Williams                                 | 022624        | 18-TLRC Basketball Official                                 | Paid by EFT # 58153   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 50.00                   |                   |
|   |               |   |                       |             |              |            |            | Account <b>53940 - Temporary Contractual Employee</b> Totals     |              | Invoice Transactions 12 | <u>\$1,950.00</u> |
|   |               |   |                       |             |              |            |            | Program <b>185003 - TLRC-Basketball</b> Totals                   |              | Invoice Transactions 13 | <u>\$2,135.29</u> |
| Program <b>185006 - TLRC-Concessions</b>                  |               |   |                       |             |              |            |            |  |              |                         |                   |
| Account <b>43290 - Concessions</b>                        |               |   |                       |             |              |            |            |  |              |                         |                   |
| 204 - State Of Indiana                                    | Salestax 0224 | 18-February 2024 Sales Tax                                  | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |  | 03/19/2024   | 464.92                  |                   |
|   |               |   |                       |             |              |            |            | Account <b>43290 - Concessions</b> Totals                        |              | Invoice Transactions 1  | <u>\$464.92</u>   |
| Account <b>43295 - Concessions FB Tax</b>                 |               |   |                       |             |              |            |            |  |              |                         |                   |
| 204 - State Of Indiana                                    | Salestax 0224 | 18-February 2024 Sales Tax                                  | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |  | 03/19/2024   | 270.91                  |                   |
| 204 - State Of Indiana                                    | F&B Tax 0224  | 18-February 2024 F&B Tax                                    | Paid by EFT # 57929   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |  | 03/19/2024   | 38.71                   |                   |
|   |               |   |                       |             |              |            |            | Account <b>43295 - Concessions FB Tax</b> Totals                 |              | Invoice Transactions 2  | <u>\$309.62</u>   |
| Account <b>43300 - Vending</b>                            |               |   |                       |             |              |            |            |  |              |                         |                   |
| 204 - State Of Indiana                                    | F&B Tax 0224  | 18-February 2024 F&B Tax                                    | Paid by EFT # 57929   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |  | 03/19/2024   | .00                     |                   |
|   |               |   |                       |             |              |            |            | Account <b>43300 - Vending</b> Totals                            |              | Invoice Transactions 1  | <u>\$0.00</u>     |
| Account <b>52330 - Street , Alley, and Sewer Material</b> |               |   |                       |             |              |            |            |  |              |                         |                   |
| 4099 - Gold Medal Products CO.                            | 182288        | 18 - TLRC Concessions Items for Sale 3-11-2024              | Paid by EFT # 58026   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 378.00                  |                   |
| 4099 - Gold Medal Products CO.                            | 182359        | 18 - TLRC Concessions Items for Sale 3-18-24                | Paid by EFT # 58026   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 318.60                  |                   |
| 8155 - PepsiCo Beverage Sales, LLC                        | 31482954      | 18 - TLRC Concessions Items for Sale 3-6-2024               | Paid by EFT # 58087   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 568.44                  |                   |
| 8155 - PepsiCo Beverage Sales, LLC                        | 30013912      | 18 - TLRC Concessions Items for Sale 3-13-24                | Paid by EFT # 58087   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 383.63                  |                   |
| 5819 - Synchrony Bank                                     | 7977          | 18-TLRC Concessions-bananas/candy/snacks 3-15-24            | Paid by Check # 78195 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 239.12                  |                   |
| 21145 - Sysco USA III, LLC                                | 338915732     | 18-TLRC Concessions-hamburgers/chicken/bu ns/fries- 3-13-24 | Paid by EFT # 58126   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |  | 03/28/2024   | 743.55                  |                   |
|   |               |   |                       |             |              |            |            | Account <b>52330 - Street , Alley, and Sewer Material</b> Totals |              | Invoice Transactions 6  | <u>\$2,631.34</u> |
|   |               |   |                       |             |              |            |            | Program <b>185006 - TLRC-Concessions</b> Totals                  |              | Invoice Transactions 10 | <u>\$3,405.88</u> |





# Board of Park Commissioners Claim Register

Invoice Date Range 03/16/24 - 03/28/24

| Vendor   | Invoice No.    | Invoice Description                                      | Status                | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date  | Invoice Amount         |                 |
|--|----------------|--|-----------------------|-------------|--------------|------------|------------|---------------|---|------------------------|-----------------|
| Fund <b>201 - Parks and Rec Non Reverting</b>            |                |  |                       |             |              |            |            |               |   |                        |                 |
| Department <b>18 - Parks &amp; Recreation</b>            |                |  |                       |             |              |            |            |               |   |                        |                 |
| Program <b>186500 - Community Events</b>                 |                |  |                       |             |              |            |            |               |   |                        |                 |
| Account <b>43370 - Other Sales</b>                       |                |  |                       |             |              |            |            |               |   |                        |                 |
| 204 - State Of Indiana                                   | Salestax 0224  | 18-February 2024 Sales Tax                               | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |               | 03/19/2024  | 15.42                  |                 |
|  |                |  |                       |             |              |            |            |               | Account <b>43370 - Other Sales</b> Totals                       | Invoice Transactions 1 | <u>\$15.42</u>  |
| Account <b>52420 - Other Supplies</b>                    |                |  |                       |             |              |            |            |               |   |                        |                 |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)   | 1LM3-MGCN-VG91 | 18-First Aid Kits, Glue Sticks, Boxes, Tape, Nets (CE)   | Paid by EFT # 57949   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 272.77                 |                 |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)   | 1CNN-VDHQ-NXY6 | 18-Paper Bags, Glue, Magnets, Table Cloths for Comm. Ev. | Paid by EFT # 57949   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 32.78                  |                 |
| 4574 - John Deere Financial f.s.b. (Rural King)          | 91824          | 18 - Dog treats and toys - Mad Paws Egg Hunt             | Paid by Check # 78187 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 72.78                  |                 |
|  |                |  |                       |             |              |            |            |               | Account <b>52420 - Other Supplies</b> Totals                    | Invoice Transactions 3 | <u>\$378.33</u> |
| Account <b>53990 - Other Services and Charges</b>        |                |  |                       |             |              |            |            |               |   |                        |                 |
| 7767 - Daniel P Alexander (Beetlegraphix)                | 00032024       | 18 - Caricatures @ Pet Expo Event 3/3/24                 | Paid by EFT # 57947   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 400.00                 |                 |
|  |                |  |                       |             |              |            |            |               | Account <b>53990 - Other Services and Charges</b> Totals        | Invoice Transactions 1 | <u>\$400.00</u> |
|  |                |  |                       |             |              |            |            |               | Program <b>186500 - Community Events</b> Totals                 | Invoice Transactions 5 | <u>\$793.75</u> |
| Program <b>186503 - Community Events-Farmers' Market</b> |                |  |                       |             |              |            |            |               |   |                        |                 |
| Account <b>52420 - Other Supplies</b>                    |                |  |                       |             |              |            |            |               |   |                        |                 |
| 4610 - Hopscotch Coffee, LLC                             | 000130         | 18- FM Catering-coffee-To Go Box                         | Paid by EFT # 58036   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 130.98                 |                 |
|  |                |  |                       |             |              |            |            |               | Account <b>52420 - Other Supplies</b> Totals                    | Invoice Transactions 1 | <u>\$130.98</u> |
| Account <b>53310 - Printing</b>                          |                |  |                       |             |              |            |            |               |   |                        |                 |
| 7815 - A&M Graphics (Baugh Fine Print and Mailing)       | 42264          | 18-2024 Farmers Market trifold promo brochure #500       | Paid by EFT # 57943   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 195.60                 |                 |
|  |                |  |                       |             |              |            |            |               | Account <b>53310 - Printing</b> Totals                          | Invoice Transactions 1 | <u>\$195.60</u> |
|  |                |  |                       |             |              |            |            |               | Program <b>186503 - Community Events-Farmers' Market</b> Totals | Invoice Transactions 2 | <u>\$326.58</u> |
| Program <b>186507 - 4th of July Parade</b>               |                |  |                       |             |              |            |            |               |   |                        |                 |
| Account <b>52420 - Other Supplies</b>                    |                |  |                       |             |              |            |            |               |   |                        |                 |
| 11693 - The Award Center, INC                            | 61856          | 18-4th of July 2023 sponsor plaque                       | Paid by EFT # 58129   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |               | 03/28/2024  | 38.00                  |                 |
|  |                |  |                       |             |              |            |            |               | Account <b>52420 - Other Supplies</b> Totals                    | Invoice Transactions 1 | <u>\$38.00</u>  |
|  |                |  |                       |             |              |            |            |               | Program <b>186507 - 4th of July Parade</b> Totals               | Invoice Transactions 1 | <u>\$38.00</u>  |



# Board of Park Commissioners Claim Register

Invoice Date Range 03/16/24 - 03/28/24

| Vendor   | Invoice No.    | Invoice Description  | Status                | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date   | Payment Date           | Invoice Amount  |
|--|----------------|--|-----------------------|-------------|--------------|------------|------------|---|------------------------|-----------------|
| <b>Fund 201 - Parks and Rec Non Reverting</b>            |                |  |                       |             |              |            |            |   |                        |                 |
| Department <b>18 - Parks &amp; Recreation</b>            |                |  |                       |             |              |            |            |   |                        |                 |
| Program <b>187001 - Adult Sports-Softball</b>            |                |  |                       |             |              |            |            |   |                        |                 |
| Account <b>43220 - Facility Rentals</b>                  |                |  |                       |             |              |            |            |   |                        |                 |
| 204 - State Of Indiana                                   | Salestax 0224  | 18-February 2024 Sales Tax                                     | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |   | 03/19/2024             | 325.37          |
|  |                |  |                       |             |              |            |            | Account <b>43220 - Facility Rentals</b> Totals                  | Invoice Transactions 1 | <u>\$325.37</u> |
|  |                |  |                       |             |              |            |            | Program <b>187001 - Adult Sports-Softball</b> Totals            | Invoice Transactions 1 | <u>\$325.37</u> |
| Program <b>187002 - Adult Sports-Tennis</b>              |                |  |                       |             |              |            |            |   |                        |                 |
| Account <b>52420 - Other Supplies</b>                    |                |  |                       |             |              |            |            |   |                        |                 |
| 6996 - 10-S Tennis Supply (Fast Dry Corporation)         | 163348         | 18-TLRC - Tennis Net Replacements                              | Paid by EFT # 57941   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024             | 820.24          |
|  |                |  |                       |             |              |            |            | Account <b>52420 - Other Supplies</b> Totals                    | Invoice Transactions 1 | <u>\$820.24</u> |
|  |                |  |                       |             |              |            |            | Program <b>187002 - Adult Sports-Tennis</b> Totals              | Invoice Transactions 1 | <u>\$820.24</u> |
| Program <b>189003 - Operations-Open Shelters</b>         |                |  |                       |             |              |            |            |   |                        |                 |
| Account <b>43220 - Facility Rentals</b>                  |                |  |                       |             |              |            |            |   |                        |                 |
| 204 - State Of Indiana                                   | Salestax 0224  | 18-February 2024 Sales Tax                                     | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |   | 03/19/2024             | 122.01          |
|  |                |  |                       |             |              |            |            | Account <b>43220 - Facility Rentals</b> Totals                  | Invoice Transactions 1 | <u>\$122.01</u> |
|  |                |  |                       |             |              |            |            | Program <b>189003 - Operations-Open Shelters</b> Totals         | Invoice Transactions 1 | <u>\$122.01</u> |
| Program <b>189006 - Switchyard Property</b>              |                |  |                       |             |              |            |            |   |                        |                 |
| Account <b>43220 - Facility Rentals</b>                  |                |  |                       |             |              |            |            |   |                        |                 |
| 204 - State Of Indiana                                   | Salestax 0224  | 18-February 2024 Sales Tax                                     | Paid by EFT # 57928   |             | 03/19/2024   | 03/19/2024 | 03/19/2024 |   | 03/19/2024             | 152.60          |
|  |                |  |                       |             |              |            |            | Account <b>43220 - Facility Rentals</b> Totals                  | Invoice Transactions 1 | <u>\$152.60</u> |
| Account <b>53160 - Instruction</b>                       |                |  |                       |             |              |            |            |   |                        |                 |
| 9031 - Indiana Park And Recreation Association           | 36543          | 18 SYP IPRA Maintenance Workshop Registration Fee: Tull/Hinton | Paid by Check # 78184 |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024             | 50.00           |
|  |                |  |                       |             |              |            |            | Account <b>53160 - Instruction</b> Totals                       | Invoice Transactions 1 | <u>\$50.00</u>  |
|  |                |  |                       |             |              |            |            | Program <b>189006 - Switchyard Property</b> Totals              | Invoice Transactions 2 | <u>\$202.60</u> |
| Program <b>G21015 - 2021-2024 Leonard Sp Nature Days</b> |                |  |                       |             |              |            |            |   |                        |                 |
| Account <b>52420 - Other Supplies</b>                    |                |  |                       |             |              |            |            |   |                        |                 |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)   | 1JXW-K7FV-RHDL | 18- Card Stock, Green/Blue Paper, Pencil Sharpener (N.Res)     | Paid by EFT # 57949   |             | 03/19/2024   | 03/19/2024 | 03/28/2024 |   | 03/28/2024             | 71.56           |
|  |                |  |                       |             |              |            |            | Account <b>52420 - Other Supplies</b> Totals                    | Invoice Transactions 1 | <u>\$71.56</u>  |
|  |                |  |                       |             |              |            |            | Program <b>G21015 - 2021-2024 Leonard Sp Nature Days</b> Totals | Invoice Transactions 1 | <u>\$71.56</u>  |



# Board of Park Commissioners Claim Register

Invoice Date Range 03/16/24 - 03/28/24

| Vendor   | Invoice No.    | Invoice Description  | Status                | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date        | Payment Date | Invoice Amount      |
|--|----------------|--|-----------------------|-------------|--------------|------------|--|----------------------|--------------|---------------------|
| <b>Fund 201 - Parks and Rec Non Reverting</b>          |                |  |                       |             |              |            |  |                      |              |                     |
| Department <b>18 - Parks &amp; Recreation</b>          |                |  |                       |             |              |            |  |                      |              |                     |
| Program <b>G23013 - 2023-24 21St Century Lear Ctr</b>  |                |  |                       |             |              |            |  |                      |              |                     |
| Account <b>52420 - Other Supplies</b>                  |                |  |                       |             |              |            |  |                      |              |                     |
| 5819 - Synchrony Bank                                  | 9050           | 18- Banneker afterschool supplies 2-29-24                  | Paid by Check # 78195 |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |                      | 03/28/2024   | 138.14              |
|  |                |  |                       |             |              |            | Account <b>52420 - Other Supplies</b> Totals                 | Invoice Transactions | 1            | <u>\$138.14</u>     |
|  |                |  |                       |             |              |            | Program <b>G23013 - 2023-24 21St Century Lear Ctr</b> Totals | Invoice Transactions | 1            | <u>\$138.14</u>     |
| Program <b>G23014 - 2023-24 Griffy Nature Days</b>     |                |  |                       |             |              |            |  |                      |              |                     |
| Account <b>52420 - Other Supplies</b>                  |                |  |                       |             |              |            |  |                      |              |                     |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) | 1JXW-K7FV-RHDL | 18- Card Stock, Green/Blue Paper, Pencil Sharpener (N.Res) | Paid by EFT # 57949   |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |                      | 03/28/2024   | 50.14               |
|  |                |  |                       |             |              |            | Account <b>52420 - Other Supplies</b> Totals                 | Invoice Transactions | 1            | <u>\$50.14</u>      |
|  |                |  |                       |             |              |            | Program <b>G23014 - 2023-24 Griffy Nature Days</b> Totals    | Invoice Transactions | 1            | <u>\$50.14</u>      |
|  |                |  |                       |             |              |            | Department <b>18 - Parks &amp; Recreation</b> Totals         | Invoice Transactions | 104          | <u>\$51,601.20</u>  |
|  |                |  |                       |             |              |            | Fund <b>201 - Parks and Rec Non Reverting</b> Totals         | Invoice Transactions | 104          | <u>\$51,601.20</u>  |
| <b>Fund 985 - Parks GO Bonds 2022</b>                  |                |  |                       |             |              |            |  |                      |              |                     |
| Department <b>18 - Parks &amp; Recreation</b>          |                |  |                       |             |              |            |  |                      |              |                     |
| Program <b>180000 - Main</b>                           |                |  |                       |             |              |            |  |                      |              |                     |
| Account <b>54510 - Other Capital Outlays</b>           |                |  |                       |             |              |            |  |                      |              |                     |
| 3663 - WSP USA, INC                                    | 1382455        | 07- 2nd St PBL -2nd Street Modern proj LPA 11/11-12/01/23  | Paid by EFT # 58156   |             | 03/19/2024   | 03/19/2024 | 03/28/2024   |                      | 03/28/2024   | 17,767.70           |
|  |                |  |                       |             |              |            | Account <b>54510 - Other Capital Outlays</b> Totals          | Invoice Transactions | 1            | <u>\$17,767.70</u>  |
|  |                |  |                       |             |              |            | Program <b>180000 - Main</b> Totals                          | Invoice Transactions | 1            | <u>\$17,767.70</u>  |
|  |                |  |                       |             |              |            | Department <b>18 - Parks &amp; Recreation</b> Totals         | Invoice Transactions | 1            | <u>\$17,767.70</u>  |
|  |                |  |                       |             |              |            | Fund <b>985 - Parks GO Bonds 2022</b> Totals                 | Invoice Transactions | 1            | <u>\$17,767.70</u>  |
|  |                |  |                       |             |              |            | Grand Totals   | Invoice Transactions | 197          | <u>\$163,981.92</u> |

**REGISTER OF CLAIMS**  
**Board: Parks & Recreation Claim Register**

| Date:    | Type of Claim | FUND | Description | Bank Transfer | Amount              |
|----------|---------------|------|-------------|---------------|---------------------|
| 03/28/24 | Claims        |      |             |               | \$163,981.92        |
|          |               |      |             |               | <u>\$163,981.92</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 3/28/2024

\$163,981.92

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.**

\_\_\_\_\_  
 \_\_\_\_\_

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

Fiscal Office \_\_\_\_\_



# Journal Edit Listing

Sort By Entry

| Department                 | Number          | Journal Type              | Sub Ledger                      | G/L Date           | Description           | Source                 | Reference              | Reclassification | Journal Type |
|----------------------------|-----------------|---------------------------|---------------------------------|--------------------|-----------------------|------------------------|------------------------|------------------|--------------|
| Parks - Parks & Recreation | 2024-00003871   | BA                        | GL                              | 03/14/2024         | Budget Amendment      |                        |                        |                  |              |
|                            | <i>G/L Date</i> | <i>G/L Account Number</i> | <i>Account Description</i>      | <i>Description</i> | <i>Source</i>         | <i>Increase Amount</i> | <i>Decrease Amount</i> |                  |              |
|                            | 03/14/2024      | 201-18-181001-52420       | Other Supplies                  | Budget Amendment   |                       | 800.00                 | .00                    |                  |              |
|                            | 03/14/2024      | 201-18-184500-52310       | Building Materials and Supplies | Budget Amendment   |                       | 3,160.00               | .00                    |                  |              |
|                            | 03/14/2024      | 201-18-184500-52420       | Other Supplies                  | Budget Amendment   |                       | 100.00                 | .00                    |                  |              |
|                            | 03/14/2024      | 201-18-184501-52420       | Other Supplies                  | Budget Amendment   |                       | 1,000.00               | .00                    |                  |              |
|                            | 03/14/2024      | 201-18-184501-53230       | Travel                          | Budget Amendment   |                       | 118.00                 | .00                    |                  |              |
|                            | 03/14/2024      | 201-18-184502-53310       | Printing                        | Budget Amendment   |                       | 200.00                 | .00                    |                  |              |
|                            | 03/14/2024      | 201-18-186502-53940       | Temporary Contractual Employee  | Budget Amendment   |                       | 100.00                 | .00                    |                  |              |
|                            | 03/14/2024      | 201-18-186502-53990       | Other Services and Charges      | Budget Amendment   |                       | 150.00                 | .00                    |                  |              |
|                            | 03/14/2024      | 201-18-189006-52430       | Uniforms and Tools              | Budget Amendment   |                       | 438.00                 | .00                    |                  |              |
|                            | 03/14/2024      | 201-18-189006-53830       | Bank Charges                    | Budget Amendment   |                       | 500.00                 | .00                    |                  |              |
|                            | 03/14/2024      | 201-18-181100-52430       | Uniforms and Tools              | Budget Amendment   |                       | 951.00                 | .00                    |                  |              |
|                            |                 |                           |                                 |                    | Number of Entries: 11 | <u>\$7,517.00</u>      | <u>\$.00</u>           |                  |              |



# Journal Edit Listing

Sort By Entry

| Department                 | Number        | Journal Type | Sub Ledger | G/L Date   | Description      | Source | Reference | Reclassification | Journal Type |
|----------------------------|---------------|--------------|------------|------------|------------------|--------|-----------|------------------|--------------|
| Parks - Parks & Recreation | 2024-00003873 | BA           | GL         | 03/14/2024 | Budget Amendment |        |           |                  |              |

| <i>G/L Date</i> | <i>G/L Account Number</i> | <i>Account Description</i> | <i>Description</i> | <i>Source</i> | <i>Increase Amount</i> | <i>Decrease Amount</i> |
|-----------------|---------------------------|----------------------------|--------------------|---------------|------------------------|------------------------|
| 03/14/2024      | 201-18-181100-52420       | Other Supplies             | Budget Amendment   |               | 449.00                 | .00                    |
|                 |                           |                            |                    |               | \$449.00               | \$.00                  |

