



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, June 25, 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 Regular Meeting May 21, 2024 and Work Session June 4, 2024	
A-2	Approval of Claims Submitted May 21, 2024 through June 24, 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 and Vehicle Retirement	
A-7	Approval of Contract with Marshall Security for 4 th of July Parade	Bill Ream
A-8	Approval of Contract with Stanley Stemmer for TLRC	Daren Eads

B. PUBLIC HEARINGS/APPEARANCES

B-1	Bravo Award – Rob Cronk	Emily Buuck
B-2	Staff Introduction – Alec Curry	Alec Curry

C. OTHER BUSINESS

C-1	Approval of Addendum with Reed & Sons for Bicentennial Gateway Change Orders	Tim Street
C-2	Approval of Contract with Reed & Sons for Bicentennial Gateway Limestone Wall	Tim Street
C-3	Approval of Contract with bo-mar industries for Bicentennial Gateway Lettering	Tim Street
C-4	Approval of Partnership Agreement for BugFest 2024	Rebecca Swift
C-5	Approval of Contract with All Pro Integrated Systems for Switchyard Pavilion Screen	Hsiung Marler
C-6	Approval of Partnership Agreement with Visit Bloomington	Leslie Brinson
C-7	Approval of Contract with Cassady Electric for Winslow Tennis Light LED Replacement	Satoshi Kido
C-8	Approval of Fee Waiver for Park Foundation Golf Tournament	Satoshi Kido
C-9	Approval of Contract with E&B Paving for RCA Park Shelter Concrete Work	Tim Street
C-10	Approval of Contract with Bledsoe, Riggert, Cooper & James for Switchyard parcel work	Tim Street
C-11	Approval of Contract with Mader Design for Building Trades Phase I Improvements Design	Tim Street
C-12	Acceptance of Easement for Power Line Trail	Tim Street

D. REPORTS

D-1	Stay Cool Bloomington Pool Days Report	Julie Ramey
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E. PUBLIC COMMENT

ADJOURNMENT

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

The meeting may accessed virtually at the following link:

<https://bloomington.zoom.us/j/85453402809?pwd=UfzA4N3wHVESheeyneboLtaIBxNdhD.1>

Meeting ID: 854 5340 2809

Passcode: 451947

Dial by your location

Find your local number: <https://bloomington.zoom.us/j/kmYXk04KP>



A-1 May 21, 2024

Minutes

City of Bloomington Board of Park Commissioners

Regular Meeting: Tuesday, May 21, 2024 4:00 – 5:30 p.m.

Council Chambers, 401 N Morton St, Bloomington, IN

Zoom

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 4:04 pm

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

A. CONSENT CALENDAR

A-1	Approval of Minutes of April 23, 2024
A-2	Approval of Claims Submitted April 23, 2024 through May 20, 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 Sunset Hill Fence Company for Fence Repairs
A-8	Approval of Contract with Commercial Service for preventive maintenance at Banneker Center and Allison-Jukebox Building
A-9	Approval of Partnership Agreement with Monroe County Fairgrounds for events
A-10	Approval of Partnership Agreement with Monroe County History Center for Rose Hill Cemetery events
A-11	Approval of Contract with Professional Golf Carts for Fourth of July Parade rental
A-12	Approval of Agreement with Indiana University for All Kids Swim
A-13	Approval of Partnership Agreement with Summer Starr Foundation for Griffy Lake Nature Days
<i>Ellen Rodkey made a motion to approve the Consent Calendar. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.</i>	

B. PUBLIC HEARINGS/APPEARANCES

B-1	<p>Bravo Award – Emily Buuck, Community Relations Coordinator presented Amy and John Zubay with the May Bravo Award. Amy and John had been caring for a large, city-owned sycamore tree for the past several years. Their efforts to care for the tree would be beneficial to the city and its residents for decades to come. Staff greatly appreciated their commitment to helping preserve urban forests.</p> <p>Haskell Smith, Urban Forestry appreciated them maintaining the 65" diameter, American Sycamore. One of the largest owned city tree, a staple of the community.</p> <p><u>Board Comments:</u> <i>Jim Whitlatch inquired:</i> if Parks planted any sycamore trees. <i>Haskell Smith responded:</i> in limited supply. Not often, due to size which could cause issues.</p>
B-2	Parks Partner Award - None

C. OTHER BUSINESS

C-1	<p>Approval of Resolution 24-004 (Golf Cart lease purchasing authority). Satoshi Kido, Sports Division Director presented Resolution 24-004. The master lease agreement and financing had been approved at the March Park Board meeting. Staff recommended approval of Resolution 24-004, to update authority to enter into the master lease agreement with First Financial Equipment Finance LLC.</p> <p><u>Board Comments:</u> <i>Kathleen Mills inquired:</i> what changes had been made to language in original agreement. <i>Tim Street, Director responded:</i> The finance company had requested all four Park Board Members signatures be on the resolution.</p> <p><i>Ellen Rodkey made a motion to adopt the updated Resolution 24-004 with First Financial Equipment Finance LLC. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.</i></p>
C-2	<p>Approval of Partnership with Downtown Bloomington, Inc. for Fourth of July Parade. Bill Ream, Community Events Coordinator presented the contract. Staff wished to partner with Downtown Bloomington in order to provide the community with a Fourth of July Parade. There would be a 50/50 split of revenue from parade entry fees after expenses were met. Parks would provide logistics, Downtown Bloomington would provide judges, review stand and announcers. Staff recommended approval of the contract with Downtown Bloomington.</p>

	<p><u>Board Comments:</u> <i>Kathleen Mills inquired:</i> on the number of entries received. <i>Bill Ream responded:</i> estimated between fifty and sixty entries.</p> <p><i>Ellen Rodkey made</i> a motion to approve the partnership with Downtown Bloomington, Inc. <i>Jim Whittlatch seconded</i> the motion. Vote taken: motion unanimously carried 4-0.</p>
C-3	<p>Approval of Contract with Southside Rental for Fourth of July Parade. Bill Ream, Community Events Coordinator presented the contract. Staff wished to provide the community with a Fourth of July Parade, and a Holiday Market. To help make the events enjoyable and successful, the rental of tents, stages, tables and chairs would be needed. Staff recommended approval of the contract with Southside Rental in amount not to exceed \$5,600. Funding would be from Community Events General Fund.</p> <p><i>Ellen Rodkey made</i> a motion to approve the contract with Southside Rental. <i>Jim Whittlatch seconded</i> the motion. Vote taken: motion unanimously carried 4-0.</p>
C-4	<p>Approval of Appointments to the Farmer's Market Advisory Committee. Clarence Boone presented appointment requests. Staff recommended reappointing Karen Saint Rain – Farm Vendor, Kip Schlegel – Farm Vendor, Rebeca Vadas – Farm Vendor, Tracy Bruce – Food and Beverage Artisan, Andy Manansala – Food and Beverage Artisan, and Michael Gleeson – Customer Representative to the Farmers' Market Advisory Council. Staff recommended appointing Edward Roberson and Patricia Sigman to the Farmers' Market Advisory Council.</p> <p>Board Comments: <i>Israel Herrera inquired:</i> how many Food and Beverage Artisan representatives were on the committee. <i>Leslie Brinson responded:</i> Of the eleven members, four farmers, two food and beverage and five customer representatives.</p> <p><i>Ellen Rodkey made</i> a motion to approve the reappointment of the six members, and appointments of the two new members. <i>Jim Whittlatch seconded</i> the motion. Vote taken: motion unanimously carried 4-0.</p>
C-5	<p>Approval of Partnership Agreement with IU Health for facilitated public health programs. Shelby Drake, Health and Wellness Coordinator. In order to promote social, physical, emotional, mental, and environmental health, staff recommended approval of the new renewed partnership with Indiana University Health Bloomington. The partnership would focus on adolescent and adult community health programming initiatives. No funds would be exchanged. Due to staffing the partnership had not been in effect since 2021.</p> <p>Board Comments: <i>Kathleen Mills inquired:</i> if there would be a different focus. <i>Shelby Drake responded:</i> The Strategic Action goals would be done separately, so the partnership looked different. Both IU and Parks would work on the same types of programs. IU would provide the clinical instruction, Parks would provide facilities and people.</p> <p><i>Ellen Rodkey made</i> a motion to approve the partnership with IU Health. <i>Jim Whittlatch seconded</i> the motion. Vote taken: motion unanimously carried 4-0.</p>
C-6	<p>Presentation of 2023 Deer Browse Report and Approval of Contract with White Buffalo, Inc. for 2024 Griffy Lake Deer Hunt. Steve Cotter, Natural Resource Manager presented the contract. To allow the understory forest vegetation to recover from deer browsing, staff wished to continue to manage the deer herd at Griffy Lake Nature Preserve. White Buffalo would provide, but not limited to, assistance in the recruitment and proficiency screening of hunters/applicants, supervise scheduled hunting activities, and select general hunting locations within GLNP, facilitate the removal of harvested deer, and generate a report detailing the results of the hunt. Thirty-three deer were removed in 2023, since program began a total of 254 deer had been removed from the preserve. Staff recommended approval of the contract with White Buffalo in an amount not to exceed, \$24,548. Funding source would be Landscaping Non-Reverting Fund.</p> <p><u>Board Comments:</u> <i>Kathleen Mills commented:</i> the deer population remained heavy. <i>Steve Cotter responded:</i> yes. To get the plant population healthy, the deer number needed to be down to between five and ten per square mile. Griffy Lake Nature Preserve measured two square mile. There were more deer than the eco system could support. <i>Ellen Rodkey inquired:</i> if the deer population had been counted at Griffy. <i>Steve Cotter responded</i> no. It had been discussed extensively before staff embarked on deer management. It would have been an expensive endeavor and not very accurate. It was unknown if there were a set number of deer feeding at Griffy, or if was a higher number that came and went. The main focus would be on the health of the plants, so plant height and reproductive ability were monitored. <i>Ellen Rodkey inquired:</i> if the Deer Task Force was still active, and if Parks worked with other city departments on the issue. <i>Steve Cotter responded:</i> No. The committee had been formed, made recommendations and then termed. Parks only manages deer within Griffy. <i>Jim Whittlatch inquired:</i> if fees had increased. <i>Steve Cotter responded:</i> the fees had decreased, previously the program had ran for three weekends, and now it would run only two. <i>Israel Herrera inquired:</i> how many hunters participated, if they were screened, and were local. <i>Steve Cotter responded:</i> between twenty and twenty-five hunters. All hunters went through a proficiency screening through White Buffalo. Many hunters returned the following year. Most hunters lived in the area, and an Indiana hunting licenses was required for all hunters. <i>Jim Whittlatch recommended:</i> having the liability insurance reviewed to determine if the amount of coverage should be</p>

	<p>increased. <i>Ellen Rodkey inquired:</i> on the time of the hunt. <i>Steve Cotter responded:</i> there were better results if the hunt was held at the beginning of the deer hunt season.</p> <p>Kevin Tugesvick, Senior Ecologist Eco Logic LLC, presented the 2023 Deer Browse Report.</p> <ul style="list-style-type: none"> • There had been promising recoveries in metric between 2019 and 2021 • No changes to woody sampling height since 2021 • No changes to woody sapling root collar diameter since 2021 • Woody plant growth had also been affected by dry soils from summer flash droughts independent of deer browse • Jack in the Pulpit height had been level since 2021 • Solomon's Seal height, slightly fell since 2021 • All metrics had stagnated since 2021 • Increase in efficacy of the cull may be necessary for resumption of improvements • Browse had moderated since culls began, but remains locally heavy • Browse was heaviest in Griffy Creek valley upstream from reservoir, in areas where invasive plants provided winter browse • Deer both benefited and spread invasive species • Both issues needed to be addressed to prevent further degradation of the park <p><i>Ellen Rodkey made</i> a motion to approve the contract with White Buffalo. <i>Jim Whitlatch seconded</i> the motion. Vote taken: motion unanimously carried 4-0.</p>
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D. REPORTS

D-1	<p>Building Trades Park Master Plan Presentation. Tim Street, Director presented the report for the future development of Buildings Trades Park.</p> <ul style="list-style-type: none"> • In 1949, the former stone quarry had been transformed to a community park. • Mader Design began working on the master plan in 2023. • Two different public input meetings had been held. • Feedback had been collected from more than 200 individuals. • The master plan would not be a construction document, but would be used to make cohesive decisions about construction of the park. • Due to park's history accessibility would be a challenge • Aging infrastructure would need to be addressed. • American Rescue Plan Act (ARPA) funds had been allocated to accessibility issues. • Other concepts considered were pickleball courts, native planting, skate spot, and public art.
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E. PUBLIC COMMENT

Kathleen Mills opened the floor to public comments.

The Board received comments regarding concerns of the sports courts in the Building Trades Park. The concerns included: need to have the courts surfaces repaired and improved, and to have as many multi use spaces as possible.

Tim Street, Director commented: new tag line had been created – Explore, Play, Connect. The Board of Park Commissioners would hold a work session on June 4th and the next regular scheduled meeting would be held on June 25th.

ADJOURNMENT

Meeting was adjourned at 5:05 pm

Respectfully Submitted,



Kim Clapp,

Secretary Board of Park Commissioners



A-1 June 25, 2024

Minutes

City of Bloomington Board of Park Commissioners

Work Session: Tuesday, June 4, 2024 4:00 – 6:30 p.m.

City Hall, Allison Conference Room, 401 N Morton St, Bloomington, IN

Zoom

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 4:04 pm

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

A. OTHER BUSINESS

A-1	<p>Parks Reports</p> <p>Items discussed:</p> <ul style="list-style-type: none"> Changes to Administration, Department Heads, Parks Staffing, and the Operations Director position remained open. Continuation of City wide salary and compensation study Budget – Different process for creating 2025 Budget. Council looking at possible Outcomes Based Budgeting. 2023 Parks ended with slight deficit. Department working on internal efficiencies and process improvements Successful Solar Eclipse Event – many visitors from out of town, and out of state Parks Actions Teams 50th Anniversary to Farmers' Market 2024 last year for American Rescue Plan Act funds, number of accessibility projects planned Progress of Hopewell Commons, possible open fall of 2024, cost implications, staffing and development of surrounding area. Development of new Five Year Master Plan for 2026-2030. Would be included in the 2025 Budget. Community surveys, outreach focus groups will be used to help determine the path moving forward. Climate change goals – have purchased with battery mowers and battery powered equipment Redesign of the Gateway Project – project would be launching in near future Duke Power Line Trail – moving forward, easement had been approved by Monroe County Commissioners. Bryan Park Playground almost completed – had been designed with a balance between challenge, accessibility, and access in mind. Ribbon cutting scheduled for June 28, 2024 Condition of aging facilities and cost of repairs: Bryan Park 1957, Mills Pool 1060, and Frank Southern Ice Arena 1960.
A-2	<p>Strategic Goals for 2024</p> <p>Items discussed:</p> <ul style="list-style-type: none"> Strategic Goals for 2024 had been presented at the April Park Board meeting. Goals were set for calendar year – January – December The Master Plan had four main goals, sub goals were developed from those four main goals. Strategic Action plan fluid document, and updated as needed
A-3	<p>Cost Recovery Report & Discussion</p> <p>Items discussed:</p> <ul style="list-style-type: none"> Used when developing and reviewing programs Used for budget purposes Reviewed cost pyramid Reviewed cost recovery statistics for last five years To close gap, did revenue need to be increased Used to determine program life cycle
A-4	<p>Partnership and Behavior Guidelines Policies #11070, #11080, #11130, #13030</p> <p>Items discussed:</p> <ul style="list-style-type: none"> Partnerships needed to be reviewed, to determine if partnership or contract should be used.

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

	<ul style="list-style-type: none"> Partnerships should be reciprocal. Purpose of Partnership was to avoid duplications of services and to help with resources.
A-5	Encampments & Security Items discussed: <ul style="list-style-type: none"> Camps on parks property Camps on private property adjacent to parks property Reviewed number of needles found in parks Using compassion and appropriate resources when dealing with encampments Camps to be cleared when there were criminal activity and safety issues High cost of security – over \$300,000 Park Hours Ambassador program
A-6	2025 Meeting Dates Items discussed: <ul style="list-style-type: none"> Moving Board of Park Commissioners Meetings from fourth Tuesday of the month from 4:00pm to 5:30pm to fourth Thursday of the month from 5:00pm to 6:30pm

B. QUESTIONS AND OTHER ISSUES

B-1	Open Discussion Items discussed: <ul style="list-style-type: none"> Aging facilities Vandalism – opening and closing of restroom in parks
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ADJOURNMENT

Meeting was adjourned at 6:22pm

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/31/2024	Payroll				224,379.24
					<u>224,379.24</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 \$ 224,379.24

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 05/25/24 - 06/07/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54310 - Improvements Other Than Building										
7479 - Sunset Hill Fence Co LLC	109291	18-furnish/install fence- Butler Park Community Garden	Paid by EFT # 59346		05/28/2024	05/28/2024	06/07/2024		06/07/2024	26,650.00
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		\$26,650.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$26,650.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$26,650.00
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals							Invoice Transactions	1		\$26,650.00
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53210 - Telephone										
1079 - AT&T	812349370005-24	18-phone charges 04/20/24-05/19/24-#812 349-3700 107 2	Paid by Check # 78470		05/29/2024	05/29/2024	05/29/2024		05/29/2024	2,247.47
Account 53210 - Telephone Totals							Invoice Transactions	1		\$2,247.47
Program 181000 - Administration Totals							Invoice Transactions	1		\$2,247.47
Program 181100 - Marketing										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	42598	18-Summer 2024 Nature & the Outdoors fliers #100	Paid by EFT # 59173		05/28/2024	05/28/2024	06/07/2024		06/07/2024	76.56
7815 - A&M Graphics (Baugh Fine Print and Mailing)	42630	18-Summer 2024 Kids Kraze #360	Paid by EFT # 59173		05/28/2024	05/28/2024	06/07/2024		06/07/2024	126.00
129 - FedEx Print Service, INC (Printing Only)	021100045899	18-2024 Kid City pickup hours sandwich bd-Acct #0547243307	Paid by EFT # 59237		05/28/2024	05/28/2024	06/07/2024		06/07/2024	22.14
2895 - Rapid Reproductions, INC	116303	18-Market 50th Anniversary & Griffy Lake Trails banners	Paid by EFT # 59316		05/28/2024	05/28/2024	06/07/2024		06/07/2024	49.00
2895 - Rapid Reproductions, INC	116290	18-2024 Peoples Park concert series banner #1	Paid by EFT # 59316		05/28/2024	05/28/2024	06/07/2024		06/07/2024	31.85
Account 53310 - Printing Totals							Invoice Transactions	5		\$305.55
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006388698	18-April 2024 display ads & classifieds	Paid by EFT # 59241		05/28/2024	05/28/2024	06/07/2024		06/07/2024	1,135.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1240539756	18-30-sec spots for 2024 50+ Expo WBWB #18-5/1-5/8	Paid by EFT # 59336		05/28/2024	05/28/2024	06/07/2024		06/07/2024	450.00



Board of Park Commissioners Claim Register

Invoice Date Range 05/25/24 - 06/07/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53320 - Advertising										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1240539765	18-30-sec spots for 2024 50+ Expo WHCC #18-5/1-5/8	Paid by EFT # 59336		05/28/2024	05/28/2024	06/07/2024		06/07/2024	450.00
Account 53320 - Advertising Totals							Invoice Transactions 3			\$2,035.00
Program 181100 - Marketing Totals							Invoice Transactions 8			\$2,340.55
Program 182001 - Aquatics - Bryan Pool										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VLW-J4Y4- KWRP	18-Wasp Spray for Bryan Pool	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	15.49
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1			\$15.49
Account 52340 - Other Repairs and Maintenance										
54255 - Spear Acquatics LLC	326555	18- Bryan Pool Pump Repairs-pump/labor	Paid by EFT # 59340		05/28/2024	05/28/2024	06/07/2024		06/07/2024	12,750.00
54255 - Spear Acquatics LLC	326556	18- Bryan Pool Chlorinators Repairs- precision feeder, kit, labor	Paid by EFT # 59340		05/28/2024	05/28/2024	06/07/2024		06/07/2024	14,316.38
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 2			\$27,066.38
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	18569	18- Aquatics- Shirt Order - 97 shirts	Paid by EFT # 59172		05/28/2024	05/28/2024	06/07/2024		06/07/2024	732.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1			\$732.00
Account 53510 - Electrical Services										
223 - Duke Energy	052924- ParksDuke	18- Electric Charges April/May 2024	Paid by Check # 78473		05/29/2024	05/29/2024	05/29/2024		05/29/2024	349.00
Account 53510 - Electrical Services Totals							Invoice Transactions 1			\$349.00
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 5			\$28,162.87
Program 182002 - Aquatics - Mills Pool										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	18569	18- Aquatics- Shirt Order - 97 shirts	Paid by EFT # 59172		05/28/2024	05/28/2024	06/07/2024		06/07/2024	244.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1			\$244.00
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00664018	18- Mills Pool Backflow Inspection *SA	Paid by EFT # 59274		05/28/2024	05/28/2024	06/07/2024		06/07/2024	226.90
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$226.90
Program 182002 - Aquatics - Mills Pool Totals							Invoice Transactions 2			\$470.90



Board of Park Commissioners Claim Register

Invoice Date Range 05/25/24 - 06/07/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53510 - Electrical Services										
223 - Duke Energy	052924-ParksDuke	18- Electric Charges April/May 2024	Paid by Check # 78473		05/29/2024	05/29/2024	05/29/2024		05/29/2024	477.50
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>477.50</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003405072	18-Landfill FSC 06/01/24-06/30/24-plus overage on 5/14/24	Paid by EFT # 59167		05/29/2024	05/29/2024	05/29/2024		05/29/2024	280.75
Account 53950 - Landfill Totals Invoice Transactions 1										<u>280.75</u>
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00663544	18-Frank Southern Center Backflow inspection *SA	Paid by EFT # 59274		05/28/2024	05/28/2024	06/07/2024		06/07/2024	226.90
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>226.90</u>
Program 183500 - Golf Services Program 182500 - Frank Southern Center Totals Invoice Transactions 3										<u>985.15</u>
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO1177868	18-Cascades Coco Fiber Drag Mat for Sanding Greens	Paid by EFT # 59176		05/28/2024	05/28/2024	06/07/2024		06/07/2024	501.41
3958 - Kenney Machinery LLC	X46938	18 - Cascades Tines for DeepTine machine (25)	Paid by EFT # 59269		05/28/2024	05/28/2024	06/07/2024		06/07/2024	267.50
Account 52220 - Agricultural Supplies Totals Invoice Transactions 2										<u>768.91</u>
Account 52420 - Other Supplies										
3958 - Kenney Machinery LLC	X47173	18 - Cascades Woodruff Key, Fan Belt	Paid by EFT # 59269		05/28/2024	05/28/2024	06/07/2024		06/07/2024	38.53
3958 - Kenney Machinery LLC	X47226	18 - Cascades Steering Valve for Sidewinder Mower	Paid by EFT # 59269		05/28/2024	05/28/2024	06/07/2024		06/07/2024	918.35
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>956.88</u>
Account 53510 - Electrical Services										
223 - Duke Energy	052924-ParkDukeA	18- April/May 2024 electric charges	Paid by Check # 78472		05/29/2024	05/29/2024	05/29/2024		05/29/2024	856.96
223 - Duke Energy	052924-ParksDuke	18- Electric Charges April/May 2024	Paid by Check # 78473		05/29/2024	05/29/2024	05/29/2024		05/29/2024	278.57
Account 53510 - Electrical Services Totals Invoice Transactions 2										<u>1,135.53</u>
Account 53610 - Building Repairs										
138 - Gooldy & Sons, INC	H 8396	18-Cascades Ice Machine Repair and Clean-5/10/24	Paid by EFT # 59245		05/28/2024	05/28/2024	06/07/2024		06/07/2024	201.00
Account 53610 - Building Repairs Totals Invoice Transactions 1										<u>201.00</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003404482	18- Landfill Cascades 06/01/24-06/30/24	Paid by EFT # 59167		05/29/2024	05/29/2024	05/29/2024		05/29/2024	436.25
									Account 53950 - Landfill Totals	Invoice Transactions 1
									Program 183500 - Golf Services Totals	Invoice Transactions 8
										<u>\$436.25</u>
										<u>\$3,498.57</u>
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
365 - Rogers Group, INC	0713015173	18-stone & 1/4 minus for Griffy Lake	Paid by EFT # 59320		05/28/2024	05/28/2024	06/07/2024		06/07/2024	120.50
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1
										<u>\$120.50</u>
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	573593	18-(2) 14" chain saw chain Makita	Paid by EFT # 59192		05/28/2024	05/28/2024	06/07/2024		06/07/2024	39.98
									Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1
										<u>\$39.98</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YMM-QTGF-6FQW	18-Stainless Steel Spoon, Preservative for Natural Dye Program	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	117.42
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	0S0302037274	18-water for Griffy- 5/16/24	Paid by EFT # 59195		05/28/2024	05/28/2024	06/07/2024		06/07/2024	7.35
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	0S0202520492	18-Nat. Res. Program Supplies	Paid by EFT # 59195		05/28/2024	05/28/2024	06/07/2024		06/07/2024	19.98
8658 - Kleindorfer's Hardware LLC	734114	18-Natural Resources Program Supplies, Ferged Warren Hoe	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	23.49
									Account 52420 - Other Supplies Totals	Invoice Transactions 4
										<u>\$168.24</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	18714	18- (3) Large BPRD Staff Tshirts	Paid by EFT # 59172		05/28/2024	05/28/2024	06/07/2024		06/07/2024	45.00
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1
										<u>\$45.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	052924- ParkDukeA	18- April/May 2024 electric charges	Paid by Check # 78472		05/29/2024	05/29/2024	05/29/2024		05/29/2024	14.66
223 - Duke Energy	052924- ParksDuke	18- Electric Charges April/May 2024	Paid by Check # 78473		05/29/2024	05/29/2024	05/29/2024		05/29/2024	18.05
									Account 53510 - Electrical Services Totals	Invoice Transactions 2
										<u>\$32.71</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53910 - Dues and Subscriptions										
7328 - Trailhead Labs, INC	0000549	18-Outerspatial Mobile App Annual License 5/19/24-5/19/25	Paid by EFT # 59357		05/28/2024	05/28/2024	06/07/2024		06/07/2024	2,500.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$2,500.00
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	20675	18-Wapehani & Griffy Restroom Cleaning Services April 2024	Paid by EFT # 59352		05/28/2024	05/28/2024	06/07/2024		06/07/2024	140.00
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 1
										\$140.00
Program 184000 - Natural Resources Totals										Invoice Transactions 11
										\$3,046.43
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	052924-ParksDuke	18- Electric Charges April/May 2024	Paid by Check # 78473		05/29/2024	05/29/2024	05/29/2024		05/29/2024	187.32
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$187.32
Program 184500 - Youth Services -Juke Box Totals										Invoice Transactions 1
										\$187.32
Program 186500 - Community Events										
Account 43270 - Registration Fees										
Kathleen Lattimer	2024-00001044	18-Refunds	Paid by Check # 78508		05/28/2024	05/28/2024	06/07/2024		06/07/2024	45.00
Account 43270 - Registration Fees Totals										Invoice Transactions 1
										\$45.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1L4G-YKRP-G4TT	18-Credit-Community Events-return pack sign holders	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	(28.98)
8658 - Kleindorfer's Hardware LLC	734367	18 - Grommets, Zip ties	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	50.34
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$21.36
Program 186500 - Community Events Totals										Invoice Transactions 3
										\$66.36
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
2005 - Bloomington Speedway Mulch, INC	001564	18-2 yds woodchips for garden	Paid by EFT # 59198		05/28/2024	05/28/2024	06/07/2024		06/07/2024	39.98
8658 - Kleindorfer's Hardware LLC	734082	18-(2) bale straw & (1) flower seed	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	16.79



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	741318	18-Community Garden Supplies, (1) wire, (2) screw driver, (2) sc	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	78.45
Account 52420 - Other Supplies Totals								Invoice Transactions	3	\$135.22
Program 186502 - Community Events-Gardens Totals								Invoice Transactions	3	\$135.22
Program 187001 - Adult Sports-Softball										
Account 52340 - Other Repairs and Maintenance										
50594 - Barry Company, INC	100467	18- 2024 TLSP Delta Metering Valve	Paid by EFT # 59188		05/28/2024	05/28/2024	06/07/2024		06/07/2024	142.10
8658 - Kleindorfer's Hardware LLC	734155	18- 2024 TLSP Drain Snake, Aerator Tool, Scrub Brush	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	30.57
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	2	\$172.67
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HCC-D4YP-7F3T	18-American Flag for Twin Lakes Sports Park	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	71.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MMF-747Q-R3PJ	18-AA Batteries and Disposable Ice Packs for Twin Lakes SP	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	41.50
7722 - Indiana Field Supplies, LLC	2024-758	18-2024 TLSP- Chalk,White Spray Paint,Home Plate,Bases,Rubbers	Paid by EFT # 59258		05/28/2024	05/28/2024	06/07/2024		06/07/2024	2,177.92
8658 - Kleindorfer's Hardware LLC	734397	18- 2024 TLSP- Liquid Fire, Bungee Strap, Safety Glasses	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	56.82
6262 - Koenig Equipment, INC	P44832	18- 2024 TLSP WeedEater String (2)	Paid by EFT # 59272		05/28/2024	05/28/2024	06/07/2024		06/07/2024	85.98
365 - Rogers Group, INC	0713015204	18- 2024 TLSP 1/4 Minus Aggregate for Batting Cages	Paid by EFT # 59320		05/28/2024	05/28/2024	06/07/2024		06/07/2024	430.50
Account 52420 - Other Supplies Totals								Invoice Transactions	6	\$2,864.71
Account 53510 - Electrical Services										
223 - Duke Energy	052924-ParkDukeA	18- April/May 2024 electric charges	Paid by Check # 78472		05/29/2024	05/29/2024	05/29/2024		05/29/2024	371.74
223 - Duke Energy	052924-ParksDuke	18- Electric Charges April/May 2024	Paid by Check # 78473		05/29/2024	05/29/2024	05/29/2024		05/29/2024	51.30
Account 53510 - Electrical Services Totals								Invoice Transactions	2	\$423.04



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003405083	18- Landfill TLSP 06/01/24-06/30/24	Paid by EFT # 59167		05/29/2024	05/29/2024	05/29/2024		05/29/2024	435.90
					Account 53950 - Landfill Totals			Invoice Transactions	1	\$435.90
Account 53990 - Other Services and Charges										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MMF-747Q-R3PJ	18-AA Batteries and Disposable Ice Packs for Twin Lakes SP	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	75.98
					Account 53990 - Other Services and Charges Totals			Invoice Transactions	1	\$75.98
					Program 187001 - Adult Sports-Softball Totals			Invoice Transactions	12	\$3,972.30
Program 187002 - Adult Sports-Tennis										
Account 54310 - Improvements Other Than Building										
3903 - Electric Plus, INC	43288	18-Sports lights on basketball court at SYP	Paid by EFT # 59229		05/28/2024	05/28/2024	06/07/2024		06/07/2024	18,400.00
					Account 54310 - Improvements Other Than Building Totals			Invoice Transactions	1	\$18,400.00
					Program 187002 - Adult Sports-Tennis Totals			Invoice Transactions	1	\$18,400.00
Program 187202 - Youth Sports-Winslow										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	131821	18- Winslow 2024 Concrete, Duct Tape, Fish Emulsion	Paid by Check # 78492		05/28/2024	05/28/2024	06/07/2024		06/07/2024	71.93
					Account 52420 - Other Supplies Totals			Invoice Transactions	1	\$71.93
Account 53510 - Electrical Services										
223 - Duke Energy	052924-ParkDukeA	18- April/May 2024 electric charges	Paid by Check # 78472		05/29/2024	05/29/2024	05/29/2024		05/29/2024	272.27
223 - Duke Energy	052924-ParksDuke	18- Electric Charges April/May 2024	Paid by Check # 78473		05/29/2024	05/29/2024	05/29/2024		05/29/2024	53.27
					Account 53510 - Electrical Services Totals			Invoice Transactions	2	\$325.54
					Program 187202 - Youth Sports-Winslow Totals			Invoice Transactions	3	\$397.47
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XH6-MJTL-3GDC	18-Disinfecting Wipes, Paper Towels, & Toilet Paper for Banneker	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	135.17
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HCC-D4YP-DXFG	18-Books, Construction Paper, Paint, Paint Brushes for Banneker	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	7.30
					Account 52210 - Institutional Supplies Totals			Invoice Transactions	2	\$142.47



