

CITY OF BLOOMINGTON
Parks and Recreation

Per Executive Order by the Governor this meeting will be conducted electronically. The public may access this meeting at the following link:

<https://bloomington.zoom.us/j/96972171638?pwd=WFVORGZZZEthcG5IeERHNTZwT0Nydz09>

Meeting ID: 969 7217 1638 Passcode: 017245

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+1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma)

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, September 28, 2021 4:00pm – 5:30pm

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of August 17, 2021 and August 23, 2021
- A-2. Approval of Claims Submitted August 17, 2021 – September 27, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Approval of amendment to service agreement with Pursell Monument
- A-8. Approval of amendment to partnership with Earthkeepers for an additional bin location
- A-9. Approval of contract with Hunger Skateboard for repairs at Switchyard Park skateboard structure
- A-10. Approval of partnership with Monroe County Parks and Recreation, WonderLab Science Museum, Purdue Extension-Monroe County, and Hilltop Gardens at IU for Bug Fest 2021
- A-11. Approval of partnership addendum with Catalent for parking at Twin Lakes Sports Park
- A-12. Approval of partnership with Bloomington Soccer, LLC at Twin Lakes Recreation Center
- A-13. Approval of service agreement with Monroe County Fairgrounds for Pumpkin Launch

B. OTHER BUSINESS

- B-1. Review/Approval of service agreement with Baker Stone Work for masonry repairs at Rose Hill Cemetery (Barb Dunbar)
- B-2. Review/Approval of contract with Davey Tree Resource Group, Inc. for site reviews (Erin Hatch)
- B-3. Review/Approval of partnership with IU Uplands Makers Mobile for urban forestry education (Erin Hatch)
- B-4. Review/Approval of contract template for 2021 Holiday Market Local Product Vendors (Clarence Boone)
- B-5. Review/Approval of contract template for 2021 Holiday Market Artists (Crystal Ritter)
- B-6. Review/Approval of service agreement with Electric Plus for Switchyard Park (Hsiung Marler)
- B-7. Review/Approval of contract with Value Fencing Co. for fencing project at Sherwood Oaks Park tennis courts (John Turnbull)
- B-8. Review/Approval of contract with Monster Digital for Switchyard Park website design (Julie Ramey)
- B-9. Review/Approval of contract with Universal Signs, Inc. for Switchyard Park dedication

- plaque (Julie Ramey)
- B-10. Review/Approval of Fee Waiver for Parks Foundation Golf Outing on October 6, 2021 (John Turnbull)
- B-11. Review/Approval of encroachment agreement with Hayden Place Flats (Tim Street)
- B-12. Approval of Contract with E&B Paving for Griffy Loop Trail & Accessible Fishing Pier Construction (Tim Street)
- B-13. Review Approval of service agreement with HFI for Banneker Community Center and Allison-Jukebox Building (Erik Pearson)
- B-14. Review/Approval of service agreement amendment with Bluestone Tree, LLC for tree pruning and removal services (Erin Hatch)

C. REPORTS

- C-1. Administration Division - No report
- C-2. Recreation Division - No report
- C-3. Operations Division - Griffy Lake LARE Report (Rebecca Swift)
- C-4. Sports Division - No report

D. PUBLIC HEARINGS/APPEARANCES

- D-1. Bravo Award - Hayden Klopp (Sarah Owen)
- D-2. Parks Partner Award - Green Hat Media (Sarah Owen)
- D-3. Staff Introductions - Max Barrett (Operations Intern)
Emily Gardner (Natural Resources Intern)
- D-5. Public Comment Period

ADJOURNMENT

Statement on public meetings during public health emergency: As a result of Executive Orders issued by the Governor, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:

- *allowing members of the Council or its committees to participate in meetings electronically;*
- *posting notices and agendas for meetings solely by electronic means;*
- *using electronic meeting platforms to allow for remote public attendance and participation (when possible);*
- *encouraging the public to watch meetings via Community Access Television Services broadcast or FB livestream, and encouraging remote submissions of public comment (via email, to mcdevitp@bloomington.in.gov or during FB livestream).*



A-1

09-28-2021

Board of Park Commissioners
Meeting Minutes

Tuesday, August 17, 2021
4:00pm – 5:30pm

Zoom Meeting

CALL TO ORDER - ROLL CALL

The meeting was called to order by Ellen Rodkey at 4:02 p.m.

Board Present: Israel Herrera, Ellen Rodkey and Jim Whitlatch

A. CONSENT CALENDAR

- A-1. Approval of Minutes of July 27, 2021
- A-2. Approval of Claims Submitted July 28, 2021 – August 16, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Review/Approval of contract with Dynasty Painting for exterior concession stand repairs at Olcott Park
- A-8. Review/Approval of contract with Lentz Paving for Sherwood Oaks Park tennis courts
- A-9. Review/Approval of service agreement with Master Rental for event tent rental and installation
- A-10. Review/Approval of service agreement with VET Environmental Engineering, LLC for mold testing

Jim Whitlatch made a motion to approve the consent calendar A-1 through A-10. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B. OTHER BUSINESS

B-1. Review/Approval of 2022 Parks General Fund Budget

Agenda item B-1 was moved to the August 23rd Special Park Board Meeting Agenda

B-2. Review/Approval of Contract with Bruce Wilds Security for Community Hunting Access Program

Steve Cotter, Natural Resource Manager, in order to have security services present at Griff Lake during the 2021 Community Hunting Access program (CHAP), staff recommended approval of the contract with Bruce Wilds Security. The contractor would provide two security officers on the days of the hunts. Security officers would enforce the park closure at the Griffy Boathouse parking lot and patrol the perimeter. Funding for the project would be from Natural Resources Non-Reverting Fund, in an amount not to exceed \$4,968.

Board Comments: *Jim Whitlatch inquired: how was the perimeter secured. Steve Cotter responded: the main area of expose is along Dunn Street, which would be patrolled during the hunt. Letters of Notice would be sent to all adjacent property owners, informing them the dates of the hunts. Signage would be posted at all know access points, stating the park would be closed.*

Jim Whitlatch made a motion to approve the contract with Bruce Wilds Security. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B-3. Review/Approval of Partnership Agreement with Indiana University Outdoor Adventures for Outdoor Recreation Programs

Steve Cotter, Natural Resource Manager, in order to plan and develop outdoor recreational programs which promote social, physical, emotional, mental and environmental health in the community, staff recommended approval of the partnership with Indiana University Outdoor Adventures (IUOA). The agreement outlined a cooperative partnership, which would provide support for outdoor recreation opportunities, event marketing strategies, and connection to social platforms.

Board Comments: *Ellen Rodkey inquired: how long the partnership had been in place.* *Steve Cotter responded:* this was the first formal agreement, however staff and IU Outdoor Adventures had been working together for approximately the last three years. *Israel Herrera inquired: on the length of the partnership.* *Steve Cotter responded:* length of time was one year.

Jim Whitlatch made a motion to approve the partnership agreement with Indiana University Outdoor Adventures. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B-4. Review/Approval of Memorandum of Agreement with Summer Star Foundation for Griffy Lake Nature Days

Steve Cotter, Natural Resource Manager, staff recommended approval of the partnership with Summer Star foundation for the Griffy Lake Nature Days. The agreement outlined a partnership which would combine resources from each party, to provide environmental educational programming to fourth graders, in the Monroe County Public Schools. The goal of the program would be to provide outdoor education experiences that connect children to nature in ways that would increase their knowledge, interest and respect for the environment and natural spaces.

Jim Whitlatch made a motion to approve the partnership agreement with Summer Star Foundation. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

B-5. Review/Approval of 0.83 Acre Quitclaim Deed from the Mill Development

Tim Street, Operations Division Director, staff recommended approval to accept 0.83 acres deeded to the Board of Park Commissioners from The Mill Development, LLC. During the planning of the Element Apartment Complex, the City of Bloomington Planning and Transportation Department required a north-south multi-use path be built along the western edge of the property, with the intent that it would be given to the Parks and Recreation Department to operate. The hope is to connect this trail with other Bloomington trails in the future.

Board Comments: *Jim Whitlatch inquired: what was between the property and the proposed Duke Trail.* *Tim Street responded:* it is county owned property that was undeveloped land.

Jim Whitlatch made a motion to approve the quitclaim deed from Mill Development. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0

C. REPORTS

C-1. Recreation Division - Banneker 2021 Summer Camp Update

Erik Pearson, Facility Program Coordinator, gave an update from the Banneker 2021 Summer Camp.

The Banneker Community Center had offered the Summer Food Service Program (SFSP) for the past 19 years. SFSP (a Department of Education program) provided nutritious meals when the Nations School Lunch program was not in service. In 2021 the Indiana Department of Education reimbursed Banneker \$11,631 for the meals that were prepared and served to eligible children. Banneker served 3472 meals, and provided daily programming for K-

6th grade participants Monday-Friday in June and July of 2021. Registration for the program was \$10 per week. Of the 74 participants registered, 82% qualified for the free/reduced lunch within MCCSC.

Due to Covid-19, in-person camp capacity was altered from 80 per day to 40 per day. A free meal delivery program was offered to participants who could not attend in-person camp. Meals were served outside when able, and trail group size was reduced. Participant and meal served numbers were down due to the pandemic. A COVID-19 emergency operations manual with guidance from the CDC and Monroe County Health Department was created. There were no positive cases of COVID-19 in staff or campers.

Community partners and clubs that helped make 2021 Banneker Summer Camp a success where: Yoga-Erykah Gooch, LOTUS, El Mercado, The Plant Truck Project, Monroe County Library, Nature Club – Kate Seader, Drawing Club and STEM.

Fields trips were taken to Monroe County Public Library, Sculpture Trail, Hoosier Heights, Marble Hill Farm, LOTUS, Griffy Lake Nature Preserve, TLRC, Lake Lemon and multiple city parks.

There were 250+ attendees at the annual Block Party, where the family of Preston Bridgewater, and current and former community members were honored. Food was provided by the Bridgewater's Family, 4HicksChicks, and FX Church. Over 30 backpacks with school supplies were given out, and COVID-19 vaccines were made available through the Monroe County Health Department. The Block Party included a talent show and a participant recognition ceremony.

Board Comments: *thanked Erik Pearson and staff for the great work.*

C-2. Administration Division –None

C-3. Operations Division - None

C-4. Sports Division - None

D.PUBLIC HEARINGS/APPEARANCES

D-1. Public Comment Period – None

D-2. Bravo Award – None

D-3. Parks Partner Award - None

D-4. Staff Introductions – None

ADJOURNMENT

Meeting adjourned at 4:42 p.m.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners

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provided by state officials. These adjustments may include:

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A-1

09-28-2021

Board of Park Commissioners
Special Meeting Minutes

Monday, August 23, 2021
4:00pm – 5:00pm

Zoom Meeting

CALL TO ORDER - ROLL CALL

The Meeting was called to order by Kathleen Mills at 4:03 p.m.

Board Present: Kathleen Mills, Ellen Rodkey and Jim Whitlatch

A. OTHER BUSINESS

A-1. Review/Approval of 2022 Parks General Fund Budget

Board Comments: *Jim Whitlatch requested:* a synopsis of this process. *Paula McDevitt responded:* in the spring, program units draft goals for the upcoming year. The goals are used when creating the zero base budget. The goals and budget are presented for review and approval to the Board of Park Commissioners, and then presented to the City Council. The final budget would be passed in October. The Controller's Office as well as City Administration were involved in the process.

Paula McDevitt, Director presented the 2022 General Fund Budget Request and Goals.

The Parks and Recreation Department strives to provide the highest quality parks, recreation services and greenspaces to enhance the quality of life in the community. With a staff of 56 full time and the equivalent of 60 FTE seasonal staff, the Department maintains 2,300 acres of property, 19 tennis courts, 17 outdoor basketball courts, 6 indoor basketball courts, 1 indoor turf soccer field, 16 ballfields, 27 hole golf course, 34 parks, 28 playgrounds, 1 ice arena, 2 outdoor pools, 1 spray pad, 38 miles of trails, 3 community centers, 2 skate parks, 3 outdoor fitness stations, 8 pickle ball courts, nature preserve and lake. 2020 participants counted through program registration included 1032 youth, 442 adults and 207 senior adults. Due to COVID-19 health orders, participation was down 42% from 2019.

Grants and Recognition

- Re-accredited in June 2021, with 100% score
- \$79,976 grant from Bloomington Healthy Foundation for Farmers' Market Nutrition Program
- \$80,000 grant from National Recreation and Park Assoc. and Walmart Foundation for Parks as Community Nutritional Hubs: Expanding Access to Healthy Food grant for the Banneker Community Center
- Gold Leaf Award from the Indiana Arborist Association
- Tree City of the World designation by the Arbor Day Foundation
- Tree City USA Growth Award from the Arbor Day Foundation

Master Plan

Survey Results (top results)

- Facilities Used – Walking and biking trails, large community parks, greenspaces and natural areas
- Social and Cultural Programs/Services Used – Farmers' Market, art and cultural events/concerts
- Preventing Use – Time, personal safety concerns, not available within a 10 minute walk
- Value of Satisfaction – 83% very satisfied or satisfied, with the value they received from parks and programs
- Most Important Issues to Address – Connect trails, maintenance/reduce vandalism and address safety

Master Plan Goals

- Maintain and enhance the assets and natural resources of the Department
- Reinforce activities and programs to positively impact public health, sustainability, and climate.
- Prioritize diversity, equality, and inclusion
- Develop administrative and staffing capacity

COVID-19 Impact

- Closed Frank Southern Ice Arena
- Opened Summer Camp – lower numbers of participants
- Opened Bryan and Mills Pools
- Held Community Events
- Increased participants in tennis
- Increased participants in golf

Sustainability and Climate Change Practices

- Staff worked with the City Team on the City 2018 Sustainability Action Plan
- Habitat restoration
- Tree planting
- Community Gardens
- Invasive species removal
- Moving toward more battery operated equipment
- Community education
- Key Partnerships
- Solar panels

Bond Projects Completed or in Progress

- Converted Pine Course at Cascades Golf Course to Zoysia
- Resurfaced tennis courts at Bryan Park
- Replaced playground at Rev. Ernest D. Butler Park
- Replaced Winslow Sports Complex Trail lighting
- Replaced playground at Winslow Woods Park
- Bryan Park Fitness Trail under design
- Managing East/West Trail Project
- North and South Gateway Projects
- Griffy Lake Loop Trail
- Tree planting
- Lower Cascades Park Road improvement

Paula McDevitt, Director gave an updated on 2021 Goals, and presented 2022 Goals.

2020 Budget Request

Category 1 – Personnel \$6, 296,244 an increase of \$517,516, or 9%

Line 111 (Salaries and Wages – Regular)

Non Union full time employees: 2.75% increase

AFSCME union employees: 2.5 % Increase

Line 112 (Salaries and Wages – Temporary)

Increased annually per the consumer price index

2022 hourly rates range from \$14.01/hour (living wage) to \$15.95/hour

Category 2 – Supplies \$624,509 an increase of \$81,231, or 15%

Line 221 (Institutional Supplies) \$8,550 – Switchyard Park

Line 222 (Agricultural Supplies) \$50,683 – Aquatics, Golf Services, Switchyard Park

Line 231 (Building Materials and Supplies) \$4,060 – Switchyard Park

Line 234 (Other Repairs and Maintenance) \$4,500 – Aquatics, Golf Services, Natural Resources, Switchyard Park, Landscaping

Line 242 (Other Supplies) \$13,597 – Community Relations, Golf Services, Landscaping, Cemeteries.

Category 3 – Other Services & Charges \$2,458,596 an increase of \$361,393 or 17%

Line 311 (Engineering and Architectural) \$15,000 - Cemeteries

Line 316 (Instruction) \$7,095 – Administration, Natural Resources, Operations, Landscaping

Line 317 (Management Fees, Consultants and Workshops) \$13,000 – Urban Forestry

Line 353 (Water and Sewer) \$90,040 Aquatics, Golf Course, Adult Sports, Youth Sports, Operations, Switchyard Park, Landscaping, Urban Forestry)

Line 361 (Building Repairs) \$48,279 – Operations, Switchyard Park

Line 384 (Lease Payments – Solar Panels) - \$152,499 Aquatics, Franks Southern Center, Golf Services, Adult Sports, Youth Sports, Banneker Community Center.

Line 391 (Dues and Subscriptions) \$9,727 – Operations

Line 399 (Other Services and Charges)

Category 4 – Capital Outlays \$344,000 an increase of \$344,000 or 100%

Line 431 (Improvements other than Building) \$210,000 – Adult Sports (futsal court and Park Ridge East court repairs); Cemeteries (asphalt all interior roadways at Rose Hill Cemetery)

Line 441 (Lease Purchase) \$40,000 – Community Events (cargo van)

Line 442 (Equipment) \$59,000 – Golf Services (green roller and tractor with front bucket); Switchyard Park (mower)

Line 451 (Other Capital) \$35,000 – Community Events Farmers’ Market (bollards for Farmers’ Market entrances at City Hall site)

Budget Highlights

Recover Forward, Phase Three (American Rescue Plan Act) \$1,060,000.

Some money earmarked from these funds will be for operational revenue replacement. Additionally, a pilot workforce development program will be developed to create entry-level exploratory positions in the green jobs industry through primarily supporting the efforts of the department’s Urban Forestry and Landscaping division. The work would focus on sustainability, invasive species management, job training and career exploration. Some tasks from the Public Works, and City Bloomington Utilities department could be included in the program. Funding would provide for a coordinator and approximately 7 participants working 29 hours a week for a 32 week program.

Budget Summary

Total 2022 General Budget Request \$9,723,349, an increase of \$1,304,141 or 15%.

Conclusion

The 2022 Parks and Recreation Department Budget reflects funding that aligns with the stated goals of:

- Recreation/Sports programs, events
- Volunteer and sponsorship opportunities
- Assets management
- Health and wellbeing
- Equity and access to parks, programs, and facilities
- Parks, trails, and facilities maintenance
- Capital improvement projects
- Trees and landscaping
- Natural Resources management and sustainability initiatives

Board Comments: Jim Whitlatch inquired: on the reason for a 15% increase in the budget. Paula McDevitt responded: a combination of Switchyard Park first full year, the heavy usage of the facilities, new trails, increase in amount of work due to invasive plant removal and tree planting, seasonal staffing increase. Jim Whitlatch inquired: why the increase at SYP for building maintenance and supplies. Paula McDevitt responded: it was due to heavy usage, vandalism, and chemicals for the splash pad. Jim Whitlatch commented: the number two reason for not using the park was due to safety, and 33% thought reducing vandalism and safety was important. The goals were not directly addressing safety. Paula McDevitt responded: the goals were being developed before the issue unfolded. Funding to address the issue was in the rescue budget, the expenses had been moved from the operations budget to the rescue budget. Ellen Rodkey inquired: how did individual goals relate back to the Master Plan Goals, and what percent of the budget goes toward these goals. Paul McDevitt responded: there are the four Master Plan Goals, then Strategies are created, and then the Strategic Action Plan is developed. Staff relate back to these when developing goals and budgets. The Strategic Action Plan would be presented to the Board at the end of the year. Kathleen Mills inquired: on the request for bollards for the Farmers' Market. Paula McDevitt responded: Homeland Security assessed the site and required safety measures be taken to protect the perimeter and entrance. Perimeter bollards were already in place, and the budget request would be for the entrance. The additional bollards would replace the need to park vehicles at the site.

Jim Whitlatch made a motion to approve the 2022 Budget as presented. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 3-0.

ADJOURNMENT

Meeting adjourned at 5:00 p.m.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners



Board of Park & Recreation Claim Register

Invoice Date Range 08/04/21 - 08/20/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	2016400	18- colored paper, tissues, clipboards, rubber bands, etc.	Paid by EFT # 42326		08/10/2021	08/10/2021	08/20/2021		08/20/2021	151.88
5819 - Synchrony Bank	856883736687	18- Amazon Time Cards	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	42.80
Account 52110 - Office Supplies Totals									Invoice Transactions 2	\$194.68
Account 53160 - Instruction										
53273 - National Recreation & Park Association (NRPA)	JZMGMJ1F	18-NRPA Annual Conference - virtual McDevitt	Paid by EFT # 42319		08/10/2021	08/10/2021	08/20/2021		08/20/2021	295.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$295.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	29.24
Account 53210 - Telephone Totals									Invoice Transactions 1	\$29.24
Program 181000 - Administration Totals									Invoice Transactions 4	\$518.92
Program 181100 - Marketing										
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	2016400	18- colored paper, tissues, clipboards, rubber bands, etc.	Paid by EFT # 42326		08/10/2021	08/10/2021	08/20/2021		08/20/2021	16.20
53442 - Paragon Micro, INC	S3326972	18-Graphic designer's 32" monitor and docking station	Paid by EFT # 42328		08/10/2021	08/10/2021	08/20/2021		08/20/2021	683.98
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$700.18
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	41.10
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.10
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	104760	18-Banneker Block Party & Drool in the Pool banners	Paid by EFT # 42338		08/10/2021	08/10/2021	08/20/2021		08/20/2021	208.64
Account 53310 - Printing Totals									Invoice Transactions 1	\$208.64



Board of Park & Recreation Claim Register

Invoice Date Range 08/04/21 - 08/20/21

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										
1078 - Kamrex, INC (VFW Program)	259840	18-1/16 page ad in Indiana AmVet News for Twin Lakes Rec Center	Paid by Check # 74256		08/10/2021	08/10/2021	08/20/2021		08/20/2021	127.50
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1210733300	18- 18-July radio spots on WBWB	Paid by EFT # 42359		08/10/2021	08/10/2021	08/20/2021		08/20/2021	650.00
Account 53320 - Advertising Totals									Invoice Transactions 2	<u>\$777.50</u>
Account 53910 - Dues and Subscriptions										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-5330	18-Quarterly web hosting for Twin Lakes Rec Center	Paid by EFT # 42263		08/10/2021	08/10/2021	08/20/2021		08/20/2021	165.00
203 - INDIANA UNIVERSITY	394	18-Registration for IU SPH 2021 Fall Career & Internship Fair	Paid by Check # 74253		08/10/2021	08/10/2021	08/20/2021		08/20/2021	50.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 2	<u>\$215.00</u>
Program 181100 - Marketing Totals									Invoice Transactions 8	<u>\$1,942.42</u>
Program 182001 - Aquatics - Bryan Pool										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I301743	18 - Pool Bathroom Supplies, Trash Bags, Soap,	Paid by Check # 74250		08/10/2021	08/10/2021	08/20/2021		08/20/2021	618.67
5819 - Synchrony Bank	849789857389	18 - Pool swim pampers refund	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	(17.94)
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	<u>\$600.73</u>
Account 52420 - Other Supplies										
5819 - Synchrony Bank	467783954396	18 - Bryan Pool Floats for rope	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	303.00
5819 - Synchrony Bank	466588796334	18 - Bryan Pool Rope	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	94.34
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$397.34</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	29.24
Account 53210 - Telephone Totals									Invoice Transactions 1	<u>\$29.24</u>
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	3,703.02
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$3,703.02</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 083121	18-Water Sewer Charges July 14187- 001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	2,211.86
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$2,211.86
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions	7	\$6,942.19
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132- 721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	82.59
Account 53210 - Telephone Totals								Invoice Transactions	1	\$82.59
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	855.23
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$855.23
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 083121	18-Water Sewer Charges July 14187- 001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	1,403.11
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$1,403.11
Account 53540 - Natural Gas										
222 - Vectren	5052408489080 621	18-Natural Gas Mills July	Paid by Check # 74238		08/11/2021	08/11/2021	08/11/2021		08/11/2021	48.55
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$48.55
Program 182002 - Aquatics - Mills Pool Totals								Invoice Transactions	4	\$2,389.48
Program 182500 - Frank Southern Center										
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	(1,365.39)
Account 53510 - Electrical Services Totals								Invoice Transactions	1	(\$1,365.39)
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 083121	18-Water Sewer Charges July 14187- 001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	246.92
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$246.92



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53990 - Other Services and Charges										
53442 - Paragon Micro, INC	S3323115	18 - FSC Monitor	Paid by EFT # 42328		08/10/2021	08/10/2021	08/20/2021		08/20/2021	212.98
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$212.98
Program 182500 - Frank Southern Center Totals								Invoice Transactions 3		(\$905.49)
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO943731	18 - Chemicals	Paid by EFT # 42179		08/10/2021	08/10/2021	08/20/2021		08/20/2021	489.00
Account 52220 - Agricultural Supplies Totals								Invoice Transactions 1		\$489.00
Account 52230 - Garage and Motor Supplies										
4461 - Tieman Tire Co, of Bloomington, INC	108093	18 - Tires	Paid by EFT # 42375		08/10/2021	08/10/2021	08/20/2021		08/20/2021	290.00
Account 52230 - Garage and Motor Supplies Totals								Invoice Transactions 1		\$290.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	53.35
Account 53210 - Telephone Totals								Invoice Transactions 1		\$53.35
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	1,318.84
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$1,318.84
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 083121	18-Water Sewer Charges July 14187-001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	2,262.37
208 - City Of Bloomington Utilities	4159-001 083121	18-Water Sewer Charges July 4159-001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	5,523.36
Account 53530 - Water and Sewer Totals								Invoice Transactions 2		\$7,785.73
Account 53540 - Natural Gas										
222 - Vectren	1154625113080 621	18-Natural Gas Golf July	Paid by Check # 74238		08/11/2021	08/11/2021	08/11/2021		08/11/2021	25.53
Account 53540 - Natural Gas Totals								Invoice Transactions 1		\$25.53
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190943794 0821	18-Cable Service Cascades Golf	Paid by Check # 74218		08/11/2021	08/11/2021	08/11/2021		08/11/2021	187.23
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		\$187.23



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62034	18-Criminal History Checks Seasonal Staff	Paid by Check # 74262		08/10/2021	08/10/2021	08/20/2021		08/20/2021	14.00
204 - State Of Indiana	62041	18-Criminal History Checks Seasonal Staff	Paid by Check # 74262		08/10/2021	08/10/2021	08/20/2021		08/20/2021	7.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$21.00
Program 183500 - Golf Services Totals							Invoice Transactions 10			\$10,170.68
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
7839 - North American Invasive Species Management Assoc	1278	18-Boot Brush Station Kit (stand hardware, sign frame, brush)	Paid by EFT # 42322		08/10/2021	08/10/2021	08/20/2021		08/20/2021	400.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1			\$400.00
Account 52340 - Other Repairs and Maintenance										
4140 - Interstate All Battery Center of Bloomington, INC	1903302012178	18- Battery Power Inverter and Digital Battery Tester	Paid by EFT # 42277		08/10/2021	08/10/2021	08/20/2021		08/20/2021	159.94
796 - Interstate Battery System of Bloomington, INC	109603	18-Repalcement Battery for Griffy Lake Boathouse	Paid by EFT # 42278		08/10/2021	08/10/2021	08/20/2021		08/20/2021	97.00
786 - Richard's Small Engine, INC	440181	18-Griffy Push Mower Wheels and Belt	Paid by EFT # 42344		08/10/2021	08/10/2021	08/20/2021		08/20/2021	58.97
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 3			\$315.91
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	774080	18-water for Griffy	Paid by EFT # 42204		08/10/2021	08/10/2021	08/20/2021		08/20/2021	4.90
5819 - Synchrony Bank	675399388599	18-Amazon General Supplies for Griffy	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	42.97
5819 - Synchrony Bank	577994733687	18- Amazon Goal Zero Extension Cable Griffy	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	24.95
5819 - Synchrony Bank	689784936859	18- Amazon Folding Chair Griffy	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	52.99
5819 - Synchrony Bank	854694543957	18- Amazon Headlamp Griffy	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	10.73
Account 52420 - Other Supplies Totals							Invoice Transactions 5			\$136.54
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	70.34
Account 53210 - Telephone Totals							Invoice Transactions 1			\$70.34



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53310 - Printing										
53125 - Mr. Copy, INC	35416	18- Griffy Loop Project 24x36 Blue Prints	Paid by EFT # 42318		08/10/2021	08/10/2021	08/20/2021		08/20/2021	215.73
Account 53310 - Printing Totals										Invoice Transactions 1
										<u>\$215.73</u>
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	31.75
Account 53510 - Electrical Services Totals										Invoice Transactions 1
Program 184000 - Natural Resources Totals										<u>\$31.75</u>
										Invoice Transactions 12
										<u>\$1,170.27</u>
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	436.57
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										<u>\$436.57</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 083121	18-Water Sewer Charges July 14187- 001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	143.64
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
Program 184500 - Youth Services -Juke Box Totals										<u>\$143.64</u>
										Invoice Transactions 2
										<u>\$580.21</u>
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	883479496638	18-Amazon Camp and Building Supplies	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	16.91
Account 52420 - Other Supplies Totals										Invoice Transactions 1
Program 184501 - Youth Services-Kid City Camps Totals										<u>\$16.91</u>
										Invoice Transactions 1
										<u>\$16.91</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	1965	18- Bottled water for concerts & community events	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	11.92
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$11.92</u>
Account 53990 - Other Services and Charges										
7831 - Ryan Andrew Bennett	1	18- 90 minute performance by Band of Outlaws at Peoples Park	Paid by EFT # 42197		08/10/2021	08/10/2021	08/20/2021		08/20/2021	125.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
7798 - Dale R Sengelaus (Dan Kirk Band)	1	18- 90 minute performance by Dan Kirk Band at Peoples Park	Paid by EFT # 42350		08/10/2021	08/10/2021	08/20/2021		08/20/2021	125.00
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 2
								Program 186500 - Community Events Totals		Invoice Transactions 3
										\$250.00
										\$261.92
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	479697	18-Nitex gloves, garden gloves, combo pad lock	Paid by EFT # 42200		08/10/2021	08/10/2021	08/20/2021		08/20/2021	12.97
409 - Black Lumber Co. INC	481429	18-hose repair and padlock	Paid by EFT # 42200		08/10/2021	08/10/2021	08/20/2021		08/20/2021	27.46
394 - Kleindorfer Hardware & Variety	681877	18-wire ties, spray bottle, hose repair end, twine	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	19.64
394 - Kleindorfer Hardware & Variety	686352	18-screws, lock nut, wasp spray, supplies	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	15.46
								Account 52420 - Other Supplies Totals		Invoice Transactions 4
								Program 186502 - Community Events-Gardens Totals		Invoice Transactions 4
										\$75.53
										\$75.53
Program 187001 - Adult Sports-Softball										
Account 52230 - Garage and Motor Supplies										
394 - Kleindorfer Hardware & Variety	686690	18 TLSP 16mm lock nuts for mower	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	10.50
								Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 1
										\$10.50
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	686199	18 TLSP Wasp Spray	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	23.92
								Account 52420 - Other Supplies Totals		Invoice Transactions 1
										\$23.92
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	48.22
								Account 53210 - Telephone Totals		Invoice Transactions 1
										\$48.22



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	637.63
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										<u>\$637.63</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 083121	18-Water Sewer Charges July 14187- 001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	1,058.53
208 - City Of Bloomington Utilities	4159-001 083121	18-Water Sewer Charges July 4159-001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	437.48
Account 53530 - Water and Sewer Totals										Invoice Transactions 2
										<u>\$1,496.01</u>
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62034	18-Criminal History Checks Seasonal Staff	Paid by Check # 74262		08/10/2021	08/10/2021	08/20/2021		08/20/2021	7.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 187001 - Adult Sports-Softball Totals										<u>\$7.00</u>
										<u>\$2,223.28</u>
Program 187202 - Youth Sports-Winslow										
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	624	18 - Winslow weed control, pick up tool, rake	Paid by Check # 74255		08/10/2021	08/10/2021	08/20/2021		08/20/2021	135.96
394 - Kleindorfer Hardware & Variety	688635	18 - Winslow landscape staples, safety glasses	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	15.45
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										<u>\$151.41</u>
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	1,106.67
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										<u>\$1,106.67</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 083121	18-Water Sewer Charges July 4159-001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	2,787.82
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										<u>\$2,787.82</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694- 002774870	18-Landfill August Winslow	Paid by EFT # 42342		08/10/2021	08/10/2021	08/20/2021		08/20/2021	219.32
Account 53950 - Landfill Totals										Invoice Transactions 1
Program 187202 - Youth Sports-Winslow Totals										<u>\$219.32</u>
										<u>\$4,265.22</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	36.04
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										<u>\$36.04</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 083121	18-Water Sewer Charges July 14187- 001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	546.00
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										<u>\$546.00</u>
Account 53990 - Other Services and Charges										
5600 - Greenscapers, LLC	50839	18- Olcott Turf Repair Chemical Application	Paid by EFT # 42258		08/10/2021	08/10/2021	08/20/2021		08/20/2021	485.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										<u>\$485.00</u>
Program 187208 - Youth Sports-Olcott Totals										Invoice Transactions 3
										<u>\$1,067.04</u>
Program 187500 - Banneker										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	466556987547	18- Amazon Light Grippy Ball for Banneker	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	51.65
5819 - Synchrony Bank	883479496638	18-Amazon Camp and Building Supplies	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	158.88
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										<u>\$210.53</u>
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	992.38
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										<u>\$992.38</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 083121	18-Water Sewer Charges July 4159-001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	170.13
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										<u>\$170.13</u>
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5458978	18-BBCC- Sprinkler/Alarm Inspection	Paid by EFT # 42294		08/10/2021	08/10/2021	08/20/2021		08/20/2021	619.00
Account 53610 - Building Repairs Totals										Invoice Transactions 1
										<u>\$619.00</u>
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5111	18-BBCC-Cleaning	Paid by EFT # 42234		08/10/2021	08/10/2021	08/20/2021		08/20/2021	120.00
2895 - Rapid Reproductions, INC	104760	18-Banneker Block Party & Drool in the Pool banners	Paid by EFT # 42338		08/10/2021	08/10/2021	08/20/2021		08/20/2021	127.14



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62041	18-Criminal History Checks Seasonal Staff	Paid by Check # 74262		08/10/2021	08/10/2021	08/20/2021		08/20/2021	7.00
204 - State Of Indiana	62044	18-Criminal History Checks Seasonal Staff	Paid by Check # 74262		08/10/2021	08/10/2021	08/20/2021		08/20/2021	21.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 4			\$275.14
Program 187500 - Banneker Totals							Invoice Transactions 9			\$2,267.18
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	24.11
Account 53210 - Telephone Totals							Invoice Transactions 1			\$24.11
Program 188001 - Inclusive Recreation Totals							Invoice Transactions 1			\$24.11
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM224505	18-Custodial supplies for shelters/restrooms & PPE, batteries,	Paid by EFT # 42245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	255.34
9269 - Ferguson Facilities Supply, HP Products #3400	0332737-2	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 42246		08/10/2021	08/10/2021	08/20/2021		08/20/2021	245.04
9269 - Ferguson Facilities Supply, HP Products #3400	0337041	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 42246		08/10/2021	08/10/2021	08/20/2021		08/20/2021	1,053.79
394 - Kleindorfer Hardware & Variety	686578	18-paint and primer for graffiti and torx bits for screws	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	134.95
5819 - Synchrony Bank	456746535633	18- Amazon Urinal Sealing Liquid Operations	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	439.44
Account 52210 - Institutional Supplies Totals							Invoice Transactions 5			\$2,128.56
Account 52230 - Garage and Motor Supplies										
394 - Kleindorfer Hardware & Variety	681615	18-caulk gun, caulk	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	8.48
394 - Kleindorfer Hardware & Variety	688525	18-low volt tester	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	17.99
394 - Kleindorfer Hardware & Variety	681442	18-roll pins, washer	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	.44



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	384675	18-head light and grease	Paid by EFT # 42360		08/10/2021	08/10/2021	08/20/2021		08/20/2021	81.77
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 4										\$108.68
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	482812	18-Treated Lumber, Flat Post Cap	Paid by EFT # 42200		08/10/2021	08/10/2021	08/20/2021		08/20/2021	69.93
409 - Black Lumber Co. INC	481614	18-rebar	Paid by EFT # 42200		08/10/2021	08/10/2021	08/20/2021		08/20/2021	299.20
334 - Irving Materials, INC	11045857	18-concrete fpr WW Playground	Paid by EFT # 42280		08/10/2021	08/10/2021	08/20/2021		08/20/2021	614.63
334 - Irving Materials, INC	11046678	18-Concrete at Winslow Woods Playground	Paid by EFT # 42280		08/10/2021	08/10/2021	08/20/2021		08/20/2021	443.50
334 - Irving Materials, INC	11045023	18-concrete for Winslow Woods Playground	Paid by EFT # 42280		08/10/2021	08/10/2021	08/20/2021		08/20/2021	600.50
334 - Irving Materials, INC	11044231	18-Poured concrete for WW Playground	Paid by EFT # 42280		08/10/2021	08/10/2021	08/20/2021		08/20/2021	572.50
394 - Kleindorfer Hardware & Variety	685794	18-post anchoring epoxy concrete	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	25.49
394 - Kleindorfer Hardware & Variety	689099	18-screws and drill bit	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	7.29
394 - Kleindorfer Hardware & Variety	688530	18-concrete, socket, ratchet	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	23.28
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 9										\$2,656.32
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	482420	18-ramp bridge at Building & Trades Park	Paid by EFT # 42200		08/10/2021	08/10/2021	08/20/2021		08/20/2021	34.33
409 - Black Lumber Co. INC	482417	18-treated lumber	Paid by EFT # 42200		08/10/2021	08/10/2021	08/20/2021		08/20/2021	50.76
413 - Bloomington Paint & Wallpaper Co	00449048	18-Neon green paint, brush & brush clip for SYP benches	Paid by Check # 74241		08/10/2021	08/10/2021	08/20/2021		08/20/2021	92.37
394 - Kleindorfer Hardware & Variety	686310	18-fittings for Cascades waterline	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	16.01
394 - Kleindorfer Hardware & Variety	686465	18-2 bags of non-slip additive for paint	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	6.38
394 - Kleindorfer Hardware & Variety	689221	18-materials to fix railing at Sycamore Shelter	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	10.67
394 - Kleindorfer Hardware & Variety	681655	18-white striping paint	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	122.98



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	686547	18-needle nose pliers, safety bit	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	11.78
394 - Kleindorfer Hardware & Variety	686724	18-pressure gauge, fittings, galvanized nipple and T	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	15.56
6262 - Koenig Equipment, INC	P25212	18-weed eater line	Paid by EFT # 42292		08/10/2021	08/10/2021	08/20/2021		08/20/2021	221.94
786 - Richard's Small Engine, INC	438069	18-belt for Bryan Park Hustler and PTO switch	Paid by EFT # 42344		08/10/2021	08/10/2021	08/20/2021		08/20/2021	141.95
786 - Richard's Small Engine, INC	437874	18-weedeater heads for Echo for Cascades	Paid by EFT # 42344		08/10/2021	08/10/2021	08/20/2021		08/20/2021	179.94
786 - Richard's Small Engine, INC	438072	18-Replacement motor for Mowing Crew Hustler	Paid by EFT # 42344		08/10/2021	08/10/2021	08/20/2021		08/20/2021	3,449.43
476 - Southern Indiana Parts, INC (Napa Auto Parts)	384687	18-blade	Paid by EFT # 42360		08/10/2021	08/10/2021	08/20/2021		08/20/2021	8.58
476 - Southern Indiana Parts, INC (Napa Auto Parts)	381465	18-tail light assembly	Paid by EFT # 42360		08/10/2021	08/10/2021	08/20/2021		08/20/2021	34.65
476 - Southern Indiana Parts, INC (Napa Auto Parts)	381612	18-supplies for #836	Paid by EFT # 42360		08/10/2021	08/10/2021	08/20/2021		08/20/2021	19.38
4443 - The Sherwin Williams Company	5552-8	18-paint and supplies for Parks	Paid by EFT # 42372		08/10/2021	08/10/2021	08/20/2021		08/20/2021	56.23
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 17	\$4,472.94
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	2785	18-pull behind trailer for Cascades park	Paid by Check # 74255		08/10/2021	08/10/2021	08/20/2021		08/20/2021	199.99
394 - Kleindorfer Hardware & Variety	681742	26-WD40, trash bags	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	22.47
651 - Engraving & Stamp Center, INC	37736	18-"For DEPOSIT Only" stamp for Cemetery Office	Paid by EFT # 42239		08/10/2021	08/10/2021	08/20/2021		08/20/2021	23.95
818 - Everywhere Signs, LLC	58420	18-(6) IU Health B-Line Backer diamond decals	Paid by EFT # 42243		08/10/2021	08/10/2021	08/20/2021		08/20/2021	60.00
313 - Fastenal Company	INBLM224505	18-Custodial supplies for shelters/restrooms & PPE, batteries,	Paid by EFT # 42245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	91.68
394 - Kleindorfer Hardware & Variety	681778	18-torch head	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	49.99
394 - Kleindorfer Hardware & Variety	688548	18-Gorilla super glue	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	15.47