Number of Entries: 1

**REVENUES AND EXPENSES: COMPARISON REPORT**

| Expenses February 2024     | 2023 Total Expense Budget | 2023 Expenses as of December | 2023 Expenses as of February | 2023 % of Expenses | 2024 Total Expense Budget | 2024 Expenses as of February | 2024 % of Expenses |
|----------------------------|---------------------------|------------------------------|------------------------------|--------------------|---------------------------|------------------------------|--------------------|
| <b>General Fund</b>        |                           |                              |                              |                    |                           |                              |                    |
| Administration             | 844,049                   | 853,088                      | 400,376                      | 46.93%             | 967,553                   | 271,215                      | 28.03%             |
| Health & Wellness          | 93,493                    | 83,186                       | 10,511                       | 12.64%             | 96,485                    | 12,473                       | 12.93%             |
| Community Relations        | 540,874                   | 461,814                      | 74,705                       | 16.18%             | 526,904                   | 35,626                       | 14.18%             |
| Aquatics                   | 451,892                   | 417,982                      | 7,118                        | 1.70%              | 515,687                   | 29,381                       | 5.70%              |
| Frank Southern Center      | 425,242                   | 378,088                      | 81,607                       | 21.58%             | 476,556                   | 80,730                       | 16.94%             |
| Golf Services              | 915,889                   | 898,604                      | 87,711                       | 9.76%              | 1,121,282                 | 111,240                      | 9.92%              |
| Natural Resources          | 534,405                   | 453,186                      | 42,947                       | 9.48%              | 489,686                   | 31,850                       | 6.50%              |
| Youth Programs             | 82,763                    | 78,331                       | 13,891                       | 17.73%             | 87,236                    | 10,652                       | 12.21%             |
| TLRC                       | 315,143                   | 303,937                      | 53,464                       | 17.59%             | 336,480                   | 39,819                       | 11.83%             |
| Community Events           | 567,876                   | 508,921                      | 85,106                       | 16.72%             | 586,536                   | 46,361                       | 7.90%              |
| Adult Sports               | 294,196                   | 248,996                      | 29,884                       | 12.00%             | 280,961                   | 23,085                       | 8.22%              |
| Youth Sports               | 311,917                   | 327,200                      | 26,253                       | 8.02%              | 341,796                   | 26,946                       | 7.88%              |
| BBCC                       | 453,306                   | 377,717                      | 52,760                       | 13.97%             | 456,923                   | 44,088                       | 9.65%              |
| Inclusive Recreation       | 137,174                   | 95,099                       | 10,318                       | 10.85%             | 105,704                   | 9,062                        | 8.57%              |
| Operations                 | 2,347,357                 | 2,074,760                    | 237,663                      | 11.45%             | 2,300,690                 | 182,453                      | 7.93%              |
| Switchyard Property        | 859,828                   | 678,090                      | 77,531                       | 11.43%             | 1,104,528                 | 83,633                       | 7.57%              |
| Landscaping                | 1,061,503                 | 889,220                      | 97,011                       | 10.91%             | 1,198,072                 | 71,067                       | 5.93%              |
| Cemeteries                 | 256,422                   | 235,083                      | 22,010                       | 9.36%              | 243,032                   | 15,238                       | 6.27%              |
| Urban Forestry             | 660,133                   | 446,354                      | 117,932                      | 26.42%             | 697,586                   | 102,656                      | 14.72%             |
| <b>General Fund total:</b> | <b>11,153,462</b>         | <b>9,809,658</b>             | <b>1,528,795</b>             | <b>15.58%</b>      | <b>11,933,697</b>         | <b>1,227,572</b>             | <b>10.29%</b>      |

| Expenses February 2024    | 2023 Total Expense Budget | 2023 Expenses as of December | 2023 Expenses as of February | 2023 % of Expenses | 2024 Total Expense Budget | 2024 Expenses as of February | 2024 % of Expenses |
|---------------------------|---------------------------|------------------------------|------------------------------|--------------------|---------------------------|------------------------------|--------------------|
| <b>Non-Reverting Fund</b> |                           |                              |                              |                    |                           |                              |                    |
| Administration            | 17,168                    | 8,202                        | 1,693                        | 20.64%             | 19,400                    | 1,181                        | 6.09%              |
| Health & Wellness         | 6,487                     | 27,218                       | 307                          | 1.13%              | 5,925                     | 725                          | 12.24%             |
| Community Relations       | 5,350                     | 2,185                        | 0                            | 0.00%              | 5,350                     | 0                            | 0.00%              |
| Aquatics                  | 76,595                    | 80,959                       | 0                            | 0.00%              | 94,712                    | 2                            | 0.00%              |
| Frank Southern Center     | 89,833                    | 79,277                       | 21,712                       | 27.39%             | 116,963                   | 18,703                       | 15.99%             |
| Golf Services             | 154,313                   | 177,681                      | 100                          | 0.06%              | 163,535                   | 183                          | 0.11%              |
| Natural Resources         | 46,850                    | 28,568                       | 3,868                        | 13.54%             | 46,850                    | 25,460                       | 54.34%             |
| Youth Programs            | 166,839                   | 168,760                      | 997                          | 0.59%              | 171,747                   | 383                          | 0.22%              |
| *TLRC - day to day        | 650,779                   | 584,660                      | 101,986                      | 17.44%             | 877,333                   | 94,661                       | 10.79%             |
| Community Events          | 144,879                   | 147,200                      | 8,354                        | 5.68%              | 149,792                   | 6,643                        | 4.43%              |
| Adult Sports              | 110,335                   | 82,805                       | 1,402                        | 1.69%              | 90,505                    | 1,619                        | 1.79%              |
| Youth Sports              | 9,752                     | 9,302                        | 1,603                        | 17.23%             | 935                       | 1,247                        | 133.35%            |
| BBCC                      | 4,560                     | 685                          | 0                            | 0.00%              | 5,960                     | 0                            | 0.00%              |
| Inclusive Recreation      | 0                         | 0                            | 0                            | 0.00%              | 0                         | 0                            | 0.00%              |
| Operations                | 572,425                   | 816,430                      | 620,633                      | 76.02%             | 53,340                    | 5,145                        | 9.65%              |
| Dog Park                  | 36,635                    | 0                            | 0                            | 0.00%              | 0                         | 0                            | 0.00%              |
| Switchyard                | 0                         | 41,312                       | 2,144                        | 5.19%              | 36,185                    | 2,230                        | 6.16%              |
| Urban Forestry            | 12,850                    | 16,577                       | 0                            | 0.00%              | 14,800                    | 4,585                        | 30.98%             |
| <b>N-R Fund subtotal:</b> | <b>2,105,650</b>          | <b>2,271,819</b>             | <b>764,798</b>               | <b>33.66%</b>      | <b>1,853,333</b>          | <b>162,767</b>               | <b>8.78%</b>       |
| TLRC - bond               | 474,012                   | 474,013                      | 231,406                      | 48.82%             | 482,912                   | 238,506                      | 49.39%             |
| <b>N-R Fund total:</b>    | <b>2,579,662</b>          | <b>2,745,832</b>             | <b>996,204</b>               | <b>36.28%</b>      | <b>2,336,245</b>          | <b>401,274</b>               | <b>17.18%</b>      |

| Expenses February 2024         | 2023 Total Expense Budget | 2023 Expenses as of December | 2023 Expenses as of February | 2023 % of Expenses | 2024 Total Expense Budget | 2024 Expenses as of February | 2024 % of Expenses |
|--------------------------------|---------------------------|------------------------------|------------------------------|--------------------|---------------------------|------------------------------|--------------------|
| <b>Other Misc Funds</b>        |                           |                              |                              |                    |                           |                              |                    |
| 23-24 MCCSC 21st Com Learn     |                           |                              |                              |                    |                           | 9,003                        |                    |
| 2022-2023 MCCSC 21st Century   |                           |                              | 6,665                        |                    |                           |                              |                    |
| Storm Response Plan            |                           |                              | 473                          |                    |                           |                              |                    |
| Banneker Nature Days           |                           |                              | 70                           |                    |                           |                              |                    |
| <b>Other Misc Funds total:</b> | <b>0</b>                  | <b>0</b>                     | <b>7,207</b>                 | <b>0.00%</b>       | <b>0</b>                  | <b>9,003</b>                 |                    |
|                                |                           |                              |                              |                    |                           |                              |                    |
| <b>TOTAL ALL FUNDS</b>         | <b>13,733,124</b>         | <b>9,537,723</b>             | <b>2,532,207</b>             | <b>26.55%</b>      | <b>14,269,942</b>         | <b>1,637,849</b>             | <b>11.48%</b>      |



| PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT |                        |                             |                             |                                     |                                 |                             |                                     |
|---|------------------------|-----------------------------|-----------------------------|-------------------------------------|---------------------------------|-----------------------------|-------------------------------------|
| Revenue February 2024   | 2023 Projected Revenue | 2023 Revenue as of December | 2023 Revenue as of February | 2023 % of Revenue Collected to date | 2024 Projected Revenue for year | 2024 Revenue as of February | 2024 % of Revenue Collected to date |
| <b>General Fund</b>   |                        |                             |                             |                                     |                                 |                             |                                     |
| Taxes/Misc Revenue  | 8,138,119              | 7,932,631                   | 0                           | 0.00%                               | 8,342,431                       | 0                           | 0.00%                               |
| Administration  | 400                    | 435                         | 0                           | 0.00%                               | 766,400                         | 0                           | 0.00%                               |
| Community Relations   | 0                      | 0                           | 0                           | 0.00%                               | 0                               | 0                           | 0.00%                               |
| Aquatics  | 188,000                | 212,859                     | 0                           | 0.00%                               | 206,000                         | 0                           | 0.00%                               |
| Frank Southern  | 225,000                | 214,755                     | 96,166                      | 44.78%                              | 199,500                         | 74,983                      | 37.59%                              |
| Golf Services   | 701,000                | 1,034,409                   | 26,450                      | 2.56%                               | 766,000                         | 23,241                      | 3.03%                               |
| Natural Resources   | 0                      | 0                           |                             | 0.00%                               | 0                               | 0                           | 0.00%                               |
| Youth Services  | 0                      | 0                           |                             | 0.00%                               | 0                               | 0                           | 0.00%                               |
| Community Events  | 14,000                 | 14,485                      | 1,420                       | 5.33%                               | 14,800                          | 1,040                       | 7.03%                               |
| Adult Sports  | 32,000                 | 26,650                      |                             | 0.00%                               | 32,000                          |                             | 0.00%                               |
| Youth Sports  | 39,000                 | 50,380                      |                             | 0.00%                               | 6,000                           | -93                         | -1.54%                              |
| BBCC  | 18,000                 | 19,988                      | 4,821                       | 24.12%                              | 19,260                          | 5,905                       | 30.66%                              |
| Operations  | 0                      | 29                          |                             | 0.00%                               | 0                               | 0                           | 0.00%                               |
| Landscaping   | 0                      | 0                           |                             | 0.00%                               | 0                               | 0                           | 0.00%                               |
| Cemeteries  | 42,000                 | 49,850                      | 9,125                       | 18.30%                              | 43,375                          | 3,700                       | 8.53%                               |
| Urban Forestry  | 0                      | 0                           |                             | 0.00%                               | 0                               | 0                           | 0.00%                               |
| <b>Subtotal Program Rev</b>                                   | <b>1,259,400</b>       | <b>1,623,840</b>            | <b>137,981</b>              | <b>8.50%</b>                        | <b>2,053,335</b>                | <b>108,776</b>              | <b>5.30%</b>                        |
| <b>General Fund Total</b>                                     | <b>9,397,519</b>       | <b>9,556,470</b>            | <b>137,981</b>              | <b>1.44%</b>                        | <b>10,395,766</b>               | <b>108,776</b>              | <b>1.05%</b>                        |

| Revenue February 2024     | 2023 Projected Revenue | 2023 Revenue as of December | 2023 Revenue as of February | 2023 % of Revenue Collected to date | 2024 Projected Revenue for year | 2024 Revenue as of February | 2024 % of Revenue Collected to date |
|---------------------------|------------------------|-----------------------------|-----------------------------|-------------------------------------|---------------------------------|-----------------------------|-------------------------------------|
| <b>Non-Reverting Fund</b> |                        |                             |                             |                                     |                                 |                             |                                     |
| Administration            | 35,000                 | 43,681                      | 11,962                      | 27.38%                              | 35,600                          | 11,997                      | 33.70%                              |
| Health & Wellness         | 8,150                  | 30,029                      | 700                         | 2.33%                               | 13,400                          | 2,502                       | 18.67%                              |
| Community Relations       | 3,000                  | 5,005                       | 1,000                       | 19.98%                              | 3,000                           | 820                         | 27.33%                              |
| Aquatics                  | 82,500                 | 97,094                      | 1,185                       | 1.22%                               | 83,800                          | 650                         | 0.78%                               |
| Frank Southern            | 55,000                 | 97,406                      | 15,919                      | 16.34%                              | 84,550                          | 19,425                      | 22.97%                              |
| Golf Services             | 180,500                | 276,817                     | 5,512                       | 1.99%                               | 184,500                         | 7,035                       | 3.81%                               |
| Natural Resources         | 71,400                 | 78,273                      | 642                         | 0.82%                               | 71,400                          | 1,555                       | 2.18%                               |
| Youth Programs            | 170,000                | 176,073                     | 3,521                       | 2.00%                               | 174,500                         | 5,332                       | 3.06%                               |
| *TLRC -Operational        | 725,749                | 932,059                     | 171,850                     | 18.44%                              | 902,598                         | 183,216                     | 20.30%                              |
| Community Events          | 144,800                | 162,486                     | 31,546                      | 19.41%                              | 145,000                         | 33,310                      | 22.97%                              |
| Adult Sports              | 88,500                 | 71,883                      | 0                           | 0.00%                               | 95,000                          | -4,859                      | -5.11%                              |
| Youth Sports              | 8,000                  | 3,613                       | 0                           | 0.00%                               | 45,350                          | 0                           | 0.00%                               |
| BBCC                      | 4,800                  | 8,587                       | 955                         | 11.12%                              | 7,200                           | 289                         | 4.02%                               |
| Operations                | 69,940                 | 855,475                     | 524,085                     | 61.26%                              | 82,440                          | 15,725                      | 19.07%                              |
| Dog Park                  | 400                    | 0                           | 0                           | 0.00%                               | 400                             | 5,568                       | 1391.97%                            |
| Switchyard                | 42,500                 | 81,886                      | 14,662                      | 17.91%                              | 60,000                          | 0                           | 0.00%                               |
| Landscaping               | 0                      | 0                           | 0                           | 0.00%                               | 0                               | 0                           | 0.00%                               |
| Cemeteries                | 0                      | 0                           | 0                           | 0.00%                               | 0                               | 0                           | 0.00%                               |
| Urban Forestry            | 14,600                 | 70,390                      | 3,600                       | 5.11%                               | 23,600                          | 1,950                       | 8.26%                               |
| <b>N-R Fund subtotal:</b> | <b>1,704,839</b>       | <b>2,990,757</b>            | <b>787,137</b>              | <b>26.32%</b>                       | <b>2,012,338</b>                | <b>284,516</b>              | <b>14.14%</b>                       |

| Revenue February 2024          | 2023 Projected Revenue | 2023 Revenue as of December | 2023 Revenue as of February | 2023 % of Revenue Collected to date | 2024 Projected Revenue for year | 2024 Revenue as of February | 2024 % of Revenue Collected to date |
|--------------------------------|------------------------|-----------------------------|-----------------------------|-------------------------------------|---------------------------------|-----------------------------|-------------------------------------|
| <b>Other Misc Funds</b>        |                        |                             |                             |                                     |                                 |                             |                                     |
| G23-24 MCCSC 21st Com          |                        |                             |                             |                                     |                                 | 3,436                       |                                     |
| Duke Power Line                |                        |                             |                             |                                     |                                 | 24,875                      |                                     |
| Rosehill Trust                 |                        |                             | 320                         |                                     |                                 | 248                         |                                     |
| <b>Other Misc Funds total:</b> | <b>0</b>               | <b>0</b>                    | <b>320</b>                  |                                     | <b>0</b>                        | <b>28,559</b>               |                                     |
| <b>TOTAL ALL FUNDS</b>         | <b>11,102,358</b>      | <b>12,547,227</b>           | <b>925,438</b>              | <b>7.38%</b>                        | <b>12,408,104</b>               | <b>421,852</b>              | <b>3.40%</b>                        |

| <b>2024 Non-Reverting Cash Balances</b> | <b>1</b>                          | <b>2</b>                        | <b>3</b>                   | <b>4</b>                         | <b>5</b>  | <b>6</b>  | <b>7</b>   |
|---|-----------------------------------|---------------------------------|----------------------------|----------------------------------|---|---|--|
| <b>Area</b>                             | <b>Beginning Balance 1/1/2024</b> | <b>Revenue as of 02/29/2024</b> | <b>Other Misc. Revenue</b> | <b>Expenses as of 02/29/2024</b> | <b>Expenses from RESERVE* (see explanation below)</b> | <b>Total Current Year Over/Under (does not include expenses taken from RESERVE)</b> | <b>Total Accumulated Balance (Amount)</b>              |
| Administration                          | 462,925.69                        | 11,997.30                       |                            | 1,180.64                         |   | <b>10,816.66</b>  | 473,742.35   |
| Health & Wellness                       | 19,064.56                         | 2,502.00                        |                            | 724.96                           |   | <b>1,777.04</b>   | 20,841.60  |
| Community Relations                     | 45,139.67                         | 820.00                          |                            | 0.00                             |   | <b>820.00</b>   | 45,959.67  |
| Aquatics                                | 389,800.16                        | 650.00                          |                            | 1.74                             |   | <b>648.26</b>   | 390,448.42   |
| Frank Southern Center                   | 193,784.70                        | 19,425.34                       |                            | 18,703.20                        |   | <b>722.14</b>   | 194,506.84   |
| Golf Course                             | 437,369.59                        | 7,034.66                        |                            | 183.45                           |   | <b>6,851.21</b>   | 444,220.80   |
| Natural Resources                       | 410,946.23                        | 1,555.00                        |                            | 25,460.34                        |   | <b>(23,905.34)</b>  | 387,040.89   |
| Allison Jukebox                         | 338,641.63                        | 5,332.03                        |                            | 383.16                           |   | <b>4,948.87</b>   | 343,590.50   |
| TLRC                                    | <b>(3,191,149.56)</b>             | 167,333.18                      |                            | 333,167.57                       |   | <b>(165,834.39)</b>   | <b>(3,356,983.95)</b>                                  |
| TLRC Reserve                            | 918,675.92                        | 15,883.22                       |                            | 0.00                             |   | <b>15,883.22</b>  | 934,559.14   |
| Community Events                        | 540,885.34                        | 33,310.29                       |                            | 6,642.74                         |   | <b>26,667.55</b>  | 567,552.89   |
| Adult Sports                            | 4,610.17                          | <b>(4,859.22)</b>               |                            | 1,618.80                         |   | <b>(6,478.02)</b>   | <b>(1,867.85)</b>                                      |
| Youth Sports                            | <b>(6,174.91)</b>                 | 0.00                            |                            | 1,247.10                         |   | <b>(1,247.10)</b>   | <b>(7,422.01)</b>                                      |
| Skate Park                              | 22,417.65                         | 0                               |                            | 0.00                             |   | <b>0.00</b>   | 22,417.65  |
| Benjamin Banneker Comm Center           | 59,588.47                         | 289.35                          |                            | 0.00                             |   | <b>289.35</b>   | 59,877.82  |
| Operations                              | 322,273.02                        | 15,725.31                       |                            | 5,144.75                         |   | <b>10,580.56</b>  | 332,853.58   |
| Dog Park                                | 5,993.79                          | 0.00                            |                            | 0.00                             |   | <b>0.00</b>   | 5,993.79   |
| Switchyard Property                     | 336,893.28                        | 5,567.87                        |                            | 2,230.35                         |   | <b>3,337.52</b>   | 340,230.80   |
| Landscaping                             | 13,454.36                         | 0.00                            |                            | 0.00                             |   | <b>0.00</b>   | 13,454.36  |
| Cemeteries                              | 1,497.00                          | 0.00                            |                            | 0.00                             |   | <b>0.00</b>   | 1,497.00   |
| Urban Forestry                          | 103,230.13                        | 1,950.00                        |                            | 4,584.72                         |   | <b>(2,634.72)</b>   | 100,595.41   |
| <b>TOTALS</b>                           | <b>1,429,866.89</b>               | <b>284,516.33</b>               | <b>0.00</b>                | <b>401,273.52</b>                | <b>0.00</b>   | <b>(116,757.19)</b>   | <b>1,313,109.70</b>                                    |
|   |                                   |                                 |                            |                                  |   |   | <b>(116,757.19)</b>                                    |
|   |                                   |                                 |                            |                                  |   |   | ACTUAL INCREASE - DECREASE FOR THE CURRENT FISCAL YEAR |

## Refund Listing Report

| Refund Date | Receipt # | Drwr | Module | ModuleLink   | Description                          | Refund Type | User Name      | Fee Ref | Tax Ref | Tot Ref |
|-------------|-----------|------|--------|--------------|--------------------------------------|-------------|----------------|---------|---------|---------|
| 02/12/2024  | 2464430   | 6    | AR     | 325017_B     | House Hockey 8U (325017-B)           | Refund Now  | grabowsm       | 130.00  | 0.00    | 130.00  |
| 02/14/2024  | 2465638   | 5    | AR     | 125013_B     | Skating - Adult 1 (125013-B)         | Refund Now  | michele.wilson | 80.00   | 0.00    | 80.00   |
| 02/23/2024  | 2470105   | 6    | AR     | 165201_A     | Butler - Large Plot (165201-A)       | Refund Now  | grabowsm       | 58.00   | 0.00    | 58.00   |
| 02/26/2024  | 2471568   | 6    | FR     | SHELT_CASPK_ | Sycamore Shelter on 06/22/2024 at    | Refund Now  | grabowsm       | 97.00   | 0.00    | 97.00   |
| 02/26/2024  | 2471574   | 6    | FR     | SHELT_BRYPK_ | Bryan North Shelter on 04/06/2024 at | Refund Now  | grabowsm       | 62.00   | 0.00    | 62.00   |
| 02/26/2024  | 2471669   | 6    | AR     | 140018_A     | Rekindle the Ancient Fire (140018-A) | Refund Now  | grabowsm       | 8.00    | 0.00    | 8.00    |
| 02/29/2024  | 2473406   | 6    | AR     | 140013_A     | Owls on the Prowl (140013-A)         | Refund Now  | grabowsm       | 5.00    | 0.00    | 5.00    |
| 02/29/2024  | 2473406   | 6    | AR     | 140013_A     | Owls on the Prowl (140013-A)         | Refund Now  | grabowsm       | 5.00    | 0.00    | 5.00    |
| 02/29/2024  | 2473419   | 6    | AR     | 125018_I     | Ice Show Level 8 (125018-I)          | Refund Now  | grabowsm       | 40.00   | 0.00    | 40.00   |
| 02/29/2024  | 2473456   | 6    | FR     | SHELT_CASPK_ | Sycamore Shelter on 06/29/2024 at    | Refund Now  | grabowsm       | 10.00   | 0.00    | 10.00   |

**Report Summary Totals**

|                               |               |
|-------------------------------|---------------|
| <b>Total Refund Records:</b>  | <b>10</b>     |
| <b>Total Fees Refunded:</b>   | <b>495.00</b> |
| <b>Total Tax Refunded:</b>    | <b>0.00</b>   |
| <b>Total Amount Refunded:</b> | <b>495.00</b> |

# Refund Listing Report

SELECTION CRITERIA

---

GENERIC REPORT CRITERIA

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

REPORT SPECIFIC CRITERIA

|                         |                                     |
|-------------------------|-------------------------------------|
| Refund Type:            | Refund Now                          |
| Begin Service Item:     |                                     |
| Begin League:           |                                     |
| Begin Locker:           |                                     |
| Begin Trip:             |                                     |
| Begin Activity Section: |                                     |
| Begin Pass:             |                                     |
| Begin Rental Item Code: |                                     |
| Begin Inventory Item:   |                                     |
| Begin Ticket:           |                                     |
| Begin Facility:         |                                     |
| Begin Refund Date:      | 02/01/2024 - Actual Date 02/01/2024 |
| End Ticket:             | <u>ZZZZZZZZ</u>                     |
| End Inventory Item:     | <u>ZZZZZZ</u>                       |
| End Pass:               | <u>ZZZZZZ</u>                       |
| End Refund Date:        | 02/29/2024 - Actual Date 02/29/2024 |
| 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                                 |



**A-7** Agenda item

Admin. Approval: TS  
Date: 3/13/24

**TO: Board of Park Commissioners**  
**FROM: Hsiung Marler, Recreation Facilities General Manager**  
**DATE: March 26, 2024**  
**SUBJECT: WOODS ELECTRIC CONTRACT FOR CHARGING STATIONS**

**Recommendation**

Staff Recommends approval of a contract for Woods Electrical for removal of the two existing EV charging stations from the Switchyard Park Rogers Parking Lot, installation of those charging stations at the Switchyard Maintenance Building, and installation of two new metered charging stations at the original location in the Switchyard Park Rogers Parking Lot.

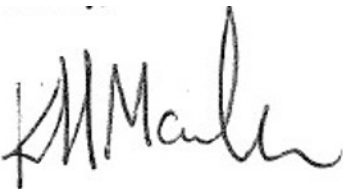
There is a do not exceed amount of \$3,100.

Funding Source: This will be funded with 2024 ED-LIT (Local Income Tax) funds from the Economic and Sustainability Department with funds earmarked for sustainability initiatives.

**Background**

In 2019 when Switchyard Park opened, there were two EV charging stations installed in Switchyard Park for the public. Each charging station has two individual chargers. These charging stations are currently free of charge. The Parks Department now has multiple EV vehicles that require charging. The Department will move the two existing (free) charging stations to the Switchyard Maintenance Building inside the enclosed parking lot to use for Parks vehicles and replace them two metered (pay) charging stations for the public in the original location. Once installed, these two new public stations will become part of the City's network of stations and will be operated and maintained by the Parking Services Department.

**RESPECTFULLY SUBMITTED,**



**Hsiung Marler, Recreation Facilities General Manager**

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
WOODS 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 Woods Electrical Contractors, Inc. ("Contractor").

**Article 1. Scope of Services.** Specific scope of work will be quoted individually and approved by BPRD in writing before work commences. ("Services"). See included Contractor Quote. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 1, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with HSIUNG MARLER 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, ONE HUNDRED DOLLARS (\$3,100.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: HSIUNG MARLER, 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: DATE TO BE DETERMINED BY CONTRACTOR AND PARKS BASED UPON CONTRACTOR AVAILABILITY AND SWITCHYARD PARK CALENDAR OF 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 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: HSIUNG MARLER, 401 N. Morton, Bloomington, IN 47404. WOODS ELECTRICAL CONTRACTORS INC, ATTN: JENNIFER WOODS.** 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*

3/20/2024

Margie Rice, Corporation Counsel

**WOODS ELECTRICAL CONTRACTORS INC**

Signature

**CITY OF BLOOMINGTON PARKS AND RECREATION**

Jennifer Woods, CEO

Tim Street, Director  
Parks and Recreation Department

Ellen Rodkey, Vice 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.

**CONTRACTOR NAME**

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

**A-8** Agenda item

Admin. Approval: TS  
Date: 3/13/24

**TO:** Board of Park Commissioners  
**FROM:** Crystal Ritter, Community Events Coordinator  
**DATE:** March 26, 2024  
**SUBJECT:** COOPERATIVE PARTNERSHIP AGREEMENT WITH MONROE COUNTY CIVIC THEATER, INC.