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	014834	18- Banneker event supplies; cupcakes and punch - 5-20-24	Paid by Check # 78493		05/28/2024	05/28/2024	06/07/2024		06/07/2024	30.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>30.00</u>
Account 53510 - Electrical Services										
392 - Koorsen Fire & Security, INC	IN00665370	18- Banneker Center Fire/security alarm repair	Paid by EFT # 59274		05/28/2024	05/28/2024	06/07/2024		06/07/2024	467.27
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$467.27</u>
Account 53630 - Machinery and Equipment Repairs										
298 - Commercial Service Of Bloomington, INC	S266723	18 Banneker Building-repair-urinal continuously flushing- 4/2/24	Paid by EFT # 59216		05/28/2024	05/28/2024	06/07/2024		06/07/2024	147.48
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	<u>\$147.48</u>
Program 187500 - Banneker Totals									Invoice Transactions 5	<u>\$787.22</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
8658 - Kleindorfer's Hardware LLC	741207	18-Brushes & gloves for paint removers (graffiti)	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	18.77
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$18.77</u>
Account 52220 - Agricultural Supplies										
51891 - Forest Commodities, INC	24052003	18-OPS 100 yds tenderturf playground surfacing & freight	Paid by EFT # 59239		05/28/2024	05/28/2024	06/07/2024		06/07/2024	2,350.00
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	<u>\$2,350.00</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	573410	18-materials for Cascades boardwalk; hardware, treated lumber	Paid by EFT # 59192		05/28/2024	05/28/2024	06/07/2024		06/07/2024	41.47
5534 - Presidio Holdings, INC	6011824901196	18-OPS intelligent dual reader controller for Maint. bldg gate	Paid by EFT # 59313		05/28/2024	05/28/2024	06/07/2024		06/07/2024	2,051.00
365 - Rogers Group, INC	0713015017	18-stone (#11) picked up at Rogers for Ops	Paid by EFT # 59320		05/28/2024	05/28/2024	06/07/2024		06/07/2024	79.50
365 - Rogers Group, INC	0713015203	18-2 cy of #7 Stone	Paid by EFT # 59320		05/28/2024	05/28/2024	06/07/2024		06/07/2024	53.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 4	<u>\$2,224.97</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
50594 - Barry Company, INC	100215	18-floor mount, nuts & washers	Paid by EFT # 59188		05/28/2024	05/28/2024	06/07/2024		06/07/2024	91.50
50594 - Barry Company, INC	100343	18-pipe tuf-tite trench drain w/grate & end caps; long turn bend	Paid by EFT # 59188		05/28/2024	05/28/2024	06/07/2024		06/07/2024	241.87
8658 - Kleindorfer's Hardware LLC	792286	18-Mills Pool-washer, ferule, brass adapter	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	3.57
8658 - Kleindorfer's Hardware LLC	734092	18-washers, bolts, mapp gas	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	12.79
8658 - Kleindorfer's Hardware LLC	780249	18-1 stainless locknuts	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	7.62
8658 - Kleindorfer's Hardware LLC	734249	18-(2) flat file for the shop	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	18.58
8658 - Kleindorfer's Hardware LLC	741015	18-Siemans 20A Breaker	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	66.99
8658 - Kleindorfer's Hardware LLC	741338	18-Screws and corner braces for Cascades draining	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	10.60
8658 - Kleindorfer's Hardware LLC	741366	18-New Drill to replace bad Drill for truck #808	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	187.99
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 9	\$641.51
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	573421	18-bath & kitchen silicone, toilet shim	Paid by EFT # 59192		05/28/2024	05/28/2024	06/07/2024		06/07/2024	19.92
3903 - Electric Plus, INC	43288	18-Sports lights on basketball court at SYP	Paid by EFT # 59229		05/28/2024	05/28/2024	06/07/2024		06/07/2024	565.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	576610	18-batteries and core deposit	Paid by EFT # 59338		05/28/2024	05/28/2024	06/07/2024		06/07/2024	278.47
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$863.39
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	115309	18-OPS Uniform items (4)-Ops Coordinator Amy Leyenbeck	Paid by EFT # 59377		05/28/2024	05/28/2024	06/07/2024		06/07/2024	153.86
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$153.86
Account 53510 - Electrical Services										
223 - Duke Energy	052924-ParkDukeA	18- April/May 2024 electric charges	Paid by Check # 78472		05/29/2024	05/29/2024	05/29/2024		05/29/2024	191.74
223 - Duke Energy	052924-ParksDuke	18- Electric Charges April/May 2024	Paid by Check # 78473		05/29/2024	05/29/2024	05/29/2024		05/29/2024	1,560.51
Account 53510 - Electrical Services Totals									Invoice Transactions 2	\$1,752.25



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53640 - Hardware and Software Maintenance										
7239 - Azteca Systems Holdings, LLC	INV8489	18-Implementation of Cityworks software pkg for Ops Div 05/17/24	Paid by EFT # 59186		05/28/2024	05/28/2024	06/07/2024		06/07/2024	112.50
Account 53640 - Hardware and Software Maintenance Totals									Invoice Transactions 1	<u>\$112.50</u>
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	20676	18-Year-round pumping/cleaning of (9) port-a-let units May 2024	Paid by EFT # 59352		05/28/2024	05/28/2024	06/07/2024		06/07/2024	1,280.00
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	<u>\$1,280.00</u>
Account 54420 - Purchase of Equipment										
3733 - BlueTarp Financial, INC (Northern Tool)	53604049	18-OPS Northstar Tow behind trailer and Powerwasher	Paid by EFT # 59200		05/28/2024	05/28/2024	06/07/2024		06/07/2024	16,404.00
Account 54420 - Purchase of Equipment Totals									Invoice Transactions 1	<u>\$16,404.00</u>
Program 189000 - Operations Totals									Invoice Transactions 24	<u>\$25,801.25</u>
Program 189006 - Switchyard Property										
Account 52220 - Agricultural Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	36523	18-SYP Sodium Hypochlorite for Spray Pad-55 gal drum	Paid by EFT # 59184		05/28/2024	05/28/2024	06/07/2024		06/07/2024	607.97
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	<u>\$607.97</u>
Account 52240 - Fuel and Oil										
8658 - Kleindorfer's Hardware LLC	734368	18-SYP Propane Exchange	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	37.98
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	<u>\$37.98</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	792044	18-SYP-concrete bit, hose adapters, coil w/ring, tapcons	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	26.60
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	<u>\$26.60</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	791969	18-SYP-spray oil, graffiti remover, fittings, switch cover, box	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	62.63
8658 - Kleindorfer's Hardware LLC	780908	18-SYP -adapter, pvc, caps, elect covers, thread locks, gloves	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	87.81
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$150.44</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53510 - Electrical Services										
223 - Duke Energy	052924-ParkDukeA	18- April/May 2024 electric charges	Paid by Check # 78472		05/29/2024	05/29/2024	05/29/2024		05/29/2024	53.73
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$53.73</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3260210	18 -SYP Vestibule Rug Service 05/15/24	Paid by EFT # 59311		05/28/2024	05/28/2024	06/07/2024		06/07/2024	114.33
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 1										<u>\$114.33</u>
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	Switch0424	18-SYP Centerstone April 2024	Paid by EFT # 59210		05/28/2024	05/28/2024	06/07/2024		06/07/2024	5,600.36
912 - Central Security Systems, INC	533642	18-SYP Pavilion Commercial Fire Alarm Monitoring-6/1-8/31/24	Paid by EFT # 59211		05/28/2024	05/28/2024	06/07/2024		06/07/2024	147.00
9300 - Huston Electric Holding CORP (Cassady Electric)	W10210	18-SYP Installing dedicated electrical circuits in ceiling	Paid by EFT # 59256		05/28/2024	05/28/2024	06/07/2024		06/07/2024	1,375.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 3										<u>\$7,122.36</u>
Account 54310 - Improvements Other Than Building										
3903 - Electric Plus, INC	43288	18-Sports lights on basketball court at SYP	Paid by EFT # 59229		05/28/2024	05/28/2024	06/07/2024		06/07/2024	40,870.00
Account 54310 - Improvements Other Than Building Totals Invoice Transactions 1										<u>\$40,870.00</u>
Program 189006 - Switchyard Property Totals Invoice Transactions 11										<u>\$48,983.41</u>
Program 189500 - Urban Greenspace										
Account 52220 - Agricultural Supplies										
52948 - Mays Greenhouse, LLC	34061	18-Healthy Grow Fertilizer	Paid by EFT # 59280		05/28/2024	05/28/2024	06/07/2024		06/07/2024	11.99
5391 - Spence Restoration Nursery, INC	4170	18- UGS 4900 native plant plugs	Paid by EFT # 59341		05/28/2024	05/28/2024	06/07/2024		06/07/2024	3,584.30
Account 52220 - Agricultural Supplies Totals Invoice Transactions 2										<u>\$3,596.29</u>
Account 53130 - Medical										
231 - IU Health OCC Health Services	00157454-00	18-UGS Hep B vaccine 2nd dose+admin toxoid-E. Hagen-4/22/24	Paid by EFT # 59265		05/28/2024	05/28/2024	06/07/2024		06/07/2024	130.00
Account 53130 - Medical Totals Invoice Transactions 1										<u>\$130.00</u>
Program 189500 - Urban Greenspace Totals Invoice Transactions 3										<u>\$3,726.29</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
651 - Engraving & Stamp Center, INC	46501	18- OPS notary stamp for Amy Leyenbeck	Paid by EFT # 59233		05/28/2024	05/28/2024	06/07/2024		06/07/2024	33.50
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$33.50
Account 53510 - Electrical Services										
223 - Duke Energy	052924-ParkDukeA	18- April/May 2024 electric charges	Paid by Check # 78472		05/29/2024	05/29/2024	05/29/2024		05/29/2024	86.60
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$86.60
Account 53610 - Building Repairs										
9300 - Huston Electric Holding CORP (Cassady Electric)	W10154	18 - CEM Electrical upgrade & EV charger installed at RH shop	Paid by EFT # 59256		05/28/2024	05/28/2024	06/07/2024		06/07/2024	970.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$970.00
Account 53990 - Other Services and Charges										
8804 - Michael T Gilbert (Monument Lettering Service LLC)	RH5202024	18-Adding names to Scatter Garden Memorial (Allbright)	Paid by EFT # 59242		05/28/2024	05/28/2024	06/07/2024		06/07/2024	290.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$290.00
Program 189501 - Cemeteries Totals									Invoice Transactions 4	\$1,380.10
Program 189503 - Urban Forestry										
Account 53990 - Other Services and Charges										
Henry Craig Brenner	BRENNER-052024	18-Settlement for damage done to gutters-1101 S. Fess Ave	Paid by Check # 78505		05/28/2024	05/28/2024	06/07/2024		06/07/2024	2,130.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$2,130.00
Program 189503 - Urban Forestry Totals									Invoice Transactions 1	\$2,130.00
Department 18 - Parks & Recreation Totals									Invoice Transactions 109	\$146,718.88
Fund 200 - Parks and Recreation Gen (S1301) Totals									Invoice Transactions 109	\$146,718.88
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	163-48541	18-2024 IPRA Conference Registration T Street	Paid by Check # 78490		05/28/2024	05/28/2024	06/07/2024		06/07/2024	360.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$360.00
Program 181000 - Administration Totals									Invoice Transactions 1	\$360.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
4504 - American National Red Cross	22689295	18 - CPR Instruction (4)	Paid by EFT # 59180		05/28/2024	05/28/2024	06/07/2024		06/07/2024	152.00
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>152.00</u>
Account 53940 - Temporary Contractual Employee										
6110 - Darrelyn Valdez	052224	18 - Switchyard Park Fitness Instruction 05/22/24	Paid by EFT # 59362		05/28/2024	05/28/2024	06/07/2024		06/07/2024	37.50
8156 - Jennifer Marie Weiss	052024	18 - Switchyard Park Fitness Instruction 05/13/24 & 05/20/24	Paid by EFT # 59371		05/28/2024	05/28/2024	06/07/2024		06/07/2024	75.00
Account 53940 - Temporary Contractual Employee Totals Invoice Transactions 2										<u>112.50</u>
Program 181001 - Health & Wellness Totals Invoice Transactions 3										<u>264.50</u>
Program 182001 - Aquatics - Bryan Pool										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	42498	18-2024 pool punch passes #500 & 2024 Tree Care Manual #250	Paid by EFT # 59173		05/28/2024	05/28/2024	06/07/2024		06/07/2024	172.00
Account 53310 - Printing Totals Invoice Transactions 1										<u>172.00</u>
Account 53320 - Advertising										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	42589	18-2024 pool wallet cards #500	Paid by EFT # 59173		05/28/2024	05/28/2024	06/07/2024		06/07/2024	164.40
129 - FedEx Print Service, INC (Printing Only)	021100045894	18-sandwich bd/directional signs-Pools Acct #0547243307	Paid by EFT # 59237		05/28/2024	05/28/2024	06/07/2024		06/07/2024	239.85
2895 - Rapid Reproductions, INC	116303	18-Market 50th Anniversary & Griffy Lake Trails banners	Paid by EFT # 59316		05/28/2024	05/28/2024	06/07/2024		06/07/2024	84.16
Account 53320 - Advertising Totals Invoice Transactions 3										<u>488.41</u>
Program 182001 - Aquatics - Bryan Pool Totals Invoice Transactions 4										<u>660.41</u>
Program 183500 - Golf Services										
Account 52330 - Street, Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	59687109	18 - Cascades Bottled Drinks, BIBs 05/20/24	Paid by EFT # 59308		05/28/2024	05/28/2024	06/07/2024		06/07/2024	848.58
5819 - Synchrony Bank	8517	18 - Cascades Snack Bar, Chips, Crackers, Candy, Drinks	Paid by Check # 78501		05/28/2024	05/28/2024	06/07/2024		06/07/2024	136.76
5819 - Synchrony Bank	7494	18 - Cascades Snack Bar, Chips, Crackers, Candy, Drinks	Paid by Check # 78501		05/28/2024	05/28/2024	06/07/2024		06/07/2024	298.16



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
21145 - Sysco USA III, LLC	438000634	18 - Cascades Hotdogs, Hamburgers, Chicken Salad, Cups	Paid by EFT # 59347		05/28/2024	05/28/2024	06/07/2024		06/07/2024	932.46
204 - State Of Indiana	2024 Permit-Golf	18 - Cascades Alcohol Sales Permit - 2024	Paid by Check # 78486		05/29/2024	05/29/2024	05/29/2024		05/29/2024	500.00
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	5	\$2,715.96
Program 183500 - Golf Services Totals								Invoice Transactions	5	\$2,715.96
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	918032095	18-Cascades Golf Balls-160 boxes	Paid by Check # 78487		05/28/2024	05/28/2024	06/07/2024		06/07/2024	2,094.12
4072 - Acushnet Company	918044409	18-Cascades Golf Balls-90 boxes	Paid by Check # 78487		05/28/2024	05/28/2024	06/07/2024		06/07/2024	1,182.62
4072 - Acushnet Company	918032096	18-Cascades Golf Balls-24 dozen	Paid by Check # 78487		05/28/2024	05/28/2024	06/07/2024		06/07/2024	995.12
4072 - Acushnet Company	918059583	18-Cascades Golf Balls-28 dozen	Paid by Check # 78487		05/28/2024	05/28/2024	06/07/2024		06/07/2024	1,166.47
4072 - Acushnet Company	918032094	18-Cascades Golf Balls-3 dozen	Paid by Check # 78487		05/28/2024	05/28/2024	06/07/2024		06/07/2024	60.01
4072 - Acushnet Company	918044410	18-Cascades Golf Balls-12 dozen	Paid by Check # 78487		05/28/2024	05/28/2024	06/07/2024		06/07/2024	455.53
4072 - Acushnet Company	918072999	18 -Cascades-golf balls-24 dozen	Paid by Check # 78487		05/28/2024	05/28/2024	06/07/2024		06/07/2024	995.12
4072 - Acushnet Company	918072994	18 - Cascades-golf balls-60 dozen	Paid by Check # 78487		05/28/2024	05/28/2024	06/07/2024		06/07/2024	2,027.74
4072 - Acushnet Company	918073876	18 --Cascades-golf balls -6 dozen	Paid by Check # 78487		05/28/2024	05/28/2024	06/07/2024		06/07/2024	253.14
4072 - Acushnet Company	918060103	18-Cascades-3 pairs of golf shoes	Paid by Check # 78487		05/28/2024	05/28/2024	06/07/2024		06/07/2024	265.21
4072 - Acushnet Company	918123060	18 - Cascades -golf clubs	Paid by Check # 78487		05/28/2024	05/28/2024	06/07/2024		06/07/2024	282.48
4072 - Acushnet Company	918122788	18 - Cascades-golf balls-12 dozen	Paid by Check # 78487		05/28/2024	05/28/2024	06/07/2024		06/07/2024	500.95
53619 - Ping, INC	17594134	18 - Cascades Golf Clubs, (2) irons	Paid by EFT # 59310		05/28/2024	05/28/2024	06/07/2024		06/07/2024	236.27
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	13	\$10,514.78
Program 183501 - Golf Course - Pro Shop Totals								Invoice Transactions	13	\$10,514.78



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MWQ-QGTV-4TKN	18-Replacement Water Filter, Sunscreen, Bowls for Kid City	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	155.88
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	<u>\$155.88</u>
Program 184500 - Youth Services -Juke Box Totals								Invoice Transactions	1	<u>\$155.88</u>
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MWQ-QGTV-4TKN	18-Replacement Water Filter, Sunscreen, Bowls for Kid City	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	374.68
5819 - Synchrony Bank	7809	18-Kid City Snacks and Supplies - 5-17-24	Paid by Check # 78501		05/28/2024	05/28/2024	06/07/2024		06/07/2024	221.13
5819 - Synchrony Bank	0846	18-Kid City Snack and Activity Supplies- 5/23/24	Paid by Check # 78501		05/28/2024	05/28/2024	06/07/2024		06/07/2024	267.10
Account 52420 - Other Supplies Totals								Invoice Transactions	3	<u>\$862.91</u>
Account 52430 - Uniforms and Tools										
5757 - Nite Owl Promotions, INC	12677	18-Kid City Camper and Staff T shirts (280)	Paid by EFT # 59300		05/28/2024	05/28/2024	06/07/2024		06/07/2024	2,425.57
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	1	<u>\$2,425.57</u>
Program 184501 - Youth Services-Kid City Camps Totals								Invoice Transactions	4	<u>\$3,288.48</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	0912	18 - TLRC Industrial Main. Supplies, (3) Sprayway, (4) drum line	Paid by Check # 78501		05/28/2024	05/28/2024	06/07/2024		06/07/2024	123.86
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	<u>\$123.86</u>
Account 53150 - Communications Contract										
392 - Koorsen Fire & Security, INC	IN00666022	18 - TLRC Alarm Monitoring 05/07/24-06/30/24	Paid by EFT # 59274		05/28/2024	05/28/2024	06/07/2024		06/07/2024	108.00
Account 53150 - Communications Contract Totals								Invoice Transactions	1	<u>\$108.00</u>
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	116290	18-2024 Peoples Park concert series banner #1	Paid by EFT # 59316		05/28/2024	05/28/2024	06/07/2024		06/07/2024	144.16
Account 53310 - Printing Totals								Invoice Transactions	1	<u>\$144.16</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53510 - Electrical Services										
223 - Duke Energy	052924-ParkDukeA	18- April/May 2024 electric charges	Paid by Check # 78472		05/29/2024	05/29/2024	05/29/2024		05/29/2024	37.57
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$37.57
Account 53610 - Building Repairs										
53657 - Plymate, INC	3261798	18 - TLRC Entry Mats 05/22/24	Paid by EFT # 59311		05/28/2024	05/28/2024	06/07/2024		06/07/2024	82.38
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$82.38
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003405419	18- Landfill TLRC 06/01/24-06/30/24-incl credit 5/2024	Paid by EFT # 59167		05/29/2024	05/29/2024	05/29/2024		05/29/2024	313.81
Account 53950 - Landfill Totals									Invoice Transactions 1	\$313.81
Program 185000 - Twin Lakes Recreation Center Totals									Invoice Transactions 6	\$809.78
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	052324	18- TLRC Group Ex/PT Pay 05/13/24-05/23/24	Paid by EFT # 59187		05/28/2024	05/28/2024	06/07/2024		06/07/2024	250.00
8271 - Morgan Brummett	052124	18- TLRC Group Ex/PT Pay 05/16/24 & 05/21/24	Paid by EFT # 59203		05/28/2024	05/28/2024	06/07/2024		06/07/2024	62.50
7276 - Kaitlyn Clementi	052324	18-TLRC-Personal Training Payments 05/08, 05/15, 05/21 & 05/23	Paid by EFT # 59215		05/28/2024	05/28/2024	06/07/2024		06/07/2024	135.00
9124 - Karin B Coopersmith	051724	18- TLRC Group Ex Instructor Pay 05/13/24 & 05/17/24	Paid by EFT # 59217		05/28/2024	05/28/2024	06/07/2024		06/07/2024	62.50
9124 - Karin B Coopersmith	052324	18-TLRC Fitness Specialist	Paid by EFT # 59217		05/28/2024	05/28/2024	06/07/2024		06/07/2024	62.50
8370 - Alice M Day	051424	18- TLRC Group Ex/PT Pay 05/07/24 & 05/14/24	Paid by EFT # 59222		05/28/2024	05/28/2024	06/07/2024		06/07/2024	62.50
13007 - Valeria A Decastro	052424	18- TLRC Group Ex/PT Pay 05/13/24-05/24/24	Paid by EFT # 59223		05/28/2024	05/28/2024	06/07/2024		06/07/2024	210.00
5274 - Catherine T Gossett	052424	18- TLRC Group Ex/PT Pay 05/15, 05/20, 05/22 & 05/24	Paid by EFT # 59246		05/28/2024	05/28/2024	06/07/2024		06/07/2024	245.00
8399 - Gustavus Alexis McLeod	051624	18- TLRC Group Ex/PT Pay 05/07/24 & 05/16/24	Paid by EFT # 59282		05/28/2024	05/28/2024	06/07/2024		06/07/2024	62.50



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
9212 - Siddhartha T McLeod	051424	18- TLRC Group Ex Instructor Pay 05/09/24 & 05/14/24	Paid by EFT # 59283		05/28/2024	05/28/2024	06/07/2024		06/07/2024	62.50
8894 - Matthew Thomas Moon	051724	18- TLRC Group Ex/PT Pay 05/17/24	Paid by EFT # 59291		05/28/2024	05/28/2024	06/07/2024		06/07/2024	30.00
8451 - Sarah K Peters	052424	18- TLRC Group Ex/PT Pay 05/10, 05/17 & 05/24	Paid by EFT # 59309		05/28/2024	05/28/2024	06/07/2024		06/07/2024	126.00
1973 - Megan M Stark	052224	18-TLRC-Personal Training Payments 05/13/24-05/22/24	Paid by EFT # 59343		05/28/2024	05/28/2024	06/07/2024		06/07/2024	570.00
8184 - Emily E Tally	052324	18- TLRC Group Ex/PT Pay 05/14, 05/16, 05/21 & 05/23	Paid by EFT # 59348		05/28/2024	05/28/2024	06/07/2024		06/07/2024	125.00
9126 - Meredith I Wendell	051324	18- TLRC Group Ex Instructor Pay 05/13/24	Paid by EFT # 59372		05/28/2024	05/28/2024	06/07/2024		06/07/2024	31.25
9126 - Meredith I Wendell	052124	18- TLRC Group Ex Instructor Pay 05/14/24 & 05/21/24	Paid by EFT # 59372		05/28/2024	05/28/2024	06/07/2024		06/07/2024	62.50
9222 - Skyler Wildfong	052224	18- TLRC Group Ex Instructor Pay 05/13/24-05/22/24	Paid by EFT # 59374		05/28/2024	05/28/2024	06/07/2024		06/07/2024	150.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	17		<u>\$2,309.75</u>
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions	17		<u>\$2,309.75</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	183343	18 - TLRC Concessions Items for Sale 5-13-24	Paid by EFT # 59243		05/28/2024	05/28/2024	06/07/2024		06/07/2024	809.60
8155 - PepsiCo Beverage Sales, LLC	28757257	18 - TLRC Concessions Items for Sale 5-15-24	Paid by EFT # 59308		05/28/2024	05/28/2024	06/07/2024		06/07/2024	1,129.13
5819 - Synchrony Bank	0913	18 - TLRC Concessions Items for Sale 05/24/24	Paid by Check # 78501		05/28/2024	05/28/2024	06/07/2024		06/07/2024	367.20
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	3		<u>\$2,305.93</u>
Program 185006 - TLRC-Concessions Totals							Invoice Transactions	3		<u>\$2,305.93</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	791406	18 - Spray paint, packing tape	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	32.96
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$32.96</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	163-48801	18-IPRA 2024 Full Conference Registration-B. Ream	Paid by Check # 78490		05/28/2024	05/28/2024	06/07/2024		06/07/2024	175.00
Account 53160 - Instruction Totals										Invoice Transactions 1
										<u>\$175.00</u>
Account 53320 - Advertising										
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12404116549	18-30-sec spots for 50+ Expo WGCL #15-4/24-4/28/24	Paid by EFT # 59325		05/28/2024	05/28/2024	06/07/2024		06/07/2024	108.00
Account 53320 - Advertising Totals										Invoice Transactions 1
										<u>\$108.00</u>
Account 53990 - Other Services and Charges										
9005 - Laundry Investments LLC (Jet Laundromat)	322	18 - Table Linen Laundering 05/24/24	Paid by EFT # 59275		05/28/2024	05/28/2024	06/07/2024		06/07/2024	163.10
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 186500 - Community Events Totals										<u>\$163.10</u>
										Invoice Transactions 4
										<u>\$479.06</u>
Program 186502 - Community Events-Gardens										
Account 53990 - Other Services and Charges										
7479 - Sunset Hill Fence Co LLC	109291	18-furnish/install fence-Butler Park Community Garden	Paid by EFT # 59346		05/28/2024	05/28/2024	06/07/2024		06/07/2024	2,734.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 186502 - Community Events-Gardens Totals										<u>\$2,734.00</u>
										Invoice Transactions 1
										<u>\$2,734.00</u>
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
8642 - Dulsie S Allen (Salt Creek Farms & Finds LLC)	3593	18-Market Bucks and Gift Certificates	Paid by EFT # 59178		05/28/2024	05/28/2024	06/07/2024		06/07/2024	20.00
8361 - Blooming Shrooms, LLC	3610	18-Market Bucks and Gift Certificates	Paid by EFT # 59193		05/28/2024	05/28/2024	06/07/2024		06/07/2024	20.00
12406 - Blue Hour Farm	3602	18-Gift Certificates	Paid by EFT # 59199		05/28/2024	05/28/2024	06/07/2024		06/07/2024	20.00
7363 - Jennifer L. Burt(Feast Market and Cellar)	3608	18-Market Bucks and Gift Certificates	Paid by EFT # 59206		05/28/2024	05/28/2024	06/07/2024		06/07/2024	205.00
7363 - Jennifer L. Burt(Feast Market and Cellar)	3616	18-Market Bucks and Gift Certificates	Paid by EFT # 59206		05/28/2024	05/28/2024	06/07/2024		06/07/2024	5.00
4360 - Earth Song Farm, LLC	3598	18-Market Bucks and Gift Certificates	Paid by EFT # 59226		05/28/2024	05/28/2024	06/07/2024		06/07/2024	105.00
52276 - Hunter's Honey Farm	3588	18-Gift Certificates	Paid by EFT # 59255		05/28/2024	05/28/2024	06/07/2024		06/07/2024	50.00
52276 - Hunter's Honey Farm	3597	18-Market Bucks and Gift Certificates	Paid by EFT # 59255		05/28/2024	05/28/2024	06/07/2024		06/07/2024	120.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
52276 - Hunter's Honey Farm	3612	18-Market Bucks and Gift Certificates	Paid by EFT # 59255		05/28/2024	05/28/2024	06/07/2024		06/07/2024	45.00
5200 - Chester L Lehman (Olde Lane Orchard)	3590	18-Market Bucks and Gift Certificates	Paid by EFT # 59276		05/28/2024	05/28/2024	06/07/2024		06/07/2024	60.00
8923 - Sara McGaha	3599	18-Market Bucks and Gift Certificates	Paid by EFT # 59281		05/28/2024	05/28/2024	06/07/2024		06/07/2024	40.00
8640 - Moon Valley Farm LLC	3595	18-Market Bucks and Gift Certificates	Paid by EFT # 59292		05/28/2024	05/28/2024	06/07/2024		06/07/2024	50.00
5550 - Rajarajeswari Muthukrishnan	3592	18-Market Bucks and Gift Certificates	Paid by EFT # 59296		05/28/2024	05/28/2024	06/07/2024		06/07/2024	5.00
9293 - Poole Mill Produce	3581	18-Market Bucks and Gift Certificates	Paid by EFT # 59312		05/28/2024	05/28/2024	06/07/2024		06/07/2024	40.00
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	3609	18-Market Bucks and Gift Certificates	Paid by EFT # 59326		05/28/2024	05/28/2024	06/07/2024		06/07/2024	20.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3605	18-Market Bucks and Gift Certificates	Paid by EFT # 59335		05/28/2024	05/28/2024	06/07/2024		06/07/2024	105.00
2496 - Galen Jay Stoll	3606	18-Market Bucks and Gift Certificates	Paid by Check # 78500		05/28/2024	05/28/2024	06/07/2024		06/07/2024	20.00
6623 - Twilight Dairy, LLC	3603	18-Market Bucks and Gift Certificates	Paid by EFT # 59359		05/28/2024	05/28/2024	06/07/2024		06/07/2024	240.00
Account 47230 - Gift Certificate Totals Invoice Transactions 18										\$1,170.00
Account 47240 - EBT Market Bucks										
8642 - Dulsie S Allen (Salt Creek Farms & Finds LLC)	3593	18-Market Bucks and Gift Certificates	Paid by EFT # 59178		05/28/2024	05/28/2024	06/07/2024		06/07/2024	42.00
6186 - Rachel Beyer (Mavourneen Farm)	3607	18-Market Bucks	Paid by EFT # 59191		05/28/2024	05/28/2024	06/07/2024		06/07/2024	333.00
8361 - Blooming Shrooms, LLC	3610	18-Market Bucks and Gift Certificates	Paid by EFT # 59193		05/28/2024	05/28/2024	06/07/2024		06/07/2024	27.00
7363 - Jennifer L. Burt(Feast Market and Cellar)	3608	18-Market Bucks and Gift Certificates	Paid by EFT # 59206		05/28/2024	05/28/2024	06/07/2024		06/07/2024	3.00
7363 - Jennifer L. Burt(Feast Market and Cellar)	3616	18-Market Bucks and Gift Certificates	Paid by EFT # 59206		05/28/2024	05/28/2024	06/07/2024		06/07/2024	15.00
4417 - Maria Carlassare (Piccoli Dolci, INC)	3601	18-Market Bucks	Paid by EFT # 59209		05/28/2024	05/28/2024	06/07/2024		06/07/2024	18.00
4360 - Earth Song Farm, LLC	3598	18-Market Bucks and Gift Certificates	Paid by EFT # 59226		05/28/2024	05/28/2024	06/07/2024		06/07/2024	75.00
3265 - Linnea Lee Good	3600	18-Market Bucks	Paid by EFT # 59244		05/28/2024	05/28/2024	06/07/2024		06/07/2024	21.00
8136 - Amanda Hand (MKONO Farm)	3594	18-Market Bucks	Paid by EFT # 59248		05/28/2024	05/28/2024	06/07/2024		06/07/2024	12.00
52276 - Hunter's Honey Farm	3591	18-Market Bucks	Paid by EFT # 59255		05/28/2024	05/28/2024	06/07/2024		06/07/2024	63.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
52276 - Hunter's Honey Farm	3597	18-Market Bucks and Gift Certificates	Paid by EFT # 59255		05/28/2024	05/28/2024	06/07/2024		06/07/2024	12.00
52276 - Hunter's Honey Farm	3612	18-Market Bucks and Gift Certificates	Paid by EFT # 59255		05/28/2024	05/28/2024	06/07/2024		06/07/2024	105.00
5200 - Chester L Lehman (Olde Lane Orchard)	3590	18-Market Bucks and Gift Certificates	Paid by EFT # 59276		05/28/2024	05/28/2024	06/07/2024		06/07/2024	66.00
8923 - Sara McGaha	3599	18-Market Bucks and Gift Certificates	Paid by EFT # 59281		05/28/2024	05/28/2024	06/07/2024		06/07/2024	21.00
8640 - Moon Valley Farm LLC	3595	18-Market Bucks and Gift Certificates	Paid by EFT # 59292		05/28/2024	05/28/2024	06/07/2024		06/07/2024	36.00
5550 - Rajarajeswari Muthukrishnan	3592	18-Market Bucks and Gift Certificates	Paid by EFT # 59296		05/28/2024	05/28/2024	06/07/2024		06/07/2024	12.00
9293 - Poole Mill Produce	3581	18-Market Bucks and Gift Certificates	Paid by EFT # 59312		05/28/2024	05/28/2024	06/07/2024		06/07/2024	45.00
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	3596	18-Market Bucks	Paid by EFT # 59326		05/28/2024	05/28/2024	06/07/2024		06/07/2024	21.00
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	3609	18-Market Bucks and Gift Certificates	Paid by EFT # 59326		05/28/2024	05/28/2024	06/07/2024		06/07/2024	39.00
12422 - Kip Schlegel	3611	18-Market Bucks	Paid by EFT # 59327		05/28/2024	05/28/2024	06/07/2024		06/07/2024	18.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3605	18-Market Bucks and Gift Certificates	Paid by EFT # 59335		05/28/2024	05/28/2024	06/07/2024		06/07/2024	30.00
2496 - Galen Jay Stoll	3606	18-Market Bucks and Gift Certificates	Paid by Check # 78500		05/28/2024	05/28/2024	06/07/2024		06/07/2024	30.00
2496 - Galen Jay Stoll	3615	18-Market Bucks	Paid by Check # 78500		05/28/2024	05/28/2024	06/07/2024		06/07/2024	12.00
6623 - Twilight Dairy, LLC	3603	18-Market Bucks and Gift Certificates	Paid by EFT # 59359		05/28/2024	05/28/2024	06/07/2024		06/07/2024	183.00
3666 - Marie Wagler	3604	18-Market Bucks	Paid by EFT # 59368		05/28/2024	05/28/2024	06/07/2024		06/07/2024	21.00
5752 - Wild Alaska Salmon & Seafood, INC	3613	18-Market Bucks	Paid by EFT # 59373		05/28/2024	05/28/2024	06/07/2024		06/07/2024	12.00
6592 - Christopher Salem Willard	3580	18-Market Bucks	Paid by EFT # 59375		05/28/2024	05/28/2024	06/07/2024		06/07/2024	81.00
6592 - Christopher Salem Willard	3582	18-Market Bucks	Paid by EFT # 59375		05/28/2024	05/28/2024	06/07/2024		06/07/2024	9.00
Account 47240 - EBT Market Bucks Totals									Invoice Transactions 28	\$1,362.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1C9G-9RFD-1QL1	18-Heavy Duty Cart, covers, cable-Bloomington Farmers' Market	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	209.99