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	455399796374	8- Amazon Bookends & Laptop Sleeve Operations	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	27.21
Account 52420 - Other Supplies Totals Invoice Transactions 8										<u>\$490.76</u>
Account 53160 - Instruction										
53273 - National Recreation & Park Association (NRPA)	M6WFRPCG	18- Full-package regists. for NRPA (Street)	Paid by EFT # 42319		08/10/2021	08/10/2021	08/20/2021		08/20/2021	595.00
53273 - National Recreation & Park Association (NRPA)	2N2DFNY5	18-Full-package regists. for NRPA (Dunbar)	Paid by EFT # 42319		08/10/2021	08/10/2021	08/20/2021		08/20/2021	595.00
Account 53160 - Instruction Totals Invoice Transactions 2										<u>\$1,190.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	311.84
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$311.84</u>
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	2,585.79
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$2,585.79</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 083121	18-Water Sewer Charges July 3953-002	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	65.20
208 - City Of Bloomington Utilities	14187-001 083121	18-Water Sewer Charges July 14187-001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	3,276.41
208 - City Of Bloomington Utilities	4159-001 083121	18-Water Sewer Charges July 4159-001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	1,181.16
Account 53530 - Water and Sewer Totals Invoice Transactions 3										<u>\$4,522.77</u>
Account 53540 - Natural Gas										
222 - Vectren	0252409732080 421	18-Natural Gas July Adams Ops	Paid by Check # 74238		08/11/2021	08/11/2021	08/11/2021		08/11/2021	19.08
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>\$19.08</u>
Account 53630 - Machinery and Equipment Repairs										
6262 - Koenig Equipment, INC	S05585	18- CEM John Deere Gator passenger door replacement	Paid by EFT # 42292		08/10/2021	08/10/2021	08/20/2021		08/20/2021	13.65
Account 53630 - Machinery and Equipment Repairs Totals Invoice Transactions 1										<u>\$13.65</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	1824971444	18-Uniform & mat cleaning services	Paid by EFT # 42189		08/10/2021	08/10/2021	08/20/2021		08/20/2021	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	1824952256	18-Uniform & mat cleaning services	Paid by EFT # 42189		08/10/2021	08/10/2021	08/20/2021		08/20/2021	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	001824961826	18-Uniform & mat cleaning services	Paid by EFT # 42189		08/10/2021	08/10/2021	08/20/2021		08/20/2021	16.70
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 3	\$50.10
Account 53950 - Landfill										
6152 - K&S Rolloff, INC	54400	18-Rental of 30yd dumpster & landfill fees (WW's Plygrd)	Paid by EFT # 42289		08/10/2021	08/10/2021	08/20/2021		08/20/2021	1,616.62
2260 - Republic Services, INC	0694-002774869	18-Landfill July Ops Adams St	Paid by EFT # 42342		08/10/2021	08/10/2021	08/20/2021		08/20/2021	875.37
Account 53950 - Landfill Totals									Invoice Transactions 2	\$2,491.99
Account 53990 - Other Services and Charges										
448 - Donald R Goodwin (Bullseye Utility Locating)	2244	18-Private locates done @ Lower CC's for water line repair	Paid by EFT # 42255		08/10/2021	08/10/2021	08/20/2021		08/20/2021	127.50
5187 - Green Dragon Lawn Care, INC	3630	18- Contractual mowing services at 36 locations	Paid by EFT # 42257		08/10/2021	08/10/2021	08/20/2021		08/20/2021	10,330.00
5187 - Green Dragon Lawn Care, INC	3631	18- Contractual mowing services at 36 locations	Paid by EFT # 42257		08/10/2021	08/10/2021	08/20/2021		08/20/2021	7,805.00
321 - Harrell Fish, INC (HFI)	W68079	18-Mandatory testing of (6) Backflow Prevention Devices	Paid by EFT # 42259		08/10/2021	08/10/2021	08/20/2021		08/20/2021	750.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 4	\$19,012.50
Account 54310 - Improvements Other Than Building										
19741 - Mader Design, LLC	1352	18-Griffy fishing pier development and design consulting	Paid by EFT # 42307		08/10/2021	08/10/2021	08/20/2021		08/20/2021	500.00
Account 54310 - Improvements Other Than Building Totals									Invoice Transactions 1	\$500.00
Program 189000 - Operations Totals									Invoice Transactions 62	\$40,554.98
Program 189006 - Switchyard Property										
Account 52220 - Agricultural Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	29065	18 SYP Sodium Hypochlorite for spray pad	Paid by EFT # 42187		08/10/2021	08/10/2021	08/20/2021		08/20/2021	119.80
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$119.80



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52310 - Building Materials and Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	27939	18 SYP magic lube teflon based	Paid by EFT # 42187		08/10/2021	08/10/2021	08/20/2021		08/20/2021	36.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$36.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	41.10
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.10
Account 53510 - Electrical Services										
208 - City Of Bloomington Utilities	200902-001 0821	18-Water Sewer Charges July Testing	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	1,200.00
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	2,866.38
Account 53510 - Electrical Services Totals									Invoice Transactions 2	\$4,066.38
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	37123-003 083121	18-Water Sewer Charges July Acct 37123-003	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	8,342.20
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$8,342.20
Account 53610 - Building Repairs										
3903 - Electric Plus, INC	28900	18 SYP Installation of 3 timers for skate park, bosque, bocce	Paid by EFT # 42236		08/10/2021	08/10/2021	08/20/2021		08/20/2021	1,969.00
7530 - Woodland Enterprises, LLC (Bloomington Roto-Rooter)	567-352886	18 SYP Cleaned out Skate Park Drain	Paid by EFT # 42386		08/10/2021	08/10/2021	08/20/2021		08/20/2021	519.00
Account 53610 - Building Repairs Totals									Invoice Transactions 2	\$2,488.00
Account 53950 - Landfill										
908 - JB Salvage (Westside Auto Parts)	210731119300	18 SYP 8 Yard Dumpster - July	Paid by EFT # 42285		08/10/2021	08/10/2021	08/20/2021		08/20/2021	175.00
Account 53950 - Landfill Totals									Invoice Transactions 1	\$175.00
Account 53990 - Other Services and Charges										
912 - Central Security Systems, INC	487848	18 SYP Pavilion Commercial Fire Alarm Monitoring (Sept - Nov)	Paid by EFT # 42221		08/10/2021	08/10/2021	08/20/2021		08/20/2021	147.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$147.00
Program 189006 - Switchyard Property Totals									Invoice Transactions 10	\$15,415.48



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
394 - Kleindorfer Hardware & Variety	681948	18-wasp spray	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	5.98
Account 52220 - Agricultural Supplies Totals Invoice Transactions 1										<u>\$5.98</u>
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	18	18- LAND tree caging material (fence & t-posts) & trimmer string	Paid by Check # 74255		08/10/2021	08/10/2021	08/20/2021		08/20/2021	463.19
394 - Kleindorfer Hardware & Variety	686427	18-1 roll tute twine	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	1.19
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>\$464.38</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	41.10
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$41.10</u>
Account 53510 - Electrical Services										
208 - City Of Bloomington Utilities	200807-003 08312	18-Water Sewer Charges July Acct 200807-003	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	101.10
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$101.10</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 083121	18-Water Sewer Charges July 41294-01	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	275.96
208 - City Of Bloomington Utilities	14187-001 083121	18-Water Sewer Charges July 14187-001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	123.22
208 - City Of Bloomington Utilities	4159-001 083121	18-Water Sewer Charges July 4159-001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	229.41
Account 53530 - Water and Sewer Totals Invoice Transactions 3										<u>\$628.59</u>
Account 53990 - Other Services and Charges										
50335 - Aquatic Control, INC	200957	18- LAND Nuisance Vegetation Management at Miller-Showers Park	Paid by EFT # 42188		08/10/2021	08/10/2021	08/20/2021		08/20/2021	587.50
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>\$587.50</u>
Program 189500 - Landscaping Totals Invoice Transactions 9										<u>\$1,828.65</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	686538	18-spade, gutter getter, magnet, electrical tape, multi tester,	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	49.93
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$49.93
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132- 721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	41.10
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.10
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	131.02
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$131.02
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 083121	18-Water Sewer Charges July 41294-01	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	323.52
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$323.52
Account 53540 - Natural Gas										
222 - Vectren	2150190557 08062	18-Natural Gas Rosehill 2 July	Paid by Check # 74238		08/11/2021	08/11/2021	08/11/2021		08/11/2021	18.51
222 - Vectren	2154628249080 621	18-Natural Gas Rosehill 2 July	Paid by Check # 74238		08/11/2021	08/11/2021	08/11/2021		08/11/2021	17.00
Account 53540 - Natural Gas Totals									Invoice Transactions 2	\$35.51
Account 53630 - Machinery and Equipment Repairs										
6262 - Koenig Equipment, INC	S05585	18- CEM John Deere Gator passenger door replacement	Paid by EFT # 42292		08/10/2021	08/10/2021	08/20/2021		08/20/2021	2,500.00
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	\$2,500.00
Program 189501 - Cemeteries Totals									Invoice Transactions 7	\$3,081.08
Program 189503 - Urban Forestry										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132- 721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	158.82
Account 53210 - Telephone Totals									Invoice Transactions 1	\$158.82
Program 189503 - Urban Forestry Totals									Invoice Transactions 1	\$158.82
Department 18 - Parks & Recreation Totals									Invoice Transactions 172	\$94,048.88



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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) Totals			Invoice Transactions			172	\$94,048.88
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
12346 - Global Equipment CO., INC (Global Industrial)	117963868	Sharps Container	Paid by EFT # 42252		08/10/2021	08/10/2021	08/20/2021		08/20/2021	205.74
5819 - Synchrony Bank	869596669337	18-Amazon Grabber Reacher Tool Health & Wellness	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	8.95
Account 52420 - Other Supplies Totals							Invoice Transactions		2	\$214.69
Program 181001 - Health & Wellness Totals							Invoice Transactions		2	\$214.69
Program 182001 - Aquatics - Bryan Pool										
Account 43240 - Season Passes/Memberships										
Stephanie French	2021-00000997	18-Refunds	Paid by Check # 74274		08/10/2021	08/10/2021	08/20/2021		08/20/2021	35.00
Account 43240 - Season Passes/Memberships Totals							Invoice Transactions		1	\$35.00
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1090	18-20-punch Economy Pool Pass cards #250	Paid by EFT # 42177		08/10/2021	08/10/2021	08/20/2021		08/20/2021	45.00
Account 53310 - Printing Totals							Invoice Transactions		1	\$45.00
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions		2	\$80.00
Program 182003 - Aquatics-Health & Safety										
Account 53990 - Other Services and Charges										
4504 - American National Red Cross	22364586	18-lifeguarding certification	Paid by EFT # 42182		08/10/2021	08/10/2021	08/20/2021		08/20/2021	240.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions		1	\$240.00
Program 182003 - Aquatics-Health & Safety Totals							Invoice Transactions		1	\$240.00
Program 182006 - Aquatics - Pool Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	164105	18-Bryan Pool Concessions Items to Sell	Paid by EFT # 42253		08/10/2021	08/10/2021	08/20/2021		08/20/2021	838.95
4099 - Gold Medal Products CO.	163728	18-Bryan Pool Concessions Items to Sell	Paid by EFT # 42253		08/10/2021	08/10/2021	08/20/2021		08/20/2021	1,188.75
4099 - Gold Medal Products CO.	164264	18 - Bryan Pool Concessions Product	Paid by EFT # 42253		08/10/2021	08/10/2021	08/20/2021		08/20/2021	1,175.70
5819 - Synchrony Bank	0111	18 - Bryan Pool Concessions Supplies	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	258.46
5819 - Synchrony Bank	5464	18 - Bryan Pool Concessions Supplies	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	403.82
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions		5	\$3,865.68
Program 182006 - Aquatics - Pool Concessions Totals							Invoice Transactions		5	\$3,865.68



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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 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
38 - B & B Food Distributors, INC	276468	18 - Cascades Hotdogs / Misc Concessions	Paid by EFT # 42192		08/10/2021	08/10/2021	08/20/2021		08/20/2021	438.43
205 - City Of Bloomington	676516	18 - Monarch	Paid by Check # 74244		08/10/2021	08/10/2021	08/20/2021		08/20/2021	161.60
205 - City Of Bloomington	682612	18 - Monarch	Paid by Check # 74244		08/10/2021	08/10/2021	08/20/2021		08/20/2021	698.00
205 - City Of Bloomington	321694	18 - Best Beers	Paid by Check # 74242		08/10/2021	08/10/2021	08/20/2021		08/20/2021	186.00
5969 - Coca Cola Bottling CO. Consolidated	2056207649	18- Cascades Bottles and BIBs	Paid by EFT # 42229		08/10/2021	08/10/2021	08/20/2021		08/20/2021	171.67
5969 - Coca Cola Bottling CO. Consolidated	2056207514	18- Cascades Bottles and BIBs	Paid by EFT # 42229		08/10/2021	08/10/2021	08/20/2021		08/20/2021	388.38
5969 - Coca Cola Bottling CO. Consolidated	2056207577	18- Cascades Bottles and BIBs	Paid by EFT # 42229		08/10/2021	08/10/2021	08/20/2021		08/20/2021	485.06
5819 - Synchrony Bank	2842	18 - Snack Bar items	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	58.88
5819 - Synchrony Bank	5973	18 - Snack Bar items	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	157.00
5819 - Synchrony Bank	6519	18 - Snack Bar items	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	64.12
5819 - Synchrony Bank	1035	18 - Snack Bar items	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	72.06
5819 - Synchrony Bank	0341 073121	18 - Snack Bar items	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	41.40
5819 - Synchrony Bank	7265	18 - Snack Bar items	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	48.90
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 13			\$2,971.50
Program 183500 - Golf Services Totals							Invoice Transactions 13			\$2,971.50
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	911533077	18-pro shop items	Paid by Check # 74239		08/10/2021	08/10/2021	08/20/2021		08/20/2021	376.32
4072 - Acushnet Company	911603849	18-pro shop items	Paid by Check # 74239		08/10/2021	08/10/2021	08/20/2021		08/20/2021	125.07
3978 - J & M Golf, INC	0633205-IN	18 - Tees and ball markers	Paid by EFT # 42282		08/10/2021	08/10/2021	08/20/2021		08/20/2021	775.13
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 3			\$1,276.52
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 3			\$1,276.52



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	534876775366	18-Amazon SUP Paddle	Paid by EFT #		08/10/2021	08/10/2021	08/20/2021		08/20/2021	(98.85)
		REFUND Griffy	42368							
5819 - Synchrony Bank	957644375873	18-Amazon SUP	Paid by EFT #		08/10/2021	08/10/2021	08/20/2021		08/20/2021	98.85
		Paddle Griffy	42368							
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$0.00
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62034	18-Criminal History	Paid by Check		08/10/2021	08/10/2021	08/20/2021		08/20/2021	7.00
		Checks Seasonal Staff	# 74262							
204 - State Of Indiana	62041	18-Criminal History	Paid by Check		08/10/2021	08/10/2021	08/20/2021		08/20/2021	7.00
		Checks Seasonal Staff	# 74262							
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$14.00
Program 184000 - Natural Resources Totals							Invoice Transactions 4			\$14.00
Program 184500 - Youth Services -Juke Box										
Account 43270 - Registration Fees										
Doug Thomas	2021-00000991	18-Refunds	Paid by Check		08/10/2021	08/10/2021	08/20/2021		08/20/2021	446.00
			# 74284							
Account 43270 - Registration Fees Totals							Invoice Transactions 1			\$446.00
Account 52420 - Other Supplies										
5819 - Synchrony Bank	883479496638	18-Amazon Camp and	Paid by EFT #		08/10/2021	08/10/2021	08/20/2021		08/20/2021	8.98
		Building Supplies	42368							
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$8.98
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 2			\$454.98
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	435993484984	18- Amazon Crayola	Paid by EFT #		08/10/2021	08/10/2021	08/20/2021		08/20/2021	32.99
		Modeling Clay AJB	42368							
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$32.99
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62041	18-Criminal History	Paid by Check		08/10/2021	08/10/2021	08/20/2021		08/20/2021	84.00
		Checks Seasonal Staff	# 74262							
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$84.00
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions 2			\$116.99
Program 184502 - Youth Expo- Childrens Expo										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	1042000314	18-Monthly Walmart	Paid by Check		08/10/2021	08/10/2021	08/20/2021		08/20/2021	81.03
	07132	Supply Shopping	# 74248							
4388 - Hall's Laundries, INC (17th Coin	1402	18-Chldren's Expo	Paid by Check		08/10/2021	08/10/2021	08/20/2021		08/20/2021	41.00
Laundry)		Table Cloths laundered	# 74251							
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$122.03



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184502 - Youth Expo- Childrens Expo										
Account 53990 - Other Services and Charges										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1210733270	18-July radio spots on WHCC	Paid by EFT # 42359		08/10/2021	08/10/2021	08/20/2021		08/20/2021	1,025.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1210733300	18- 18-July radio spots on WBWB	Paid by EFT # 42359		08/10/2021	08/10/2021	08/20/2021		08/20/2021	375.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			<u>\$1,400.00</u>
Program 184502 - Youth Expo- Childrens Expo Totals							Invoice Transactions 4			<u>\$1,522.03</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0339367	18 - TLRC Facility Institutional Supplies	Paid by EFT # 42246		08/10/2021	08/10/2021	08/20/2021		08/20/2021	827.71
5819 - Synchrony Bank	2943	18-Band-aids	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	21.96
Account 52210 - Institutional Supplies Totals							Invoice Transactions 2			<u>\$849.67</u>
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	681530	18-cable ties, fly swatters, anchor kits	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	42.26
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1			<u>\$42.26</u>
Account 52420 - Other Supplies										
2406 - LUMOS Holding US Acquisition, Co (Life Fitness)	6813116	18-TLRC-Cable Replacement for strength machine	Paid by EFT # 42305		08/10/2021	08/10/2021	08/20/2021		08/20/2021	80.55
5819 - Synchrony Bank	439797938773	18- Amazon Roadside Flare TLRC	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	11.99
Account 52420 - Other Supplies Totals							Invoice Transactions 2			<u>\$92.54</u>
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 0821	18-Eletrical Service Charges July	Paid by Check # 74231		08/11/2021	08/11/2021	08/11/2021		08/11/2021	12.05
Account 53510 - Electrical Services Totals							Invoice Transactions 1			<u>\$12.05</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 083121	18-Water Sewer Charges July 3953-002	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	659.90
Account 53530 - Water and Sewer Totals							Invoice Transactions 1			<u>\$659.90</u>
Account 53540 - Natural Gas										
222 - Vectren	0252765623080 421	18-Natural Gas July TLRC	Paid by Check # 74238		08/11/2021	08/11/2021	08/11/2021		08/11/2021	99.58
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>\$99.58</u>
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5463312	18 - TLRC Quarterly Sprinkler Test	Paid by EFT # 42294		08/10/2021	08/10/2021	08/20/2021		08/20/2021	187.00
53657 - Plymate, INC	3030455	18 - TLRC Entry Mat Service	Paid by EFT # 42331		08/10/2021	08/10/2021	08/20/2021		08/20/2021	78.62



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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										
539 - Price Electric, INC	34244	18 - TLRC Exterior Light Repairs	Paid by EFT # 42333		08/10/2021	08/10/2021	08/20/2021		08/20/2021	2,297.40
Account 53610 - Building Repairs Totals Invoice Transactions 3										\$2,563.02
Account 53810 - Principal										
3623 - US Bank	1793816	18-Parks Redistrict Refunding 2007	Paid by EFT # 42157		08/06/2021	08/06/2021	08/06/2021		08/06/2021	185,000.00
Account 53810 - Principal Totals Invoice Transactions 1										\$185,000.00
Account 53820 - Interest										
3623 - US Bank	1793816	18-Parks Redistrict Refunding 2007	Paid by EFT # 42157		08/06/2021	08/06/2021	08/06/2021		08/06/2021	52,706.26
Account 53820 - Interest Totals Invoice Transactions 1										\$52,706.26
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X210622	18-Satellite Service at TLRC	Paid by Check # 74207		08/04/2021	08/04/2021	08/04/2021		08/04/2021	228.98
454 - DirecTV, LLC	075619410X210722	18-Satellite Service at TLRC	Paid by Check # 74207		08/04/2021	08/04/2021	08/04/2021		08/04/2021	235.23
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 2										\$464.21
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62034	18-Criminal History Checks Seasonal Staff	Paid by Check # 74262		08/10/2021	08/10/2021	08/20/2021		08/20/2021	14.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										\$14.00
Program 185000 - Twin Lakes Recreation Center Totals Invoice Transactions 16										\$242,503.49
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7794 - Molly R Adkins	08042021	18-TLRC Fitness Specialist	Paid by EFT # 42178		08/10/2021	08/10/2021	08/20/2021		08/20/2021	218.75
6161 - Morgan Ashley Banks	08052021	18-TLRC Fitness Specialist	Paid by EFT # 42194		08/10/2021	08/10/2021	08/20/2021		08/20/2021	250.00
7276 - Kaitlyn Clementi	080321	18-TLRC - Personal Training payment	Paid by EFT # 42228		08/10/2021	08/10/2021	08/20/2021		08/20/2021	60.00
7086 - Rivkah L Moore	080621	18-TLRC Fitness Specialist	Paid by EFT # 42316		08/10/2021	08/10/2021	08/20/2021		08/20/2021	281.25
5007 - Emeline P O'Connor	080521	18- TLRC Group exercise Instructor Pay	Paid by EFT # 42324		08/10/2021	08/10/2021	08/20/2021		08/20/2021	93.75
1973 - Megan M Stark	08062021	18-TLRC Fitness Specialist	Paid by EFT # 42365		08/10/2021	08/10/2021	08/20/2021		08/20/2021	360.00
7440 - William Tuttle	08062021	18-TLRC Fitness Specialist	Paid by EFT # 42379		08/10/2021	08/10/2021	08/20/2021		08/20/2021	270.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7440 - William Tuttle	080721	18 - TLRC Group exercise Instructor Pay	Paid by EFT # 42379		08/10/2021	08/10/2021	08/20/2021		08/20/2021	375.00
								Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 8	<u>\$1,908.75</u>
								Program 185002 - TLRC-Health & Wellness Totals	Invoice Transactions 8	<u>\$1,908.75</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	2314	18-	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	101.48
								Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 1	<u>\$101.48</u>
								Program 185006 - TLRC-Concessions Totals	Invoice Transactions 1	<u>\$101.48</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	104200031407132	18-Monthly Walmart Supply Shopping	Paid by Check # 74248		08/10/2021	08/10/2021	08/20/2021		08/20/2021	210.49
6606 - Jena Consulting, LLC (Paint Rave)	016134	18 - Neon paint for Glow in the Park event	Paid by EFT # 42286		08/10/2021	08/10/2021	08/20/2021		08/20/2021	669.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$879.49</u>
Account 53160 - Instruction										
53273 - National Recreation & Park Association (NRPA)	QQHCXRB7	18-Conference registration for Higgins	Paid by EFT # 42319		08/10/2021	08/10/2021	08/20/2021		08/20/2021	295.00
53273 - National Recreation & Park Association (NRPA)	KKZ656SF	18- Full-package regis. for NRPA (Brinson)	Paid by EFT # 42319		08/10/2021	08/10/2021	08/20/2021		08/20/2021	595.00
								Account 53160 - Instruction Totals	Invoice Transactions 2	<u>\$890.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	41.10
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$41.10</u>
Account 53990 - Other Services and Charges										
7767 - Dan P Alexander (Beetlegraphix)	00342022	18 - Caricatures @ Drool in the Pool 8/5/21	Paid by EFT # 42180		08/10/2021	08/10/2021	08/20/2021		08/20/2021	300.00
6964 - James S Daley	2021003	18 - Trivia hosting for Trivia series - 3/5, 5/14, & 7/9	Paid by EFT # 42232		08/10/2021	08/10/2021	08/20/2021		08/20/2021	450.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
6964 - James S Daley	2021004	18 - Reimbursement for trivia series prizes	Paid by EFT # 42232		08/10/2021	08/10/2021	08/20/2021		08/20/2021	600.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 3		\$1,350.00
Program 186500 - Community Events Totals								Invoice Transactions 8		\$3,160.59
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
7832 - James Farmer (Twin Spring Farmstead)	2499	Market Bucks and Gift Certificates	Paid by EFT # 42244		08/10/2021	08/10/2021	08/20/2021		08/20/2021	20.00
5200 - Chester L Lehman (Olde Lane Orchard)	2496	Market Bucks and Gift Certificates	Paid by EFT # 42298		08/10/2021	08/10/2021	08/20/2021		08/20/2021	105.00
17535 - James W Lewis	2492	Market Bucks and Gift Certificates	Paid by EFT # 42299		08/10/2021	08/10/2021	08/20/2021		08/20/2021	20.00
7356 - John A McMahan	2487	Market Bucks and Gift Certificates	Paid by EFT # 42309		08/10/2021	08/10/2021	08/20/2021		08/20/2021	20.00
12405 - Titus Raber	2497	Market Bucks and Gift Certificates	Paid by EFT # 42336		08/10/2021	08/10/2021	08/20/2021		08/20/2021	25.00
14571 - Melvin E Reeves	2504	Market Bucks and Gift Certificates	Paid by EFT # 42341		08/10/2021	08/10/2021	08/20/2021		08/20/2021	45.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2509	Market Bucks and Gift Certificates	Paid by EFT # 42353		08/10/2021	08/10/2021	08/20/2021		08/20/2021	5.00
5673 - Stephen Stoll	2505	Market Bucks and Gift Certificates	Paid by EFT # 42367		08/10/2021	08/10/2021	08/20/2021		08/20/2021	40.00
Account 47230 - Gift Certificate Totals								Invoice Transactions 8		\$280.00
Account 47240 - EBT Market Bucks										
7363 - Burt(Feast Market and Cellar)	2501	Market Bucks	Paid by EFT # 42212		08/10/2021	08/10/2021	08/20/2021		08/20/2021	75.00
3960 - Cortland V Carrington (Farmers Market Only)	2493	Market Bucks	Paid by EFT # 42217		08/10/2021	08/10/2021	08/20/2021		08/20/2021	39.00
7832 - James Farmer (Twin Spring Farmstead)	2499	Market Bucks and Gift Certificates	Paid by EFT # 42244		08/10/2021	08/10/2021	08/20/2021		08/20/2021	114.00
6431 - Alvin M Fisher	2495	Market Bucks	Paid by EFT # 42248		08/10/2021	08/10/2021	08/20/2021		08/20/2021	105.00
3265 - Linnea Lee Good	2486	Market Bucks	Paid by EFT # 42254		08/10/2021	08/10/2021	08/20/2021		08/20/2021	3.00
52276 - Hunter's Honey Farm	2511	Market Bucks	Paid by EFT # 42266		08/10/2021	08/10/2021	08/20/2021		08/20/2021	252.00
5200 - Chester L Lehman (Olde Lane Orchard)	2496	Market Bucks and Gift Certificates	Paid by EFT # 42298		08/10/2021	08/10/2021	08/20/2021		08/20/2021	321.00



Board of Park & Recreation Claim Register

Invoice Date Range 08/04/21 - 08/20/21

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										
17535 - James W Lewis	2492	Market Bucks and Gift Certificates	Paid by EFT # 42299		08/10/2021	08/10/2021	08/20/2021		08/20/2021	57.00
7356 - John A McMahan	2487	Market Bucks and Gift Certificates	Paid by EFT # 42309		08/10/2021	08/10/2021	08/20/2021		08/20/2021	186.00
12405 - Titus Raber	2497	Market Bucks and Gift Certificates	Paid by EFT # 42336		08/10/2021	08/10/2021	08/20/2021		08/20/2021	330.00
12405 - Titus Raber	2498	Market Bucks	Paid by EFT # 42336		08/10/2021	08/10/2021	08/20/2021		08/20/2021	243.00
7337 - David Ray (Stonewall Maple Syrup)	2507	Market Bucks	Paid by EFT # 42339		08/10/2021	08/10/2021	08/20/2021		08/20/2021	15.00
14571 - Melvin E Reeves	2489	Market Bucks	Paid by EFT # 42341		08/10/2021	08/10/2021	08/20/2021		08/20/2021	144.00
14571 - Melvin E Reeves	2504	Market Bucks and Gift Certificates	Paid by EFT # 42341		08/10/2021	08/10/2021	08/20/2021		08/20/2021	42.00
12430 - Luke Rhodes	2488	Market Bucks	Paid by EFT # 42343		08/10/2021	08/10/2021	08/20/2021		08/20/2021	144.00
12430 - Luke Rhodes	2491	Market Bucks	Paid by EFT # 42343		08/10/2021	08/10/2021	08/20/2021		08/20/2021	27.00
12430 - Luke Rhodes	2508	Market Bucks	Paid by EFT # 42343		08/10/2021	08/10/2021	08/20/2021		08/20/2021	201.00
12422 - Kip Schlegel	2506	Market Bucks	Paid by EFT # 42349		08/10/2021	08/10/2021	08/20/2021		08/20/2021	42.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2509	Market Bucks and Gift Certificates	Paid by EFT # 42353		08/10/2021	08/10/2021	08/20/2021		08/20/2021	261.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2502	Market Bucks	Paid by EFT # 42354		08/10/2021	08/10/2021	08/20/2021		08/20/2021	174.00
6618 - James Sigman	2510	Market Bucks	Paid by EFT # 42356		08/10/2021	08/10/2021	08/20/2021		08/20/2021	171.00
5673 - Stephen Stoll	2505	Market Bucks and Gift Certificates	Paid by EFT # 42367		08/10/2021	08/10/2021	08/20/2021		08/20/2021	432.00
6623 - Twilight Dairy, LLC	2494	Market Bucks	Paid by EFT # 42380		08/10/2021	08/10/2021	08/20/2021		08/20/2021	150.00
12424 - Daniel L Weber	2500	Market Bucks	Paid by EFT # 42383		08/10/2021	08/10/2021	08/20/2021		08/20/2021	21.00
12425 - David W Widner	2503	Market Bucks	Paid by Check # 74267		08/10/2021	08/10/2021	08/20/2021		08/20/2021	12.00
Account 47240 - EBT Market Bucks Totals								Invoice Transactions	25	\$3,561.00
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	686767	18- Cords for Market Sound System	Paid by EFT # 42291		08/10/2021	08/10/2021	08/20/2021		08/20/2021	210.95
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$210.95



Board of Park & Recreation Claim Register

Invoice Date Range 08/04/21 - 08/20/21

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 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-721	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X071920 21	Paid by Check # 74204		08/04/2021	08/04/2021	08/04/2021		08/04/2021	70.34
Account 53210 - Telephone Totals									Invoice Transactions 1	\$70.34
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	82116-001 083121	18-Water Sewer Charges July Acct 82116-001	Paid by Check # 74245		08/10/2021	08/10/2021	08/20/2021		08/20/2021	17.11
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$17.11
Account 53940 - Temporary Contractual Employee										
3875 - Sandra Salinas-Kobylka	08012021	18- Market Cleaning	Paid by EFT # 42348		08/10/2021	08/10/2021	08/20/2021		08/20/2021	325.00
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 1	\$325.00
Program 186503 - Community Events-Farmers' Market Totals									Invoice Transactions 37	\$4,464.40
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
7764 - Huckleberry Funk	INV0003	18- 75 Minute Performance at Switchyard Park for Performing Art	Paid by Check # 74236		08/11/2021	08/11/2021	08/11/2021		08/11/2021	2,000.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$2,000.00
Program 186506 - Performing Art Series Totals									Invoice Transactions 1	\$2,000.00
Program 187001 - Adult Sports-Softball										
Account 52420 - Other Supplies										
4140 - Interstate All Battery Center of Bloomington, INC	1903301011716	18- TLSP AED Battery Replacement	Paid by EFT # 42277		08/10/2021	08/10/2021	08/20/2021		08/20/2021	122.40
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$122.40
Account 53910 - Dues and Subscriptions										
822 - Indiana Amateur Softball Association, INC	2021020985	18- TLSP USA Softball E South State Fees	Paid by EFT # 42270		08/10/2021	08/10/2021	08/20/2021		08/20/2021	3,380.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$3,380.00
Account 53990 - Other Services and Charges										
13400 - Entertek Partners Limited Partnership (Hampton Inn	552371 A	18- TLSP E South State UIC Hotel Room	Paid by Check # 74246		08/10/2021	08/10/2021	08/20/2021		08/20/2021	74.00
204 - State Of Indiana	62041	18-Criminal History Checks Seasonal Staff	Paid by Check # 74262		08/10/2021	08/10/2021	08/20/2021		08/20/2021	7.00



Board of Park & Recreation Claim Register

Invoice Date Range 08/04/21 - 08/20/21

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 187001 - Adult Sports-Softball										
Account 53990 - Other Services and Charges										
5819 - Synchrony Bank	1904	18- TLSP Adult E South State Umpire Snacks	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	21.47
								Invoice Transactions	3	\$102.47
								Program 187001 - Adult Sports-Softball Totals	5	\$3,604.87
Program 187002 - Adult Sports-Tennis										
Account 53990 - Other Services and Charges										
7750 - Matthew Lee Corry (MC Tennis, LLC)	3	18-Partnership percentage payout late June and July	Paid by EFT # 42230		08/10/2021	08/10/2021	08/20/2021		08/20/2021	5,257.60
								Invoice Transactions	1	\$5,257.60
								Program 187002 - Adult Sports-Tennis Totals	1	\$5,257.60
Program 187006 - Adult Sports-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	2313	18 - TLSP Concessions Products to Sell	Paid by Check # 74264		08/10/2021	08/10/2021	08/20/2021		08/20/2021	132.47
								Invoice Transactions	1	\$132.47
								Program 187006 - Adult Sports-Concessions Totals	1	\$132.47
Program 189000 - Operations										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	487894449643	18-Amazon Baby Changing Station Operations	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	414.00
								Invoice Transactions	1	\$414.00
Account 53990 - Other Services and Charges										
19741 - Mader Design, LLC	1354	18- Rogers Family Park Design	Paid by EFT # 42307		08/10/2021	08/10/2021	08/20/2021		08/20/2021	5,000.00
19741 - Mader Design, LLC	1355	18-Site design services for WH&B Park Playground	Paid by EFT # 42307		08/10/2021	08/10/2021	08/20/2021		08/20/2021	3,500.00
								Invoice Transactions	2	\$8,500.00
								Program 189000 - Operations Totals	3	\$8,914.00
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
Community Foundation of Bloomington and Monroe Co.	2021-00001034	18-Refunds	Paid by Check # 74272		08/10/2021	08/10/2021	08/20/2021		08/20/2021	300.00
								Invoice Transactions	1	\$300.00
								Account 43220 - Facility Rentals Totals		



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Invoice Date Range 08/04/21 - 08/20/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53990 - Other Services and Charges										
3903 - Electric Plus, INC	28901	18 SYP Repair to Rogers Entrance Light from car accident	Paid by EFT # 42236		08/10/2021	08/10/2021	08/20/2021		08/20/2021	840.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			<u>\$840.00</u>
Program 189006 - Switchyard Property Totals							Invoice Transactions 2			<u>\$1,140.00</u>
Program 189500 - Landscaping										
Account 53110 - Engineering and Architectural										
3560 - First Financial Bank / Credit Cards	1796495749	18- CISMA Conference	Paid by Check # 74248		08/10/2021	08/10/2021	08/20/2021		08/20/2021	197.12
Account 53110 - Engineering and Architectural Totals							Invoice Transactions 1			<u>\$197.12</u>
Program 189500 - Landscaping Totals							Invoice Transactions 1			<u>\$197.12</u>
Program G17014 - Youth & Adolescent Physical Actv										
Account 52420 - Other Supplies										
4562 - Andrew T Stein (PARKINK)	27759	18 - passport to play shirts	Paid by EFT # 42366		08/10/2021	08/10/2021	08/20/2021		08/20/2021	354.20
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$354.20</u>
Program G17014 - Youth & Adolescent Physical Actv Totals							Invoice Transactions 1			<u>\$354.20</u>
Program G18009 - 2018-2022 Leonard Springs Nature										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	8363873649	18-karst caves and water action model	Paid by Check # 74248		08/10/2021	08/10/2021	08/20/2021		08/20/2021	499.00
5099 - Office Three Sixty, INC	2016400	18- colored paper, tissues, clipboards, rubber bands, etc.	Paid by EFT # 42326		08/10/2021	08/10/2021	08/20/2021		08/20/2021	27.96
5819 - Synchrony Bank	447577534456	18- Amazon Insect Magnifier Griffy	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	164.28
5819 - Synchrony Bank	675399388599	18-Amazon General Supplies for Griffy	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	178.72
5819 - Synchrony Bank	886987354869	18- Amazon Insect Magnifier Griffy 2	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	41.07
Account 52420 - Other Supplies Totals							Invoice Transactions 5			<u>\$911.03</u>
Program G18009 - 2018-2022 Leonard Springs Nature Totals							Invoice Transactions 5			<u>\$911.03</u>
Program G20015 - 2020-21 Griffy Nature Days										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	57519491	18-3D fish dissection model	Paid by Check # 74248		08/10/2021	08/10/2021	08/20/2021		08/20/2021	86.82
5819 - Synchrony Bank	675399388599	18-Amazon General Supplies for Griffy	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	91.80



Board of Park & Recreation Claim Register

Invoice Date Range 08/04/21 - 08/20/21

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 G20015 - 2020-21 Griffy Nature Days										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	694495789693	18-Amazon Aquarium Air Pump Griffy	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	16.72
5819 - Synchrony Bank	767789586333	18- Amazon Colibrox Aquarium Griffy	Paid by EFT # 42368		08/10/2021	08/10/2021	08/20/2021		08/20/2021	33.90
Account 52420 - Other Supplies Totals							Invoice Transactions	4		\$229.24
Program G20015 - 2020-21 Griffy Nature Days Totals							Invoice Transactions	4		\$229.24
Program G21008 - 2021 Summer Food										
Account 53990 - Other Services and Charges										
3614 - Chef For Hire, INC	11573	18-BBCC-July Meals	Paid by EFT # 42222		08/10/2021	08/10/2021	08/20/2021		08/20/2021	4,154.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$4,154.00
Program G21008 - 2021 Summer Food Totals							Invoice Transactions	1		\$4,154.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	133		\$289,789.63
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions	133		\$289,789.63
Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP										
Account 54510 - Other Capital Outlays										
5789 - ESL-Spectrum, INC (Lighting Services of Indiana)	11467TB	18-Peoples Park Light, Poles, Cables	Paid by Check # 74247		08/10/2021	08/10/2021	08/20/2021		08/20/2021	23,223.70
3444 - Rundell Ernstberger Associates, INC	2021-1625-01	18- Bryan Park Trail Improvements	Paid by EFT # 42346		08/10/2021	08/10/2021	08/20/2021		08/20/2021	800.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$24,023.70
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals							Invoice Transactions	2		\$24,023.70
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA										
Account 54510 - Other Capital Outlays										
7722 - Indiana Field Supplies, LLC	08/08/21	18-Ballfield infield material for sites	Paid by EFT # 42271		08/10/2021	08/10/2021	08/20/2021		08/20/2021	15,545.15
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$15,545.15
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals							Invoice Transactions	1		\$15,545.15
Department 18 - Parks & Recreation Totals							Invoice Transactions	3		\$39,568.85
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions	3		\$39,568.85



Board of Park & Recreation Claim Register

Invoice Date Range 08/04/21 - 08/20/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
5641 - AZTEC Engineering Group, INC	201011	18- Duke Power Line Trail Design	Paid by EFT # 42191		08/10/2021	08/10/2021	08/20/2021		08/20/2021	3,500.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		<u>\$3,500.00</u>
Program 18018A - 7th St Green Way, RCA Power Line Totals							Invoice Transactions	1		<u>\$3,500.00</u>
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
19741 - Mader Design, LLC	1353	18- Griffy Lake Loop Trail Design	Paid by EFT # 42307		08/10/2021	08/10/2021	08/20/2021		08/20/2021	1,500.00
3444 - Rundell Ernstberger Associates, INC	2021-1620-01	18- Construction Inspection for Cascades Trail and Streambank	Paid by EFT # 42346		08/10/2021	08/10/2021	08/20/2021		08/20/2021	989.50
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		<u>\$2,489.50</u>
Program 18018B - Griffy Loop Trail Lower Cascades Totals							Invoice Transactions	2		<u>\$2,489.50</u>
Department 18 - Parks & Recreation Totals							Invoice Transactions	3		<u>\$5,989.50</u>
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	3		<u>\$5,989.50</u>
Grand Totals							Invoice Transactions	311		<u>\$429,396.86</u>

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/20/2021	Claims				429,396.86
					<u>429,396.86</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 **\$ 429,396.86**

Dated this _____ day of _____ year of 20____.