**Recommendation**

Staff recommends the approval of the 2024 partnership agreement with Monroe County Civic Theater, Inc. (MCCT) for the rehearsal and performance of a Shakespeare play as a part of the Shakespeare in the Park program. There is no monetary exchange involved in this partnership. MCCT rents the restrooms at the Alison Jukebox Community Center separate from this agreement.

**Background**

This is the 35th year of this partnership between Bloomington Parks and Recreation (BPRD) and Monroe County Civic Theater, Inc. to share resources to provide the Bloomington community with free performances of Shakespeare plays in one of our community parks. MCCT is responsible for the production of the plays, while BPRD provides assistance in the form of promotion of the event and the use of Waldron, Hill, and Buskirk Park. Changes for this year's partnership include a change of dates for this year's production and rehearsal times.

This year's production will be "A Comedy of Errors" and will be held Thursday, May 30 through Sunday, June 2 and Thursday, June 6 through Sunday, June 9 on the stage at Waldron, Hill, and Buskirk Park. Performances on Thursday-Saturday will begin at 7 p.m. and Sunday matinee performances will begin at 2 p.m.

**RESPECTFULLY SUBMITTED,**



**Crystal Ritter, Community Events Coordinator**

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

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Monroe County Civic Theater, Inc. (“MCCT”).

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

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

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

**NOW THEREFORE**, the partners do mutually agree as follows:

**1.0 Purpose of Agreement:**

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

**2.0 Duration of Agreement:**

This Agreement shall be in full force and effect from April 1, 2024, to December 31, 2024, unless early termination occurs as described in Article 8.0 of this Agreement.

**3.0 Bloomington Parks and Recreation:**

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

BPRD agrees to:

- a. Provide use of the stage at Waldron, Hill, and Buskirk Park for eight (8) nights during the weeks of the performances (Wednesday-Sunday). Performances are to be held on the following dates May 30, 31, June 1, 2, 6, 7, 8, 9 and for a dress rehearsal on Wednesday, May 29. Performances on May 30, 31, June 1, 6, 7, 8 will begin at 7 p.m. and the performances on June 2 and 9 will begin at 2 p.m.
- b. Allow Monroe County Civic Theater to rehearse on the stage at Waldron, Hill, and Buskirk Park in the six (6) weeks leading up to the week of the performances. Rehearsals will start on Monday, April 15. A list of rehearsal dates is included below. .

Week #1: April 17-21

Week #2: April 22-28

Week #3: April 29-May 5

Week #4: May 6-12

Week #5: May 13-19

Week #6: May 20-26

- b. Publicize performances with the Performing Art Series through concert booklets, program guide, and press releases.

**4.0 Monroe County Civic Theater:**

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

MCCT agrees to:

- a. Name BPRD in all forms of publicity as a co-sponsor of performances held in Waldron, Hill, and Buskirk Park.
- b. Be responsible for the production in its entirety including: auditions, rehearsals, staging, props, costumes, and other production needs.
- c. Ensure that the productions are appropriate for the general public.
- d. Inform actors, directors, and producers of policies and building procedures and adhere to the same.
- e. MCCT will provide a schedule of rehearsal dates to BPRD two (2) weeks prior to the start of rehearsals so that BPRD may make sure that no other rentals or park maintenance would conflict with rehearsals.
- f. Spot clean stage after use and communicate any maintenance needs to the BPRD staff.
- g. Pay any costs associated with securing a BPRD building supervisor in order to open the Allison Jukebox Building (category B of the price schedule) for restroom access during times when the building is not open to the public.

**5.0 Release and Hold Harmless Agreement:**

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

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

- a. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and MCCT.
- b. The staff and personnel involved in this Agreement will at all times represent both partners to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction.
- c. The commitment of personnel, promotions, equipment, and funding sources will be honored according to the timetable agreed upon by both partners.

- d. MCCT is recognized as having the expertise and experience to run the production safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- e. The Agreement and the services provided will be evaluated in February and/or March, 2024.
- h. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit. **Theatrical property weapons may be used for theatrical productions with pre-approval from BPRD.**
- i. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington property.
- j. Provide an invoice for restroom rentals at the Allison Jukebox Community Center and provide staffing for the restrooms during rentals.

**7.0 Notice and Agreement Representatives:**

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

Monroe County Civic Theater  
Emily Bedwell  
PO Box 2032  
Bloomington, IN 47402  
812-320-2629

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

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

Monroe County Civic Theater  
Emily Bedwell  
PO Box 2032  
Bloomington IN 47402  
812-320-2629

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

**8.0 Termination**

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

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 Monroe County Civic Theater of any such termination and the reasons therefore in writing.

**9.0 E-Verify**

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

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

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

BLOOMINGTON PARKS AND  
RECREATION DEPARTMENT

MONROE COUNTY CIVIC THEATER

\_\_\_\_\_  
Ellen Rodkey, Vice President  
Board of Park Commissioners

\_\_\_\_\_  
Emily Bedwell, President

\_\_\_\_\_  
Tim Street, Parks Director

DocuSigned by:  
*Margie Rice* 3/20/2024  
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\_\_\_\_\_  
Margie Rice, Corporation Counsel



**EXHIBIT A**

STATE OF INDIANA             )  
  ) SS:  
COUNTY OF MONROE         )

**AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of MCCT.  
  (title)
2. MCCT is a not-profit organization registered as a 501(c)(3), and has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. MCCT is a not-profit organization registered as a 501 (c)(3) and does NOT employ any employees, as defined by 8CFR §274a.1(a) and (f).
4. Due to the fact that MCCT does not currently have, nor intend to hire any employee during the term of this Agreement, MCCT is unable to enroll in and participate in the E-Verify program, as is required by Indiana State Statute.
5. The undersigned is authorized by MCCT to sign affidavits on its behalf.
6. If MCCT hires an employee at any time during the term of the attached Agreement, it agrees by signing this affidavit to immediately register for E-verify prior to the hiring being completed, and participate in and comply by E-verify and Indiana State Law requirements, and it will inform the City of Bloomington immediately, within three (3) business days of hiring, and sign the appropriate affidavits as required by Indiana Code 22-5-1.7-11 and it will not employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA             )  
  ) SS:  
COUNTY OF MONROE         )

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

Residing in \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_

**A-9** Agenda item

Admin. Approval: TS  
Date: 3/18/24

**TO: Board of Park Commissioners**  
**FROM: Tim Street, Director**  
**DATE: March 26, 2024**  
**SUBJECT: ADDENDUM WITH MSI FOR FEDERAL CONTRACT TERMS**

**Recommendation**

Staff recommends approval of an addendum with Marshall Security, LLC on their existing 2024 security contract. The addendum stipulates that MSI will comply with certain terms necessary to receive federal funding through ARPA funds.

**Background**

2024 is the last year for the City of Bloomington to obligate ARPA funds. While this security contract with MSI has not initially been earmarked for ARPA funding in 2024, completing this federal addendum will make any expenses moving forward for the rest of the year eligible for those funds. If the City has a remainder of ARPA funds to obligate at the end of the year it is possible that security costs from this point forward could be covered from those funds.

**RESPECTFULLY SUBMITTED,**



Tim Street, Director

**ADDENDUM TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
MARSHALL SECURITY LLC  
FOR  
2023 SECURITY SERVICES**

(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2023)

WHEREAS, in December 2023 the City of Bloomington Department of Parks and Recreation (the “Department”) and Marshall Security LLC (“Contractor”) entered into an Agreement to provide security services in parks in 2024; and

WHEREAS, the Department wishes to have the Contractor agree to additional federal funding terms; and

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

WHEREAS, pursuant to Article 4 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department; and

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

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, familiar 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.

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

CITY OF BLOOMINGTON

MARSHALL SECURITY LLC

\_\_\_\_\_  
Tim Street Director  
Parks and Recreation Department

\_\_\_\_\_  
Jeff Nesbitt, Owner

\_\_\_\_\_  
Ellen Rodkey, Park Vice Board President  
Board of Park Commissioners

DocuSigned by:  
*Margie Rice* 3/20/2024  
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\_\_\_\_\_  
Margie Rice, Corporation Counsel

**A-10** Agenda item

Admin. Approval: TS  
Date: 3/13/24

**TO:** Board of Park Commissioners  
**FROM:** Clarence Boone, Farmers' Market Coordinator  
**DATE:** **March 26, 2024**  
**SUBJECT:** **REVIEW/APPROVAL OF MARSHALL SECURITY & INVESTIGATIONS CONTRACT**

### **Recommendation**

The Parks and Recreation Department would like to contract with Marshall Security and Investigations to have one security personnel at the Farmers' Market during the months of April 6<sup>th</sup> through November 30<sup>th</sup>.

Contract amount: Not to exceed \$3200  
Funding source:201-18-186503-53990

### **Background**

Their staff include current and former Law Enforcement Officers and Military Veterans. The security personnel would be at the market for the duration of the event and would provide support to the staff in enforcing the rules of the market. Marshall Security has signed a sponsorship agreement to provide \$2000 of in-kind services plus \$500 cash in support of the Performing Arts Series. We will be using \$1,000 of those designated sponsorship services for the Market.

**RESPECTFULLY SUBMITTED,**



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Clarence Boone, Farmers' Market Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT  
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
MARSHALL SECURITY & INVESTIGATIONS**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and MARSHALL SECURITY & INVESTIGATORS ("Contractor").

**Article 1. Scope of Services.** Contractor shall provide one unarmed security personnel to the Bloomington Community Farmers' Market each Saturday from April through October and also on November 30<sup>th</sup>. The personnel will work 8:00 am to 1:00 pm April through September and 9:00am – 1:00pm in October. On November 30<sup>th</sup> personnel will work 10:00-3:00pm. Security personnel will help monitor the area and provide assistance with customer inquiries and rule abidance. ("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 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 Clarence Boone 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.** Contractor agrees to provide One Thousand Dollars (\$1,000) of In-Kind services under this Agreement. Therefore, while the total value of the services Contractor is providing to Department under this Agreement is Four Thousand Two Hundred Dollars (\$4,200), the Department shall pay Contractor for all fees and expenses in an amount not to exceed THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Clarence Boone, 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: Saturdays from 8:00-1:00 during the months of April through September, 9:00-1:00 during October, and 10:00-3:00 on November 30<sup>th</sup>.

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 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: Clarence Boone, 401 N. Morton, Bloomington, IN 47404. Marshall Security & Investigations.** 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.

*[Remainder of page left blank- signatures on following page.]*

CITY OF BLOOMINGTON

*Margie Rice*

3/20/2024

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Margie Rice, Corporation Counsel

MARSHALL SECURITY & INVESTIGATIONS

\_\_\_\_\_  
Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Tim Street, Director  
Parks and Recreation Department

\_\_\_\_\_  
Ellen Rodkey, Vice 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.

**MARSHALL SECURITY & INVESTIGATIONS**

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: \_\_\_\_\_

**A-11** Agenda item

Admin. Approval: TS  
Date: 3/18/24

**TO:** Board of Park Commissioners  
**FROM:** Amy Shrake Program/Facility Coordinator  
**DATE:** March 27, 2024  
**SUBJECT:** PARTNERSHIP AGREEMENT WITH SPECIAL OLYMPICS INDIANA-MONROE COUNTY

### Recommendation

Staff recommends approval of partnership agreement with Special Olympics Indiana - Monroe County (SOIMC). There are no funds associated with this partnership agreement.

### Background

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

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

RESPECTFULLY SUBMITTED,



Amy Shrake, Program/Facility Coordinator



## **COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP**

**Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of March, 2024, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Special Olympics Indiana Monroe County (“SOIN-MC”).

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

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

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

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

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

**NOW THEREFORE**, the parties do mutually agree as follows:

**1. Purpose of Agreement**

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

**2. Duration of Agreement**

This Agreement commences on April 1, 2024 and expires on March 31, 2025, unless it is terminated earlier in writing, as provided under Article 7.

**3. Bloomington Parks & Recreation**

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

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

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

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

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

#### **4. Special Olympics Indiana Monroe County**

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

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

#### **5. Terms Mutually Agreed to By Both Partners**

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

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

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

**6. Notice and Agreement Representatives**

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

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

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

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

**7. Termination**

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

**8. Insurance:**

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

**9. Release and Hold Harmless Agreement:**

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



Agreement.

**10. E-Verify:**

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

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

\_\_\_\_\_  
Tim Street, Administrator  
Parks and Recreation Department

\_\_\_\_\_  
Jeff Mohler, CEO  
Special Olympics Indiana

\_\_\_\_\_  
Ellen Rodkey, Vice President  
Board of Park Commissioners

\_\_\_\_\_  
Denise Brown, County Coordinator  
Special Olympics Indiana Monroe County

*Margie Rice* 3/21/2024  
\_\_\_\_\_  
Margie Rice, Corporation Counsel  
City of Bloomington

**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: \_\_\_\_\_

**A-12** Agenda item

Admin. Approval: TS  
Date: 3/22/24

**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, Urban Greenspace Manager  
**DATE:** March 26, 2024  
**SUBJECT:** SERVICE AGREEMENT WITH KCI TECHNOLOGIES, INC.

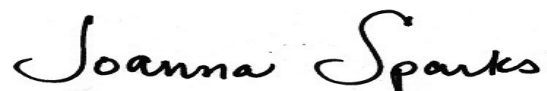
### Recommendation

Staff recommends approval of this service agreement with KCI Technologies for invasive management at Crestmont Park for an amount not to exceed \$4999.00. This is an updated version of the service agreement approved at February Park Board meeting that has been edited at the Contractor's request and approved by the CoB Legal Department (see redline in Article 12). Funding source: 200-18-189500-53160.

### Background

KCI Technologies, INC will provide invasive management services at Crestmont Park, targeting purple wintercreeper. Their services will include mechanical and chemical control.

RESPECTFULLY SUBMITTED,



Joanna Sparks, Urban Greenspace Manager

**B-1** Agenda item

Admin. Approval: TS  
Date: 3/5/24

**TO:** Board of Park Commissioners  
**FROM:** Emily Buuck, Community Relations Coordinator  
**DATE:** March 5, 2024  
**SUBJECT:** BRAVO AWARD – ALICE LEAKE

### Recommendation

Staff recommends Alice Leake for the March Bravo Award.

### Background

Alice Leake is a Bloomington resident with a deep love for Griffy Lake Nature Preserve. Her daughter, Patsy, shared that hiking at Griffy, especially the Meadowwood Trails, are one of her dearest pleasures. Despite being 95, Alice hikes the trails regularly and is sure to keep the trails clear and accessible for other users. If there's ever an issue she can't address on her own, she's sure to report it to Rebecca so our Operations staff can make sure that it is addressed. Her dedication to Griffy is the perfect embodiment of a Bravo Award recipient, and I can only hope to be as active as her when I'm in my 90s!

**RESPECTFULLY SUBMITTED,**



**Emily Buuck, Community Relations Coordinator**

**B-3** Agenda item

Admin. Approval: TS  
Date: 3/8/24

**TO:** Board of Park Commissioners  
**FROM:** Amy Leyenbeck, Operations Office Coordinator  
**DATE:** March 26, 2024  
**SUBJECT:** Amy Leyenbeck Staff Introduction

### Recommendation

This report is for the information of the Board.

### Background

My name is Amy Leyenbeck and I am the new Operations Office Coordinator. I am honored to have been selected for this role. I am a frequent park and trail user! Prior to this I worked at United Way of South Central Indiana, where I was privileged to partner with the City of Bloomington on many projects during my time there. My role was mainly in program management and grants administration. Before United Way I worked in public transportation administration for 5 years. My prior experience translates well to the responsibilities for this role and I am already enjoying everything I have learned so far. I look forward to serving our community by supporting the great work of the Parks and Recreation Dept.

**RESPECTFULLY SUBMITTED,**



**Amy Leyenbeck, Operations Office Coordinator**

**C-1** Agenda item

Admin. Approval: TS  
Date: 3/14/24

**TO:** Board of Park Commissioners  
**FROM:** Haskell Smith, Urban Forester  
**DATE:** March 26 2024  
**SUBJECT:** w

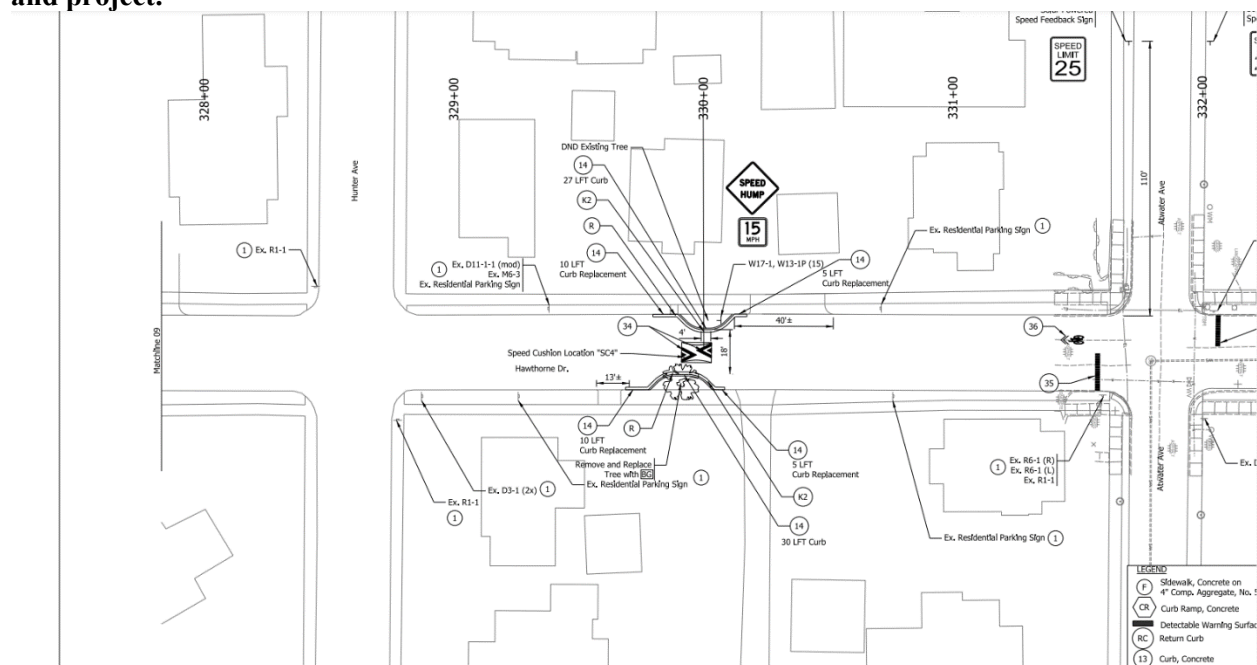
## Recommendation

Staff recommends removal of the tree, due to its invasive nature and an ongoing adjacent engineering project that plans to remove and replant this tree with a new native tree.

## Background

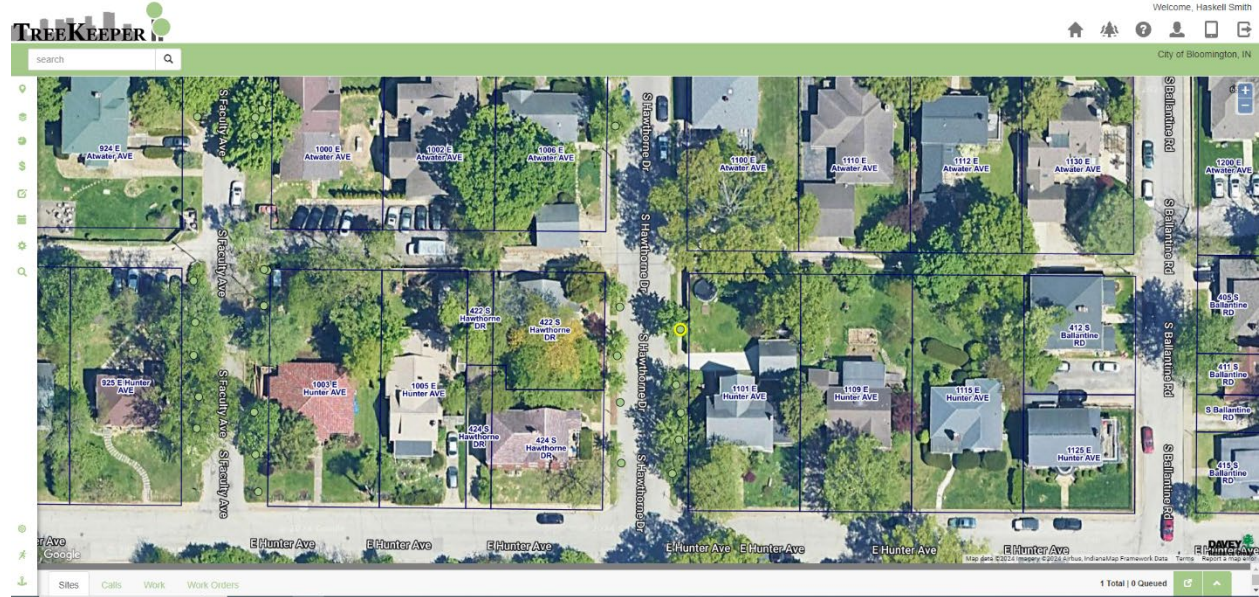
The tree in question is a cultivar of the Callery pear species, an invasive tree that was planted in great numbers around town in past decades. In 2022, we began a 15-year program to systematically remove these trees from our parks and streets due to their invasive nature and likelihood to fail during storm and wind events. This tree was chosen for removal – along with 18 other callery pears along the Hawthorne-Weatherstone Greenway project because of efficiency and project scope alignment, and because construction impacts may negatively impact this tree’s health if it remains. Another 67 Callery Pears are slated for removal across the city in 2024. While the tree could remain, it would eventually be scheduled for removal again. Please see below for expanded information in Exhibits A through D.

## **Exhibit A: Weatherstone-Hawthorn Greenway engineering document snippet showing location, and project.**



# Exhibit B: Treekeeper Information

## Location:



## Species information:

Pear, Callery at 1101 E Hunter AVE



Site

Species

Risk

No transfer sources for this site

Upload Files

Accepted file types are:  
pdf, doc, docx, xls, xlsx, txt, csv, zip, mov, mp4, avi, mpg, mpeg, png, jpeg, jpg, bmp, tiff, gif

Trees

|                             |   |                          |   |
|-----------------------------|---|--------------------------|---|
| Species                     | pear, callery ( <i>Pyrus calleryana</i> ) | DBH                      | 11  |
| Multi-Stem                  | No  | Defect                   | Weakly attached branches and codominant stems |
| Condition                   | Fair                                      | Primary Maintenance Need | Prune   |
| Further Inspection Required | No  | Memorial Tree            | No  |
| Planting Date               |   |                          |   |

**Exhibit C: Photos of Tree**



*January 2024*





January 2024

**Exhibit D: Appeal information received from Johannes Turks via e-mail to Haskell Smith. 2/22/24.**

“I do not think it is acceptable in our situation of environmental crisis to cut down a decades old grown shade tree along a Bloomington Street unless there is an emergency. This is the ONLY tree on the first half of that section of the street, so unless you plant a grown tree *immediately* to replace this one, you out (sic) not to remove it.

The work on the greenway does in no way justify the removal. I often pass by Allen Street and I do not see any necessity for a tree removal in order to build speed bumps, neither the bumps nor the green islands you build need to interfere in any way with the green strip next to the street.”

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Haskell Smith", written in a cursive style.

**Haskell Smith, Urban Forester**

**C-2** Agenda item

Admin. Approval: TS  
Date: 3/26/24

**TO: Board of Park Commissioners**  
**FROM: Satoshi Kido, Sports Division Director**  
**DATE: March 26, 2024**  
**SUBJECT: REVIEW/APPROVAL OF RESOLUTION 2024-03 TO PURCHASE 75 GOLF CARS AND 2 SERVICE VEHICLES AT CASCADES GOLF COURSE**

**Recommendation**

Staff recommends that the Board approves Resolution 2024-03 to authorize the purchase and financing of 75 golf carts and two service vehicles at Cascades Golf Course.

1. A lease purchase agreement with Midwest Golf and Turf. After completing the bidding process, the City of Bloomington Parks and Recreation Department and Cascades Golf Course would like to lease 75 electric carts, 1 ranger picker, and 1 utility car from Midwest Golf & Turf. Although this agreement was approved at the Park Board meeting in December 2022, it was never fully executed.
2. A financing agreement approval with First Financial Bank. The Controller's office has been working with First Financial Equipment Finance, LLC to approve a 3-Year term, 3 annual payments of \$90,449.33 for this lease. Funds for this purchase are in the general fund 200-18-183500-53840 from Cascades Golf Course.