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	741376	18 Farmers' Market Hardware Supplies; sandpaper, gloves	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	11.78
8658 - Kleindorfer's Hardware LLC	780937	18 Farmers' Market Hardware Supplies; trash bags, stencils, stip	Paid by EFT # 59271		05/28/2024	05/28/2024	06/07/2024		06/07/2024	67.44
9148 - Office Easel LLC	107063A	18-Farmers Market 50th Anniversary table cover	Paid by EFT # 59302		05/28/2024	05/28/2024	06/07/2024		06/07/2024	207.14
Account 52420 - Other Supplies Totals							Invoice Transactions 4			\$496.35
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions 50			\$3,028.35
Program 186506 - Performing Art Series										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1C9G-9RFD-1QL1	18-Heavy Duty Cart, covers, cable-Bloomington Farmers' Market	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	221.91
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$221.91
Program 186506 - Performing Art Series Totals							Invoice Transactions 1			\$221.91
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
20105 - Brandon B Chambers	050824	18-2024 Adult Softball Umpire- Chambers 05/08/24	Paid by EFT # 59212		05/28/2024	05/28/2024	06/07/2024		06/07/2024	150.00
17565 - Michael B Hicks (Contractual)	051924	18-2024 Adult Softball Umpire 05/07/24, 05/09/24, 05/19/24	Paid by EFT # 59250		05/28/2024	05/28/2024	06/07/2024		06/07/2024	375.00
557 - Vicki Lynn Minder	051924	18-2024 Adult Softball Umpire 05/07/24, 05/08/24, 05/19/24	Paid by EFT # 59286		05/28/2024	05/28/2024	06/07/2024		06/07/2024	375.00
7410 - Michelle Riester	050724	18-2024 Adult Softball Umpire 05/07/24	Paid by EFT # 59318		05/28/2024	05/28/2024	06/07/2024		06/07/2024	150.00
6526 - Craig T Sparks	051924	18-2024 Adult Softball Umpire 05/19/24	Paid by EFT # 59339		05/28/2024	05/28/2024	06/07/2024		06/07/2024	100.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 5			\$1,150.00
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 5			\$1,150.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HCC-D4YP-DXFG	18-Books, Construction Paper, Paint, Paint Brushes for Banneker	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	9.73
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$9.73
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HCC-D4YP-DXFG	18-Books, Construction Paper, Paint, Paint Brushes for Banneker	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	128.23
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$128.23
Program 187500 - Banneker Totals									Invoice Transactions 2	\$137.96
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
Kate Grimes	2024-00000991	18-Refunds	Paid by Check # 78507		05/28/2024	05/28/2024	06/07/2024		06/07/2024	480.00
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$480.00
Program 189006 - Switchyard Property Totals									Invoice Transactions 1	\$480.00
Program 189503 - Urban Forestry										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	42498	18-2024 pool punch passes #500 & 2024 Tree Care Manual #250	Paid by EFT # 59173		05/28/2024	05/28/2024	06/07/2024		06/07/2024	866.85
Account 53310 - Printing Totals									Invoice Transactions 1	\$866.85
Program 189503 - Urban Forestry Totals									Invoice Transactions 1	\$866.85
Program G20010 - 2020 NRPA Nutrition Hub										
Account 52420 - Other Supplies										
2689 - Greendell Landscape Solutions, INC	0273654-IN	18- Woodchips for Banneker garden (included sales tax)	Paid by EFT # 59247		05/28/2024	05/28/2024	06/07/2024		06/07/2024	284.35
2689 - Greendell Landscape Solutions, INC	0273653-IN	18-Topsoil for Banneker Garden (included sales tax)	Paid by EFT # 59247		05/28/2024	05/28/2024	06/07/2024		06/07/2024	381.99
2689 - Greendell Landscape Solutions, INC	0275156-CM	18- Credit sales tax chgd Inv #0273654- IN-woodchips	Paid by EFT # 59247		05/28/2024	05/28/2024	06/07/2024		06/07/2024	(18.60)
2689 - Greendell Landscape Solutions, INC	0275155-CM	18-Credit Sales Tax Chgd Inv #0273653- IN-topsoil	Paid by EFT # 59247		05/28/2024	05/28/2024	06/07/2024		06/07/2024	(24.99)
Account 52420 - Other Supplies Totals									Invoice Transactions 4	\$622.75
Program G20010 - 2020 NRPA Nutrition Hub Totals									Invoice Transactions 4	\$622.75
Program G21015 - 2021-2024 Leonard Sp Nature Days										



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program G21015 - 2021-2024 Leonard Sp Nature Days										
Account 53990 - Other Services and Charges										
234 - Monroe County Community School Corporation (MCCSC)	1102	18- LSND Bus Transportation Fall 2023 (Clear Creek)-9/6/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	129.01
234 - Monroe County Community School Corporation (MCCSC)	1103	18- LSND Bus Transportation Fall 2023 (Unionville)-9/7/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	292.34
234 - Monroe County Community School Corporation (MCCSC)	1126	18- LSND Bus Transportation Fall 2023 (Summit)-9/21/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	122.84
234 - Monroe County Community School Corporation (MCCSC)	1119	18- LSND Bus Transportation Fall 2023 (Summit)-9/20/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	122.84
234 - Monroe County Community School Corporation (MCCSC)	1110	18- LSND Bus Transportation Fall 2023 (Fairview)-9/13/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	134.43
234 - Monroe County Community School Corporation (MCCSC)	1117	18- LSND Bus Transportation Fall 2023 (Arlington)-9/18/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	197.54
234 - Monroe County Community School Corporation (MCCSC)	1137	18- LSND Bus Transportation Fall 2023 (Templeton)-9/27/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	186.86
234 - Monroe County Community School Corporation (MCCSC)	1138	18- LSND Bus Transportation Fall 2023 (Highland)-9/27/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	180.37
234 - Monroe County Community School Corporation (MCCSC)	1250	18- LSND Bus Transportation Fall 2023 (Lakeview)-10/27/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	198.78
234 - Monroe County Community School Corporation (MCCSC)	1249	18- LSND Bus Transportation Fall 2023 (Lakeview)-10/26/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	198.78
234 - Monroe County Community School Corporation (MCCSC)	1246	18- LSND Bus Transportation Fall 2023 (Lakeview)-10/25/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	198.78



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program G21015 - 2021-2024 Leonard Sp Nature Days										
Account 53990 - Other Services and Charges										
234 - Monroe County Community School Corporation (MCCSC)	1215	18- LSND Bus Transportation Fall 2023 (Childs)-10/18/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	187.47
234 - Monroe County Community School Corporation (MCCSC)	1214	18- LSND Bus Transportation Fall 2023 (Childs)-10/17/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	187.47
234 - Monroe County Community School Corporation (MCCSC)	1203	18- LSND Bus Transportation Fall 2023 (Gradnview)-10/10/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	161.34
234 - Monroe County Community School Corporation (MCCSC)	1205	18- LSND Bus Transportation Fall 2023 (Grandview)-10/12/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	161.34
234 - Monroe County Community School Corporation (MCCSC)	1589	18- LSND Bus Transportation Spring 2024 (Binford)-4/10/24	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	184.60
234 - Monroe County Community School Corporation (MCCSC)	1588	18- LSND Bus Transportation Spring 2024 (Binford)-4/10/24	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	184.60
234 - Monroe County Community School Corporation (MCCSC)	1590	18- LSND Bus Transportation Spring 2024 (Binford)-4/10/24	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	184.60
Account 53990 - Other Services and Charges Totals							Invoice Transactions	18		<u>\$3,213.99</u>
Program G21015 - 2021-2024 Leonard Sp Nature Days Totals							Invoice Transactions	18		<u>\$3,213.99</u>
Program G23013 - 2023-24 21St Century Lear Ctr										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HCC-D4YP-DXFG	18-Books, Construction Paper, Paint, Paint Brushes for Banneker	Paid by EFT # 59179		05/28/2024	05/28/2024	06/07/2024		06/07/2024	839.42
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$839.42</u>
Program G23013 - 2023-24 21St Century Lear Ctr Totals							Invoice Transactions	1		<u>\$839.42</u>
Program G23014 - 2023-24 Griffy Nature Days										
Account 53990 - Other Services and Charges										
234 - Monroe County Community School Corporation (MCCSC)	1104	18- GLND Bus Transportation Fall 2023 (Fairview)-9/7/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	136.40
234 - Monroe County Community School Corporation (MCCSC)	1128	18- GLND Bus Transportation Fall 2023 (Summit)-9/22/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	151.61



Board of Park Commissioners Claim Register

Invoice Date Range 05/25/24 - 06/07/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program G23014 - 2023-24 Griffy Nature Days										
Account 53990 - Other Services and Charges										
234 - Monroe County Community School Corporation (MCCSC)	1118	18- GLND Bus Transportation Fall 2023 (Highland)-9/18/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	144.54
234 - Monroe County Community School Corporation (MCCSC)	1106	18- GLND Bus Transportation Fall 2023 (Fairview)-9/8/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	136.40
234 - Monroe County Community School Corporation (MCCSC)	1112	18- GLND Bus Transportation Fall 2023 (Arlington)-9/15/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	175.23
234 - Monroe County Community School Corporation (MCCSC)	1130	18- GLND Bus Transportation Fall 2023 (Summit)-9/25/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	151.61
234 - Monroe County Community School Corporation (MCCSC)	1231	18- GLND Bus Transportation Fall 2023 (Childs)-10/19/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	156.53
234 - Monroe County Community School Corporation (MCCSC)	1146	18- GLND Bus Transportation Fall 2023 (Lakeview)-9/29/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	231.73
234 - Monroe County Community School Corporation (MCCSC)	1145	18- GLND Bus Transportation Fall 2023 (Lakeview)-9/29/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	231.73
234 - Monroe County Community School Corporation (MCCSC)	1251	18- GLND Bus Transportation Fall 2023 (Templeton)-10/27/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	179.42
234 - Monroe County Community School Corporation (MCCSC)	1248	18- GLND Bus Transportation Fall 2023 (Templeton)-10/26/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	179.42
234 - Monroe County Community School Corporation (MCCSC)	1237	18- GLND Bus Transportation Fall 2023 (Childs)-10/23/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	156.53
234 - Monroe County Community School Corporation (MCCSC)	1166	18- GLND Bus Transportation Fall 2023 (Unionville)-10/2/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	158.80



Board of Park Commissioners Claim Register

Invoice Date Range 05/25/24 - 06/07/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program G23014 - 2023-24 Griffy Nature Days										
Account 53990 - Other Services and Charges										
234 - Monroe County Community School Corporation (MCCSC)	1265	18- GLND Bus Transportation Fall 2023 (Marlin)-11/2/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	174.21
234 - Monroe County Community School Corporation (MCCSC)	1274	18- GLND Bus Transportation Fall 2023 (Grandview)-11/3/23	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	220.10
234 - Monroe County Community School Corporation (MCCSC)	1531	18- GLND Bus Transportation Spring 2024 (Binford)-3/29/24	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	162.29
234 - Monroe County Community School Corporation (MCCSC)	1532	18- GLND Bus Transportation Spring 2024 (Binford)-3/29/24	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	162.29
234 - Monroe County Community School Corporation (MCCSC)	1533	18- GLND Bus Transportation Spring 2024 (Binford)-3/29/24	Paid by Check # 78495		05/28/2024	05/28/2024	06/07/2024		06/07/2024	162.29
Account 53990 - Other Services and Charges Totals							Invoice Transactions	18		\$3,071.13
Program G23014 - 2023-24 Griffy Nature Days Totals							Invoice Transactions	18		\$3,071.13
Department 18 - Parks & Recreation Totals							Invoice Transactions	163		\$40,230.89
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions	163		\$40,230.89
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
3444 - Rundell Ernstberger Associates, INC	2022-1663-18	18-Addendum-Gateway PH I Design-serv thru 04/30/24	Paid by EFT # 59322		05/28/2024	05/28/2024	06/07/2024		06/07/2024	6,370.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$6,370.00
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals							Invoice Transactions	1		\$6,370.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$6,370.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	1		\$6,370.00



Board of Park Commissioners Claim Register

Invoice Date Range 05/25/24 - 06/07/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 985 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
3663 - WSP USA, INC	40025134	07- 2nd St PBL-2nd Street Modern proj LPA 01/13/24-04/11/24	Paid by EFT # 59378		05/28/2024	05/28/2024	06/07/2024		06/07/2024	28,394.40
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$28,394.40
Program 180000 - Main Totals							Invoice Transactions	1		\$28,394.40
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$28,394.40
Fund 985 - Parks GO Bonds 2022 Totals							Invoice Transactions	1		\$28,394.40
Grand Totals							Invoice Transactions	275		\$248,364.17

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
06/07/24	Claims				\$248,364.17
					<u>\$248,364.17</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 \$248,364.17 6/7/2024

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/14/2024	Payroll				299,280.48
					<u>299,280.48</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 \$ 299,280.48

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 06/08/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2024 Dues	18- Parks Sam's Club Membership (11)	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	50.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$50.00
Account 53990 - Other Services and Charges										
4549 - Kroger Limited Partnership I	007537	18- Park Board Work Session - food & drinks	Paid by Check # 78547		06/11/2024	06/11/2024	06/21/2024		06/21/2024	56.81
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$56.81
Program 181000 - Administration Totals									Invoice Transactions 2	\$106.81
Program 181100 - Marketing										
Account 52420 - Other Supplies										
9148 - Office Easel LLC	107126A	18-Parks branded sidewalk chalk swag promotion #500	Paid by EFT # 59589		06/11/2024	06/11/2024	06/21/2024		06/21/2024	623.10
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$623.10
Account 53310 - Printing										
53125 - Mr. Copy, INC	37065	18-2023 Annual Report #9	Paid by EFT # 59578		06/11/2024	06/11/2024	06/21/2024		06/21/2024	109.35
2895 - Rapid Reproductions, INC	116492	18-OuterSpatial two sided yard signs #2	Paid by EFT # 59609		06/11/2024	06/11/2024	06/21/2024		06/21/2024	20.00
Account 53310 - Printing Totals									Invoice Transactions 2	\$129.35
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006451094	18-May 2024 display ads & classifieds	Paid by EFT # 59492		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,236.84
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12405116795	18-30-sec spots for 2024 50+ Expo on WTTS #16-5/5-5/7	Paid by EFT # 59622		06/11/2024	06/11/2024	06/21/2024		06/21/2024	622.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-12405116835	18-30-sec spots for 2024 50+ Expo WGCL #46-4/29-5/8	Paid by EFT # 59622		06/11/2024	06/11/2024	06/21/2024		06/21/2024	324.00
Account 53320 - Advertising Totals									Invoice Transactions 3	\$2,182.84
Program 181100 - Marketing Totals									Invoice Transactions 6	\$2,935.29
Program 182001 - Aquatics - Bryan Pool										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	780928	18-3 cans clear spray paint	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	23.97
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$23.97
Account 52420 - Other Supplies										
5942 - Anchor Industries, INC	INV-123853	18- Bryan Park and Mills Pools - Funbrella parts	Paid by EFT # 59414		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,551.00



Board of Park Commissioners Claim Register

Invoice Date Range 06/08/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	734422	18-10 keys, 2-push nuts	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	21.20
8658 - Kleindorfer's Hardware LLC	734432	18-marker, panel fasteners	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	10.99
8658 - Kleindorfer's Hardware LLC	741145	18-concrete bushing, box cover, GFCI Outlet, 20 Amp GFCI	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	142.53
Account 52420 - Other Supplies Totals								Invoice Transactions	4	\$1,725.72
Account 53160 - Instruction										
203 - INDIANA UNIVERSITY	94177624	18- Red Cross Basic Lifeguard Training Seasonal Staff (10)	Paid by Check # 78543		06/11/2024	06/11/2024	06/21/2024		06/21/2024	2,250.00
Account 53160 - Instruction Totals								Invoice Transactions	1	\$2,250.00
Account 53630 - Machinery and Equipment Repairs										
54255 - Spear Acquatics LLC	327015	18- Bryan Park Pool Startup *SA	Paid by EFT # 59636		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,950.00
Account 53630 - Machinery and Equipment Repairs Totals								Invoice Transactions	1	\$1,950.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2024 Dues	18- Parks Sam's Club Membership (11)	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	45.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$45.00
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	2405038719748 810	18-Online Scheduling /WhentoWork/Pool-Upgrade Account	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	110.00
3560 - First Financial Bank / Credit Cards	47099	18-Health Dept. Pool Permits Mills & Bryan Park	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	550.00
3560 - First Financial Bank / Credit Cards	47099 Conv Fee	18-Health Dept. Pool Permits Mills & Bryan Conv Fee	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	18.56
Account 53990 - Other Services and Charges Totals								Invoice Transactions	3	\$678.56
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions	11	\$6,673.25
Program 182002 - Aquatics - Mills Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10398770	18- AQ- CO2 orders - 5/13/24	Paid by EFT # 59521		06/11/2024	06/11/2024	06/21/2024		06/21/2024	459.36
177 - Indiana Oxygen Company, INC	10398769	18- AQ- CO2 orders - 5/13/24	Paid by EFT # 59521		06/11/2024	06/11/2024	06/21/2024		06/21/2024	711.59
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	2	\$1,170.95



Board of Park Commissioners Claim Register

Invoice Date Range 06/08/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	780917	18- MP Parts for CO2 feeder-teflon tape, timer, shark bite adp	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	27.96
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 1
										\$27.96
Account 52420 - Other Supplies										
5942 - Anchor Industries, INC	INV-123853	18- Bryan Park and Mills Pools - Funbrella parts	Paid by EFT # 59414		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,551.00
19275 - Aqua Pro Pool & Spa Specialists, INC	36684	18-AQ Test kits, pool brushes, leaf rakes, supplies for testing	Paid by EFT # 59417		06/11/2024	06/11/2024	06/21/2024		06/21/2024	229.94
19275 - Aqua Pro Pool & Spa Specialists, INC	36791	18-75" X 50' rope w/2 hooks	Paid by EFT # 59417		06/11/2024	06/11/2024	06/21/2024		06/21/2024	57.99
409 - Black Lumber Co. INC	573837	18- AQ tubing-Mills Pool	Paid by EFT # 59432		06/11/2024	06/11/2024	06/21/2024		06/21/2024	8.95
Account 52420 - Other Supplies Totals										Invoice Transactions 4
										\$1,847.88
Account 53510 - Electrical Services										
223 - Duke Energy	061224-ParksDuke	18- April/May Electric Charges 2024	Paid by Check # 78521		06/12/2024	06/12/2024	06/12/2024		06/12/2024	22.31
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$22.31
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52408489-060624	18-Natural Gas Mills - 05/02/24-06/03/24	Paid by Check # 78522		06/12/2024	06/12/2024	06/12/2024		06/12/2024	611.80
Account 53540 - Natural Gas Totals										Invoice Transactions 1
										\$611.80
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	47099	18-Health Dept. Pool Permits Mills & Bryan Park	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	275.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$275.00
Program 183500 - Golf Services										Invoice Transactions 10
Account 52420 - Other Supplies										\$3,955.90
3958 - Kenney Machinery LLC	X47418	18 - Cascades Spindle assembly for mower	Paid by EFT # 59539		06/11/2024	06/11/2024	06/21/2024		06/21/2024	411.93
476 - Southern Indiana Parts, INC (Napa Auto Parts)	579366	18 - Cascades Gloves for Maint.	Paid by EFT # 59633		06/11/2024	06/11/2024	06/21/2024		06/21/2024	15.98
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$427.91



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54625513-060624	18-Natural Gas Golf - 05/02/24-06/03/24	Paid by Check # 78522		06/12/2024	06/12/2024	06/12/2024		06/12/2024	23.97
Account 53540 - Natural Gas Totals Invoice Transactions 1										\$23.97
Account 53730 - Machinery and Equipment Rental										
821 - Links Aerification Plus, LLC	125	18 - Cascades Deep Tine Aerification of Greens	Paid by EFT # 59553		06/11/2024	06/11/2024	06/21/2024		06/21/2024	3,500.00
Account 53730 - Machinery and Equipment Rental Totals Invoice Transactions 1										\$3,500.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2024 Dues	18- Parks Sam's Club Membership (11)	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	90.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1										\$90.00
Program 183500 - Golf Services Totals Invoice Transactions 5										\$4,041.88
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	575180	18-hardware	Paid by EFT # 59432		06/11/2024	06/11/2024	06/21/2024		06/21/2024	4.52
334 - Irving Materials, INC	11416249	18- Cement Pad for Wapehani Portalet	Paid by EFT # 59530		06/11/2024	06/11/2024	06/21/2024		06/21/2024	381.50
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2										\$386.02
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	574425	18-gas & oil mix, trimmer line	Paid by EFT # 59432		06/11/2024	06/11/2024	06/21/2024		06/21/2024	60.97
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 1										\$60.97
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	00856	18-Walmart-May 2024-Griffy Boathouse Supplies	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	101.75
4489 - J.L. Waters & Company, INC	6012024	18- Aluminum SUP Paddle & NRS SUP Paddle	Paid by Check # 78544		06/11/2024	06/11/2024	06/21/2024		06/21/2024	249.90
4574 - John Deere Financial f.s.b. (Rural King)	248706	18-(2) Headlamps, LED Lantern, Flex Light, & Towels (Boathouse)	Paid by Check # 78545		06/11/2024	06/11/2024	06/21/2024		06/21/2024	59.45
Account 52420 - Other Supplies Totals Invoice Transactions 3										\$411.10



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Invoice Date Range 06/08/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	01810	18- Dues/Swift Environmental Education Assoc. IN	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	30.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$30.00
								Program 184000 - Natural Resources Totals	Invoice Transactions 7	\$888.09
Program 184500 - Youth Services -Juke Box										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2024 Dues	18- Parks Sam's Club Membership (11)	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	45.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$45.00
								Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	\$45.00
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	2897507	18 -18 mm Laminated Labeling Tape for Community Events	Paid by EFT # 59590		06/11/2024	06/11/2024	06/21/2024		06/21/2024	40.89
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$40.89
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2024 Dues	18- Parks Sam's Club Membership (11)	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	90.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$90.00
Account 53990 - Other Services and Charges										
5153 - Ross E Eiler	0012751	18-Peoples Park Concert Hummingbird & the Beating Hearts- 5/23	Paid by EFT # 59480		06/11/2024	06/11/2024	06/21/2024		06/21/2024	175.00
8847 - Emma Richards	105 053024	18-Peoples Park Concert- Emma Richards 5-30-24	Paid by EFT # 59616		06/11/2024	06/11/2024	06/21/2024		06/21/2024	125.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$300.00
								Program 186500 - Community Events Totals	Invoice Transactions 4	\$430.89
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
7125 - Luke Rhodes (White River Ag)	20833	18- Cover crops for community garden	Paid by EFT # 59613		06/11/2024	06/11/2024	06/21/2024		06/21/2024	52.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$52.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 186502 - Community Events-Gardens										
Account 53990 - Other Services and Charges										
52226 - Hoosier Transfer Station-3140	3140-000023095	18-Infested green waste to landfill-5/9/24	Paid by EFT # 59514		06/11/2024	06/11/2024	06/21/2024		06/21/2024	87.05
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$87.05
Program 186502 - Community Events-Gardens Totals							Invoice Transactions	2		\$139.05
Program 186503 - Community Events-Farmers' Market										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
9135 - Austin Hochstetler (ZEC Eight Insights LLC)	1262	18- Farmers' Market Consultation Fee 5/27/24	Paid by EFT # 59511		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,875.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions	1		\$1,875.00
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions	1		\$1,875.00
Program 187001 - Adult Sports-Softball										
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	252538	18-two 55 gallon trash barrels - Winslow	Paid by Check # 78545		06/11/2024	06/11/2024	06/21/2024		06/21/2024	59.98
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions	1		\$59.98
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	795588	18- TLSP 2024- Tent Stakes (2)	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	11.98
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$11.98
Account 53510 - Electrical Services										
223 - Duke Energy	061224-ParksDuke	18- April/May Electric Charges 2024	Paid by Check # 78521		06/12/2024	06/12/2024	06/12/2024		06/12/2024	93.67
Account 53510 - Electrical Services Totals							Invoice Transactions	1		\$93.67
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2024 Dues	18- Parks Sam's Club Membership (11)	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	45.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$45.00
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions	4		\$210.63
Program 187202 - Youth Sports-Winslow										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	741271	18-key made, key ring, bungee cord	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	42.95
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions	1		\$42.95



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	061224-ParksDuke	18- April/May Electric Charges 2024	Paid by Check # 78521		06/12/2024	06/12/2024	06/12/2024		06/12/2024	11.69
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$11.69
Program 187202 - Youth Sports-Winslow Totals								Invoice Transactions	2	\$54.64
Program 187500 - Banneker										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	086891	18- Banneker Camp supplies - snacks 5-31-24	Paid by Check # 78547		06/11/2024	06/11/2024	06/21/2024		06/21/2024	133.86
5819 - Synchrony Bank	2208	18- Banneker Camp supplies 5/31/24	Paid by Check # 78557		06/11/2024	06/11/2024	06/21/2024		06/21/2024	357.65
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$491.51
Account 53140 - Exterminator Services										
9254 - Rentokil North American INC (Terminix Commercial)	445171516	18- Green Pest Control at Banneker - 4/1/24	Paid by Check # 78551		06/11/2024	06/11/2024	06/21/2024		06/21/2024	78.00
Account 53140 - Exterminator Services Totals								Invoice Transactions	1	\$78.00
Account 53510 - Electrical Services										
223 - Duke Energy	061224-ParksDuke	18- April/May Electric Charges 2024	Paid by Check # 78521		06/12/2024	06/12/2024	06/12/2024		06/12/2024	661.79
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$661.79
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50745006-060624	18-Natural Gas Banneker - 05/02/24-06/03/24	Paid by Check # 78522		06/12/2024	06/12/2024	06/12/2024		06/12/2024	49.29
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$49.29
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2024 Dues	18- Parks Sam's Club Membership (11)	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	45.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$45.00
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6453	18- Banneker Cleaning Service - May 2024	Paid by EFT # 59477		06/11/2024	06/11/2024	06/21/2024		06/21/2024	310.00
204 - State Of Indiana	6978378	18-State Police Background Checks for 40 seasonal employees	Paid by Check # 78556		06/11/2024	06/11/2024	06/21/2024		06/21/2024	225.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$535.00
Program 187500 - Banneker Totals								Invoice Transactions	8	\$1,860.59