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

Fiscal Office _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/27/2021	Payroll				183,840.89
					<u>183,840.89</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 183,840.89

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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 & Recreation Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	34364	18- IPRA Conference Fees for McDevitt and Street	Paid by Check # 74322		08/24/2021	08/24/2021	09/03/2021		09/03/2021	325.00
Account 53160 - Instruction Totals										Invoice Transactions 1
										\$325.00
Account 53210 - Telephone										
1079 - AT&T	812349370008-21	18-Landlines August 2021	Paid by Check # 74297		08/23/2021	08/23/2021	08/23/2021		08/23/2021	2,122.51
1079 - AT&T	849494855080921	18-Long Distance Charges July/August	Paid by Check # 74298		08/23/2021	08/23/2021	08/23/2021		08/23/2021	12.74
Account 53210 - Telephone Totals										Invoice Transactions 2
										\$2,135.25
Program 181000 - Administration Totals										Invoice Transactions 3
										\$2,460.25
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
5757 - Nite Owl Promotions, INC	S 12881	18 - walking club tshirts	Paid by EFT # 42547		08/24/2021	08/24/2021	09/03/2021		09/03/2021	204.00
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$204.00
Program 181001 - Health & Wellness Totals										Invoice Transactions 1
										\$204.00
Program 181100 - Marketing										
Account 53220 - Postage										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1176	18-FW 2021 program guide mailing and postage	Paid by EFT # 42413		08/24/2021	08/24/2021	09/03/2021		09/03/2021	1,346.76
933 - United States Postal Service	August 2021	18-Deposit to Bulk Mail account #302 Bloomington Parks & Rec	Paid by Check # 74340		08/24/2021	08/24/2021	09/03/2021		09/03/2021	20,000.00
Account 53220 - Postage Totals										Invoice Transactions 2
										\$21,346.76
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1175	18-Griffy Lake sandwich board signs, Griffy Lake wallet cards	Paid by EFT # 42413		08/24/2021	08/24/2021	09/03/2021		09/03/2021	203.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1238	18-August Kids Kraze	Paid by EFT # 42413		08/24/2021	08/24/2021	09/03/2021		09/03/2021	284.05
Account 53310 - Printing Totals										Invoice Transactions 2
										\$487.05
Account 53320 - Advertising										
5289 - Amateur Sports Promotion	73846	18-2021 Bloomington North Fall Sports Calendar	Paid by EFT # 42420		08/24/2021	08/24/2021	09/03/2021		09/03/2021	129.00
905 - Convention And Visitors Bureau Of Monroe County	4424	18-full page ad in 2022 Visitors Guide	Paid by EFT # 42458		08/24/2021	08/24/2021	09/03/2021		09/03/2021	3,000.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0003981534	18-July display ads	Paid by EFT # 42487		08/24/2021	08/24/2021	09/03/2021		09/03/2021	991.89
Account 53320 - Advertising Totals Invoice Transactions 3										\$4,120.89
Account 53910 - Dues and Subscriptions										
5911 - Volstar, INC (Cervis Technologies)	23323	18-Premier Edition Annual Renewal volunteer mgmt software	Paid by EFT # 42621		08/24/2021	08/24/2021	09/03/2021		09/03/2021	1,800.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1										\$1,800.00
Account 53990 - Other Services and Charges										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1176	18-FW 2021 program guide mailing and postage	Paid by EFT # 42413		08/24/2021	08/24/2021	09/03/2021		09/03/2021	1,198.40
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										\$1,198.40
Program 181100 - Marketing Totals Invoice Transactions 9										\$28,953.10
Program 182001 - Aquatics - Bryan Pool										
Account 52210 - Institutional Supplies										
7192 - Adolph Kiefer & Assoc, LLC (The Lifeguard Store)	INV001105387	18 - Pools 3 Updated Backboards, 30 Pocket Masks	Paid by EFT # 42416		08/24/2021	08/24/2021	09/03/2021		09/03/2021	945.00
Account 52210 - Institutional Supplies Totals Invoice Transactions 1										\$945.00
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	9681375	18 - Pool Operating Supply	Paid by EFT # 42512		08/24/2021	08/24/2021	09/03/2021		09/03/2021	225.21
177 - Indiana Oxygen Company, INC	9731870	18 - Pool Operating Supply	Paid by EFT # 42512		08/24/2021	08/24/2021	09/03/2021		09/03/2021	362.59
Account 52220 - Agricultural Supplies Totals Invoice Transactions 2										\$587.80
Account 52420 - Other Supplies										
5819 - Synchrony Bank	2174	18 - Pool facility cleaning supplies	Paid by Check # 74337		08/24/2021	08/24/2021	09/03/2021		09/03/2021	39.96
5819 - Synchrony Bank	2225	18 - Pool facility cleaning supplies	Paid by Check # 74337		08/24/2021	08/24/2021	09/03/2021		09/03/2021	16.96
Account 52420 - Other Supplies Totals Invoice Transactions 2										\$56.92
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	122921ES	06-City Fac.-Natural Gas Commodity-July 2021 management fee	Paid by EFT # 42398		08/18/2021	08/18/2021	08/18/2021		08/18/2021	148.30



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53540 - Natural Gas										
222 - Vectren	0250755166081121	18-Natural Gas July Bryan Pool	Paid by Check # 74294		08/18/2021	08/18/2021	08/18/2021		08/18/2021	57.20
									Account 53540 - Natural Gas Totals	Invoice Transactions 2
									Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 7
										<u>\$205.50</u>
										<u>\$1,795.22</u>
Program 182002 - Aquatics - Mills Pool										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	122921ES	06-City Fac.-Natural Gas Commodity-July 2021 management fee	Paid by EFT # 42398		08/18/2021	08/18/2021	08/18/2021		08/18/2021	232.44
									Account 53540 - Natural Gas Totals	Invoice Transactions 1
									Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 1
										<u>\$232.44</u>
Program 182500 - Frank Southern Center										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	122921ES	06-City Fac.-Natural Gas Commodity-July 2021 management fee	Paid by EFT # 42398		08/18/2021	08/18/2021	08/18/2021		08/18/2021	83.89
									Account 53540 - Natural Gas Totals	Invoice Transactions 2
									Program 182500 - Frank Southern Center Totals	Invoice Transactions 1
										<u>\$100.89</u>
222 - Vectren	0250573228081121	18-Natural Gas July FSC	Paid by Check # 74294		08/18/2021	08/18/2021	08/18/2021		08/18/2021	17.00
									Account 53610 - Building Repairs Totals	Invoice Transactions 1
									Program 182500 - Frank Southern Center Totals	Invoice Transactions 5
										<u>\$144.60</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	W67993	18 FSC Repaired leak outside of water heater room	Paid by EFT # 42496		08/24/2021	08/24/2021	09/03/2021		09/03/2021	599.99
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1
									Program 182500 - Frank Southern Center Totals	Invoice Transactions 5
										<u>\$599.99</u>
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190548452081321	18-Cable Service for FSC	Paid by Check # 74301		08/23/2021	08/23/2021	08/23/2021		08/23/2021	108.45
									Account 53950 - Landfill Totals	Invoice Transactions 1
									Program 182500 - Frank Southern Center Totals	Invoice Transactions 5
										<u>\$108.45</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002785427	18-Landfill August FSC	Paid by EFT # 42565		08/24/2021	08/24/2021	09/03/2021		09/03/2021	144.60
									Account 53950 - Landfill Totals	Invoice Transactions 1
									Program 182500 - Frank Southern Center Totals	Invoice Transactions 5
										<u>\$144.60</u>
Program 183500 - Golf Services										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	2,364.56
									Account 43260 - Equipment Rentals Totals	Invoice Transactions 1
										<u>\$2,364.56</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 43380 - Other Services										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	613.06
Account 43380 - Other Services Totals									Invoice Transactions 1	\$613.06
Account 47110 - Miscellaneous										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	16.95
Account 47110 - Miscellaneous Totals									Invoice Transactions 1	\$16.95
Account 52230 - Garage and Motor Supplies										
4046 - Heritage-Crystal Clean, INC	16942090	18 - Parts cleaner	Paid by EFT # 42498		08/24/2021	08/24/2021	09/03/2021		09/03/2021	194.30
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 1	\$194.30
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	122921ES	06-City Fac.-Natural Gas Commodity-July 2021 management fee	Paid by EFT # 42398		08/18/2021	08/18/2021	08/18/2021		08/18/2021	18.15
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$18.15
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002784773	18-Landfill September Charges Golf	Paid by EFT # 42565		08/24/2021	08/24/2021	09/03/2021		09/03/2021	281.25
Account 53950 - Landfill Totals									Invoice Transactions 1	\$281.25
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62048	18-State Police Background Checks for Seasonal New Hire	Paid by Check # 74335		08/24/2021	08/24/2021	09/03/2021		09/03/2021	7.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$7.00
Program 183500 - Golf Services Totals									Invoice Transactions 7	\$3,495.27
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
7811 - Performance Health Supply INC (Rolyan Buoy)	3684764	18-Replacement 9" Buoy for Griffy Lake	Paid by EFT # 42554		08/24/2021	08/24/2021	09/03/2021		09/03/2021	261.25
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$261.25
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	13640	18-Wapehani and Griffy Restroom Service	Paid by EFT # 42607		08/24/2021	08/24/2021	09/03/2021		09/03/2021	190.00
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$190.00
Program 184000 - Natural Resources Totals									Invoice Transactions 2	\$451.25



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
222 - Vectren	7953530485081121	18-Natural Gas July AJB	Paid by Check # 74294		08/18/2021	08/18/2021	08/18/2021		08/18/2021	38.17
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$38.17
Program 184500 - Youth Services -Juke Box Totals									Invoice Transactions 1	\$38.17
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
7796 - Adrian Crespo	1	18- 90 minute performance by Sofia Crespo at Peoples Park	Paid by EFT # 42460		08/24/2021	08/24/2021	09/03/2021		09/03/2021	100.00
6859 - John F Kogge	082421	18- 90 minute performance at Peoples Park Concert Series	Paid by EFT # 42526		08/24/2021	08/24/2021	09/03/2021		09/03/2021	100.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$200.00
Program 186500 - Community Events Totals									Invoice Transactions 2	\$200.00
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	483573	18- Community Garden Supplies	Paid by EFT # 42438		08/24/2021	08/24/2021	09/03/2021		09/03/2021	3.49
394 - Kleindorfer Hardware & Variety	681170	18-padlocks	Paid by EFT # 42524		08/24/2021	08/24/2021	09/03/2021		09/03/2021	48.98
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$52.47
Program 186502 - Community Events-Gardens Totals									Invoice Transactions 2	\$52.47
Program 187001 - Adult Sports-Softball										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694- 002785438	18-Landfill September TLSP	Paid by EFT # 42565		08/24/2021	08/24/2021	09/03/2021		09/03/2021	250.00
Account 53950 - Landfill Totals									Invoice Transactions 1	\$250.00
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 1	\$250.00
Program 187202 - Youth Sports-Winslow										
Account 43220 - Facility Rentals										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	146.54
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$146.54
Account 52310 - Building Materials and Supplies										
7762 - Advanced Sports Supply LLC	141-1	18 - Field Paint	Paid by EFT # 42417		08/24/2021	08/24/2021	09/03/2021		09/03/2021	450.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$450.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 52420 - Other Supplies										
7762 - Advanced Sports Supply LLC	141-1	18 - Field Paint	Paid by EFT # 42417		08/24/2021	08/24/2021	09/03/2021		09/03/2021	1,077.83
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$1,077.83</u>
Account 53650 - Other Repairs										
5415 - Allied Wholesale Electrical Supply, LLC	5663383	18 - PVS Bushings for Winslow Irr Repair	Paid by EFT # 42419		08/24/2021	08/24/2021	09/03/2021		09/03/2021	9.88
5415 - Allied Wholesale Electrical Supply, LLC	5661732	18 - Winslow PVS Couplings for Irr Repair	Paid by EFT # 42419		08/24/2021	08/24/2021	09/03/2021		09/03/2021	13.89
Account 53650 - Other Repairs Totals									Invoice Transactions 2	<u>\$23.77</u>
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 5	<u>\$1,698.14</u>
Program 187500 - Banneker										
Account 43220 - Facility Rentals										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	27.28
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	<u>\$27.28</u>
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	006126	18-BBCC-Summer Camp Materials	Paid by Check # 74337		08/24/2021	08/24/2021	09/03/2021		09/03/2021	106.32
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$106.32</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	122921ES	06-City Fac.-Natural Gas Commodity-July 2021 management fee	Paid by EFT # 42398		08/18/2021	08/18/2021	08/18/2021		08/18/2021	18.32
222 - Vectren	0350745006081121	18-Natural Gas July Banneker	Paid by Check # 74294		08/18/2021	08/18/2021	08/18/2021		08/18/2021	46.00
Account 53540 - Natural Gas Totals									Invoice Transactions 2	<u>\$64.32</u>
Account 53610 - Building Repairs										
5415 - Allied Wholesale Electrical Supply, LLC	5663131	18-BBCC-Elevator Replacement Light	Paid by EFT # 42419		08/24/2021	08/24/2021	09/03/2021		09/03/2021	200.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	<u>\$200.00</u>
Account 53990 - Other Services and Charges										
204 - State Of Indiana	62048	18-State Police Background Checks for Seasonal New Hire	Paid by Check # 74335		08/24/2021	08/24/2021	09/03/2021		09/03/2021	7.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$7.00</u>
Program 187500 - Banneker Totals									Invoice Transactions 6	<u>\$404.92</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM224582	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 42480		08/24/2021	08/24/2021	09/03/2021		09/03/2021	226.56
313 - Fastenal Company	INBLM224719	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 42480		08/24/2021	08/24/2021	09/03/2021		09/03/2021	39.39
313 - Fastenal Company	INBLM224621	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 42480		08/24/2021	08/24/2021	09/03/2021		09/03/2021	138.61
9269 - Ferguson Facilities Supply, HP Products #3400	0337041-2	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 42481		08/24/2021	08/24/2021	09/03/2021		09/03/2021	262.62
Account 52210 - Institutional Supplies Totals									Invoice Transactions 4	\$667.18
Account 52220 - Agricultural Supplies										
4574 - John Deere Financial (Rural King)	E53142/62	18-Seed & straw for turf recovery projects	Paid by Check # 74326		08/24/2021	08/24/2021	09/03/2021		09/03/2021	229.92
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$229.92
Account 52230 - Garage and Motor Supplies										
394 - Kleindorfer Hardware & Variety	686613	18-anit sieze	Paid by EFT # 42524		08/24/2021	08/24/2021	09/03/2021		09/03/2021	13.99
476 - Southern Indiana Parts, INC (Napa Auto Parts)	385629	18-muffler bandage	Paid by EFT # 42590		08/24/2021	08/24/2021	09/03/2021		09/03/2021	8.18
476 - Southern Indiana Parts, INC (Napa Auto Parts)	371311	18-Gunk engine degreaser	Paid by EFT # 42590		08/24/2021	08/24/2021	09/03/2021		09/03/2021	9.40
476 - Southern Indiana Parts, INC (Napa Auto Parts)	387315	18-Belt/AC	Paid by EFT # 42590		08/24/2021	08/24/2021	09/03/2021		09/03/2021	12.32
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 4	\$43.89
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	689957	18-tools for truck 808, saw blade for concrete saw	Paid by EFT # 42524		08/24/2021	08/24/2021	09/03/2021		09/03/2021	108.98
394 - Kleindorfer Hardware & Variety	681166	18-concrete	Paid by EFT # 42524		08/24/2021	08/24/2021	09/03/2021		09/03/2021	14.00
365 - Rogers Group, INC	0713008400	18-1/4 minus	Paid by EFT # 42571		08/24/2021	08/24/2021	09/03/2021		09/03/2021	34.00
365 - Rogers Group, INC	0713008401	18-1/4 minus for rail trail	Paid by EFT # 42571		08/24/2021	08/24/2021	09/03/2021		09/03/2021	219.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 4	\$375.98
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5664795	18-PVC Plumbing	Paid by EFT # 42419		08/24/2021	08/24/2021	09/03/2021		09/03/2021	23.87



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	483686	18-materials for Building Trades	Paid by EFT # 42438		08/24/2021	08/24/2021	09/03/2021		09/03/2021	64.83
394 - Kleindorfer Hardware & Variety	682409	18-power strip	Paid by EFT # 42524		08/24/2021	08/24/2021	09/03/2021		09/03/2021	22.99
786 - Richard's Small Engine, INC	441493	18-supplies to rebuild front wheels on a Hustler at Bryan Park	Paid by EFT # 42568		08/24/2021	08/24/2021	09/03/2021		09/03/2021	77.02
4458 - SiteOne Landscape Supply Holding, LLC	111904637-001	18-(10) solenoids & (10) swing joints for irrigation systems	Paid by EFT # 42588		08/24/2021	08/24/2021	09/03/2021		09/03/2021	195.87
Account 52340 - Other Repairs and Maintenance Totals										\$384.58
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	1548 Credit	18-CREDIT (purchase made w/ tax charged)	Paid by Check # 74326		08/24/2021	08/24/2021	09/03/2021		09/03/2021	(213.99)
4574 - John Deere Financial (Rural King)	1548 Charge	18-Dump cart (purchase made w/ tax charged)	Paid by Check # 74326		08/24/2021	08/24/2021	09/03/2021		09/03/2021	213.99
313 - Fastenal Company	INBLM224582	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 42480		08/24/2021	08/24/2021	09/03/2021		09/03/2021	138.03
313 - Fastenal Company	INBLM224719	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 42480		08/24/2021	08/24/2021	09/03/2021		09/03/2021	37.41
313 - Fastenal Company	INBLM224621	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 42480		08/24/2021	08/24/2021	09/03/2021		09/03/2021	61.45
9269 - Ferguson Facilities Supply, HP Products #3400	0337041-1	18-(6) Pick-up tools	Paid by EFT # 42481		08/24/2021	08/24/2021	09/03/2021		09/03/2021	99.00
394 - Kleindorfer Hardware & Variety	681622	18-utility knife	Paid by EFT # 42524		08/24/2021	08/24/2021	09/03/2021		09/03/2021	14.97
394 - Kleindorfer Hardware & Variety	690175	18-cabinet door lock	Paid by EFT # 42524		08/24/2021	08/24/2021	09/03/2021		09/03/2021	10.98
394 - Kleindorfer Hardware & Variety	686673	18-picture wire, eyelets	Paid by EFT # 42524		08/24/2021	08/24/2021	09/03/2021		09/03/2021	3.17
394 - Kleindorfer Hardware & Variety	689887	18-zip ties, staples, garden stakes	Paid by EFT # 42524		08/24/2021	08/24/2021	09/03/2021		09/03/2021	74.26
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-53424	18-(3) signs: JCT Trail & magnetic signs for SYMB	Paid by EFT # 42569		08/24/2021	08/24/2021	09/03/2021		09/03/2021	114.20
476 - Southern Indiana Parts, INC (Napa Auto Parts)	388256	18-battery for Hustler	Paid by EFT # 42590		08/24/2021	08/24/2021	09/03/2021		09/03/2021	125.42



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
7843 - ZW USA INC (Dog Waste Depot)	428900	(20) cs dog waste bags (40,000 bags)	Paid by EFT # 42634		08/24/2021	08/24/2021	09/03/2021		09/03/2021	599.80
Account 52420 - Other Supplies Totals Invoice Transactions 13										<u>\$1,278.69</u>
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	34364	18- IPRA Conference Fees for McDevitt and Street	Paid by Check # 74322		08/24/2021	08/24/2021	09/03/2021		09/03/2021	325.00
Account 53160 - Instruction Totals Invoice Transactions 1										<u>\$325.00</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	122921ES	06-City Fac.-Natural Gas Commodity-July 2021 management fee	Paid by EFT # 42398		08/18/2021	08/18/2021	08/18/2021		08/18/2021	59.83
222 - Vectren	0255189474081121	18-Natural Gas July SYP Maint	Paid by Check # 74294		08/18/2021	08/18/2021	08/18/2021		08/18/2021	50.82
Account 53540 - Natural Gas Totals Invoice Transactions 2										<u>\$110.65</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	1824981026	18-Uniform & mat cleaning services	Paid by EFT # 42427		08/24/2021	08/24/2021	09/03/2021		09/03/2021	16.70
4175 - The Stables Events, LLC (Izzy's Rentals)	13639	18-Pumping & of (9) port-a-lets	Paid by EFT # 42607		08/24/2021	08/24/2021	09/03/2021		09/03/2021	1,240.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 2										<u>\$1,256.70</u>
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2024	18-Security services for month of August	Paid by EFT # 42534		08/24/2021	08/24/2021	09/03/2021		09/03/2021	8,850.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>\$8,850.00</u>
Program 189000 - Operations Totals Invoice Transactions 37										<u>\$13,522.59</u>
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	29198	18 SYP 24 gallons Sodium Hypochlorite for Spray Pad	Paid by EFT # 42426		08/24/2021	08/24/2021	09/03/2021		09/03/2021	143.76
394 - Kleindorfer Hardware & Variety	681688	18 SYP misc hardware	Paid by EFT # 42524		08/24/2021	08/24/2021	09/03/2021		09/03/2021	12.46
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>\$156.22</u>
Account 53540 - Natural Gas										
222 - Vectren	0256043968081121	18-Natural Gas July SYP Pav	Paid by Check # 74294		08/18/2021	08/18/2021	08/18/2021		08/18/2021	30.07
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>\$30.07</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3032084	18 SYP Vestibule Rug Service	Paid by EFT # 42557		08/24/2021	08/24/2021	09/03/2021		09/03/2021	114.33
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	1	\$114.33
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	2014	18 SYP Marshall MSI Security – August (CARES)	Paid by EFT # 42534		08/24/2021	08/24/2021	09/03/2021		09/03/2021	8,184.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$8,184.00
Program 189006 - Switchyard Property Totals								Invoice Transactions	5	\$8,484.62
Program 189500 - Landscaping										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	689822	18-JB Weld	Paid by EFT # 42524		08/24/2021	08/24/2021	09/03/2021		09/03/2021	5.19
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-53412	18- LAND pesticide application signs (25-24"x18" & 25- 6"x8")	Paid by EFT # 42569		08/24/2021	08/24/2021	09/03/2021		09/03/2021	435.51
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$440.70
Account 53990 - Other Services and Charges										
121 - Eco Logic, LLC	4815	18- LAND Invasive Plant Mgmt at Griffy Lake NP & Miller-Showers	Paid by EFT # 42473		08/24/2021	08/24/2021	09/03/2021		09/03/2021	6,249.97
121 - Eco Logic, LLC	4819	18 - LAND Invasive Management at SYP (19.17 acres)	Paid by EFT # 42473		08/24/2021	08/24/2021	09/03/2021		09/03/2021	7,644.00
121 - Eco Logic, LLC	4816	18- LAND Invasive Management at PRE (2.14 acres)	Paid by EFT # 42473		08/24/2021	08/24/2021	09/03/2021		09/03/2021	855.01
Account 53990 - Other Services and Charges Totals								Invoice Transactions	3	\$14,748.98
Program 189500 - Landscaping Totals								Invoice Transactions	5	\$15,189.68
Program 189501 - Cemeteries										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	122921ES	06-City Fac.-Natural Gas Commodity-July 2021 management fee	Paid by EFT # 42398		08/18/2021	08/18/2021	08/18/2021		08/18/2021	1.03
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$1.03
Program 189501 - Cemeteries Totals								Invoice Transactions	1	\$1.03



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53140 - Exterminator Services										
5839 - Young Environmental Solutions, INC (Pest Pros)	653613	18 - UF - Hornet Nest Removal (715 W 13th)	Paid by EFT # 42630		08/24/2021	08/24/2021	09/03/2021		09/03/2021	250.00
Account 53140 - Exterminator Services Totals									Invoice Transactions 1	\$250.00
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	8610	18 - UF - Tree Pruning (810 N Woodlawn)	Paid by EFT # 42443		08/24/2021	08/24/2021	09/03/2021		09/03/2021	1,560.00
3735 - Bluestone, LLC	8532	18 - UF - Limb Removal (1101 S Fess)	Paid by EFT # 42443		08/24/2021	08/24/2021	09/03/2021		09/03/2021	1,250.00
5424 - Davey Resource Group (Davey Tree Expert)	121295	18 - UF - Contracted Small Tree Pruning	Paid by EFT # 42467		08/24/2021	08/24/2021	09/03/2021		09/03/2021	8,557.40
5424 - Davey Resource Group (Davey Tree Expert)	118357	18 - UF - Contracted Small Tree Pruning	Paid by EFT # 42467		08/24/2021	08/24/2021	09/03/2021		09/03/2021	525.00
29 - The F.A. Bartlett Tree Expert Company	39745732-0	18 - UF - EAB Treatment 2021	Paid by EFT # 42605		08/24/2021	08/24/2021	09/03/2021		09/03/2021	9,310.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 5	\$21,202.40
Program 189503 - Urban Forestry Totals									Invoice Transactions 6	\$21,452.40
Department 18 - Parks & Recreation Totals									Invoice Transactions 106	\$99,839.48
Fund 200 - Parks and Recreation Gen (S1301) Totals									Invoice Transactions 106	\$99,839.48
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7769 - Angela Geiger	081821	18 - Switchyard Park fitness instructor pay	Paid by EFT # 42488		08/24/2021	08/24/2021	09/03/2021		09/03/2021	62.50
6110 - Darrelyn Valdez	072721	18- SPY Fitness Instructor Pay	Paid by EFT # 42618		08/24/2021	08/24/2021	09/03/2021		09/03/2021	131.25
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 2	\$193.75
Program 181001 - Health & Wellness Totals									Invoice Transactions 2	\$193.75
Program 182001 - Aquatics - Bryan Pool										
Account 43220 - Facility Rentals										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	133.54
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$133.54
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 1	\$133.54
Program 182006 - Aquatics - Pool Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	802.55
Account 43290 - Concessions Totals									Invoice Transactions 1	\$802.55



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182006 - Aquatics - Pool Concessions										
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	July 21Sales	18-July 2021 Sales Tax	Paid by EFT #		08/18/2021	08/18/2021	08/18/2021		08/18/2021	388.77
	Tax		42396							
204 - State Of Indiana	July 21FB Tax	18-Sales Tax July 2021	Paid by EFT #		08/18/2021	08/18/2021	08/18/2021		08/18/2021	55.53
			42397							
Account 43295 - Concessions FB Tax Totals									Invoice Transactions 2	\$444.30
Account 52330 - Street , Alley, and Sewer Material										
5969 - Coca Cola Bottling CO. Consolidated	2056207605	18 - Bryan Pool	Paid by EFT #		08/24/2021	08/24/2021	09/03/2021		09/03/2021	622.43
		Concessions Drinks	42457							
5819 - Synchrony Bank	7389	18 - Bryan Pool	Paid by Check		08/24/2021	08/24/2021	09/03/2021		09/03/2021	52.54
		Concessions Supplies	# 74337							
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 2	\$674.97
Account 53630 - Machinery and Equipment Repairs										
138 - Gooldy & Sons, INC	H 2915	18 - BP Pool Ice Maker	Paid by EFT #		08/24/2021	08/24/2021	09/03/2021		09/03/2021	130.00
		Repair	42492							
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 1	\$130.00
Program 182006 - Aquatics - Pool Concessions Totals									Invoice Transactions 6	\$2,051.82
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	July 21Sales	18-July 2021 Sales Tax	Paid by EFT #		08/18/2021	08/18/2021	08/18/2021		08/18/2021	19.48
	Tax		42396							
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$19.48
Account 43290 - Concessions										
204 - State Of Indiana	July 21Sales	18-July 2021 Sales Tax	Paid by EFT #		08/18/2021	08/18/2021	08/18/2021		08/18/2021	639.25
	Tax		42396							
Account 43290 - Concessions Totals									Invoice Transactions 1	\$639.25
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	July 21Sales	18-July 2021 Sales Tax	Paid by EFT #		08/18/2021	08/18/2021	08/18/2021		08/18/2021	112.37
	Tax		42396							
204 - State Of Indiana	July 21FB Tax	18-Sales Tax July 2021	Paid by EFT #		08/18/2021	08/18/2021	08/18/2021		08/18/2021	16.05
			42397							
Account 43295 - Concessions FB Tax Totals									Invoice Transactions 2	\$128.42
Account 52330 - Street , Alley, and Sewer Material										
38 - B & B Food Distributors, INC	280507	18 - Cascades Hotdogs	Paid by EFT #		08/24/2021	08/24/2021	09/03/2021		09/03/2021	495.09
		/ Misc Concessions	42430							
205 - City Of Bloomington	322328	18 - Best Beers	Paid by Check		08/24/2021	08/24/2021	09/03/2021		09/03/2021	98.40
			# 74306							
205 - City Of Bloomington	322492	18 - Best Beers	Paid by Check		08/24/2021	08/24/2021	09/03/2021		09/03/2021	1,002.65
			# 74308							
205 - City Of Bloomington	100161	18 - Monarch	Paid by Check		08/24/2021	08/24/2021	09/03/2021		09/03/2021	875.20
			# 74308							



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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										
5969 - Coca Cola Bottling CO. Consolidated	2057202143	18- Cascades Bottles and BIBs	Paid by EFT # 42457		08/24/2021	08/24/2021	09/03/2021		09/03/2021	360.95
5819 - Synchrony Bank	6628	18 - Snack Bar items	Paid by Check # 74337		08/24/2021	08/24/2021	09/03/2021		09/03/2021	11.92
5819 - Synchrony Bank	6553	18 - Snack Bar items	Paid by Check # 74337		08/24/2021	08/24/2021	09/03/2021		09/03/2021	8.94
5819 - Synchrony Bank	9438	18 - Snack Bar items	Paid by Check # 74337		08/24/2021	08/24/2021	09/03/2021		09/03/2021	87.76
5819 - Synchrony Bank	0729 062321	18 - Snack Bar items	Paid by Check # 74337		08/24/2021	08/24/2021	09/03/2021		09/03/2021	8.94
5819 - Synchrony Bank	7699	18 - Snack Bar items	Paid by Check # 74337		08/24/2021	08/24/2021	09/03/2021		09/03/2021	36.90
Account 52330 - Street, Alley, and Sewer Material Totals								Invoice Transactions	10	\$2,986.75
Account 52420 - Other Supplies										
5819 - Synchrony Bank	0730 082321	18-trash bags	Paid by Check # 74337		08/24/2021	08/24/2021	09/03/2021		09/03/2021	80.32
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$80.32
Program 183500 - Golf Services Totals								Invoice Transactions	15	\$3,854.22
Program 183501 - Golf Course - Pro Shop										
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	801.76
Account 43340 - Pro Shop Sales Totals								Invoice Transactions	1	\$801.76
Account 52330 - Street, Alley, and Sewer Material										
4072 - Acushnet Company	911646346	18-Pro Shop Supplies	Paid by Check # 74304		08/24/2021	08/24/2021	09/03/2021		09/03/2021	822.95
4072 - Acushnet Company	911646833	18-Pro Shop Supplies	Paid by Check # 74304		08/24/2021	08/24/2021	09/03/2021		09/03/2021	532.44
4072 - Acushnet Company	911699950	18-Pro Shop Supplies	Paid by Check # 74304		08/24/2021	08/24/2021	09/03/2021		09/03/2021	1,256.44
53619 - Ping, INC	15905736	18 - Credit Memo	Paid by EFT # 42556		08/24/2021	08/24/2021	09/03/2021		09/03/2021	(177.15)
53619 - Ping, INC	15931397	18-Pro Shop Supplies	Paid by EFT # 42556		08/24/2021	08/24/2021	09/03/2021		09/03/2021	661.08
53619 - Ping, INC	15937555	18-Pro Shop Supplies	Paid by EFT # 42556		08/24/2021	08/24/2021	09/03/2021		09/03/2021	769.84
Account 52330 - Street, Alley, and Sewer Material Totals								Invoice Transactions	6	\$3,865.60
Program 183501 - Golf Course - Pro Shop Totals								Invoice Transactions	7	\$4,667.36



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	711.00
									Invoice Transactions 1	<u>\$711.00</u>
									Invoice Transactions 1	<u>\$711.00</u>
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	122921ES	06-City Fac.-Natural Gas Commodity-July 2021 management fee	Paid by EFT # 42398		08/18/2021	08/18/2021	08/18/2021		08/18/2021	6.56
									Invoice Transactions 1	<u>\$6.56</u>
									Invoice Transactions 1	<u>\$6.56</u>
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	3049 082321	18-Kid City Summer Camp Activity, Cleaning and Art Supplies	Paid by Check # 74337		08/24/2021	08/24/2021	09/03/2021		09/03/2021	167.58
									Invoice Transactions 1	<u>\$167.58</u>
									Invoice Transactions 1	<u>\$167.58</u>
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	357.51
									Invoice Transactions 1	<u>\$357.51</u>
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	6256	18 - TLRC Facility Institutional Supplies	Paid by Check # 74337		08/24/2021	08/24/2021	09/03/2021		09/03/2021	145.74
									Invoice Transactions 1	<u>\$145.74</u>
Account 52310 - Building Materials and Supplies										
294 - All-Phase Electric Supply, INC	0740-1004341	18-flat panel	Paid by EFT # 42418		08/24/2021	08/24/2021	09/03/2021		09/03/2021	140.00
									Invoice Transactions 1	<u>\$140.00</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	122921ES	06-City Fac.-Natural Gas Commodity-July 2021 management fee	Paid by EFT # 42398		08/18/2021	08/18/2021	08/18/2021		08/18/2021	67.37
									Invoice Transactions 1	<u>\$67.37</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3033662	18 - TLRC Entry Mat Service	Paid by EFT # 42557		08/24/2021	08/24/2021	09/03/2021		09/03/2021	81.62
									Invoice Transactions 1	<u>\$81.62</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X210822	18-Satellite Service for TLRC	Paid by Check # 74310		08/24/2021	08/24/2021	09/03/2021		09/03/2021	228.98
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$228.98
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002785893	18-Landfill September TLRC	Paid by EFT # 42565		08/24/2021	08/24/2021	09/03/2021		09/03/2021	278.28
Account 53950 - Landfill Totals								Invoice Transactions	1	\$278.28
Program 185000 - Twin Lakes Recreation Center Totals								Invoice Transactions	7	\$1,299.50
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7794 - Molly R Adkins	081121	18-TLRC Fitness Specialist	Paid by EFT # 42415		08/24/2021	08/24/2021	09/03/2021		09/03/2021	62.50
6161 - Morgan Ashley Banks	081221	18-TLRC Fitness Specialist	Paid by EFT # 42431		08/24/2021	08/24/2021	09/03/2021		09/03/2021	125.00
7276 - Kaitlyn Clementi	081721	18-TLRC Fitness Specialist	Paid by EFT # 42456		08/24/2021	08/24/2021	09/03/2021		09/03/2021	45.00
7086 - Rivkah L Moore	082021	18-TLRC Fitness Specialist	Paid by EFT # 42541		08/24/2021	08/24/2021	09/03/2021		09/03/2021	250.00
5007 - Emeline P O'Connor	081921	18- TLRC Group exercise Instructor Pay	Paid by EFT # 42550		08/24/2021	08/24/2021	09/03/2021		09/03/2021	187.50
1973 - Megan M Stark	082121	18-TLRC Fitness Specialist	Paid by EFT # 42593		08/24/2021	08/24/2021	09/03/2021		09/03/2021	675.00
7440 - William Tuttle	082021	18-TLRC Fitness Specialist	Paid by EFT # 42615		08/24/2021	08/24/2021	09/03/2021		09/03/2021	300.00
7440 - William Tuttle	081221	18-TLRC Fitness Specialist	Paid by EFT # 42615		08/24/2021	08/24/2021	09/03/2021		09/03/2021	137.50
7852 - Tzu-Ting Wang	080321	18-TLRC Fitness Specialist	Paid by EFT # 42623		08/24/2021	08/24/2021	09/03/2021		09/03/2021	31.25
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	9	\$1,813.75
Program 185002 - TLRC-Health & Wellness Totals								Invoice Transactions	9	\$1,813.75
Program 185006 - TLRC-Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	56.96
Account 43290 - Concessions Totals								Invoice Transactions	1	\$56.96
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	2.06



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	July 21	Sales Tax July 2021	Paid by EFT # 42397		08/18/2021	08/18/2021	08/18/2021		08/18/2021	.30
Account 43295 - Concessions FB Tax Totals										Invoice Transactions 2
										\$2.36
Account 43300 - Vending										
204 - State Of Indiana	July 21	Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	5.45
Account 43300 - Vending Totals										Invoice Transactions 1
										\$5.45
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	6257	18 - TLRC Concession Item Purchase	Paid by Check # 74337		08/24/2021	08/24/2021	09/03/2021		09/03/2021	82.32
Account 52330 - Street , Alley, and Sewer Material Totals										Invoice Transactions 1
										\$82.32
Program 185006 - TLRC-Concessions Totals										Invoice Transactions 5
										\$147.09
Program 186500 - Community Events										
Account 43270 - Registration Fees										
Hannah Baute	2021-00001103	18-Refunds	Paid by Check # 74343		08/24/2021	08/24/2021	09/03/2021		09/03/2021	25.00
Deb Burdette	2021-00001131	18-Refunds	Paid by Check # 74345		08/24/2021	08/24/2021	09/03/2021		09/03/2021	60.00
Jeanette Emery	2021-00001132	18-Refunds	Paid by Check # 74347		08/24/2021	08/24/2021	09/03/2021		09/03/2021	20.00
Suzanne Faulk	2021-00001129	18-Refunds	Paid by Check # 74348		08/24/2021	08/24/2021	09/03/2021		09/03/2021	40.00
Leann McKissack	2021-00001072	18-Refunds	Paid by Check # 74352		08/24/2021	08/24/2021	09/03/2021		09/03/2021	260.00
Jyoti Mehta	2021-00001116	18-Refunds	Paid by Check # 74353		08/24/2021	08/24/2021	09/03/2021		09/03/2021	100.00
James Quinn	2021-00001130	18-Refunds	Paid by Check # 74354		08/24/2021	08/24/2021	09/03/2021		09/03/2021	20.00
Account 43270 - Registration Fees Totals										Invoice Transactions 7
										\$525.00
Account 52420 - Other Supplies										
798 - Winters Associates Promotional Products, INC	113796	18 - T- shirts for Drool in the Pool event	Paid by EFT # 42627		08/24/2021	08/24/2021	09/03/2021		09/03/2021	187.69
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$187.69
Account 53160 - Instruction										
53273 - National Recreation & Park Association (NRPA)	K34W224T	18- Member Virtual All Access Pass to NRPA Conference	Paid by EFT # 42542		08/24/2021	08/24/2021	09/03/2021		09/03/2021	345.00
Account 53160 - Instruction Totals										Invoice Transactions 1
										\$345.00
Program 186500 - Community Events Totals										Invoice Transactions 9
										\$1,057.69