**Background**

There are two primary vendors that make golf carts and we received bids from each vendor. Midwest Golf & Turf net bid was \$254,527. EZ-Go's net bid was \$555,385.25 All bidders met the bidding requirements and specifications.

**RESPECTFULLY SUBMITTED,**



**Satoshi Kido, Sports Division Director**

CITY OF BLOOMINGTON  
BOARD OF PARK COMMISSIONERS

Resolution 2024-003  
Confirming Signatory Authority on Behalf of the Board  
For the Lease Purchase Agreement with First Financial, Inc.

Whereas, the City of Bloomington Parks Department wishes to enter into a Lease Purchase agreement with First Financial, Inc. to purchase 75 golf carts through Midwest Golf and Turf, as indicated on Exhibit A; and

Whereas, First Financial, Inc. will not provide the entire Lease Purchase Agreement until the Parks Board has signed their quote, attached as Exhibit B; and

Whereas, the Department would like for the Golf Carts to be delivered in Mid-April, prior to the next Parks Board meeting; and

Whereas, First Financial, Inc. has indicated that the Lease Purchase Agreement will be substantially similar to the executed 2019 Lease Purchase Agreement, attached as Exhibit B.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA THAT:

As long as the Lease Purchase agreement reflects the terms provided in Exhibit B, the Board of Park Commissioners hereby allows Kathleen Mills, Parks Board President, and Jessica McClellan, City of Bloomington Controller, to sign the Lease Purchase Agreement with First Financial, Inc.

The executed Lease Purchase Agreement shall be presented to the Board of Park Commissioners at the April Parks Board meeting for review.

PASSED AND ADOPTED by the Board of Park Commissioners of the City of Bloomington Indiana, Monroe County, Indiana upon this 26<sup>th</sup> day of March, 2024.

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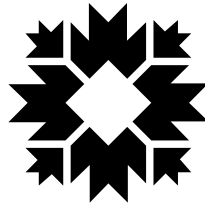
Ellen Rodkey

---

Jim Whitlatch

---

Israel Herrera



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-10  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Sports Division Director  
**DATE:** May 16, 2019  
**SUBJECT:** APPROVAL OF GOLF CART LEASE AGREEMENT WITH FIRST FINANCIAL EQUIPMENT FINANCE, LLC

### Recommendation

Staff recommends approval to proceed with the lease agreement. General Fund – Golf Services 200-18-183500-53840.

### Background

City of Bloomington Parks and Recreation has entered into a purchase agreement with Professional Golf Car to purchase 75 golf cars after bids were received in January. The board approved this purchase on February 26, 2019. The controller has negotiated a tax exempt municipal lease with First Financial Equipment Finance, LLC with terms of 4 years at 3.99% paid quarterly in amounts of \$14,993.94 for the principal amount due on the carts of \$225,000. The board earlier approved the proposed lease terms. This document is the actual lease document for approval. No terms have changed from the proposal and memo of agreement.

**RESPECTFULLY SUBMITTED,**

---

John Turnbull, Division Director Sports

Exhibit A

---

**MASTER LEASE-PURCHASE AGREEMENT**

*By and between*

**FIRST FINANCIAL EQUIPMENT FINANCE, LLC**  
(Lessor)

*and*

**THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON,  
INDIANA**  
(Lessee)

**DATED AS OF MAY \_\_, 2019**

THIS INSTRUMENT IS INTENDED BY THE PARTIES TO CONSTITUTE  
A SECURITY AGREEMENT UNDER THE INDIANA UNIFORM COMMERCIAL CODE  
TO THE EXTENT APPLICABLE

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Additional Attachments

Municipal Certificate

Essential Use/Source of Funds Certificate



## MASTER LEASE-PURCHASE AGREEMENT

This Master Lease-Purchase Agreement (the "Agreement"), made and entered into as of this \_\_\_\_ day of May, 2019, by and between First Financial Equipment Finance, LLC ("hereinafter called together with its successors and assigns, if any, "Lessor"), an Ohio limited liability company with offices located in 255 E. Fifth Street, Cincinnati, Ohio 45202, and the Board of Park Commissioners of the City of Bloomington, Indiana (the "Lessee"), with its designated address at 401 North Morton Street, Suite 240, Bloomington, Indiana 47404, a political subdivision of the State of Indiana, organized and existing under and by virtue of the laws and Constitution of the State of Indiana.

### WITNESSETH:

**WHEREAS**, Lessee is authorized by law to acquire equipment and other items of personal property and to finance such equipment and/or personal property by entering into lease-purchase agreements; and

**WHEREAS**, Lessee has determined that it is necessary for it to acquire under this Agreement certain items of personal property described herein as Equipment; and

**WHEREAS**, Lessor is willing to acquire such items of Equipment and to lease and sell them to Lessee pursuant to this Agreement;

**NOW, THEREFORE**, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

#### **SECTION 1. Certain Defined Terms and References.**

(a) In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings given below unless the context clearly requires otherwise:

"Additional Rent" means the payments required to be made pursuant to Section 7 in addition to the Base Rent.

"Agreement" means this Master Lease-Purchase Agreement as the same may be amended or supplemented from time to time, and all other documents and certificates required to be executed in connection herewith.

"Applicable Rate of Interest" means such rate as shall be determined from the Schedule of Payments (attached as *Exhibit B* hereto, which may be amended or supplemented from time to time) with respect to each Individual Payment Schedule.

"Authorized Officer," when used:

(i) With respect to Lessee, means any officer of Lessee who is designated in writing by Lessee, by laws of the State of Indiana, or by the body of Lessee approving this Agreement, as an Authorized Officer for the purposes of any Lease.

(ii) With respect to Lessor, means any officer of Lessor who is designated in writing as an Authorized Officer for purposes of any Lease.

(iii) With respect to any successor to Lessor as Lessor, means the officer of the successor who is designated in writing by the successor's governing body as an Authorized Officer for purposes of any Lease.

"Base Rent" means the payments, including the principal and interest components thereof, specified in the Individual Payment Schedules attached hereto.

"Commencement Date" means the date when the term of the Individual Payment Schedule begins and Lessee's obligation to make Lease-Purchase Payments accrues, as evidenced by payment by Lessor to the Vendor of Equipment or by the deposit by Lessor into the Acquisition Fund of the moneys required by the Escrow Agreement.

"Contractor" means each of the manufacturers or vendors from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery or installation of the Equipment.

"Environmental Laws" means all federal, state, local and foreign laws and any consent decrees, settlement agreements, judgments, orders, directories, policies or programs issued by or entered into with an Official Body pertaining or relating to: (a) pollution or pollution control; (b) protection of human health or the environment, (c) employee safety in the workplace; (d) the presence, use, management, generation, manufacture, processing, extraction, treatment recycling, refining, reclamation, labeling, transport, storage, collection, distribution, disposal or release of threat of regulated substances (for example, "hazardous substances," "pollutants," "pollution," "contaminants," "hazardous or toxic substances"...); (e) the presence of contamination (i.e. the release of regulated substances in or from the Equipment); (f) the protection of endangered or threatened species, and (g) the protection of environmentally sensitive areas (i.e. wetlands, coastal zones, areas of historic or archeological significance, endangered or threatened species or floodplain).

"Equipment" means the personal property described in the Individual Payment Schedules, which is being leased and purchased by Lessee pursuant to this Agreement. The property so listed shall be, collectively, the "Equipment" and individually, a "Unit of Equipment."

"Equipment Location" means the location or locations within Lessee's jurisdiction where the Equipment is installed, used or maintained by Lessee.

"Individual Payment Schedules" means the schedules which identify specific Units of Equipment, the Commencement Date of the individual leases and terms thereof (which are treated as separate lease obligations) which may become a part of this Agreement from time to time. Each

Individual Payment Schedule shall consist of the forms attached hereto as *Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G*, as each exhibit may be applicable to a specific lease, and supplemental documents including an original invoice or purchase order and any other documents needed to perfect a security interest in the Equipment by Lessor.

"Lease" or "Leases" means the individual leases of Equipment or Units of Equipment, as specified in an Individual Payment Schedule together with this Agreement.

"Lease-Purchase Payment Account" means the account established by Lessor for receipt and deposit of the Lease-Purchase Payments of Lessee under this Agreement and for deposit of any insurance proceeds not used for repair or replacement of Equipment, as provided in Section 19 of this Agreement.

"Lease-Purchase Payments" means the sum of the Base Rent and any Additional Rent due at or during a stated time.

"Lease Term" means, collectively, the periods set forth in each Individual Payment Schedule.

"Lessee" means as referenced above, the governing body of the City of Bloomington Park District, which is a political subdivision of the State.

"Lessor" means as referenced above, or its successors or assigns.

"Official Body" means any national, federal, state, local or other government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic.

"Payment Date" means each date of payment during the Lease Term designated as a Payment Date in the Individual Payment Schedules.

"Purchase Price" means, as of any Purchase Price Date, the amount set forth in the Individual Payment Schedules which Lessee may pay to purchase the Equipment or specific Units of Equipment.

"Purchase Price Date" means any Payment Date referred to in the Individual Payment Schedules, on which Lessee may purchase the Equipment or specific Units of Equipment by payment of the applicable Purchase Price after payment of the Lease-Purchase Payment due on such date.

"State" means the State or Commonwealth where Lessee is located.

"Unit of Equipment" means each individual unit of Equipment, as further explained in the definition of "Equipment" herein.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or will purchase the Equipment.

(b) References to sections, exhibits or attachments, unless otherwise indicated, are to sections of or exhibits or attachments to this Agreement.

**SECTION 2. Assignment of Warranties.**

Lessor shall assign to Lessee during the Lease Term and does hereby assign, all warranties, if any, express or implied with respect to the Equipment. Such assignment includes an authorization to Lessee to obtain the customary services furnished in connection with those warranties, at Lessee's expense.

**SECTION 3. Lease of Equipment.**

Lessor hereby agrees to demise, lease and let to Lessee, and Lessee hereby agrees to rent, lease and hire from Lessor, the Equipment in accordance with the provisions of this Agreement, to have and to hold for the Lease Term. Upon and during acquisition of the Equipment, all leasehold rights granted to Lessee by Lessor under this Agreement shall vest in Lessee, without any further action on the part of Lessor.

The lease of each Unit of Equipment shall be evidenced by an Individual Payment Schedule executed by Lessor and Lessee describing specific personal property, and setting forth provisions relating to the rent, term of the Lease, and other details relating to such Equipment. The Lease for each Unit of Equipment shall become effective on the Commencement Date, and the Individual Payment Schedule for such Equipment shall specify such date as the effective date of the Lease.

**SECTION 4. Disbursements.**

Lessor and Lessee agree to either disburse funds directly to the Vendor of Equipment or to Lessee as directed by Lessee. Lessee is authorized to use all such funds for payment of, or reimbursement to Lessor or Lessee for payment of, the following:

(a) Expenses incurred in connection with the authorization, issuance and delivery of this Agreement and the preparation and delivery of all agreements, instruments and documents related thereto, including, but not limited to, all financial, legal, administrative, accounting and printing fees, expenses and charges and all recording, filing or insurance, and any other fees, expenses or charges relating to the acquisition and/or installation of the Equipment or the execution of this Agreement and any Individual Payment Schedule hereto;

(b) Any other costs, expenses, fees and charges properly chargeable to the cost of acquisition and/or installation of the Equipment; and

(c) Any other costs relating to the Equipment for which payment may be made under the terms of this Agreement.

Reimbursements to Lessee for amounts paid on the Equipment (by virtue of a down payment or payment for the Equipment) from the amounts provided for by this Agreement must be in accordance with Treas. Regs. § 1.150-2.

**SECTION 5. Reserved.**

**SECTION 6. Lease Term.**

The term of each Lease will be for the period indicated on the Individual Payment Schedules, unless Lessee exercises its Purchase Option (as specified in Section 20 hereto) prior to the end of the Lease Term. Each Lease will terminate upon payment of the final Lease-Purchase Payment indicated on the applicable Individual Payment Schedule (plus any Additional Rent payable under the terms of this Agreement), or on a sooner Purchase Price Date.

**SECTION 7. Base Rent; Late Payments; Additional Rent; Advances.**

(a) Subject to Section 18 hereof, Lessee agrees to pay to Lessor during the Lease Term of each Lease the Lease-Purchase Payments set forth in the Individual Payment Schedules on the dates and in the amounts set forth therein, including the interest components thereof, equal to the amounts provided below in this Section. Subject to Section 18 hereto, the Lease-Purchase Payments during the Lease Term will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever.

(b) Subject to Section 18 hereof, Lessee agrees to pay as Base Rent directly to Lessor the following amounts:

(i) Lessee agrees to pay the Lease-Purchase Payments specified in each Individual Payment Schedule. Each payment shall be applied first to payment of the interest component of the respective Lease-Purchase Payment.

(ii) To the extent permitted by law, if any Lease-Purchase Payment shall not have been received by Lessor ten (10) days after the applicable Payment Date, which payment has not been accelerated, Lessee agrees to pay a one-time late payment charge equal to 1-1/2% of the amount of the Lease-Purchase Payment due and owing. This 1-1/2% late payment charge shall be assessed each month (or alternatively on each applicable Payment Date, as determined in the sole discretion of Lessor) after the applicable 10-day grace period, one-time on any and all unpaid amount of the Lease-Purchase Payment then due and owing, and such late payment charge shall not be re-assessed on any paid or unpaid past amounts due and owing.

(c) Subject to Section 18 hereof, Lessee agrees to pay to Lessor the following amounts as Additional Rent:

(i) Consistent with Section 17 herein, Lessee represents that no charges, fees or taxes (local, state or federal) are currently imposed on the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, exclusive of taxes on or measured by Lessor's income, and acknowledges that no provision has been made for the inclusion of any such charges or taxes in the Base Rent. If during the Lease Term, the ownership, leasing, rental, sale, purchase, possession or use of the Equipment shall result in the imposition on Lessor of any charges, fees or taxes (local, state or federal), exclusive of taxes on or measured by

Lessor's income, Lessee shall promptly pay to Lessor, upon receipt from Lessor of a statement therefor, as Additional Rent an amount equal to those charges, fees and/or taxes imposed on Lessor.

(ii) Upon an Event of Default, Lessee will pay to Lessor as Additional Rent all reasonable costs and expenses incurred or to be paid by Lessor under this Agreement, including Lessor's reasonable out-of-pocket expenses and Lessor's reasonable attorney fees, which were not part of the original cost of the Equipment.

(iii) Lessee will pay to Lessor, as Additional Rent, all supplemental payments required by Section 8(d) below in the amount necessary to preserve the Tax Equivalent Yield to Lessor under the terms of this Agreement, in the manner provided therein.

(d) If Lessee does not make payment of all or any part of the Additional Rent, Lessor shall have the right, but shall not be obligated, to pay or advance the amount of such Additional Rent. If Lessor pays any portion of such Additional Rent, then subject to Section 18 hereof, Lessee shall pay Lessor no later than the end of the then current year, an amount equal to the sum of such Additional Rent and the costs incurred by Lessor in making such payment or advance, including the amount Lessor would have earned from investment of the amount paid or advanced before repayment thereof as determined by the prime rate of First Financial Bank, as announced from time to time, plus 1.0%. Lessor shall notify Lessee in writing of the costs incurred in any case of its paying or advancing such Additional Rent. If Lessor pays or advances such Additional Rent, and is repaid as provided for in this paragraph, then such initial failure to pay shall be deemed to be cured and shall not be deemed to be an Event of Default under Section 22 of this Agreement.

(e) Lease-Purchase Payments shall be payable at the designated commercial leasing office of Lessor or at such other place as Lessor may from time to time designate in writing.

(f) Lessee shall not permit the federal government to guarantee any Lease-Purchase Payments under any Lease.

#### **SECTION 8. Actions Relating to Tax Exemption of Interest Components.**

(a) Lessor and Lessee each covenant that it will restrict the use of moneys realized under this Agreement or otherwise in connection with the acquisition and financing of the Equipment in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of entering into this Agreement, so that there will not exist at any time any obligation in connection with this Agreement or the Equipment that constitutes an obligation the interest on which is includible in gross income for federal income tax purposes or an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed under that Section and any subsequent amendments or modifications thereto. Any officer of Lessor or Lessee having responsibility with respect to the execution and delivery of this Agreement shall, alone or in conjunction with any other officer,

employee or agent of or consultant to Lessor or Lessee, give an appropriate certificate of Lessor or Lessee pursuant to Sections 103 and 148 of the Code and those regulations, setting forth the reasonable expectations of Lessor or Lessee on the date of entering into each Individual Payment Schedule of this Agreement, substantially in the form attached hereto as *Exhibit D*, regarding each Lease and the use of those moneys.

(b) Lessee represents and covenants that it will not use the Equipment, or permit the Equipment to be used, in such a manner as would result in the loss of the exclusion from gross income for federal income tax purposes of the component of the Lease-Purchase Payments designated as interest on the Individual Payment Schedules afforded under Section 103(a) of the Code.

(c) Lessor and Lessee each covenant to take all action required to maintain exclusion from gross income for federal income tax purposes afforded under Section 103(a) of the Code, of the Lease-Purchase Payments designated as the interest component on the Individual Payment Schedules attached hereto.

#### **SECTION 9. Authority and Authorization.**

In addition to the representations, covenants and warranties in Section 30 hereto, Lessee represents, warrants and covenants that: (a) Lessee is a political subdivision of the State, duly organized and validly existing under and by virtue of the laws of the State; (b) the execution, delivery and performance by Lessee of this Agreement and its obligations thereunder have been duly authorized by all necessary action on the part of Lessee; (c) this Agreement constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms; (d) Lessee will do or cause to be done all things necessary to preserve and keep this Agreement, including each Individual Payment Schedule hereunder, in full force and effect; and (e) Lessee has complied with all requirements applicable to it, and has taken all steps for approval and adoption of this Agreement as a valid obligation on its part, including without limitation, compliance with all requirements relating to public bidding, referendums and debt limitations.

This Agreement is not a commitment by Lessor to enter into any Individual Payment Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter any proposed Individual Payment Schedule, it being understood that whether Lessor enters into any proposed Individual Payment Schedule shall be a decision solely within Lessor's discretion.

#### **SECTION 10. Title; Termination.**

(a) (i) In order to secure its obligations hereunder, Lessor hereby retains title to the Equipment and grants to Lessee the beneficial use and possession of the Equipment during the Lease Term; provided, however, that while Lessee has beneficial use and/or possession of the Equipment, Lessor hereby grants, with recourse, and Lessee hereby accepts, title to the Equipment, subject to Lessor's rights under this Agreement, particularly, Lessor's rights in paragraph (b) of this subsection; provided, further, that for purposes of any and all charges, fees, taxes (including without limitation, amounts due pursuant to Section 17 hereunder), and

liability (whether civil or criminal), associated with the acquisition, maintenance, ownership, possession or use of the Equipment during the Lease Term, Lessee agrees that it shall be treated as title holder of the Equipment, without effect to Lessor's rights under this Agreement, particularly, Lessor's rights in paragraph (b) of this subsection.

(ii) Subject to Lessee's interests in the Equipment in the preceding paragraph, Lessor's interest in title to the Equipment shall include: (1) all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (2) all general intangibles, software intangibles and other property relating thereto (excluding accounts receivable), (3) all warehouse receipts, bills of lading and other documents of title now or hereafter covering any of the Equipment, (4) all securities, funds, moneys, deposits and other property at any time held in or subject to the Acquisition Fund (subject to any interests of the Escrow Agent), (5) all accessions thereto, (6) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed or used in connection with any of the Equipment, (7) all substitutions for any of the Equipment and (8) proceeds of the Equipment (including, without limitation, any property acquired by Lessee with such proceeds).

(b) Subject to Lessee's interests in paragraph (a)(i) of this subsection, the Equipment shall remain the property of Lessor and Lessor's title to the Equipment shall fully pass to Lessee without cost upon (i) Lessee's exercise of the prepayment option granted in Section 20 hereof, or (ii) the complete payment and performance by Lessee of all of its obligations during the Lease Term; provided, however, that Lessee shall immediately surrender beneficial use and possession of the Equipment to Lessor upon (1) termination of this Agreement without Lessee exercising its prepayment option to purchase with respect thereto, or (2) the occurrence of an Event of Default which is not cured in accordance with the terms of this Agreement. In any of such cases, Lessee agrees to execute such instruments and do such things as Lessor reasonably requests in order to effectuate transfer of any and all of Lessee's possession, right, title and interest in such Equipment, as is, to Lessor. Subject to Lessee's obligations under Section 14 hereof, it is hereby acknowledged by Lessor and Lessee that Lessee will purchase the Equipment on the terms set forth in the Individual Payment Schedules of this Agreement.

#### **SECTION 11. Security Interest.**

For purposes of federal taxation and Article 9 of the Uniform Commercial Code (as adopted by the State of Indiana), the bargain for the Equipment under this Agreement shall be treated as a conditional sale.

To the extent permitted by law, and for the purpose of securing the prompt payment and performance as and when due of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a first priority security interest in the Equipment, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. To the extent permitted by law, Lessee agrees that with respect to the Equipment, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code



as in effect in the State. Lessee may not dispose of any item of the Equipment without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of the Equipment.

**SECTION 12. Disclaimer of Warranties; Risk of Loss.**

LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, SUBJECT TO LESSEE'S OBLIGATIONS UNDER SECTION 14 HEREOF, OF ANY OF THE EQUIPMENT OR AS TO ITS TITLE THERETO OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT and Lessor hereby assigns to Lessee for and during the Lease Term all manufacturer's warranties or guaranties, express or implied, issued on or applicable to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties or guaranties at Lessee's expense. Lessee acknowledges that the Equipment shall be purchased by Lessor in accordance with Lessee's specifications and from a vendor selected by Lessee; that Lessor is not a manufacturer of or dealer of such Equipment and takes no part in or responsibility for the installation of the Equipment, and that Lessor has made no representation or warranty and assumes no obligation with respect to the merchantability, condition, quality or fitness of the Equipment or the enforcement of the manufacturer's warranties or guaranties.

All such risks, as between Lessor and Lessee, are to be borne by Lessee. Without limiting the foregoing Lessor shall have no responsibility or liability to Lessee or any other person with respect to any of the following: (a) any liability, loss or damage caused or alleged to be caused directly or indirectly by the Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; (b) the use, operation or performance of the Equipment or any risks relating thereto; (c) any interruption of service, loss of business or anticipated profits or consequential damages; or (d) the delivery, operation, servicing, maintenance, repair, improvement or replacement of the Equipment.

**SECTION 13. Personal Property; Certificate of Title Laws.**

The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building or fixtures thereon or otherwise attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise; however, if the Equipment is deemed to be a fixture, Lessee shall immediately notify Lessor of this designation and Lessee shall do all things necessary to assist Lessor (or its assignee) to preserve a perfected first priority security interest in the Equipment.

If any of the Equipment is subject to certificate of title laws during the Lease Term, Lessee shall deliver to Lessor contemporaneously with payment to the Vendor of such Equipment a copy of the manufacturer's certificate(s) of origin reflecting Lessee as the owner of the Equipment and Lessor as first lienholder. Lessee shall be responsible for the titling of vehicular Equipment and

shall ensure each title application reflects Lessee as owner and Lessor as first lienholder and shall provide Lessor copies of each title application. The title application process shall be completed as soon as possible after payment to the Vendor for the vehicular equipment. Lessee shall deliver the original certificate(s) of title to Lessor upon issuance thereof.

**SECTION 14. Use; Maintenance and Repair.**

(a) Lessee will: (i) use the Equipment in a careful manner for the use contemplated by this Agreement and the laws of the State with respect to equipment of this type; (ii) comply with all laws, insurance policies and regulations relating to the use, maintenance and operation of the Equipment; and (iii) pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Equipment.

(b) Lessee, at its expense, will: (i) keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor, and (ii) obtain and maintain any governmental licenses and permits required for ownership and operation of the Equipment.

(c) Lessee will repair and maintain, or by contract provide for the proper repair and maintenance of, the Equipment during the Lease Term.

(d) Lessor agrees that during the Lease Term it will not impair Lessee's abilities to operate or maintain the Equipment in sound operating condition so that the Equipment will be able to carry out its intended functions.

**SECTION 15. Alterations.**

Following completion of the acquisition of the Equipment, Lessee will not make any alterations, additions, substitutions, subtractions or replacements to the Equipment which would have an adverse effect on either the nature of the Equipment or the function or value of the Equipment, unless such alterations, additions, substitutions, subtractions, replacements or improvements may be readily removed or re-added without damage to the Equipment. Any alterations, additions or improvements to the Equipment which may not be readily removed without damage to the Equipment, and any substitutions or replacements, shall be considered to constitute a part of the Equipment.