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 188001 - Inclusive Recreation										
Account 53910 - Dues and Subscriptions										
1101 - National Council For Therapeutic Recreation- NCTRC	23917	18-Recertification for Inclusive Recreation Coordinator/Shrake	Paid by Check # 78549		06/11/2024	06/11/2024	06/21/2024		06/21/2024	110.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		<u>\$110.00</u>
Program 188001 - Inclusive Recreation Totals								Invoice Transactions 1		<u>\$110.00</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM235090	18-batteries, gloves, OFF, caution tape, disinfectant, ointment,	Paid by EFT # 59488		06/11/2024	06/11/2024	06/21/2024		06/21/2024	540.25
4574 - John Deere Financial f.s.b. (Rural King)	250261	18-2 gallon sprayer, spray paint, long handle brush, rake, broom	Paid by Check # 78545		06/11/2024	06/11/2024	06/21/2024		06/21/2024	163.30
8658 - Kleindorfer's Hardware LLC	741474	18-3 bx spray primer, 5 toilet brushes, gloves	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	127.39
4626 - Rhomar Industries, INC	106304	18-OPS 3 doz. 12 qt bottles of Bac-Attack, bathroom disinfectan	Paid by EFT # 59614		06/11/2024	06/11/2024	06/21/2024		06/21/2024	686.26
Account 52210 - Institutional Supplies Totals								Invoice Transactions 4		<u>\$1,517.20</u>
Account 52310 - Building Materials and Supplies										
365 - Rogers Group, INC	0713015291	18-OPS -stone Bryan Park-#53 stone	Paid by EFT # 59619		06/11/2024	06/11/2024	06/21/2024		06/21/2024	159.00
365 - Rogers Group, INC	0713015292	18-OPS stone - Lower Cascades-#11 stone	Paid by EFT # 59619		06/11/2024	06/11/2024	06/21/2024		06/21/2024	39.75
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions 2		<u>\$198.75</u>
Account 52340 - Other Repairs and Maintenance										
50594 - Barry Company, INC	101729	18-plain end pipe, 2: expansion PVC, PVC cement, PVC primer	Paid by EFT # 59428		06/11/2024	06/11/2024	06/21/2024		06/21/2024	66.07
8658 - Kleindorfer's Hardware LLC	795109	18-drain king, Liquid Fire	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	50.48
8658 - Kleindorfer's Hardware LLC	795990	18-paint, roller frames and roller covers	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	86.23
355 - South Central GWB Company, INC	7144452	18-OPS Ventilation pump for Miller Showers Park waterfall	Paid by EFT # 59632		06/11/2024	06/11/2024	06/21/2024		06/21/2024	72.33
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions 4		<u>\$275.11</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
4680 - Central Indiana Hardware Co., INC	7356882	18-OPS Restocking replacement BEST keys (32)	Paid by EFT # 59453		06/11/2024	06/11/2024	06/21/2024		06/21/2024	266.08
313 - Fastenal Company	INBLM235090	18-batteries, gloves, OFF, caution tape, disinfectant, ointment, 18-utility knife, brooms, pail poly 10 qt, bucket	Paid by EFT # 59488		06/11/2024	06/11/2024	06/21/2024		06/21/2024	249.94
4574 - John Deere Financial f.s.b. (Rural King)	248169	18-utility knife, brooms, pail poly 10 qt, bucket	Paid by Check # 78545		06/11/2024	06/11/2024	06/21/2024		06/21/2024	36.25
8658 - Kleindorfer's Hardware LLC	792061	18-garden hose	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	34.99
8658 - Kleindorfer's Hardware LLC	795057	18-paint marker, 7/16 nut	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	4.48
3892 - Midwest Color Printing, INC	INV-20746	18-OPS Business cards for Amy Leyenbeck (250)	Paid by EFT # 59567		06/11/2024	06/11/2024	06/21/2024		06/21/2024	69.58
Account 52420 - Other Supplies Totals									Invoice Transactions 6	\$661.32
Account 53130 - Medical										
231 - IU Health OCC Health Services	00157810-00	18-OPS DS DOT 5 Panel Screen M Hollingsworth-5/14/24	Paid by EFT # 59531		06/11/2024	06/11/2024	06/21/2024		06/21/2024	50.00
Account 53130 - Medical Totals									Invoice Transactions 1	\$50.00
Account 53510 - Electrical Services										
223 - Duke Energy	061224-ParksDuke	18- April/May Electric Charges 2024	Paid by Check # 78521		06/12/2024	06/12/2024	06/12/2024		06/12/2024	197.99
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$197.99
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52409732-060524	18-Natural Gas Ops - 04/30/24-05/31/24	Paid by Check # 78522		06/12/2024	06/12/2024	06/12/2024		06/12/2024	21.37
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$21.37
Account 53650 - Other Repairs										
1537 - Indiana Door & Hardware Specialties, INC	1922AA	18-OPS Replaced deadbolt at lower Cascades playground restroom	Paid by Check # 78539		06/11/2024	06/11/2024	06/21/2024		06/21/2024	225.00
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$225.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2024 Dues	18- Parks Sam's Club Membership (11)	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	45.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$45.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3263363	18-Floor mat services @ Ops Ctr - 5/29/24	Paid by EFT # 59602		06/11/2024	06/11/2024	06/21/2024		06/21/2024	28.26
53657 - Plymate, INC	3263362	18-Floor mat services @ OPS Office 5/29/24	Paid by EFT # 59602		06/11/2024	06/11/2024	06/21/2024		06/21/2024	25.52
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 2	\$53.78
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PMaint0424	18-OPS Parks Maintenance Contracted Serv-April 2024	Paid by EFT # 59452		06/11/2024	06/11/2024	06/21/2024		06/21/2024	6,756.69
9300 - Huston Electric Holding CORP (Cassady Electric)	W10139	18-OPS Repair work to Lights on B-Line trail- 5/6/24	Paid by EFT # 59517		06/11/2024	06/11/2024	06/21/2024		06/21/2024	3,277.46
19741 - Mader Design, LLC	1875	18-Landscape design services for Building Trades Park - 5/31/24	Paid by EFT # 59558		06/11/2024	06/11/2024	06/21/2024		06/21/2024	2,000.00
6330 - Marshall Security LLC	3402	18-OPS Security Services - B-Line & Parks May 2024	Paid by EFT # 59559		06/11/2024	06/11/2024	06/21/2024		06/21/2024	20,298.72
Account 53990 - Other Services and Charges Totals									Invoice Transactions 4	\$32,332.87
Program 189000 - Operations Totals									Invoice Transactions 27	\$35,578.39
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I359717	18- SYP First Aid Supplies & Restroom Tissue	Paid by Check # 78537		06/11/2024	06/11/2024	06/21/2024		06/21/2024	616.27
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$616.27
Account 52220 - Agricultural Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	36806	18- SYP-20 1 gal Sodium Hypochlorite for Spray Pad	Paid by EFT # 59417		06/11/2024	06/11/2024	06/21/2024		06/21/2024	179.80
19275 - Aqua Pro Pool & Spa Specialists, INC	36869	18- SYP (1) 55 GAL drum sodium hypochlorite for spray pad	Paid by EFT # 59417		06/11/2024	06/11/2024	06/21/2024		06/21/2024	550.99
177 - Indiana Oxygen Company, INC	10410463	18- SYP CO2 Tank Rentals 5/31/24	Paid by EFT # 59521		06/11/2024	06/11/2024	06/21/2024		06/21/2024	147.90
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 3	\$878.69



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	204446	18 -SYP Bathroom Items (toilet bowl brushes, cleaner)	Paid by Check # 78545		06/11/2024	06/11/2024	06/21/2024		06/21/2024	20.96
8658 - Kleindorfer's Hardware LLC	795308	18 -SYP 8/32 bolts and lock nuts	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	2.88
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$23.84
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	741167	18 SYP Propane Exchange, pvc cap, teflon tape, 1/2" elbow and ma	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	45.84
6530 - Office Depot, INC	358744139001	18 -SYP Toners - 7	Paid by EFT # 59588		06/11/2024	06/11/2024	06/21/2024		06/21/2024	622.58
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$668.42
Account 53510 - Electrical Services										
223 - Duke Energy	061224-ParksDuke	18- April/May Electric Charges 2024	Paid by Check # 78521		06/12/2024	06/12/2024	06/12/2024		06/12/2024	1,917.63
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$1,917.63
Account 53610 - Building Repairs										
5187 - Green Dragon Lawn Care, INC	3895	18- SYP Mowing Contract 5/1-5/29-5 mow/trim	Paid by EFT # 59499		06/11/2024	06/11/2024	06/21/2024		06/21/2024	4,950.00
8195 - Space Management Installations, INC	5932	18- SYP Pavilion Garage Door Repairs	Paid by EFT # 59634		06/11/2024	06/11/2024	06/21/2024		06/21/2024	800.00
Account 53610 - Building Repairs Totals									Invoice Transactions 2	\$5,750.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2024 Dues	18- Parks Sam's Club Membership (11)	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	45.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$45.00
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003409805	18- SYP 8 Yard Dumpster - May 2024	Paid by EFT # 59400		06/12/2024	06/12/2024	06/12/2024		06/12/2024	278.28
Account 53950 - Landfill Totals									Invoice Transactions 1	\$278.28
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	3403	18-SYP Security Services - May 2024	Paid by EFT # 59559		06/11/2024	06/11/2024	06/21/2024		06/21/2024	10,149.36
5534 - Presidio Holdings, INC	6011822905470	18- SYP field service for Air Media	Paid by EFT # 59606		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,840.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$11,989.36
Program 189006 - Switchyard Property Totals									Invoice Transactions 15	\$22,167.49



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Urban Greenspace										
Account 52220 - Agricultural Supplies										
8658 - Kleindorfer's Hardware LLC	741047	18-6 bales of straw	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	42.00
8658 - Kleindorfer's Hardware LLC	741308	18-wasp spray	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	9.49
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 2	\$51.49
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM235277	18 - UGS 20 36" trash pickers	Paid by EFT # 59488		06/11/2024	06/11/2024	06/21/2024		06/21/2024	329.00
3560 - First Financial Bank / Credit Cards	121603354593	18-May/Stewardship Network/Repurposed Work Gloves-shipping	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	58.00
8658 - Kleindorfer's Hardware LLC	791239	18-propane exchange	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	18.99
8658 - Kleindorfer's Hardware LLC	734475	18 - UGS 125 4' rebar fence posts (125)	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	311.25
8658 - Kleindorfer's Hardware LLC	795664	18-two spray bottles	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	3.98
11693 - The Award Center, INC	62425	18 - UGS namebadge for Outreach Specialist Lilly Maddy	Paid by EFT # 59654		06/11/2024	06/11/2024	06/21/2024		06/21/2024	27.00
Account 52420 - Other Supplies Totals									Invoice Transactions 6	\$748.22
Account 53130 - Medical										
231 - IU Health OCC Health Services	00157812-00	18-OPS Admin Toxoid and Vaccine Hep B-J Ross-5/1/24	Paid by EFT # 59531		06/11/2024	06/11/2024	06/21/2024		06/21/2024	130.00
231 - IU Health OCC Health Services	00158084-00	18-UGS Hep B vaccine 2nd dose+admin toxoid-B Shearer-5/16/24	Paid by EFT # 59531		06/11/2024	06/11/2024	06/21/2024		06/21/2024	130.00
Account 53130 - Medical Totals									Invoice Transactions 2	\$260.00
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	9628218059	18-Invasive Species Conference 10 Staff-6/13/24-Brown Co St Pk	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	450.00
3560 - First Financial Bank / Credit Cards	9628327759	18-Invasive Species Conference 2 Staff-6/13/24-Brown Co St Pk	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	90.00
Account 53160 - Instruction Totals									Invoice Transactions 2	\$540.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Urban Greenspace										
Account 53990 - Other Services and Charges										
121 - Eco Logic, LLC	5622	18 - UGS vegetation mgmt services at SYP Spring/Summer 2024	Paid by EFT # 59478		06/11/2024	06/11/2024	06/21/2024		06/21/2024	12,161.32
121 - Eco Logic, LLC	5623	18 - UGS prairie maintenance at Rogers Family Park - May/June 24	Paid by EFT # 59478		06/11/2024	06/11/2024	06/21/2024		06/21/2024	2,208.63
121 - Eco Logic, LLC	5637	18 - UGS vegetation mgmt services/Miller Showers- 5/23/24-6/1/24	Paid by EFT # 59478		06/11/2024	06/11/2024	06/21/2024		06/21/2024	5,000.00
5187 - Green Dragon Lawn Care, INC	3888	18 - UGS contractual mowing services at 20 locations-May 2024	Paid by EFT # 59499		06/11/2024	06/11/2024	06/21/2024		06/21/2024	16,395.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 4		<u>\$35,764.95</u>	
Program 189500 - Urban Greenspace Totals							Invoice Transactions 16		<u>\$37,364.66</u>	
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
651 - Engraving & Stamp Center, INC	46629	18-OPS Rose Hill Time Capsule engraving	Paid by EFT # 59484		06/11/2024	06/11/2024	06/21/2024		06/21/2024	16.61
Account 52420 - Other Supplies Totals							Invoice Transactions 1		<u>\$16.61</u>	
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54628249-060624	18-Natural Gas Rosehill 1 - 05/02/24-06/03/24	Paid by Check # 78522		06/12/2024	06/12/2024	06/12/2024		06/12/2024	17.98
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50190557-060624	18-Natural Gas Rose Hill 2 05/02-06/03/24	Paid by Check # 78522		06/12/2024	06/12/2024	06/12/2024		06/12/2024	19.55
Account 53540 - Natural Gas Totals							Invoice Transactions 2		<u>\$37.53</u>	
Program 189501 - Cemeteries Totals							Invoice Transactions 3		<u>\$54.14</u>	
Program 189503 - Urban Forestry										
Account 52220 - Agricultural Supplies										
245 - Brehob Nursery, INC	SI-84933	18-Urban Forestry - 3 Ohio Buckeye	Paid by Check # 78524		06/11/2024	06/11/2024	06/21/2024		06/21/2024	330.00
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1		<u>\$330.00</u>	
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	CI24008451	18-Urban Forestry -18 oz gas can bottles (2)	Paid by EFT # 59406		06/11/2024	06/11/2024	06/21/2024		06/21/2024	38.46
4574 - John Deere Financial f.s.b. (Rural King)	248205	18-steel toed rubber boots - size 9	Paid by Check # 78545		06/11/2024	06/11/2024	06/21/2024		06/21/2024	89.98
Account 52420 - Other Supplies Totals							Invoice Transactions 2		<u>\$128.44</u>	



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53130 - Medical										
231 - IU Health OCC Health Services	00157809-00	18-OPS DOT Breath alcohol R Grubb-5/14/24	Paid by EFT # 59531		06/11/2024	06/11/2024	06/21/2024		06/21/2024	50.00
					Account 53130 - Medical Totals			Invoice Transactions 1		<u>\$50.00</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	42648	18-Summer Kids Kraze (additional request 390)	Paid by EFT # 59405		06/11/2024	06/11/2024	06/21/2024		06/21/2024	136.50
					Account 53310 - Printing Totals			Invoice Transactions 1		<u>\$136.50</u>
Account 53990 - Other Services and Charges										
3735 - Bluestone Tree, INC.	14830	18-Tree Removal no cleanup- 2713 E Rock Creek Ct.	Paid by EFT # 59439		06/11/2024	06/11/2024	06/21/2024		06/21/2024	2,675.00
					Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		<u>\$2,675.00</u>
					Program 189503 - Urban Forestry Totals			Invoice Transactions 6		<u>\$3,319.94</u>
					Department 18 - Parks & Recreation Totals			Invoice Transactions 131		<u>\$121,811.64</u>
					Fund 200 - Parks and Recreation Gen (S1301) Totals			Invoice Transactions 131		<u>\$121,811.64</u>
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53990 - Other Services and Charges										
4549 - Kroger Limited Partnership I	000000 060324	18-sales tax refund- #007537	Paid by Check # 78547		06/11/2024	06/11/2024	06/21/2024		06/21/2024	(.70)
204 - State Of Indiana	6978378	18-State Police Background Checks for 40 seasonal employees	Paid by Check # 78556		06/11/2024	06/11/2024	06/21/2024		06/21/2024	15.00
					Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		<u>\$14.30</u>
					Program 181000 - Administration Totals			Invoice Transactions 2		<u>\$14.30</u>
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
4504 - American National Red Cross	22692504	18 - CPR Instruction - 12 participants	Paid by EFT # 59413		06/11/2024	06/11/2024	06/21/2024		06/21/2024	456.00
					Account 52420 - Other Supplies Totals			Invoice Transactions 1		<u>\$456.00</u>
Account 53940 - Temporary Contractual Employee										
7136 - Yolanda O Dunderdale	052824	18 - SYP Fitness - 5-28-24	Paid by EFT # 59473		06/11/2024	06/11/2024	06/21/2024		06/21/2024	37.50
8156 - Jennifer Marie Weiss	060324	18 - Switchyard Park Fitness Instruction 6/3/24	Paid by EFT # 59673		06/11/2024	06/11/2024	06/21/2024		06/21/2024	37.50



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7960 - Lauren Wilson (Elae Entertainment Group LLC)	060424	18 - SYP Fitness 6/4/24	Paid by EFT # 59680		06/11/2024	06/11/2024	06/21/2024		06/21/2024	37.50
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	3	\$112.50
Program 181001 - Health & Wellness Totals								Invoice Transactions	4	\$568.50
Program 181100 - Marketing										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	INV-5833	18-Drone Pilot Certification- C Poer	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	159.00
Account 53160 - Instruction Totals								Invoice Transactions	1	\$159.00
Program 181100 - Marketing Totals								Invoice Transactions	1	\$159.00
Program 182006 - Aquatics - Pool Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	183463	18-Aquatics - Concessions goods; candy bars, ice cream, nachos	Paid by EFT # 59495		06/11/2024	06/11/2024	06/21/2024		06/21/2024	2,079.40
8155 - PepsiCo Beverage Sales, LLC	82124908	18-Aquatics - beverage concessions-5/23/24	Paid by EFT # 59597		06/11/2024	06/11/2024	06/21/2024		06/21/2024	2,385.56
5819 - Synchrony Bank	8537 052124	18 - Aquatics - Concessions goods - 5/21/24	Paid by Check # 78557		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,622.20
5819 - Synchrony Bank	1917 5-29-24	18 - Aquatics - Concessions goods - 5/29/24	Paid by Check # 78557		06/11/2024	06/11/2024	06/21/2024		06/21/2024	656.62
5819 - Synchrony Bank	1131 05-24-24	18 - Aquatics - Concessions goods - 5/24/24	Paid by Check # 78557		06/11/2024	06/11/2024	06/21/2024		06/21/2024	54.74
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	5	\$6,798.52
Program 182006 - Aquatics - Pool Concessions Totals								Invoice Transactions	5	\$6,798.52
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
205 - City Of Bloomington	361710	18-Cascades Beer - Best Beets 5-31-2024	Paid by Check # 78527		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,647.00
5819 - Synchrony Bank	5238	18-Snack bar items - Cascades Golf Course 5/24/24	Paid by Check # 78557		06/11/2024	06/11/2024	06/21/2024		06/21/2024	126.53



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	1148	18-Snack bar items - Cascades Golf Course 5 -31-24	Paid by Check # 78557		06/11/2024	06/11/2024	06/21/2024		06/21/2024	592.50
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	3	\$2,366.03
Program 183500 - Golf Services Totals								Invoice Transactions	3	\$2,366.03
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	918189695	18-golf balls	Paid by Check # 78523		06/11/2024	06/11/2024	06/21/2024		06/21/2024	752.60
4072 - Acushnet Company	918176316	18-putter	Paid by Check # 78523		06/11/2024	06/11/2024	06/21/2024		06/21/2024	297.50
3978 - J & M Golf, INC	0701399-IN	18 - Cascades Tees, Club Brushes	Paid by EFT # 59533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	386.47
53619 - Ping, INC	17596794	18-Irons Set	Paid by EFT # 59600		06/11/2024	06/11/2024	06/21/2024		06/21/2024	765.25
53619 - Ping, INC	17600520	18-Irons	Paid by EFT # 59600		06/11/2024	06/11/2024	06/21/2024		06/21/2024	171.66
53619 - Ping, INC	17612157	18-Iron-chrome wedge	Paid by EFT # 59600		06/11/2024	06/11/2024	06/21/2024		06/21/2024	124.16
53619 - Ping, INC	17608432	18-hats (3) and towels (12)	Paid by EFT # 59600		06/11/2024	06/11/2024	06/21/2024		06/21/2024	170.40
53619 - Ping, INC	17603797	18-club-#3 with cover	Paid by EFT # 59600		06/11/2024	06/11/2024	06/21/2024		06/21/2024	201.87
53619 - Ping, INC	17603799	18-club-360 tour velvet-with cover	Paid by EFT # 59600		06/11/2024	06/11/2024	06/21/2024		06/21/2024	197.31
53619 - Ping, INC	17612163	18-2 golf bags	Paid by EFT # 59600		06/11/2024	06/11/2024	06/21/2024		06/21/2024	226.00
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	10	\$3,293.22
Program 183501 - Golf Course - Pro Shop Totals								Invoice Transactions	10	\$3,293.22
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	1003771	18-Glide Paddleboard- 10'6"- Griffy Boathouse	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	999.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$999.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53230 - Travel										
7284 - Rebecca Swift	IWLA-3.2024	18-mileage reimb-IN Watershed Leadership-Plymouth-3/26-3/28	Paid by EFT # 59648		06/11/2024	06/11/2024	06/21/2024		06/21/2024	243.88
Account 53230 - Travel Totals									Invoice Transactions 1	\$243.88
Account 53990 - Other Services and Charges										
50335 - Aquatic Control, INC	241778	18- Invasive EMW Treatment in Griffy Lake (LARE)	Paid by EFT # 59418		06/11/2024	06/11/2024	06/21/2024		06/21/2024	2,666.70
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$2,666.70
Program 184000 - Natural Resources Totals									Invoice Transactions 3	\$3,909.58
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
6186 - Rachel Beyer (Mavourneen Farm)	5-30-24 AJB	18-Plants for Kid City Garden-11 pots	Paid by EFT # 59430		06/11/2024	06/11/2024	06/21/2024		06/21/2024	49.50
4549 - Kroger Limited Partnership I	088046	18-Kid City Snacks 6-6 -2024	Paid by Check # 78547		06/11/2024	06/11/2024	06/21/2024		06/21/2024	66.02
5819 - Synchrony Bank	3615	18-Kid City Snacks and Activity Supplies 5/30/24	Paid by Check # 78557		06/11/2024	06/11/2024	06/21/2024		06/21/2024	223.84
5819 - Synchrony Bank	1080	18-Kid City Snacks and Supplies - 6/6/24	Paid by Check # 78557		06/11/2024	06/11/2024	06/21/2024		06/21/2024	334.06
Account 52420 - Other Supplies Totals									Invoice Transactions 4	\$673.42
Account 52430 - Uniforms and Tools										
5757 - Nite Owl Promotions, INC	12734	18-Kid City Counselor in training t-shirts (28)	Paid by EFT # 59585		06/11/2024	06/11/2024	06/21/2024		06/21/2024	364.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$364.00
Account 53990 - Other Services and Charges										
204 - State Of Indiana	6978378	18-State Police Background Checks for 40 seasonal employees	Paid by Check # 78556		06/11/2024	06/11/2024	06/21/2024		06/21/2024	330.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$330.00
Program 184501 - Youth Services-Kid City Camps Totals									Invoice Transactions 6	\$1,367.42
Program 185000 - Twin Lakes Recreation Center										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52765623-060524	18-Natural Gas TLRC - 04/30/24-05/31/24	Paid by Check # 78522		06/12/2024	06/12/2024	06/12/2024		06/12/2024	177.97
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$177.97



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00674021	18 - TLRC Alarm Communicator Upgrade	Paid by EFT # 59545		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,266.35
53657 - Plymate, INC	3264921	18 - TLRC Entry Mats 6-5-2024	Paid by EFT # 59602		06/11/2024	06/11/2024	06/21/2024		06/21/2024	82.38
Account 53610 - Building Repairs Totals									Invoice Transactions 2	\$1,348.73
Account 53630 - Machinery and Equipment Repairs										
298 - Commercial Service Of Bloomington, INC	S269006	18 - TLRC HVAC Repairs to Unit 5-5/10/24	Paid by EFT # 59459		06/11/2024	06/11/2024	06/21/2024		06/21/2024	133.00
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	\$133.00
Account 53650 - Other Repairs										
7467 - Oracle Elevator Holdco, INC	SIN271473	18 - TLRC Elevator Maintenance Agreement - 6/1/24-5/31/25	Paid by EFT # 59591		06/11/2024	06/11/2024	06/21/2024		06/21/2024	983.87
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$983.87
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	2024 Dues	18- Parks Sam's Club Membership (11)	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	45.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$45.00
Program 185000 - Twin Lakes Recreation Center Totals									Invoice Transactions 6	\$2,688.57
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	060624	18-TLRC Fitness Specialist	Paid by EFT # 59426		06/11/2024	06/11/2024	06/21/2024		06/21/2024	218.75
7276 - Kaitlyn Clementi	060324	18-TLRC Fitness Specialist	Paid by EFT # 59457		06/11/2024	06/11/2024	06/21/2024		06/21/2024	255.00
9124 - Karin B Coopersmith	060624	18-TLRC Fitness Specialist	Paid by EFT # 59461		06/11/2024	06/11/2024	06/21/2024		06/21/2024	93.75
8376 - Neumiro Dasilva	053024	18-TLRC Fitness Specialist	Paid by EFT # 59467		06/11/2024	06/11/2024	06/21/2024		06/21/2024	31.25
8370 - Alice M Day	052824	18-TLRC Fitness Specialist	Paid by EFT # 59469		06/11/2024	06/11/2024	06/21/2024		06/21/2024	93.75
13007 - Valeria A Decastro	050724	18-TLRC Fitness Specialist	Paid by EFT # 59470		06/11/2024	06/11/2024	06/21/2024		06/21/2024	70.00
5274 - Catherine T Gossett	060624	18-TLRC Fitness Specialist	Paid by EFT # 59497		06/11/2024	06/11/2024	06/21/2024		06/21/2024	273.00
8399 - Gustavus Alexis McLeod	052124	18-TLRC Fitness Specialist	Paid by EFT # 59563		06/11/2024	06/11/2024	06/21/2024		06/21/2024	31.25
9212 - Siddhartha T McLeod	052324	18-TLRC Fitness Specialist	Paid by EFT # 59564		06/11/2024	06/11/2024	06/21/2024		06/21/2024	31.25



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
8894 - Matthew Thomas Moon	053124	18-TLRC Fitness Specialist	Paid by EFT # 59572		06/11/2024	06/11/2024	06/21/2024		06/21/2024	45.00
7086 - Rivkah L Moore	053124	18-TLRC Fitness Specialist	Paid by EFT # 59574		06/11/2024	06/11/2024	06/21/2024		06/21/2024	62.50
8451 - Sarah K Peters	050724	18-TLRC Fitness Specialist	Paid by EFT # 59599		06/11/2024	06/11/2024	06/21/2024		06/21/2024	84.00
1973 - Megan M Stark	060724	18-TLRC Fitness Specialist	Paid by EFT # 59641		06/11/2024	06/11/2024	06/21/2024		06/21/2024	435.00
8184 - Emily E Tally	060624	18-TLRC Fitness Specialist	Paid by EFT # 59652		06/11/2024	06/11/2024	06/21/2024		06/21/2024	156.25
9126 - Meredith I Wendell	060424	18-TLRC Fitness Specialist	Paid by EFT # 59674		06/11/2024	06/11/2024	06/21/2024		06/21/2024	62.50
9222 - Skyler Wildfong	060524	18-TLRC Fitness Specialist	Paid by EFT # 59677		06/11/2024	06/11/2024	06/21/2024		06/21/2024	112.50
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 16			\$2,055.75
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 16			\$2,055.75
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	183701	18 - TLRC Concessions Items for Sale 6-3-24	Paid by EFT # 59495		06/11/2024	06/11/2024	06/21/2024		06/21/2024	833.50
8155 - PepsiCo Beverage Sales, LLC	26139054	18 - TLRC Concessions Items for Sale 5-29-24	Paid by EFT # 59597		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,066.90
8155 - PepsiCo Beverage Sales, LLC	30402209	18 - TLRC Concessions Items for Sale 6/5/2024	Paid by EFT # 59597		06/11/2024	06/11/2024	06/21/2024		06/21/2024	804.52
5819 - Synchrony Bank	4031 060324	18 - TLRC Concessions Items for Sale 6/3/24	Paid by Check # 78557		06/11/2024	06/11/2024	06/21/2024		06/21/2024	187.17
21145 - Sysco USA III, LLC	438025616	18 - TLRC Concessions Items for Sale 6/5/24	Paid by EFT # 59649		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,151.64
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 5			\$4,043.73
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 5			\$4,043.73
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LM1-3XVP-FYFM	18-LED Spike Balls and Candy Backdrop for Community Events	Paid by EFT # 59412		06/11/2024	06/11/2024	06/21/2024		06/21/2024	146.68
3560 - First Financial Bank / Credit Cards	412300728715	18-Walmart-May 2024-36x84 Pet Grade Screen	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	17.78



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	8638	18- Bottled Water for Community Events - 5/23/24	Paid by Check # 78557		06/11/2024	06/11/2024	06/21/2024		06/21/2024	8.56
5819 - Synchrony Bank	2285	18-Popsicles for the Summer Launch Party and Pop-ups	Paid by Check # 78557		06/11/2024	06/11/2024	06/21/2024		06/21/2024	19.96
Account 52420 - Other Supplies Totals									Invoice Transactions 4	\$192.98
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	163-48972	18 Registration for Annual Conference for Becky Higgins	Paid by Check # 78541		06/11/2024	06/11/2024	06/21/2024		06/21/2024	360.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$360.00
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	54117232	18-Hilton/Brinson/IPRA Leadership Summit- 4/24-4/25/24	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	107.00
3560 - First Financial Bank / Credit Cards	54113141	18-Hilton/Ream/IPRA Leadership Summit- 4/24-4/25/24	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	107.00
3560 - First Financial Bank / Credit Cards	54114691 Refund	18-Credit Card Refund Tax on Hotel Room Higgins	Paid by Check # 78533		06/11/2024	06/11/2024	06/21/2024		06/21/2024	(16.05)
Account 53230 - Travel Totals									Invoice Transactions 3	\$197.95
Account 53990 - Other Services and Charges										
7021 - Jeffrey R Shew	17	18- Summer Launch Party- Jeff Shew - 5-24 -24	Paid by EFT # 59628		06/11/2024	06/11/2024	06/21/2024		06/21/2024	400.00
8885 - Ivan Alejandro Maceda Vela (IAM Services LLC)	05-24-2024	18- Performance by Mariachi Int./Summer Launch Party 5-24-24	Paid by EFT # 59667		06/11/2024	06/11/2024	06/21/2024		06/21/2024	800.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$1,200.00
Program 186500 - Community Events Totals									Invoice Transactions 10	\$1,950.93
Program 186503 - Community Events-Farmers' Market										
Account 43270 - Registration Fees										
Hillary Sciscoe	2024-00001082	18-Refunds	Paid by Check # 78564		06/11/2024	06/11/2024	06/21/2024		06/21/2024	13.00
Account 43270 - Registration Fees Totals									Invoice Transactions 1	\$13.00
Account 47230 - Gift Certificate										
9145 - Mehmet Akgun (Sofra Bakery)	3628	18-Market Bucks and Gift Certificates	Paid by EFT # 59409		06/11/2024	06/11/2024	06/21/2024		06/21/2024	45.00