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
7125 - Luke Rhodes (White River Ag)	20379	18-Cover crop seed - speedy mix	Paid by EFT # 42567		08/24/2021	08/24/2021	09/03/2021		09/03/2021	25.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$25.00
Program 186502 - Community Events-Gardens Totals								Invoice Transactions	1	\$25.00
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
7832 - James Farmer (Twin Spring Farmstead)	2523	Market Bucks and Gift Certificates	Paid by EFT # 42479		08/24/2021	08/24/2021	09/03/2021		09/03/2021	15.00
6431 - Alvin M Fisher	2520	Market Bucks and Gift Certificates	Paid by EFT # 42483		08/24/2021	08/24/2021	09/03/2021		09/03/2021	10.00
18520 - Kevin L Graber	2519	Market Bucks and Gift Certificates	Paid by EFT # 42493		08/24/2021	08/24/2021	09/03/2021		09/03/2021	25.00
12527 - Hoosier Honey	2513	Market Bucks and Gift Certificates	Paid by EFT # 42505		08/24/2021	08/24/2021	09/03/2021		09/03/2021	5.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	2512	Market Bucks and Gift Certificates	Paid by EFT # 42519		08/24/2021	08/24/2021	09/03/2021		09/03/2021	10.00
5200 - Chester L Lehman (Olde Lane Orchard)	2517	Market Bucks and Gift Certificates	Paid by EFT # 42529		08/24/2021	08/24/2021	09/03/2021		09/03/2021	105.00
5200 - Chester L Lehman (Olde Lane Orchard)	2534	Market Bucks and Gift Certificates	Paid by EFT # 42529		08/24/2021	08/24/2021	09/03/2021		09/03/2021	5.00
5200 - Chester L Lehman (Olde Lane Orchard)	2535	Gift Certificates	Paid by EFT # 42529		08/24/2021	08/24/2021	09/03/2021		09/03/2021	25.00
14571 - Melvin E Reeves	2515	Market Bucks and Gift Certificates	Paid by EFT # 42564		08/24/2021	08/24/2021	09/03/2021		09/03/2021	5.00
14571 - Melvin E Reeves	2527	Market Bucks and Gift Certificates	Paid by EFT # 42564		08/24/2021	08/24/2021	09/03/2021		09/03/2021	20.00
Account 47230 - Gift Certificate Totals								Invoice Transactions	10	\$225.00
Account 47240 - EBT Market Bucks										
3960 - Cortland V Carrington (Farmers Market Only)	2531	Market Bucks	Paid by EFT # 42445		08/24/2021	08/24/2021	09/03/2021		09/03/2021	33.00
7832 - James Farmer (Twin Spring Farmstead)	2523	Market Bucks and Gift Certificates	Paid by EFT # 42479		08/24/2021	08/24/2021	09/03/2021		09/03/2021	30.00
6431 - Alvin M Fisher	2520	Market Bucks and Gift Certificates	Paid by EFT # 42483		08/24/2021	08/24/2021	09/03/2021		09/03/2021	138.00
18520 - Kevin L Graber	2519	Market Bucks and Gift Certificates	Paid by EFT # 42493		08/24/2021	08/24/2021	09/03/2021		09/03/2021	297.00
18520 - Kevin L Graber	2526	Market Bucks	Paid by EFT # 42493		08/24/2021	08/24/2021	09/03/2021		09/03/2021	213.00
12527 - Hoosier Honey	2513	Market Bucks and Gift Certificates	Paid by EFT # 42505		08/24/2021	08/24/2021	09/03/2021		09/03/2021	291.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	2512	Market Bucks and Gift Certificates	Paid by EFT # 42519		08/24/2021	08/24/2021	09/03/2021		09/03/2021	114.00



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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										
5200 - Chester L Lehman (Olde Lane Orchard)	2517	Market Bucks and Gift Certificates	Paid by EFT # 42529		08/24/2021	08/24/2021	09/03/2021		09/03/2021	408.00
5200 - Chester L Lehman (Olde Lane Orchard)	2534	Market Bucks and Gift Certificates	Paid by EFT # 42529		08/24/2021	08/24/2021	09/03/2021		09/03/2021	165.00
12413 - Dale L Marchino	2533	Market Bucks	Paid by Check # 74328		08/24/2021	08/24/2021	09/03/2021		09/03/2021	276.00
7337 - David Ray (Stonewall Maple Syrup)	2522	Market Bucks	Paid by EFT # 42563		08/24/2021	08/24/2021	09/03/2021		09/03/2021	15.00
7337 - David Ray (Stonewall Maple Syrup)	2518	Market Bucks	Paid by EFT # 42563		08/24/2021	08/24/2021	09/03/2021		09/03/2021	12.00
14571 - Melvin E Reeves	2515	Market Bucks and Gift Certificates	Paid by EFT # 42564		08/24/2021	08/24/2021	09/03/2021		09/03/2021	66.00
14571 - Melvin E Reeves	2527	Market Bucks and Gift Certificates	Paid by EFT # 42564		08/24/2021	08/24/2021	09/03/2021		09/03/2021	51.00
12430 - Luke Rhodes	2521	Market Bucks	Paid by EFT # 42566		08/24/2021	08/24/2021	09/03/2021		09/03/2021	102.00
12430 - Luke Rhodes	2530	Market Bucks	Paid by EFT # 42566		08/24/2021	08/24/2021	09/03/2021		09/03/2021	132.00
12422 - Kip Schlegel	2532	Market Bucks	Paid by EFT # 42577		08/24/2021	08/24/2021	09/03/2021		09/03/2021	54.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2516	Market Bucks	Paid by EFT # 42582		08/24/2021	08/24/2021	09/03/2021		09/03/2021	108.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2514	Market Bucks	Paid by EFT # 42586		08/24/2021	08/24/2021	09/03/2021		09/03/2021	36.00
5673 - Stephen Stoll	2529	Market Bucks	Paid by EFT # 42595		08/24/2021	08/24/2021	09/03/2021		09/03/2021	303.00
7197 - The Goat Conspiracy	2525	Market Bucks	Paid by EFT # 42606		08/24/2021	08/24/2021	09/03/2021		09/03/2021	147.00
6623 - Twilight Dairy, LLC	2524	Market Bucks	Paid by EFT # 42616		08/24/2021	08/24/2021	09/03/2021		09/03/2021	288.00
12425 - David W Widner	2528	Market Bucks	Paid by Check # 74342		08/24/2021	08/24/2021	09/03/2021		09/03/2021	42.00
Account 47240 - EBT Market Bucks Totals									Invoice Transactions 23	\$3,321.00
Account 52420 - Other Supplies										
8002 - Safeguard Business Systems, INC	034657084	18-Blank Marked Bucks/Blue Linen 3 to page	Paid by EFT # 42576		08/24/2021	08/24/2021	09/03/2021		09/03/2021	761.83
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$761.83
Program 186503 - Community Events-Farmers' Market Totals									Invoice Transactions 34	\$4,307.83



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186506 - Performing Art Series										
Account 52420 - Other Supplies										
337 - Stansifer Radio Co, INC	36982	18- Aux Cable for Bigfoot Sound System	Paid by EFT # 42592		08/24/2021	08/24/2021	09/03/2021		09/03/2021	5.18
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>\$5.18</u>
Account 53990 - Other Services and Charges										
7320 - Roscoe Baugh	08/8/21	18- 75 Minute Performance at Bryan Park for Performing Arts	Paid by EFT # 42434		08/24/2021	08/24/2021	09/03/2021		09/03/2021	350.00
7506 - David Davila Gonzalez	1	18- 75 Minute Performance at Bryan Park for Performing Arts	Paid by EFT # 42489		08/24/2021	08/24/2021	09/03/2021		09/03/2021	700.00
6179 - Kenneth Brooks Grooms (O2R Blues Band)	100 07/07/2021	18- 75 Minute Performance at Bryan Park for Performing Arts	Paid by EFT # 42495		08/24/2021	08/24/2021	09/03/2021		09/03/2021	500.00
4971 - Monika Herzig	8-22-2021	18- 75 minute performance for the Performing Arts Series	Paid by EFT # 42499		08/24/2021	08/24/2021	09/03/2021		09/03/2021	550.00
683 - In The Dark Enterprises, INC (The Ryder)	1812PK Aug 23 21	18- Movie Licenses for Movies in the Parks Series- four films	Paid by EFT # 42509		08/24/2021	08/24/2021	09/03/2021		09/03/2021	780.00
7845 - Jessie Phelps (Moxxie LLC)	101	18- 75 Minute Performance at Bryan Park for Performing Arts	Paid by EFT # 42555		08/24/2021	08/24/2021	09/03/2021		09/03/2021	450.00
7021 - Jeffrey Ryan Shew (Bird-Dog Vintage & Vinyl)	2	18- 75 Minute Performance at Bryan Park for Performing Arts	Paid by EFT # 42583		08/24/2021	08/24/2021	09/03/2021		09/03/2021	400.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 7										<u>\$3,730.00</u>
Program 186506 - Performing Art Series Totals Invoice Transactions 8										<u>\$3,735.18</u>
Program 187001 - Adult Sports-Softball										
Account 43220 - Facility Rentals										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	35.33
Account 43220 - Facility Rentals Totals Invoice Transactions 1										<u>\$35.33</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 52420 - Other Supplies										
11693 - The Award Center, INC	60522	18- TLSP Spring 2021 Adult Softball Trophies/Plaques Awards	Paid by EFT # 42602		08/24/2021	08/24/2021	09/03/2021		09/03/2021	350.00
798 - Winters Associates Promotional Products, INC	113824	18- TLSP Spring 2021 Adult Softball T-Shirt Awards	Paid by EFT # 42627		08/24/2021	08/24/2021	09/03/2021		09/03/2021	359.29
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$709.29</u>
Account 53940 - Temporary Contractual Employee										
20105 - Brandon B Chambers	081221	18-TLSP Umpire	Paid by EFT # 42450		08/24/2021	08/24/2021	09/03/2021		09/03/2021	100.00
7147 - Keith E Crittenden	081221	18-TLSP Umpire	Paid by EFT # 42462		08/24/2021	08/24/2021	09/03/2021		09/03/2021	240.00
17565 - Michael B Hicks (Contractual)	081221	18-TLSP Umpire	Paid by EFT # 42501		08/24/2021	08/24/2021	09/03/2021		09/03/2021	280.00
7758 - Timothy R Louis	081221	18-TLSP Umpire	Paid by EFT # 42532		08/24/2021	08/24/2021	09/03/2021		09/03/2021	380.00
6526 - Craig T Sparks	081121	18-TLSP Umpire	Paid by EFT # 42591		08/24/2021	08/24/2021	09/03/2021		09/03/2021	488.00
4939 - Charles W Stone	081121	18-TLSP Umpire	Paid by EFT # 42596		08/24/2021	08/24/2021	09/03/2021		09/03/2021	160.00
6470 - Adriann Nicole Wilson	081021	18-TLSP Umpire	Paid by EFT # 42626		08/24/2021	08/24/2021	09/03/2021		09/03/2021	180.00
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 7	<u>\$1,828.00</u>
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 10	<u>\$2,572.62</u>
Program 187202 - Youth Sports-Winslow										
Account 43290 - Concessions										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	243.54
Account 43290 - Concessions Totals									Invoice Transactions 1	<u>\$243.54</u>
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 1	<u>\$243.54</u>
Program 187503 - Banneker-Classes										
Account 53990 - Other Services and Charges										
7830 - Erykah Gooch	072121	18-BBCC-Summer Yoga	Paid by EFT # 42490		08/24/2021	08/24/2021	09/03/2021		09/03/2021	430.08
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$430.08</u>
Program 187503 - Banneker-Classes Totals									Invoice Transactions 1	<u>\$430.08</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 43220 - Facility Rentals										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	391.48
Account 43220 - Facility Rentals Totals										Invoice Transactions 1
										\$391.48
Account 53610 - Building Repairs										
3476 - The Bloomington Project School	2021-08-23	18- Building Repair Reimbursement	Paid by EFT # 42603		08/24/2021	08/24/2021	09/03/2021		09/03/2021	9,612.21
Account 53610 - Building Repairs Totals										Invoice Transactions 1
										\$9,612.21
Program 189000 - Operations Totals										Invoice Transactions 2
										\$10,003.69
Program 189003 - Operations-Open Shelters										
Account 43220 - Facility Rentals										
Charles Robin Humphrey	2021-00001063	18-Refunds	Paid by Check # 74350		08/24/2021	08/24/2021	09/03/2021		09/03/2021	56.00
Account 43220 - Facility Rentals Totals										Invoice Transactions 1
										\$56.00
Program 189003 - Operations-Open Shelters Totals										Invoice Transactions 1
										\$56.00
Program 189006 - Switchyard Property										
Account 43220 - Facility Rentals										
204 - State Of Indiana	July 21Sales Tax	18-July 2021 Sales Tax	Paid by EFT # 42396		08/18/2021	08/18/2021	08/18/2021		08/18/2021	171.43
Account 43220 - Facility Rentals Totals										Invoice Transactions 1
										\$171.43
Account 52420 - Other Supplies										
51857 - Flex-Pac, INC	I304847	18 SYP Institutional Supplies	Paid by Check # 74319		08/24/2021	08/24/2021	09/03/2021		09/03/2021	771.01
51857 - Flex-Pac, INC	I305533	18 SYP Institutional Supplies - Liners	Paid by Check # 74319		08/24/2021	08/24/2021	09/03/2021		09/03/2021	202.39
138 - Gooldy & Sons, INC	S 06948	18 SYP Ice Tub Inserts for Portable Bar	Paid by EFT # 42492		08/24/2021	08/24/2021	09/03/2021		09/03/2021	45.00
Account 52420 - Other Supplies Totals										Invoice Transactions 3
										\$1,018.40
Program 189006 - Switchyard Property Totals										Invoice Transactions 4
										\$1,189.83
Program G20010 - 2020 NRPA Nutrition Hub										
Account 53990 - Other Services and Charges										
203 - INDIANA UNIVERSITY	89310345	18-BBCC-NRPA Survey Data Analysis	Paid by Check # 74323		08/24/2021	08/24/2021	09/03/2021		09/03/2021	1,000.00
11611 - Woods Electrical Contractors, INC	2107COBBAN	18-BBCC-Outdoor Electric Hookup	Paid by EFT # 42628		08/24/2021	08/24/2021	09/03/2021		09/03/2021	2,330.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 2
										\$3,330.00
Program G20010 - 2020 NRPA Nutrition Hub Totals										Invoice Transactions 2
										\$3,330.00
Department 18 - Parks & Recreation Totals										Invoice Transactions 128
										\$41,997.63
Fund 201 - Parks and Rec Non Reverting Totals										Invoice Transactions 128
										\$41,997.63



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Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP										
Account 54510 - Other Capital Outlays										
3054 - Sinclair Recreation, LLC (GameTime)	IG21032	18-Playground equipment for Winslow Woods Park Plygrd.	Paid by EFT # 42587		08/24/2021	08/24/2021	09/03/2021		09/03/2021	63,300.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$63,300.00
								Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP Totals	Invoice Transactions 1	\$63,300.00
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP										
Account 54510 - Other Capital Outlays										
137 - Good Earth, LLC	20003	18-3cys top soil for turf recovery @ Peoples Park	Paid by EFT # 42491		08/24/2021	08/24/2021	09/03/2021		09/03/2021	126.00
394 - Kleindorfer Hardware & Variety	682218	18-(1) bg Kentucky Bluegrass & (4) bales straw for Peoples Prk	Paid by EFT # 42524		08/24/2021	08/24/2021	09/03/2021		09/03/2021	218.99
3444 - Rundell Ernstberger Associates, INC	2021-1625-02	18- Bryan Park Trail Improvements	Paid by EFT # 42574		08/24/2021	08/24/2021	09/03/2021		09/03/2021	7,460.51
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 3	\$7,805.50
								Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals	Invoice Transactions 3	\$7,805.50
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA										
Account 54510 - Other Capital Outlays										
3054 - Sinclair Recreation, LLC (GameTime)	IG21032	18-Playground equipment for Winslow Woods Park Plygrd.	Paid by EFT # 42587		08/24/2021	08/24/2021	09/03/2021		09/03/2021	34,500.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$34,500.00
								Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals	Invoice Transactions 1	\$34,500.00
								Department 18 - Parks & Recreation Totals	Invoice Transactions 5	\$105,605.50
								Fund 977 - Parks 2016 GO Bond Proceeds Totals	Invoice Transactions 5	\$105,605.50
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	7THBIKELN-APP 3	07-7thSt. Protected Bike LN Imp-BC-2021-47-CN-7/1-7/31/21-App 3	Paid by Check # 74314		08/24/2021	08/24/2021	09/03/2021		09/03/2021	14,035.21
19278 - Milestone Contractors, LP	7THBIKELN-APP 3	07-7thSt. Protected Bike LN Imp-BC-2021-47-CN-7/1-7/31/21-App 3	Paid by EFT # 42538		08/24/2021	08/24/2021	09/03/2021		09/03/2021	266,669.02
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2	\$280,704.23
								Program 18018A - 7th St Green Way, RCA Power Line Totals	Invoice Transactions 2	\$280,704.23



Board of Park & Recreation Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
3444 - Rundell Ernstberger Associates, INC	2021-1620-02	18- Construction Inspection for Cascades Trail and Streambank	Paid by EFT # 42574		08/24/2021	08/24/2021	09/03/2021		09/03/2021	3,554.28
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$3,554.28
Program 18018B - Griffy Loop Trail Lower Cascades Totals							Invoice Transactions	1		\$3,554.28
Department 18 - Parks & Recreation Totals							Invoice Transactions	3		\$284,258.51
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	3		\$284,258.51
Grand Totals							Invoice Transactions	242		\$531,701.12

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/3/2021	Claims				531,701.12
					<u>531,701.12</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 \$ 531,701.12

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
9/10/2021	Payroll				177,687.01
					<u>177,687.01</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 177,687.01

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
9523 - Freedom Business Solutions, LLC	12202	18- Toner Cartridge for Showers Front Desk	Paid by EFT # 42729		09/07/2021	09/07/2021	09/17/2021		09/17/2021	199.00
Account 52110 - Office Supplies Totals Invoice Transactions 1										<u>\$199.00</u>
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	34402	18- 2021 Leadership Retreat - Director	Paid by Check # 74408		09/07/2021	09/07/2021	09/17/2021		09/17/2021	65.00
Account 53160 - Instruction Totals Invoice Transactions 1										<u>\$65.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs- 7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	29.24
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$29.24</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	1237	18- Deposit Receipts TLRC/NR/GF	Paid by EFT # 42663		09/07/2021	09/07/2021	09/17/2021		09/17/2021	610.71
Account 53310 - Printing Totals Invoice Transactions 1										<u>\$610.71</u>
Program 181000 - Administration Totals Invoice Transactions 4										<u>\$903.95</u>
Program 181100 - Marketing										
Account 52420 - Other Supplies										
2895 - Rapid Reproductions, INC	105053	18-6 rolls 8 mil satin photo paper 42" x 100'	Paid by EFT # 42803		09/07/2021	09/07/2021	09/17/2021		09/17/2021	849.06
11693 - The Award Center, INC	60526	18-Independence Day Parade title sponsor plaque	Paid by EFT # 42841		09/07/2021	09/07/2021	09/17/2021		09/17/2021	38.00
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>\$887.06</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs- 7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	41.10
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$41.10</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	42826337	18- Renew domain name for Bloomingtonnationals.com	Paid by Check # 74405		09/07/2021	09/07/2021	09/17/2021		09/17/2021	64.95
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1										<u>\$64.95</u>
Program 181100 - Marketing Totals Invoice Transactions 4										<u>\$993.11</u>



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

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 52220 - Agricultural Supplies										
19275 - Aqua Pro Pool & Spa Specialists, INC	29252	18 - Pool chemicals	Paid by EFT # 42671		09/07/2021	09/07/2021	09/17/2021		09/17/2021	143.76
177 - Indiana Oxygen Company, INC	9743712	18 - Pool Operating Supply	Paid by EFT # 42749		09/07/2021	09/07/2021	09/17/2021		09/17/2021	21.75
394 - Kleindorfer Hardware & Variety	689835	18 - Muratic Acid for pool pulsar cleaning	Paid by EFT # 42767		09/07/2021	09/07/2021	09/17/2021		09/17/2021	16.47
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	3	\$181.98
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	29.24
Account 53210 - Telephone Totals								Invoice Transactions	1	\$29.24
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	3,605.89
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$3,605.89
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 093021	18-August 2021 water/sewer/storm water chgs-#14187-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1,743.56
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$1,743.56
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	124005ES	06-City Fac.-Natural Gas Commodity-August 2021 management fees	Paid by EFT # 42716		09/07/2021	09/07/2021	09/17/2021		09/17/2021	5.00
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$5.00
Account 53650 - Other Repairs										
54255 - Spear Corporation	313221	18 - Bryan Pool Chlorinator Repair	Paid by EFT # 42829		09/07/2021	09/07/2021	09/17/2021		09/17/2021	591.00
Account 53650 - Other Repairs Totals								Invoice Transactions	1	\$591.00
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	101.36
Account 53830 - Bank Charges Totals								Invoice Transactions	1	\$101.36
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions	9	\$6,258.03



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	82.59
Account 53210 - Telephone Totals									Invoice Transactions 1	\$82.59
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	591.85
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$591.85
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 093021	18-August 2021 water/sewer/storm water chgs-#14187-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	299.26
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$299.26
Account 53540 - Natural Gas										
222 - Vectren	5052408489090 821	18-Mills Pool-1100 W. 14th St-gas bill 8/2-9/1/21	Paid by Check # 74384		09/06/2021	09/06/2021	09/06/2021		09/09/2021	47.08
6769 - EDF, INC (EDF Energy Services)	124005ES	06-City Fac.-Natural Gas Commodity-August 2021 management fees	Paid by EFT # 42716		09/07/2021	09/07/2021	09/17/2021		09/17/2021	2.76
Account 53540 - Natural Gas Totals									Invoice Transactions 2	\$49.84
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 5	\$1,023.54
Program 182500 - Frank Southern Center										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	463974734695	18 FSC-Blue Seal	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	195.38
5819 - Synchrony Bank	473554466748	18 FSC- Urinal Cartidges, Deodorizers	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	780.71
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	\$976.09
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	(1,319.40)
Account 53510 - Electrical Services Totals									Invoice Transactions 1	(\$1,319.40)
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 093021	18-August 2021 water/sewer/storm water chgs-#14187-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	246.92
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$246.92



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

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 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	124005ES	06-City Fac.-Natural Gas Commodity-August 2021 management fees	Paid by EFT # 42716		09/07/2021	09/07/2021	09/17/2021		09/17/2021	83.89
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	\$83.89
								Program 182500 - Frank Southern Center Totals	Invoice Transactions 5	(\$12.50)
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO950447	18 - Chemicals	Paid by EFT # 42665		09/07/2021	09/07/2021	09/17/2021		09/17/2021	6,467.24
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	\$6,467.24
Account 52230 - Garage and Motor Supplies										
455 - Industrial Service & Supply, INC	67345	18 - Hydraulic Hoses and supplies	Paid by EFT # 42752		09/07/2021	09/07/2021	09/17/2021		09/17/2021	36.36
								Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 1	\$36.36
Account 52420 - Other Supplies										
5186 - P&W Golf Supply, LLC	INV82386	18 - Replacement parts for ball washer	Paid by EFT # 42792		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1,013.89
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$1,013.89
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	53.35
								Account 53210 - Telephone Totals	Invoice Transactions 1	\$53.35
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	1,078.18
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$1,078.18
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 093021	18-August 2021 water/sewer/storm water chgs-#4159-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	10,285.27
208 - City Of Bloomington Utilities	14187-001 093021	18-August 2021 water/sewer/storm water chgs-#14187-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	2,262.37
								Account 53530 - Water and Sewer Totals	Invoice Transactions 2	\$12,547.64



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

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 183500 - Golf Services										
Account 53540 - Natural Gas										
222 - Vectren	1154625513090821	18-Golf Course-3550 N Kinser Pk-gas bill 8/2-9/1/21	Paid by Check # 74384		09/06/2021	09/06/2021	09/06/2021		09/09/2021	24.86
6769 - EDF, INC (EDF Energy Services)	124005ES	06-City Fac.-Natural Gas Commodity-August 2021 management fees	Paid by EFT # 42716		09/07/2021	09/07/2021	09/17/2021		09/17/2021	15.66
Account 53540 - Natural Gas Totals							Invoice Transactions		2	\$40.52
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	4,522.02
Account 53830 - Bank Charges Totals							Invoice Transactions		1	\$4,522.02
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRGolf821	18 - Cascades Work Crew April-July	Paid by EFT # 42695		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1,847.31
Account 53990 - Other Services and Charges Totals							Invoice Transactions		1	\$1,847.31
Program 183500 - Golf Services Totals							Invoice Transactions		11	\$27,606.51
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	478795835898	18-Amazon Hand Sanitizers LSND & GLND	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	56.38
Account 52210 - Institutional Supplies Totals							Invoice Transactions		1	\$56.38
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	484125	18-Rebar and Pine Lumber for Griffy Stairs	Paid by EFT # 42680		09/07/2021	09/07/2021	09/17/2021		09/17/2021	515.45
334 - Irving Materials, INC	11056002	18-Stone Ash and Micro Fiber for Griffy Lake Fishing Access	Paid by EFT # 42755		09/07/2021	09/07/2021	09/17/2021		09/17/2021	610.50
334 - Irving Materials, INC	11055344	18-Stone Ash and Micro Fiber for Griffy Lake Fishing Access	Paid by EFT # 42755		09/07/2021	09/07/2021	09/17/2021		09/17/2021	943.50
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions		3	\$2,069.45
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	689901	18-bar oil, chainsaw chain	Paid by EFT # 42767		09/07/2021	09/07/2021	09/17/2021		09/17/2021	47.98
394 - Kleindorfer Hardware & Variety	686788	18-washers, bolts, locknuts,	Paid by EFT # 42767		09/07/2021	09/07/2021	09/17/2021		09/17/2021	8.64
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions		2	\$56.62



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

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 184000 - Natural Resources										
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomington)	780661	18-water for Griffy	Paid by EFT # 42682		09/07/2021	09/07/2021	09/17/2021		09/17/2021	4.90
11589 - Bloomington Cooperative Services (Bloomington)	784931	18-Natural Resource Program-Kind bars, apples	Paid by EFT # 42682		09/07/2021	09/07/2021	09/17/2021		09/17/2021	34.47
394 - Kleindorfer Hardware & Variety	687270	18-25 pairs of jersey gloves	Paid by EFT # 42767		09/07/2021	09/07/2021	09/17/2021		09/17/2021	25.98
5819 - Synchrony Bank	789648595756	18- Amazon 43 Pack Fake Bugs Bug Fest	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	74.95
5819 - Synchrony Bank	658375873395	18-Amazon Horse Hoof Pick Brush/Boot Brush Griffy	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	50.95
5819 - Synchrony Bank	494899475796	18-Amazon Bird Gliders/Egg Putty Bird Fest & Bug Fest	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	187.05
Account 52420 - Other Supplies Totals									Invoice Transactions 6	\$378.30
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs- 7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	70.34
Account 53210 - Telephone Totals									Invoice Transactions 1	\$70.34
Account 53310 - Printing										
818 - Everywhere Signs, LLC	58211	18-Help Stop Invasive Species 9x12 Aluminum Signs	Paid by EFT # 42724		09/07/2021	09/07/2021	09/17/2021		09/17/2021	240.00
818 - Everywhere Signs, LLC	57769	18-Print Street Wrap for 9" Buoy w/ "Keep Out" & Restricted Area	Paid by EFT # 42724		09/07/2021	09/07/2021	09/17/2021		09/17/2021	480.00
Account 53310 - Printing Totals									Invoice Transactions 2	\$720.00
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	32.22
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$32.22
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	11.03
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$11.03
Program 184000 - Natural Resources Totals									Invoice Transactions 17	\$3,394.34



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

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 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	436.57
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>436.57</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 093021	18-August 2021 water/sewer/storm water chgs-#14187-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	87.89
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	<u>\$87.89</u>
Program 184500 - Youth Services -Juke Box Totals									Invoice Transactions 2	<u>\$524.46</u>
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
7320 - Roscoe Baugh	082621	18- 90 minute performance at Peoples Park Concert Series	Paid by EFT # 42678		09/07/2021	09/07/2021	09/17/2021		09/17/2021	125.00
6592 - Christopher Salem Willard	20211	18-90 minute performance-Peoples Park-9/9/21	Paid by EFT # 42856		09/07/2021	09/07/2021	09/17/2021		09/17/2021	125.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	<u>\$250.00</u>
Program 186500 - Community Events Totals									Invoice Transactions 2	<u>\$250.00</u>
Program 187001 - Adult Sports-Softball										
Account 52230 - Garage and Motor Supplies										
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL19480	18 spin kit, pulley, multi belt for Kubota	Paid by EFT # 42810		09/07/2021	09/07/2021	09/17/2021		09/17/2021	462.69
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL19682	18 TLSP Kubota Part	Paid by EFT # 42810		09/07/2021	09/07/2021	09/17/2021		09/17/2021	23.99
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL19683	18 TLSP cir-clip E A-28 for Kubota	Paid by EFT # 42810		09/07/2021	09/07/2021	09/17/2021		09/17/2021	4.65
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 3	<u>\$491.33</u>
Account 52310 - Building Materials and Supplies										
51857 - Flex-Pac, INC	I300932	18 TLSP GXT9-M White Stell Hand Dryer	Paid by Check # 74407		09/07/2021	09/07/2021	09/17/2021		09/17/2021	338.25
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	<u>\$338.25</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	48.22
Account 53210 - Telephone Totals									Invoice Transactions 1	<u>\$48.22</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	347.44
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$347.44</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 093021	18-August 2021 water/sewer/storm water chgs-#4159-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	359.43
208 - City Of Bloomington Utilities	14187-001 093021	18-August 2021 water/sewer/storm water chgs-#14187-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1,479.92
Account 53530 - Water and Sewer Totals Invoice Transactions 2										<u>\$1,839.35</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	619.21
Account 53830 - Bank Charges Totals Invoice Transactions 1										<u>\$619.21</u>
Program 187001 - Adult Sports-Softball Totals Invoice Transactions 9										<u>\$3,683.80</u>
Program 187202 - Youth Sports-Winslow										
Account 52340 - Other Repairs and Maintenance										
50594 - Barry Company, INC	004050	18 - PVC and slip tee for Winslow irrigation repair	Paid by EFT # 42677		09/07/2021	09/07/2021	09/17/2021		09/17/2021	85.90
334 - Irving Materials, INC	11053835	18 - Concrete Winslow junior side	Paid by EFT # 42755		09/07/2021	09/07/2021	09/17/2021		09/17/2021	516.25
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 2										<u>\$602.15</u>
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	687167	18 - Winslow hand truck, wire, rags	Paid by EFT # 42767		09/07/2021	09/07/2021	09/17/2021		09/17/2021	85.98
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>\$85.98</u>
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	463.12
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$463.12</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 093021	18-August 2021 water/sewer/storm water chgs-#4159-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	3,774.09
Account 53530 - Water and Sewer Totals Invoice Transactions 1										<u>\$3,774.09</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 53650 - Other Repairs										
448 - Donald R Goodwin (Bullseye Utility Locating)	2246	18 - Winslow concrete repair utilities locate	Paid by EFT # 42734		09/07/2021	09/07/2021	09/17/2021		09/17/2021	127.50
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$127.50
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002789009	18-Landfill Winslow September	Paid by EFT # 42805		09/07/2021	09/07/2021	09/17/2021		09/17/2021	219.70
Account 53950 - Landfill Totals									Invoice Transactions 1	\$219.70
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 7	\$5,272.54
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	51.43
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$51.43
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 093021	18-August 2021 water/sewer/storm water chgs-#14187-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	557.15
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$557.15
Program 187208 - Youth Sports-Olcott Totals									Invoice Transactions 2	\$608.58
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	6139	18-BBCC-Building and TLI Supplies	Paid by Check # 74415		09/07/2021	09/07/2021	09/17/2021		09/17/2021	228.24
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$228.24
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	811.98
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$811.98
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 093021	18-August 2021 water/sewer/storm water chgs-#4159-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	136.68
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$136.68
Account 53540 - Natural Gas										
222 - Vectren	0350745006090 821	18-Banneker-930 W. 7th St-gas bill 8/2-9/1/21	Paid by Check # 74384		09/06/2021	09/06/2021	09/06/2021		09/09/2021	46.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	124005ES	06-City Fac.-Natural Gas Commodity-August 2021 management fees	Paid by EFT # 42716		09/07/2021	09/07/2021	09/17/2021		09/17/2021	18.31
Account 53540 - Natural Gas Totals										Invoice Transactions 2
										<u>\$64.31</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	W68588	18-BBCC-Gym HVAC Unit Repair	Paid by EFT # 42737		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1,510.73
Account 53610 - Building Repairs Totals										Invoice Transactions 1
										<u>\$1,510.73</u>
Account 53990 - Other Services and Charges										
6100 - Boxwood Technology, INC	3753009	18-Job Announcement through NRPA	Paid by EFT # 42686		09/07/2021	09/07/2021	09/17/2021		09/17/2021	99.00
321 - Harrell Fish, INC (HFI)	W68588	18-BBCC-Gym HVAC Unit Repair	Paid by EFT # 42737		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1,065.99
7838 - Trenton Durand Musch	062821	18-BBCC-Electrical Box Art	Paid by EFT # 42786		09/07/2021	09/07/2021	09/17/2021		09/17/2021	300.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 3
										<u>\$1,464.99</u>
Program 187500 - Banneker Totals										Invoice Transactions 9
										<u>\$4,216.93</u>
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs- 7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	24.11
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$24.11</u>
Program 188001 - Inclusive Recreation Totals										Invoice Transactions 1
										<u>\$24.11</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
48 - Continental Research Corporation	0029024	18-(2) dz 11oz cans RIGHT NOW! paint/graffiti remover	Paid by EFT # 42707		09/07/2021	09/07/2021	09/17/2021		09/17/2021	476.04
313 - Fastenal Company	INBLM224780	18-Custodial supplies for shelters/restrooms & PPE, Dog waste ba	Paid by EFT # 42725		09/07/2021	09/07/2021	09/17/2021		09/17/2021	502.71
9269 - Ferguson Facilities Supply, HP Products #3400	0350644-1	18-Custodial supplies- shelters/restrooms/PPE -trash bags	Paid by EFT # 42726		09/07/2021	09/07/2021	09/17/2021		09/17/2021	53.68
9269 - Ferguson Facilities Supply, HP Products #3400	0350644	18-Custodial supplies- shelters/restrooms/PPE -8/27/21	Paid by EFT # 42726		09/07/2021	09/07/2021	09/17/2021		09/17/2021	415.38



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	WP058100	18-Custodial supplies-shelters/restrooms/PPE -8/30/21	Paid by EFT # 42726		09/07/2021	09/07/2021	09/17/2021		09/17/2021	137.40
Account 52210 - Institutional Supplies Totals										Invoice Transactions 5
										\$1,585.21
Account 52310 - Building Materials and Supplies										
334 - Irving Materials, INC	11056627	18-WW playground - 3 bench pds	Paid by EFT # 42755		09/07/2021	09/07/2021	09/17/2021		09/17/2021	528.75
365 - Rogers Group, INC	0713008491	18-sand at horseshoe pits at Bryan Park	Paid by EFT # 42811		09/07/2021	09/07/2021	09/17/2021		09/17/2021	20.00
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 2
										\$548.75
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5665975	18-supplies for Millerl Showers Park	Paid by EFT # 42667		09/07/2021	09/07/2021	09/17/2021		09/17/2021	6.55
409 - Black Lumber Co. INC	485010	18-material to repair spindles at Bulter Park	Paid by EFT # 42680		09/07/2021	09/07/2021	09/17/2021		09/17/2021	59.23
313 - Fastenal Company	INBLM224778	18-Special order hardware	Paid by EFT # 42725		09/07/2021	09/07/2021	09/17/2021		09/17/2021	153.09
2823 - John Naylor Trucking, LLC	30332	18-18.33 tons 1/4-minus for Ferguson Dog Park	Paid by EFT # 42760		09/07/2021	09/07/2021	09/17/2021		09/17/2021	174.14
394 - Kleindorfer Hardware & Variety	687348	18-paint thinner	Paid by EFT # 42767		09/07/2021	09/07/2021	09/17/2021		09/17/2021	9.99
394 - Kleindorfer Hardware & Variety	688089	18-material for swing at Winslow Woods-bushings	Paid by EFT # 42767		09/07/2021	09/07/2021	09/17/2021		09/17/2021	2.29
394 - Kleindorfer Hardware & Variety	687740	18-plumbing parts for Tree Farm drainage ditch	Paid by EFT # 42767		09/07/2021	09/07/2021	09/17/2021		09/17/2021	20.74
6262 - Koenig Equipment, INC	P26590	18-WetChrg battery for John Deere at Bryan Park	Paid by EFT # 42768		09/07/2021	09/07/2021	09/17/2021		09/17/2021	116.96
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 8
										\$542.99
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	58439	18-(14) Replacement letters/securing of letters to (3) SYP signs	Paid by EFT # 42724		09/07/2021	09/07/2021	09/17/2021		09/17/2021	740.00
818 - Everywhere Signs, LLC	58419	18-Refurbish sign-3rd St playground for Bryan Pk fit stn	Paid by EFT # 42724		09/07/2021	09/07/2021	09/17/2021		09/17/2021	840.00



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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 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM224780	18-Custodial supplies for shelters/restrooms & PPE, Dog waste ba	Paid by EFT # 42725		09/07/2021	09/07/2021	09/17/2021		09/17/2021	122.43
7860 - KirbyBuilt	SOKSA8296	18-Replacement door for Ferguson Dog Park kiosk	Paid by EFT # 42766		09/07/2021	09/07/2021	09/17/2021		09/17/2021	149.99
5099 - Office Three Sixty, INC	2032242	18-envelopes, folders	Paid by EFT # 42791		09/07/2021	09/07/2021	09/17/2021		09/17/2021	58.41
5099 - Office Three Sixty, INC	2042707	18- laminating pouches, clipboards, stapler, scissors	Paid by EFT # 42791		09/07/2021	09/07/2021	09/17/2021		09/17/2021	74.53
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-53400	18-(2) 24"x18" alum. .080 signs for SYMB gates	Paid by EFT # 42808		09/07/2021	09/07/2021	09/17/2021		09/17/2021	270.60
Account 52420 - Other Supplies Totals									Invoice Transactions 7	\$2,255.96
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	113833	18-Logo'd wear for (1) RFT employee	Paid by EFT # 42858		09/07/2021	09/07/2021	09/17/2021		09/17/2021	41.39
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$41.39
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs- 7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	311.81
Account 53210 - Telephone Totals									Invoice Transactions 1	\$311.81
Account 53510 - Electrical Services										
223 - Duke Energy	32403653020-0821	18-Electric Charges August	Paid by Check # 74365		09/01/2021	09/01/2021	09/01/2021		09/01/2021	18.93
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	2,756.88
Account 53510 - Electrical Services Totals									Invoice Transactions 2	\$2,775.81
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 092721	18-18-August 2021 water/sewer/storm water chgs-#39530-002	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	76.37
208 - City Of Bloomington Utilities	4159-001 093021	18-August 2021 water/sewer/storm water chgs-#4159-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1,602.18