**SECTION 16. Location; Inspection.**

Lessee shall not remove the Equipment from the Equipment Location without the consent of Lessor, which consent shall not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect or observe the use, operation and maintenance of the Equipment.

**SECTION 17. Fees, Taxes and Liens.**

(a) Fees. Lessee shall be liable to reimburse Lessor for, and agrees to hold Lessor harmless from, all titling, recordation, documentary stamp and other fees arising at

any time prior to or during the Lease Term, or upon or relating to the Equipment or this Agreement.

(b) Taxes, Other Governmental Charges and Utility Charges. The parties contemplate that the Equipment will be used for a governmental purpose of Lessee and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), which form includes without limitation, ad valorem taxes (whether real or personal), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Lease Term against or with respect to the Equipment, as well as all utility and other charges incurred in the operation and use of the Equipment.

(c) Liens. Lessee shall keep the Equipment, the Acquisition Fund and the Bond Fund (as defined in the Escrow Agreement) free and clear of all liens, levies and encumbrances, except those created under this Agreement.

#### **SECTION 18. Appropriation; Damage; Destruction.**

All financial obligations of Lessee under this Lease, including all rental obligations under Section 7 hereof, are subject to appropriation of available funds to make such payments by the governing body of Lessee. The failure of the governing body to appropriate the funds necessary to make any rental payment due hereunder shall not constitute an Event of Default, but in such event this Lease as it applies to the particular Equipment Schedule and Schedule of Payments relating to the rental payment obligation shall terminate, and Lessee shall be required to deliver to Lessor the Equipment subject to such Equipment Schedule and Schedule of Payments. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and will promptly repair or replace any portions of Equipment lost, destroyed, damaged or appropriated necessary to maintain the Equipment in sound operating condition so that at all times during the Lease Term the Equipment will be able to carry out its intended functions.

#### **SECTION 19. Insurance.**

- (a) Lessee during the Lease Term of this Agreement shall maintain:
- (i) casualty and/or property insurance, with any loss deductible commonly used by Lessee, at a minimum covering the replacement value of the Equipment, naming Lessor as loss payee; and
  - (ii) liability insurance covering the use of the Equipment, which may be a combination of self-insurance and an excess liability policy, naming Lessor as an additional insured.
- (b) The proceeds of any personal injury insurance, casualty insurance, or appropriation awards, to the extent they are not promptly used or encumbered for the purposes stated in Section 18 hereof, shall be paid to Lessor for deposit in the

Lease-Purchase Payment Account, and proceeds deposited into the Lease-Purchase Payment Account shall applied to Lessee's Lease-Purchase Payments; and

(c) In the event of total destruction of any Units of Equipment, Lessee shall apply insurance proceeds, self-insurance and any other moneys available and appropriated for the purpose, to the acquisition of replacement Equipment or pay in full the Purchase Price described in Section 20 of this Agreement.

#### **SECTION 20. Purchase Option.**

Lessee, upon 30 days prior written notice to Lessor and after the Commencement Date, shall have the right to purchase the Equipment, in whole, thereof on any Purchase Price Date by paying to Lessor the Lease-Purchase Payment then due on the applicable Individual Payment Schedule, together with the Purchase Price relating to that date.

#### **SECTION 21. Assignments.**

(a) Lessee may not, without the prior written consent of Lessor: (i) assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Agreement or any Individual Payment Schedule under this Agreement or any Unit of Equipment (without replacement or substitution) or any interest in this Agreement or any Individual Payment Schedule under this Agreement or Unit of Equipment, or (ii) sublease the Equipment or permit it to be operated by anyone other than Lessee, Lessee's employees or persons authorized by Lessee in connection with Lessee's operation and maintenance of the Equipment.

(b) This Agreement and each Individual Payment Schedule and the obligations of Lessee to make payments under each Individual Payment Schedule, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantees, holders, assignees or subassignee by Lessor, whereupon such successors, grantees, holders, assignees or subassignee shall succeed to all of Lessor's rights and (except to the extent of any servicing obligations retained by Lessor) obligations. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a notice of the same by Lessor or its grantees, holders, assignees or subassignee; provided, however, that failure to provide such notice to Lessee shall not invalidate, void or render ineffective such assignment. Such sale, disposition, assignment or reassignment shall be effective upon receipt of such notice by Lessee.

(c) Subject to Section 18 hereof, Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including registering of assignments, notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interest in the Equipment, in this Agreement and in each Individual Payment Schedule.

(d) To the extent permitted by law, Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby one or more interests are created in this Agreement under each Individual Payment Schedule, the Equipment or the Lease-Purchase Payments under this Agreement and each Individual Payment Schedule or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

## **SECTION 22. Events of Default.**

The occurrence of any one or more of the following events constitutes an "Event of Default" under this Agreement:

(a) Lessee's failure to make during the Lease Term any Lease-Purchase Payment (including Additional Rent or any other payment) as it becomes due in accordance with the terms of any Individual Payment Schedule to this Agreement, and the failure continues for 10 days after the due date, except due to a non-appropriation event described in Section 18 hereof; or

(b) Lessee's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under any Individual Payment Schedule to this Agreement, and the failure is not cured or steps satisfactory to Lessor taken to cure the failure, within 15 days after written notice of the failure to Lessee by Lessor; or

(c) The discovery by Lessor that any material statement, representation or warranty made by Lessee in this Agreement, any Individual Payment Schedule hereto or in any writing delivered by Lessee pursuant to or in connection with this Agreement is false, misleading or erroneous in any material respect; or

(d) The initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Lessee; or

(e) Lessee shall be or become insolvent, or admit in writing its inability to pay its or his debts as they mature, or make an assignment for the benefit of creditors; or Lessee shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Lessee; or Lessee shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Lessee, or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of Lessee.

## **SECTION 23. Remedies.**

Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies as to the Equipment:

(a) Within 15 days after written demand or notice to Lessee, (i) enter and take immediate possession of the Equipment wherever situated, without any court order or process of law and without liability for entering the premises, or (ii) require Lessee to transfer all of its right, title and interest and to peaceably surrender possession of the Equipment to Lessor or its assignee on the effective date of such termination, and to have such Equipment packaged for shipment and delivery to Lessor, at Lessee's sole cost and expense, in accordance with manufacturer's specifications; and

(b) Sell or lease the Equipment or sublease the Equipment for the account of Lessee, holding Lessee liable for all Lease-Purchase Payments (including Additional Rent and other payments) due during the then applicable Fiscal Period to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable during such Fiscal Period by Lessee under all Individual Payment Schedules of this Agreement; and

(c) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement or to rescind this Agreement as to any or all of the Equipment.

To the extent permitted by law, Lessee will remain liable for all covenants and obligations under this Agreement, and for all reasonable legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by Lessor with respect to the enforcement of any of the remedies under this Agreement, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

Upon an Event of Default or as otherwise required herein or under any Individual Payment Schedule to this Agreement, Lessee shall within ten (10) calendar days after written notice from Lessor as provided for in this Section 23(b), at its own cost and expense: (a) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (b) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge to Lessee the costs of such taking. To the extent permitted by applicable law, Lessee hereby expressly waives any damages occasioned by such taking, unless caused solely and directly by Lessor's negligence or failure to comply with the UCC. In the event that Lessee makes modifications to a site after any Equipment has been installed therein and such modifications impede the removal of the Equipment, the cost of removing the impediments and restoring the site shall be the sole expense of Lessee. Lessee agrees that if Lessee is required to

deliver any item of Equipment to Lessor or Lessor's agent, the Equipment shall be delivered free of all substances which are regulated by or form a basis for liability under any Environmental Law (other than items necessary for the use or operation of the Equipment for the purposes for which it was intended so long as such items have been hauled, conveyed, stored, treated, transported and disposed of in accordance with Environmental Laws). All of Lessee's right, title and interest in any Equipment the possession of which is taken by Lessor upon the occurrence of an Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment) shall pass to Lessor, and Lessee's rights in such Equipment shall terminate immediately upon such repossession.

**SECTION 24. No Remedy Exclusive.**

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to Lessor shall survive the termination of this Agreement.

**SECTION 25. Notices.**

All notices to be given under this Agreement shall be made in writing and mailed by certified or registered mail, return receipt requested, to the parties at the addresses set forth herein or at such other address as the party may provide in writing from time to time.

**SECTION 26. Headings.**

All section headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**SECTION 27. Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of the State.

**SECTION 28. Delivery of Related Documents.**

Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this Agreement, including the Individual Payment Schedules which are or become a part of this Agreement.

Lessor and Lessee agree that this Agreement or any other appropriate documents may be filed or recorded to evidence the parties' respective interests in the Equipment, this Agreement and/or each Individual Payment Schedule hereunder.

**SECTION 29. Special Representations and Covenants of Lessor.**

Lessor represents that:

(a) Lessor is a limited liability company duly organized, existing and in good standing under the laws of the State of Ohio; has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Agreement; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Agreement;

(b) neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor or its property is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge, or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment, as defined in the Lease except encumbrances permitted by the Lease; and

(c) upon exercise by Lessee of its option to purchase the Equipment pursuant to this Agreement, Lessor will deliver to Lessee all documents which are or may be necessary to vest all of Lessor's right, title and interest in and to the Equipment in Lessee, and will release all liens and encumbrances created under this Agreement with respect to the Equipment.

**SECTION 30. Special Representations, Warranties and Covenants of Lessee.**

In addition to the representations, warranties and covenants in Section 9 hereto, Lessee represents, covenants and warrants that:

(a) it is a political subdivision of the State responsible for governmental functions as specified by law and that acquiring, owning and financing of the Equipment and the leasing of the Equipment will advance such purposes. Lessee further represents that it intends, to the fullest extent possible, to support and maintain the Equipment to assure performance of its essential function;

(b) the laws of the State authorize Lessee to acquire, operate and maintain the Equipment to be leased pursuant to this Agreement, to enter into this Agreement and the transactions contemplated thereby, and carry out its obligations under this Agreement;

(c) the officers of Lessee executing this Agreement have been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution (or ordinance) of Lessee's governing body or by other appropriate official action;

(d) Lessee has complied with all open meeting laws, all public bidding laws requirements for referendum (if any), debt limitations (if any) and all other laws of the



State and the United States applicable to this Agreement and the acquisition of the Equipment by Lessee;

(e) except as provided under the terms of this Agreement, Lessee will not transfer, sell, lease, assign, mortgage or encumber the Equipment;

(f) the Equipment constitutes public property to be used solely for public purposes and Lessee will use the Equipment during the term of this Agreement only to perform essential governmental functions;

(g) Lessee will execute and file with the Internal Revenue Service the information reporting statement required by Section 149(e) of the Code, (Form 8038G or 8038GC);

(h) Lessee does not reasonably anticipate that less than 95% of the proceeds of the Lease will be used for "local government activities" of Lessee;

(i) Lessee has duly authorized the execution and delivery of this Agreement and each Individual Payment Schedule by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Individual Payment Schedule;

(j) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(k) The payment of the Lease Purchase Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local government unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the costs of the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment; and

(l) all representations, warranties, covenants and statements contained in this Agreement are true and correct.

Upon the execution of each Individual Payment Schedule, Lessee will provide Lessor a completed and executed copy of the opinion of the legal counsel to Lessee, substantially in the form attached hereto as *Exhibit E*. The opinion of legal counsel to Lessee will be dated the date that funding for the Individual Payment Schedule is provided by Lessor. In addition, Lessee shall provide the items listed as *Exhibits A* through *H*, as each exhibit may be applicable to a specific Individual Payment

Schedule (and the applicable supplements thereto), as provided for in Individual Payment Schedule 1 and each subsequent schedule.

**SECTION 31. Reserved.**

**SECTION 32. Entire Agreement.**

This Agreement, together with all Individual Payment Schedules and attachments and exhibits, and other documents or instruments executed by Lessee and Lessor in connection with this Agreement, constitute the entire agreement between the parties with respect to the lease of the Equipment.

**SECTION 33. Amendments.**

This Agreement may not be modified, amended, altered or changed except with the written consent of Lessee and Lessor and except as contemplated by the addition of Individual Payment Schedules.

**SECTION 34. Severability.**

In any provision of, or any covenant, obligation or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. The invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**SECTION 35. Counterparts.**

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

**SECTION 36. Further Assurances.**

The parties further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Lessor and its successors and assigns, all and singular, the interests in the Equipment hereby assigned, and otherwise implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties have executed this Master Lease-Purchase Agreement by their authorized officers on the dates of the respective acknowledgments as of May \_\_, 2019.

**FIRST FINANCIAL EQUIPMENT FINANCE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA**

By: \_\_\_\_\_  
Name: Les Coyne  
Title: Board President

**EXHIBIT A**

**EQUIPMENT SCHEDULE NO. 1.**

Lessor: First Financial Equipment Finance, LLC

Lessee: Board of Commissioners of the City of Bloomington, Indiana

This Equipment Schedule entered into this \_\_\_\_ day of May, 2019, by and between Lessor and Lessee pursuant to and subject to the terms and conditions of the Master Lease-Purchase Agreement dated as of May \_\_, 2019 (the "Agreement") and this Individual Payment Schedule (the "Individual Payment Schedule" and together with the Agreement, the "Lease").

**Section 1. Equipment covered by this Equipment Schedule.**

Pursuant to the terms of the Agreement, Lessor agrees to disburse money in an amount equal to \$225,000.00 directly to Professional Golfer Corporation, for all of the following equipment: electric golf cars identified on Invoice #CGC75T4819 dated March 29, 2019, submitted by Professional Golfer Corporation (collectively, the "Equipment"). Upon the Lessee receiving the Equipment, Lessor agrees to lease the Equipment to Lessee.

**Section 2. Billing Address: 401 N. Morton Street, Suite 240, Bloomington, Indiana 47404, Attention: Controller**

**Section 3. Term: Ending on December 30, 2022**

**Payment Frequency: Quarterly in advance**

**Section 4. Rent. See Exhibit B**

**Commencement Date: May \_\_, 2019.**

**Section 5. Base Rent.**

The Base Rent of the Lease-Purchase Payments is determined by applying an annual rate of interest equal to 3.99% of the outstanding balance of an original principal amount of \$225,000 for the Equipment, being an amount equal to the cost of acquiring the Equipment.

**Section 6. Prepayment Terms.**

Lessee may prepay the Lease under this Equipment Schedule No. 1 at on any Purchase Price Date, subject to the notice provision in Section 20, during the Lease Term in an amount equal to the remaining Principal Component of Lease-Purchase Payments, and without premium or penalty. It is intended that the prepayment option be exercised in whole, however, at Lessor's discretion, the prepayment option may be exercised in part.

**FIRST FINANCIAL EQUIPMENT FINANCE, LLC**

By:

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD OF PARK COMMISSIONERS OF THE  
CITY OF BLOOMINGTON, INDIANA**

By:

\_\_\_\_\_  
Name: Les Coyne

Title: Board President

**EXHIBIT B****SCHEDULE OF PAYMENTS**

| <b>Payment Date</b> | <b>Total Payment</b> | <b>Principal Component</b> | <b>Interest Component</b> |
|---------------------|----------------------|----------------------------|---------------------------|
| June 30, 2019       | \$29,987.88          | \$29,987.88                | \$0.00                    |
| September 30, 2019  | 14,993.94            | 13,048.69                  | 1,945.25                  |
| December 30, 2019   | 14,993.94            | 13,178.85                  | 1,815.09                  |
| March 30, 2020      | 14,993.94            | 13,310.31                  | 1,683.63                  |
| June 30, 2020       | 14,993.94            | 13,443.08                  | 1,550.86                  |
| September 30, 2020  | 14,993.94            | 13,577.18                  | 1,416.76                  |
| December 30, 2020   | 14,993.94            | 13,712.61                  | 1,281.33                  |
| March 30, 2021      | 14,993.94            | 13,849.39                  | 1,144.55                  |
| June 30, 2021       | 14,993.94            | 13,987.54                  | 1,006.40                  |
| September 30, 2021  | 14,993.94            | 14,127.06                  | 866.87                    |
| December 30, 2021   | 14,993.94            | 14,267.98                  | 725.95                    |
| March 30, 2022      | 14,993.94            | 14,410.31                  | 583.63                    |
| June 30, 2022       | 14,993.94            | 14,554.05                  | 439.89                    |
| September 30, 2022  | 14,993.94            | 14,699.22                  | 294.71                    |
| December 30, 2022   | 14,993.94            | 14,845.85                  | 148.09                    |

**EXHIBIT C**

**CERTIFICATE OF ACCEPTANCE**

The undersigned, Lessee under that Master Lease-Purchase Agreement, dated as of May \_\_, 2019, Equipment Schedule No. 1 hereby certifies that:

The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.

The Equipment is covered by insurance in the types and amounts required by the Agreement, and the Equipment is located at the locations set forth in the disbursement requests provided to Lessor required in Exhibit A to the Agreement.

No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

The undersigned, Lessee, hereby certifies that the Equipment described in Exhibit A, has been delivered to, and installed at, the Equipment Location specified therein and, as between Lessor and Lessee, is in good working order and is hereby accepted May \_\_, 2019.

**CITY OF BLOOMINGTON, INDIANA**

By: \_\_\_\_\_

Name: Les Coyne

Title: Board President

## EXHIBIT D

### ARBITRAGE AND USE CERTIFICATE

We, the undersigned, hereby certify that we are the duly qualified and acting President of the Board of Park Commissioners and Controller, respectively, of the City of Bloomington, Indiana ("Lessee"), and that the Board President of Lessee, in the Board Presidents's official capacity as such officer, is responsible for executing and delivering on behalf of Lessee the Master Lease-Purchase Agreement (the "Agreement") by and between Lessee and First Financial Equipment Finance, LLC ("Lessor"), dated as of May \_\_, 2019 (the "Agreement Date"). This Certificate is being issued pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations issued thereunder. The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter:

1. The Agreement provides for the lease of certain equipment described in the applicable Equipment Schedule - Exhibit A to the Agreement (the "Equipment") by Lessor to Lessee and the lease of the Equipment by Lessee from Lessor. Pursuant to the Agreement, Lessee is required to make payments of Base Rent with respect to the Equipment comprising principal and interest, on the dates and in the amounts set forth in the Schedule of Payments - Exhibit B to the Agreement, plus Additional Rent, if any, as described in the Agreement.

2. A contract or contracts providing for the acquisition and delivery of the Equipment has or have been executed by Lessee.

3. The total amount of Sale Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Code, of the principal deemed received under the Agreement by Lessee will not exceed the amount necessary to finance the acquisition of the Equipment.

4. Lessee has incurred, or will incur no later than six months after the Agreement Date, a substantial binding commitment to expend at least 5% of the Net Sale Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Code, of the principal deemed received under the Agreement for the Equipment, which will be acquired with due diligence and, based upon the provisions of the contract described in paragraph 2 hereof.

5. All of the Net Sale Proceeds of the principal deemed received under the Agreement will be expended on the Equipment and related expenses no later than three years after the Agreement Date.

6. Lessee does not expect to sell, exchange or otherwise dispose of its interest in the Equipment during the term of the Agreement.

7. Lessee will permit no more than 10% of the use of the Equipment by a non-governmental person if more than 10% of the Base Rent and Additional Rent, if any, is secured or to be paid, either directly or indirectly, by any non-governmental person and will permit no more than 5% of the use of the Equipment by a non-governmental person if such use is not related to Lessee's use of the Equipment.



8. There are no amounts, other than the Gross Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Code, deemed received under the Agreement, that have a nexus to the acquisition of the Equipment sufficient that such other funds, if any, would have been used for that purpose. There are no Replacement Proceeds, as defined in Treas. Reg. § 1.148-1(c), issued under the Code, such as sinking funds or pledged funds for payment of the Base Rent and Additional Rent, if any, and the term of the Agreement is not longer than reasonably necessary for the acquiring, installing and paying for the Equipment.

9. Lessee will comply with all requirements of Section 148(f) of the Code and the Treasury Regulations issued thereunder relating to rebate of certain arbitrage earnings on investments acquired with Gross Proceeds deemed received under the Agreement to the United States of America.

10. Lessee anticipates spending all of the proceeds received under the Agreement within six months from the date of the Agreement. Therefore, Lessee anticipates satisfying the temporary period relating to rebate found in Section 148(f)(4)(B) of the Code and Treas. Reg. § 1.148-7(c).

11. Lessee will file Form 8038-G, as applicable, for the Agreement no later than August 15, 2019.

12. Lessee will keep proper records and accounts, which should contain complete and correct entries of all transactions relating to the Agreement, for at least six years after the end of the Agreement. Lessee understands that failure to maintain the records described in this section might result in interest on the Agreement becoming includable in the gross income of Lessor for federal income tax purposes and might result in additional rebate liability.

(a) Lessee will keep all records relating to the use of the Project, including all management and service contracts, all research agreements, if any, all leases and other rental agreements and any sales or disposition contracts, as well as any opinions of Bond Counsel that may be obtained.

(b) Lessee will keep copies of all records relating to the determination of Yield, including Issue Price, as defined in Treas. Reg. § 1.148-4, issued under the Code, and rebate or other payments for the Agreement, as provided in Treas. Reg. §§ 1.148-3 or -5, issued under the Code.

13. To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations and the foregoing satisfy the requirement for post-issuance compliance procedures of Lessee.

WITNESS my hand this \_\_\_\_ day of May, 2019.

**BOARD OF PARK COMMISSIONERS OF THE  
CITY OF BLOOMINGTON, INDIANA**

By: \_\_\_\_\_  
Name: Les Coyne  
Title: Board President

By: \_\_\_\_\_  
Name: Jeffrey Underwood  
Title: City Controller

## EXHIBIT E

### OPINION OF COUNSEL TO LESSEE

(Must be typed on letterhead of counsel preparing opinion)

First Financial Equipment Finance, LLC  
Cincinnati, Ohio

Barnes & Thornburg LLP  
Indianapolis, Indiana

Re: Master Lease-Purchase Agreement dated as of May \_\_, 2019, by and between First Financial Equipment Finance, LLC ("Lessor") and the Board of Park Commissioners of the City of Bloomington, Indiana ("Lessee"), Individual Payment Schedule No. 1

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Master Lease-Purchase Agreement described above, including Individual Payment Schedule No. 1. ("Schedule 1") (collectively, the "Lease") and various related matters, and in this capacity have reviewed an executed duplicate original or certified copy of the Lease by and between Lessee and Lessor, including all schedules and exhibits forming a part thereof and other instruments and documents related to the Lease. All capitalized terms used herein shall have the meanings given them in the Lease, except as defined herein.

Based upon my examination of the foregoing and of such provisions of law, judicial decisions, opinions and other matters as we deemed necessary and relevant in order to render the opinions set forth below, it is my opinion that:

1. Lessee is a unit and political subdivision of the state of State of Indiana (the "State"), duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under applicable law to enter into the Lease by and among Lessee and Lessor, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and constitute valid and binding obligations of Lessee enforceable in accordance with the terms thereof, except as enforceability may be limited by applicable bankruptcy, reorganization or other similar laws of general application relating to or affecting the rights of creditors.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting laws, public bidding laws,

prevailing wage laws, requirements for referendum (if any), applicable debt limitations and other applicable laws of the State and the United States.

5. Lessee has sufficient moneys available to make all Lease Payments required to be paid under the Lease during the current fiscal year of Lessee and such moneys have been properly budgeted and appropriated for this purpose in accordance with applicable law.

6. The execution of the Lease does not result in the violation of any constitutional, statutory, other limitation or contractual obligation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no action, suit or proceeding pending or, to the best of my knowledge, threatened against or affecting Lessee, before any court, administrative agency, arbitrator or governmental body, that challenges the existence or organization of Lessee; the title of any of the present officers of Lessee to their respective officers, the authority or proceedings for the execution and delivery of the Lease and the other documents described above, the appropriation of moneys to make Lease-Purchase Payments pursuant to the Lease to the extent of such appropriations; or the authority of Lessee otherwise to perform its obligations under the Lease.