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Invoice Date Range 06/08/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
8643 - Jordan Bohall (Birdie & The Bees Farm)	3636	18-Market Bucks and Gift Certificates	Paid by EFT # 59440		06/11/2024	06/11/2024	06/21/2024		06/21/2024	20.00
9323 - Bolin Investment Group, LLC	3643	18-Market Bucks and Gift Certificates	Paid by EFT # 59441		06/11/2024	06/11/2024	06/21/2024		06/21/2024	10.00
4417 - Maria Carlassare (Piccoli Dolci, INC)	3634	18-Market Bucks and Gift Certificates	Paid by EFT # 59448		06/11/2024	06/11/2024	06/21/2024		06/21/2024	60.00
4360 - Earth Song Farm, LLC	3627	18-Market Bucks and Gift Certificates	Paid by EFT # 59476		06/11/2024	06/11/2024	06/21/2024		06/21/2024	260.00
3265 - Linnea Lee Good	3620	18-Gift Certificates	Paid by EFT # 59496		06/11/2024	06/11/2024	06/21/2024		06/21/2024	20.00
12416 - Daniel J Graber	3623	18-Market Bucks and Gift Certificates	Paid by EFT # 59498		06/11/2024	06/11/2024	06/21/2024		06/21/2024	380.00
12527 - Hoosier Honey	3621	18-Market Bucks and Gift Certificates	Paid by EFT # 59512		06/11/2024	06/11/2024	06/21/2024		06/21/2024	5.00
52276 - Hunter's Honey Farm	3624	18-Market Bucks and Gift Certificates	Paid by EFT # 59516		06/11/2024	06/11/2024	06/21/2024		06/21/2024	30.00
5200 - Chester L Lehman (Olde Lane Orchard)	3622	18-Market Bucks and Gift Certificates	Paid by EFT # 59550		06/11/2024	06/11/2024	06/21/2024		06/21/2024	80.00
8923 - Sara McGaha	3626	18-Market Bucks and Gift Certificates	Paid by EFT # 59561		06/11/2024	06/11/2024	06/21/2024		06/21/2024	65.00
5691 - Sean J McKinney	3630	18-Market Bucks and Gift Certificates	Paid by EFT # 59562		06/11/2024	06/11/2024	06/21/2024		06/21/2024	40.00
7356 - John A McMahan	3619	18-Market Bucks and Gift Certificates	Paid by EFT # 59565		06/11/2024	06/11/2024	06/21/2024		06/21/2024	60.00
9293 - Poole Mill Produce	3629	18-Market Bucks and Gift Certificates	Paid by EFT # 59603		06/11/2024	06/11/2024	06/21/2024		06/21/2024	190.00
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	3631	18-Market Bucks and Gift Certificates	Paid by EFT # 59623		06/11/2024	06/11/2024	06/21/2024		06/21/2024	10.00
12422 - Kip Schlegel	3638	18-Market Bucks and Gift Certificates	Paid by EFT # 59624		06/11/2024	06/11/2024	06/21/2024		06/21/2024	40.00
17532 - Ralph Shatto (Poseys & Pumpkins)	3625	18-Market Bucks and Gift Certificates	Paid by EFT # 59627		06/11/2024	06/11/2024	06/21/2024		06/21/2024	120.00
6618 - James Sigman	3637	18-Market Bucks and Gift Certificates	Paid by EFT # 59629		06/11/2024	06/11/2024	06/21/2024		06/21/2024	90.00
6623 - Twilight Dairy, LLC	3639	18-Market Bucks and Gift Certificates	Paid by EFT # 59664		06/11/2024	06/11/2024	06/21/2024		06/21/2024	210.00
3666 - Marie Wagler	3641	18-Market Bucks and Gift Certificates	Paid by EFT # 59671		06/11/2024	06/11/2024	06/21/2024		06/21/2024	115.00
Account 47230 - Gift Certificate Totals									Invoice Transactions 20	\$1,850.00
Account 47240 - EBT Market Bucks										
9145 - Mehmet Akgun (Sofra Bakery)	3628	18-Market Bucks and Gift Certificates	Paid by EFT # 59409		06/11/2024	06/11/2024	06/21/2024		06/21/2024	12.00



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Invoice Date Range 06/08/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
8643 - Jordan Bohall (Birdie & The Bees Farm)	3636	18-Market Bucks and Gift Certificates	Paid by EFT # 59440		06/11/2024	06/11/2024	06/21/2024		06/21/2024	27.00
9323 - Bolin Investment Group, LLC	3643	18-Market Bucks and Gift Certificates	Paid by EFT # 59441		06/11/2024	06/11/2024	06/21/2024		06/21/2024	21.00
4417 - Maria Carlassare (Piccoli Dolci, INC)	3634	18-Market Bucks and Gift Certificates	Paid by EFT # 59448		06/11/2024	06/11/2024	06/21/2024		06/21/2024	6.00
4360 - Earth Song Farm, LLC	3627	18-Market Bucks and Gift Certificates	Paid by EFT # 59476		06/11/2024	06/11/2024	06/21/2024		06/21/2024	36.00
12416 - Daniel J Graber	3623	18-Market Bucks and Gift Certificates	Paid by EFT # 59498		06/11/2024	06/11/2024	06/21/2024		06/21/2024	156.00
12527 - Hoosier Honey	3621	18-Market Bucks and Gift Certificates	Paid by EFT # 59512		06/11/2024	06/11/2024	06/21/2024		06/21/2024	24.00
52276 - Hunter's Honey Farm	3624	18-Market Bucks and Gift Certificates	Paid by EFT # 59516		06/11/2024	06/11/2024	06/21/2024		06/21/2024	3.00
52276 - Hunter's Honey Farm	3640	18-Market Bucks	Paid by EFT # 59516		06/11/2024	06/11/2024	06/21/2024		06/21/2024	36.00
5200 - Chester L Lehman (Olde Lane Orchard)	3622	18-Market Bucks and Gift Certificates	Paid by EFT # 59550		06/11/2024	06/11/2024	06/21/2024		06/21/2024	126.00
8923 - Sara McGaha	3626	18-Market Bucks and Gift Certificates	Paid by EFT # 59561		06/11/2024	06/11/2024	06/21/2024		06/21/2024	18.00
5691 - Sean J McKinney	3630	18-Market Bucks and Gift Certificates	Paid by EFT # 59562		06/11/2024	06/11/2024	06/21/2024		06/21/2024	12.00
7356 - John A McMahan	3619	18-Market Bucks and Gift Certificates	Paid by EFT # 59565		06/11/2024	06/11/2024	06/21/2024		06/21/2024	45.00
9293 - Poole Mill Produce	3629	18-Market Bucks and Gift Certificates	Paid by EFT # 59603		06/11/2024	06/11/2024	06/21/2024		06/21/2024	30.00
14571 - Melvin E Reeves	3633	18-Market Bucks	Paid by EFT # 59611		06/11/2024	06/11/2024	06/21/2024		06/21/2024	27.00
3981 - Eric Schedler (Muddy Fork Farm & Bakery, LLC)	3631	18-Market Bucks and Gift Certificates	Paid by EFT # 59623		06/11/2024	06/11/2024	06/21/2024		06/21/2024	9.00
12422 - Kip Schlegel	3638	18-Market Bucks and Gift Certificates	Paid by EFT # 59624		06/11/2024	06/11/2024	06/21/2024		06/21/2024	33.00
18289 - Jami D Scholl (Rezenience LLC)	3642	18-Market Bucks	Paid by EFT # 59625		06/11/2024	06/11/2024	06/21/2024		06/21/2024	18.00
17532 - Ralph Shatto (Poseys & Pumpkins)	3625	18-Market Bucks and Gift Certificates	Paid by EFT # 59627		06/11/2024	06/11/2024	06/21/2024		06/21/2024	72.00
6618 - James Sigman	3637	18-Market Bucks and Gift Certificates	Paid by EFT # 59629		06/11/2024	06/11/2024	06/21/2024		06/21/2024	114.00
6623 - Twilight Dairy, LLC	3639	18-Market Bucks and Gift Certificates	Paid by EFT # 59664		06/11/2024	06/11/2024	06/21/2024		06/21/2024	201.00



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Invoice Date Range 06/08/24 - 06/21/24

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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
3666 - Marie Wagler	3641	18-Market Bucks and Gift Certificates	Paid by EFT # 59671		06/11/2024	06/11/2024	06/21/2024		06/21/2024	24.00
Account 47240 - EBT Market Bucks Totals										Invoice Transactions 22
										<u>\$1,050.00</u>
Account 52420 - Other Supplies										
8002 - Safeguard Business Systems, INC	9002726209	18- Farmers' Market Program Paper	Paid by EFT # 59620		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,043.47
7084 - Smiling Cross, INC (Smile Promotions)	2684645RI	18- Market Magnets (1,000)	Paid by EFT # 59631		06/11/2024	06/11/2024	06/21/2024		06/21/2024	379.70
798 - Winters Associates Promotional Products, INC	115338	18- Farmer's Market Totes (300)	Paid by EFT # 59681		06/11/2024	06/11/2024	06/21/2024		06/21/2024	3,417.93
Account 52420 - Other Supplies Totals										Invoice Transactions 3
										<u>\$4,841.10</u>
Account 53940 - Temporary Contractual Employee										
3875 - Sandra Salinas-Kobyłka	5-19-24	18-Cleaning Services-City Hall after Farmers' Market-4/7-5/19/24	Paid by EFT # 59621		06/11/2024	06/11/2024	06/21/2024		06/21/2024	455.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 1
										<u>\$455.00</u>
Account 53990 - Other Services and Charges										
7767 - Daniel P Alexander (Beetlegraphix)	00052024	18 - Farmers' Market Entertainment-Caricatures-5-25-24	Paid by EFT # 59410		06/11/2024	06/11/2024	06/21/2024		06/21/2024	300.00
9318 - Joyce Elaine Jordan Cassal	5-11-2024	18- Farmers Market Entertainment-Joyce & Friends-5-11-24	Paid by EFT # 59450		06/11/2024	06/11/2024	06/21/2024		06/21/2024	100.00
6330 - Marshall Security LLC	3405	18- May 2024 Farmers' Market Service-In Kind Donation	Paid by EFT # 59559		06/11/2024	06/11/2024	06/21/2024		06/21/2024	27.01
8716 - Steven Plessinger	00002	18- Farmers Market Entertainment 5-25-24	Paid by EFT # 59601		06/11/2024	06/11/2024	06/21/2024		06/21/2024	100.00
8847 - Emma Richards	105	18- Farmers Market Entertainment 5-25-24	Paid by EFT # 59616		06/11/2024	06/11/2024	06/21/2024		06/21/2024	100.00
6592 - Christopher Salem Willard	202402	18- Farmers Market Entertainment 5-18-24	Paid by EFT # 59678		06/11/2024	06/11/2024	06/21/2024		06/21/2024	100.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 6
										<u>\$727.01</u>
Program 186503 - Community Events-Farmers' Market Totals										Invoice Transactions 53
										<u>\$8,936.11</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
536 - Chris Ramsey (KingSnake Sound Company)	140737	18- Three (3) microphones for the Performing Arts Series Sound	Paid by EFT # 59608		06/11/2024	06/11/2024	06/21/2024		06/21/2024	270.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$270.00
Program 186506 - Performing Art Series Totals								Invoice Transactions 1		\$270.00
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
20105 - Brandon B Chambers	052924	18-Adult Softball Umpire	Paid by EFT # 59454		06/11/2024	06/11/2024	06/21/2024		06/21/2024	325.00
17565 - Michael B Hicks (Contractual)	053024	18-Adult Softball Umpire	Paid by EFT # 59508		06/11/2024	06/11/2024	06/21/2024		06/21/2024	375.00
7758 - Timothy R Louis	053024	18-Adult Softball Umpire	Paid by EFT # 59555		06/11/2024	06/11/2024	06/21/2024		06/21/2024	325.00
557 - Vicki Lynn Minder	052924	18-Adult Softball Umpire	Paid by EFT # 59570		06/11/2024	06/11/2024	06/21/2024		06/21/2024	300.00
6526 - Craig T Sparks	052824	18-Adult Softball Umpire	Paid by EFT # 59635		06/11/2024	06/11/2024	06/21/2024		06/21/2024	325.00
6470 - Adriann Nicole Wilson	052924	18-Adult Softball Umpire	Paid by EFT # 59679		06/11/2024	06/11/2024	06/21/2024		06/21/2024	150.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions 6		\$1,800.00
Account 53990 - Other Services and Charges										
204 - State Of Indiana	6978378	18-State Police Background Checks for 40 seasonal employees	Paid by Check # 78556		06/11/2024	06/11/2024	06/21/2024		06/21/2024	30.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$30.00
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions 7		\$1,830.00
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NTK-MXPL-QCN9	18- Bookcase for Office Organization at Switchyard Park	Paid by EFT # 59412		06/11/2024	06/11/2024	06/21/2024		06/21/2024	119.00
7954 - Co-Line Welding, INC	184636	18- SYP Replacement Basketball Backboard and Rim	Paid by EFT # 59458		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,120.00
Account 52420 - Other Supplies Totals								Invoice Transactions 2		\$1,239.00
Program 189006 - Switchyard Property Totals								Invoice Transactions 2		\$1,239.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53990 - Other Services and Charges										
9225 - Morin's Landscaping LLC	678	18-UF- 2024 Powerline Tree Planting Project	Paid by EFT # 59575		06/11/2024	06/11/2024	06/21/2024		06/21/2024	53,731.50
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$53,731.50
Program 189503 - Urban Forestry Totals								Invoice Transactions	1	\$53,731.50
Program G20010 - 2020 NRPA Nutrition Hub										
Account 52420 - Other Supplies										
6186 - Rachel Beyer (Mavourneen Farm)	5-30-24	18- Plants for Banneker garden (16)	Paid by EFT # 59430		06/11/2024	06/11/2024	06/21/2024		06/21/2024	72.00
8658 - Kleindorfer's Hardware LLC	795912	18- Seeds and straw for Banneker garden	Paid by EFT # 59542		06/11/2024	06/11/2024	06/21/2024		06/21/2024	21.46
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$93.46
Program G20010 - 2020 NRPA Nutrition Hub Totals								Invoice Transactions	2	\$93.46
Program G23013 - 2023-24 21St Century Lear Ctr										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1663-QRC1-HRJC	18-Slime Activator Solution (3) for Banneker Afterschool Program	Paid by EFT # 59412		06/11/2024	06/11/2024	06/21/2024		06/21/2024	35.34
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1H66-DWWQ-KFW4	18- 5 1 Gal White Liquid Glue for Banneker Afterschool	Paid by EFT # 59412		06/11/2024	06/11/2024	06/21/2024		06/21/2024	65.45
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$100.79
Program G23013 - 2023-24 21St Century Lear Ctr Totals								Invoice Transactions	2	\$100.79
Program G24012 - 2024 Griffy Lake LARE Grant										
Account 53990 - Other Services and Charges										
50335 - Aquatic Control, INC	241778	18- Invasive EMW Treatment in Griffy Lake (LARE)	Paid by EFT # 59418		06/11/2024	06/11/2024	06/21/2024		06/21/2024	3,400.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$3,400.00
Program G24012 - 2024 Griffy Lake LARE Grant Totals								Invoice Transactions	1	\$3,400.00
Department 18 - Parks & Recreation Totals								Invoice Transactions	140	\$98,816.41
Fund 201 - Parks and Rec Non Reverting Totals								Invoice Transactions	140	\$98,816.41
Fund 985 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
9334 - BWL, LLC	ROW-PARCEL 8	07-ROW payment for 2nd St Moderization Project (Parcel 8)	Paid by Check # 78525		06/11/2024	06/11/2024	06/21/2024		06/21/2024	5,240.00



Board of Park Commissioners Claim Register

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Fund 985 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
9335 - Gene S DeVane	ROW-PARCEL 6	07-ROW payment for 2nd St Moderization Project (Parcel 6)	Paid by Check # 78530		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,273.34
5597 - Gladys F DeVane	ROW-PARCEL 6	07-ROW payment for 2nd St Moderization Project (Parcel 6)	Paid by Check # 78531		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,273.33
9337 - Four Walls, LLC	ROW-PARCEL 3	07-ROW payment for 2nd St Moderization Project (Parcel 3)	Paid by Check # 78538		06/11/2024	06/11/2024	06/21/2024		06/21/2024	4,870.00
9338 - Johnway Corporation	ROW-PARCEL 19	07-ROW payment for 2nd St Moderization Project (Parcel 19)	Paid by Check # 78546		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,670.00
9336 - The Revocable Trust of Arlester Robert Yeager	ROW-PARCEL 6	07-ROW payment for 2nd St Moderization Project (Parcel 6)	Paid by Check # 78559		06/11/2024	06/11/2024	06/21/2024		06/21/2024	1,273.33
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	6		\$15,600.00
Program 180000 - Main Totals							Invoice Transactions	6		\$15,600.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	6		\$15,600.00
Fund 985 - Parks GO Bonds 2022 Totals							Invoice Transactions	6		\$15,600.00
Grand Totals							Invoice Transactions	277		\$236,228.05

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
06/21/24	Claims				\$236,228.05
					<u>\$236,228.05</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 \$236,228.05 6/21/2024

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_____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2024-00009559	BA	GL	06/19/2024	Budget Amendment Solar Panels	kjc			
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount			
06/19/2024	201-18-185000-53840	Lease Payments	Budget Amendment Solar Panels	kjc	63,535.78	.00			
06/19/2024	201-18-187202-53840	Lease Payments	Budget Amendment Solar Panels	kjc	18,775.03	.00			
06/19/2024	201-18-187208-53840	Lease Payments	Budget Amendment Solar Panels	kjc	3,129.17	.00			
06/19/2024	201-18-187001-53840	Lease Payments	Budget Amendment Solar Panels	kjc	9,795.67	.00			
06/19/2024	201-18-187500-53840	Lease Payments	Budget Amendment Solar Panels	kjc	1,496.56	.00			
06/19/2024	201-18-182001-53840	Lease Payments	Budget Amendment Solar Panels	kjc	11,428.28	.00			
06/19/2024	201-18-182002-53840	Lease Payments	Budget Amendment Solar Panels	kjc	9,387.51	.00			
06/19/2024	201-18-182500-53840	Lease Payments	Budget Amendment Solar Panels	kjc	18,502.93	.00			
					Number of Entries: 8	\$136,050.93			\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2024-00008272	BA	GL	05/30/2024	Budget amendment for PO 2417 & PO 2481	AL			
G/L Date	G/L Account Number	Account Description			Description	Source	Increase Amount	Decrease Amount	
05/30/2024	201-18-189503-53990	Other Services and Charges			Budget amendment for PO 2417 & PO 2481	AL	55,445.00	.00	
Number of Entries: 1							55,445.00	\$0.00	

REVENUES AND EXPENSES: COMPARISON REPORT

Expenses May 2024	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of May	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of May	2024 % of Expenses
General Fund							
Administration	844,049	853,088	522,644	61.26%	967,553	434,303	44.89%
Health & Wellness	93,493	83,186	24,919	29.96%	96,485	41,342	42.85%
Community Relations	540,874	461,814	177,963	38.54%	526,904	162,057	33.78%
Aquatics	451,892	417,982	29,035	6.95%	515,687	64,937	12.59%
Frank Southern Center	425,242	378,088	150,936	39.92%	476,556	144,944	30.41%
Golf Services	915,889	898,604	295,508	32.89%	1,121,282	433,320	38.65%
Natural Resources	534,405	453,186	131,021	28.91%	489,686	133,136	27.19%
Youth Programs	82,763	78,331	31,583	40.32%	87,236	31,287	35.87%
TLRC	315,143	303,937	123,217	40.54%	336,480	125,076	37.17%
Community Events	567,876	508,921	192,664	37.86%	586,536	186,898	31.86%
Adult Sports	294,196	248,996	84,531	33.95%	280,961	89,668	31.91%
Youth Sports	311,917	327,200	89,295	27.29%	341,796	105,476	30.86%
BBCC	453,306	377,717	123,961	32.82%	456,923	133,727	29.27%
Inclusive Recreation	137,174	95,099	26,608	27.98%	105,704	31,591	29.89%
Operations	2,347,357	2,074,760	732,415	35.30%	2,300,690	752,807	32.72%
Switchyard Property	859,828	678,090	188,936	27.86%	1,104,528	235,419	21.31%
Urban Greenspace	1,061,503	889,220	273,507	30.76%	1,198,072	288,853	24.11%
Cemeteries	256,422	235,083	72,543	30.86%	243,032	69,300	28.51%
Urban Forestry	660,133	446,354	211,392	47.36%	697,586	282,898	40.55%
General Fund total:	11,153,462	9,809,658	3,482,678	35.50%	11,933,697	3,747,039	31.40%

Expenses May 2024	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of May	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of May	2024 % of Expenses
Non-Reverting Fund							
Administration	17,168	8,202	5,821	70.97%	19,400	2,637	13.59%
Health & Wellness	6,487	27,218	573	2.11%	5,925	2,729	46.06%
Community Relations	5,350	2,185	588	26.91%	5,350	1,544	28.85%
Aquatics	76,595	80,959	2,466	3.05%	94,712	4,530	4.78%
Frank Southern Center	89,833	79,277	36,946	46.60%	116,963	35,498	30.35%
Golf Services	154,313	177,681	75,431	42.45%	163,535	71,085	43.47%
Natural Resources	46,850	28,568	13,750	48.13%	46,850	26,912	57.44%
Youth Programs	166,839	168,760	13,684	8.11%	171,747	21,483	12.51%
*TLRC - day to day	650,779	584,660	234,360	40.08%	877,333	462,336	52.70%
Community Events	144,879	147,200	37,054	25.17%	149,792	37,608	25.11%
Adult Sports	110,335	82,805	37,545	45.34%	90,505	11,511	12.72%
Youth Sports	9,752	9,302	3,750	40.31%	935	2,601	278.12%
BBCC	4,560	685	160	23.37%	5,960	82	1.38%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
Operations	572,425	816,430	703,801	86.20%	53,340	15,447	28.96%
Dog Park	36,635	0	0	0.00%	0	0	0.00%
Switchyard	0	41,312	12,051	29.17%	36,185	8,808	24.34%
Urban Forestry	12,850	16,577	2,860	17.25%	14,800	10,258	69.31%
N-R Fund subtotal:	2,105,650	2,271,819	1,180,840	51.98%	1,853,333	715,068	38.58%
TLRC - bond	474,012	474,013	231,406	48.82%	482,912	238,506	49.39%
N-R Fund total:	2,579,662	2,745,832	1,412,246	51.43%	2,336,245	953,575	40.82%

Expenses May 2024	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of May	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of May	2024 % of Expenses
Other Misc Funds							
23-24 MCCSC 21st Com Learn			18,012			26,180	
2022-2023 MCCSC 21st Century							
Storm Response Plan			473				
Banneker Nature Days							
Leonard Sp Nature Days			3,667			585	
Griffy Nature Days			6,423			3,648	
Other Misc Funds total:	0	0	28,575	0.00%	0	30,413	
TOTAL ALL FUNDS	13,733,124	9,537,723	4,923,500	51.62%	14,269,942	4,731,027	33.15%

PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT							
Revenue May 2024	2023 Projected Revenue	2023 Revenue as of December	2023 Revenue as of May	2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of May	2024 % of Revenue Collected to date
General Fund							
Taxes/Misc Revenue	8,138,119	7,932,631	0	0.00%	8,342,431	0	0.00%
Administration	400	435	225	51.72%	766,400	2,362	0.31%
Community Relations	0	0	0	0.00%	0	0	0.00%
Aquatics	188,000	212,859	28,678	13.47%	206,000	21,640	10.50%
Frank Southern	225,000	214,755	133,271	62.06%	199,500	125,178	62.75%
Golf Services	701,000	1,034,409	352,198	34.05%	766,000	360,056	47.00%
Natural Resources	0	0	-131	0.00%	0	0	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%
Community Events	14,000	14,485	10,210	38.31%	14,800	11,959	80.80%
Adult Sports	32,000	26,650	13,105	49.17%	32,000	0	0.00%
Youth Sports	39,000	50,380	9,789	19.43%	6,000	6,842	114.03%
BBCC	18,000	19,988	9,130	45.68%	19,260	11,601	60.23%
Operations	0	29	0	0.00%	0	0	0.00%
Urban Greenspace	0	0	0	0.00%	0	0	0.00%
Cemeteries	42,000	49,850	18,350	36.81%	43,375	14,175	32.68%
Urban Forestry	0	0	0	0.00%	0		0.00%
Subtotal Program Rev	1,259,400	1,623,840	574,826	35.40%	2,053,335	553,812	26.97%
General Fund Total	9,397,519	9,556,470	574,826	6.02%	10,395,766	553,812	5.33%

Revenue May 2024	2023 Projected Revenue	2023 Revenue as of December	2023 Revenue as of May	2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of May	2024 % of Revenue Collected to date
Non-Reverting Fund							
Administration	35,000	43,681	27,107	62.06%	35,600	14,468	40.64%
Health & Wellness	8,150	30,029	1,540	5.13%	13,400	4,986	37.21%
Community Relations	3,000	5,005	2,150	42.96%	3,000	1,820	60.67%
Aquatics	82,500	97,094	26,002	26.78%	83,800	28,455	33.96%
Frank Southern	55,000	97,406	16,945	17.40%	84,550	20,481	24.22%
Golf Services	180,500	276,817	100,463	36.29%	184,500	108,104	58.59%
Natural Resources	71,400	78,273	23,837	30.45%	71,400	22,772	31.89%
Youth Programs	170,000	176,073	141,206	80.20%	174,500	134,781	77.24%
*TLRC -Operational	725,749	932,059	415,860	44.62%	902,598	395,105	43.77%
Community Events	144,800	162,486	102,037	62.80%	145,000	117,384	80.95%
Adult Sports	88,500	71,883	22,742	31.64%	95,000	24,158	25.43%
Youth Sports	8,000	3,613	15	0.42%	45,350	226	0.50%
BBCC	4,800	8,587	6,722	78.28%	7,200	9,815	136.32%
Operations	69,940	855,475	730,088	85.34%	82,440	36,174	43.88%
Dog Park	400	0	0	0.00%	400	50	12.50%
Switchyard	42,500	81,886	31,328	38.26%	60,000	29,388	48.98%
Urban Greenspace	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	66,943	95.10%	23,600	11,075	46.93%
N-R Fund subtotal:	1,704,839	2,990,757	1,714,985	57.34%	2,012,338	959,241	47.67%

Revenue May 2024	2023 Projected Revenue	2023 Revenue as of December	2023 Revenue as of May	2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of May	2024 % of Revenue Collected to date
Other Misc Funds							
G23-24 MCCSC 21st Com			14,261			22,270	
22-23 MCCSC 21st Cent							
Duke Power Line						24,875	
Rosehill Trust						1,533	
<i>Other Misc Funds total:</i>	<i>0</i>	<i>0</i>	<i>14,261</i>		<i>0</i>	<i>48,678</i>	

TOTAL ALL FUNDS	11,102,358	12,547,227	2,304,072	18.36%	12,408,104	1,561,730	12.59%
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2024 Non-Reverting Cash Balances	1	2	3	4	5	6	7
Area	Beginning Balance 1/1/2024	Revenue as of 05/31/2024	Other Misc. Revenue	Expenses as of 05/31/2024	Expenses from RESERVE* (see explanation below)	Total Current Year Over/Under (does not include expenses taken from RESERVE)	Total Accumulated Balance (Amount)
Administration	462,925.69	14,467.80		2,636.50		11,831.30	474,756.99
Health & Wellness	19,064.56	4,986.00		2,729.24		2,256.76	21,321.32
Community Relations	45,139.67	1,820.00		1,543.51		276.49	45,416.16
Aquatics	389,800.16	28,454.52		4,529.98		23,924.54	413,724.70
Frank Southern Center	193,784.70	20,480.71		35,498.11		(15,017.40)	178,767.30
Golf Course	437,369.59	108,103.66		71,085.33		37,018.33	474,387.92
Natural Resources	410,946.23	22,771.60		26,911.52		(4,139.92)	406,806.31
Allison Jukebox	338,641.63	134,780.82		21,482.76		113,298.06	451,939.69
TLRC	(3,191,149.56)	355,397.53		700,841.97		(345,444.44)	(3,536,594.00)
TLRC Reserve	918,675.92	39,707.90		0.00		39,707.90	958,383.82
Community Events	540,885.34	117,384.44		37,608.33		79,776.11	620,661.45
Adult Sports	4,610.17	24,158.21		11,510.75		12,647.46	17,257.63
Youth Sports	(6,174.91)	225.68		2,600.96		(2,375.28)	(8,550.19)
Skate Park	22,417.65	0		0.00		0.00	22,417.65
Benjamin Banneker Comm Center	59,588.47	9,815.02		82.28		9,732.74	69,321.21
Operations	322,273.02	36,173.93		15,447.35		20,726.58	342,999.60
Dog Park	5,993.79	50.00		0.00		50.00	6,043.79
Switchyard Property	336,893.28	29,387.68		8,807.53		20,580.15	357,473.43
Urban Greenspace	13,454.36	0.00		0.00		0.00	13,454.36
Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
Urban Forestry	103,230.13	11,075.00		10,258.43		816.57	104,046.70
TOTALS	1,429,866.89	959,240.50	0.00	953,574.55	0.00	5,665.95	1,435,532.84
							5,665.95
							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
05/08/2024	2520362	6	AR	275301_B	Banneker Camp - 6/10/24 - 6/14/24 (Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_C	Banneker Camp - 6/17/24 - 6/21/24	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_D	Banneker Camp - 6/24/24-6/28/24 (2	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_A	Banneker Camp - 6/3/24 - 6/7/24 (27	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_E	Banneker Camp - 7/1/24 - 7/3/24 (27	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_G	Banneker Camp - 7/15/23-7/19/24 (2	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_H	Banneker Camp - 7/22/24-7/26/24 (2	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_F	Banneker Camp - 7/8/24 - 7/12/24 (2	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_B	Banneker Camp - 6/10/24 - 6/14/24 (Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_C	Banneker Camp - 6/17/24 - 6/21/24	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_D	Banneker Camp - 6/24/24-6/28/24 (2	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_A	Banneker Camp - 6/3/24 - 6/7/24 (27	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_E	Banneker Camp - 7/1/24 - 7/3/24 (27	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_G	Banneker Camp - 7/15/23-7/19/24 (2	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_H	Banneker Camp - 7/22/24-7/26/24 (2	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520362	6	AR	275301_F	Banneker Camp - 7/8/24 - 7/12/24 (2	Refund Now	grabowsm	15.00	0.00	15.00
05/08/2024	2520603	6	AR	250217_A	Parent/Child Jazz (250217-A)	Refund Now	grabowsm	60.00	0.00	60.00
05/08/2024	2520605	6	AR	250217_A	Parent/Child Jazz (250217-A)	Refund Now	grabowsm	60.00	0.00	60.00
05/09/2024	2521395	6	AR	245101_A	Kid City Original (245101-A)	Refund Now	grabowsm	148.00	0.00	148.00
05/09/2024	2521395	6	AR	245101_E	Kid City Original (245101-E)	Refund Now	grabowsm	95.10	0.00	95.10
05/09/2024	2521395	6	AR	245101_A	Kid City Original (245101-A)	Refund Now	grabowsm	148.00	0.00	148.00
05/09/2024	2521395	6	AR	245102_A	Kid City Quest (245102-A)	Refund Now	grabowsm	148.00	0.00	148.00
05/09/2024	2521410	6	FR	SHELT_BRYPK_	Bryan Henderson on 05/27/2024 at 6	Refund Now	grabowsm	62.00	0.00	62.00
05/09/2024	2521483	6	AR	250216_A	Beginner Ballet/Tap for Kids (250216-	Refund Now	grabowsm	60.00	0.00	60.00
05/10/2024	2522302	6	AR	240011_A	Natural Dyes (240011-A)	Refund Now	grabowsm	5.00	0.00	5.00
05/10/2024	2522305	6	AR	240011_A	Natural Dyes (240011-A)	Refund Now	grabowsm	5.00	0.00	5.00
05/10/2024	2522305	6	AR	240011_A	Natural Dyes (240011-A)	Refund Now	grabowsm	5.00	0.00	5.00
05/10/2024	2522305	6	AR	240011_A	Natural Dyes (240011-A)	Refund Now	grabowsm	5.00	0.00	5.00
05/10/2024	2522308	6	AR	240011_A	Natural Dyes (240011-A)	Refund Now	grabowsm	5.00	0.00	5.00
05/10/2024	2522311	6	AR	240011_A	Natural Dyes (240011-A)	Refund Now	grabowsm	5.00	0.00	5.00
05/13/2024	2524211	5	AR	220103_B	Learn to Swim: Level 2 Fundamental	Refund Now	michele.wilson	65.00	0.00	65.00
05/13/2024	2524211	5	AR	220102_B	Learn to Swim: Level 1 (220102-B)	Refund Now	michele.wilson	65.00	0.00	65.00
05/14/2024	2524964	5	AR	245002_I	All Levels (245002-I)	Refund Now	michele.wilson	240.00	0.00	240.00
05/15/2024	2525351	6	FR	BALLF 2_TLSF_T	Twin Lakes Field 1 on 05/14/2024 at	Refund Now	grabowsm	30.00	0.00	30.00
05/15/2024	2525355	6	FR	BALLF 2_TLSF_T	Twin Lakes Field 3 on 05/15/2024 at	Refund Now	grabowsm	30.00	0.00	30.00
05/15/2024	2525433	6	AR	275301_F	Banneker Camp - 7/8/24 - 7/12/24 (2	Refund Now	grabowsm	15.00	0.00	15.00
05/15/2024	2525433	6	AR	275301_G	Banneker Camp - 7/15/23-7/19/24 (2	Refund Now	grabowsm	15.00	0.00	15.00
05/15/2024	2525463	6	PSS	4008	PT 5 sessions (4008)	Refund Now	grabowsm	176.00	0.00	176.00
05/20/2024	2528356	3	AR	220102_C	Learn to Swim: Level 1 (220102-C)	Refund Now	HALTI	65.00	0.00	65.00
05/20/2024	2528600	6	AR	245101_B	Kid City Original (245101-B)	Refund Now	grabowsm	150.00	0.00	150.00
05/23/2024	2531095	6	AR	240024_A	Wildflower Seed Sowing (240024-A)	Refund Now	grabowsm	5.00	0.00	5.00
05/24/2024	2531818	6	AR	235003_G	First Tee of Bloomington (235003-G)	Refund Now	grabowsm	125.00	0.00	125.00
05/24/2024	2531818	6	AR	235003_G	First Tee of Bloomington (235003-G)	Refund Now	grabowsm	125.00	0.00	125.00
05/28/2024	2535597	5	AR	240015_C	SUP Learn to Paddle (240015-C)	Refund Now	michele.wilson	20.00	0.00	20.00

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
05/28/2024	2535597	5	AR	240015_C	SUP Learn to Paddle (240015-C)	Refund Now	michele.wilson	5.00	0.00	5.00
05/29/2024	2536697	5	AR	245101_D	Kid City Original (245101-D)	Refund Now	michele.wilson	108.00	0.00	108.00
05/29/2024	2536956	6	FR	Turf_TLRC_Turf	Turf on 08/05/2024 at 9:00am to 4:0	Refund Now	grabowsm	490.00	0.00	490.00
05/30/2024	2537365	5	AR	240011_A	Natural Dyes (240011-A)	Refund Now	michele.wilson	5.00	0.00	5.00
05/31/2024	2538301	5	AR	245102_F	Kid City Quest (245102-F)	Refund Now	michele.wilson	31.00	0.00	31.00
05/31/2024	2538301	5	AR	245101_F	Kid City Original (245101-F)	Refund Now	michele.wilson	111.00	0.00	111.00

Report Summary Totals

Total Refund Records:	50
Total Fees Refunded:	2,927.10
Total Tax Refunded:	0.00
Total Amount Refunded:	2,927.10

RecTrac

Refund Listing Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

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

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	05/01/2024 - Actual Date 05/01/2024
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	05/31/2024 - Actual Date 05/31/2024
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



City of Bloomington

Disposal / Surplus / Trade In Form

PAGE NO.