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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 189000 - Operations										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 093021	18-August 2021 water/sewer/storm water chgs-#14187- 001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	3,430.26
Account 53530 - Water and Sewer Totals Invoice Transactions 3										\$5,108.81
Account 53540 - Natural Gas										
222 - Vectren	0252409732090 321	18-343 S. Adams St- gas bill 7/29-8/30/21	Paid by Check # 74384		09/06/2021	09/06/2021	09/06/2021		09/09/2021	19.30
6769 - EDF, INC (EDF Energy Services)	124005ES	06-City Fac.-Natural Gas Commodity-August 2021 management fees	Paid by EFT # 42716		09/07/2021	09/07/2021	09/17/2021		09/17/2021	50.95
Account 53540 - Natural Gas Totals Invoice Transactions 2										\$70.25
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	1824990584	18-Uniform & mat cleaning services	Paid by EFT # 42672		09/07/2021	09/07/2021	09/17/2021		09/17/2021	16.70
19171 - Aramark Uniform & Career Apparel Group, INC	1825000127	18-uniform rental (minus payroll ded)- 9/1/21	Paid by EFT # 42672		09/07/2021	09/07/2021	09/17/2021		09/17/2021	16.70
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 2										\$33.40
Account 53950 - Landfill										
2260 - Republic Services, INC	0694- 002789008	18-Landfill Ops Adams August	Paid by EFT # 42805		09/07/2021	09/07/2021	09/17/2021		09/17/2021	798.43
Account 53950 - Landfill Totals Invoice Transactions 1										\$798.43
Account 53990 - Other Services and Charges										
32 - Cassidy Electrical Contractors, INC	25789	18-Labor to wire new clock & timer @ CCGC Plaza	Paid by EFT # 42694		09/07/2021	09/07/2021	09/17/2021		09/17/2021	450.00
421 - Centerstone Of Indiana, INC	PROps821	18-15 wks pay for Centerstone work crews(Cutodial/Plygrd)	Paid by EFT # 42695		09/07/2021	09/07/2021	09/17/2021		09/17/2021	4,090.93
421 - Centerstone Of Indiana, INC	PRPlay821	18-15 wks pay for Centerstone work crews(Cutodial/Plygrd)	Paid by EFT # 42695		09/07/2021	09/07/2021	09/17/2021		09/17/2021	3,003.54
205 - City Of Bloomington	000385186	18-PC Reim-QuitClaim Deed Lot 25 Summit Woods PH 3 Final Plat	Paid by Check # 74389		09/07/2021	09/07/2021	09/17/2021		09/17/2021	25.00
818 - Everywhere Signs, LLC	58439	18-(14) Replacement letters/securing of letters to (3) SYP signs	Paid by EFT # 42724		09/07/2021	09/07/2021	09/17/2021		09/17/2021	2,115.00



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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 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
5187 - Green Dragon Lawn Care, INC	3642	18- Contractual mowing services at 24 locations-Aug 2021	Paid by EFT # 42736		09/07/2021	09/07/2021	09/17/2021		09/17/2021	11,775.00
5187 - Green Dragon Lawn Care, INC	3643	18- Contractual mowing services at 12 locations-Aug 2021	Paid by EFT # 42736		09/07/2021	09/07/2021	09/17/2021		09/17/2021	8,375.00
6330 - Marshall Security LLC	2043	18-Security services-September 2021 (480 hrs)	Paid by EFT # 42777		09/07/2021	09/07/2021	09/17/2021		09/17/2021	9,000.00
53125 - Mr. Copy, INC	35474	18-(500) 2-sided, cut in half copies of WorkGraffiti Forms	Paid by EFT # 42785		09/07/2021	09/07/2021	09/17/2021		09/17/2021	70.20
Account 53990 - Other Services and Charges Totals									Invoice Transactions 9	\$38,904.67
Account 54310 - Improvements Other Than Building										
19741 - Mader Design, LLC	1369	18-Griffy fishing pier development and design consulting	Paid by EFT # 42775		09/07/2021	09/07/2021	09/17/2021		09/17/2021	500.00
Account 54310 - Improvements Other Than Building Totals									Invoice Transactions 1	\$500.00
Program 189000 - Operations Totals									Invoice Transactions 44	\$53,477.48
Program 189006 - Switchyard Property										
Account 52310 - Building Materials and Supplies										
4443 - The Sherwin Williams Company	3036-0	18 SYP Paint for Spray Pad Restrooms Wall	Paid by EFT # 42843		09/07/2021	09/07/2021	09/17/2021		09/17/2021	62.11
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$62.11
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	687682	18 SYP 6 pc metric bit set and bit extension	Paid by EFT # 42767		09/07/2021	09/07/2021	09/17/2021		09/17/2021	12.78
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$12.78
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	41.10
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.10
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	2,975.16
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$2,975.16



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53610 - Building Repairs										
3903 - Electric Plus, INC	30611	18 SYP Replacement Pole for SYP B-Line	Paid by EFT # 42718		09/07/2021	09/07/2021	09/17/2021		09/17/2021	4,160.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$4,160.00
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRSwitch821	18 SYP Centestone for Spray Pad (CARES) Apr 5 - Jul 16	Paid by EFT # 42695		09/07/2021	09/07/2021	09/17/2021		09/17/2021	6,731.39
6330 - Marshall Security LLC	2035	18 SYP Marshall MSI Security - September (CARES)	Paid by EFT # 42777		09/07/2021	09/07/2021	09/17/2021		09/17/2021	7,920.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$14,651.39
Program 189006 - Switchyard Property Totals									Invoice Transactions 7	\$21,902.54
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
52948 - Mays Greenhouse, LLC	32058	18- hanging baskets, soil, mum	Paid by EFT # 42778		09/07/2021	09/07/2021	09/17/2021		09/17/2021	262.87
52948 - Mays Greenhouse, LLC	32077	18-4 1/2 annuals, fertilizer	Paid by EFT # 42778		09/07/2021	09/07/2021	09/17/2021		09/17/2021	44.93
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 2	\$307.80
Account 52340 - Other Repairs and Maintenance										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	388473	18- LAND tailight repair parts for fleet #858	Paid by EFT # 42827		09/07/2021	09/07/2021	09/17/2021		09/17/2021	41.48
476 - Southern Indiana Parts, INC (Napa Auto Parts)	389037	18- LAND tailight repair parts for fleet #858	Paid by EFT # 42827		09/07/2021	09/07/2021	09/17/2021		09/17/2021	7.77
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 2	\$49.25
Account 52430 - Uniforms and Tools										
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T94867	18-Logo'd tees for seasonal & RFT staff	Paid by EFT # 42839		09/07/2021	09/07/2021	09/17/2021		09/17/2021	260.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$260.00
Account 53130 - Medical										
231 - IU Health OCC Health Services	00121215-00	18-R. Mingee-Vaccine Hep B-8/9/21	Paid by EFT # 42756		09/07/2021	09/07/2021	09/17/2021		09/17/2021	121.00
Account 53130 - Medical Totals									Invoice Transactions 1	\$121.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	#O-EXBUPXUSG	18- Renew domain name/Registration "Plan it Native Conference	Paid by Check # 74405		09/07/2021	09/07/2021	09/17/2021		09/17/2021	195.98
Account 53160 - Instruction Totals									Invoice Transactions 1	\$195.98
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	41.35
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.35
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 093021	18-August 2021 water/sewer/storm water chgs-#4159-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	404.19
208 - City Of Bloomington Utilities	14187-001 093021	18-August 2021 water/sewer/storm water chgs-#14187-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	132.70
208 - City Of Bloomington Utilities	41294-001 092721	18-August 2021 water/sewer/storm water chgs-#41294-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	280.27
Account 53530 - Water and Sewer Totals									Invoice Transactions 3	\$817.16
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PRLands821	18-15 wks pay for Centerstone work crews (SYP & Land)	Paid by EFT # 42695		09/07/2021	09/07/2021	09/17/2021		09/17/2021	4,608.31
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$4,608.31
Program 189500 - Landscaping Totals									Invoice Transactions 12	\$6,400.85
Program 189501 - Cemeteries										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	41.10
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.10



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	130.22
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$130.22</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 092721	18-August 2021 water/sewer/storm water chgs-#41294-001	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	323.52
Account 53530 - Water and Sewer Totals Invoice Transactions 1										<u>\$323.52</u>
Account 53540 - Natural Gas										
222 - Vectren	2150190557090 821	18-Rosehill 2-930 W. 4th St H-gas bill 8/2-9/1/21	Paid by Check # 74384		09/06/2021	09/06/2021	09/06/2021		09/09/2021	18.34
222 - Vectren	2154628249090 821	18-Rosehill-930 W. 4th St-gas bill 8/2-9/1/21	Paid by Check # 74384		09/06/2021	09/06/2021	09/06/2021		09/09/2021	17.19
6769 - EDF, INC (EDF Energy Services)	124005ES	06-City Fac.-Natural Gas Commodity-August 2021 management fees	Paid by EFT # 42716		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1.03
Account 53540 - Natural Gas Totals Invoice Transactions 3										<u>\$36.56</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	150.10
Account 53830 - Bank Charges Totals Invoice Transactions 1										<u>\$150.10</u>
Program 189501 - Cemeteries Totals Invoice Transactions 7										<u>\$681.50</u>
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
786 - Richard's Small Engine, INC	441399	18 - UF - Battery Chainsaw and Blower	Paid by EFT # 42807		09/07/2021	09/07/2021	09/17/2021		09/17/2021	2,095.97
786 - Richard's Small Engine, INC	443339	18 - UF - Battery Blower Return Credit	Paid by EFT # 42807		09/07/2021	09/07/2021	09/17/2021		09/17/2021	(864.00)
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>\$1,231.97</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	158.82
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$158.82</u>
Program 189503 - Urban Forestry Totals Invoice Transactions 3										<u>\$1,390.79</u>
Department 18 - Parks & Recreation Totals Invoice Transactions 160										<u>\$138,600.56</u>



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Fund 200 - Parks and Recreation Gen (\$1301) Totals								Invoice Transactions	160	\$138,600.56
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	190.22
Account 53830 - Bank Charges Totals								Invoice Transactions	1	\$190.22
Program 181000 - Administration Totals								Invoice Transactions	1	\$190.22
Program 181001 - Health & Wellness										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	1.68
Account 53830 - Bank Charges Totals								Invoice Transactions	1	\$1.68
Program 181001 - Health & Wellness Totals								Invoice Transactions	1	\$1.68
Program 182001 - Aquatics - Bryan Pool										
Account 43220 - Facility Rentals										
Indiana Swim Club	2021-00001170	18-Refunds	Paid by Check # 74422		09/07/2021	09/07/2021	09/17/2021		09/17/2021	650.00
Amy Jackson	2021-00001169	18-Refunds	Paid by Check # 74423		09/07/2021	09/07/2021	09/17/2021		09/17/2021	325.00
Account 43220 - Facility Rentals Totals								Invoice Transactions	2	\$975.00
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions	2	\$975.00
Program 182003 - Aquatics-Health & Safety										
Account 53990 - Other Services and Charges										
4504 - American National Red Cross	22369487	18-life guiding certification	Paid by EFT # 42668		09/07/2021	09/07/2021	09/17/2021		09/17/2021	520.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$520.00
Program 182003 - Aquatics-Health & Safety Totals								Invoice Transactions	1	\$520.00
Program 182006 - Aquatics - Pool Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	164820	18 - Bryan Pool Concessions Product	Paid by EFT # 42733		09/07/2021	09/07/2021	09/17/2021		09/17/2021	475.15
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	\$475.15
Account 52420 - Other Supplies										
5819 - Synchrony Bank	6426	18-BPool conc AC to replace vandalized one, admin fan	Paid by Check # 74415		09/07/2021	09/07/2021	09/17/2021		09/17/2021	342.96
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$342.96
Program 182006 - Aquatics - Pool Concessions Totals								Invoice Transactions	2	\$818.11



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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										
205 - City Of Bloomington	322976	18 - Best Beers-8/31/21	Paid by Check # 74390		09/07/2021	09/07/2021	09/17/2021		09/17/2021	484.60
5969 - Coca Cola Bottling CO. Consolidated	2055205191	18- Cascades Bottles and BIBs	Paid by EFT # 42705		09/07/2021	09/07/2021	09/17/2021		09/17/2021	95.25
5969 - Coca Cola Bottling CO. Consolidated	2055205192	18- Cascades Bottles and BIBs	Paid by EFT # 42705		09/07/2021	09/07/2021	09/17/2021		09/17/2021	261.76
5969 - Coca Cola Bottling CO. Consolidated	2055205258	18- Cascades Bottles and BIBs-9/2/21	Paid by EFT # 42705		09/07/2021	09/07/2021	09/17/2021		09/17/2021	536.93
5819 - Synchrony Bank	1908	18 - Snack Bar items	Paid by Check # 74415		09/07/2021	09/07/2021	09/17/2021		09/17/2021	11.92
5819 - Synchrony Bank	1852	18 - Snack Bar items	Paid by Check # 74415		09/07/2021	09/07/2021	09/17/2021		09/17/2021	45.26
5819 - Synchrony Bank	2469	18-Snack Bar Items-donuts, muffins, hotdog buns, candy	Paid by Check # 74415		09/07/2021	09/07/2021	09/17/2021		09/17/2021	158.84
5819 - Synchrony Bank	0094	18-Snack Bar Items-hotdog/hamburger buns	Paid by Check # 74415		09/07/2021	09/07/2021	09/17/2021		09/17/2021	28.92
5819 - Synchrony Bank	0781	18-Snack Bar Items-hotdog buns, clif bars	Paid by Check # 74415		09/07/2021	09/07/2021	09/17/2021		09/17/2021	48.72
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 9	\$1,672.20
Account 52420 - Other Supplies										
5819 - Synchrony Bank	0095	18-Concession Items-bath tissue, trash bags	Paid by Check # 74415		09/07/2021	09/07/2021	09/17/2021		09/17/2021	107.84
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$107.84
Program 183500 - Golf Services Totals									Invoice Transactions 10	\$1,780.04
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	911777519	18 - Clubs, balls, bags, clothing & etc.-9/7/21	Paid by Check # 74386		09/07/2021	09/07/2021	09/17/2021		09/17/2021	376.98
53619 - Ping, INC	15956410	18 - Clubs, bags, & misc.-9/7/21	Paid by EFT # 42799		09/07/2021	09/07/2021	09/17/2021		09/17/2021	472.82
53619 - Ping, INC	15951608	18-CR memo-return 2 golf bags	Paid by EFT # 42799		09/07/2021	09/07/2021	09/17/2021		09/17/2021	(276.00)
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 3	\$573.80
Program 183501 - Golf Course - Pro Shop Totals									Invoice Transactions 3	\$573.80
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	437995649549	18-Amazon SUP Paddles Griffy Lake	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	107.52



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	834389975364	18-Amazon Canoe 5" Bolt/Nut/Washer Griffy Lake	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	86.28
5819 - Synchrony Bank	477396889493	18-Amazon Canoe Seats/Canoe Dowels Griffy Lake	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	209.25
Account 52420 - Other Supplies Totals							Invoice Transactions	3		\$403.05
Program 184000 - Natural Resources Totals							Invoice Transactions	3		\$403.05
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	124005ES	06-City Fac.-Natural Gas Commodity-August 2021 management fees	Paid by EFT # 42716		09/07/2021	09/07/2021	09/17/2021		09/17/2021	6.56
Account 53540 - Natural Gas Totals							Invoice Transactions	1		\$6.56
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	173.32
Account 53830 - Bank Charges Totals							Invoice Transactions	1		\$173.32
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions	2		\$179.88
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
4647 - S&S Worldwide, INC	IN100843047	18-Kid City Art and Activity Supplies	Paid by EFT # 42814		09/07/2021	09/07/2021	09/17/2021		09/17/2021	75.20
5819 - Synchrony Bank	868777794854	18-Amazon Compostable Paper Bowls and Splash Soaker AJB	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	49.98
5819 - Synchrony Bank	468544884699	18-Amazon First Aid Hydrocortisone Cream AJB	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	16.96
Account 52420 - Other Supplies Totals							Invoice Transactions	3		\$142.14
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	25.43
Account 53830 - Bank Charges Totals							Invoice Transactions	1		\$25.43
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions	4		\$167.57



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184502 - Youth Expo- Childrens Expo										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	2.01
Account 53830 - Bank Charges Totals							Invoice Transactions	1		\$2.01
Program 184502 - Youth Expo- Childrens Expo Totals							Invoice Transactions	1		\$2.01
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0354535	18-TLRC Facility Institutional Supplies- 9/8/21	Paid by EFT # 42726		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1,444.64
Account 52210 - Institutional Supplies Totals							Invoice Transactions	1		\$1,444.64
Account 53510 - Electrical Services										
223 - Duke Energy	83003730010-0921	18-P&R Summary Billing-August 2021	Paid by Check # 74381		09/06/2021	09/06/2021	09/06/2021		09/09/2021	21.26
Account 53510 - Electrical Services Totals							Invoice Transactions	1		\$21.26
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 092721	18-18-August 2021 water/sewer/storm water chgs-#39530-002	Paid by Check # 74394		09/07/2021	09/07/2021	09/17/2021		09/17/2021	626.43
Account 53530 - Water and Sewer Totals							Invoice Transactions	1		\$626.43
Account 53540 - Natural Gas										
222 - Vectren	0252765623090 321	18-TLRD-gas bill 7/29-8/30/21	Paid by Check # 74384		09/06/2021	09/06/2021	09/06/2021		09/09/2021	99.67
6769 - EDF, INC (EDF Energy Services)	124005ES	06-City Fac.-Natural Gas Commodity-August 2021 management fees	Paid by EFT # 42716		09/07/2021	09/07/2021	09/17/2021		09/17/2021	30.47
Account 53540 - Natural Gas Totals							Invoice Transactions	2		\$130.14
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C008947	18 - TLRC HVAC Planned Maintenance Service	Paid by EFT # 42737		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1,905.00
53657 - Plymate, INC	3036902	18 - TLRC Entry Mat Service-9/1/21	Paid by EFT # 42800		09/07/2021	09/07/2021	09/17/2021		09/17/2021	81.62
Account 53610 - Building Repairs Totals							Invoice Transactions	2		\$1,986.62
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	911.66
Account 53830 - Bank Charges Totals							Invoice Transactions	1		\$911.66
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions	8		\$5,120.75



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	2.47
Account 53830 - Bank Charges Totals										Invoice Transactions 1
										<u>\$2.47</u>
Account 53940 - Temporary Contractual Employee										
7794 - Molly R Adkins	090120201	18-TLRC Fitness Specialist	Paid by EFT # 42664		09/07/2021	09/07/2021	09/17/2021		09/17/2021	218.75
6161 - Morgan Ashley Banks	090221	18-TLRC Fitness Specialist	Paid by EFT # 42676		09/07/2021	09/07/2021	09/17/2021		09/17/2021	250.00
7086 - Rivkah L Moore	090321	18-TLRC Fitness Specialist	Paid by EFT # 42783		09/07/2021	09/07/2021	09/17/2021		09/17/2021	437.50
5007 - Emeline P O'Connor	9-2-2021	18-TLRC Fitness Specialist	Paid by EFT # 42789		09/07/2021	09/07/2021	09/17/2021		09/17/2021	125.00
7440 - William Tuttle	09042021	18-TLRC Fitness Specialist	Paid by EFT # 42848		09/07/2021	09/07/2021	09/17/2021		09/17/2021	270.00
7440 - William Tuttle	9-4-21	18-TLRC Fitness Specialist	Paid by EFT # 42848		09/07/2021	09/07/2021	09/17/2021		09/17/2021	318.75
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 6
Program 185002 - TLRC-Health & Wellness Totals										<u>\$1,620.00</u>
										Invoice Transactions 7
										<u>\$1,622.47</u>
Program 185003 - TLRC-Basketball										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	8.56
Account 53830 - Bank Charges Totals										Invoice Transactions 1
										<u>\$8.56</u>
Account 53940 - Temporary Contractual Employee										
1973 - Megan M Stark	090521	18-TLRC Fitness Specialist	Paid by EFT # 42835		09/07/2021	09/07/2021	09/17/2021		09/17/2021	570.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 1
Program 185003 - TLRC-Basketball Totals										<u>\$570.00</u>
										Invoice Transactions 2
										<u>\$578.56</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	9933	18-TLRC Concession-protein shakes, chips	Paid by Check # 74415		09/07/2021	09/07/2021	09/17/2021		09/17/2021	149.46
Account 52330 - Street , Alley, and Sewer Material Totals										Invoice Transactions 1
Program 185006 - TLRC-Concessions Totals										<u>\$149.46</u>
										Invoice Transactions 1
										<u>\$149.46</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	934443374767	18-Amazon Attikee Glow Sticks Glow in the Park	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	83.97



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	884873898777	18-Amazon Party Sticks - Glow in the Park	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	220.00
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										<u>\$303.97</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	41.10
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$41.10</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	332.81
Account 53830 - Bank Charges Totals										Invoice Transactions 1
Program 186500 - Community Events Totals										<u>\$332.81</u>
										Invoice Transactions 4
										<u>\$677.88</u>
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
4281 - Living Roots, INC	2547	Market Bucks and Gift Certificates	Paid by EFT # 42773		09/07/2021	09/07/2021	09/17/2021		09/17/2021	230.00
4347 - Daniel E McCullough	2545	Market Bucks and Gift Certificates	Paid by Check # 74412		09/07/2021	09/07/2021	09/17/2021		09/17/2021	25.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2556	Market Bucks and Gift Certificates	Paid by EFT # 42819		09/07/2021	09/07/2021	09/17/2021		09/17/2021	20.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2538	Market Bucks and Gift Certificates	Paid by EFT # 42821		09/07/2021	09/07/2021	09/17/2021		09/17/2021	20.00
5673 - Stephen Stoll	2555	Market Bucks and Gift Certificates	Paid by EFT # 42837		09/07/2021	09/07/2021	09/17/2021		09/17/2021	40.00
6623 - Twilight Dairy, LLC	2543	Market Bucks and Gift Certificates	Paid by EFT # 42849		09/07/2021	09/07/2021	09/17/2021		09/17/2021	5.00
6623 - Twilight Dairy, LLC	2559	Market Bucks and Gift Certificates	Paid by EFT # 42849		09/07/2021	09/07/2021	09/17/2021		09/17/2021	15.00
3666 - Marie Wagler	2542	Market Bucks and Gift Certificates	Paid by EFT # 42853		09/07/2021	09/07/2021	09/17/2021		09/17/2021	60.00
Account 47230 - Gift Certificate Totals										Invoice Transactions 8
										<u>\$415.00</u>
Account 47240 - EBT Market Bucks										
3960 - Cortland V Carrington (Farmers Market Only)	2540	Market Bucks	Paid by EFT # 42692		09/07/2021	09/07/2021	09/17/2021		09/17/2021	12.00
3960 - Cortland V Carrington (Farmers Market Only)	2558	Market Bucks	Paid by EFT # 42692		09/07/2021	09/07/2021	09/17/2021		09/17/2021	12.00



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

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										
6431 - Alvin M Fisher	2541	Market Bucks	Paid by EFT # 42728		09/07/2021	09/07/2021	09/17/2021		09/17/2021	36.00
12527 - Hoosier Honey	2539	Market Bucks	Paid by EFT # 42742		09/07/2021	09/07/2021	09/17/2021		09/17/2021	135.00
52276 - Hunter's Honey Farm	2557	Market Bucks	Paid by EFT # 42745		09/07/2021	09/07/2021	09/17/2021		09/17/2021	171.00
4281 - Living Roots, INC	2547	Market Bucks and Gift Certificates	Paid by EFT # 42773		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1,296.00
4347 - Daniel E McCullough	2545	Market Bucks and Gift Certificates	Paid by Check # 74412		09/07/2021	09/07/2021	09/17/2021		09/17/2021	330.00
7337 - David Ray (Stonewall Maple Syrup)	2550	Market Bucks	Paid by EFT # 42804		09/07/2021	09/07/2021	09/17/2021		09/17/2021	15.00
7337 - David Ray (Stonewall Maple Syrup)	2553	Market Bucks	Paid by EFT # 42804		09/07/2021	09/07/2021	09/17/2021		09/17/2021	90.00
12430 - Luke Rhodes	2544	Market Bucks	Paid by EFT # 42806		09/07/2021	09/07/2021	09/17/2021		09/17/2021	99.00
12430 - Luke Rhodes	2554	Market Bucks	Paid by EFT # 42806		09/07/2021	09/07/2021	09/17/2021		09/17/2021	201.00
12422 - Kip Schlegel	2548	Market Bucks	Paid by EFT # 42816		09/07/2021	09/07/2021	09/17/2021		09/17/2021	66.00
17532 - Ralph Shatto (Poseys & Pumpkins)	2556	Market Bucks and Gift Certificates	Paid by EFT # 42819		09/07/2021	09/07/2021	09/17/2021		09/17/2021	273.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2538	Market Bucks and Gift Certificates	Paid by EFT # 42821		09/07/2021	09/07/2021	09/17/2021		09/17/2021	108.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2552	Market Bucks	Paid by EFT # 42821		09/07/2021	09/07/2021	09/17/2021		09/17/2021	63.00
6618 - James Sigman	2546	Market Bucks	Paid by EFT # 42823		09/07/2021	09/07/2021	09/17/2021		09/17/2021	126.00
5673 - Stephen Stoll	2555	Market Bucks and Gift Certificates	Paid by EFT # 42837		09/07/2021	09/07/2021	09/17/2021		09/17/2021	222.00
6623 - Twilight Dairy, LLC	2543	Market Bucks and Gift Certificates	Paid by EFT # 42849		09/07/2021	09/07/2021	09/17/2021		09/17/2021	186.00
6623 - Twilight Dairy, LLC	2559	Market Bucks and Gift Certificates	Paid by EFT # 42849		09/07/2021	09/07/2021	09/17/2021		09/17/2021	138.00
3666 - Marie Wagler	2542	Market Bucks and Gift Certificates	Paid by EFT # 42853		09/07/2021	09/07/2021	09/17/2021		09/17/2021	381.00
12424 - Daniel L Weber	2536	Market Bucks	Paid by EFT # 42854		09/07/2021	09/07/2021	09/17/2021		09/17/2021	15.00
12425 - David W Widner	2537	Market Bucks	Paid by Check # 74417		09/07/2021	09/07/2021	09/17/2021		09/17/2021	15.00



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

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										
12425 - David W Widner	2549	Market Bucks	Paid by Check # 74417		09/07/2021	09/07/2021	09/17/2021		09/17/2021	12.00
Account 47240 - EBT Market Bucks Totals										Invoice Transactions 23
										<u>\$4,002.00</u>
Account 52420 - Other Supplies										
5819 - Synchrony Bank	449485937357	18-Amazon Black Light & Rocket Helicopters Glow in the Park	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	164.95
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$164.95</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-821	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X081920 21	Paid by Check # 74358		09/01/2021	09/01/2021	09/01/2021		09/01/2021	70.34
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$70.34</u>
Program 186503 - Community Events-Farmers' Market Totals										Invoice Transactions 33
										<u>\$4,652.29</u>
Program 186506 - Performing Art Series										
Account 52420 - Other Supplies										
536 - Chris Ramsey (KingSnake Sound Company)	140582	18- speaker stand for movie sound system	Paid by EFT # 42802		09/07/2021	09/07/2021	09/17/2021		09/17/2021	101.54
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$101.54</u>
Account 53990 - Other Services and Charges										
4849 - Bruce Wilds Security, LLC	10983	18- Security for 3 1/2 hours at Switchyard Park for concert	Paid by EFT # 42688		09/07/2021	09/07/2021	09/17/2021		09/17/2021	380.00
7856 - Traveis Marks (Zion Crossroads)	001	18-60 minute opener performance-Performing Arts Series-8/13/21	Paid by EFT # 42776		09/07/2021	09/07/2021	09/17/2021		09/17/2021	200.00
7387 - Penguin Enterprises, LLC (The Chocolate Moose)	Yappy1	18- pup cup ice cream cups for June 18 dog park concert	Paid by EFT # 42796		09/07/2021	09/07/2021	09/17/2021		09/17/2021	75.00
7864 - Andrew K Pickel	164	18-75 Minute Performance-Switchyard Park-Performing Arts-9/3/21	Paid by EFT # 42798		09/07/2021	09/07/2021	09/17/2021		09/17/2021	750.00
536 - Chris Ramsey (KingSnake Sound Company)	140581	18- Audio Equipment Rental and Engineering for the Aug. 29 Conc	Paid by EFT # 42802		09/07/2021	09/07/2021	09/17/2021		09/17/2021	525.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 5
										<u>\$1,930.00</u>
Program 186506 - Performing Art Series Totals										Invoice Transactions 6
										<u>\$2,031.54</u>



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

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 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
20105 - Brandon B Chambers	082621	18-Adult Umpire	Paid by EFT # 42697		09/07/2021	09/07/2021	09/17/2021		09/17/2021	292.00
7147 - Keith E Crittenden	082621	18-Adult Umpire	Paid by EFT # 42710		09/07/2021	09/07/2021	09/17/2021		09/17/2021	332.00
17565 - Michael B Hicks (Contractual)	082921	18-Adult Umpire	Paid by EFT # 42739		09/07/2021	09/07/2021	09/17/2021		09/17/2021	394.00
7758 - Timothy R Louis	082621	18-Adult Umpire	Paid by EFT # 42774		09/07/2021	09/07/2021	09/17/2021		09/17/2021	530.00
6526 - Craig T Sparks	082221	18-TLSP Umpire	Paid by EFT # 42828		09/07/2021	09/07/2021	09/17/2021		09/17/2021	118.00
6470 - Adriann Nicole Wilson	082921	18-TLSP Umpire	Paid by EFT # 42857		09/07/2021	09/07/2021	09/17/2021		09/17/2021	320.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 6			<u>\$1,986.00</u>
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 6			<u>\$1,986.00</u>
Program 187002 - Adult Sports-Tennis										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	31.48
Account 53830 - Bank Charges Totals							Invoice Transactions 1			<u>\$31.48</u>
Program 187002 - Adult Sports-Tennis Totals							Invoice Transactions 1			<u>\$31.48</u>
Program 187006 - Adult Sports-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5969 - Coca Cola Bottling CO. Consolidated	2056207788	18-TLSP Concessions-9/8/2021	Paid by EFT # 42705		09/07/2021	09/07/2021	09/17/2021		09/17/2021	536.30
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 1			<u>\$536.30</u>
Program 187006 - Adult Sports-Concessions Totals							Invoice Transactions 1			<u>\$536.30</u>
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
19741 - Mader Design, LLC	1370	18- Rogers Family Park Design	Paid by EFT # 42775		09/07/2021	09/07/2021	09/17/2021		09/17/2021	4,000.00
19741 - Mader Design, LLC	1368	18-Site design services for WH&B Park Playground-9/1/21	Paid by EFT # 42775		09/07/2021	09/07/2021	09/17/2021		09/17/2021	6,000.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			<u>\$10,000.00</u>
Program 189000 - Operations Totals							Invoice Transactions 2			<u>\$10,000.00</u>



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

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 189003 - Operations-Open Shelters										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	237.75
Account 53830 - Bank Charges Totals							Invoice Transactions 1			<u>\$237.75</u>
Program 189003 - Operations-Open Shelters Totals							Invoice Transactions 1			<u>\$237.75</u>
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
9523 - Freedom Business Solutions, LLC	12259	18 SYP Copier Toner Cartridges	Paid by EFT # 42729		09/07/2021	09/07/2021	09/17/2021		09/17/2021	335.00
394 - Kleindorfer Hardware & Variety	690081	18 SYP Misc Items	Paid by EFT # 42767		09/07/2021	09/07/2021	09/17/2021		09/17/2021	71.02
Account 52420 - Other Supplies Totals							Invoice Transactions 2			<u>\$406.02</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	P&RBF-JULY 21	18-P&R-July 2021 Bank Fees paid in August 2021	Paid by EFT # 42646		08/31/2021	08/31/2021	08/31/2021		08/31/2021	63.73
Account 53830 - Bank Charges Totals							Invoice Transactions 1			<u>\$63.73</u>
Program 189006 - Switchyard Property Totals							Invoice Transactions 3			<u>\$469.75</u>
Program G18009 - 2018-2022 Leonard Springs Nature										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	457683598667	18-Amazon clip on multifunction backback fob LSND	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	111.84
5819 - Synchrony Bank	469433658346	18-Amazon Backpacks,Dry Erase Markers/Tool Bag LSND	Paid by EFT # 42838		09/07/2021	09/07/2021	09/17/2021		09/17/2021	250.93
Account 52420 - Other Supplies Totals							Invoice Transactions 2			<u>\$362.77</u>
Program G18009 - 2018-2022 Leonard Springs Nature Totals							Invoice Transactions 2			<u>\$362.77</u>
Department 18 - Parks & Recreation Totals							Invoice Transactions 107			<u>\$34,068.36</u>
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions 107			<u>\$34,068.36</u>
Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP										
Account 54510 - Other Capital Outlays										
32 - Cassidy Electrical Contractors, INC	25788	18-Install of dedicated 120V crct/posts: lighting @ Peoples Park	Paid by EFT # 42694		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1,575.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1			<u>\$1,575.00</u>
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals							Invoice Transactions 1			<u>\$1,575.00</u>



Board of Park & Recreation Claim Register

Invoice Date Range 08/31/21 - 09/17/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 977 - Parks 2016 GO Bond Proceeds										
Department 18 - Parks & Recreation										
Program 18016D - 2016 D Lower Cascades										
Account 54510 - Other Capital Outlays										
7059 - Eagle Ridge Civil Engineering Services, LLC	204-21	18- Cascades creek repair and trail to waterfall design	Paid by EFT # 42714		09/07/2021	09/07/2021	09/17/2021		09/17/2021	692.58
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$692.58
Program 18016D - 2016 D Lower Cascades Totals								Invoice Transactions	1	\$692.58
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA										
Account 54510 - Other Capital Outlays										
6996 - 10-S Tennis Supply (Fast Dry Corporation)	151172	18-Two Pickleball posts and nets for new courts	Paid by EFT # 42660		09/07/2021	09/07/2021	09/17/2021		09/17/2021	773.26
7074 - Highland Products Group, LLC (The Park Catalog)	310016491	18-(2) picnic tables & (3) benches for WW's Playground	Paid by EFT # 42740		09/07/2021	09/07/2021	09/17/2021		09/17/2021	3,022.56
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	2	\$3,795.82
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals								Invoice Transactions	2	\$3,795.82
Department 18 - Parks & Recreation Totals								Invoice Transactions	4	\$6,063.40
Fund 977 - Parks 2016 GO Bond Proceeds Totals								Invoice Transactions	4	\$6,063.40
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
5641 - AZTEC Engineering Group, INC	201012	18- Duke Power Line Trail Design	Paid by EFT # 42675		09/07/2021	09/07/2021	09/17/2021		09/17/2021	5,900.00
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$5,900.00
Program 18018A - 7th St Green Way, RCA Power Line Totals								Invoice Transactions	1	\$5,900.00
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
7059 - Eagle Ridge Civil Engineering Services, LLC	204-21	18- Cascades creek repair and trail to waterfall design	Paid by EFT # 42714		09/07/2021	09/07/2021	09/17/2021		09/17/2021	1,148.08
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$1,148.08
Program 18018B - Griffy Loop Trail Lower Cascades Totals								Invoice Transactions	1	\$1,148.08
Department 18 - Parks & Recreation Totals								Invoice Transactions	2	\$7,048.08
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals								Invoice Transactions	2	\$7,048.08
Grand Totals								Invoice Transactions	273	\$185,780.40

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/17/2021	Claims				185,780.40
					<u>185,780.40</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 \$ 185,780.40

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
9/24/2021	Payroll				173,542.64
					<u>173,542.64</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 173,542.64

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2021-00013239	BA	GL	08/25/2021	Budget Amendment/Project School				
G/L Date	G/L Account Number	Account Description			Description	Source	Increase Amount		Decrease Amount
08/25/2021	201-18-189000-53610	Building Repairs			Budget Amendment/Project School		9,612.00	.00	
Number of Entries: 1							9,612.00	\$.00	



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2021-00013903	BA	GL	09/07/2021	Budget Amendment				



REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2020	2020	2020	2020	2021	2021	2021	
August	Total	Actual	Expenses	% of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	<u>Budget</u>	<u>for Year</u>	<u>August</u>	<u>to date</u>	<u>Budget</u>	<u>August</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	737,200	754,943	533,098	70.61%	717,168	588,023	81.99%	10.30%
Health & Wellness	107,016	87,486	59,736	68.28%	86,927	57,476	66.12%	-3.78%
Community Relations	487,964	382,301	243,457	63.68%	498,198	223,894	48.87%	-8.04%
Aquatics	378,257	41,799	50,410	120.60%	314,868	265,651	84.37%	426.98%
Frank Southern Center	381,828	313,225	227,343	72.58%	369,516	139,141	37.66%	-38.80%
Golf Services	706,904	752,234	496,990	66.07%	720,425	466,733	64.79%	-6.09%
Natural Resources	388,562	356,217	240,280	67.45%	390,401	230,198	58.96%	-4.20%
Youth Programs	62,293	73,338	52,323	71.34%	73,773	50,983	69.11%	-2.56%
TLRC	294,799	286,735	195,600	68.22%	278,629	186,272	66.85%	-4.77%
Community Events	405,346	416,547	291,431	69.96%	418,379	274,954	65.72%	-5.65%
Adult Sports	286,511	191,953	143,059	74.53%	244,078	159,546	65.37%	11.52%
Youth Sports	295,022	229,703	177,469	77.26%	231,548	163,712	70.70%	-7.75%
BBCC	444,450	309,347	217,803	70.41%	419,321	248,584	59.28%	14.13%
Inclusive Recreation	86,491	89,526	71,423	79.78%	89,535	53,997	60.31%	-24.40%
Operations	1,979,870	1,803,531	1,233,861	68.41%	1,865,916	1,149,261	61.59%	-6.86%
Switchyard Property	256,821	200,725	110,098	54.85%	410,662	211,905	51.60%	92.47%
Landscaping	613,368	514,742	348,728	67.75%	654,879	336,300	51.35%	-3.56%
Cemeteries	211,863	180,755	119,679	66.21%	214,404	130,958	61.08%	9.42%
Urban Forestry	514,292	378,572	230,116	60.79%	501,313	236,099	47.10%	2.60%
Recover Forward	50,000	50,000	0	0.00%	0	0	0.00%	0.00%
General Fund total:	7,901,657	7,413,677	5,042,903	68.02%	8,499,941	5,173,689	60.87%	2.59%
Non-Reverting Fund								
Administration	14,650	13,277	17,243	129.88%	18,550	5,146	27.74%	-70.16%
Health & Wellness	1,650	18,293	139	0.76%	2,450	2,225	90.83%	1498.03%
Community Relations	5,350	7,824	2,660	34.00%	5,350	530	9.91%	-80.07%
Aquatics	81,959	79,918	35,428	44.33%	55,544	56,399	101.54%	59.20%
Frank Southern Center	86,859	100,685	41,943	41.66%	87,669	39,856	45.46%	-4.97%
Golf Services	168,852	142,148	102,533	72.13%	126,758	110,099	86.86%	7.38%
Natural Resources	65,429	23,982	15,014	62.61%	70,610	36,206	51.28%	141.14%
Youth Programs	238,025	99,238	31,343	31.58%	214,782	53,650	24.98%	71.17%
*TLRC - day to day	570,919	447,049	508,089	113.65%	633,489	510,518	80.59%	0.48%
Community Events	250,680	188,015	146,405	77.87%	216,119	90,481	41.87%	-38.20%
Adult Sports	140,331	72,275	34,385	47.58%	135,504	75,019	55.36%	118.17%
Youth Sports	9,482	54,592	6,084	11.15%	9,578	28,597	298.58%	370.01%
BBCC	41,962	19,493	700	3.59%	2,560	2,730	106.64%	290.27%
Childcare Program	0	1,399	3,216	0.00%	0	0	0.00%	0.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	42,610	21,991	1,635	7.44%	46,110	57,720	125.18%	3429.35%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,577	41,870	30,591	73.06%	27,672	49,160	177.65%	60.70%
Landscaping (CCC P	6,150	0	0	0.00%	0	197	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	0	940	0	0.00%	6,350	600	9.46%	0.00%
N-R Fund subtotal:	1,752,484	1,332,989	977,409	73.32%	1,659,093	1,119,135	67.45%	14.50%
TLRC - bond	482,000	481,738	239,044	49.62%	474,100	236,306	49.84%	-1.15%
N-R Fund total:	2,234,484	1,814,726	1,216,453	67.03%	2,133,193	1,355,442	63.54%	11.43%