8. The property acquired pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

**EXHIBIT F**

**[IF APPLICABLE]**

**CERTIFICATE OF FISCAL OFFICER**

Re: Master Lease-Purchase Agreement dated as of May \_\_, 2019, by and between First Financial Equipment Finance, LLC ("Lessor") and the Board of Park Commissioners of the City of Bloomington, Indiana ("Lessee"), Individual Payment Schedule No. 1

The undersigned, Jeffrey Underwood, as the Controller of the City of Bloomington, Indiana, for and on behalf of Lessee hereby certifies that the moneys required to meet the obligations of Lessee during the current fiscal period, with respect to Individual Payment Schedule No. 1 of the Master Lease-Purchase Agreement have been lawfully appropriated by Lessee for such purposes and are in the treasury of Lessee or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

By: \_\_\_\_\_

Name: Jeffrey Underwood

Title: City Controller

Date: May \_\_, 2019

**EXHIBIT G**

**INSURANCE COVERAGE REQUIREMENTS**

To: First Financial Equipment Finance, LLC  
From: City of Bloomington, Indiana  
SUBJECT: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Section 19 of the Master Lease-Purchase Agreement dated as of May \_\_, 2019 and Individual Payment Schedule No. 1 (collectively, the "Agreement"), we have instructed the insurance agent named below (please fill in name, address and telephone number)

Agent's Name: \_\_\_\_\_  
Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

to issue:

(a) All Risk Physical Damage Insurance on the leased Equipment or Unit thereof (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" as Loss Payee; and

(b) Public Liability insurance evidence by a Certificate of Insurance naming "Lessor and/or its assigns" as an Additional Insured.

Minimum Coverage Required:  
**\$225,000.00 per person**  
**\$225,000.00 aggregate bodily injury liability**  
**\$225,000.00 property damage liability**

2. Pursuant to Section 19 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided to Lessor prior to the time that the Equipment or Unit thereof is delivered to us.

**CITY OF BLOOMINGTON, INDIANA**

By:

---

Name: Jeffrey Underwood

Title: City Controller

**MUNICIPAL CERTIFICATE**

Re: Master Lease-Purchase Agreement, dated as of May \_\_, 2019 (the "Agreement"), by and between First Financial Equipment Finance, LLC ("Lessor") and the Board of Park Commissioners of the City of Bloomington, Indiana ("Lessee")

I, the undersigned, the duly elected, qualified and acting Secretary of the above-captioned Lessee does hereby certify this \_\_\_\_ day of May, 2019 as follows:

1. Lessee did, at a regular meeting of the Board of Park Commissioners held on May 21, 2019 by motion duly made, seconded and carried in accordance with all requirements of law approve and authorize the execution and delivery of the Agreement and Individual Payment Schedule No. 1 (the "Individual Payment Schedule" and together with the Agreement, the "Lease") on its behalf by the following named representatives of Lessee to wit:

Printed Name: Les Coyne  
Title: Park Board President  
Signature: \_\_\_\_\_

Printed Name: Jeffrey Underwood  
Title: City Controller  
Signature: \_\_\_\_\_

Printed Name:  
Title:  
Signature: \_\_\_\_\_

2. Enter number of required signatures (if more than one). N/A

3. The above named representative(s) of Lessee held at the time of such authorization, and holds at the present time, the office set forth above.

4. The meeting of the Board of Park Commissioners at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

5. There is no litigation of any nature either pending or threatened, restraining or enjoining the execution of the Lease nor directly or indirectly affecting the proceedings and authority by which the Agreement has been authorized and executed, nor any dispute, controversy or litigation affecting the validity of or security for the Agreement.

6. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.



7. All insurance required in accordance with the Agreement is currently maintained by Lessee.

8. Lessee is not in default for the payment of principal of or interest on any of its notes or bonds or other obligations now outstanding.

**IN WITNESS WHEREOF**, I hereunto set my hand the day and year first above written.

By:

\_\_\_\_\_  
Name: Kim Clapp  
Title: Park Board Secretary

March 12, 2024

Jessica McLellan  
Controller  
City of Bloomington  
401 N Morton St Ste 240  
Bloomington, IN 47404

Ms. McLellan:

First Financial Equipment Finance, LLC ("FFEFE") is pleased to offer the City of Bloomington, Indiana the following proposal. This proposal is subject to final credit approval and mutually agreeable documentation. Upon receipt of a signed copy of this proposal indicating your acceptance, FFEFE will begin the final credit approval process.

**Lessor:** First Financial Equipment Finance, LLC, its successors or assigns ("Lessor")

**Lessee:** City of Bloomington, Indiana ("Lessee")

**Equipment:** Golf Carts

**Equipment Cost:** \$254,527.00

**Lease Option:** 3 Year term. 3 annual payments, in advance at \$90,449.33.

**Interest Rate:** Interest rate equal to the 30 day SOFR index plus 1.25% at the time of commencement. Rate as of 1/23/2024 is 6.56%.

**Purchase Amount:** At maturity, Lessee shall purchase all but not less than all of the Equipment for an amount equal to \$1.00.

**Rental Adjustment:** The rental factor quoted in this proposal is indexed to the 30 day SOFR index plus 1.25%. Lessor reserves the right to adjust the final pricing proportionately to any changes in the underlying index in order to maintain the Lessor's yield and cash flow.

**Lease Structure:** The lease will be a "net lease" wherein the Lessee will be responsible for all maintenance, insurance, and taxes, including any applicable sales/use tax and personal property tax.

**Transaction Expenses:** There will be a processing fee of \$500 per lease schedule.

Documentation shall be mutually acceptable to both parties. The city shall provide an opinion of legal counsel attesting to the legal, valid, and binding nature of the lease.

This letter shall in no event be interpreted as a commitment by FFEF to provide financing or issue or extend credit on the terms identified above or at all. This letter serves only as a preliminary description of the possible terms and conditions of the proposed financing, which is subject to further review, analysis, consideration and credit approval by FFEF.

**This letter expires at the close of business on March 31, 2024 unless this letter is acknowledged by you as indicated below. This letter is for the benefit of the Lessee and is not to be distributed or shared with any other party.**

We appreciate the opportunity and look forward to working with you.

Sincerely,

FIRST FINANCIAL EQUIPMENT FINANCE, LLC

*Trevor Bruner*

Sales Executive  
812-629-7099  
Trevor.bruner@bankatfirst.com

**Agreed and Acknowledged:**

**City of Bloomington, Indiana**

**Park Commissioners:**

\_\_\_\_\_  
Ellen Rodkey

\_\_\_\_\_  
Israel Herrera

\_\_\_\_\_  
Jim Whitlatch

**City of Bloomington:**

\_\_\_\_\_  
Margie Rice, Corporation Counsel                      Date

\_\_\_\_\_  
Tim Street, Director    Date  
Parks and Recreation Department

# FIRST

first financial equipment finance

March 12, 2024

Jessica McLellan  
Controller  
City of Bloomington  
401 N Morton St Ste 240  
Bloomington, IN 47404

Ms. McLellan:

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|                              |   |
|------------------------------|---|
| <b>Lessor:</b>               | First Financial Equipment Finance, LLC, its successors or assigns ("Lessor")  |
| <b>Lessee:</b>               | City of Bloomington, Indiana ("Lessee")   |
| <b>Equipment:</b>            | Golf Carts  |
| <b>Equipment Cost:</b>       | \$254,527.00  |
| <b>Lease Option:</b>         | 3 Year term. 3 annual payments, in advance at \$90,449.33.  |
| <b>Interest Rate:</b>        | Interest rate equal to the 30 day SOFR index plus 1.25% at the time of commencement. Rate as of 1/23/2024 is 6.56%.   |
| <b>Purchase Amount:</b>      | At maturity, Lessee shall purchase all but not less than all of the Equipment for an amount equal to \$1.00.  |
| <b>Rental Adjustment:</b>    | The rental factor quoted in this proposal is indexed to the 30 day SOFR index plus 1.25%. Lessor reserves the right to adjust the final pricing proportionately to any changes in the underlying index in order to maintain the Lessor's yield and cash flow. |
| <b>Lease Structure:</b>      | The lease will be a "net lease" wherein the Lessee will be responsible for all maintenance, insurance, and taxes, including any applicable sales/use tax and personal property tax.   |
| <b>Transaction Expenses:</b> | There will be a processing fee of \$500 per lease schedule.   |

Documentation shall be mutually acceptable to both parties. The city shall provide an opinion of legal counsel attesting to the legal, valid, and binding nature of the lease.

This letter shall in no event be interpreted as a commitment by FFEF to provide financing or issue or extend credit on the terms identified above or at all. This letter serves only as a preliminary description of the possible terms and conditions of the proposed financing, which is subject to further review, analysis, consideration and credit approval by FFEF.

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We appreciate the opportunity and look forward to working with you.

Sincerely,

FIRST FINANCIAL EQUIPMENT FINANCE, LLC

*Trevor Bruner*

Sales Executive  
812-629-7099  
Trevor.bruner@bankatfirst.com

**Agreed and Acknowledged:**

**City of Bloomington, Indiana**

**Park Commissioners:**

\_\_\_\_\_  
Ellen Rodkey

\_\_\_\_\_  
Israel Herrera

\_\_\_\_\_  
Jim Whitlatch

**City of Bloomington:**

\_\_\_\_\_  
Margie Rice, Corporation Counsel Date

\_\_\_\_\_  
Tim Street, Director Date  
Parks and Recreation Department



## Tempo Electric Excel Options

**To: City of Bloomington**

**Date: 2/23/2024**

| Quantity     | Description   | Per Unit                     | Extension           |
|--------------|---|------------------------------|---------------------|
| 75           | 2024 Club Car Tempo Electric Excel Golf Cars<br><i>Standard Accessories:</i><br>Color – Green (74), Platinum (1)<br>Seat Color – Beige<br>Monsoon Canopy Top – Beige<br>Heavy Duty Trojan 8 Volt Batteries (Set of 6)<br>Single Point Watering System, Sweater Basket<br>Fully Automatic E.R.I.C.® Chargers<br>Number Decals (2), Comfort Grip Steering Wheel<br>FlexiDrink Cup Holders (4), USB Ports (2)<br>Power Ribbed Tires and Wheel Covers (Set of 4)<br>Freight and Installation<br><i>Additional Accessories Included in Pricing:</i><br>Windshield – Fold Down<br>Sand Bottle – Driver Side | \$5,798.00                   | \$434,850.00        |
| 1            | 2024 Club Car Carryall 300 Gas Range Picker   | \$13,263.00                  | \$13,263.00         |
| 1            | 2024 Club Car Carryall 500 Gas Utility  | \$10,039.00                  | \$10,039.00         |
| 75           | Trade-Ins: 2019 EZGO TXT Electric<br><br><small>All trade-ins must be intact and accessorized as when purchased (normal wear and tear excepted), free of liens and encumbrances, and in fleet running condition. All trade-ins must also have one working charger per car.</small>  | (\$2,715.00)                 | (\$203,625.00)      |
|              |   | <b>NET TOTAL:</b>            | <b>\$254,527.00</b> |
| <b>Terms</b> | <b>F.O.B.</b>   | <b>Approx. Delivery Date</b> | <b>Shipped Via</b>  |
| COD          | Bloomington, IN   | April 2024                   | Club Car Truck      |

All credit terms must be approved by Midwest Golf & Turf prior to delivery. Customer to submit required credit information for credit approval. The above proposal is firm for 30 days and is based on today's interest rate. After 30 days should vehicle prices or interest rates fluctuate, this rate will be adjusted accordingly.

This is an offer to sell the above-described products at the prices indicated by Midwest Golf & Turf, LLC and, upon acceptance by the indicated buyer, will become a binding contract of sale.

ACCEPTED BY:

CITY OF BLOOMINGTON PARKS BOARD:      CITY OF BLOOMINGTON:

\_\_\_\_\_  
Jim Whitlatch

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Ellen Rodkey

\_\_\_\_\_  
Tim Street, Director, Department of Parks and Recreation

\_\_\_\_\_  
Israel Herrera

**Midwest Golf & Turf**

**By:** Troy Griffith

**Title:** Territory Manager

**Date:** 3/11/2024



### Skip Payment Financing, 6 Payments Per Year

To: City of Bloomington

Date: 2/23/2024

Midwest Golf & Turf’s third party lending source proposes a Net Capital Lease to City of Bloomington for 75 new 2024 Electric powered golf cars, 1 Carryall 300 Gas Range Picker, and 1 Carryall 500 Gas Utility Vehicle equipped as stated in the 2022 bid packet. The financing rates are quoted herein and are subject to our third party lending source’s normal credit approval.

**Net Capital Lease/Finance: Skip Payments, City of Bloomington owns cars at end of term**

| Vehicles           | Quantity | Term    | Total Payments | Monthly Payment |
|--------------------|----------|---------|----------------|-----------------|
| Fleet, RP, Utility | 77       | 3 Years | 18             | \$15,333.00     |

\*Payments made May-October\*

\*Other financing options, term length, and payment structures available based on City of Bloomington’s Needs.

\*Interest rate – 3 year 5.99% based on estimated rates for Q1 2024.

\*Delivery approximately March 2024

\*The rates quoted include the trade-in of Cascades GC present fleet of golf cars and the trade-in values have been applied to lower the monthly payments. All trade-ins must be free of all liens and encumbrances, and in fleet running condition. Cars used for purposes other than golf car rental, damaged due to misuse, abuse or vandalism, and cars with missing equipment (electric cars must have a working charger) will be adjusted in value accordingly.

The above proposal is good for 14 days and is based on today’s interest rate. After 14 days should vehicle prices or interest rates fluctuate, this rate will be adjusted accordingly.

**Please Note:** Due to the extended time periods between proposal agreements, deliveries of new fleets ordered, and the rate lockdown period of 60 days prior to a lease commencement by our lenders, monthly payments quoted may increase due to changes in lending rates. Changes, if any, will be communicated when lease documents are finalized. Furthermore, Midwest Golf & Turfs intent is to hold pricing as agreed upon in this proposal. However, pricing is subject to change based on potential commodity surcharges or pricing adjustments due to volatile market conditions and extended lead times.

Accepted By:

ACCEPTED BY:

CITY OF BLOOMINGTON PARKS BOARD:

CITY OF BLOOMINGTON:

Midwest Golf & Turf

\_\_\_\_\_  
Jim Whitlatch

\_\_\_\_\_  
Margie Rice, Corporation Counsel

By: \_\_\_\_\_

\_\_\_\_\_  
Ellen Rodkey

\_\_\_\_\_  
Tim Street, Director, Department of Parks and Recreation

Title: \_\_\_\_\_

\_\_\_\_\_  
Israel Herrera

Date: \_\_\_\_\_



## Replacement Parts and Service

Factory authorized replacement parts, service and warranty work is handled through Club Car's factory authorized Dealer, . It is Club Car's objective that City of Bloomington will receive professional, timely and systematic service.

Club Car offers technical training seminars for City of Bloomington employees involved with golf car operations. These seminars are held at Club Car's manufacturing facility in Augusta, Georgia, and are conducted by professional educators. City of Bloomington employees will learn preventive maintenance and repair procedures to enhance City of Bloomington's fleet operations. They will also enjoy sharing ideas and experiences with golf club and resort personnel from all over the world.

### **Factory Authorized Service and Warranty Dealer**

P&P Golf Cars  
Mike Payton  
317-831-4283  
9788 N. Mann Rd.  
Mooresville, IN 46158

### **Secondary Factory Authorized Service and Warranty Dealer (Back-up Source)**

Carts Gone Wild  
Matt Schesselle – GM  
812-615-5050  
Evansville Market

### **Distributor**

Midwest Golf & Turf  
Troy Griffith -Territory Manager  
317-695-8415  
9108 Yeager Lane  
Fort Wayne, IN



**C-3** Agenda item

Admin. Approval: TS  
Date: 3/13/24

**TO:** Board of Park Commissioners  
**FROM:** Scott Pedersen, Youth Sports Coordinator  
**DATE:** March 26, 2024  
**SUBJECT:** Garage Door Replacement- Winslow Maintenance Garage

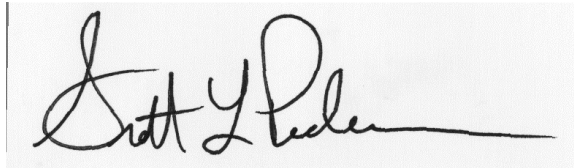
### Recommendation

Staff recommends Tommy D's Windows, Doors & More, Inc to replace the garage doors on the Winslow maintenance garage. It will cost \$6,586.47 and come from account line 200-18-187202-54420.

### Background

The garage doors on the Winslow Maintenance Garage are visibly damaged due to years of attempted vandalism and theft. To secure our assets inside the garage, we need new doors.

**RESPECTFULLY SUBMITTED,**



**Scott L. Pedersen, Youth Sports Coordinator**

**STANDARD CONTRACT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
Tommy D's Windows, Doors & More, Inc.  
FOR  
Replacement of Garage Doors on Winslow Maintenance Building**

This Agreement, entered into on this 27 day of March 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Tommy D's Windows, Doors & More, Inc. ("Contractor").

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before May 15, 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 Scott Pedersen, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed six thousand five hundred and eighty six dollars and forty seven cents (\$6,586.47). 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:

Scott Pedersen  
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 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 | Tommy D's Windows, Doors & More, Inc. |
| Attn: Scott Pedersen                     | Attn: Mason Wagner                    |
| 401 N. Morton Street Suite 250           | 8148 State Rd. 446                    |
| Bloomington, IN 47404                    | Bloomington, IN 47401                 |

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**Tommy D’s Windows, Doors & More, Inc.**

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
NAME OF SIGNATORY, TITLE

\_\_\_\_\_  
Tim Street, Director  
Parks and Recreation Department

\_\_\_\_\_  
Ellen Rodkey, Vice President,  
Board of Park Commissioners

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

Install four garage doors at Winslow Maintenance Garage Building which includes new interior tracks. Includes installation of four new doors and removal of old garage doors. Includes installation of tan weatherstrip as well. Contractor will also re-wrap exterior damage of frame.



## **EXHIBIT B**

### **“Project Schedule”**

Upon March 2024 Park Board Approval, Tommy D’s Windows, Doors, & More, Inc. will order doors which will take up to four weeks to get. Upon getting them, it will take another 2-3 days to complete the project.

**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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 \_\_\_\_\_, 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: \_\_\_\_\_

**C-4** Agenda item

Admin. Approval: TS  
Date: 3/13/24

**TO:** Board of Park Commissioners  
**FROM:** Amy Leyenbeck, Operations Coordinator  
**DATE:** March 22, 2024  
**SUBJECT:** Contract with Harrell Fish Inc. (HFI) for Split system and duct adaption on Switchyard Maintenance building.

### Recommendation

Staff recommends approval of contract with Harrell Fish Inc. (HFI) to demolish the existing (2) split systems and install materials, labor and tools to install a new split system and duct adaption to sufficiently support the building, at an amount not to exceed \$11,917.

Funding source: 200-18-189000-53990.

### Background

The existing split systems are very old and not functioning properly. By replacing these systems with newer more efficient one, the City will achieve cost savings and decrease harmful environmental impacts from operating an outdated, inefficient system.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

**STANDARD CONTRACT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
Harrell Fish INC, (HFI)  
FOR  
HVAC SYSTEM REPLACEMENT AT THE SWITCHYARD MAINTENANCE BUILDING**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and **Harrell Fish INC, (HFI)**(“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 May 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 Mark Marotz 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 eleven thousand, nine hundred and seventeen dollars (\$11,917.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Amy Leyenbeck, Operations Coordinator  
City of Bloomington Parks and Recreation  
401 N Morton St. 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 | <b>Harrell Fish Inc, (HFI)</b>          |
| <b>Attn: Mark Marotz</b>                 | <b>Attn: Jared Shelton</b>              |
| <b>401 N Morton St.</b>                  | <b>2010 Fountain Drive, PO Box 1998</b> |
| <b>Bloomington, IN 47404</b>             | <b>Bloomington, IN 47402</b>            |

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**

**Harrell Fish Inc, (HFI)**

DocuSigned by:  
*Margie Rice* 3/20/2024  
E9A0FAE19B82413...  
\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Jared Shelton, Account Manager

\_\_\_\_\_  
Tim Street, Director  
Parks and Recreation Department

\_\_\_\_\_  
Ellen Rodkey, Vice President,  
Board of Park Commissioners

## EXHIBIT A

### “Scope of Work”

The Services shall include the following:

HFI will provide demolition of the existing (2) split systems, furnish and install materials, labor and tools to install the electric system (\$11,917.00) as quoted below.



COB Parks and Rec  
Switchyard Park  
Bloomington, IN

February 16, 2024

Attn: Don Fodrill  
Re: Split System Change Out & Duct Adaptions

Harrell-Fish, Inc. proposes to demo the existing (2) split systems, furnish and install materials, labor, and tools to install a new split system and duct adaptions to sufficiently support the building.

Inclusions -

- Demo Existing Units (2 Amana Split Systems)
- Furnish and install Dual Fuel System:
  - American Standard 4 Ton Heat Pump
  - American Standard 4 Ton Upright Furnace
  - Cased Coil
  - Low Ambient Kit
  - Thermostat
  - Make ductwork additions and adaptations as needed to suffice the system.
- Furnish and install electric system:
  - American Standard 4 Ton Heat Pump
  - American Standard 4 Ton Upright Air Handler
  - 20 KW Heater
  - Thermostat
  - Make ductwork additions and adaptations as needed to suffice the system.
- Verify all connections.
- Start up.
- Verify operations.

Exclusions -

- Sales Tax
- Overtime/Shift Work
- Work outside the scope listed above.

**Total Project Investment Dual Fuel Option - \$13,120.00**

**Total Project Investment Electric Heat Pump and Air Handler - \$11,917.00**

Thank you for the opportunity to submit this proposal. Please contact me with any questions.  
Sincerely,

Jared Shelton  
Account Manager  
[jshelton@harrell-fish.com](mailto:jshelton@harrell-fish.com)  
812.381.7096

\_\_\_\_\_  
Client Acceptance                      Date

2010 Fountain Drive, P.O. Box 1996, Bloomington, IN 47402  
812-339-2575    www.harrell-fish.com



State Plumbing Commission No. CO89100025

An Equal Employment Opportunity Employer

**EXHIBIT B**

**“Project Schedule”**

Work will begin as soon as the contract is approved, on or around April 1, 2024 and will be completed by May 31, 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 \_\_\_\_\_, 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: \_\_\_\_\_

**C-5** Agenda item

Admin. Approval: TS  
Date: 3/13/24

**TO: Board of Park Commissioners**  
**FROM: Hsiung Marler, Recreation Facilities General Manager**  
**DATE: March 26, 2024**  
**SUBJECT: HARRELL FISH INC. CONTRACT FOR SWITCHYARD PARK  
PREVENTATIVE MAINTENANCE**

**Recommendation**

Staff Recommends approval of a contract for Harrell Fish Inc. for preventative maintenance at Switchyard Park. Harrell Fish Inc. was the lowest of two contractors bidding for the work.

There is a do not exceed amount of \$12,703.  
Funding Source 200-18-189006-53610

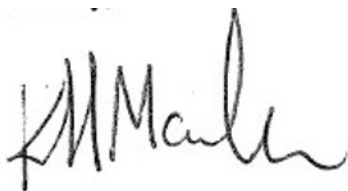
**Background**

In 2022 Parks entered into its first preventative maintenance agreement for Switchyard Park. This was to perform regularly scheduled electrical, plumbing, and HVAC maintenance, and in doing so keep systems performing efficiently and safely, as well as to extend the life of those systems. The preventative maintenance plan at Switchyard Park includes: backflow inspections, grease interceptor inspection, assistance with the startup and shutdown of the spray pad, and annual maintenance for the Main Performance Stage building and the Pavilion.

Harrell Fish Inc was awarded the first Switchyard Park preventative maintenance contract in 2022 and was extended in to 2023 (with no increase in fees). The Harrell Fish Inc. 2024 bid is actually lower than the 2022 bid.

Staff is satisfied with the work done by Harrell Fish Inc.

**RESPECTFULLY SUBMITTED,**



**Hsiung Marler, Recreation Facilities General Manager**

**STANDARD CONTRACT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
HARRELL FISH INC.  
FOR  
PREVENTATIVE MAINTENANCE SERVICES AT SWITCHYARD PARK**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and HARRELL FISH INC. (“Contractor”).

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before MARCH 31, 2025 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. 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 TWELVE THOUSAND SEVEN HUNDRED AND THREE DOLLARS (\$12,703.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

HSIUNG MARLER  
City of Bloomington Parks and Recreation  
401 N MORTON ST., SUITE 250



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

**Article 5. Appropriation of Funds**

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

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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.