1 of 1

DEPT: Parks and Recreation

DATE:

6/23/2024

LOCATION: Showers

PHONE:

812-349-3700

DEPT. HEAD / DIVISION DIRECTOR: Tim Street

EMAIL:

Vehicles being sold by Fleet do not need to be listed on this spreadsheet. Public Works will list them on their Surplus form.

The note below is only regarding items listed to be sold, it does not include items listed that will be destroyed or donated.

Please note: per State Statute IC 5-22-22-6 - If the property is one (1) item with an estimated value of \$1,000, or more than one (1) item with an estimated value of less than \$5,000, we can sell the property without public notice. If these two thresholds are exceeded, notice of sale must be given by publication of the time, place, and terms of the sale at least 15 days before the date of the sale.

DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable,etc)	SERIAL /VIN NO.	COB ASSET # Capital Asset # assigned by OOTC	DEPT. ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
1.		Closed				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
2.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
3.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
4.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
5.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
6.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
7.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
8.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
9.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
10.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
11.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
12.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
13.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
14.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
15.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
16.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
17.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			

Bloomington Parks and Recreation Vehicle to Retire Jun-24

Jun-24

Review/approve of vehicles listed below to be retired from service. If approved by the Board of Park Commissioners, the Board of Public Works will sell the vehicles through GovDeals. The vehicles will be included on the Board of Public Works Surplus Form.

[illegible]

STAFF REPORT

A-7 Agenda item

Admin. Approval: TS
Date: 6/13/24

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: June 25, 2024
SUBJECT: Contract for Services with MSI Security for 4th of July Parade

Recommendation

Staff recommends approval of the contract for services with MSI Security for the 4th of July Parade. The service agreement is in the amount of \$975 (Community Events- 201-18-186500-53990).

Background

Bloomington Parks and Recreation will be contracting with MSI Security to provide security staff to assist with traffic control in the staging area of the Bloomington 4th of July Parade on Thursday July 4, 2024. This is the first year that MSI Security will be assisting with the parade but they have assisted in other Parks operations including at Switchyard Park and other properties as well as at other events.

RESPECTFULLY SUBMITTED,



Bill Ream, Community Events Coordinator

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

This Agreement, entered into on the last date entered on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and MSI Security ("Contractor").

Article 1. Scope of Services. Contractor shall provide five (5) security staff and one (1) supervisor to assist with traffic control in the staging area of the Bloomington 4th of July Parade.

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

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed nine hundred and seventy-five dollars (\$975.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, 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: Thursday July 4th from 7am-12pm. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Bill Ream, 401 N. Morton, Suite 250, Bloomington, IN 47404. MSI Security, ATTN: Malisa James, 2520 W. 3rd Street, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

MSI SECURITY

Margie Rice, Corporation Counsel

DATE

Signature

DATE

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Director
Parks and Recreation Department

DATE

Kathleen Mills, President
Board of Park Commissioners

DATE

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.

MSI Security

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

STAFF REPORT

A-8 Agenda item

Admin. Approval: TS
Date: 6/17/2024

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: June 25 2024
**SUBJECT: REVIEW/APPROVAL OF STANLEY STEEMER OF EVANSVILLE INC
SERVICE AGREEMENT**

Recommendation

Staff recommends approval of the Stanley Steemer of Evansville INC service agreement for the Sports Division. Total amount of the service agreement not to exceed: \$4,900. Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC).

Background

Stanley Steemer of Evansville, IN provides professional deep cleaning services and comprehensive care for a cleaner, healthier home. Typically, we use this service on an “as needed” basis.

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. “Public Work” means any service done on city property that is paid for out of a public fund. The manual outlines that if the work involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing. These service contracts are to manage emergency or standard repairs and/or service as the need arises.

RESPECTFULLY SUBMITTED,



Daren Eads, Sports Facility Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
STANLEY STEEMER OF EVANSVILLE INC**

This Agreement, entered into on the date last entered on the signature lines below by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Stanley Steemer of Evansville INC ("Contractor").

Article 1. Scope of Services Contractor shall provide commercial cleaning services ("Services"). Detailed descriptions of specific scopes of work and corresponding costs shall be outlined and approved by both parties in writing before any work commences. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads, City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and 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 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: Stanley Steemer of Evansville INC, 2311 N Green Road, Evansville, IN 47715. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

DATE

STANLEY STEEMER OF EVANSVILLE INC

Signature

DATE

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Administrator
Parks and Recreation Department

DATE

Print Name and Title

Kathleen Mills, President
Board of Park Commissioners

DATE

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.

Stanley Steemer of Evansville INC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public’s Signature

_____ County of Residence: _____
Printed Name of Notary Public

STAFF REPORT

B-1 Agenda item

Admin. Approval: TS
Date: 6/17/24

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: June 25, 2024
SUBJECT: BRAVO AWARD – ROB CRONK

Recommendation

Staff recommends Rob Cronk for the June Bravo Award.

Background

Rob Cronk is a Network Administrator with our ITS Department. However, you might not know that he's also a dedicated Parks volunteer! Rob has been very involved with many of our events, from the Pollinator Spring Garden Cleanup, to our Summer Launch Party, and to our Adult Field Day events. We know we can always count on him to show up and do whatever is needed for the duration of his volunteer shift, even if that sometimes means fixing our Internet issues! We are very grateful for Rob's support both as a volunteer and as a colleague and friend here at the City.

RESPECTFULLY SUBMITTED,



Emily Buuck, Community Relations Coordinator

B-2 Agenda itemAdmin. Approval: TS
Date: 6/25/2024

TO: Board of Park Commissioners
FROM: Alec Curry, Sports Specialist
DATE: June 25 2024
SUBJECT: Staff introduction – Alec Curry, Sports Specialist

Recommendation

Alec Curry is the new Sports Specialist in the Sports Division

Background

My name is Alec Curry, and I recently joined the Parks and Recreation staff as the Sports Specialist for aquatics and Frank Southern Ice Arena. I grew up in Bloomington and went to North High School. I played hockey at Frank Southern from age 3 until my junior year of high school. After that, I was given the opportunity to play in Massachusetts my senior year and played a little bit of college hockey in Northwest Indiana. I now am currently entering my 4th year as a coach for the high school team, and I have really enjoyed helping these young men and women grow as players and people. In addition to hockey, I played baseball at Winslow for about 8 years and played lacrosse in high school. My great grandfather's construction company was a part of the original construction Bryan Park Pool, so it's a place I went to a lot as a kid.

I have had such an enjoyable experience playing in and using all of the facilities Bloomington has to offer. It's my goal to help people have the same enjoyable experience that I did, if not more enjoyable. I'm excited to take on this role and am looking forward to working with everyone!

RESPECTFULLY SUBMITTED,*Alec Curry***Alec Curry, Sports Specialist**

C-1 Agenda itemAdmin. Approval: TS
Date: 6/17/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: June 25, 2024
SUBJECT: APPROVAL OF ADDENDUM WITH REED & SONS FOR BICENTENNIAL GATEWAY SITE IMPROVEMENTS

Recommendation

Staff recommends approval of an addendum with Reed & Sons for the Bicentennial Gateway site improvements.

Amount: \$79,462.44 in additional contract value (original contract was for \$575,000).

Source: 980-18-18018C-54510 Project Code: 980 2020D

Background

Reed & Sons was awarded the contract to complete the site improvements for the Bicentennial Gateways project after a competitive bid in July 2023 (the contract for the gateway element itself was awarded to bo-mar industries). Work was paused when the gateway project went into a redesign phase with Rundell Ernstberger and Associates. However, before work was paused in the fall, some change orders to the project were already approved by Parks staff: improvements to the “Steak and Shake” missing sidewalk on the west side of College Ave. were authorized to maintain an appropriate detour route for pedestrians and cyclists during construction. The change orders authorized before the project paused totaled \$31,695.57. When the redesign was completed, Reed & Sons supplied an additional price of \$47,766.87 to capture the changes in the plan, bringing the total of the change orders approved with this addendum to \$79,462.44 and the total contract not-to-exceed amount to \$654,462.44. Authorizing this addendum will allow Reed & Sons to restart on the project, which will have a new planned completion date of November 2024.

The redesign also created a separate set of construction documents for the new limestone wall itself, which was bid separately, and calls for a separate contract with bo-mar industries for the design, fabrication, and installation of the metal lettering and LED lighting. Approval of those contracts will follow this agenda item.

In all, the cost impacts of the redesign include:

- \$47,766.87 – Reed & Sons change order
- \$249,750.00 – Limestone wall construction
- \$65,000.00 – bo-mar industries lettering & lighting
- \$42,300.00 – additional design fees for REA (approved December 2023)
- (\$362,477.00) – this amount was recouped from the original contract with bo-mar industries for \$395,105 for the vertical gateway element. \$32,628 was not recoverable.

This brings the net impact of the redesign to \$42,339.87 and brings the total project cost to \$1.23 million

out of an original budget of \$1.25 million. However, as part of the redesign, Parks and Recreation also worked with the Bloomington Arts Commission (BAC) to include a separate art element, which will be located approximately 60 feet north (and “in front of”) the gateway wall element. This inclusion is in response to many pieces of public feedback that expressed a desire for “true” public art in this space. As such, the BAC will also be given \$125,000 from the Bicentennial Bond Series C fund to solicit, select, and install a piece of public art in this location. Enough additional funds remain in this bond fund from the original issuance and interest accrued in the intervening years to pay for the art element through the BAC without negatively impacting other projects.

RESPECTFULLY SUBMITTED,

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

Tim Street, Director

January 2024

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
REED & SONS CONSTRUCTION, INC.
FOR
BICENTENNIAL GATEWAY PROJECT CHANGE ORDERS**
(Entered in on the date last entered on the signature lines below.)

WHEREAS, in July 2023 the City of Bloomington Department of Parks and Recreation (the “Department”) and Reed & Sons Construction, Inc. (“Consultant”) entered into an Agreement to construct site improvements for the Bicentennial Gateway Project, attached as Exhibit B; and

WHEREAS, the Department wishes to change aspects of the scope of work for the site improvements and extend the timeline for the project; and

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

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

WHEREAS, pursuant to Article 5 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

NOW, THEREFORE, the parties hereto mutually agree to amend the original Agreement as follows:

Article 2. Services: The Contractor shall make the changes to the original Scope of Work as indicated in the contract documents provided by Rundell Ernstberger and Associates and summarized in the attached request for change (“Exhibit A”). The new completion date for the Scope of Work will be November 15, 2024.

Article 3. Compensation: To reflect an additional charge of not to exceed seventy nine thousand four hundred sixty two dollars and forty four cents (\$79,462.44), bringing the current contract total, including addendums and potential allowances, to a not-to-exceed amount of six hundred fifty four thousand four hundred sixty two dollars and forty four cents (\$654,462.44).

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

CITY OF BLOOMINGTON

REED & SONS CONSTRUCTION, INC.

Tim Street, Director DATE
Parks and Recreation Department

Signature DATE

Kathleen Mills, Park Board President DATE
Board of Park Commissioners

Name, Title

Attachment A
Scope of Work

Reed & Sons Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
Phone: (812) 824-9237
Fax: (812) 824-6616

Request for Change Order

To: City of Bloomington Parks
401 N Morton Street
Bloomington, IN 47404
Project: Gateways Phase 1

RFC No: 05
Date: 6/2/2024
Description: This request for change is in regard to PR 01 issued due to significant change to "Bloomington" sign change per seperate contract.

Limestone was reduced from seventeen (17) blocks to eight (8) blocks. Landscape was increased due to planting schedule revisions per planting schedule shown on plans

Please see attached for concrete and electrical quantity changes.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$47,766.87 will be added to the contract price.

Original Contract	\$575,000.00
Other Approved Change Orders	\$31,695.57
Total Contract to Date	\$606,695.57
This Request	\$47,766.87
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$654,462.44

Authorized Signature: _____ Date: _____
Reed & Sons Construction, Inc.

Authorized Signature: _____ Date: _____
City of Bloomington Parks

Reed & Sons Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
Phone: (812) 824-9237
Fax: (812) 824-6616

Request for Change Order

To: City of Bloomington Parks
401 N Morton Street
Bloomington, IN 47404
Project: Gateways Phase 1

Labor	Hours	Rate	Burden	Fringes	Total
Operator	28	69.73	0.00	0.00	1,952.45
Common Laborer	56	53.99	0.00	0.00	3,023.26
Common Laborer	28	53.99	0.00	0.00	1,511.63
	112				6,487.34

Material	Qty	Cost	Tax	Total
Dump Fee	2	28.00	0.00	56.00
			0.00	56.00

Equipment	Hours	Rate	Total
2001 Linkbelt 210LX Excavator	28	115.00	3,220.00
2019 Mack Tri-Axle	28	84.00	2,352.00
	56		5,572.00

Subcontracts	Number	RFC	Total
Concrete Package	23-0021.01	1	53,050.00
Electrical Package	23-0021.02	1	8,250.00
Landscape Package	23-0021.03	02	3,750.00
Masonry Package	23-0021.04	1	-32,250.00
			32,800.00

Reed & Sons Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
Phone: (812) 824-9237
Fax: (812) 824-6616

Request for Change Order

To: City of Bloomington Parks
401 N Morton Street
Bloomington, IN 47404
Project: Gateways Phase 1

Description	Pcnt	Amount
Labor		6,487.34
Material		56.00
Equipment		5,572.00
Subcontracts		32,800.00
Total Cost		44,915.34
Labor Markup	10%	648.73
Equipment Markup	10%	557.20
Material Markup	10%	5.60
Subcontractor Markup	5%	1,640.00
Contract Amount		\$47,766.87

Exhibit B

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
REED AND SONS CONSTRUCTION, INC.
FOR
BLOOMINGTON GATEWAYS PHASE 1**

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter Board), and Reed and Sons Construction, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

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

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

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

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within **100 calendar days** from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after

the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed five hundred seventy five thousand dollars (\$575,000). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that

portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.

5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans and technical specifications as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The General and Technical Specifications.
11. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Contractor Information
Attn: Tim Street, Operations Director	Attn: Matthew Rollins
401 N. Morton St., Suite 250	299 West Moorman Road
Bloomington, Indiana 47404	Bloomington, IN 47403

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

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

regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington

Board of Park Commissioners

BY:

Kathleen Mills, President, Board of Park Commissioners

BY:

Contractor Representative

Paula McDevitt, Director, Parks and Recreation Dept.

Printed Name

Beth Cate, Corporation Counsel

ATTACHMENT "A"

"SCOPE OF WORK"

BLOOMINGTON GATEWAYS PHASE 1

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project in accordance with the provided construction documents and specifications:

The project site is roughly 1 acre in area. It is an expansion of Miller Showers Park. The scope of work includes selective demolition, minor earthwork, sidewalks, curb work, minor asphalt patching and resurfacing, street tree installation, a small gathering area surrounded by seating, low limestone block walls, and some plantings. The contractor will also install an electrical connection and foundation for a large gateway monolith. The gateway monolith will be fabricated and installed by others through a separate contract. The contractor will be responsible for coordinating with the gateway monolith contractor for installation of the gateway monolith.

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

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT
REGARDING INDIANA CODE CHAPTER 4-13-18
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____ - - - - -)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____ Printed Name of Notary Public _____

ATTACHMENT 'E'

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

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

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

Signature

Printed name

STATE OF INDIANA)
) SS:

COUNTY OF _____)

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

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-2 Agenda itemAdmin. Approval: TS
Date: 6/17/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: June 25, 2024
SUBJECT: APPROVAL OF CONTRACT WITH REED & SONS FOR BICENTENNIAL GATEWAY LIMESTONE WALL CONSTRUCTION

Recommendation

Staff recommends approval of a contract with Reed & Sons for the Bicentennial Gateway limestone wall construction.

Amount: \$249,750

Source: 980-18-18018C-54510 Project Code: 980 2020D

Background

The scope of work included in this contract was developed after the City moved to redesign the vertical gateway element into a gateway comprised of a horizontal limestone block wall. This scope of work was bid separately from the site improvements that were bid and awarded to Reed & Sons in the summer of 2023. Though many vendors were invited and expressed some level of interest, Reed & Sons was the only responsive bidder.

RESPECTFULLY SUBMITTED,

Tim Street, Director

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PARKS AND RECREATION DEPARTMENT

AND

Reed & Sons Construction, Inc.

FOR

BLOOMINGTON GATEWAY SIGN WALL

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter Board), and Reed & Sons Construction, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

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

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

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

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement **by November 15, 2024**, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed two hundred and forty nine thousand seven hundred and fifty dollars and zero cents (\$249,750.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 Payment of Retainage Amount. The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. **If the Board held the retainage, no interest will have been earned or will be payable.** However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

4.03 Escrow Agent The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.

2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans and technical specifications as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The General and Technical Specifications.
11. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Reed & Sons Construction, Inc.
Attn: Tim Street, Director	Attn: Mike Brinson
401 N. Morton St., Suite 250	299 West Moorman Road
Bloomington, Indiana 47404	Bloomington, IN 47403

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington

Board of Park Commissioners

BY:

Kathleen Mills, President,	DATE
Board of Park Commissioners	

Tim Street, Director, Parks and Recreation Dept. DATE

Margie Rice, Corporation Counsel	DATE
----------------------------------	------

BY:

Contractor Representative	DATE
---------------------------	------

Printed Name

ATTACHMENT "A"
"SCOPE OF WORK"

BLOOMINGTON GATEWAY SIGN WALL

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

The project site is roughly 1 acre in area. It is an expansion of Miller Showers Park. The scope of work includes limestone masonry fabrication and installation. The foundation, stem wall, and electrical components of the gateway sign will be fabricated and installed by others through separate contracts. The contractor shall be responsible for coordinating work with the separate contractors.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)

) SS:

COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

ATTACHMENT ‘E’

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2024.

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 _____, 2024.

_____ My Commission Expires: _____

Notary Public’s Signature

_____ County of Residence: _____

Printed Name of Notary Public

C-3 Agenda itemAdmin. Approval: TS
Date: 6/17/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: June 25, 2024
SUBJECT: APPROVAL OF CONTRACT WITH BO-MAR INDUSTRIES FOR GATEWAY
LETTERING

Recommendation

Staff recommends approval of a contract with bo-mar industries for the fabrication and installation of metal lettering and LED lighting for the Bicentennial Gateway.

Amount: \$65,000

Source: 980-18-18018C-54510 Project Code: 980 2020D

Background

Bo-mar industries was originally contracted to fabricate the vertical gateway element that was scrapped when the project entered a redesign phase late last year. After the design was changed to incorporate a horizontal gateway element, we again approached bo-mar industries about using their expertise to design and construct the metal lettering and LED lighting for the gateway wall. Because of the unique nature of the work that includes both designing, fabricating, and installing this lettering in conjunction with the selected contractor (Reed & Sons) performing the site improvements, this was approved as a sole source contract.

RESPECTFULLY SUBMITTED,

Tim Street, Director

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BO-MAR INDUSTRIES, INC
FOR
BICENTENNIAL GATEWAY LETTERING & LIGHTING**

This Agreement, entered into on the last date entered on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bo-Mar industries, 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 11/30/24 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

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 sixty five thousand dollars (\$65,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomington Parks and Recreation
401 N Morton St., Suite 250
Bloomington, IN 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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 2.23.100 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	bo-mar Industries
Attn: Tim Street	Attn: Adam Lee
401 N Morton St., Suite 250	3838 S Arlington Ave
Bloomington, IN 47404	Indianapolis, IN 46203

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

EXHIBIT A

“Scope of Work”

bo-mar Industries, Inc. will design, fabricate, and install metal lettering, backed with LED lighting, for the Bloomington Parks and Recreation Bicentennial Gateway project as indicated in the scope of work below.

bo-mar Industries, Inc.
3838 S Arlington Ave
Indianapolis, IN 46203

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

Quote No: 27935
Friday, June 14, 2024
Page: 1

Attention:

CITY OF BLOOMINGTON - PARKS AND RECREATION
401 N MORTON STREET, SUITE 250
BLOOMINGTON, IN 47404
Phone: 812-349-3711

BLOOMINGTON GATEWAY SIGN WALL
CITY OF BLOOMINGTON, INDIANA

PROJECT NO. 2022-1663.
BID SET DOCUMENTS: MAY 15,2024.

PROJECT LOCATION:
1500 N. COLLEGE AVE. BLOOMINGTON, IN 47404

Line: 1	Part ID: GATEWAY SIGN	Rev:
ALUMINUM DIMENSIONAL LETTERS		
Aluminum Dimensional Channel Letters To Read : BLOOMINGTON. Includes: (11) Individual Letters, Each Letter Is Approximate 4' H x 2' L X 4" Deep. Fabrication Process Will Include Stitch Welding The Letter Return From The Interior Of Letter Face. Module LED Lights - <i>Provided By bomar - Mounted Inside Each Individual Channel Letter.</i>		
Refrence Drawing Sheet: LA501 - Details (3 & 4).		
Finial Finish: Monochromatic Powder Coat, Final Color TBD. Color Selection Made From RAL Standard Color Chart - Final Color Sample's Will Be Provided For Approval.		
Quote Includes Bomar Submittal Drawing For Approval, and Final Field Measurements Of Limestone Wall. (<i>Limestone Wall Provided And Installed By Other</i>).		
<u>Bomar Installation Included.</u> Installation Will Includes; Delivering Parts To Site, Equipment, And Labor (Bomar Will Make Final Electrical Connections During Install, Power Supplied By Others).		
Quantity U/M	Unit Price	Discount Discounted Unit Price Addl Charge Lead Time Total Price
1.00 EA	65,000.00	\$65,000.00
Salesperson: Adam Skelton Adam Lee		
Prices are Valid Until Monday, July 15, 2024		

bo-mar Industries, Inc.

3838 S Arlington Ave
Indianapolis, IN 46203

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

Quote No: 27935

Friday, June 14, 2024

Page: 2

Quote offered by: Blake Russell
Please refer to this quote number when ordering.

SPECIAL NOTE

Due to instability in metals markets, all prices quoted are based on today's cost of material.
Bo-mar Industries reserves the right to adjust our selling price to price in effect at the time order is placed. All quotes are subject to material availability at the time order is placed.

Payment terms are to be COD until Bomar account is established and approved.

Above pricing does not include shipping, applicable sales taxes, or any bond cost unless stated otherwise.

EXHIBIT B

“Project Schedule”

All work shall be completed by November 30, 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-4 Agenda itemAdmin. Approval: TS
Date: 6/18/24

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: June 25, 2024
SUBJECT: PARTNERSHIP AGREEMENT FOR BUG FEST 2024

Recommendation

Staff recommends approval of this partnership agreement to host Bug Fest 2024. There will be no exchange of funds.

Background

For twelve years, the Bloomington Parks and Recreation Department has partnered with the Monroe County Parks and Recreation Department ("MCPR"), the WonderLab Science Museum ("WSM"), and Purdue Extension-Monroe County ("PEMC") to coordinate a Bug Fest event for the Bloomington community. The purpose of this event is to provide a fun way for members of the community to learn about insects and their relatives as well as their importance to our environment by combining available resources from field experts and community sponsors. The event will be hosted on Saturday, August 24 from 10 – 2 p.m. at Karst Farm Park.

RESPECTFULLY SUBMITTED,

Rebecca Swift, Natural Resources Coordinator



**COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP
FOR
BUG FEST 2024**

Partner(s):

This Agreement is made and entered into on the last date entered on the signature lines below, by and between the Bloomington Parks and Recreation Department ("BPRD"), the Monroe County Parks and Recreation Department ("MCPR"), the WonderLab Science Museum ("WSM"), and Purdue Extension-Monroe County ("PEMC").

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

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

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

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

WHEREAS, services provided by each partner will reflect on the others in the Partnership Agreement requiring clear communication and outline of expectations.

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement:

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

2. Duration of Agreement:

This Agreement commences on January 1st and expires on December 31st, 2024 unless terminated earlier as provided under Article 9 of this Agreement. The Bug Fest event will be held on Saturday, August 24th, from 10:00 a.m. - 2:00 p.m.

3. Bloomington Parks and Recreation Department:

The goals of BPRD are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug-themed event called Bug Fest. The event, to be held at Karst Farm Park ("MCPR") on Saturday August

24th, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

BPRD agrees to:

- 3.1. Maintain close contact with John Robertson, event chair, and bring any related issues to his attention.
- 3.2. Assist with the creation of promotional and sponsorship materials to include banners, sandwich boards, and posters.
- 3.3. Maintain a web page for the event within the BPRD website with the assistance and approval of event partners.
- 3.4. Create Bug Fest 2024 pre-registration link through JotForm by July 1, 2024. Share registration information with MCPR for partner communications and social media promotions.
- 3.5. Assist with coordinating exhibitors for the event. Send exhibitor requests to MCPR by July 1, 2024.
- 3.6. Provide 10 pop-up tents, 110 folding chairs, and 45 tables for the event.
- 3.7. Provide program publicity by publishing an event announcement on the BPRD's social media outlets and program guides.
- 3.8. Distribute Bug Fest flyers and make mention of the event during other major family-friendly BPRD events prior to the event.
- 3.9. Assist with bug-themed program activities, games, and tabling displays.
- 3.10. Provide game prizes, craft supplies and design/print passports for bug themed activities.
- 3.11. Provide basic first-aid, AED, walkie talkies, and sunscreen for the event.
- 3.12. Coordinate drop-off and pick-up of Hoosier Hills Food Bank donation bins.
- 3.13. Provide staff to assist with set-up and tear-down of the event.
- 3.14. Recruit and coordinate volunteers, assist with placement and training of volunteers on the day of the event, provide event policy documents to volunteers prior to the day of the event. Create and print name tags for volunteers. Provide drinking water.

4. Monroe County Parks & Recreation Department:

The goals of MCPR are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug-themed event called Bug Fest. The event, to be held at Karst Farm Park (“MCPR”) on Saturday August 24th, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

MCPR agrees to:

- 4.1. Maintain close contact with event partners, coordinate check-in meetings, and bring any related issues to everyone’s attention.
- 4.2. Assist with the coordination of table exhibitors. Develop registration link to collect exhibitor information. Provide final exhibitor information to BPRD for passports by August 1st, 2024.
- 4.3. Assist with the distribution of promotional materials to include flyers, posters, and signs.
- 4.4. Provide event space, coordinate layout and logistics with partners and exhibitors.
- 4.5. Direct day-of parking, designate accessible parking spots, acquire orange cones and barricades to block parking spots, and yard signs to direct traffic.
- 4.6. Identify rental needs. Coordinate food vendors, entertainment, and payment for any rentals (tents, port-a-potty, and handwashing stations etc.).
- 4.7. Recruit and secure event sponsors by July 12th, 2024, coordinate sponsor recognition, and manage event budget. Secure reusable bag donation from Bloomington Hardware.
- 4.8. Provide BPRD with final printed-material requests, including new sponsor logos, by July 26th, 2024.
- 4.9. Create digital save the dates, event map and design brochure to outline exhibits and schedule of events. Send design to PEMC to print by August 2nd, 2024.
- 4.10. Promote Bug Fest at other major family-friendly MCPR events prior to the event.
- 4.11. Share all marketing/promotional material with program partners prior to advertising.
- 4.12. Assist with set-up and tear-down of the event.
- 4.13. Coordinate family friendly bug-themed activities and entertainment for the event. Provide game prizes and craft supplies.
- 4.14. Provide four pop-up tents, large event tent(s) including set-up, ‘did you know’ educational signs, face-cut out bugs, laminated table label signs, event banners.

- 4.15. Manage event t-shirt inventory, storage, and sales. Provide iPad to collect card payments during the event.
- 4.16. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers.

5. The WonderLab Science Museum:

The goals of WSM are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug- themed event called Bug Fest. The event, to be held at Karst Farm Park (“MCPR”) on Saturday August 24th, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

WSM agrees to:

- 5.1. Maintain close contact with John Robertson, event chair, and bring any related issues to his attention.
- 5.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 5.3. Provide program publicity by publishing an event announcement on the WSM’s social media outlets.
- 5.4. Assist with coordinating exhibitors for the event. Send exhibitor requests to MCPR by July 1st, 2024.
- 5.5. Assist with bug-themed program activities, tabling displays, and entertainment.
- 5.6. Provide WSM staff to manage table displays and lead activities.
- 5.7. Provide pop-up tents for WonderLab activity station(s).
- 5.8. Coordinate edible insect activity.
- 5.9. Provide staff to assist with set-up and tear-down of the event.
- 5.10. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers.

6. Purdue Extension-Monroe County:

The goals of PEMC are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug- themed event called Bug Fest. The event, to be held at Karst Farm Park (“MCPR”) on Saturday August 24th, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

PEMC agrees to:

- 6.1. Maintain close contact with John Robertson, event chair, and bring any related issues to her attention.
- 6.2. Create, print, and assist with the distribution of promotional materials including event brochure and event map.
- 6.3. Print ~1200 event maps and brochures. Bring handouts and paper recycling bins.
- 6.4. Promote Bug Fest at other major family-friendly PEMC events prior to the event.
- 6.5. Assist with coordinating exhibitors for the event. Send exhibitor requests to MCPR by July 1st, 2024.
- 6.6. Assist with bug-themed program activities, tabling displays and entertainment.
- 6.7. Provide staff to assist with set-up and tear-down of the event.
- 6.8. Assist with coordinating facilitators for the event. Send exhibitor requests to BPRD.
- 6.9. Provide portable Public Announcement systems, microphones, and extension cords.
- 6.10. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers.

7. Terms Mutually Agreed to By All Partners:

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

BPRD, MCPR, WSM, and PEMC agree to:

- 7.1. Share all photos, marketing, and promotional material between all partners involved.
- 7.2. Coordinate safety management and regulate visitor flow at the event.
- 7.3. Coordinate acknowledgement and thank you for sponsors.
- 7.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 7.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 7.6. Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD, MCPR, WSM, and PEMC shall enroll in and verify the work eligibility status of all

newly hired employees through the E-Verify program. None of the Partners to this Agreement are required to continue this verification if the E-Verify program no longer exists. All Partners shall sign an affidavit affirming that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.