Other Misc Funds								
15-16 MCCSC 21st C	884				884			
16-17 MCCS 21st com I								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn	9,208	14,269			2,079			
20-21 MCCSC 21st Com Learn					14,467			
Community Banneker Bus	39,995							
G14006 Out-of School Prg.								
G15008 Summer Foc	11,115	33,346	20,097		11,115	12,898		
G15009 Nature Days S/Star								
Griffy Lake Nature Day	14,269	0			2,237			
Wapehani I-69 Mitigation								
Leonard Springs Nature		0			3,073			
Banneker Nature Day	3,659	1,053			3,109			
NRPA Nutrition Hub	0				5,345			
Kaboom Play								
Youth & Adolescent Phy Act	9,936	0			8,004			
Goat Farm								
Giffy LARE	6,300	6,383			4,299			
Deer Cull	25,000	25,000						
Banneker ROI	177,541	133,898			13,979			
Other Misc Funds total:	21,935	106,778	200,701	187.96%	11,999	69,488		
TOTAL ALL FUNDS	10,158,076	9,335,181	6,460,057	69.20%	10,645,134	6,598,619	61.99%	2.14%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues August 2021								
	2020	2020	2020	2020	2021	2021	2021	
	Projected	Actual	Revenue	% of Rev.	Projected	Revenue	% of Rev.	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	<u>for year</u>	<u>August</u>	<u>to date</u>	<u>for year</u>	<u>August</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,513,025	7,175,967	3,531,776	49.22%	6,540,158	4,482,467	68.54%	100.00%
Administration	500	28,131	0	0.00%	500	388	77.68%	100.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	186,000	0	0	0.00%	186,600	165,755	88.83%	100.00%
Frank Southern	199,300	123,312	98,291	79.71%	215,100	10,734	4.99%	-89.08%
Golf Services	599,500	682,689	464,194	67.99%	572,000	646,798	113.08%	39.34%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	12,165	914	1,905	14.05%	12,900	3,230	25.04%	69.55%
Adult Sports	54,000	13,563	13,563	100.00%	48,500	30,600	63.09%	125.62%
Youth Sports	30,500	10,828	239	2.21%	39,800	15,734	39.53%	6482.59%
BBCC	15,000	6,027	2,665	44.23%	15,000	12,613	84.08%	373.22%
Operations	0	85	85	100.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	32,525	47,750	28,375	59.42%	28,150	33,225	118.03%	17.09%
Urban Forestry	0	0	0	0.00%	0	0	0.00%	0.00%
Recover Forward	0	50,000	0	0.00%	0	0	0.00%	0.00%
Subtotal Program Rev	1,129,490	963,298	609,316	63.25%	1,118,550	919,077	82.17%	50.84%
General Fund Total	7,642,515	8,139,265	4,141,092	50.88%	7,658,708	5,401,543	70.53%	30.44%
Non-Reverting Fund								
Administration	35,600	16,415	13,803	84.09%	35,600	7,730	21.71%	-43.99%
Health & Wellness	3,915	23,764	63	0.27%	3,250	2,668	82.09%	0.00%
Community Relations	5,400	8,089	2,000	24.72%	5,400	1,632	30.22%	-18.41%
Aquatics	86,301	2,692	2,512	93.31%	85,503	84,854	99.24%	3277.96%
Frank Southern	123,300	55,031	24,948	45.34%	102,200	-9,377	-9.17%	-137.58%
Golf Services	156,500	160,799	107,130	66.62%	149,300	160,794	107.70%	50.09%
Natural Resources	70,000	61,656	51,680	83.82%	71,400	47,064	65.92%	-8.93%
Youth Programs	246,740	116,867	115,393	98.74%	246,740	134,933	54.69%	16.93%
*TLRC -Operational	1,065,974	451,170	287,673	63.76%	730,428	329,275	45.08%	14.46%
Community Events	200,311	93,604	80,232	85.71%	192,459	110,098	57.21%	37.22%
Adult Sports	143,500	39,589	37,970	95.91%	138,300	80,256	58.03%	111.37%
Youth Sports	4,002	1,344	-2	-0.15%	3,502	3,609	103.07%	0.00%
BBCC	7,600	19,524	13,274	67.98%	7,600	9,128	120.11%	-31.23%
Operations	64,800	38,706	26,038	67.27%	68,900	97,624	141.69%	274.93%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	12,500	27,491	14,214	51.70%	31,500	27,047	85.86%	90.29%
Landscaping	0	750	750	100.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	7,900	4,300	54.43%	9,500	7,200	75.79%	67.44%
N-R Fund subtotal:	2,236,343	1,125,393	781,978	69.48%	1,881,982	1,094,536	58.16%	39.97%
Other Misc Funds								

G-17-18 MCCSC 21st Com	14,210				30,000			
G18-19 MCCSC 21st Com	30,000				30,000			
G19-20 MCCSC 21st Com	30,000	18,679	12,352		14,210			
G20-21 MCCSC 21st		2,881				13,840		
G14009 Summer Food Grant	27,864	33,346	33,346		27,864	11,631		
Communit Banneker Bus	45,000	39,995			45,000			
Kaboom Play Everywhere								
NRPA Nutrition Hub		40,000	40,000			35,000		
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt		14,993	14,993			2,800		
G15008 Leonard Spring								
G15009 Griffy Nature Days		4,239	4,239			2,231		
(902) Rose Hill Trust		286	247			80		
Banneker ROI		157,379						
Banneker Nature Days		3,659	4,860			4,860		
Yth & Adolescent Phy Act	8,000				8,000	6,341		
Nature Days Star								
2019 Deer Cull IN DNR CHAP		25,000	25,000		25,000	25,000		
Other Misc Funds total:	155,074	340,458	135,038		180,074	101,783		
TOTAL ALL FUNDS	10,033,932	9,605,116	5,058,108	52.66%	9,720,764	6,597,862	67.87%	30.44%

	Non-Reverting Cash Balances	1	2	3	4	5	6	7
		Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
		Balance	as of	Misc.	as of	from	Revenue	Balance
		1/1/2021	8/31/2021	revenue	8/31/2021	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	263,161.73	7,730.48		5,145.74		2,584.74	265,746.47
181001	Health & Wellness	14,884.91	2,668.00		2,225.42		442.58	15,327.49
181100	Community Relations	34,679.89	1,631.89		530.15		1,101.74	35,781.63
182001	Aquatics	311,829.23	84,854.28		56,399.32		28,454.96	340,284.19
182500	Frank Southern Center	145,619.91	(9,376.69)		39,856.46		(49,233.15)	96,386.76
183500	Golf Course	162,151.68	160,793.66		110,099.00		50,694.66	212,846.34
184000	Natural Resources	329,236.85	47,064.07		36,205.72		10,858.35	340,095.20
184500	Allison Jukebox	290,192.83	134,933.05		53,650.33		81,282.72	371,475.55
185000	TLRC	(2,235,133.79)	269,108.51		746,824.09		(477,715.58)	(2,712,849.37)
185009	TLRC Reserve	631,401.59	60,166.70		0.00		60,166.70	691,568.29
186500	Community Events	543,891.59	110,097.61		90,480.90		19,616.71	563,508.30
187001	Adult Sports	2,251.34	80,255.51		75,019.36		5,236.15	7,487.49
187202	Youth Sports	6,198.34	3,609.46		28,597.21		(24,987.75)	(18,789.41)
187209	Skate Park	575.42	0		0.00		0.00	575.42
187500	Benjamin Banneker Comm Center	64,551.43	9,128.46		2,730.05		6,398.41	70,949.84
	Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
189000	Operations	194,525.72	97,623.79		57,720.33		39,903.46	234,429.18
189005	Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
**189006	Switchyard Property	223,929.49	27,047.45		49,160.04		(22,112.59)	201,816.90
189500	Landscaping	13,454.36	0.00		197.12		(197.12)	13,257.24
189501	Cemeteries	1,497.00			0.00		0.00	1,497.00
189503	Urban Forestry	28,477.22	7,200.00		600.49		6,599.51	35,076.73
10002.01	Change Fund	0.00	0.00		0.00		0.00	0.00
201-24105	Deposits	0.00	0.00		0.00		0.00	0.00
	TOTALS	1,031,971.50	1,094,536.23	0.00	1,355,441.73	0.00	(260,905.50)	771,066.00

* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds

** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.

(260,905.50)
**INCREASE/DECREASE
FOR THE CURRENT**

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
08/02/2021	1895777	FR Refunded Via Refunded To:	SHELT_WINSP_ Visa/MasterCard/Discover Jessey Mcbee 6280 East State Road 45 Bloomington, IN 47408	Winslow Woods Shelter on 08/07/202	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jessey Mcbee 6280 East State Road 45 Bloomington, IN 47408	71.00	0.00	71.00
08/02/2021	1895856	AR Refunded Via Refunded To:	240007_A Visa/MasterCard/Discover Nan Rockey 1841 S. Oakdale Dr. Bloomington, IN 47403	Mushroom Foray (240007-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Nan Rockey 1841 S. Oakdale Dr. Bloomington, IN 47403	5.00	0.00	5.00
08/02/2021	1895858	AR Refunded Via Refunded To:	240007_A Visa/MasterCard/Discover Amanda Bookwalter 1102 N. Woodburn Ave Bloomington, IN 47404	Mushroom Foray (240007-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Amanda Bookwalter 1102 N. Woodburn Ave Bloomington, IN 47404	5.00	0.00	5.00
08/02/2021	1895858	AR Refunded Via Refunded To:	240007_A Visa/MasterCard/Discover Amanda Bookwalter 1102 N. Woodburn Ave Bloomington, IN 47404	Mushroom Foray (240007-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Amanda Bookwalter 1102 N. Woodburn Ave Bloomington, IN 47404	5.00	0.00	5.00
08/02/2021	1895858	AR Refunded Via Refunded To:	240007_A Visa/MasterCard/Discover Amanda Bookwalter 1102 N. Woodburn Ave Bloomington, IN 47404	Mushroom Foray (240007-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Amanda Bookwalter 1102 N. Woodburn Ave Bloomington, IN 47404	5.00	0.00	5.00
08/02/2021	1895858	AR Refunded Via Refunded To:	240007_A Visa/MasterCard/Discover Amanda Bookwalter 1102 N. Woodburn Ave Bloomington, IN 47404	Mushroom Foray (240007-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Amanda Bookwalter 1102 N. Woodburn Ave Bloomington, IN 47404	5.00	0.00	5.00
08/02/2021	1895858	AR Refunded Via Refunded To:	240007_A Visa/MasterCard/Discover Amanda Bookwalter 1102 N. Woodburn Ave Bloomington, IN 47404	Mushroom Foray (240007-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Amanda Bookwalter 1102 N. Woodburn Ave Bloomington, IN 47404	5.00	0.00	5.00
08/02/2021	1895859	AR Refunded Via Refunded To:	240007_A Visa/MasterCard/Discover Linley Carpenter 8099 South Breeden Road Bloomington, IN 47403	Mushroom Foray (240007-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Linley Carpenter 8099 South Breeden Road Bloomington, IN 47403	5.00	0.00	5.00

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
08/02/2021	1895859	AR Refunded Via Refunded To:	240007_A Visa/MasterCard/Discover Linley Carpenter 8099 South Breeden Road Bloomington, IN 47403	Mushroom Foray (240007-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Linley Carpenter 8099 South Breeden Road Bloomington, IN 47403	5.00	0.00	5.00
08/02/2021	1895862	AR Refunded Via Refunded To:	240007_A Visa/MasterCard/Discover Allison Denny 4529 Illinois Avenue NW Washington, DC 20011	Mushroom Foray (240007-A)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Allison Denny 4529 Illinois Avenue NW Washington, DC 20011	5.00	0.00	5.00
08/03/2021	1896227	LS Refunded Via Refunded To:	SBF21LEG Visa/MasterCard/Discover Chelsey (Team) Eads 8010 W. Chafin Chapel Road Ellettsville, IN 47429	2021 Fall Adult Softball League	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Chelsey (Team) Eads 8010 W. Chafin Chapel Road Ellettsville, IN 47429	100.00	0.00	100.00
08/04/2021	1896713	FR Refunded Via Refunded To:	SHELT_CASPK_ Visa/MasterCard/Discover Heather Ormiston 2808 E. Winston St. Bloomington, IN 47401	Sycamore Shelter on 08/18/2021 at	Refund Now Drawer: Cur HH Info:	MCGLOTHB 5 Heather Ormiston 2808 E. Winston St. Bloomington, IN 47401	76.00	0.00	76.00
08/09/2021	1899559	FR Refunded Via Refunded To:	COURT_TLRC_c Visa/MasterCard/Discover Shannon Lehr 938 S Meadowbrook Drive Bloomington, IN 47401	Court 2 on 08/06/2021 at 6:00pm to	Refund Now Drawer: Cur HH Info:	grabowsm 6 Shannon Lehr 938 S Meadowbrook Drive Bloomington, IN 47401	60.00	0.00	60.00
08/09/2021	1899646	FR Refunded Via Refunded To:	SHELT_BRYPK_ Visa/MasterCard/Discover Bloomington's Breast Cancer Awareness Walk 3223 Hurstbourne Springs Dr. Louisville, KY 40220	Bryan Woodlawn on 10/02/2021 at 6:	Refund Now Drawer: Cur HH Info:	HALTI 3 Barbara Joseph 3223 Hurstbourne Springs Dr. Louisville, KY 40220	81.00	0.00	81.00
08/12/2021	1901091	AR	240002_D	Night Paddle (240002-D)	Refund Now	grabowsm	8.00	0.00	8.00

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
		Refunded Via Refunded To:	Visa/MasterCard/Discover kimberly carson 930 N Smith Road Bloomington, IN 47408		Drawer: Cur HH Info:	6 kimberly carson 930 N Smith Road Bloomington, IN 47408			
08/12/2021	1901093	AR Refunded Via Refunded To:	240010_C Visa/MasterCard/Discover Sarah Erb 8750 Midview Dr. Unionville, IN 47468	SUP Yoga Introduction (240010-C)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Sarah Erb 8750 Midview Dr. Unionville, IN 47468	20.00	0.00	20.00
08/12/2021	1901289	FR Refunded Via Refunded To:	SHELT_CASPK_ Visa/MasterCard/Discover Susan Towle 621 Gordon Pike Bloomington, IN 47403	Lion's Den Shelter on 09/19/2021 at	Refund Now Drawer: Cur HH Info:	grabowsm 6 Susan Towle 621 Gordon Pike Bloomington, IN 47403	81.00	0.00	81.00
08/12/2021	1901321	FR Refunded Via Refunded To:	COURT_TLRC_c Visa/MasterCard/Discover Shannon Lehr 938 S Meadowbrook Drive Bloomington, IN 47401	Court 2 on 08/13/2021 at 5:30pm to	Refund Now Drawer: Cur HH Info:	grabowsm 6 Shannon Lehr 938 S Meadowbrook Drive Bloomington, IN 47401	60.00	0.00	60.00
08/12/2021	1901321	FR Refunded Via Refunded To:	COURT_TLRC_c Visa/MasterCard/Discover Shannon Lehr 938 S Meadowbrook Drive Bloomington, IN 47401	Court 2 on 08/20/2021 at 5:30pm to	Refund Now Drawer: Cur HH Info:	grabowsm 6 Shannon Lehr 938 S Meadowbrook Drive Bloomington, IN 47401	60.00	0.00	60.00
08/12/2021	1901321	FR Refunded Via Refunded To:	COURT_TLRC_c Visa/MasterCard/Discover Shannon Lehr 938 S Meadowbrook Drive Bloomington, IN 47401	Court 2 on 08/27/2021 at 5:30pm to	Refund Now Drawer: Cur HH Info:	grabowsm 6 Shannon Lehr 938 S Meadowbrook Drive Bloomington, IN 47401	60.00	0.00	60.00
08/12/2021	1901375	PSS Refunded Via Refunded To:	5903 Visa/MasterCard/Discover Brandy Daffron 750 Daniels Way Bloomington, IN 47404	Switch Yard Park Pavilion (5903)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Brandy Daffron 750 Daniels Way Bloomington, IN 47404	250.00	0.00	250.00

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
08/16/2021	1903309	FR Refunded Via Refunded To:	SHELT_BRYPK_ Visa/MasterCard/Discover IU Folklore & Ethnomusicology 1106 E Cobblefield Ct Bloomington, IN 47401	Bryan Woodlawn on 09/10/2021 at 6:	Refund Now Drawer: Cur HH Info:	grabowsm 6 Ahmet Onur Alakavuklar 1106 E Cobblefield Ct Bloomington, IN 47401	66.00	0.00	66.00
08/17/2021	1904074	AR Refunded Via Refunded To:	350301_B Visa/MasterCard/Discover phyllis keeling 397 horseshoe In bedford, IN 47421	Age 7-9 (350301-B)	Refund Now Drawer: Cur HH Info:	grabowsm 6 phyllis keeling 397 horseshoe In bedford, IN 47421	75.00	0.00	75.00
08/23/2021	1907475	FR Refunded Via Refunded To:	SHELT_BRYPK_ Visa/MasterCard/Discover Susan Dabkowski 4225 N Emma Dr Bloomington, IN 47404	Bryan Woodlawn on 09/05/2021 at 6:	Refund Now Drawer: Cur HH Info:	grabowsm 6 Susan Dabkowski 4225 N Emma Dr Bloomington, IN 47404	81.00	0.00	81.00
08/24/2021	1908260	FR Refunded Via Refunded To:	SHELT_THMPK_ Visa/MasterCard/Discover Kimberly Rosvall 812 S. Fess Ave Bloomington, IN 47401	RCA Group Shelter on 09/11/2021 at	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Kimberly Rosvall 812 S. Fess Ave Bloomington, IN 47401	71.00	0.00	71.00
08/25/2021	1908854	FR Refunded Via Refunded To:	SHELT_BRYPK_ Visa/MasterCard/Discover Joseph Scales 3254 Ho'olulu Street , 96815	Bryan North Shelter on 09/11/2021 at	Refund Now Drawer: Cur HH Info:	MCGLOTHB 5 Joseph Scales 3254 Ho'olulu Street , 96815	56.00	0.00	56.00
08/25/2021	1908857	FR Refunded Via Refunded To:	SHELT_BRYPK_ Visa/MasterCard/Discover Joseph Scales 3254 Ho'olulu Street , 96815	Bryan North Shelter on 09/12/2021 at	Refund Now Drawer: Cur HH Info:	MCGLOTHB 5 Joseph Scales 3254 Ho'olulu Street , 96815	56.00	0.00	56.00

RecTrac

Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
08/26/2021	1909182	FR Refunded Via Refunded To:	SHELT_CASPK_ Visa/MasterCard/Discover United Methodist 500 N. Walnut, #306 Bloomington, IN 47404	Sycamore Shelter on 09/26/2021 at	Refund Now Drawer: Cur HH Info:	MCGLOTHB 5 Philip Amerson 500 N. Walnut, #306 Bloomington, IN 47404	91.00	0.00	91.00

Report Summary Totals

Total Refund Records:	27
Total Fees Refunded:	1,463.00
Total Tax Refunded:	0.00
Total Amount Refunded:	1,463.00

RecTrac
Refund Detail Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

Output Template:	VSI - Refund Detail Report
Output Type:	Detail
Sort Option:	SARefund_CancelDate,SAREFUND_ReceiptNumber,SARefund_CashDrawer,SAREFUND_Module,SAHouseho
Preview Report:	yes
PDF:	Yes
Print Selection Criteria:	Yes
CSV Summary Option:	Raw Data

REPORT SPECIFIC CRITERIA

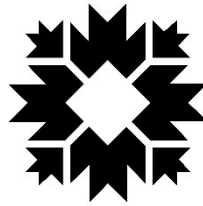
Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	08/01/2021 - Actual Date 08/01/2021
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	08/31/2021 - Actual Date 08/31/2021
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:	7

Bloomington Parks and Recreation Surplus Declaration Form

Sep-21

Sep-21

[illegible]



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-7
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: September 28, 2021
SUBJECT: AMENDMENT to Service Agreement with Pursell Monument

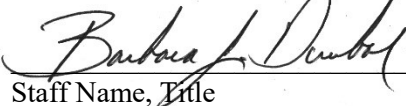
Recommendation

Staff recommends approval of this Amendment to the Service Agreement approved earlier in the year at the February 23 meeting of the Board of Park Commissioners. This is a Service Agreement with Pursell Monument for headstone and monument repairs at Rose Hill and White Oak Cemeteries. Funding source: 200-18-189501-53990. Amount not to exceed \$3,400.

Background

This amendment increases the original amount of compensation of \$2,500 to \$3,400 – a \$900 increase. Budget funds have allowed the Department to increase the compensation amount which will allow for additional headstone repairs.

RESPECTFULLY SUBMITTED,



Staff Name, Title

**AMMENDMENT
TO
SERVICE AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
PURSELL MONUMNET (Ronnie Gene Pursell)
Entered in this 28th day of September, 2021**

WHEREAS, on February 23, 2021, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into a Service Agreement with Pursell Monument, Ronnie Gene Pursell, (“Contractor”) to provide headstone and monument repairs in Rose Hill and White Oak Cemetery; and

WHEREAS, the Department wishes to increase the compensation amount to allow the Contractor to make the maximum number of headstone improvements that Department funds will allow; and

WHEREAS, increasing the number of headstone improvements will cause the compensation amount to increased by Nine Hundred Dollars (\$900); and

WHEREAS, the Contractor is in agreement with said changes and the compensation; and

WHEREAS, pursuant to Article 23 of said Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

Article 4. Compensation: The Department shall pay Contractor for the Services, for all fees and expenses in an amount not to exceed Three Thousand Four Hundred Dollars (\$3,400.00).

Any other modification to said Agreement shall be in writing per Article 23 of the Agreement.

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

CITY OF BLOOMINGTON

Pursell Monument

Paula McDevitt, Director
Parks and Recreation Department

Ronnie Gene Pursell

Kathleen Mills, Park Board President
Board of Park Commissioners

Title of Contractor Representative

Philippa M. Guthrie, Corporation Counsel



CONTRACT COVER MEMORANDUM

TO: Philippa Guthrie, Corporation Counsel
FROM: Paula McDevitt, Administrator
DATE: February 10, 2021
RE: SERVICE AGREEMENT WITH RONNIE GENE PURSELL

Contract Recipient/Vendor Name:	Ronnie Gene Pursell
Department Head Initials of Approval:	PM
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Tim Street, Operations Division Director
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Daniel Dixon
Record Destruction Date: <i>(Legal to fill in)</i>	2032
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	21-063
Due Date For Signature:	February 19, 2021
Expiration Date of Contract:	December 31, 2021
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$2500.00
Funding Source:	200-18-189501-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	8303
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

Ronnie Gene Pursell (Pursell Monuments) has been repairing headstones and monuments at Rose Hill and White Oak Cemeteries for several years. His staff have consistently provided professional service and high quality results on complicated repairs. The purpose of this Service Agreement is to provide headstone and monument maintenance on an as-needed basis during 2021.

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CONTRACTOR**

This Agreement, entered into on this 23 day of February 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Ronnie Gene Pursell ("Contractor").

Article 1. Scope of Services Contractor shall provide headstone and monument repairs in Rose Hill and White Oak Cemetery ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks, City Landscaper, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, City Landscaper, 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: Between March, 1, 2021 and December 31, 2021. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall

stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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


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

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:
Department: City of Bloomington Parks and Recreation Department, Attn: Joanna Sparks, City Landscaper, 401 N. Morton, Bloomington, IN 47402. Contractor: Ronnie Gene Pursell, 2103 South Kirby Road, Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.


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

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

CITY OF BLOOMINGTON

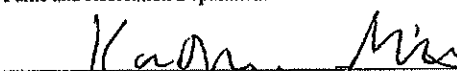

Philippa M. Guttorf, Corporation Counsel

RONNIE GENE PURSELL


Ronnie Gene Pursell, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION


Paula McDavitt, Director
Parks and Recreation Department


Kathleen Mills, President
Board of Park Commissioners

3-17-21
Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
COUNTY OF Monroe)SS:

AFFIDAVIT

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

1. The undersigned is the Owner of Pursell Monument
(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.

Ronnie Pursell
Signature
RONNIE PURSELL
Printed Name

STATE OF INDIANA)
COUNTY OF Monroe)SS:

Before me, a Notary Public in and for said County and State, personally appeared Ron Pursell and acknowledged the execution of the foregoing this 17 day of March, 2021.

Barbara J. Dunbar My Commission Expires: 6/26/24
Notary Public's Signature Comm. #: 085308
Barbara J. Dunbar County of Residence: Monroe
Printed Name of Notary Public

EXHIBIT B

STATE OF IN)
COUNTY OF Monroe) SS:

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 17 day of March, 2021.

Ronnie Gene Pursell

By:

Ronnie Gene Pursell
RONNIE GENE PURSELL

STATE OF IN)
COUNTY OF Monroe) SS:

Before me, a Notary Public in and for said County and State, personally appeared Ron Pursell and acknowledged the execution of the foregoing this 17 day of March, 2020.

Notary Public's Signature

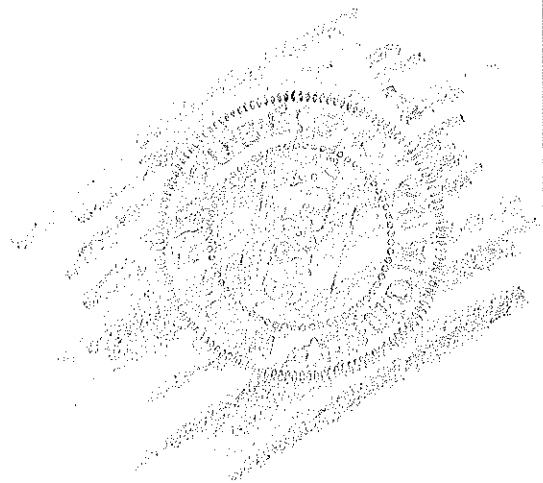
Barbara J Dunbar
Printed Name of Notary Public

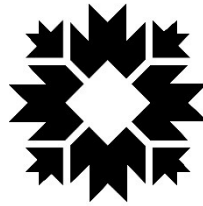
My Commission Expires:

6/26/24
Comm. #: 1085308

County of Residence:

Monroe





CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-8
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: September 28, 2021
SUBJECT: EarthKeepers Addendum

Recommendation

Staff recommends approval of this addendum to the partnership agreement with EarthKeepers to add an additional compost collection bin at Park Ridge East.

Background

The original partnership agreement from earlier this year specified compost bins could be added at Switchyard Park and Bryan Park. Both parties mutually agree to add one at Park Ridge East at the request of the neighborhood association and to amend the original agreement to allow for additional changes to locations by mutual written consent.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
GREEN CAMINO INC. (DBA EARTHKEEPERS)
FOR**

ADDITIONAL COMPOST DROP-OFF BINS
(Entered in this ____ day of _____, 2021)

WHEREAS, in June 2021 the City of Bloomington Department of Parks and Recreation (the “Department”) and Green Camino Inc. dba EarthKeepers (“Contractor”) entered into an Agreement to manage compost drop-off bins in parks; and

WHEREAS, the Department wishes to add additional compost drop-off bin locations; and

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

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

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

Article 1. Scope of Services: Contractor will provide an additional compost drop-off bin at Park Ridge East Park. The care and maintenance of this new compost bin follow the same process outlined in the original agreement, and any issues or concerns about this location will be coordinated through Tim Street, Operations Director. Additionally, the number and location of compost bins in parks may be altered with written agreement of both parties until the agreement renewal date.

Article 4. Compensation: This addendum has no effect on compensation between parties.

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

CITY OF BLOOMINGTON

GREEN CAMINO INC DBA EARTHKEEPERS

Paula McDevitt, Director
Parks and Recreation Department

Andrea I Conway, CEO EarthKeepers

Kathleen Mills, Park Board President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel



CONTRACT COVER MEMORANDUM

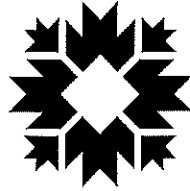
TO: Philippa Guthrie, Corporation Counsel
FROM: Paula McDevitt, Administrator
DATE: June 22, 2021
RE: EarthKeepers Compost Drop-Off Bins in Parks

Contract Recipient/Vendor Name:	Green Camino Inc. dba EarthKeepers
Department Head Initials of Approval:	PM
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Daniel Dixon
Record Destruction Date: <i>(Legal to fill in)</i>	2032
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	21-266
Due Date For Signature:	Friday Before Park Board Meeting: 6/18/21
Expiration Date of Contract:	12/31/22
Renewal Date for Contract:	n/a
Total Dollar Amount of Contract:	\$0
Funding Source:	n/a
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	6515
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	n/a
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	n/a

Summary of Contract:

This partnership agreement with EarthKeepers will allow the green waste company to place two of their compost collection bins in city parks – one at Switchyard Park and one at Bryan Park. EarthKeepers subscribers will be able to use their access codes to drop off compost in these bins, and EarthKeepers will be responsible for the cleanliness and maintenance of these bins. Other city departments are also pursuing compost drop-off bins from EarthKeepers at other city sites. Providing compost drop-off sites helps divert

waste from landfills and improves the city's sustainability in keeping with goals outlined in the Climate Action Plan.



CITY OF BLOOMINGTON
Parks and Recreation

**PARTNERSHIP AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
EARTHKEEPERS COMPOST
FOR
COMPOST DROP-OFF BINS IN PARKS**

Partner(s):

This Agreement is made and entered into this 22 day of June 2021, by and between the City of Bloomington Parks and Recreation Department ("BPRD") and, Green Camino, Inc. dba EarthKeepers ("EarthKeepers").

WHEREAS, BPRD and EarthKeepers desire to partner to create compost drop-off stations in two public parks; and

WHEREAS, EarthKeepers is a locally business that supplies compost services through drop-off locations for subscribers; and

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for EarthKeepers to operate two compost drop-off stations in BPRD parks for their subscribers.

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until December 31, 2022 unless terminated earlier as provided under Article 7.0.

3.1 Bloomington Parks & Recreation:

The goal of BPRD is to provide well maintained parks for the community while supporting projects that align with city values and plans, including the Climate Action Plan.

3.2 BPRD agrees to:

1. Allow two EarthKeepers compost drop-off bins to be maintained in public parks: one at Bryan Park and one at Switchyard Park.
2. Provide an on-site orientation to a representative from EarthKeepers, during which the exact placement of the compost drop-off bins will be determined and standard park operating rules will be reviewed.

4.1 EarthKeepers:

The goal of EarthKeepers is to provide a subscription compost drop-off service to customers.

4.2 EarthKeepers agrees to:

1. Provide the compost drop-off bins and all related materials necessary to operate them for EarthKeepers' subscribers.
2. Keep compost bins clean and ensure immediate area remains free of debris, including food waste and compost.
3. Service compost drop-off bins at least once weekly to remove all accumulated compost, as well as inspecting to assess capacity and condition.
4. Post appropriate signage about the compost drop-off bins and the subscription service.
5. Be responsible for the drop-off, placement, and pick-up of all bins and related supplies.
6. Contact the Switchyard Park General Manager with any issues with the compost bins or changes to service schedules and to report any problems with the park or service.

5.0 Terms Mutually Agreed To By All Partners to This Agreement.

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between EarthKeepers and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect

the commitment of all parties to quality services and customer satisfaction.

- 5.3 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.

6.1 Notice:

- 6.2 Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

EarthKeepers

Andrea I Conway, CEO
5285 E State Road 45
Bloomington, IN, 47408
(812) 269 2280
(812) 650 2144

BPRD

Tim Street
401 N Morton St, Suite 250
Bloomington, IN 47404
(812) 349-3706

7.0 Termination

- 7.1 Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2021, by mutual written agreement.
- 7.2 Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.
- 7.3 The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify EarthKeepers of any such termination and the reasons therefore in writing.

8.0 E-Verify

- 8.1 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 B, affirming that Contractor does not knowingly employ an unauthorized alien.

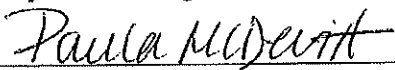
Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify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

9.0 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.

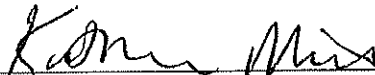
IN WITNESS WHEREOF, the partners have signed this Agreement on the date first set forth.

City of Bloomington Parks & Recreation


Paula McDevitt, Director BPRD

Green Cammo, Inc. dba EarthKeepers


Andrea I Conway, CEO EarthKeepers


Kathleen Mills, President
Board of Park Commissioners

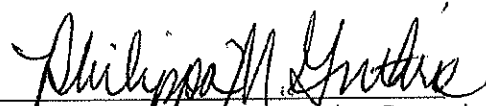

Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
E-VERIFY AFFIDAVIT

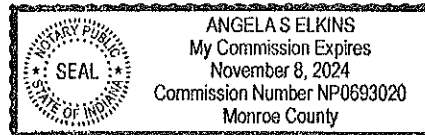
STATE OF INDIANA)
COUNTY OF Monroe)SS:
AFFIDAVIT

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

1. The undersigned is the President of Green Camino, Inc
(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.

Andrea I Conway
Signature

Andrea I Conway
Printed Name



STATE OF INDIANA)
COUNTY OF Monroe)SS:

Before me, a Notary Public in and for said County and State, personally appeared Andrea I Conway and acknowledged the execution of the foregoing this 25th day of June, 2021.

Angela S Elkins My Commission Expires: 11-08-2024
Notary Public's Signature

Angela S Elkins County of Residence: Monroe
Printed Name of Notary Public



STAFF REPORT

Agenda Item: A-9
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler, Switchyard Park General Manager
DATE: September 28, 2021
SUBJECT: AGREEMENT WITH HUNGER SKATEPARKS FOR WORK AT SWITCHYARD SKATEPARK

Recommendation

Staff recommends approval of the agreement with Hunger Skateparks for \$4,855 to

- 1) Remove organic matter and install crushed stone
- 2) Dowel into existing slabs and steel reinforcement
- 3) Place concrete and finish in designated areas at the Switchyard Park Skatepark

Funding Source: Switchyard Consolidated TIF

Background

Currently whenever there is a rain, water carries organic matter from some landscaping areas into the skatepark bowls. The organic matter clogs the drains and causes water to back up and fill the bowls. Park staff then have to clear the drains before skaters are able to use the facility.

Removing these landscape areas and replacing with concrete will result in improved availability of the facility for skaters and a reduction in workload for Park staff.

RESPECTFULLY SUBMITTED,

Hsiung Marler, Switchyard Park General Manager

2021-January

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CONTRACTOR**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and _____ ("Contractor").

Article 1. Scope of Services Contractor shall provide 1) remove organic matter and install crushed stone, 2) dowel into existing slabs and steel reinforcement, and 3) place concrete and finish in designated areas at the Switchyard Park Skatepark. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hsiung Marler as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed four thousand, eight hundred, fifty five dollars and no cents (\$4,855). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email at marlerh@bloomington.in.gov. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: October 1 and October 31, weather dependent. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees

and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, **Attn: Hsiung Marler, 401 N. Morton, Bloomington, IN 47402. Contractor: Hunger Skateparks.** 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

Philippa M. Guthrie, Corporation Counsel

HUNGER SKATEPARKS

Christy Weezer, Director

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2021.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Hunger Skateparks

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 _____, 2021.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-10
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: September 28th, 2021
SUBJECT: SERVICE AGREEMENT AND PROGRAM PARTNERSHIP FOR BUG
FEST 2021

Recommendation

Staff recommends approval of this service agreement and program partnership. There will be no exchange of funds.

Background

For nine years, the Bloomington Parks and Recreation Department has partnered with the Monroe County Parks and Recreation Department ("MCPRD"), the WonderLab Science Museum ("WSM"), Purdue Extension-Monroe County ("PEMC"), and Hilltop Gardens at Indiana University ("IUHG") 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.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Swift", is written over a horizontal line. The signature is fluid and cursive.

Rebecca Swift, Natural Resources Coordinator



**COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP
FOR
BUG FEST 2021**

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2021, by and between the Bloomington Parks and Recreation Department ("BPRD"), the Monroe County Parks and Recreation Department ("MCPRD"), the WonderLab Science Museum ("WSM"), Purdue Extension-Monroe County ("PEMC"), and the Trustees of Indiana University, on behalf of Hilltop Gardens at Indiana University ("IUHG").

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

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

WHEREAS, the BPRD, MCPRD, WSM, PEMC and IUHG 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 October 31st, 2021 unless terminated earlier as provided under Article 9 of this Agreement.

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 Hilltop Gardens (“IUHG”) on Saturday October 2nd, from 10:00 a.m. - 3:00 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 Lea Woodard, event chair, and bring any related issues to her attention.
- 3.2. Assist with the creation of promotional and sponsorship materials to include banners, sandwich boards, and posters.
- 3.3. Assist with the distribution of promotional materials prior and during the event.
- 3.4. Provide six pop-up tents, folding chairs, and tables for the event.
- 3.5. Provide program publicity by publishing an event announcement on the BPRD’s social media outlets and program guides.
- 3.6. Distribute Bug Fest flyers and make mention of the event during other major family-friendly BPRD events prior to the event.
- 3.7. Assist with bug-themed program activities and tabling displays.
- 3.8. Provide game prizes, craft supplies and passports for bug themed activities.
- 3.9. Provide basic first-aid, AED and sunscreen for the event.
- 3.10. Coordinate drop-off and pick-up of Hoosier Hills Food Bank donation bins.
- 3.11. Provide staff to assist with set-up and tear-down of the event.
- 3.12. Recruit and coordinate volunteers, assist with placement and training of volunteers on the day of the event, cross-check volunteer names with sex-offender registry, provide event policy documents to volunteers prior to the day of the event. Volunteers shall be at least 18 years of age.
- 3.13. Create and print name tags for volunteers.

4. Monroe County Parks & Recreation Department:

The goals of MCPRD 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 Hilltop Gardens (“IUHG”) on Saturday October

2nd, from 10:00 a.m. - 3:00 p.m., is designed to create a fun way to learn about insects and their relatives.