**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 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 | HARRELL FISH INC    |
| Attn: HSIUNG MARLER                      | Attn: DAVID CONNER  |
| 401 N MORTON ST., SUITE 250              | 2010 FOUNTAIN DRIVE |
| BLOOMINGTON IN 47402                     | BLOOMINGTON IN 4704 |

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

**Article 28. Living Wage**

Contractor is considered a “covered employer” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 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**

**HARRELL FISH INC**

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
DAVID CONNER, CFO

\_\_\_\_\_  
Tim Street, Director  
Parks and Recreation Department

\_\_\_\_\_  
Ellen Rodkey, Vice President,  
Board of Park Commissioners

## EXHIBIT A

### “Scope of Work”

The Services shall include the following:

#### EQUIPMENT - PAVILION

| Qty | Tag Number(s)                     | Manufacturer              | Description                      |
|-----|-----------------------------------|---------------------------|----------------------------------|
| 1   | B-1                               | Laars                     | Boiler                           |
| 1   | EF-1                              | Greenheck                 | Exhaust Fan                      |
| 2   | RPZ-A, RPZ-B                      | Wilkins-Zurn              | Backflow Preventer               |
| 1   | BFP-1                             | N/A                       | Fire Line Backflow Preventer     |
| 1   | P-5                               |                           | Boiler Pump                      |
| 4   | P-1, P-2, P-3, P-4                | Honeywell                 | Zone Heating Pumps               |
| 1   | RP-A                              | Taco                      | Recirculating Pump               |
| 1   | RTU-1                             | Trane                     | Packaged Unit                    |
| 3   | HP-1, HP-2, HP-3                  | Mitsubishi                | Split System Heat Pump           |
| 5   | FCU-1, FCU-2, FCU-3, FCU-4, FCU-5 | Mitsubishi                | Fan Coil Units                   |
| 1   | WH-A                              | AO Smith                  | Water Heater                     |
| 1   | MV-A                              | Lawler                    | Mixing Valve                     |
| 1   | GI-A                              | Spencer Concrete Products | Grease Interceptor               |
| 1   | EWH-1                             | Qmark                     | Electric Wall Heater             |
| 1   | LSP-1, LSP-2                      | Liberty                   | Lift Station Pumps               |
| 1   | TBD                               | TBD                       | Ice Machine                      |
| 1   |                                   | True                      | Reach-In Commercial Refrigerator |

#### EQUIPMENT – SPRAY PAD BUILDING

| Qty | Tag Number(s)                     | Manufacturer | Description                |
|-----|-----------------------------------|--------------|----------------------------|
| 2   | EF-1, EF-2                        | Greenheck    | Exhaust Fan                |
| 1   | ERV-1                             | Greenheck    | Energy Recovery Ventilator |
| 1   | UH-1                              | N/A          | Unit Heater                |
| 2   | EDC-1, EDC-2                      | Greenheck    | Electric Duct Coil         |
| 1   | WH-A                              | A.O. Smith   | Water Heater               |
| 2   | MV-A, MV-B                        | Lawler, HAWS | Mixing Valve               |
| 3   | BP-A, BP-B, BP-C                  | Wilkins Zurn | Backflow Preventer         |
| 2   | SP-A, SP-B                        | Liberty      | Lift Station               |
| 7   | P-1, P-2, P-3, P-4, P-5, P-6, P-7 | N/A          | Spray Pad Pump             |
| 1   | IP-1                              | N/A          | Irrigation Pump            |
| 1   |                                   | Markell      | Chase Heater               |

#### EQUIPMENT – MAIN PERFORMANCE STAGE

| Qty | Tag Number(s) | Manufacturer         | Description          |
|-----|---------------|----------------------|----------------------|
| 1   | EF-1          | Greenheck            | Exhaust Fan          |
| 1   | EWH-1         | Qmark                | Electric Wall Heater |
| 1   | RPZBP         | Wilkins-Zurn         | Backflow Preventer   |
| 1   | Unknown       | A.O. Smith Preferred | Water Heater         |

## SERVICE - PUMPS

1. Heating Water Pumps
  - 1.1. Fall Startup
    - 1.1.1. Exercise valves.
    - 1.1.2. Lubricate all motors and bearings.
    - 1.1.3. Report any deficiencies to manager.
2. Lift Station Pumps
  - 1.2. Semi-Annual Service
    - 2.1.1. Pull pumps and visually inspect.
    - 2.1.2. Lubricate.
    - 2.1.3. Check floats and controls.
    - 2.1.4. Verify operation.
    - 2.1.5. Report any deficiencies to manger.



## SERVICE - MITSUBISHI DUCTLESS SYSTEMS

1. Semi-Annual Service
  - 1.1. Remove, clean, and install air filters.
    - 1.1.1. Clean condenser coils.
    - 1.1.2. Check and adjust safety controls.
    - 1.1.3. Check and adjust operating controls.
    - 1.1.4. Check condition of condensate lines.
    - 1.1.5. Check electrical connections.
    - 1.1.6. Check operation of system.
    - 1.1.7. Report any deficiencies to manager.



## **SERVICE – UNDER COUNTER ICE MACHINE**

1. Annual Service
  - 1.1. Clean and sanitize the water system.
  - 1.2. Clean air filters on air-cooled models.
  - 1.3. Check external filter system and change cartridges as needed.
  - 1.4. Check inlet water valve screens.
  - 1.5. Conduct bearing and auger inspection on extruded ice makers.
  - 1.6. Conduct a visual inspection of components, controls, and wiring for oil spots, loose wires, loose fasteners, corrosion, etc.
  - 1.7. Report any deficiencies to manager.

\*Equipment is to be purchased in 2024. Will not need preventative maintenance until 2025.



## **SERVICE – COMMERCIAL REACH-IN REFRIDGERATOR**

1. Annual Service
  - 1.1. Clean condenser coil
  - 1.2. Check operation.
  - 1.3. Report any deficiencies to manager.





## SERVICE – BACKFLOW PREVENTERS

1. Annual Certification
  - 1.3. Check and certify devices.
  - 1.4. If device fails, submit quote for repairs.
  - 1.5. Submit all necessary documentation to municipalities.
  - 1.6. Report any issues to manager.

### Locations:

- Pavilion Boiler Room
- Pavilion Boiler Room
- Stage
- Main Pavilion
- Irrigation - Potable
- Irrigation - Potable
- Splash Pad



## SERVICE – MIXING VALVES

1. Annual Service
  - 1.7. Confirm operation of mixing valve. Adjust as needed.
  - 1.8. Report any issues to manager.



## SERVICE – WATER HEATERS

1. Semi Annual Service
  - 1.9. Drain water heater to clear of
  - 1.10. sediment and scale.
  - 1.11. Check temperature and pressure relief valve operation.
  - 1.12. Check heating elements for scale buildup. Clean if needed.
  - 1.13. Check condition of anode rods.
  - 1.14. Report any issues to manager.



## SERVICE – TRANE PACKAGED UNIT

2. Quarterly Maintenance
  - 2.1. Check fan belts, adjust as needed. Replace annually.
  - 2.2. Replace air filters (air filters included).
  - 2.3. Check condensate pan, drain, and overflow safety switch.
  - 2.4. Check supply fan assembly.
  - 2.5. Lubricate applicable motors and bearings.
  - 2.6. Check electrical connections and components.
  - 2.7. Check condition of heat exchanger.
  - 2.8. Clean condenser coils.
  - 2.9. Check condition of evaporator coils.
  - 2.10. Check condition and operation of economizer.
  - 2.11. Check variable frequency drive settings.
  - 2.12. Report any deficiencies to manager.



## SERVICE – EXHAUST FANS

1. Annual Maintenance
  - 1.1. Check operation of fan motor.
  - 1.2. Clean housing of fan.
  - 1.3. Lubricate applicable motors and bearings.
  - 1.4. Replace filters
  - 1.5. Report any deficiencies to manager.



## **SERVICE - UNIT HEATERS**

1. Annual Maintenance
  - 1.1. Clean unit.
  - 1.2. Check operation.
  - 1.3. Report any deficiencies to manager.



## **SERVICE - CHASE HEATERS**

2. Annual Maintenance
  - 2.1. Clean unit.
  - 2.2. Check operation.
  - 2.3. Report any deficiencies to manager.



## **SERVICE – ELECTRIC DUCT HEATER**

1. Annual Maintenance
  - 1.1. Check heating elements.
  - 1.2. Check electrical wiring and components.
  - 1.3. Confirm operation.
  - 1.4. Report any deficiencies to manager.

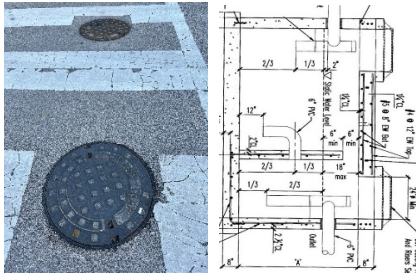
## SERVICE – BOILER

1. Semi Annual Service
  - 1.1. Fall Startup
    - 1.1.1. Check strainers.
    - 1.1.2. Check makeup water pressures.
    - 1.1.3. Check safety controls.
    - 1.1.4. Check operating controls.
    - 1.1.5. Inspect and clean condensate components.
    - 1.1.6. Check condensate neutralization.
    - 1.1.7. Analyze combustion for efficient operation.
    - 1.1.8. Check gas valve.
    - 1.1.9. Check flame sensor and ignitor.
    - 1.1.10. Check electrical connections and components.
    - 1.1.11. Report any deficiencies to manager.
  - 1.2. Spring Shutdown
    - 1.2.1. Shutdown boiler.
    - 1.2.2. Check burner for debris, clean if needed.
    - 1.2.3. Inspect heat exchanger.
    - 1.2.4. Report any deficiencies to manager.



## SERVICE – GREASE INTERCEPTOR

1. Annual Maintenance
  - 1.1. Vendor to buy a green waste ticket.
  - 1.2. Visually Inspect Grease Interceptor.
  - 1.3. Schedule pump out if necessary.
  - 1.4. Submit all necessary documentation to municipalities.
  - 1.5. Report Condition to Manager.



## SERVICE – SPRAY PAD

1. Spring Startup
  - 1.1. Bleed air from pumps.
  - 1.2. Check central trench. Remove plugs and put 1 plug on east opening to drain.
  - 1.3. Inspect pool pit and clean. Inspect sump pump and float.
  - 1.4. Install components in pad terminations.
  - 1.5. Replace water filters (Pricing is listed in last page of proposal).
  - 1.6. Startup equipment including pumps.
  - 1.7. Check amp draw on pumps.
  - 1.8. Check bearings and impeller on pumps.
  - 1.9. Inspect chemical feeder pumps and lines. Clean lines out
  - 1.10. Exercise valves.
  - 1.11. Verify operations.
  - 1.12. Report any deficiencies to manager.
2. Fall Winterization
  - 2.1. Remove components in pad terminations and place in storage.
  - 2.2. Check central trench. Place plugs in side-openings and take plug out of east opening to manhole.
  - 2.3. Pump all water out of outdoor pit.
  - 2.4. Drain system at each spray pump.
  - 2.5. Blow out piping with compressed air.
  - 2.6. Clean pump strainers.
  - 2.7. Lubricate pump motors and bearings.
  - 2.8. Visually inspect controls, pumps, chemicals, and parts.
  - 2.9. Report any deficiencies to manager.



**EXHIBIT B**

**“Project Schedule”**

SEE SCOPE OF WORK. SCOPE OF WORK DETAILS WHAT TASKS ARE ANNUAL, SEMI-ANNUAL, ETC.

**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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 \_\_\_\_\_, 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**

**AFFIDAVIT THE LIVING WAGE ORDINANCE**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Commission Number

**C-6** Agenda item

Admin. Approval: TS  
Date: 3/13/24

**TO:** Board of Park Commissioners  
**FROM:** Haskell Smith, Urban Forester  
**DATE:** March 26th, 2024  
**SUBJECT:** Contract with Bluestone Tree For removal of excess soil and debris at green waste facility

### **Recommendation**

Staff recommends approval of this contract with Bluestone Tree LLC to facilitate better usage of our current green waste facility.

Amount not to exceed: \$11,200.00

Funding Source: 200-18-189503-53990

### **Background**

Urban Forestry recently contracted tub grinding of all the woody material located at our green waste facility near Ferguson Dog Park. Prior to this it had not been removed in over ten years. Due to this delay in material grinding and removal, a portion of the green waste broke down into soil, and has left a very soft surface, making traversing it with dump trucks a difficult task. This green waste yard is used for woody waste generated by Urban Forestry and Street crews, and as a temporary holding facility for yard waste for Sanitation.

**RESPECTFULLY SUBMITTED,**



**Haskell Smith, Urban Forester**

**STANDARD CONTRACT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
BLUESTONE TREE LLC  
FOR  
REMOVAL AND HAULING OF EXCESS SOIL AND DEBRIS**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and BLUESTONE TREE LLC (“Contractor”).

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before 12/34/24 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 Haskell Smith, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed ELEVEN THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$11,200.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

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

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Contractor:**

|  |                      |
|--|----------------------|
| City of Bloomington Parks and Recreation | Bluestone Tree LLC   |
| Attn: Haskell Smith                      | Attn: Grayden        |
| 401 N Morton Suite 250                   | 3090 S Walnut ST     |
| Bloomington IN 47404                     | Bloomington IN 47401 |



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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

**Article 28. Living Wage**

Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 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 is determined to be a covered employer under the LWO, and shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

**CITY OF BLOOMINGTON**

*Margie Rice*

3/20/2024

E9A0FAE19B82413  
Margie Rice, Corporation Counsel

**BLUESTONE TREE LLC**

\_\_\_\_\_  
NAME OF SIGNATORY, TITLE

\_\_\_\_\_  
Tim Street, Director  
Parks and Recreation Department

\_\_\_\_\_  
Ellen Rodkey, Vice President,  
Board of Park Commissioners

**EXHIBIT A**

**“Scope of Work”**

The Services shall include the following:

The Contractor shall grade, remove and haul off excess loose soil and woody debris from the City’s Green waste facility located at 4300 N Stone Mill Rd Bloomington IN 47408.

**EXHIBIT B**

**“Project Schedule”**

All work is to be completed by December 31<sup>st</sup> 2024.



**EXHIBIT D**

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 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: \_\_\_\_\_



**C-7** Agenda item

Admin. Approval: TS  
Date: 3/13/24

**TO: Board of Park Commissioners**  
**FROM: Haskell Smith, Urban Forester**  
**DATE: March 26 2024**  
**SUBJECT: 2024 POWERLINE TREE PLANTING PROJECT CONTRACT**

**Recommendation**

Staff recommends the approval of contract with Morin's Landscaping for the installation of 157 trees along streets affected by the Reliability project tree removals.

Amount not to exceed: \$54,295.00

Funding Source: 201-18-189503-53990

**Background**

Over the last two years Duke Energy has made improvements to our local power grid by installing high voltage transmission lines, and in the course of that installation approximately 120 street trees were removed. Duke Energy provided the City with about \$55,000 in compensation to replant trees along the corridor. This contract seeks to replant the impacted streets by planting nearly 20% more trees as well as tree species that are power line friendly (that should never interfere with the utility lines). Morin's Landscaping recently completed a similar scale of project at a park in North Vernon with success and high satisfaction from the involved parties.

**RESPECTFULLY SUBMITTED,**



**Haskell Smith, Urban Forester**

**STANDARD CONTRACT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
MORIN'S LANDSCAPING  
FOR  
THE 2024 POWERLINE TREE PLANTING PROJECT**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Morin's Landscaping ("Contractor"),

**Article 1. Scope of Services**

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

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

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty Four Thousand Two Hundred Ninety Five Dollars and Zero Cents (\$54,295.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department on a monthly basis for the



percentage of work completed towards the completion of the Services described in Article 1. The invoice shall be sent to:

Haskell Smith  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

The term of this Agreement shall be until December 31, 2024, commencing on the effective date. This Agreement may be renewed for one additional terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor, which the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term. Should the City chose to renew this Agreement, Contractor may submit an increased fee for the services to be performed during the additional 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 supply chain issues, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or long term backorder which prevents completion of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify the contractor of any such termination and the reasons therefor in writing.

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

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

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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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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.

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

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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        | Morin's Landscaping      |
| Attn: Haskell Smith        | Attn: Kevin Morin        |
| 401 N. Morton, Suite 250   | 1905 W County Road 350 N |
| Bloomington, Indiana 47404 | North Vernon, IN 47265   |

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

**Article 28. Living Wage**

Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 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 is determined to be a covered employer under the LWO, and shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

**Article 29. Force Majeure**

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

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

**CITY OF BLOOMINGTON**

**Morin’s Landscaping**

DocuSigned by:  
*Margie Rice* 3/20/2024  
E9A0FAE19B82413  
\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Name and Title of Signatory

\_\_\_\_\_  
Tim Street, Director  
Parks and Recreation Department

\_\_\_\_\_  
Ellen Rodkey, Vice President,  
Board of Park Commissioners

## EXHIBIT A

### “Scope of Work”

1. The Contractor shall plant trees in locations identified by the City of Bloomington’s Urban Forester. All locations are within City street Right-Of-Way (ROW). Approximate addresses are listed below in “Site Locations”. All sites will have a Treekeeper number that can also be referenced.
2. The trees will be provided by the City of Bloomington. Contractor will be responsible for staging trees on site and planting. All sites are pre-determined by the City of Bloomington and have been marked with pink flagging and pink paint.
3. The Contractor is being asked to provide a lump sum price for the planting of 157 trees (listed below in “Site Locations”).
4. The Contractor will contact 811 to have underground utilities marked before digging for all sites.
5. The Contractor will have to obtain appropriate Right of Way permits from the Engineering Department.
6. The Contractor shall follow all ANSI Z133.1 standards for tree worker safety, and other applicable ANSI A300 standards.
7. Contractor shall follow the tree planting instructions as follows for all trees planted:
  - a. Inspect the tree - Contractor shall carefully remove the soil at the top of the container or root ball to locate the trunk flare. Check for girdling roots and damage to the root system and lower trunk. Only trees of acceptable quality are to be used for planting.
  - b. Site prep- Stump removal may be necessary, prior trees were ground to at least 6 inches in depth.
  - c. Dig the hole - The hole may be a minimum of 1.5 times the diameter of the container or rootball diameter. The center of the planting hole must be excavated to the depth of the bottom of the rootball to the trunk flare. Dig the hole and leave an undisturbed “pedestal” in the center to allow for future soil settling. Any site with underground utilities within 3 feet shall be hand dug, or use of equipment such as a vacuum truck is also acceptable. If utilizing a vertical auger for digging site, the Contractor must backfill the hole and tamp the soil, as necessary, to establish an appropriate planting depth.
  - d. Rootball preparation - Loosen and straighten outside and bottom roots prior to placing the rootball in the hole. The rootball may be up to 1 inch above or below ground level. Winding and girdling roots shall be pruned to either the point they are perpendicular to the rootball, or a point where they can be straightened and placed perpendicular to the rootball. Remove burlap and twine from top of rootball, remove any synthetic material. Keep the roots moist during this process.
  - e. Backfill –After tree placement, backfill the hole with the soil removed from the site, holding the trunk and central leader to ensure a straight upright position. Fill the entire hole level with existing soil grade. Root flare shall be within one inch of existing surrounding soil grade. If any soil is remaining, such as a soil ring around the tree from auguring, this is to be removed. In the event that the soil removed is not enough to fill

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

- f. Staking - Remove the nursery stake and any associated ties, twine or tags from the tree, if present. Where possible a root anchor product is preferred. Otherwise install four stakes in a diamond or square around tree, at least 2 feet into the native soil outside the rootball. One tie per stake must be placed at the lowest point on the trunk where the tree crown stands upright. Ties must be loose enough so the tree can move in the wind, but taut enough that the tree does not rub the stakes during movement.
- g. Mulch - Apply 2-4 inches deep of bark mulch or other organic mulch over the planting hole, remaining at least 4 inches away from the trunk flare.
- h. Protection – Some form of ridged mesh is to be installed to prevent trunk damage from the local deer population.
- i. Watering - After planting and staking the tree, apply water using a lower pressure application for a time long enough to saturate the rootball and planting area. Install a watering bag, such as a TreeGator to all trees planted.

#### Locations of Trees:

| Address   | Street        | Site ID |    |                               |
|---|---------------|---------|----|-------------------------------|
| <b>17th ST: West from Dunn st to Kinser (North side of Street unless noted)</b> |               |         |    |                               |
| 405   | E 17th ST     | 50719   |    |                               |
| 405   | E 17th ST     | 50720   |    |                               |
| 405   | E 17th ST     | 50721   |    |                               |
| 1300  | N Lincoln ST  | 50723   |    |                               |
| 1300  | N Lincoln ST  | 50724   |    |                               |
| 1300  | N Lincoln ST  | 50725   |    |                               |
| 1300  | N Lincoln ST  | 50726   |    |                               |
| 1300  | N Lincoln ST  | 50722   |    |                               |
| 219   | E 17th ST     | 50728   |    |                               |
| 219   | E 17th ST     | 50727   |    |                               |
| 219   | E 17th ST     | 50729   |    |                               |
| 205   | E 17th ST     | 47980   |    |                               |
| 205   | E 17th ST     | 47970   |    |                               |
| 205   | E 17th ST     | 50730   |    |                               |
| 205   | E 17th ST     | 50731   |    |                               |
| 121   | E 17th ST     | 50732   |    |                               |
| 121   | E 17th ST     | 50733   |    |                               |
| 1500  | N College AVE | 50735   | ** | Miller-Showers interior       |
| 1500  | N College AVE | 46500   |    |                               |
| 1500  | N College AVE | 46493   |    |                               |
| 1280  | N College AVE | 49616   | ** | Tree Grate near Square Donuts |
| 1280  | N College AVE | 49615   | ** | Tree Grate near Square Donuts |
| 1280  | N College AVE | 49614   | ** | Tree Grate near Square Donuts |



|   |               |       |    |                         |
|---|---------------|-------|----|-------------------------|
| 1500  | N College AVE | 50734 | ** | Miller-Showers interior |
| 202   | W 17th ST     | 50736 |    |                         |
| 214   | W 17th ST     | 50737 |    |                         |
| <b>B-Line Rogers to Fairview (North Side of B-line)</b>               |               |       |    |                         |
| 601   | N Rogers ST   | 50743 |    |                         |
| 601   | N Rogers ST   | 50744 |    |                         |
| 601   | N Rogers ST   | 50745 |    |                         |
| 601   | N Rogers ST   | 50746 |    |                         |
| 601   | N Rogers ST   | 50747 |    |                         |
| 601   | N Rogers ST   | 50748 |    |                         |
| 601   | N Rogers ST   | 50749 |    |                         |
| 601   | N Rogers ST   | 50750 |    |                         |
| 601   | N Rogers ST   | 50751 |    |                         |
| 601   | N Rogers ST   | 50752 |    |                         |
| 601   | N Rogers ST   | 50754 |    |                         |
| 601   | N Rogers ST   | 50759 |    |                         |
| 601   | N Rogers ST   | 50760 |    |                         |
| 601   | N Rogers ST   | 50761 |    |                         |
| <b>N Rogers: 10th St to 4th St (East side of street unless noted)</b> |               |       |    |                         |
| 601   | N Rogers ST   | 50757 |    |                         |
| 601   | N Rogers ST   | 50755 |    |                         |
| 601   | N Rogers ST   | 50756 |    |                         |
| 601   | N Rogers ST   | 50753 |    |                         |
| 502   | N Rogers ST   | 27115 |    |                         |
| 502   | N Rogers ST   | 27116 |    |                         |
| 308   | N Rogers ST   | 27169 | ** | Located on 7th street   |
| 308   | N Rogers ST   | 50741 | ** | Located on 7th street   |
| 214   | N Rogers ST   | 27210 |    |                         |
| 214   | N Rogers ST   | 27220 |    |                         |
| 214   | N Rogers ST   | 27231 |    |                         |
| 214   | N Rogers ST   | 27242 |    |                         |
| 420   | W 6th ST      | 50738 | ** | Located on 6th Street   |
| 420   | W 6th ST      | 27182 |    |                         |
| 420   | W 6th ST      | 27191 |    |                         |
| 420   | W 6th ST      | 27201 |    |                         |
| 502   | W 6th ST      | 28616 | ** | Located on 6th Street   |
| 118   | N Rogers St   | 28657 |    |                         |
| 118   | N Rogers St   | 28667 |    |                         |
| 118   | N Rogers St   | 28677 |    |                         |
| 118   | N Rogers St   | 28690 |    |                         |
| 118   | N Rogers St   | 28698 |    |                         |