- 7.7. Make sure that the Bug Fest event adheres to each partners' individual COVID-19 guidelines for events in addition to local/state guidelines.
- 7.8. Each partner including its administrators, staff, volunteers, and affiliates, agrees to use the facilities above solely for the use and purposes contemplated in this Agreement, and shall not injure, or in any manner deface or damage the facility or any equipment contained therein and shall not cause or permit anything to be done whereby the facility is defaced or damaged.
- 7.9. If the premises, furnishings, or any portion of the building during the term of this Agreement shall be damaged by the acts, default or negligence of a partners or of a partners' agents, employees, admitted upon the premises by the partner, the partner will pay to Indiana University upon demand such sum as shall be necessary to restore said premises to their present condition.

8. Insurance:

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

9. Notice and Agreement Representatives:

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

City of Bloomington Parks & Recreation

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

Monroe County Parks & Recreation

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

WonderLab Science Museum

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

Purdue Extension-Monroe County

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

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

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

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

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

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

10. Termination:

- 10.1. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31st, 2024, by mutual written agreement only.
- 10.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

Indemnity:

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

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

**CITY OF BLOOMINGTON
PARKS & RECREATION**

**PURDUE EXTENSION-
MONROE COUNTY**

Tim Street, Director
Bloomington Parks & Recreation

Administrator

Kathleen Mills, President
Board of Park Commissioners

Margie Rice, Corporation Counsel

WONDERLAB SCIENCE MUSEUM

Karen Jepson-Innes, Director

**MONROE COUNTY
PARKS & RECREATION**

Kelli Witmer, Director MCPRD

STAFF REPORT

C-5 Agenda item

Admin. Approval: TS
Date: 6/13/24

TO: Board of Park Commissioners
FROM: Hsiung Marler, Recreation Facilities General Manager
DATE: June 25, 2024
SUBJECT: Contract for Installation of Ceiling Mounted Projector and Screen

Recommendation

Staff recommends the Park Board approve the contract with All Pro Integrated Systems for the products and installation of a ceiling mounted projector and screen at the Switchyard Park Pavilion. This ceiling mounted system will be a substantial upgrade in visibility and ease of use over the current system.

A request for quotes and an onsite vendor visit was used during the selection process. Three vendors submitted for the project. All Pro Integrated Systems had far superior products in the acceptable price range. The do not exceed amount of the contract is \$45,382. The overall project is scheduled to come in under budget. Funds to come from 200-18-189006-53990.

Background

One of last criticisms concerning the venue effectiveness of the Pavilion is the functionality of the current projector and screen.

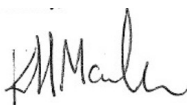
The lumen level of the current projector is 800 lumens. In a venue with the amount of natural light the Pavilion has, this is difficult to see during the daytime. The new projector will be 1600 lumens.

The current projector system is difficult for staff to setup and users to connect to. It is susceptible to outages. The new system has a much simpler interface and two extra redundant connection means.

The current projector requires being cabled to a floor box. This creates a challenge to floor layouts that have to work around the cables on the floor. There is also the need to set the projector cart in front of the screen creating an obstacle for users to see the screen. The screen must also be placed to the side of a speaker. The new system has none of these issues. The project and screen will be in the ceiling and the screen will display above the speaker.

The current screen is 9'x14'. The new drop down screen will be 10x18'. With the larger size, higher more-centralized placement, and a much brighter projector it will be much more visible to event guests.

RESPECTFULLY SUBMITTED,



Hsiung Marler, Recreation Facilities General Manager

January 2024

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
AP SOUND, LLC (ALL PRO INTEGRATED SYSTEMS)
FOR**

This Agreement, entered into on the date last entered on the signature lines below, by and between the City of Bloomington Parks and Recreation Department (the “Department”), and All Pro Integrated Systems, LLC (“Contractor”).

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 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 expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Forty Eight Thousand Three Hundred and Eighty-Two Dollars and Zero Cents (\$45,382.00). 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
401 N. Morton St., Suite 250, Bloomington IN 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the Department's sole risk and

without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and 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 2.23.100 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	AP Sound, LLC
Attn: Hsiung Marler	Attn: Mike Defraties
401 N Morton St, Suite 250	806 Beverly Pkwy
Bloomington, IN 47401	Pensacola , FL 32505

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous

communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-Collusion

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

Article 28. Living Wage Ordinance

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 last indicated on the signatures below.

CITY OF BLOOMINGTON

AP Sound LLC

Margie Rice, Corporation Counsel DATE

Mike Defraties DATE

Paula McDevitt, Director DATE
Parks and Recreation Department

Kathleen Mills, President, DATE
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

SCOPE OF WORK



The following is a description of the technical systems for Switchyard Park in Bloomington, IN

General Project Summary

All Pro will install a new projector and screen in fixed locations in the Switchyard Park Main Pavilion to replace the existing mobile system. The new projector will compete with high amounts of natural and ambient light coming in from south-facing windows, providing vivid and clear picture for all presentations. This projection system will be tied into the existing Crestron control system. Input plates have been reused and repurposed where possible to save the client money.

The spaces included within the scope of this proposal include:

- Switchyard Park Main Pavilion

Project Objective

To provide Bloomington Parks and Recreation with a permanently-mounted solution their existing projection system.

Technical Scope

Video Projection System

- Draper motorized screen 18' wide by 10' high 16:9 format hung at the east end of the room (control switch mounted on south side of presenter position)
- Epson 16,000 lumen laser projector ceiling mounted roughly 40' from the projection screen
- The new projector will be connected to the existing Crestron control system
- The (2) existing HDMI transmitters will be relocated (one at presenter location and one a 1/3 of the way into the room on a support truss)
- Barco ClickShare CX-20 wireless presentation system with 1 transmitter
- The Crestron system will be reprogrammed as needed for optimal performance

Scissor lift to be provided by client

System Training

- Training is essential to your success and satisfaction with your new system. All Pro is committed

Presented by: Michael DeFraties
Project: Switchyard Park Pavilion - Projection System #54711143
Quote valid through: 2024-03-21

Printed on 2024-03-06
Page 4 of 10



to providing clear, effective instructions for your users to understand and control your new system.

- **System training** provides your users with an overview of the fundamental operation of your new system. Training includes the basic details required to understand intended system workflow, equipping your team to confidently operate the primary functions of your new system.

- **Sessions include**

- Basic system design and component overview
- Intended operation and workflow
- Proper startup, stop, and shutdown sequences
- Automatic and manual operation options
- Review of system operation documentation
- Review of system processor and control applications
- System powering sequences via remote control system
- Manual system operation and related components
- Routing and proper use of patch panels
- Quick access to All Pro technical support

- **System Turnover Training**

- All Pro shall provide System Turnover Training. This on-site training is intended for end users. System Turnover Training is conducted following system commissioning and deployment.
- Sessions cover All Pro provided user-operated equipment only. Sessions are presented in-person and are recommended for a total of four participants per each system to allow for sufficient hands-on training.
- Sessions include:

- Basic system design and component overview.
- Proper startup, stop, and shutdown sequences.
- Intended operation and workflow.
- Basic operation of software and hardware user interfaces.

Presented by: Michael DeFraties

Project: Switchyard Park Pavilion - Projection System #54711143

Quote valid through: 2024-03-21

Printed on 2024-03-06

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ALL PRO
INTEGRATED SYSTEMS
a Sweetwater company

City of Bloomington Parks and REC - Projection System

PART #	MFG	PART DESCRIPTION	QTY
PROJECTION SYSTEM			
155110	DRAPER	Acumen XL V, 248", HDTV, Matt White XT1000VP, 110 V	1.00
EPS-V11HA67820	ESPON	ESPON HIGH BRIGHTNESS EB-PU2216B PROJECTOR, 16,000 LUMENS, WUXGA, BLACK	1.00
ELPLM15	EPSON	EPSON MIDDLE THROW ZOOM LENS #2	1.00
R8881612US	BARCO	BARCO CX-20 WIRELESS PRESENTATION AND BYOM CONFERENCE SYSTEM	1.00
NFHD18G-3PROBLK	COMPREHENSIVE	COMPREHENSIVE PRO AV/IT INTEGRATOR SERIES NANOFLEX HDMI 18G CABLE 3FT	1.00
NFHD18G-9PROBLK	COMPREHENSIVE	COMPREHENSIVE PRO AV/IT INTEGRATOR SERIES NANOFLEX HDMI 18G CABLE 9FT	2.00
ALL PRO CARE			
SMA-TURNOVER TRAINING SESSION		Turnover Training Sessions	1.00
OTHER ITEMS			
SMA-1YR-WORKMANSHIP		1 Year Workmanship Warranty	1.00

SUMMARIZATION

EQUIPMENT SUBTOTAL
INSTALLATION LABOR, PROJECT MANAGEMENT & DESIGN/DRAFTING
HARDWARE & ACCESSORIES
EQUIPMENT RENTALS
MOBILIZATION
SHIPPING & FREIGHT
SALES TAX

SHIPPING
INCLUSION

5k LESS FOR 131k
INSTEAD OF 16k

BOB will provide SCISSOR LIFT.

Presented by: Michael DeFraties
Project: Switchyard Park Pavilion - Projection System #54711143
Quote valid through: 2024-03-21

Printed on 2024-03-08
Page 8 of 10

EXHIBIT B

“Project Schedule”

Parties shall work together to set schedule. All work shall be completed by December 1, 2024, unless otherwise agreed between the parties in writing.

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.

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 _____, 2024.

Notary Public’s Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

C-6 Agenda itemAdmin. Approval: TS
Date: 6/13/24

TO: Board of Park Commissioners
FROM: Leslie Brinson, Recreation Services General Manager
DATE: June 25, 2024
SUBJECT: Approval of a Partnership Agreement with Visit Bloomington

Recommendation

Staff recommends the approval of the partnership agreement with Visit Bloomington for the coordination of a two part concert series to take place at Switchyard Park during the months of June and July. The partnership agreement does not include a monetary exchange.

Background

The Parks and Recreation Department will be working with Visit Bloomington for the second year of a Thursday Night Concert Series at Switchyard Park. The partnership agreement outlines the responsibilities of each partner for the two concert nights. There is no monetary exchange, but each partner will have responsibilities during the planning and on site concerts. The Parks and Recreation Department will be responsible for the concert venue (Switchyard Park Main Stage), scheduling of food and alcohol vendors as well as the Homeland Security Permit. Visit Bloomington will be responsible for all aspects of the entertainment, security, portlets and additional parking. The Parks and Recreation Department has a long standing relationship with Visit Bloomington and look forward to bringing this concert series to the community for the second year.

RESPECTFULLY SUBMITTED,**Leslie Brinson, Recreation Services General Manager**

COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into on the dates last entered on the signature lines below, by and between the Bloomington Parks and Recreation Department (BPRD), and Visit Bloomington.

WHEREAS, there is a need for a music event that would provide a tourism opportunity that would bring visitors to the community and drive economic growth: and,

WHEREAS, the BPRD and Visit Bloomington desire to cooperate in the provision of a Thursday night summer concert series called Switchyard Park Thursday Night Summer Concert Series; and,

WHEREAS, Visit Bloomington is qualified to perform such services; and,

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement:

The goal of this project is to outline a program partnership which will provide a Thursday night concert series at Switchyard Park that would promote and grow the quality of live music and the music industry in Bloomington and Monroe County and create awareness for Bloomington as a music destination.

2. Duration of Agreement:

This Agreement commences on June 1, 2024 and expires on September 2, 2024 unless terminated earlier as provided under Article 7.

3. Bloomington Parks & Recreation

The goals of BPRD are to partner with other community agency(s) and provide an opportunity for the Bloomington community to participate in a free and accessible summer concert series. The series, to be held at Switchyard Park, on Thursday, June 20th, and Thursday, July 18th.

BPRD agrees to:

3.0 Provide Switchyard Park Main Stage and Main Performance Lawn at no cost for the events listed above.

3.1. Include Switchyard Park Thursday Night Concert Series on our Homeland Security Event and Amusement application for Switchyard Park.

3.2. Create and assist with the distribution of promotional materials to include flyers, social media posts and inclusion in the Parks and Recreation Summer Concert Series promotions.

3.3. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.

3.4. Promote the Switchyard Park Thursday Night Summer Concert Series at other concerts and BPRD events prior to the event.

3.5. Provide full-time/part-time staff necessary for the events.

3.6. Assist with providing volunteers if needed.

3.7. Contact, schedule and confirm permits for an Alcohol vendor to provide sales at the events. Provide fencing, tables and chairs for the beer garden area.

3.8. Provide maintenance staff who shall be assigned to maintain and prepare the facility on the day of the events. Additional maintenance support staff needed to perform other repairs, tasks and services shall also be provided.

3.9. Take any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues by referral to BPRD on the designated form within 24 hours of observation.

3.10. Communicate and coordinate with Food Truck Friday organizers to provide multiple food trucks on site during the concerts.

4. Visit Bloomington

The primary goal of Visit Bloomington would be to grow Sunday through Thursday live music events to attract visiting music fans to Bloomington and Monroe County. The higher level goal of Visit Bloomington is to positively impact the local economy, culture, and overall quality of life in Monroe County through tourism development.

Visit Bloomington agrees to:

4.1. Maintain close contact with Leslie Brinson, Recreation Services General Manager, and address any related issues to her attention.

4.2. Work with Entertainment Promoter to schedule and organize all Switchyard Park Thursday Night Summer Concert Series entertainers, including payment and rider requirements.

4.3. Contract with Sound Engineering Company to provide sound support.

- 4.4. Contract and coordinate payment for Security Company.
- 4.5. Contract and coordinate the delivery and pick up of Port o Potties.
- 4.6. Coordinate with local businesses to provide a location for Shuttle pick up and drop.
- 4.7. Create and distribute marketing materials and include Bloomington Parks and Recreation as an event partner.
- 4.8. Assist in providing volunteers necessary for the event.
- 4.9. Assist with set-up and tear-down of events.
- 4.10. Provide appropriate staffing for each night of the concerts.
- 4.11. Visit Bloomington shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and Visit Bloomington shall provide Parks with a certificate of insurance prior to the concerts under this agreement. Visit Bloomington and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

5. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between Visit Bloomington and BPRD for the Switchyard Park Thursday Night Summer Concert Series.

BPRD and Visit Bloomington agree to:

- 5.1. Share all marketing/promotional material between both partners involved **prior to** any advertising.
- 5.2. Coordinate safety management and regulate visitor flow.
- 5.3. Coordinate acknowledgement and thanks for sponsors.
- 5.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 5.6. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article (including alcohol) is expressly prohibited without a Special Use Permit.

6. Notice and Agreement Representatives:

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

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

Visit Bloomington
Mike McAfee
2855 N. Walnut Street
Bloomington, IN 47404
(812) 334-8900

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

Bloomington Parks and Recreation
Leslie Brinson, Recreation Services General Manager
(812) 349-3715

Visit Bloomington
Mike McAfee
(812) 334-8900

7. Termination:

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

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

City of Bloomington

Visit Bloomington

Margie Rice, Corporation Counsel DATE _____

Mike McAfee DATE

City of Bloomington Parks and Recreation

Tim Street, Director
DATE

Kathleen Mills, President DATE _____
Board of Park Commissioners

APPENDIX A-1

STATE OF INDIANA
SS:
COUNTY OF _____

AFFIDAVIT

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

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Notary Public

Printed name

My Commission Expires: _____

INDEMNITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, The Convention and Visitors Bureau of Monroe County Ind. d/b/a Visit Bloomington, and the City of Bloomington (collectively, the "Indemnitors") agree to the fullest extent permitted by law to indemnify and hold harmless AFR Partners, LLC, IEC Ventures, LLC, Travis, LLC, Southgreen Partners, LLC, and FC Group, LLC (collectively, the "Indemnitees"), and their respective successors and assigns, from any claim, action, liability, loss, damage or suit, arising from Indemnitor's use of the vacant land located at the 1300-1400 Block of South Rogers, Bloomington, Indiana (the "Property"), for parking related purposes for the 2024 Performing Arts Series activities on the following dates of June 20th, 2024, June 21st, 2024, July 18th, 2024, and July 19th, 2024. Indemnitors will also be permitted to access the property the day following each event for clean up. Indemnitors agree to return the Property to the same condition that existed immediately prior to their use, including the removal/towing away of any vehicles left on the Property.

Before the use of the Property, Indemnitors agree to provide Indemnitees with a Certificate of Insurance acceptable to Indemnitees showing limits of liability acceptable to Indemnitees. In no event shall the limits of liability shown on the Certificate of Insurance be construed as the limits of liability under this agreement.

In the event of any asserted claim, Indemnitees shall provide Indemnitors reasonably timely written notice of same, and thereafter Indemnitors shall, at their own expense, defend, protect and hold harmless Indemnitees against said claim or any loss or liability arising thereunder. In the further event Indemnitors should fail to so defend and/or indemnify and hold harmless, then in such instance Indemnitees shall have full rights to defend, pay or settle said claim on their behalf without notice to Indemnitors and with full rights to recourse against Indemnitors for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. Upon default, Indemnitors further agree to pay all reasonable attorney's fees necessary to enforce this agreement.

This Agreement shall be unlimited as to amount or duration, and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. This Agreement shall be construed under and in accordance with the laws of the State of Indiana. Time is of the essence in all matters under this Agreement. In case any provision contained in this Agreement is held invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement constitutes the entire agreement between the parties and may not be amended or modified unless in a writing and executed by the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement binding all of the parties hereto, and that a signature is effective upon receipt of the document containing the original, facsimile, PDF, or electronically generated signature of the party.

Each person executing this Agreement represents and warrants that he or she has full authority to sign on behalf of the party for whom he or she signs, and that this Agreement binds such party.

INDEMNITOR

CITY OF BLOOMINGTON AND THE CITY OF
BLOOMINGTON PARKS AND RECREATION
DEPARTMENT

Date: 6/12/2024

By: Tim Street, Director, Parks and Recreation

By: Margie Rice
Margie Rice, Corporation Counsel

VISIT BLOOMINGTON

Date: _____

By: _____

INDEMNITEE

AFR PARTNERS, LLC

Date: _____

By: _____
Tim J. Mitchell, Member

INDEMNITEE

IEC VENTURES, LLC

Date: _____

By: _____
Tim J. Mitchell, Member

INDEMNITEE

TRAVIS, LLC

Date: _____

By: _____
Tim J. Mitchell, Member

[Signatures continued on next page]

INDEMNITEE

Date: _____:

SOUTHGREEN PARTNERS, LLC

By: _____
John W. Bender, Member

INDEMNITEE

Date: _____:

FC GROUP, LLC

By: _____
Tim J. Mitchell, Member

STAFF REPORT

C-7 Agenda item

Admin. Approval: TS
Date: 6/25/2024

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Division Director
DATE: June 25, 2024
SUBJECT: REVIEW/APPROVAL OF CONTRACT WITH CASSADY ELECTRIC FOR WINSLOW TENNIS LIGHTS

Recommendation

Staff recommends approval of a contract with Cassady Electrical Contractors Inc. to upgrade the tennis court lights and timer/controls at Winslow Sports Park.

Background

The Sports Division asked for a quote from 3 different companies and they are as follows:

Price Electric Inc. - \$19,840.00

Cassady Electrical Contractors Inc. - \$19,900.00

Electric Plus. - \$60,050.00

Cassady Electrical Inc. was selected due to the minor difference in quotes (\$60) and because they offered the best warranty (5 years lights and 2 years labor). Cassady also completed the RCA park tennis lights in March and can install the same light system and push button at Winslow. This project is being completed to upgrade the old lights to LED technology and to install a push button activation that will prevent the lights from staying on during nights when no one is using the courts.

RESPECTFULLY SUBMITTED,



Satoshi Kido, Sports Division Director

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Cassady Electrical Contractors Inc.
FOR
Winslow Sports Park Tennis Courts Lights**

This Agreement, entered into on the last date entered on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Cassady Electrical Contractors Inc. (“Contractor”).

Article 1. Scope of Services

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

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Satoshi Kido, Sports Division Director, 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 Nineteen Thousand Nine Hundred Dollars (\$19,900.00). 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:

Satoshi Kido
City of Bloomington Parks and Recreation

401 N Morton St. Ste. 250
PO Box 848
Bloomington, IN 47402

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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 2.23.100 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	Cassady Electrical Contractors Inc.
Attn: Satoshi Kido	Attn: Shawn Trendelman
401 N Morton St. Ste. 250, PO box 250	P.O. Box 53
Bloomington, IN 47402	Ellettsville, IN 47429

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 below.

CITY OF BLOOMINGTON

Cassady Electrical Contractors Inc.

Margie Rice, Corporation Counsel DATE

Shawn Trendelman, DATE
Cassady Electrical Contractors

Tim Street, Director DATE
Parks and Recreation Department

Kathleen Mills, President, DATE
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Cassady Electrical Contractors Inc. is offering a quote to do the following lighting upgrades for the tennis courts:

Timer

- Add a digital time clock to only allow lights to come on during specific times
- Add a digital timer to allow lighting to work for a timed duration
- Add a pushbutton for each tennis court to work independently

Lighting per court

- Demo 24 existing LED lights
- Provide and install (24) 34,500 lumens LED lights

Install a contactor and timer switch to control lighting for the sum of: \$19,900

EXHIBIT B

“Project Schedule”

Project is scheduled to begin on or after July 1, 2024, with a completion by on October 1, 2024. A detailed project schedule will be available after approved contract by the Board of Park Commissioners.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2024.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT “E”

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

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

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public

County of Residence:_____

Name Printed

Commission Number

STAFF REPORT

C-8 Agenda item

Admin. Approval: TS
Date: 6/17/2024

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Division Director
DATE: June 25 2024
**SUBJECT: THE 32nd DON BRINEMAN MEMORIAL GOLF
SCRAMBLE/BLOOMINGTON PARKS FOUNDATION GOLF SCRAMBLE**

Recommendation

Staff recommends that fees for the Bloomington Parks Foundation's Annual Golf Scramble be waived on Wednesday, August 28, 2024.

Background

This event is a fundraiser for the Bloomington Parks Foundation. The tournament generally raises \$5,000-\$9,000. The Foundation provides scholarships for Bloomington Parks and Rec Program, such as Kid City Summer Camp, Golf Camp, Swim lessons, and Bloomington Youth Basketball. The shotgun start is at 1:30pm on Wednesday, August 28 at Cascades Golf Course. We welcome any Park Board members that would like to participate in this tournament.

RESPECTFULLY SUBMITTED,



Satoshi Kido, Sports Division Director

STAFF REPORT

C-9 Agenda item

Admin. Approval: TS
Date: 6/17/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: June 25, 2024
SUBJECT: CONTRACT WITH E&B PAVING FOR RCA PARK CONCRETE WORK

Recommendation

Staff recommends approval of a contract with E&B Paving for concrete work at RCA Park.

Amount: \$30,210

Source: ARPA Funds 176-18-G21005-54510

Background

The Parks and Recreation Department is preparing to install a new large, rentable picnic shelter in a new location at RCA Park, following the removal of the old shelter in January 2023. The new shelter will be placed in a more prominent, visible, and accessible location. For this contract, E&B will install the twelve concrete footers for the new shelter as well as a new accessible sidewalk from the parking lot to the shelter. The rest of the work to install the shelter will be completed internally by our employees in the coming months. We anticipate opening the new shelter to the public this fall.

RESPECTFULLY SUBMITTED,



Tim Street, Director

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
E&B PAVING, INC.
FOR
CONCRETE WORK FOR RCA PARK LARGE PICNIC SHELTER**

This Agreement, entered into on the date last entered on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and E&B Paving, 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 8/31/24 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed thirty thousand two hundred ten dollars (\$30,210). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomington Parks and Recreation
401 N Morton St., Suite 250
Bloomington, IN 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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 2.23.100 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	E&B Paving
Attn: Tim Street	Attn: Jeff Ooley
401 N Morton St., Suite 250	286 West 300 North
Bloomington, IN 47404	Anderson, IN 46012

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

Article 28. **Living Wage Ordinance.** 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. ARPA Funding

Contractor shall execute Exhibit F to this agreement, which provides additional terms and conditions applicable to agreements involving the use of America Rescue Plan Act (“ARPA”) funds.

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

CITY OF BLOOMINGTON**E&B PAVING, INC.**

Margie Rice, Corporation Counsel DATE

Signature DATE

Tim Street, Director DATE
Parks and Recreation Department

Name, Title

Kathleen Mills, President, DATE
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

E&B Paving shall install the picnic shelter reinforced concrete footings and accessible ramp as per the specifications and plans included in the Request for Quotes that was issued in May 2024. The proposal letter below outlines the scope of work:

**E&B PAVING, LLC****PROPOSAL**

Date	May 22, 2024	Project	RCA Park Shelter
Owner	City of Bloomington Parks and Recreation	Location	RCA Park
Address	401 N Morton Street	City	Bloomington
City/State/Zip	Bloomington, IN 47402	Bid Date	5/22/2024
Attn	Tim Street	Engineer	BRCJ
Phone	812-349-3711	Plan Date	12/11/2023
Fax		Revisions	
Email	tim.street@bloomington.in.gov	Addendum	1

E & B Paving would like to submit price quotations for the following items:

1	REINFORCED CONCRETE COLUMN FOOTINGS 36X60	12.000	EACH	\$1,520.00	\$18,240.00
2	4 INCH CONCRETE SIDEWALK AND 4 INCH BASE STONE	68.000	SYS	\$165.00	\$11,220.00
3	BRCJ STAKE BUILDING CORNERS	1.000	LS	\$750.00	\$750.00
				Base Bid Total:	\$30,210.00
4	REINFORCED CONCRETE STEPS ALTERNATE	12.000	CYS	\$1,450.00	\$17,400.00
<i>Excludes handrails</i>				Alt. Bid Total:	\$17,400.00

Please note the following:

- 1 This quote may be withdrawn by E & B Paving if not accepted within 15 days.
- 2 Indiana State Sales Taxes
- 3 Number of mobilizations included
- 4 Additional mobilizations
- 5 The above work is based upon being completed on weekdays and in the 2024 construction season.
- 6 All E&B work areas shall be made available at the same time for continuous and uninterrupted construction work.
- 7 Weekend work will require additional charges and is not included in the above pricing unless otherwise noted.
- 8 Any work carried over to the next construction season may be subject to a price increase for labor & materials.
- 9 All agreements contingent upon strikes, accidents, or delays beyond our control.
- 10 Any changes from above quoted work, including extra work, will not be performed without a signed change order
- 11 Testing, bonds or permits are not included.
- 12 Winter weather protection for concrete work is not included in the above prices.
- 13 All excavation spoils from our work will be removed from the site and properly disposed.
- 14 Aluminum handrails at steps are excluded.
- 15 The project owner is responsible for all utility locates not covered under Indiana Underground's 811 service.
- 16 A signed quote or contract is necessary before E & B Paving can begin work

EXCLUDED**ONE**

each

TBD

each

AN EQUAL OPPORTUNITY EMPLOYERwww.ebpaving.com**ASPHALT AND CONCRETE CONTRACTORS**

page 1 of 2



E&B PAVING, LLC

Due to the recent volatility in the oil market, it is necessary to attach an Escalator / De-Escalator clause to our proposal.

This escalator / de-escalator clause only pertains to liquid asphalt products. All other materials and supplies are not affected, unless otherwise noted in our proposal. Any increase or decrease in our cost for liquid asphalt materials after 15 days from the date of this proposal, shall be invoiced accordingly. Proper documents verifying original bid cost and purchase price will be provided.

A 1-1/2% monthly finance charge may be applied to all past due accounts. This computes to an annual rate of 18%. If any amount due for services or materials provided by E & B Paving, LLC. is not fully paid within 30 days from the date such services or materials were provided, it is agreed and understood that all costs, including but not limited to attorney fees, incurred by E & B Paving, LLC. related to the collection of such amounts will be recoverable by E & B Paving, LLC.

Thank you for the opportunity to submit price quotation(s) for your project. Please contact our office if you have any questions or if we can be of any further assistance.

Submitted By:

Jeff Ooley

Sales / Project Manager

E & B Paving, LLC - Bloomington

2520 W. Industrial Park Dr. • Bloomington, IN 47404

Phone: 812.334.7940 • Fax: 812.334.7941

jeff.ooley@ebpaving.com

Cell: 812-512-0681

Accepted By:

Printed Name:

Title:

Date:

EXHIBIT B

“Project Schedule”

All work shall be completed by August 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 _____, 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
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

**EXHIBIT F
ADDENDUM**

**To the Agreement between the City of Bloomington and E&B Paving
Providing Additional Terms and Conditions Applicable to Agreements Involving the Use of
America Rescue Plan Act (“ARPA”) Funds**

The following additional terms and conditions, which apply when an agreement will be funded by the City in whole or part with federal funds, are incorporated in full into the above Agreement and govern in the event of any conflict with terms and conditions contained in that Agreement.

- 1. Period of Performance/final invoices due by no later than November 1, 2026.** Contractor’s period of performance shall end and all contractor invoices must be received no later than November 1, 2026, to permit final payments to be made before December 31, 2026.

- 2. Registration in Federal System for Award Management (SAM).** Contractor must be registered in the SAM, provide its unique entity identifier and proof of registration to City, and throughout the term of the Agreement maintain an active SAM registration with current information.

- 3. Compliance with Laws.** Contractor shall comply with all applicable federal statutes, regulations, and executive orders in the performance of its activities under this Agreement, and shall require the same of any subcontractors or third parties involved in Contractor’s performance of this Agreement. Such statutes, regulations and executive orders are herein incorporated by reference and made of part of this Agreement, and may include but are not limited to:
 - a. The Davis-Bacon Act, 40 USC 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5;
 - b. The Copeland Anti-Kickback Act, 40 USC 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3
 - c. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170
 - d. Recipient Integrity and Performance Matters, 2 CFR Part 200, Appendix XII, and all other applicable ethics law and regulations
 - e. New Restrictions on Lobbying, 31 CFR Part 21
 - f. Uniform Relocation Assistance and Real Property Acquisition Act of 1970, 42 USC 4601-4655 and implementing regulations
 - g. The Clean Air Act, 42 USC 7401-7671q, the Federal Water Pollution Control Act as amended, 33 USC 1251-1387, and other generally applicable federal environmental laws and regulations
 - h. The New Restrictions on Lobbying, 31 CFR Part 21. Contractor shall complete the Certification Regarding Lobbying attached to this Addendum as Exhibit 1 and provide it to the City within thirty (30) calendar days of executing this Agreement
 - i. Contract Works Hours and Safety Standards Act, 40 USC 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5
 - j. Statutes and regulations prohibiting discrimination applicable to Contractor’s performance under this Agreement, including:

- i. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, and which also include protections to persons with "Limited English Proficiency" (LEP Persons) in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of Treasury's Title VI regulations at 31 CFR Part 22;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. **Debarment & Suspension.** Contractor agrees and certifies that it shall adhere to Federal Executive Order 12549, Debarment and Suspension, and further certifies that neither it nor its principals have been suspended or debarred from participation in Federal grants or other Federal funding programs. The Contractor shall not enter into any contract or subcontract with third parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities. This Agreement is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.
5. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:
- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.'
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 6. Notice of Federal Award in Publications.** Contractor shall display on any publications produced with funds provided under this Agreement, “This project [is being] [was] supported, in whole or in part, by federal award number 1505-0271 awarded to the City of Bloomington by the U.S. Department of the Treasury.”
- 7. Whistleblower Protections.** In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court of grand jury; and/or
 - vii. A management official or other employee of the City, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 8. Drug-Free Workplace.** Contractor certifies that it shall comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and Treasury’s implementing regulations published at 31 CFR Part 20, which require that non-Federal entities take actions to provide a drug-free workplace.
- 9. Increasing Seat Belt Use in the United States.** Pursuant to Federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should adopt and enforce, and encourage its subcontractors to adopt and enforce, on-the job seat belt policies and programs for their employees when they are operating company-owned, rented, or personally owned vehicles.
- 10. Reducing Text Messaging While Driving.** Pursuant to Federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce, and encourage its subcontractors to adopt and enforce, policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

CITY OF BLOOMINGTON

E&B Paving

BY:

Margie Rice, Corporation Counsel

Tim Street, Director
Parks and Recreation

BY:

Signature

Printed Name

STAFF REPORT

C-10 Agenda item

Admin. Approval: TS
Date: 6/17/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: June 25, 2024
SUBJECT: CONTRACT WITH BRCJ FOR SWITCHYARD PARCEL WORK

Recommendation

Staff recommends approval of a contract with Bledsoe, Riggert, Cooper, and James for deed work related to Switchyard Park.