MCPRD agrees to:

- 4.1. Maintain close contact with Lea Woodard, event chair, and bring any related issues to her attention.
- 4.2. Assist with the distribution of promotional materials to include flyers, posters, and signs.
- 4.3. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- 4.4. Recruit and secure event sponsors by September 6th, 2021, coordinate sponsor recognition, and manage event budget.
- 4.5. Identify and coordinate tent rental needs and payment.
- 4.6. Provide BPRD with final printed-material requests by September 6th, 2021.
- 4.7. Promote Bug Fest at other major family-friendly MCPRD events prior to the event.
- 4.8. Share all marketing/promotional material with program partners prior to advertising.
- 4.9. Create event brochure to outline program participants and schedule of events.
- 4.10. Assist with set-up and tear-down of the event.
- 4.11. Provide craft activities and supplies.
- 4.12. Coordinate family friendly bug-themed activities and entertainment for the event.
- 4.13. Provide bug game supplies and associated prizes.
- 4.14. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers needed.
- 4.15. Provide four pop-up tents, 'did you know' educational signs, face-cut out bugs, banners.
- 4.16. Manage event t-shirt inventory, storage, and sales.

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 Hilltop Gardens ("IUHG") on Saturday October 2nd, from 10:00 a.m. - 3:00 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 Lea Woodard, event chair, and bring any related issues to her 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 bug-themed program activities, tabling displays, and entertainment.
- 5.5. Provide WSM staff to manage table displays and lead activities.
- 5.6. Provide pop-up tents for WonderLab activity station(s).
- 5.7. Coordinate edible insect activity. WSM shall maintain responsibility to ensure Bug Fest participants do not engage in the activity if they have allergy concerns related to the activity.
- 5.8. Provide staff to assist with set-up and tear-down of the event.
- 5.9. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers needed.

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 Hilltop Gardens ("IUHG") on Saturday October 2nd, from 10:00 a.m. - 3:00 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 Lea Woodard, 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 event map and brochure.
- 6.4. Promote Bug Fest at other major family-friendly PEMC events prior to the event.

- 6.5. Assist with bug-themed program activities, tabling displays and entertainment.
- 6.6. Provide staff to assist with set-up and tear-down of the event.
- 6.7. Assist with coordinating facilitators for the event.
- 6.8. Coordinate Sheriff's Reserves to handle event parking, coordinate payment with MCPR
- 6.9. Provide portable Public Announcement system and extension cords
- 6.10. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers needed.

7. Hilltop Gardens at Indiana University:

The goals of IUHG 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 Hilltop Gardens ("IUHG") on Saturday October 2nd, from 10:00 a.m. - 3:00 p.m, is designed to create a fun way to learn about insects and their relatives.

IUHG agrees to:

- 7.1. Maintain close contact with Lea Woodard, event chair, and bring any related issues to her attention.
- 7.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 7.3. Coordinate layout and logistics with partners for the event.
- 7.4. Promote Bug Fest at other major family-friendly IUHG events prior to the event.
- 7.5. Provide event space and create an event map.
- 7.6. Direct Sheriff's Reserves with day-of parking direction, acquire orange cones and barricades from IU Landscape Services.
- 7.7. Assist with bug-themed program activities, tabling displays and entertainment.
- 7.8. Coordinate food vendors.
- 7.9. Coordinate musical entertainment.
- 7.10. Coordinate payment with MCPR for port-a-potty and handwashing station rental.
- 7.11. Provide staff to assist with set-up and tear-down of event.

- 7.12. Assist with coordinating facilitators for the event.
- 7.13. Maintain a web page for the event within IUHG website with the assistance and approval of event partners.
- 7.14. Create and share event notifications on social media sites and share with partners.
- 7.15. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers needed.
- 7.16. Create event map and brochure to outline program participants and schedule of events.
- 7.17. Have attendees sign an assumption of risk and release of liability waiver.

8. Terms Mutually Agreed to By All Partners:

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

BPRD, MCPRD, WSM, PEMC and IUHG agree to:

- 8.1. Share all marketing/promotional material between all partners involved. Marketing/promotional materials shall be produced in accordance with applicable IU licensing and trademark policies and guidelines
- 8.2. Coordinate safety management and regulate visitor flow at event.
- 8.3. Coordinate acknowledgement and thank you for sponsors.
- 8.4. 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.
- 8.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 8.6. Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD, MCPRD, WSM, and PEO 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. BPRD, MCPRD, WSM, and PEO 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.
- 8.7. All partners agree that the following policies will apply to all activities undertaken at Hilltop pursuant to this Agreement:
 - a. Indiana University Bloomington campus firearm policy, which prohibits introducing,

possessing, using, buying, or selling unauthorized weapons in university facilities and at university activities regardless of whether the owner has a valid state permit to carry the firearm.

- b. Indiana University Bloomington campus prohibitions of smoking and the consumption of alcoholic beverages shall apply to all participants in and visitors to Bug Fest.
- c. Indiana University Bloomington campus tobacco policy, which prohibits the use or sale of tobacco on university-owned, -operated, and -leased property as well as in university-owned, -operated, and -leased vehicles.
- d. Indiana University Bloomington campus substance-free policy, which prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol on university property or while conducting university business off university property.
- e. BPRD, MCPRD, WSM, PEO, and IUHG acknowledge that the University has adopted a policy entitled Programs Involving Children, a copy of which is attached (“PIC Policy”). Additional resources and information concerning the Policy, may be found at: <http://policies.iu.edu/policies/categories/administration-operations/public-safety-institutional-assurance/PS-01.shtml>. BPRD, MCPRD, WSM, PEO, and IUHG agree to comply with the PIC policy.
- f. Compliance with the PIC Policy requires that the Bug Fest partners shall submit the names of the volunteers they help recruit to BPRD in order to have their names checked against the sex offender registry. Each partner shall work together to gather the names of individuals associated with any outside vendors coming to the event to ensure their names are also checked against the sex offender registry. The partners shall also ensure no individuals for the outside vendors are ever alone with children during the event.

- 8.8 Make sure that the Bug Fest event adheres to each partners’ individual COVID-19 guidelines for events in addition to local/state guidelines.
- 8.9 Indiana University hereby grants each partner a limited, temporary and non-exclusive license to access and use IUHG owned by Indiana University on the dates and times described in the sections above.
- 8.10 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.
- 8.11 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’

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

9. Insurance:

The Monroe County Parks and Recreation Department, the City of Bloomington Parks & Recreation Department, the WonderLab Science Museum, Indiana University, 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.

10. Notice and Agreement Representatives:

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

**City of Bloomington Parks
& Recreation**

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

Monroe County Parks & Recreation

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

Hilltop Gardens at Indiana University

Mia Williams, Landscape Architect
Service Building, 1800 N. Range Rd.
Bloomington, IN 47408
(812) 855-1266

Purdue Extension-Monroe County

Amy Thompson, Director
3400 South Walnut Street
Bloomington, IN 47401
(812) 349-2575

WonderLab Science Museum

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

- 10.2. 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

Hilltop Gardens at Indiana University Purdue Extension-Monroe County

Kaylie Scherer
(812) 855-8808
hilltop@indiana.edu

Amy Thompson
812-349-2575
afthompson@purdue.edu

11. Termination:

- 11.1. Termination by mutual agreement: The partners may terminate this Agreement prior to October 31st, 2021, by mutual written agreement only.
- 11.2. 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.
- 11.3. The parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, any party may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. The terminating party shall notify the other parties of any such termination and the reasons therefore in writing as soon as a determination is made.

12. 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.

Provided, however, that IUHG's obligations hereunder shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of IUHG as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the IUHG is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant in Indiana and all appropriate defenses had been raised by IUHG.

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

**MONROE COUNTY
PARKS & RECREATION**

Kelli Witmer, Director MCPRD

**THE TRUSTEES OF
INDIANA UNIVERSITY**

Donald S. Lukes, Treasurer

Mia Williams, University Landscape Architect

**CITY OF BLOOMINGTON
PARKS & RECREATION**

Paula McDevitt, Director
Bloomington Parks & Recreation

**PURDUE EXTENSION-
MONROE COUNTY**

Administrator

Kathleen Mills, President
Board of Park Commissioners

WONDERLAB SCIENCE MUSEUM

Karen Jepson-Innes, Director

Philippa M. Guthrie, Corporation Counsel

STATE OF INDIANA)
)SS:
COUNTY OF _____)

[illegible]

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT B

Programs Involving Children

PS-01

About This Policy:

Effective Date:

04-30-2012

Date of Last Review/Update:

08-04-2017

Responsible University Office:

Public Safety and Institutional Assurance

Responsible University Administrator:

Executive Vice President for University Academic Affairs

Policy Contact:

IU Office of Public Safety

iupic@iu.edu

Policy Feedback:

If you have comments or questions about this policy, let us know with the [policy feedback form](#).

[Print or view a PDF of this policy](#)

Many policies are quite lengthy. Please check the page count before deciding whether to print.

Scope:

This policy applies to:

- All university employees, including faculty, academic appointees, student academic appointees, staff and temporary employees;
- Students;
- Volunteers at Indiana University;
- All university units; and
- External organizations using Indiana University facilities for programs that include children.

Policy Statement:

1. Notification: [The following provision applies to all faculty and academic staff, staff, students and volunteers]
 1. Indiana state law requires any person who has reason to believe that a child is a victim of child abuse or neglect has an affirmative duty to make an oral report to the

Department of Child Services (DCS) 1-800-800-5556 and/or to the Indiana University Police Department or local law enforcement. Failure to report may result in criminal charges.

2. In addition to notifying DCS and/or local law enforcement, state law and the university also require that faculty, staff, students, volunteers, and other university personnel report any suspected abuse or neglect of minors on Indiana University property or as part of an Indiana University program, to the IU Superintendent of Public Safety.
 3. Indiana University law enforcement and the Superintendent of Public Safety have the obligation to report any suspected abuse or neglect to DCS, which will conduct an investigation.
 4. All current university employees, students, and volunteers working with children are required to notify the university promptly of any criminal convictions, felony charges or substantiated reports of child abuse or neglect.
2. Background checks: [The following provision applies to all programs serving children and positions working with children (“PIC Position” as defined below)]
1. Programs must ensure that all university employees, students, volunteers, or other individuals who will work with children have been subject to a criminal background check, which includes a sex offender registry check, within the last five years. The background check and sex offender registry checks must be repeated at least every five years thereafter. Individual programs or units may require more frequent updates.
A program will not allow the participation in the program of any university employee, student, volunteer or other individual whose criminal background check and/or sex offender registry check includes sexually based crimes or crimes against children.
Substantiated reports of child abuse or neglect, or a record of other offenses, will be considered on a case by case basis by the program, in consultation with the appropriate offices (human resources, academic affairs, student affairs), and the Office of Public Safety and the Office of the VP and General Counsel as needed, to determine if the individual’s record should preclude participation.
 2. When an employee who did not previously work with children moves into a PIC position, a background check must be completed if the prior check was more than one year ago.
 3. Programs or individuals for whom complete background checks are infeasible (for example, host families in foreign countries) must perform checks to the fullest extent feasible and adopt other measures to prevent child abuse and facilitate the reporting of abuse.
 4. Large, Occasional Events: Programs that are occasional events for which a large number of volunteers are essential, may request to adopt measures and safeguards other than background checks for the one-time volunteers (for example: Science Olympiad, children’s reading/activity days, swim meets, etc.). Programs wishing to adopt alternative measures must make their request and obtain the approval of the Office of Public Safety through their online program registration. The measures adopted must at a minimum include:
 1. Volunteers must be supervised by a background-checked person;

2. Volunteers must work in public places and must not be alone with children;
 3. Programs must compile the names and addresses of the volunteers prior to the event and check each volunteer's name against the sex offender registry and;
 4. Volunteers must present photo identification to be checked at the event.
3. Program Registration Information:
- At least 14 days prior to the start of a program, the responsible university unit must register the program information with the Office of Public Safety by filling out the online form located on [One.IU](#). For programs at IU run by external organizations, the IU unit responsible for the facility, and/or coordinating with the external organization, must ensure that the program information is submitted online.
- Departments that have daily involvement with children as part of their primary mission, such as pediatric medical departments or child care facilities, do not have to register their everyday activities as programs, however they must still follow the other policy requirements regarding reporting, background checks, and program specific guidelines, as well as any externally imposed requirements, such as applicable laws, government regulations, licensure, or accreditation.

4. Program-Specific Guidelines:

Programs that include or serve children shall have in place, enforce, and make available rules and procedures that address the following areas, if they are applicable to the program:

- Transportation – including the transportation of children at the beginning and end of the program, to and from the program, and within the program, whether by parents, guardians, staff or others. University programs must also comply with IU policies regarding drivers and vehicles;
- Plans for weather emergencies, if the program is not inside a university facility where such plans are in place;
- Appropriate levels of access to and supervision of children;
- Appropriate physical contact and communication with children by personnel based on the age of children and the nature of the program activities;
- Appropriate forms including permission forms, medical contact information and liability waivers. Forms should be safeguarded and readily available;
- First aid and medical treatment as well as dispensing of medication. Program personnel must have appropriate training.

Programs including overnight stays or use of university residences by children shall have the following additional rules and procedures in place:

- Identification to be worn by staff members, and participants if appropriate;
- Curfews;
- Code of conduct for participants;
- Substance-free housing and facilities;
- Residential supervision.

Programs must comply with any applicable laws, regulations, and policies, including Title IX, ADA, FERPA, and Clery Act. For questions regarding compliance, please contact the Office of Public Safety.

5. Programs by External Organizations Not Organized by the University:

1. Contractual agreements concerning personnel or facilities related to programs including children must include compliance with this policy as a term of the contract. External organizations using university facilities should note that compliance with this policy includes notifying IU immediately in the event of any suspected child abuse or neglect, or other reports of crimes. When appropriate, such contracts shall also include an indemnification provision in which Indiana University is held harmless for the acts or omissions of other program participants or third party employees or agents.
2. When IU students are participating in an external program or organization that involves children as a service learning activity or as part of an IU club or unit, the IU unit shall ascertain whether the external entity has its own policy on background checks, and if so, follow that policy. If there is no policy in place at the external entity, the parties shall work cooperatively to decide if the IU policy should apply to the particular event. For questions about the university's role with a particular external organization or program, please contact the Office of Public Safety.
3. External groups using IU facilities must complete required background checks for anyone working with children that at least include: a minimum of 7 years of name and address history from a Social Security Number trace; county criminal history; a national criminal database; and checks of the Indiana state and national sex offender registries.

6. Research Involving Children:

Research programs involving children that are approved through the Indiana University Institutional Review Board (IRB) process do not need to register on the online form located on One.IU. However, research involving children must still follow the other policy requirements regarding reporting, background checks, and program specific guidelines.

7. Departmental/Unit Responsibility:

1. Academic and administrative supervisors (vice presidents, campus administrators, deans, directors, etc.) are responsible for ensuring that programs are in compliance with this policy.
2. To facilitate compliance, units may select an employee to serve as a PIC liaison. The unit supervisor, or the selected PIC liaison, will receive training on PIC compliance, coordinate with the Office of Public Safety on policy requirements and work with administrative offices to ensure that university employees, students and volunteers working with children have received a background check within the last five years. Each unit should maintain a list of PIC programs in the unit that include children, and/or any university facilities for which they have responsibility and are used by programs involving children.

8. Other Requirements:

This policy supplements and does not supersede any other legal requirements, for example, child care or teacher licensure.

Reason for Policy:

Indiana University, as part of its educational mission, has many university programs that include children. The university also allows external organizations to use university facilities for programs including children. This policy has three principles:

1. The protection and safety of children in these programs should be the highest priority of the university and of organizations administering these programs.
2. The university and members of the university community must comply with federal and state law requirements regarding reporting of abuse and neglect of children.
3. The policy must be flexible to accommodate the wide variety of programs involving children.

Procedures:

Reporting suspected abuse or neglect:

In an emergency or if you see a crime in progress, always call 911 immediately.

Anyone who has reason to believe that a child is a victim of abuse or neglect must report it immediately to the Department of Child Services (DCS) or local law enforcement (Indiana Code § 31-33-5). To comply with the state law, oral reports may be made to either:

- The anonymous Indiana Child Abuse and Neglect Hotline. Dial 1-800-800-5556.
- The IU Police Department on any campus, or the local community police. Dial 911, or dial the local IUPD campus number or local community police department number.

Internal procedures following report of abuse or neglect:

State law requires that suspected cases of abuse or neglect on Indiana University property or as part of an Indiana University program must also be reported to a designated agent at the institution (IC 31-33-5). The designated agent at Indiana University is the Superintendent of Public Safety.

When the Superintendent of Public Safety receives a report and conveys that report to DCS the following people should be also notified of the report and involved, when appropriate, in the internal evaluation:

- Campus police department;
- Campus provost or chancellor;
- Office of the VP and General Counsel;
- If staff or hourly employees involved – University Human Resource Services;
- If students involved – Dean of Students or the campus VCAA, as well as the head of the student's department or school;

- If academic – Vice provost or vice chancellor of academic affairs (VCAA) and dean;
- Parents or guardians of child, unless under the circumstances they are the alleged abuser.

If the situation warrants, the alleged abuser may be immediately suspended pursuant to the applicable procedures, pending an investigation.

The university shall cooperate with any external investigation conducted by the Department of Child Services (DCS) or law enforcement. The Superintendent of Public Safety will assist responsible university offices with any investigation, including the Office of the VP and General Counsel, UHRS (if staff or temporary employee), Dean of Students and/or VCAA (if student), and VCAA (if academic appointee), to determine if sanctions are warranted, up to and including dismissal. Legal prohibitions regarding physical presence on campus/trespassing may also be pursued. University and campus administrators shall follow the appropriate procedures in determining and issuing any sanction (university policies, campus based academic policies, UHRS employee policies, Code of Student Rights, Responsibilities & Conduct). If alleged abuser is one of the university officials identified herein, the Superintendent of Public Safety shall report and consult with their superior, or in any instance, the Provost/ Chancellor, or the President, or the Board of Trustees if necessary.

If the alleged abuser is not a member of the Indiana University community, but is present at IU through a third party vendor or other external entity authorized to be on campus, that external entity will also be notified that the alleged abuser will no longer be permitted on campus/facilities owned by IU.

When current university employees, students, and volunteers who work with children are required to promptly notify the university of any criminal convictions, felony charges or substantiated reports of child abuse or neglect, they should do so by notifying a designated official at the campus human resources, campus academic affairs, campus student affairs, or through the Office of Public Safety. For any questions about reporting suspected abuse or neglect as well as IU procedures, contact the Superintendent of Public Safety whose contact information is included below.

IU has partnered with Riley Hospital for Children at IU Health to provide training resources to help prevent sexual abuse and assist in recognizing the signs of child abuse and understanding your reporting obligations.

Background checks:

Indiana University programs must use the university-designated vendor to complete background checks for anyone in an employee relationship- staff, faculty, academic, or temporary (formerly known as hourly). IU programs that require background checks for students (that are not also employees) or volunteers may pay for the background checks using the university-designated vendor or require those students or volunteers to pay for their own check via university designated vendor's self-pay portal. More information about the background checks procedures is available. <https://protect.iu.edu/police-safety/policies/programs-children/background-checks.html>

Submitting program information:

Programs including children must complete an online information form at least 14 days prior to the start of the program. The form can be found on One.IU. A link to the form can also be found on protect.iu.edu.

Recurring programs must submit a new form at least once each year.

Program information is submitted for registration purposes only, no approval will be received by the registering unit, except for requests for large, occasional event exemption. Information on the programs may be used for audit purposes or by the school, campus or unit responsible for the program. Contact the IU Office of Public Safety for more information.

In addition to the other policy requirements, it is important for programs to thoroughly think through their program activities and ensure they are providing a safe environment for children and others with appropriate rules and procedures. Further guidance and examples in formulating rules and procedures for your program are available at: <https://protect.iu.edu/police-safety/policies/programs-children/index.html>

Definitions:

Child/Minor – A child or minor for the purposes of these provisions shall be any person under the age of eighteen (18).

PIC Programs – The term “program” includes ongoing or planned events that are designed to include children such as camps, fairs, lessons, workshops, clubs, teams, projects, practices, tours, or open-houses, research activities, recruiting activities, clinical settings, service learning.

The term “programs” does not include: 1) Single performances or events open to the general public that are not targeted toward children (such as varsity athletic competitions, plays, concerts). 2) Regularly scheduled classes or activities designed primarily for enrolled students who are age 17 and above.

NOTE: This definition may not capture certain circumstances in which minors are present on campus, and further consideration will be given as to whether they fall within the scope of the policy.

NOTE: This definition does not include the placement of students, for academic credit and/or clinical or student teaching requirements, with external entities. Rather, when schools and/or departments place students at external entities for such purposes, students must be informed of their obligation to comply with the external entity’s own policies and procedures, including those regarding background checks and working with minors.

PIC Positions – Positions that involve working with children. Human resources or individual units may consider additional job related aspects when designating a position as a PIC position such as, building/office location, access to private information regarding children, and access to other vulnerable populations.

Indiana University Property – Buildings, grounds, and land that are owned by Indiana University or controlled by Indiana University via leases or other formal contractual arrangements to house ongoing IU operations.

Sanctions:

Programs in violation of this policy may be denied permission to continue operation at Indiana University.

Any violations of university policies by an individual will be dealt with in accordance with applicable university policies and procedures, which may include disciplinary actions up to and including termination from the university. Legal prohibitions regarding physical presence on campus/trespassing may also be pursued. Suspected violations of law will be referred to law enforcement and may result in criminal penalties.

Additional Contacts:

<i>Subject</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
Superintendent of Public Safety	Benjamin Hunter	812-855-4296	bdhunter@iu.edu
IU Office of Public Safety	Yvonna Daily		ydaily@iu.edu
IU Office of Public Safety	Rick Erny	317-274-4230	rcerny@iu.edu
Insurance, Loss Control & Claims	Larry Stephens, Director	812-855-9758	stephenl@iu.edu
Envir. Health & Safety	Beauregard Middaugh, Director	317-274-2832	bmmiddau@iu.edu
Emer. Management	Carlos Garcia, Interim Director	317-274-1802	garcia@iu.edu
IU HR	Scott Shimoda, HR Policy Consultant	812-855-2015	sshimoda@iu.edu
IU HR	Suzanne Ryan, Director, Employee and Labor Relations	812-856-5572	sryan@iu.edu
IUB Police	Jill Lees, Chief of Police	812-855-7621	jmlees@iu.edu
IUPUI Police	Doug Johnson, Chief of Police	317-274-4860	johnsodo@iu.edu

IUE Police	Scott Dunning, Chief of Police	765-973-8435	sdunning@iue.edu
IUK Police	Thomas Remender, Chief of Police	765-455-9432	tremende@iu.edu
IUN Police	Wayne James, Chief of Police	219-980-7222	wljames@iun.edu
IUS Police	Stephen Miller, Chief of Police	812-941-2403	sfmiller@ius.edu
IUSB Police	Kurt Matz, Chief of Police	574-520-5522	kumatz@iusb.edu
IPFW Police	Stephen Kimbrough, Chief of Police	260-481-0739	kimbrous@ipfw.edu
IU Child Protection Program	Roberta Hibbard, MD IU School of Medicine	317-944-5000	iucpp@iupui.edu

History:

This policy was established in 2012 as an interim policy, but in effect. A final and updated version was made effective in 2013. The policy was updated in April, 2014 with additional resources and changes to background check procedures and again in July, 2014 with minor revisions to the internal reporting procedures.

Policy was updated in August 2015 regarding research programs that are approved through the IU IRB process.

This policy was reviewed and revised in 2017.

Previous Versions:

Effective Dates: 08/14/2015 - 08/04/2017

Effective Dates: 07/24/2014 - 08/14/2015

Related Information:

[Programs Involving Children Additional Guidance](#)
[Child Abuse: Recognition and Reporting - Training Information](#)
[Sexual Abuse Prevention - Training Information](#)
[IC 31-33-5 Duty to Report Child Abuse or Neglect](#)
[IC 10-13-3 Criminal History Information](#)
[IC 11-8-8 Sex Offender Registration](#)
[IU Whistleblower Policy](#)
[IU Policy - Minors in Hazardous Work Areas](#)
[IU Policy - Background Checks for Employees](#)
[COPPA - Children's Online Privacy Protection Act](#)



STAFF REPORT

Agenda Item: A-11
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: September 28, 2021
SUBJECT: CATALENT INDIANA, LLC USE OF TWIN LAKES SOFTBALL
PARKING LOT ADDENDUM NUMBER 2

Recommendation

Staff recommends approval of this addendum which is the second addendum. No funds are exchanged in this agreement.

Background

The Department entered into an agreement with Catalent Indiana, LLC in December 2020 where Catalent was granted use of Twin Lakes Softball Parking lot.

The original agreement terminated on March 15, 2021. The first addendum extended the agreement to August 15, 2021 and limited the use of spaces to 100 during 5pm-11pm and no use during Saturdays and Sundays. Those restrictions allowed the Department to continue use for normal activity during league and tournament play.

This addendum extends the agreement to March 1, 2022 and specifies use of only the lower lot immediately adjacent to the softball fields. Catalent has acquired more property to use as parking and is in the process acquiring more parking property. Using this space is not ideal for the employees or the employer.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports
2021-January

**ADDENDUM
TO
AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CATALENT INDIANA, LLC
FOR
PARKING SPACE USE AT TWIN LAKES SPORTS PARK**
(Entered in this ____ day of _____, 2021)

WHEREAS, on or about **December 8, 2020**, the City of Bloomington Department of Parks and Recreation (the “Department”) and Catalent Indiana, LLC (“Catalent”) entered into an Agreement to use parking space at Twin Lakes Sports Park; and

WHEREAS, on or about August 15, 2021 the addendum to the original agreement expired; and

WHEREAS, the Department wishes to extend this agreement; and

WHEREAS, Catalent is in agreement with this addendum; and

WHEREAS, pursuant to Article 1.1 of said Agreement, the term of this agreement may be extended with written agreement by the parties to this Agreement.

NOW, THEREFORE, the parties hereto mutually agree to addend the agreement as follows:

Article 1.1 Term of Agreement: To extend to March 1, 2022.

Article 1.2. Use of Spaces: To addend the Agreement with Catalent to specify the use of the lower lot only between 5pm-11pm, Monday-Friday and no use on Saturdays and Sundays. The lower lot is specified as the lot located immediately adjacent to the Twin Lakes Softball fields.

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

CITY OF BLOOMINGTON

CATALENT INDIANA, LLC

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, Park Board President
Board of Park Commissioners

Title

Philippa M. Guthrie, Corporation Counsel



MEMORANDUM

TO: Philippa Guthrie
FROM: Paula McDevitt
DATE: November 20, 2020
RE: Memo of agreement with Catalent shuttling employees to and from
Twin Lakes Softball Parking Lot

Funding Source: No funds are transacted per this agreement

Total Dollar Amount of Contract: n/a

Expiration Date of Contract: March 15, 2021

Renewal Date for Contract: undetermined

Department Head Initials of Approval:PM

Due Date For Signature: 12/8/2020

Record Destruction Date (Legal Dept to fill in):

Legal Department Internal Tracking #:

**PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS
ATTORNEY:**

Daniel Dixon

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS
DEPARTMENTAL EMPLOYEE:**

Paula McDevitt

Summary of Contract: Catalent is planning to hire a few hundred more employees and need parking. They will shuttle those employees and be responsible for all potential aspects of this use of this parking lot. We have no active use during the dates of this agreement.

**PARKING SPACE USE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CATALENT INDIANA, LLC**

This Parking Space Use Agreement ("Agreement"), entered into on this 17th day of December, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "City"), and Catalent Indiana, LLC ("Catalent"),

WITNESSETH:

WHEREAS, Catalent wishes to use parking spaces located in the City's Twin Lakes Sports Park for the purpose of shuttling employees to its location; and

WHEREAS, the City agrees to permit Catalent to use parking spaces in Twin Lakes Sports Park subject to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Terms and Conditions

- 1.1 **Term of Agreement** This Agreement is effective upon the date of execution first indicated above and shall last through March 15, 2021. The Agreement may be renewed for not more than an additional 12 month term upon execution of a written agreement by the parties to this Agreement.
- 1.2 **Use of Spaces** Catalent hereby is permitted the use of an unspecified number of parking spaces upon the Twin Lakes Sports Park parking lot located at 2350 West Bloomfield Road, Bloomington, Indiana (the "Spaces"), for use by Catalent's employees. The City shall not charge rent to Catalent during the original Term of the Agreement. The City reserves the right to require payment of reasonable rent in the event of renewal of this Agreement. The Spaces are not designated or reserved. The City makes no guarantee or representation that Spaces will always be available to Catalent's employees, especially during events or at times of peak usage of Twin Lakes Sports Park or Twin Lakes Recreation Center.
- 1.3 **Administration of Parking** Catalent shall have the sole responsibility to manage and oversee use of the Spaces by its employees in accordance with the terms of this Agreement.
- 1.4 **No Reserved Spaces** Catalent's employee vehicles shall not have a reserved parking space in the Park. Catalent's employees may park their vehicle at a parking

space at any spot at Twin Lakes Sports Park. However, there may be times of peak usage in the Park where a parking space is not available. When Spaces are unavailable, Catalent shall be responsible for locating alternative parking for employee vehicles until Spaces become available.

- 1.5 Catalent Responsibilities as to employee use of Spaces** Catalent has a non-delegable duty to ensure that its employees' vehicles utilizing the Spaces abide by the following rules and regulations:
- a. Catalent employee vehicles may occupy Spaces Monday through Friday.
 - b. Commercial vehicles, trailers, and motor homes, with the exception of vehicles used to transport Catalent employees, shall not park in any of the Spaces.
 - c. Catalent's employees shall abide by all applicable laws in regard to the ownership and operation of motor vehicles, including without limitation Indiana registration, licensing, insurance, and operability laws.
 - d. Vehicles must not leak any fluids while parked in the Spaces. If a vehicle does leak fluids, Catalent shall be responsible for the immediate cleanup of the fluids and any cost incurred therefore, including pavement repair. If the City is required to make any repairs or remediation as a result of leaked fluids from Catalent employee vehicles, Catalent agrees to indemnify and make the City whole for costs incurred for such repairs or remediation. Any inoperable vehicles shall be removed by Catalent or its employee within 5 days. Inoperable vehicles remaining in Spaces after 5 days may be removed or towed by the City at Catalent's expense after the fifth day without notice.
 - e. Catalent agrees to indemnify and make the City whole for any damage or loss to City property caused in whole or in part by Catalent or its employees' use of the Spaces.
 - f. Only emergency repairs may be conducted upon Twin Lakes Sports Park property, such as changing a flat tire or battery replacement.
 - g. Washing and cleaning vehicles, including motorcycles, is not allowed on Twin Lakes Sports Park property.
 - h. Unauthorized and/or improperly parked vehicles are subject to removal by towing at the owner's expense.
 - i. Any vehicle may be removed by the City without prior notice to the Catalent or the vehicle owner in emergency situations, including but not limited to situations requiring access or egress by police, fire, and other emergency vehicles or leaking a fluid that presents a hazard or threat to persons or property.
 - j. A vehicle displaying expired license plates may be removed by the City after the owner or operator of the vehicle is given at least 10

days written notice that the vehicle will be towed from the premises.
Towing shall be at the vehicle owner's expense.

- k. Catalent shall be responsible for snow and ice removal at their discretion in order to make the Spaces accessible to their employees.

1.6 Enforcement

The City and Catalent shall have the right to enforce the terms of this Agreement against Catalent's employees, including without limitation towing, at the vehicle owner's expense, vehicles in Twin Lakes Sports Park which are improperly parked, abandoned, or otherwise in violation of this Agreement or any other law, ordinance, or regulation. All towing initiated by Catalent shall be with the knowledge and approval of the City. Catalent shall have a non-delegable duty to ensure its employees' compliance with the terms of this Agreement. Catalent understands that a violation of the terms of this Agreement by its employees shall be imputed to Catalent and constitute a breach of this Agreement by Catalent.

Article 2. Cooperation

The City and Catalent agree to cooperate to the best of their abilities to mutually effectuate the terms of the Agreement without disruption to the other party. The parties agree to meet on occasion to resolve any issues that may arise regarding the Agreement.

Article 3. Termination

In the event of a substantial failure to perform in accordance with the terms of this Agreement by the City or Catalent, 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. Either party may terminate this agreement without cause, and without further liability by giving not less than 60 days prior written notice.

Article 4. Insurance, Liability Waiver, Indemnification and Hold Harmless

The City shall not have any obligation to insure Catalent's or its employees' vehicles utilizing the Spaces, or any personal property of maintained within those vehicles, against loss, damage, theft, or destruction of any kind. Catalent agrees to indemnify release, waive, discharge, and covenant not to sue the City, its directors, officers, employees, and agents from any and all liability to Catalent, Catalent's employees, and their respective personal representatives, agents, heirs, or assigns for any loss, theft, damage, claim or demands on account of damage, injury or loss to Catalent or its employees' property as a result of use of the Spaces, regardless of whether caused by the negligence of the City, its directors, officers, employees, or agents. Catalent further agrees to indemnify and hold harmless the City against any and all claims of liability for loss or damages to its employees' property including but not limited to theft, collision, fire, acts of god, weather, and construction arising out Catalent's and its employees' use of the Spaces under this Agreement.

Article 5. 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 6. 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 7. Assignment

Catalent shall not assign any rights or duties under this Agreement without the prior written consent of the City. 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 8. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Catalent, and Catalent's employees who use the Spaces.

Article 9. 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 10. Non-Discrimination

Catalent shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, assignment of Spaces. Catalent 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 Catalent believes that a City employee engaged in such conduct towards Catalent and/or any of its employees, Catalent may file a complaint with the City department party to this Agreement, 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 11. Notices

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

City:	Catalent:
City of Bloomington	Catalent Indiana, LLC
Attn:	Attn:
401 N. Morton, Suite 250	
Bloomington, Indiana 47402	

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between the parties to the Agreement.

Article 12. Intent to be Bound

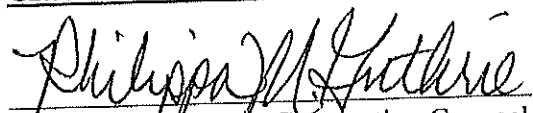
City and Catalent each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives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

Article 13. Integration and Modification


This Agreement, including any and all Exhibits incorporated by reference, represents the entire and integrated agreement between City and Catalent. This Agreement 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.

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


CITY OF BLOOMINGTON


 Philippa M. Guthrie, Corporation Counsel

CATALENT INDIANA, LLC

DocuSigned by Denis Johnson
 Denis Johnson
 Denis Johnson
 70D9CAE149CC48609A92CED3EA51EBE8
 I approve this document 07-Jan-2021
 07-Jan-2021 | 10:17:03 AM EST

CITY OF BLOOMINGTON PARKS AND RECREATION


 Paula McDevitt, Director


 Kathleen Mills, President, Board of Park Commissioners

Certificate Of Completion

Envelope Id: D3C4D3F86AC445C19839BA998CCAD98F

Subject: Twin Lakes Parking Agreement with City of Bloomington

Source Envelope:

Document Pages: 5

Certificate Pages: 2

AutoNav: Enabled

EnvelopeId Stamping: Disabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

William Echols

14 Schoolhouse Rd.

Somerset, NJ 08873

Grant.Echols@catalent.com

IP Address: 66.244.68.193

Record Tracking

Status: Original

1/7/2021 10:06:02 AM

Holder: William Echols

Grant.Echols@catalent.com

Location: DocuSign

Signer Events

Denis Johnson

Denis.Johnson@catalent.com

GM

Catalent, Inc.

Security Level: Email, Account Authentication
(Required)

Signature

Denis Johnson

Signature Adoption: Pre-selected Style

Signature ID:

70D9CAE1-49CC-4860-9A92-CED3EA51EBE8

Using IP Address: 68.58.39.21

Timestamp

Sent: 1/7/2021 10:11:51 AM

Viewed: 1/7/2021 10:16:39 AM

Signed: 1/7/2021 10:17:31 AM

With Signing Authentication via DocuSign password

With Signing Reasons (on each tab):

I approve this document

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

William Echols

grant.echols@catalent.com

Catalent, Inc

Security Level: Email, Account Authentication
(Required)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED

Sent: 1/7/2021 10:17:32 AM

Resent: 1/7/2021 10:17:33 AM

Viewed: 1/10/2021 7:15:35 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/7/2021 10:11:51 AM
Certified Delivered	Security Checked	1/7/2021 10:16:39 AM
Signing Complete	Security Checked	1/7/2021 10:17:31 AM
Completed	Security Checked	1/7/2021 10:17:32 AM
Payment Events	Status	Timestamps



STAFF REPORT

Agenda Item: A-12
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Sterner, General Manager, Twin Lakes Recreation Center
DATE: September 28, 2021
SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT
BLOOMINGTON SOCCER, LLC

Recommendation

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

Background

Bloomington Soccer has operated a successful and well respected youth and adult soccer program at the Twin Lakes Recreation Center (formerly the Bloomington Sportsplex) since the facility opened in 1999. Ownership of Bloomington Soccer switched from Chris Doran to David Prall at the beginning of 2018. These programs have included developmental programs for youth as well as recreational and competitive soccer leagues for youth and adults. The role of this partnership is to assist David Prall in continuing to offer these programs to the Bloomington community. This provides quality soccer programming for members of the community as well as significant field rental revenue for the Twin Lakes Recreation Center. This is the 13th year of the partnership between Bloomington Soccer, LLC and BPRD. There are no significant changes to this year's partnership agreement. Staff recommends approval.

RESPECTFULLY SUBMITTED,

Mark Sterner
General Manager, Twin Lakes Recreation Center



COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this ____ day of _____, 2021, by and between the Bloomington Parks and Recreation Department (BPRD) and Bloomington Soccer League, LLC (Bloomington Soccer), WITNESSETH:

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

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

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

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

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

NOW THEREFORE, the parties do mutually agree as follows:

1. Purpose of Agreement

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

2. Duration of Agreement

This agreement shall be in full force and effect from the date of approval of both parties until May 31, 2022 unless terminated earlier as provided herein.

3. Duties of BPRD: BPRD agrees to:

- a. Allow the user group access to the Twin Lakes Recreation Center sport turf on established dates as times established between each party;

- b. Allow the user group access to Twin Lakes Recreation Center sport turf specified on the dates and at the times set forth at a partnership rate of \$65 per hour;
- c. Parks and Recreation staff will be on site to open and close the facility and assist with facility-related matters at the Twin Lakes Recreation Center. No BPRD staff will be specifically assigned to the user group.
- d. Provide the services of the General Manager as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- e. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
- f. BPRD shall provide for limited promotion/advertising to include space in BPRD's Fall, Winter, and Spring seasonal program guides. This shall include program descriptions, dates, times, registration information, and contact information specific to the facilitated user group.

4. Goals and Duties of Bloomington Soccer

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

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

Billing Period	Payment Due
September 1 – November 19	November 19, 2021
November 20 – December 17	December 17, 2021
December 18 – February 18	February 18, 2022
February 19 – May 31	May 31, 2022

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

- f. Obtain legally binding liability waivers from all participants, which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that Bloomington Soccer fails to secure such waivers, it shall hold BPRD and the City of Bloomington harmless from any and all such claims.
- g. Name the City of Bloomington as additional insured on its general liability policies and shall provide BPRD with certificate of insurance prior to September 1, 2021.
- h. The contractor is required to comply with all Covid 19 protocols pursuant to Monroe County Health Department, State of Indiana, and CDC guidelines.