|  |                |       |    |                           |
|--|----------------|-------|----|---------------------------|
| 118  | N Rogers St    | 28701 |    |                           |
| 417  | W Kirkwood AVE | 50739 |    |                           |
| 417  | W Kirkwood AVE | 29078 |    |                           |
| 111  | S Rogers ST    | 29063 |    |                           |
| 420  | W 4th ST       | 29047 |    |                           |
| <b>W 4th: Rogers to Madison (South side of Street)</b>                       |                |       |    |                           |
| 415  | W 4th St       | 29663 |    |                           |
| 200  | S Madison ST   | 29669 |    |                           |
| 200  | S Madison ST   | 29676 |    |                           |
| 200  | S Madison ST   | 50717 |    |                           |
| 200  | S Madison ST   | 50718 |    |                           |
| 200  | S Madison ST   | 29683 |    |                           |
| 314  | W 4th ST       | 29085 | ** | NE corner Madison and 4th |
| <b>S Madison: 4th to Convention Center Overflow Parking lot</b>              |                |       |    |                           |
| 200  | S Madison ST   | 29697 |    |                           |
| 200  | S Madison ST   | 29702 |    |                           |
| 205  | S Madison ST   | 29706 |    |                           |
| 205  | S Madison ST   | 29712 |    |                           |
| 205  | S Madison ST   | 50715 |    |                           |
| 205  | S Madison ST   | 50716 |    |                           |
| 325  | W 3rd ST       | 50714 |    |                           |
| 341  | S Madison ST   | 30488 |    |                           |
| 341  | S Madison ST   | 30489 |    |                           |
| 341  | S Madison ST   | 50712 |    |                           |
| 341  | S Madison ST   | 50713 |    |                           |
| <b>W Patterson: S Morton to S Rogers (North Side of Street unless noted)</b> |                |       |    |                           |
| 1140   | S Morton ST    | 42504 |    |                           |
| 1140   | S Morton ST    | 42617 |    |                           |
| 1140   | S Morton ST    | 42624 |    |                           |
| 1140   | S Morton ST    | 42630 |    |                           |
| 1140   | S Morton ST    | 42638 |    |                           |
| 1140   | S Morton ST    | 42646 |    |                           |
| 1140   | S Morton ST    | 42655 |    |                           |
| 1140   | S Morton ST    | 42664 |    |                           |
| 1140   | S Morton ST    | 42672 |    |                           |
| 1140   | S Morton ST    | 42774 |    |                           |
| 1140   | S Morton ST    | 42783 |    |                           |
| 1140   | S Morton ST    | 42792 |    |                           |
| 1140   | S Morton ST    | 42793 |    |                           |
| 1140   | S Morton ST    | 42799 |    |                           |
| 1140   | S Morton ST    | 42800 |    |                           |

|   |              |       |    |                                |
|---|--------------|-------|----|--------------------------------|
| 1140  | S Morton ST  | 42807 |    |                                |
| 1130  | S Madison ST | 42496 |    |                                |
| 1130  | S Madison ST | 42782 |    |                                |
| 1133  | S Rogers ST  | 42472 |    |                                |
| 1133  | S Rogers ST  | 42481 |    |                                |
| 1133  | S Rogers ST  | 42488 |    |                                |
| 1133  | S Rogers ST  | 42773 |    |                                |
| 1134  | S Rogers ST  | 42388 | ** | NW Corner Rogers and Patterson |
| 1134  | S Rogers ST  | 42408 | ** | NW Corner Rogers and Patterson |
| 1134  | S Rogers ST  | 42755 | ** | NW Corner Rogers and Patterson |
| <b>S Rogers: Patterson to Switchyard Park</b> |              |       |    |                                |
| 1200  | S Rogers ST  | 42490 |    |                                |
| 1200  | S Rogers ST  | 42471 |    |                                |
| 1200  | S Rogers ST  | 42477 |    |                                |
| 1200  | S Rogers ST  | 42438 |    |                                |
| 1200  | S Rogers ST  | 42449 |    |                                |
| 1200  | S Rogers ST  | 42460 |    |                                |
| 1200  | S Rogers ST  | 42401 |    |                                |
| 1200  | S Rogers ST  | 42410 |    |                                |
| 1200  | S Rogers ST  | 42420 |    |                                |
| 1320  | S Rogers ST  | 42370 |    |                                |
| 1320  | S Rogers ST  | 42379 |    |                                |
| 1320  | S Rogers ST  | 42390 |    |                                |
| 1320  | S Rogers ST  | 42347 |    |                                |
| 1320  | S Rogers ST  | 42352 |    |                                |
| 1320  | S Rogers ST  | 42362 |    |                                |
| 1320  | S Rogers ST  | 42314 |    |                                |
| 1320  | S Rogers ST  | 42327 |    |                                |
| 1320  | S Rogers ST  | 42337 |    |                                |
| 1320  | S Rogers ST  | 42290 |    |                                |
| 1320  | S Rogers ST  | 42296 |    |                                |
| 1320  | S Rogers ST  | 42307 |    |                                |
| 1320  | S Rogers ST  | 42428 |    |                                |
| 1320  | S Rogers ST  | 42281 |    |                                |
| 1417  | S Rogers ST  | 42204 | ** | Median Tree                    |
| 1417  | S Rogers ST  | 42211 | ** | Median Tree                    |
| 1504  | S Rogers ST  | 42239 |    |                                |
| 1504  | S Rogers ST  | 42248 |    |                                |
| 1504  | S Rogers ST  | 42257 |    |                                |
| 1504  | S Rogers ST  | 42264 |    |                                |
| 1504  | S Rogers ST  | 42272 |    |                                |

|      |             |       |  |  |
|------|-------------|-------|--|--|
| 1504 | S Rogers ST | 50708 |  |  |
| 1504 | S Rogers ST | 50709 |  |  |
| 1504 | S Rogers ST | 50710 |  |  |
| 1601 | S Rogers ST | 41506 |  |  |
| 1601 | S Rogers ST | 41510 |  |  |
| 1601 | S Rogers ST | 41515 |  |  |
| 1601 | S Rogers ST | 41520 |  |  |
| 1601 | S Rogers ST | 41524 |  |  |
| 1601 | S Rogers ST | 41541 |  |  |
| 1601 | S Rogers ST | 41555 |  |  |
| 1601 | S Rogers ST | 49015 |  |  |
| 1601 | S Rogers ST | 49017 |  |  |
| 1601 | S Rogers ST | 49019 |  |  |
| 1601 | S Rogers ST | 50706 |  |  |
| 1601 | S Rogers ST | 50707 |  |  |

## **EXHIBIT B**

### **“Project Schedule”**

Services for planting will be Spring 2024 (approximately Late March until daily high temperatures exceed 80 degrees Fahrenheit), with any remaining sites to be planted completed Fall 2024 (approximately when daily high temperatures drop back under 80 degrees Fahrenheit until the ground freezes) All planting shall be completed by December 31, 2024.



**EXHIBIT D**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Contractor**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_

**EXHIBIT E**

**AFFIDAVIT THE LIVING WAGE ORDINANCE**

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)

(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”

4. The projected employment needs under the award include the following: [Click here to enter text.](#)

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Commission Number



**C-8** Agenda item

Admin. Approval: TS  
Date: 3/20/24

**TO: Board of Park Commissioners**  
**FROM: Leslie Brinson, Recreation Services General Manager**  
**DATE: March 26, 2024**  
**SUBJECT: UPDATES TO SIX POLICIES FROM THE PARKS AND RECREATION POLICY MANUAL**

### **Recommendation**

Staff recommends the approval of the updated made to policies 1070, 7140, 9050, 11080, 11120, and 13030. The Parks and Recreation Department maintains a Policy Manual that guides the procedures and processes for the Department.

### **Background**

Policy 1070- History has been updated to include Tim Street at the Parks and Recreation Department Director and Kerry Thomson as the City of Bloomington Mayor.

Policy 7140- Cash Handling Procedure/ Deposits has been updated to include Switchyard Park as a location that collects cash.

Policy 9050- Procedure for Scholarships has been updated to reflect the new procedures and criteria for those applying for a program scholarship. Changes include the proof of income requirements, the percentage of payment requirement and the limit per child per calendar year. These updates were discussed and approved by the Parks Foundation.

Policy 11080- Behavior Guidelines has been updated to reflect the guidelines used to determine sanctions for major violations. This update provided consistency between our park suspension policy and this behavior policy to reflect a max suspension of one year.

Policy 11120- Kid City Payment Plan has been discontinued as there is no longer a payment plan option.

Policy 13040- Parks and Facility Access/ Scheduling has been updated to reflect that MCCSC no longer has a priority level designation when scheduling access to parks and facilities.

**RESPECTFULLY SUBMITTED,**



**Leslie Brinson, Recreation Services General Manager**

*January 2024*



# CITY OF BLOOMINGTON

Parks and Recreation

## General Policies History of Department: 1070

Date: March 27, 1998

Updated: Jan., 2020, October 26, 2021

Updated: ~~October 26, 2021~~ February 27, 2024

**POLICY RE:           The History of the Bloomington/Monroe County Parks and Recreation Department**

The Department of Parks and Recreation held its first meeting on June 26, 1952. Prior to that date, Bloomington’s park and recreation needs were administered separately by the City Park Board and the Department of Recreation.

The City Park Board, responsible for the acquisition, development, and maintenance of city park lands, held its first meeting on December 7, 1921. The original Park Board consisted of the following officers:

Mr. Eugene Bender, President  
Mr. Albert Hoadley, Vice-President  
Mrs. Alice Cosler, Secretary

The Department of Recreation was formed in 1946. It was originally governed by the City Recreation Council, which consisted of the School Board, the Park Board, the Recreation Commission and seven (7) members-at-large. In 1948 the governing body was changed and the Department was sponsored by the Board of Education, and the Board of Recreation.

### BLOOMINGTON PARKS AND RECREATION DEPARTMENT *HISTORY OF LEADERSHIP*

#### Administrators

Jerry T. Femal

Bill R. Wilson

L. Franklin Ragan

Norman C. Merrifield

Steven A. Wolter

Thomas (Mick) Renneisen

Paula McDevitt

Tim Street

#### Term

1946-1970

1970-May, 1981

September 1981-July 1991

July 1991- January 1995

April 1995-June 1996

June 1996 – December 2015

January 2016 – ~~2023~~Present

January 2024- Present

#### Mayors

#### Term

Loba “Jack” Bruner

1939-47



# CITY OF BLOOMINGTON

Parks and Recreation

## General Policies History of Department: 1070

Date: March 27, 1998

Updated: Jan., 2020, October 26, 2021

Updated: ~~October 26, 2021~~ February 27, 2024

|                      |   |
|----------------------|---|
| Tom Lemon            | 1948-52                                 |
| Emmett Kelly         | 1952-56                                 |
| Tom Lemon            | 1956-62                                 |
| Mary Alice Dunlap    | 1962-64                                 |
| Jack Hooker          | 1964-71                                 |
| Frank McCloskey      | 1972-82                                 |
| Tomilea Allison      | 1983-95                                 |
| John Fernandez       | 1996-2003                               |
| Mark Kruzan          | 2004 – 2015                             |
| John Hamilton        | 2016 – <u>2023</u>                      |
| <u>Kerry Thomson</u> | <u>2024- Present</u> <del>Present</del> |

### Park Board Presidents

### Term

|                           |                                  |
|---------------------------|----------------------------------|
| Marion Rogers             | 1946-1948                        |
| Eugene Bender             | 1948-1950                        |
| Ralph Mills               | 1950 - ?                         |
| Lloyd Olcott              | 1970-1976                        |
| Jay Ellis                 | 1977                             |
| Les Coyne                 | 1978, 1981, 1987-2005, 2014-2017 |
| Edna Ballinger            | 1979, 1982                       |
| Richard Zabriski          | 1980, 1983-1986                  |
| Mary Catherine Carmichael | 2006 – 2007                      |
| John Carter               | 2008 – 2013                      |
| Kathleen Mills            | 2018 – Present                   |

### Park Board Members

### Term

|                       |                      |
|-----------------------|----------------------|
| Albert Hoadley        | 1921-?               |
| Mary H. Beck          | 1921-1927            |
| J. M. Cravens         | 1921-1928            |
| Edwin Fletcher        | 1921-1928            |
| Fred J. Prow          | 1923-1934            |
| Allan Wylie           | 1921-1931            |
| Fred Seward           | 1927-1929            |
| William Adams         | 1928-1946            |
| <del>U.S. Hanna</del> | <del>1929-1937</del> |



# CITY OF BLOOMINGTON

Parks and Recreation

## General Policies History of Department: 1070

Date: March 27, 1998

Updated: Jan., 2020, October 26, 2021

Updated: ~~October 26, 2021~~ February 27, 2024

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|                   |             |
|-------------------|-------------|
| A.O. Henry        | 1931-1939   |
| M.R. Currie       | 1933-1941   |
| J.A. Wells        | 1934-1937   |
| Mrs. Hare         | 1937-1941   |
| Frank Gentry      | 1939-1943   |
| Cecile L. Waldron | 1941-1943   |
| Fay Hancock       | 1941-1943   |
| Irvin Thrasher    | 1943-@1947  |
| Roger Black       | @1943-@1947 |
| Marion Rogers     | @1943-@1947 |
| Erwin Alexander   | 1946-@1948  |
| James Goodman     | @1949-?     |
| Bennett Henry     | @1948-?     |
| Carl Stewart      | @1948-?     |
| Eugene Bender     | 1947-?      |
| Jack Hooker       | 1956        |
| Lloyd Olcott      | 1970-1976   |
| Tim Ellis         | 1970        |
| John Ingram       | 1970-1972   |
| Reggie Ford       | 1970-1972   |
| C.H. East         | 1970-1975   |
| Doug Halton       | 1971-1972   |
| Beverly Cairns    | 1971-1974   |
| Delma Packard     | 1971-1976   |
| John Tinder       | 1972-1973   |
| Jay Ellis         | 1973-?      |
| Mary Alice Dunlap | 1975-1976   |
| Lola Debro        | 1975-1980   |
| Les Coyne         | 1976-2020   |
| Edna Ballinger    | 1976-1989   |
| Ernest Horn       | 1976-1986   |
| Richard Zabriski  | 1980-1994   |
| Larry Isom        | 1981-1985   |
| Dr. Cornell       | 1982-1985   |
| B.A. Kuntz        | 1985-1987   |
| Dr. Brad Bomba    | 1986-1987   |
| Johnson           | 1987-1989   |

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# CITY OF BLOOMINGTON

Parks and Recreation

## General Policies History of Department: 1070

Date: March 27, 1998

Updated: Jan., 2020, October 26, 2021

Updated: ~~October 26, 2021~~ February 27, 2024

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|                           |               |
|---------------------------|---------------|
| Bill Finch                | 1989-1992     |
| Grier Werner              | 1989-1998     |
| Viola Taliaferro          | 1992-1997     |
| Joe Hoffmann              | 1993-2020     |
| Jim Murphy                | 1997-1999     |
| Mary Catherine Carmichael | 1997-2007     |
| John Carter               | 2000-2016     |
| Jane St. John             | 2008-2016     |
| Kathleen Mills            | 2016-Present  |
| Darcie Fawcett            | 2016-2018     |
| Lisa Simmons Thatcher     | 2018-2019†    |
| Israel Herrera            | 2020- Present |
| Ellen Rodkey              | 2020- Present |
| Jim Whitlatch             | 2021-Present  |



# CITY OF BLOOMINGTON

Parks and Recreation

## Financial Policies

### Cash Handling Procedure/ Deposits: 7140

Date: October 27, 2009

Updated: December 8, 2020, February 27, 2024

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#### **POLICY RE:           Cash Handling Procedure/Deposits**

Cash is collected at the following Parks and Recreation sites:

- Griffy Lake
- Rose Hill/White Oak Cemetery Office
- Administration Office
- Banneker Community Center
- Allison Jukebox Community Center
- Frank Southern Ice Arena
- Bryan Park Pool
- Mills Pool
- Cascades Golf Course
- Switchyard Park
- Twin Lakes Concessions
- Twin Lakes Recreation Center

A record is kept of all cash transactions at each of these sites. Triplicate receipt books approved by the Indiana State Board of Accounts are maintained where computer databases are not available, and indicate receipt of cash, checks and credit cards. All cash and checks are deposited at the City's designated public funds depository by courier services provided by the public funds depository within one business day of receipt. No City of Bloomington employee is permitted to carry deposits of any kind, as imposed by City policy established in May 2004.

Courier Services procedures are as follows:

Courier procedures list (copy follows), bag pickup log (copy follows), and deposit slips and bags (copies of deposit slip follows) are distributed by the Management Staff to everyone who will be using the courier service. Courier Service pick-up details will be distributed to employees during staff training sessions.

An on-call relationship with the Bloomington Police Department (BPD) has been established where cash is collected at events that occur late at night and/or on weekends when the Courier Service is unable to pick up the deposit(s). BPD will pick up the staff member and escort them to the night depository at the bank.

Credit card transactions are taken to a centralized location at the Administration Office where they are reconciled daily in one transaction.

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# CITY OF BLOOMINGTON

Parks and Recreation

## Financial Policies

### Cash Handling Procedure/ Deposits: 7140

Date: October 27, 2009

Updated: December 8, 2020, February 27, 2024

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Copies of all cash, check and credit card transactions, along with accompanying documentation, are maintained in the Administration Offices.



# CITY OF BLOOMINGTON

Parks and Recreation

## Foundation Policies Procedures for Scholarships: 9050

Date: April, 1997

Updated: July 1, 2003

Reviewed: October, 2020

Updated: February 27, 2024

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### **POLICY RE:           Criteria and Procedures for Scholarships**

Scholarship applicants must:

1. Obtain and complete an application form.
2. Provide proof of income or proof from MCCSC or RBBSC Free or Reduced Lunch program for current school year and proof of Monroe County residency and proof of in-city residency.
3. Be willing to pay 15% of the program fee. a portion of the fee (approximately 25-45%) on a case-by-case basis.

Scholarship processes:

1. Scholarship applications will be reviewed and processed by a Customer Relation Representative, the Office Manager.
2. The Scholarship Committee will review the scholarships awarded on an ongoing basis.
3. Most scholarship awards are 85% 55% 75% of the program fee.
4. Scholarships are limited to \$500 250 per child in a calendar year.





# CITY OF BLOOMINGTON

Parks and Recreation

## Program Policies Behavior Guidelines: 11080

Date: October 27, 2009

Updated: October, 20, 2020

Updated: February 27, 2024

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### **POLICY RE: Behavior Guidelines**

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

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

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

### **Rules of Conduct**

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



# CITY OF BLOOMINGTON

Parks and Recreation

## Program Policies Behavior Guidelines: 11080

**Date: October 27, 2009**

**Updated: October, 20, 2020**

**Updated: February 27, 2024**

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

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

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

Parks and Recreation

## Program Policies Behavior Guidelines: 11080

**Date: October 27, 2009**

**Updated: October, 20, 2020**

**Updated: February 27, 2024**

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

### Disruptive Behavior

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

1. The first contact with a participant should be a request to cease a specific behavior. If the participant does not cease the behavior, the staff member will repeat the request and give a verbal warning that if the behavior does not cease or is repeated, the participant will be evicted from the property for the remainder of the day. If the patron continues or resumes the
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# CITY OF BLOOMINGTON

Parks and Recreation

## Program Policies Behavior Guidelines: 11080

Date: October 27, 2009  
Updated: October, 20, 2020  
Updated: February 27, 2024

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disruptive behavior, the staff member will tell the participant to leave the property for the remainder of the day. Whenever possible, two staff members should be present when a participant is told to leave the property. Note: Structured programs and services, ie. Day camps have separate and distinct disruptive behavior policies.

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

### Sanctioning Guidelines

#### Major Violations

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

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

- suspension** Minor aged participants (17 yrs and under): 6 months ~~0 yrs~~ to 1 year ~~life~~
- suspension** Adult aged participants (18 yrs and over): 6 months ~~1 yrs~~ to 1 year ~~life~~

#### Minor Violations



# CITY OF BLOOMINGTON

Parks and Recreation

## Program Policies Behavior Guidelines: 11080

**Date: October 27, 2009**

**Updated: October, 20, 2020**

**Updated: February 27, 2024**

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

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

|   |                              |
|---|------------------------------|
| Minor aged participants (17 yrs & under): | 0 days to 1 month suspension |
| Adult aged participants (18 yrs & over):  | 1 day to 3 months suspension |

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

### Conduct Response Policy

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

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

Parks and Recreation

## Program Policies Behavior Guidelines: 11080

**Date: October 27, 2009**

**Updated: October, 20, 2020**

**Updated: February 27, 2024**

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take statements from the participant, Bloomington Park and Recreation Department staff, witnesses, and other interested persons. The board (or advisory council) may uphold, repeal, or modify the sanction imposed by the department. The board may, at its election, choose to review any matter heard on appeal by an advisory council.

### Parental Responsibility Statement

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

### Dropped-Off Children

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

### Protocol for Violation of Tobacco Use Policy in Parks/Facilities

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



**CITY OF BLOOMINGTON**  
Parks and Recreation

**Program Policies**  
**Kid City Payment Plan: 11120**

**Date: February 17, 2003**  
**Reviewed: October 20, 2020**  
**Deleted: February 27, 2024**

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**Policy is no longer accurate and no longer offered.**

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**POLICY RE: Kid City Payment Plan Policy**

**Payment Plan**

The Kid City Payment Plan was created to help families who have signed up for department camps, and encountered an emergency situation such as a loss of a job, or grant funding. The payment plan should not be used for general payments. All final decisions regarding this option will be made by the City of Bloomington Parks and Recreation staff.

**Guidelines**

- Payments are to be made in monthly installments at the first of each month.
- Balance must be paid in full within twelve months.
- Late payments will be recorded. A late payment shall be defined as a payment received fifteen days after the agreed upon due date.
- If the customer is late on more than three payments, the payment plan will immediately be cancelled and the amount will be due in full by the next payment due date. The customer will be notified by letter of plan cancellation if this should occur.
- If the payment plan is cancelled and the balance is not paid by the next payment due date, the balance will be referred to the City of Bloomington Legal Department for further action, which may include settlement through Small Claims Court.
- If the entire balance of the payment plan is not paid within the amount of time agreed upon between the customer and the attending staff, the balance will be referred to the City of Bloomington Legal Department for further action, which may include settlement through Small Claims Court.



# CITY OF BLOOMINGTON

Parks and Recreation

## Program Policies Kid City Payment Plan: 11120

**Date:** February 17, 2003  
**Reviewed:** October 20, 2020  
**Deleted:** **February 27, 2024**

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**CITY OF BLOOMINGTON**  
Parks and Recreation

**Parks & Facilities**  
**Parks and Facility Access/ Scheduling: 13040**

**Date: October 27, 2009**

**Created: April, 1998**

**Updated: October, 20, 2020, February 27, 2024**

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**POLICY RE: Park and Facility Access /Scheduling**

Bloomington Parks and Recreation Department's facilities and parks provide citizens with the unique opportunity to experience the benefits of recreation and leisure pursuits. These benefits are integral to the health, vitality and quality of life of our community.

These public facilities and parks are available to citizens without regard to race, religion, color, sex, sexual orientation, national origin, ancestry, disability or any other legally protected classification. Any individual with a disability who needs a reasonable accommodation in order to use these facilities and parks is asked to contact the Bloomington Parks and Recreation Department, 349-3700, or e-mail at [parks@bloomington.in.gov](mailto:parks@bloomington.in.gov)

Some facilities and parks may be in high demand by the public and, therefore, may require advanced scheduling or reservation. All attempts will be made to fairly and equitably distribute time at high demand facilities and parks. In the event that advance scheduling is required the following priority system will be utilized:

- 1st Priority - Bloomington Parks and Recreation Department
- 2nd Priority- City of Bloomington Departments
- ~~3rd Priority - Bloomington Parks and Recreation affiliates/ MCCSC~~
- 4th Priority - Private use

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# STAFF REPORT

**D-1** Agenda item

Admin. Approval: TS  
Date: 3/18/24

**TO:** Board of Park Commissioners  
**FROM:** Rebecca Swift, Natural Resources Coordinator  
**DATE:** March 26, 2024  
**SUBJECT:** ENVIRONMENTAL RESOURCES ADVISORY COUNCIL 2023 ANNUAL REPORT

## Background

Each year, a representative from the Environmental Resources Advisory Council (ERAC) presents an annual report to summarize the topics and initiatives discussed by the council. ERAC acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) voting members and one (1) ex-officio member. ERAC meets in-person every other month at different parks and facilities. Anyone wishing to join can access the meeting details on the public calendar available on the City's OnBoard website. ERAC's recently re-elected Chair, Denise Gardiner, will present the annual report.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script, appearing to read "Rebecca Swift", written over a horizontal line.

Rebecca Swift, Natural Resources Coordinator

**D-2** Agenda item

Admin. Approval: TS  
Date: 3/13/24

**TO:** Board of Park Commissioners  
**FROM:** Daren Eads, Sports Facility Coordinator  
**DATE:** March 26, 2024  
**SUBJECT:** REPORT ON TURF INSTALLATION PROJECT AT THE TWIN LAKES RECREATION CENTER

### Recommendation

This report is informational only.

### Background

This presentation includes several pictures of before, during and after the installation of the new synthetic turf at the Twin Lakes Recreation Center. The project was completed on Sunday, January 7, 2024.

**RESPECTFULLY SUBMITTED,**



**Daren Eads, Sports Facility Coordinator**