Amount: \$6,800
200-18-189006-53990 - \$6,000
200-18-189000-53909 - \$800

Background

In order to “close” the Switchyard Park project with the Indiana Department of Environmental Management, an Environmental Restrictive Covenant (ERC) must be recorded on the deed detailing information about the sequestration of coal ash and cinders (CAC) on the site. Because Switchyard Park is currently comprised of eight separate parcels, this task is nearly impossible. BRCJ conducted the site surveys for the construction of Switchyard Park and will now use that information to prepare a new legal description to combine the eight separate parcels into one parcel, enabling the ERC to be recorded and the site to be closed.

RESPECTFULLY SUBMITTED,



Tim Street, Director

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLEDSOE, RIGGERT, COOPER & JAMES, INC
FOR
LEGAL DESCRIPTION DEED WORK FOR SWITCHYARD PARK**

This Agreement, entered into on the date last entered on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bledsoe, Riggert, Cooper, and James, Inc. ("Contractor").

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before 8/1/24 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed six thousand eight hundred dollars (\$6,800). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomington Parks and Recreation
401 N Morton St., Suite 250
Bloomington, IN 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 22. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of

the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	Bledsoe, Riggert, Cooper, & James, Inc.
Attn: Tim Street	Attn: Chris Porter
401 N Morton St., Suite 250	1351 W. Tapp Rd.
Bloomington, IN 47404	Bloomington, IN 47403

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

BLEDSON, RIGGERT, COOPER, & JAMES

Margie Rice, Corporation Counsel DATE

Signature _____ DATE _____

Tim Street, Director
Parks and Recreation Department

DATE _____

Name, Title

Kathleen Mills, President,
Board of Park Commissioners

DATE

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Bledsoe Riggert Cooper James

LAND SURVEYING • CIVIL ENGINEERING • GIS

May 15, 2024

Tim Street
Director
Parks & Recreation, City of Bloomington, IN
812-349-3711
tim.street@bloomington.in.gov

RE: Switchyard Park Legal Descriptions Proposal.

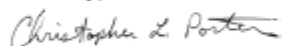
Mr. Street,

Per our conversation, Bledsoe Riggert Cooper & James, Inc. is pleased to present this proposal for professional services. We propose to prepare legal descriptions to facilitate the combination of eight (8) parcels at Switchyard Park (as shown on the Deed Plot Exhibit below) into one parcel. Our legal descriptions can be used by an attorney to prepare the necessary deeds or documents. This proposal assumes that current deed descriptions and prior surveys can be used as the basis for our legal descriptions and that no field work will be required.

We propose to complete these services on an hourly basis based on the fee schedule below for a fee not to exceed \$6,800.

We appreciate the opportunity to submit this proposal for your consideration. We ask that if this proposal is acceptable, please sign and return a copy to our office as notice to proceed. Please contact me if you have any questions or concerns.

Sincerely,



Christopher L. Porter, P.S.

Accepted By:

Signature

Date

Printed name

FEE SCHEDULE (Effective March 1, 2022) HOURLY RATES

Registered Land Surveyor	\$ 140.00
Registered Engineer	\$ 140.00
GIS Software Engineer	\$ 140.00
Surveyor / Engineer / Designer	\$ 100.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 140.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 90.00
Clerical	\$ 70.00

#7 - Indiana Railroad

#8 - Triple C Trucking

#3 - Wee Willie's

#1, 2, 4, 5, 6 - McDoel Switchyard

EXHIBIT B

“Project Schedule”

All work shall be completed by August 1, 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-11 Agenda itemAdmin. Approval: TS
Date: 6/17/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: June 25, 2024
SUBJECT: CONTRACT WITH MADER DESIGN FOR BUILDING TRADES PARK PHASE ONE IMPROVEMENTS DESIGN

Recommendation

Staff recommends approval of a contract with Mader Design to design Phase I accessibility improvements for Building Trades Park.

Amount: \$59,000 (\$56,500 plus \$2,500 for allowances).
Source: ARPA Funds 176-18-G21005-54510

Background

After the completion of the Building Trades Park Master Plan earlier this spring, the first phase of accessibility improvements need to be designed. Funding has been set aside as part of the department's ARPA allocation in 2024 to design and construct some of these accessibility improvements. Mader Design is best positioned to design these improvements since they completed the master plan and are familiar with the site. The first phase of improvements will focus on north-south accessibility across the site: the old wooden ramp will be removed and a new north-south connection will be prioritized. As funding allows, the old shelter will be taken down and replaced with a new picnic shelter in a more accessible location. The goal is to contract these improvements for construction in 2025 by the end of this year.

RESPECTFULLY SUBMITTED,

Tim Street, Director

AGREEMENT (CONTRACT)
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
MADER DESIGN, LLC
FOR
BUILDING TRADES PARK PHASE I IMPROVEMENT DESIGN

This Agreement, entered into on the date last entered on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Mader Design, 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 June 30, 2024 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed fifty nine thousand dollars (\$59,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

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without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

Contractor shall indemnify, and hold harmless the City of Bloomington, the Department, and the officers and employees of the City and the Department from damages, costs, expenses or other liability **to the extent resulting from the reckless or negligent performance of Contractor's professional services**, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

Contractor shall comply with City of Bloomington Ordinance 2.23.100 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		Jeff Mader
Tim Street		Mader Design
401 N. Morton, Suite 250		302 Main Street
Bloomington, Indiana 47402		Beech Grove, Indiana 46107

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

Article 28. ARPA Funding

Contractor shall execute Exhibit E to this agreement, which provides additional terms and conditions applicable to agreements involving the use of America Rescue Plan Act (“ARPA”) funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year last written on the signature lines below.

CITY OF BLOOMINGTON

MADER DESIGN

Margie Rice, Corporation Counsel DATE

Jeff Mader, Principal/Owner DATE

Tim Street, Director DATE
Parks and Recreation Department

Kathleen Mills, President, DATE
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

June 13, 2024

Tim Street, Director
Bloomington Parks & Recreation
P. O. Box 848
Bloomington, IN 47402



302 main street, beech grove, indiana, 46107
p: 317-889-1775
www.maderdesignllc.com

RE: Letter of Agreement - Landscape Architecture Services
Building Trades Park Phase 1 Design

Dear Tim,

Thank you for the opportunity to submit this Letter of Agreement for the landscape architecture services to complete Design and Construction Documents for site improvements for the Building Trades Park Phase 1 (Project) between Bloomington Parks & Recreation (Owner) and Mader Design LLC (Landscape Architect). Landscape Architect will engage LandWorx Engineering to provide Civil Engineering support for the project.

Assumptions

1. The project is for the Phase 1 improvement of Building Trades Park in Bloomington, Indiana, focused on the accessible walk and picnic shelter. We anticipate a budget of \$525,000-\$600,000, understanding that the Owner may provide some demolition and/or site preparation work for the project, and alternates may be used to accommodate available funding.
2. Scope is based on the previously completed master plan and phone discussions and emails with Owner.
3. Information provided by Owner is complete and accurate and assumed to be true for the purposes of the Project. Owner shall be available to answer questions and provide design input throughout the Project process.
4. Owner has provided Survey in CAD format for use in the design process.
5. Owner shall assist with coordination relative to reviews and approvals with City Departments for the City's General Grading Permit. We do not anticipate a need for SWPPP/CSGP as we will be under 1 acre of disturbance, nor do we anticipate any requirements for stormwater detention or water quality, including calculations or constructed features. If those are found to be required, they will be considered Additional Services.
6. Drawings shall be submitted to Owner as digital PDF formats. Large format printing shall be by Owner or others, or shall be a reimbursable expense.
7. Shelter shall be a product provided by a Shelter Manufacturer (such as Poligon, Icon, or others), and shall be provided in a design/build fashion either through the bid contract or purchased and provided directly by Owner. We will assist with providing locations for the shelters selected by Owner. Manufacturer shall be responsible for all related permitting for the shelter.
8. Detailed Construction Cost Estimating is not anticipated but broad scope budgeting can be provided.
9. Construction Phase Services shall be managed by Owner's representative. Construction Phase scope for Landscape Architect shall be similar to our past project relationships as defined in the scope.
10. Landscape Architect shall not be responsible for determining if any areas on site are environmentally sensitive (i.e. underground tanks, asbestos materials, etc.) or may require special environmental permitting.
11. The following services are not included in the Scope of Work and Fee for Basic Services, but can be provided as Additional Services:
 - o Architectural design, Structural or MEP Engineering for shelter/structure or other proposed features.
 - o Land Surveying services, geotechnical services, or detailed field investigations, or As-Built Surveys.
 - o Obtaining Improvement Location and/or Building Permits.
 - o Zoning approvals, variances, or rezoning efforts.
 - o Detailed utility, electrical, or irrigation design/engineering.
 - o Detailed Graphic Sign Design
 - o Design of off-site improvements, utilities, or roadways, and preparation of easements.
 - o Preparation of legal descriptions for right-of-way dedication, parcel consolidation, and platting services.

Project Scope

Mader Design shall provide professional landscape architectural services to provide:

Building Trades Park Phase 1 – Site Improvements

The intent for this project is to develop Phase 1 as identified in the Master Plan for Building Trades Park. The intent of this phase is to provide an accessible north-south walk connecting through the park near the hard courts. As an alternate, a small-medium picnic shelter will be included in the bid package. The park has significant grade change from north to south, so there will be significant earthwork, and some retaining walls as appropriate to facilitate the accessible path. No significant drainage work is anticipated as we plan to maintain current drainage patterns wherever feasible.

Survey

Survey has been provided by Owner from BRCJ Surveying.

Design Development

1. Meet with Owner for a kickoff meeting at the site to review updated existing conditions and update project goals.
2. Visit site to review existing conditions and review survey drawings.
3. Develop design work from master plan, research design and materials options and other constraints, refine materials, and develop design options for specialty amenities related to the project.
4. Meet with Owner periodically throughout the project to review input and refine project direction.
5. Develop Design Development plans, indicating hardscape layout, general landscape layout, preliminary grading/drainage, materials suggestions, standard details, and concepts for feature/design elements for review with Owner.
6. Discuss and finalize direction for development of Construction Documents with Owner approval of Design plans.

Construction Documents

1. Coordinate with Owner for project input related to project details, materials, colors, and finishes.
2. Refine final design layout.
3. Develop construction documents, including drawings and technical specifications, covering the scope of construction for Contractors to perform required construction activities.
4. Provide final Construction Documents to Owner for Construction/Bidding/Quoting Proposes. It is anticipated that Owner will facilitate the bidding/quoting process through known or recommended qualified Contractors. Front end documents (bid forms, contract templates, general conditions, etc., are not anticipated in this scope). Construction Documents shall include (and may be combined for efficiency);
 - i. Cover Sheet
 - ii. Existing Conditions Plan/Site Survey (by BRCJ)
 - iii. Site Layout Plans & Enlarged Plans as appropriate
 - iv. Site Grading Plan
 - v. Erosion Control Plan & Details
 - vi. Landscape Plan
 - vii. Hardscape & Landscape Details
 - viii. Written Technical Specifications (Owner shall provide Bid Requirements, Front End Documents & Public Notice)
 - ix. A Drainage Report including detention & water quality design are not anticipated.

Regulatory Approvals/Permitting Assistance

1. The plans will be used for submittal and review with the Bloomington Grading Permit and any tree removal notice/requirements (both to be assisted by Owner), no other review processes are anticipated and would be considered Additional Services if determined to be required. Please note that it is assumed that no new utility connections will be necessary. Owner shall pay/coordinate all permit and review related fees. Owner/Contractor shall be responsible for applying and obtaining final construction permits.

Bidding/Construction Phase Services

We anticipate Owner shall provide primary coordination for construction activities. Documents will be provided to Owner for public bid and construction the project. Owner may self-perform some of the work.

1. We anticipate Owner's shall provide day to day project coordination with selected Contractor, including regular meetings, general questions, and on-site coordination.
2. Attend pre-bid meeting, and answer bidder/proposer questions and provide Addenda as required.
3. Provide review of bid information and input to Owner.
4. Construction Phase Services – Be available to answer contractor questions through Owner's Representative, review shop drawings, and attend 4-5 total site visits including pre-construction (at install of erosion control), during construction, and one at construction completion. A progress report with pictures will be provided for the general visits, and a more formal Final Site Observation Report (Punch List) will be provided after the final visit.

Schedule

We anticipate starting the project upon receiving a notice to proceed from the Owner. We will coordinate a mutually agreeable design and construction schedule anticipating completion of design documents in late 2024.

Professional Fees

The design fees for Landscape Architecture Services are proposed to be a lump sum of **\$56,500**. Invoices will be billed monthly based on work completed to date plus Reimbursable Expenses.

Reimbursables

Expenses for the project for mileage, printing (for Owner meetings and regulatory submittals), or other expenditures for the Project made by the Landscape Architect in the interest of the Project shall be considered Reimbursable Expenses per the Terms & Conditions below. We suggest a Reimbursable Expense Budget of **\$2,000-\$2,500**. Any regulatory review/application fees shall be paid directly by Owner outside of this budget. If requested, consultant can pay application fees and invoice as reimbursable expense.

Additional Services

In the event the scope of work as described in this Agreement changes to a degree that will alter the fee, the Owner and/or Owner shall be notified in writing and a revised fee will be documented and a completion time and compensation amount will be submitted for approval. For services not included in this Agreement, Additional Compensation shall be a negotiated lump sum or computed using the hourly rates indicated in Section 12 of the attached Terms & Conditions.

Contract Form

This Letter of Agreement and attached Terms and Conditions shall be utilized as the Contract for this scope of work.

Please keep one copy of this Letter of Agreement for your records, and return one signed copy to our office. We will accept a notice to proceed via email as acceptance of this Agreement and shall promptly begin work.

Mader Design LLC appreciates the opportunity to be of service for this exciting project. Please let me know if you have any further questions.

Sincerely,
Mader Design LLC



Jeffrey R. Mader, ASLA, LEED AP
Principal/Owner

Accepted by:

Print: _____ Date: _____

Bloomington Parks Representative

EXHIBIT B

“Project Schedule”

The project and associated construction administration is to be completed no later than December 31, 2024.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Mader Design

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**EXHIBIT E
ADDENDUM**

**To the Agreement dated [date] between the City of Bloomington and Mader Design for
Building Trades Park Phase I Improvements Design
Providing Additional Terms and Conditions Applicable to Agreements Involving the Use of
America Rescue Plan Act (“ARPA”) Funds**

The following additional terms and conditions, which apply when an agreement will be funded by the City in whole or part with federal funds, are incorporated in full into the above Agreement and govern in the event of any conflict with terms and conditions contained in that Agreement.

- 1. Period of Performance/final invoices due by no later than November 1, 2026.** Contractor’s period of performance shall end and all contractor invoices must be received no later than November 1, 2026, to permit final payments to be made before December 31, 2026.
- 2. Registration in Federal System for Award Management (SAM).** Contractor must be registered in the SAM, provide its unique entity identifier and proof of registration to City, and throughout the term of the Agreement maintain an active SAM registration with current information.
- 3. Compliance with Laws.** Contractor shall comply with all applicable federal statutes, regulations, and executive orders in the performance of its activities under this Agreement, and shall require the same of any subcontractors or third parties involved in Contractor’s performance of this Agreement. Such statutes, regulations and executive orders are herein incorporated by reference and made of part of this Agreement, and may include but are not limited to:
 - a. The Davis-Bacon Act, 40 USC 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5;
 - b. The Copeland Anti-Kickback Act, 40 USC 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3
 - c. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170
 - d. Recipient Integrity and Performance Matters, 2 CFR Part 200, Appendix XII, and all other applicable ethics law and regulations
 - e. New Restrictions on Lobbying, 31 CFR Part 21
 - f. Uniform Relocation Assistance and Real Property Acquisition Act of 1970, 42 USC 4601-4655 and implementing regulations
 - g. The Clean Air Act, 42 USC 7401-7671q, the Federal Water Pollution Control Act as amended, 33 USC 1251-1387, and other generally applicable federal environmental laws and regulations
 - h. The New Restrictions on Lobbying, 31 CFR Part 21. Contractor shall complete the Certification Regarding Lobbying attached to this Addendum as Exhibit 1 and provide it to the City within thirty (30) calendar days of executing this Agreement
 - i. Contract Works Hours and Safety Standards Act, 40 USC 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5
 - j. Statutes and regulations prohibiting discrimination applicable to Contractor’s performance under this Agreement, including:

- i. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, and which also include protections to persons with "Limited English Proficiency" (LEP Persons) in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of Treasury's Title VI regulations at 31 CFR Part 22;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. **Debarment & Suspension.** Contractor agrees and certifies that it shall adhere to Federal Executive Order 12549, Debarment and Suspension, and further certifies that neither it nor its principals have been suspended or debarred from participation in Federal grants or other Federal funding programs. The Contractor shall not enter into any contract or subcontract with third parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities. This Agreement is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.
5. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:
- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.'
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. **Notice of Federal Award in Publications.** Contractor shall display on any publications produced with funds provided under this Agreement, “This project [is being] [was] supported, in whole or in part, by federal award number 1505-0271 awarded to the City of Bloomington by the U.S. Department of the Treasury.”
7. **Whistleblower Protections.** In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court of grand jury; and/or
 - vii. A management official or other employee of the City, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

8. **Drug-Free Workplace.** Contractor certifies that it shall comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and Treasury’s implementing regulations published at 31 CFR Part 20, which require that non-Federal entities take actions to provide a drug-free workplace.
9. **Increasing Seat Belt Use in the United States.** Pursuant to Federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should adopt and enforce, and encourage its subcontractors to adopt and enforce, on-the job seat belt policies and programs for their employees when they are operating company-owned, rented, or personally owned vehicles.
10. **Reducing Text Messaging While Driving.** Pursuant to Federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce, and encourage its subcontractors to adopt and enforce, policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

CITY OF BLOOMINGTON

BY:

Margie Rice, Corporation Counsel

Director, Parks & Recreation

MADER DESIGN

BY:

Signature

Printed Name

STAFF REPORT

C-12 Agenda item

Admin. Approval: TS
Date: 6/17/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: June 25, 2024
SUBJECT: ACCEPTANCE OF EASEMENT FROM MONROE COUNTY FOR POWER
LINE TRAIL

Recommendationw

Staff recommends acceptance of an easement from Monroe County to build and maintain the “Power Line Trail.”

Background

The “Power Line Trail” (a working name) was authorized in the issue of the 2018 Bicentennial Bonds, but heavy utility construction and coordination with the County have delayed this project. The County Commissioners recently approved the City’s request for an easement to build and maintain this trail within the preexisting power line easement granted to Duke Energy on the Thomson Property, located just west of Switchyard Park. Funding exists to build an approximate .9-mile trail from Switchyard Park/Rogers Street west to the edge of County-owned property. This trail is planned connect to the future Summit District development in the future.

RESPECTFULLY SUBMITTED,



Tim Street, Director

**Monroe County Board of Commissioners Agenda Request Form**Date to be heard Formal ☒Work session ☐Department Title to appear on Agenda: Vendor # **Executive Summary:**

The Thomson Property is subject to an easement with Duke Energy for their power distribution network. The City of Bloomington is working with Duke and the County to utilize the area that is part of that easement for a multi-use trail. The terms and conditions of this transfer was approved by the County Council last year.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

CITY OF BLOOMINGTON PERPETUAL PEDESTRIAN EASEMENT

THIS INDENTURE WITNESSETH, that the BOARD OF COMMISSIONERS OF MONROE COUNTY, hereinafter called GRANTOR, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the CITY OF BLOOMINGTON, hereinafter called GRANTEE, a perpetual pedestrian easement and right of way across GRANTOR'S property located at S Rockport Rd, Bloomington, IN 47401, parcel number 53-08-08-200-001.000-009 and described in a deed, recorded as Instrument Number 2002030818 in the Office of the Recorder of Monroe County, Indiana, to maintain a pathway for pedestrian use by the public. The Easement granted herein is described as follows:

A pedestrian pathway along the south property line of the parcel as described and depicted in Exhibit "A." Exhibit A is attached hereto and incorporated herein. The pathway is subject to all existing easements and rights of way of record.

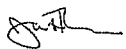
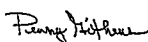

The GRANTOR states that it is the sole owner of the above described property. GRANTOR acknowledges that it shall not place any obstruction within the pedestrian easement. GRANTOR intends the easement to run with the land. The easement shall grant the general public the right to access the easement for the purpose of walking, running, bicycling, skating or utilizing certain classes of non-motorized vehicles.

The easement shall constitute a Right of Way and is granted for the purpose of permitting GRANTEE and its contractors the right to enter upon said real estate covered by this easement to maintain this easement. GRANTEE is granted the right to maintain, repair, and replace the sidewalk as GRANTEE deems necessary.

The undersigned person executing this Grant on behalf of GRANTOR represents and certifies that he has been fully empowered to execute and deliver this Grant; that GRANTOR has full corporate capacity to convey the interest in the real estate described herein; and that all necessary corporate action for the making of this conveyance has been taken and done.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed this
22 day of May, 2024.

Board of Commissioners of Monroe County

 _____ Julie Thomas, President	_____ Date
 _____ Penny Githens, Vice President	_____ Date
 _____ Lee Jones, Commissioner	_____ Date

ACCEPTANCE BY PARKS BOARD

The City of Bloomington Board of Park Commissioners accepts the above and foregoing grant of perpetual pedestrian easement and right of way by the Board of Commissioners of Monroe County, this _____ day of _____, 2024.

City of Bloomington Board of Park Commissioners

By: _____ Kathleen Mills, President	By: _____ Ellen Rodkey
By: _____ Israel Herrera	By: _____ Jim Whitlatch

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Lee Jones, Julie Thomas, and Penny Githens, who executed the above and foregoing instrument as their voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 2024.

My Commission Expires: _____	_____ Notary Public
Resident of _____ County	_____ Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, this ____ day of _____, 2024, at which time Kathleen Mills, Israel Herrera, Jim Whitlatch, and Ellen Rodkey, as Officers of the City of Bloomington Board of Park Commissioners, personally appeared and acknowledged the execution of the above and foregoing instrument for the purposes therein stated.

Commission Expires: _____

Notary Public

County of Residence: _____

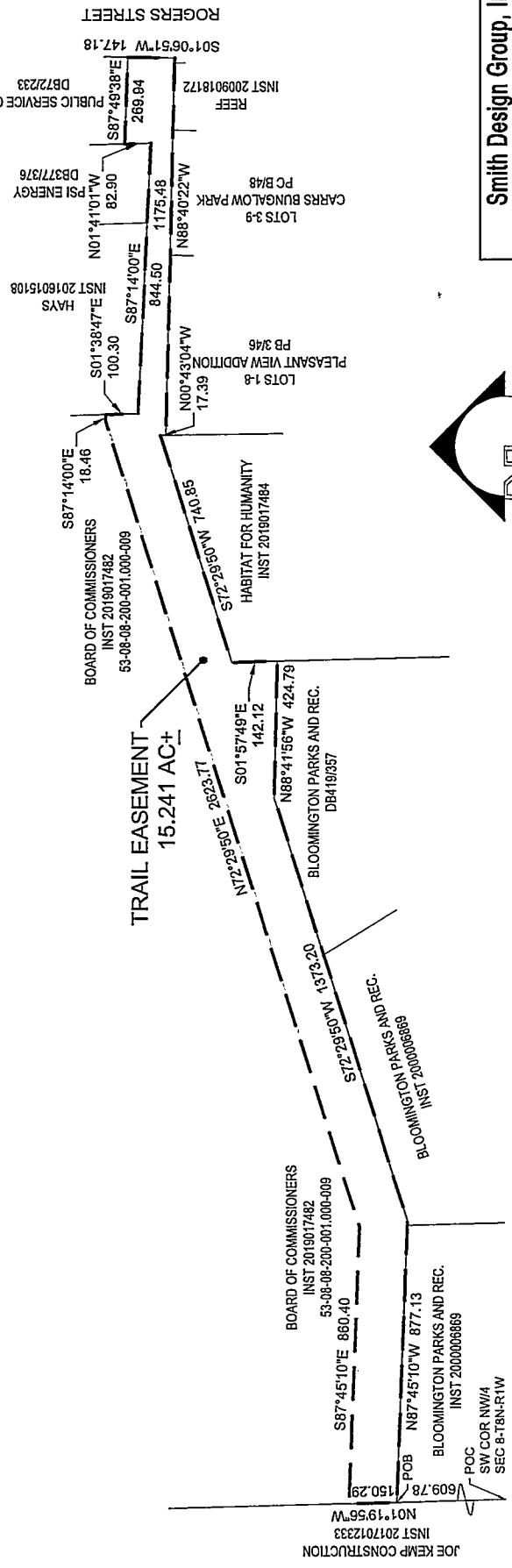
Printed Name

Exhibit A

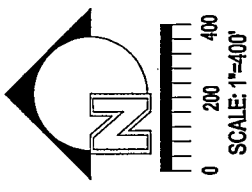
LEGAL DESCRIPTION - TRAIL EASEMENT

A PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 1 WEST AND A PART OF THE LAND CONTAINED IN INSTRUMENT 2019017482, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH 01 DEGREES 19 MINUTES 56 SECONDS WEST ALONG THE WEST LINE THEREOF 609.78 FEET TO THE SOUTHWEST CORNER OF SAID INSTRUMENT AND TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 19 MINUTES 56 SECONDS WEST ALONG THE WEST LINE THEREOF 150.29 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 10 SECONDS EAST 860.40 FEET; THENCE NORTH 72 DEGREES 29 MINUTES 50 SECONDS EAST 2623.77 FEET; THENCE SOUTH 87 DEGREES 14 MINUTES 00 SECONDS EAST 18.46 FEET TO THE PERIMETER OF SAID INSTRUMENT, THE REMAINING COURSES ARE ON SAID PERIMETER; THENCE SOUTH 01 DEGREES 38 MINUTES 47 SECONDS EAST 100.30 FEET; THENCE SOUTH 87 DEGREES 14 MINUTES 00 SECONDS EAST 844.50 FEET; THENCE NORTH 01 DEGREES 01 MINUTES 01 SECONDS WEST 82.90 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 38 SECONDS EAST 269.94 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 51 SECONDS WEST 147.18 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS WEST 1175.48 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 04 SECONDS WEST 17.39 FEET; THENCE SOUTH 72 DEGREES 29 MINUTES 50 SECONDS WEST 740.85 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 49 SECONDS EAST 142.12 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 56 SECONDS WEST 424.79 FEET; THENCE SOUTH 72 DEGREES 29 MINUTES 50 SECONDS WEST 1373.20 FEET; THENCE NORTH 87 DEGREES 45 MINUTES 10 SECONDS WEST 877.13 FEET, CONTAINING 15.241 ACRES, MORE OR LESS.



NOTE
THIS EXHIBIT WAS PREPARED BASED UPON DOCUMENTS
OBTAINED FROM THE OFFICE OF THE RECORDER OF
MONROE COUNTY, AND OTHER SOURCES AND IS NOT
INTENDED TO BE REPRESENTED AS A RETRACEMENT OR
ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A
SURVEYOR LOCATION REPORT.



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Date: 4/14/23 Page: 1/1
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D-1 Agenda itemAdmin. Approval: TS
Date: 6/20/24

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: June 25, 2024
SUBJECT: STAY COOL BLOOMINGTON DAYS AT CITY POOLS

Recommendation

This report is for information purposes only. No action is required.

Background

Free Pool Admission History

IU Health Bloomington sponsored “90 Degree Pool Days” in 2015. Admission to Bryan Park Pool and Mills Pool was free between 4-6 p.m. on days when the forecasted temperature was 90° or above. Owing to the difficulty of budgeting for 90 Degree Pool Days, and changes in IU Health’s business model, the program did not continue.

Parks and Recreation created an “Open Swim Day” program to solicit corporate donors to pay a flat fee (\$750 for Mills Pool and \$1,200 for Bryan Park Pool) to sponsor a day of free pool admission. Radio station B-97 sponsored Open Swim Day at Mills Pool in 2019.

The Bloomington Parks Foundation sponsored Open Swim Day at Bryan Park and Mills Pool on July 4 in 2022 and 2023. They will also sponsor free admission to both pools on July 4, 2024.

In 2022, there were 955 admissions to Bryan Park Pool, and 281 admissions to Mills Pool.

In 2023, there were 1,041 admissions to Bryan Park Pool, and 370 admissions to Mills Pool.

Stay Cool Bloomington Days at City Pools

Shawn Miya, Assistant Director Sustainability with the city’s Economic and Sustainable Development Department (ESD), met with Chris Hamric, Sports Facility/Program Coordinator with Parks & Recreation (BPR), and Julie Ramey, Community Relations Manager with BPR on May 1, 2024 to discuss re-starting a program that supports free admission to city pools during extremely hot weather through ESD’s “Stay Cool Bloomington” initiative.

Stay Cool Bloomington is a multi-strategy approach developed by ESD to reduce the public health risks of extreme heat caused by climate change. The Stay Cool Bloomington Days at City Pools initiative aims to provide equitable access to public swimming facilities, mitigate the effects of an increasing number of high heat days as a result of climate change, and offer a safe, cool environment for community members during extreme heat events. By offering free swimming, we can help reduce heat-related illnesses, provide a recreational activity for underrepresented populations, and foster a sense of community.

Using a combination of average weekend and weekday attendance at Bryan Park Pool (300, 90) and Mills

January 2024

Pool (150, 65) in 2023, the National Weather Service HeatRisk tool (a forecasting system that takes into account how unusual the heat is for the time of the year, the duration of the heat including both daytime and nighttime temperatures, and whether the temperatures pose an elevated risk of heat-related impacts), and the National Oceanic and Atmospheric Administration (NOAA) prediction of 13-28 days with a HeatRisk Category 2 or higher this summer, BPR developed a proposal to fund free admission to the city pools. ESD signed a MOU with BPR on June 13 agreeing to fund, and to seek additional funding for, the Stay Cool Bloomington Days at City Pools up to \$55,104.

The first Stay Cool Bloomington Day at City Pools was Sunday, June 16.

As of June 21, average daily visits (June 16-20) to Bryan Park Pool = 832; Mills Pool = 392.

Pool admission is \$6 per person age 3 yrs. and up. Both pools are open daily from 11 a.m.-7 p.m.

# of Admissions	Pool and Date	Total Admission
466	Mills Pool Sunday June 16	\$2,796
354	Mills Pool Monday June 17	\$2,124
259	Mills Pool Tuesday June 18	\$1,554
342	Mills Pool Wednesday June 19	\$2,052
542	Mills Pool Thursday June 20	\$3,252
553	Bryan Park Pool Sunday June 16	\$3,318
869	Bryan Park Pool Monday June 17	\$5,214
747	Bryan Park Pool Tuesday, June 18	\$4,482
1,182	Bryan Park Pool Wednesday, June 19	\$7,092
810	Bryan Park Pool Thursday, June 20	\$4,860
6,124		\$36,744

Admissions staff at each pool records each visitor and the total numbers of visitors at the close of business each day. ESD will receive an invoice for the total number of visitors x \$6 per visitor, for each Stay Cool Bloomington Day at City Pools.

RESPECTFULLY SUBMITTED,



Julie Ramey, Community Relations Manager