5. Behavior

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

6. BPRD Review of Bloomington Soccer's Program

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

7. Notice and Agreement Representatives.

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

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

Bloomington Parks and Recreation
Mark Sterner
P.O. Box 848
Bloomington, IN 47402
(812) 349-3769

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

David Prall
Bloomington Soccer League, LLC

Mark Sterner
Facilities Manager

8. Termination

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

9. Insurance and Indemnity

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

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

10. E-Verify

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

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

11. Covid-19

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks

may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Bloomington Soccer of any such termination and the reasons therefore in writing.

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

BLOOMINGTON SOCCER

By: _____
David Prall

BLOOMINGTON PARKS AND RECREATION

By: _____
Paula McDevitt, Director
Parks and Recreation

Kathleen Mills, President
Board of Park Commissioners

Philippa Guthrie
Corporation Counsel

STATE OF INDIANA)
)SS:
COUNTY OF)

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

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF)

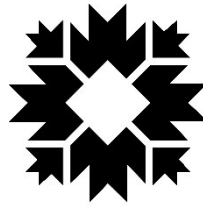
Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: A-13
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: September 28, 2021
SUBJECT: CONTRACT FOR SERVICES WITH MONROE COUNTY FAIR ASSOCIATION

Recommendation

Staff recommends approval of the contract with the Monroe County Fair Association for the rental of the facilities and grounds at the Monroe County Fairgrounds for the operation of the Bloomington Pumpkin Launch on Saturday, October 30, 2021. This service agreement is not to exceed \$750. Funding will come from community Events account - 201-18-186500-53990.

Background

The Bloomington Pumpkin Launch is an annual event and has been held at the Monroe County Fairgrounds for the past 8 years. This is the third year for a contract with Monroe County Fair Association with the rental for the previous events being done as a partnership agreement.

This event challenges teams to build a pumpkin launcher with the goal to throw a pumpkin as far as possible. There are 3 categories for launcher teams – youth, student, and adult. Each category of team only competes against others in the same category. There will also be an accuracy competition in which all teams compete against each other.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

2021-January

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
MONROE COUNTY FAIRGROUNDS**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Monroe County Fair Association ("Contractor").

Article 1. Scope of Services Rental of facilities and grounds at the Monroe County Fairgrounds for the Bloomington Pumpkin Launch on October 30, 2021. Areas to be rented include the West Parking area, the Community Building and its accompanying gravel and grass areas. Rental fees shall be as follows: West Parking area - \$450; Community Building and accompanying areas - \$200. The property manager shall provide additional labor to include assisting with placement of trash cans and picnic tables. The rate for this shall be \$100. Total cost for the rental and services shall be \$750. 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 30, 2021, 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 seven hundred and fifty dollars (\$750.00). 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 Parks and Recreation, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Friday October 29, 2021 at 11am through Saturday October 30, 2021 at 4pm

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

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

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

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, Attn: Bill Ream, 401 N. Morton Suite 250, Bloomington, IN 47402. Contractor: Monroe County Fair Association 5700 W. Airport Rd., Bloomington, IN, 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

MONROE COUNTY FAIR ASSOCIATION

Name of Signatory, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature _____

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2021.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Monroe County Fair Association

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 _____, 2021.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-1
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: September 28, 2021
SUBJECT: MID SERVICE CONTRACT FOR (3) MASONRY REPAIR PROJECTS WITH BAKER STONE WORK

Recommendation

Staff recommends approval of this contract with Baker Stone Work to perform masonry repairs at three separate locations.

Funding sources: 200-18-189501-53990 - \$5,225 – Rose Hill Cemetery wall
200-18-189000-53990 - \$6,300 – The WHB Park
200-18-189000-53990 - \$4,200 – South Walnut St Landscape Bed

Background

Rose Hill Cemetery:

In an effort to maintain the structural integrity of the interior and perimeter walls staff has been consistently successful in securing annual funds for wall repairs and improvements. It is our intention to continue making these necessary annual contractual tuck-point repairs as well as stone masonry and stone cap repairs to the walls and columns as budgeted funds will allow. These ongoing repairs will be crucial for the preservation of the wall and its future existence, allowing it to remain as a viable piece of history in the Bloomington Community.

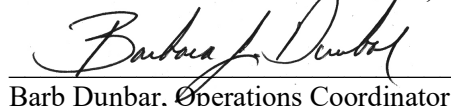
The Waldron, Hill & Buskirk Park:

Damage has occurred to the fountain's perimeter wall and railing which has knocked a portion of the wall and the stone caps out of place. This damage, we believe, to be from vandals.

South Walnut St. Raised Landscape Bed:

Damage has occurred at the north end of the bed's wall where wall pieces and stone caps have been knocked out of place. This damage occurred when a vehicle ran into the structure in late July.

RESPECTFULLY SUBMITTED,



Barb Dunbar, Operations Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BAKER STONE WORK
FOR
WALL REPAIRS AT ROSE HILL CEMETERY**

This Agreement, entered into on this 28th day of September, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Baker Stone Work (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to make masonry repairs at Rose Hill Cemetery; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform masonry repairs (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, 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 Barb Dunbar, Operations Coordinator, as the Department’s Project Manager.

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 Seven Thousand Seven Hundred and Fifty Dollars (\$7,750). 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:

Barb Dunbar, Operations Coordinator
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract

any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington	Baker Stone Work
Attn: Barb Dunbar, Operations Coordinator	Charley Nelson, Owner

401 N. Morton, Suite 250	1545 Hupp Road
Bloomington, Indiana 47402	Bloomington, IN 47401

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

BAKER STONE WORK

 Philippa M. Guthrie, Corporation Counsel

 Charley Nelson, Owner

 Paula McDevitt, Director
 Parks and Recreation Department

 Kathleen Mills, President,
 Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

- Remove and replace broken wall pieces
- Chisel out any cracked mortar joints and tuck-point, reset any loose cap stones
- Clean up of site at the end of each work day and project completion

EXHIBIT B

“Project Schedule”

Contractor shall complete the services required under this Agreement on or before December 31 2021.

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__.

Baker Stone Work

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: B-2
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: September 28, 2021
SUBJECT: AGREEMENT WITH DAVEY RESOURCES GROUP, INC. FOR
BICENTENNIAL TREE PLANTING SITE EVALUATIONS

Recommendation

Staff recommends approval of an agreement with Davey Resources Group, Inc. to conduct site evaluations of identified vacant sites as part of necessary preparation for the Bicentennial Bond funded tree plantings.

Background

To plant trees as part of the Bicentennial bond for tree planting, initial site evaluations will be conducted to confirm sites are viable for planting. Davey Resource Group will review and evaluate site conditions for 552 previously identified vacant tree planting sites throughout the city. These evaluations will include ordering, coordinating and reviewing utility locates to determine presence of conflicting underground utilities. All data will be provided back to the City determine a list to submit as plantable.

Amount: \$11,133.84

Funding Source: Bicentennial Bond Fund: 980-18-18018C-54510; Project: 980 2020E

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Erin Hatch", is written over a horizontal line.

Erin Hatch, Urban Forester

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
DAVEY RESOURCE GROUP, INC.
FOR
BICENTENNIAL TREE PLANTING SITE EVALUATION**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Davey Resource Group, Inc.. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to evaluate suitability of sites and surrounding infrastructure for tree planting; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform site evaluation within the public right-of-way (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, and Exhibit EC, Contractor’s July 23, 2021 Proposal, both of which are attached hereto and fully incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, 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 Erin Hatch, Urban Forester, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eleven Thousand One Hundred Thirty-three dollars and eighty-four cents (\$11,133.84). 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:

Erin Hatch
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404
erin.hatch@bloomington.in.gov

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 seven (7) days' written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department (the "Indemnified Parties") from any and all claims, demands, damages, costs, expenses or other liability to the extent caused by the reckless or negligent acts or omissions of Contractor during performance of the Agreement, 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"). Contractor's indemnity, defense, and hold harmless obligations shall not extend to any Claims that are alleged to be caused by the negligence or willful misconduct of an Indemnified Party or other third party not controlled by Contractor; rather, such indemnification claims shall be administered based upon a determination of the proportional fault of each party. Contractor retains the right to select counsel reasonably acceptable to the Indemnified Parties, the Indemnified Parties will provide reasonable cooperation, and the Indemnified Parties will not unreasonably withhold consent to settle any Claims for which Contractor is providing defense or indemnification. This Article 13 shall survive the completion of Contractor's applicable services for a period of two (2) years. Notwithstanding anything to the contrary in this Agreement or elsewhere, in no event shall Contractor's total liability under this Article 13 exceed the applicable insurance limits set forth in Article 14 below.

Article 14. Insurance

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

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

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

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 a federal or state court with jurisdiction over Monroe County, Indiana.

Article 21. Non-Discrimination

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

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Davey Resource Group, Inc.
Attn: Erin Hatch	Attn: Aren Flint
401 N. Morton, Suite 250	5641 W. 73 rd St.
Bloomington, Indiana 47402	Indianapolis, IN 46278

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

DAVEY RESOURCE GROUP, INC.

Philippa M. Guthrie, Corporation Counsel

Ken Joehlin, Executive Vice President

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include:

The contractor will review and evaluate site conditions at 552 identified sites for potential street tree planting in public right-of-ways and tree lawns throughout the city. Evaluation will include:

1. Ordering, coordinating, and reviewing utility locates with the appropriate authorities at each location on the Site List below.
2. Completing Bicentennial Tree Site Evaluation Sheet for each location, found below, based on utility information and other information gathered at the site.

Evaluation sheets should be compiled electronically and returned to Erin Hatch, Urban Forester by December 31, 2021.

To assist the contractor in site evaluation, the City will provide a shapefile of the targeted planting sites, aerial imagery, and city/county GIS data files to facilitate field planting location evaluations.

Site Evaluation Checklist

Contractor is required to coordinate location of underground utilities and complete one line of the sample spreadsheet below for each address and/or tree location - distances should be measured from the center of the tree lawn. If no tree lawn is present, distances should be measured from the center of the right-of-way within available greenspace, the Contractor may have to reference parcel boundaries to determine the width of available City right-of-way.

Address	Location	Cross Street	Planting Space Type	Tree Lawn Width	Other Trees	Overhead utility	Distances (ft)															NOTES
							Existing Trees	Intersection	Driveway	Fire Hydrant	Traffic Sign	Water	Sewer	Storm	Electric	Gas	Comms.	Misc. Utilities	Utility Pole	Street Light	Parking Sign	
Sample Address	in Front of property		Front Lawn/Tree Lawn		Y / N	Y / N																

Example notes include: “Large trees in front lawn, tree lawn likely to be shaded out”, “Existing stumps at site, need to be ground out”, “Existing sidewalk damage/lifting”, “Narrow sidewalk/close to building, recommend columnar species”, any comments on soil and lighting conditions.

Site Requirements for Tree Planting by Mature Tree Size Category

Site Checklist		Requirements by Tree Type		
		Small Tree	Medium Tree	Large Tree
Width of Tree Lawn		4ft - 5ft	5ft - 7ft	≥8ft
Distance from Underground Utilities	Gas	≥10ft	≥10ft	≥10ft
	Water	≥10ft	≥10ft	≥10ft
	Sewer	≥10ft	≥10ft	≥10ft
	Storm	≥10ft	≥10ft	≥10ft
	Electric	≥10ft	≥10ft	≥10ft
	Comms.	≥10ft	≥10ft	≥10ft
	Other	≥10ft	≥10ft	≥10ft
Distance from Aboveground Infrastructure	Lightpole	≥10ft	≥10ft	≥10ft
	Fire Hydrant	≥3ft	≥3ft	≥3ft
	Traffic Sign	≥10ft	≥10ft	≥10ft
Overhead Wires Present		Yes or No	No	No
Distance from Driveway		≥10ft	≥10ft	≥10ft
Distance from Intersection		≥25ft	≥25ft	≥25ft
Distance from Existing Trees**		≥15ft, varies	≥25ft, varies	≥35ft, varies

**Distance listed is generalized for planting adjacent to the same canopy width tree, increase this distance as needed to accommodate adjacent tree canopy width. Refer to nursery planting specs for species planting spacing.

Project Area 1 Site List

Project Area 1								
Address	Street	Side	On Street	Site ID	Latitude	Longitude	Species	Overhead Utilities
2101	E 3rd ST	Side	S Bryan AVE	27733	39.16447826	-86.50818614	Vacant site small (Vacant site small)	Not present
2304	E 4th ST	Front	E 4th ST	28828	39.16557235	-86.50583483	Vacant site small (Vacant site small)	Present & not conflicting
2304	E 4th ST	Front	E 4th ST	28885	39.16557309	-86.50568984	Vacant site small (Vacant site small)	Present & not conflicting
2415	E 4th ST	Front	E 4th ST	28896	39.16573452	-86.50424618	Vacant site large (Vacant site large)	Not present
2100	E 5th ST	Front	E 5th ST	28485	39.16677189	-86.50779152	Vacant site large (Vacant site large)	Not present

2100	E 5th ST	Front	E 5th ST	28500	39.16677005	-86.50815089	Vacant site medium (Vacant site medium)	Not present
2128	E 5th ST	Front	E 5th ST	28472	39.16677005	-86.50770168	Vacant site medium (Vacant site medium)	Not present
2205	E 5th ST	Front	E 5th ST	28526	39.1668526	-86.50668441	Vacant site medium (Vacant site medium)	Not present
2222	E 5th ST	Front	E 5th ST	28560	39.16676268	-86.50625326	Vacant site large (Vacant site large)	Not present
2301	E 5th ST	Front	E 5th ST	28856	39.1668457	-86.50590328	Vacant site small (Vacant site small)	Present & not conflicting
2301	E 5th ST	Side	N Roosevelt ST	28471	39.16694363	-86.50601035	Vacant site medium (Vacant site medium)	Not present
2408	E 5th ST	Front	E 5th ST	29767	39.16673216	-86.50437497	Vacant site large (Vacant site large)	Not present
2516	E 5th ST	Front	E 5th ST	29808	39.16615392	-86.50240116	Vacant site small (Vacant site small)	Not present
2600	E 5th ST	Side	S Overhill DR	30632	39.1658068	-86.50179473	Vacant site small (Vacant site small)	Not present
2608	E 5th ST	Front	E 5th ST	30697	39.16589766	-86.50126488	Vacant site large (Vacant site large)	Not present
2624	E 5th ST	Front	E 5th ST	30647	39.16591092	-86.50041684	Vacant site medium (Vacant site medium)	Not present
2200	E 7th ST	Front	E 7th ST	28452	39.16817412	-86.50693706	Vacant site medium (Vacant site medium)	Not present
2200	E 7th ST	Front	E 7th ST	28467	39.16817688	-86.50669748	Vacant site medium (Vacant site medium)	Not present
2210	E 7th ST	Front	E 7th ST	28507	39.16817301	-86.50647644	Vacant site medium (Vacant site medium)	Not present
2214	E 7th ST	Front	E 7th ST	28490	39.16817412	-86.50625682	Vacant site medium (Vacant site medium)	Not present
2524	E 7th ST	Side	N Overhill DR	29845	39.16750207	-86.50179317	Vacant site large (Vacant site large)	Not present

2525	E 7th ST	Front	E 7th ST	29854	39.16775969	-86.50214589	Vacant site large (Vacant site large)	Not present
2531	E 7th ST	Front	E 7th ST	29836	39.16775785	-86.50198902	Vacant site large (Vacant site large)	Not present
2601	E 7th ST	Front	E 7th ST	30673	39.16771012	-86.50110119	Vacant site small (Vacant site small)	Not present
2601	E 7th ST	Side	N Overhill DR	30703	39.16791872	-86.50119388	Vacant site small (Vacant site small)	Not present
2612	E 7th ST	Front	E 7th ST	30639	39.16760251	-86.50108978	Vacant site large (Vacant site large)	Not present
2624	E 7th ST	Front	E 7th ST	30692	39.1676869	-86.50062773	Vacant site large (Vacant site large)	Not present
2206	E 8th ST	Front	E 8th ST	28455	39.16944715	-86.50631648	Vacant site large (Vacant site large)	Not present
2206	E 8th ST	Side	N Roosevelt ST	28442	39.16933364	-86.5061444	Vacant site large (Vacant site large)	Not present
2407	E 8th ST	Front	E 8th ST	29824	39.16953642	-86.5043544	Vacant site small (Vacant site small)	Not present
2501	E 8th ST	Side	N Hillsdale DR	29827	39.16969047	-86.50373406	Vacant site large (Vacant site large)	Not present
2502	E 8th ST	Side	N Hillsdale DR	29834	39.16926555	-86.50367464	Vacant site large (Vacant site large)	Not present
2600	E Dekist ST	Side	N Overhill DR	30731	39.16646062	-86.50187507	Vacant site small (Vacant site small)	Present & not conflicting
2615	E Dekist ST	Front	E Dekist ST	30648	39.16684944	-86.50125473	Vacant site small (Vacant site small)	Not present
2510	E Eastgate LN	Front	E Eastgate LN	30693	39.17015655	-86.5031454	Vacant site large (Vacant site large)	Not present
2513	E Eastgate LN	Front	E Eastgate LN	30681	39.17027816	-86.50308218	Vacant site large (Vacant site large)	Not present
2516	E Eastgate LN	Front	E Eastgate LN	30700	39.17013186	-86.50276892	Vacant site large (Vacant site large)	Not present
2521	E Eastgate LN	Front	E Eastgate LN	30712	39.17024942	-86.50266624	Vacant site large (Vacant site large)	Not present

2524	E Eastgate LN	Front	E Eastgate LN	30743	39.17004378	-86.50223319	Vacant site large (Vacant site large)	Not present
2533	E Eastgate LN	Front	E Eastgate LN	30737	39.17016208	-86.50216901	Vacant site large (Vacant site large)	Not present
2608	E Edwards ROW	Front	E Edwards ROW	30686	39.16514746	-86.50099803	Vacant site large (Vacant site large)	Not present
101	N Bryan AVE	Front	N Bryan AVE	28372	39.16695254	-86.50836409	Vacant site large (Vacant site large)	Not present
113	N Bryan AVE	Front	N Bryan AVE	28362	39.16738963	-86.50837407	Vacant site large (Vacant site large)	Not present
101	N Clark ST	Side	E 5th ST	28832	39.16685234	-86.50517836	Vacant site small (Vacant site small)	Present & not conflicting
109	N Clark ST	Front	N Clark ST	28849	39.16719988	-86.50502957	Vacant site large (Vacant site large)	Not present
325	N Clark ST	Front	N Clark ST	28621	39.16910528	-86.50505741	Vacant site large (Vacant site large)	Not present
401	N Clark ST	Front	N Clark ST	28635	39.16964187	-86.50507642	Vacant site medium (Vacant site medium)	Not present
417	N Clark ST	Front	N Clark ST	28609	39.17012244	-86.50508403	Vacant site medium (Vacant site medium)	Not present
117	N Hillsdale DR	Front	N Hillsdale DR	29812	39.16723081	-86.5035507	Vacant site small (Vacant site small)	Not present
131	N Hillsdale DR	Front	N Hillsdale DR	29822	39.16747331	-86.50354595	Vacant site small (Vacant site small)	Not present
139	N Hillsdale DR	Front	N Hillsdale DR	29763	39.16772208	-86.50354214	Vacant site small (Vacant site small)	Not present
144	N Hillsdale DR	Side	E 7th ST	29840	39.1677818	-86.50321592	Vacant site large (Vacant site large)	Not present
335	N Hillsdale DR	Front	N Hillsdale DR	29781	39.16941073	-86.50389439	Vacant site small (Vacant site small)	Not present
105	N Jefferson ST	Front	N Jefferson ST	28358	39.16707263	-86.50725009	Vacant site large (Vacant site large)	Not present
111	N Jefferson ST	Front	N Jefferson ST	28363	39.16725469	-86.50724248	Vacant site large (Vacant site large)	Not present

123	N Jefferson ST	Front	N Jefferson ST	28374	39.16761845	-86.50724676	Vacant site large (Vacant site large)	Not present
127	N Jefferson ST	Front	N Jefferson ST	28383	39.16784141	-86.50724866	Vacant site large (Vacant site large)	Not present
131	N Jefferson ST	Front	N Jefferson ST	28389	39.16796635	-86.50725199	Vacant site large (Vacant site large)	Not present
336	N Jefferson ST	Side	E 8th ST	28521	39.16945415	-86.5068622	Vacant site large (Vacant site large)	Not present
400	N Jefferson ST	Side	E 8th ST	28538	39.16953891	-86.50694348	Vacant site large (Vacant site large)	Not present
400	N Jefferson ST	Side	E 8th ST	28552	39.16954112	-86.50672529	Vacant site large (Vacant site large)	Not present
430	N Jefferson ST	Front	N Jefferson ST	28436	39.17109633	-86.50714551	Vacant site medium (Vacant site medium)	Not present
430	N Jefferson ST	Front	N Jefferson ST	28446	39.17096845	-86.50714171	Vacant site medium (Vacant site medium)	Not present
104	N Overhill DR	Front	N Overhill DR	30625	39.16625018	-86.50184987	Vacant site medium (Vacant site medium)	Not present
101	N Roosevelt ST	Side	E 5th ST	28543	39.16684597	-86.50626847	Vacant site medium (Vacant site medium)	Not present
327	N Roosevelt ST	Front	N Roosevelt ST	28431	39.16919028	-86.50614488	Vacant site large (Vacant site large)	Not present
403	N Roosevelt ST	Side	E 8th ST	28575	39.16954297	-86.50627941	Vacant site medium (Vacant site medium)	Not present
419	N Roosevelt ST	Front	N Roosevelt ST	28537	39.17022623	-86.50615962	Vacant site medium (Vacant site medium)	Not present
102	S Bryan AVE	Side	E 5th ST	27755	39.16677989	-86.50856025	Vacant site large (Vacant site large)	Not present
104	S Bryan AVE	Front	S Bryan AVE	27749	39.16657866	-86.50836345	Vacant site small (Vacant site small)	Not present
105	S Bryan AVE	Front	S Bryan AVE	28380	39.16658067	-86.50821292	Vacant site large (Vacant site large)	Not present

116	S Bryan AVE	Front	S Bryan AVE	27773	39.16613935	-86.50834206	Vacant site small (Vacant site small)	Not present
118	S Bryan AVE	Front	S Bryan AVE	27735	39.16595139	-86.50834111	Vacant site small (Vacant site small)	Not present
121	S Bryan AVE	Side	E 4th ST	28502	39.16564565	-86.50809266	Vacant site large (Vacant site large)	Not present
200	S Bryan AVE	Side	E 4th ST	27679	39.16556293	-86.5086981	Vacant site small (Vacant site small)	Not present
205	S Bryan AVE	Front	S Bryan AVE	28420	39.16536075	-86.50818915	Vacant site medium (Vacant site medium)	Not present
214	S Bryan AVE	Front	S Bryan AVE	27752	39.16484387	-86.50832542	Vacant site large (Vacant site large)	Not present
102	S Clark ST	Side	E 5th ST	28881	39.16677531	-86.50533808	Vacant site small (Vacant site small)	Present & not conflicting
202	S Clark ST	Side	E 4th ST	28866	39.16558046	-86.50519214	Vacant site large (Vacant site large)	Not present
202	S Clark ST	Side	E 4th ST	28875	39.1655764	-86.50537801	Vacant site large (Vacant site large)	Not present
102	S Hillsdale DR	Front	S Hillsdale DR	28899	39.16638317	-86.50349036	Vacant site medium (Vacant site medium)	Not present
105	S Hillsdale DR	Front	S Hillsdale DR	29837	39.16640195	-86.50335853	Vacant site large (Vacant site large)	Not present
120	S Hillsdale DR	Front	S Hillsdale DR	28894	39.16610123	-86.5034742	Vacant site medium (Vacant site medium)	Not present
120	S Hillsdale DR	Side	E 4th ST	28880	39.16585172	-86.50361395	Vacant site large (Vacant site large)	Not present
208	S Hillsdale DR	Front	S Hillsdale DR	28888	39.16527566	-86.50318328	Vacant site small (Vacant site small)	Not present
208	S Hillsdale DR	Front	S Hillsdale DR	28897	39.16539802	-86.50324365	Vacant site small (Vacant site small)	Not present
230	S Hillsdale DR	Front	S Hillsdale DR	28829	39.16479101	-86.50299837	Vacant site large (Vacant site large)	Not present
230	S Hillsdale DR	Front	S Hillsdale DR	28836	39.16490268	-86.50301025	Vacant site large (Vacant site large)	Not present

104	S Jefferson ST	Front	S Jefferson ST	28433	39.16656255	-86.50722917	Vacant site large (Vacant site large)	Not present
213	S Jefferson ST	Front	S Jefferson ST	28396	39.16512224	-86.50707706	Vacant site large (Vacant site large)	Not present
219	S Jefferson ST	Front	S Jefferson ST	28413	39.16483992	-86.50705899	Vacant site small (Vacant site small)	Not present
220	S Jefferson ST	Front	S Jefferson ST	28429	39.16459778	-86.50719875	Vacant site large (Vacant site large)	Not present
220	S Jefferson ST	Front	S Jefferson ST	28441	39.16482002	-86.50720921	Vacant site medium (Vacant site medium)	Not present
107	S Overhill DR	Front	S Overhill DR	30638	39.16543604	-86.50175243	Vacant site large (Vacant site large)	Not present
107	S Overhill DR	Front	S Overhill DR	30646	39.16534832	-86.5017491	Vacant site large (Vacant site large)	Not present
213	S Overhill DR	Front	S Overhill DR	30704	39.16506398	-86.50170459	Vacant site large (Vacant site large)	Not present
213	S Overhill DR	Front	S Overhill DR	30714	39.16485427	-86.50167464	Vacant site small (Vacant site small)	Present & not conflicting
213	S Overhill DR	Side	E Edwards ROW	30665	39.16515741	-86.50150286	Vacant site large (Vacant site large)	Not present
101	S Roosevelt ST	Front	S Roosevelt ST	28483	39.16668933	-86.50600085	Vacant site large (Vacant site large)	Not present
101	S Roosevelt ST	Side	E 5th ST	28873	39.1667672	-86.50561141	Vacant site small (Vacant site small)	Present & not conflicting
129	S Union ST	Side	E 4th ST	27747	39.1656429	-86.50913876	Vacant site large (Vacant site large)	Not present

Project Area 2 Site List

Project Area 2								
Address	Street	Side	On Street	Site ID	Latitude	Longitude	Species	Overhead Utilities
2806	E 3rd ST	Side	E Buick Cadillac BLVD	42945	39.158591	-86.49543533	Vacant site small (Vacant site small)	Not present
3020	E 3rd ST	Rear	E Buick Cadillac BLVD	42974	39.159413	-86.49300863	Vacant site small (Vacant site small)	Not present
3020	E 3rd ST	Side	E Buick Cadillac BLVD	43020	39.159408	-86.49216059	Vacant site small (Vacant site small)	Not present
3020	E 3rd ST	Side	E Buick Cadillac BLVD	43024	39.159406	-86.49204698	Vacant site small (Vacant site small)	Not present
3020	E 3rd ST	Side	E Buick Cadillac BLVD	43028	39.159407	-86.49194525	Vacant site small (Vacant site small)	Not present
3020	E 3rd ST	Side	E Buick Cadillac BLVD	43031	39.159404	-86.49183307	Vacant site small (Vacant site small)	Not present
3020	E 3rd ST	Side	E Buick Cadillac BLVD	43033	39.159403	-86.49172991	Vacant site small (Vacant site small)	Not present
3020	E 3rd ST	Side	E Buick Cadillac BLVD	43035	39.159403	-86.49160965	Vacant site small (Vacant site small)	Not present
3800	E 3rd ST	Side	S Smith RD	42721	39.162947	-86.48088317	Vacant site small (Vacant site small)	Present & not conflicting
3800	E 3rd ST	Side	S Smith RD	42731	39.163177	-86.48088888	Vacant site small (Vacant site small)	Present & not conflicting
3800	E 3rd ST	Side	S Smith RD	42741	39.163361	-86.48095162	Vacant site small (Vacant site small)	Present & not conflicting
3800	E 3rd ST	Side	S Smith RD	42751	39.163492	-86.48101722	Vacant site small (Vacant site small)	Present & not conflicting
3501	E Bradley ST	Front	E Bradley ST	45416	39.156507	-86.48895003	Vacant site large (Vacant site large)	Not present

3505	E Bradley ST	Front	E Bradley ST	45383	39.156574	-86.48842199	Vacant site large (Vacant site large)	Not present
3663	E Brighton AVE	Front	E Brighton AVE	45674	39.157701	-86.4844237	Vacant site large (Vacant site large)	Not present
3855	E Brighton AVE	Side	S Smith RD	42549	39.157941	-86.48072131	Vacant site small (Vacant site small)	Present & not conflicting
3855	E Brighton AVE	Side	S Smith RD	42555	39.158038	-86.48072345	Vacant site small (Vacant site small)	Present & not conflicting
3855	E Brighton AVE	Side	S Smith RD	42561	39.158115	-86.4807263	Vacant site small (Vacant site small)	Present & not conflicting
3855	E Brighton AVE	Side	S Smith RD	42567	39.158182	-86.48072844	Vacant site small (Vacant site small)	Present & not conflicting
3822	E Brownridge RD	Side	S Smith RD	42680	39.160525	-86.48079404	Vacant site small (Vacant site small)	Present & not conflicting
3822	E Brownridge RD	Side	S Smith RD	42690	39.160654	-86.48079404	Vacant site small (Vacant site small)	Present & not conflicting
3822	E Brownridge RD	Side	S Smith RD	42700	39.160778	-86.48079262	Vacant site small (Vacant site small)	Present & not conflicting
3822	E Brownridge RD	Side	S Smith RD	42710	39.16094	-86.48079048	Vacant site small (Vacant site small)	Present & not conflicting
2907	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43019	39.158392	-86.49608229	Vacant site small (Vacant site small)	Not present
2909	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	42938	39.15852	-86.4956616	Vacant site small (Vacant site small)	Not present
2909	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43025	39.15849	-86.49575144	Vacant site small (Vacant site small)	Not present
3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	42971	39.159406	-86.49312271	Vacant site small (Vacant site small)	Not present
3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43006	39.158971	-86.49421841	Vacant site small (Vacant site small)	Not present

3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43010	39.159148	-86.49377823	Vacant site small (Vacant site small)	Not present
3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43014	39.15918	-86.4936689	Vacant site small (Vacant site small)	Not present
3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43018	39.159221	-86.49358286	Vacant site small (Vacant site small)	Not present
3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43022	39.159258	-86.49352249	Vacant site small (Vacant site small)	Not present
3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43026	39.159299	-86.4934336	Vacant site small (Vacant site small)	Not present
3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43029	39.159336	-86.49333567	Vacant site small (Vacant site small)	Not present
3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43032	39.15938	-86.49323252	Vacant site small (Vacant site small)	Not present
3724	E Cameron AVE	Front	E Cameron AVE	45621	39.161588	-86.48360324	Vacant site large (Vacant site large)	Not present
3727	E Cameron AVE	Front	E Cameron AVE	45657	39.161714	-86.48459413	Vacant site large (Vacant site large)	Not present
3806	E Cameron AVE	Side	S Christopher DR	45747	39.161116	-86.48202835	Vacant site large (Vacant site large)	Not present
3811	E Cameron AVE	Front	E Cameron AVE	45625	39.161832	-86.4819402	Vacant site large (Vacant site large)	Not present
2920	E Covenanter DR	Front	E Covenanter DR	43186	39.155122	-86.49527036	Vacant site small (Vacant site small)	Not present
3536	E Covenanter DR	Rear	E Moores PIKE	48653	39.150333	-86.4887597	Vacant site medium (Vacant site medium)	Not present
3436	E Homestead DR	Front	E Homestead DR	45324	39.154478	-86.48888463	Vacant site large (Vacant site large)	Not present
3500	E Homestead DR	Front	E Homestead DR	45335	39.154466	-86.48839541	Vacant site large (Vacant site large)	Not present
3500	E Homestead DR	Front	E Homestead DR	45347	39.154467	-86.48825224	Vacant site large (Vacant site large)	Not present

3500	E Homestead DR	Front	E Homestead DR	45358	39.154459	-86.48805552	Vacant site small (Vacant site small)	Not present
4375	E Moores PIKE	Side	S Smith RD	42353	39.154083	-86.48063942	Vacant site small (Vacant site small)	Present & not conflicting
3876	E Regents CIR	Front	E Regents CIR	42260	39.151482	-86.48134841	Vacant site small (Vacant site small)	Not present
3884	E Regents CIR	Front	E Regents CIR	42276	39.151482	-86.48187605	Vacant site small (Vacant site small)	Not present
3884	E Regents CIR	Front	E Regents CIR	42285	39.151478	-86.48199774	Vacant site small (Vacant site small)	Not present
3884	E Regents CIR	Front	E Regents CIR	42330	39.151437	-86.48267038	Vacant site small (Vacant site small)	Not present
3757	E Villa Glen CT	Front	E Villa Glen CT	34724	39.15651	-86.48321521	Vacant site small (Vacant site small)	Not present
886	S Baldwin DR	Front	S Baldwin DR	34816	39.156825	-86.48165937	Vacant site small (Vacant site small)	Not present
708	S Christopher DR	Front	S Christopher DR	45732	39.159279	-86.48214529	Vacant site large (Vacant site large)	Not present
708	S Christopher DR	Front	S Christopher DR	45739	39.159022	-86.48213602	Vacant site large (Vacant site large)	Not present
724	S Christopher DR	Front	S Christopher DR	45745	39.158703	-86.48212533	Vacant site large (Vacant site large)	Not present
724	S Christopher DR	Front	S Christopher DR	45752	39.158591	-86.48212176	Vacant site large (Vacant site large)	Not present
724	S Christopher DR	Front	S Christopher DR	45759	39.158403	-86.48211677	Vacant site large (Vacant site large)	Not present
725	S Christopher DR	Front	S Christopher DR	45814	39.158354	-86.48192211	Vacant site large (Vacant site large)	Not present
725	S Christopher DR	Front	S Christopher DR	45824	39.158565	-86.48192853	Vacant site large (Vacant site large)	Not present
725	S Christopher DR	Front	S Christopher DR	45835	39.15868	-86.48193209	Vacant site large (Vacant site large)	Not present
737	S Christopher DR	Front	S Christopher DR	45797	39.157773	-86.481905	Vacant site large (Vacant site large)	Not present

415	S Clarizz BLVD	Front	S Clarizz BLVD	43154	39.162643	-86.49063324	Vacant site large (Vacant site large)	Not present
415	S Clarizz BLVD	Media n	S Clarizz BLVD	43050	39.162622	-86.49074074	Vacant site large (Vacant site large)	Not present
487	S Clarizz BLVD	Front	S Clarizz BLVD	43066	39.162244	-86.49062801	Vacant site large (Vacant site large)	Not present
487	S Clarizz BLVD	Front	S Clarizz BLVD	43071	39.162117	-86.49062564	Vacant site large (Vacant site large)	Not present
487	S Clarizz BLVD	Front	S Clarizz BLVD	43076	39.16198	-86.49062231	Vacant site large (Vacant site large)	Not present
487	S Clarizz BLVD	Front	S Clarizz BLVD	43081	39.161831	-86.49062183	Vacant site large (Vacant site large)	Not present
487	S Clarizz BLVD	Front	S Clarizz BLVD	43086	39.1617	-86.49061851	Vacant site large (Vacant site large)	Not present
487	S Clarizz BLVD	Front	S Clarizz BLVD	43147	39.162502	-86.49062754	Vacant site large (Vacant site large)	Not present
487	S Clarizz BLVD	Media n	S Clarizz BLVD	43047	39.162477	-86.49073836	Vacant site large (Vacant site large)	Not present
1150	S Clarizz BLVD	Front	S Clarizz BLVD	35130	39.152633	-86.49059961	Vacant site small (Vacant site small)	Not present
720	S College Mall RD	Media n	S College Mall RD	48628	39.159569	-86.49776995	Vacant site large (Vacant site large)	Not present
1155	S College Mall RD	Front	S College Mall RD	41565	39.154109	-86.49755829	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41538	39.153687	-86.49754831	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41545	39.153754	-86.49754878	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41551	39.153842	-86.49755211	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41553	39.153923	-86.49755449	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41569	39.152424	-86.49753642	Vacant site small (Vacant site small)	Not present

1321	S College Mall RD	Front	S College Mall RD	41573	39.152353	-86.49753595	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41579	39.152285	-86.497535	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41606	39.153204	-86.49754118	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41611	39.153137	-86.49754165	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41615	39.153071	-86.49754165	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41618	39.152991	-86.49753928	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41621	39.152925	-86.4975426	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41627	39.152746	-86.49753975	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41630	39.152672	-86.49753833	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41631	39.152601	-86.49753833	Vacant site small (Vacant site small)	Not present
1321	S College Mall RD	Front	S College Mall RD	41633	39.152481	-86.49753547	Vacant site small (Vacant site small)	Not present
908	S Fenbrook CT	Side	S Smith RD	42495	39.156203	-86.48070597	Vacant site small (Vacant site small)	Present & not conflicting
908	S Fenbrook CT	Side	S Smith RD	42503	39.156312	-86.48070169	Vacant site small (Vacant site small)	Present & not conflicting
908	S Fenbrook CT	Side	S Smith RD	42511	39.156426	-86.480686	Vacant site small (Vacant site small)	Present & not conflicting
908	S Fenbrook CT	Side	S Smith RD	42518	39.156511	-86.4806803	Vacant site small (Vacant site small)	Present & not conflicting
908	S Fenbrook CT	Side	S Smith RD	42525	39.156592	-86.48067935	Vacant site small (Vacant site small)	Present & not conflicting

908	S Fenbrook CT	Side	S Smith RD	42531	39.156665	-86.4806803	Vacant site small (Vacant site small)	Present & not conflicting
908	S Fenbrook CT	Side	S Smith RD	42537	39.156835	-86.48068695	Vacant site small (Vacant site small)	Present & not conflicting
908	S Fenbrook CT	Side	S Smith RD	42543	39.15696	-86.48068695	Vacant site small (Vacant site small)	Present & not conflicting
929	S Fenbrook CT	Side	S Smith RD	42430	39.155523	-86.48069884	Vacant site small (Vacant site small)	Present & not conflicting
929	S Fenbrook CT	Side	S Smith RD	42452	39.155622	-86.48069551	Vacant site small (Vacant site small)	Present & not conflicting
929	S Fenbrook CT	Side	S Smith RD	42459	39.155744	-86.48071357	Vacant site small (Vacant site small)	Present & not conflicting
929	S Fenbrook CT	Side	S Smith RD	42468	39.155865	-86.48071167	Vacant site small (Vacant site small)	Present & not conflicting
929	S Fenbrook CT	Side	S Smith RD	42479	39.15596	-86.48070882	Vacant site small (Vacant site small)	Present & not conflicting
929	S Fenbrook CT	Side	S Smith RD	42486	39.156077	-86.48070407	Vacant site small (Vacant site small)	Present & not conflicting
932	S Fenbrook CT	Front	S Fenbrook CT	34701	39.155334	-86.48148115	Vacant site small (Vacant site small)	Not present
933	S Fenbrook CT	Side	S Smith RD	42409	39.155347	-86.4806879	Vacant site small (Vacant site small)	Present & not conflicting
933	S Fenbrook CT	Side	S Smith RD	42422	39.155435	-86.48069503	Vacant site small (Vacant site small)	Present & not conflicting
937	S Fenbrook CT	Side	S Smith RD	42398	39.155157	-86.48068363	Vacant site small (Vacant site small)	Present & not conflicting
941	S Fenbrook CT	Side	S Smith RD	42381	39.154919	-86.48067412	Vacant site small (Vacant site small)	Present & not conflicting
941	S Fenbrook CT	Side	S Smith RD	42389	39.155035	-86.48067697	Vacant site small (Vacant site small)	Present & not conflicting

945	S Fenbrook CT	Side	S Smith RD	42365	39.154768	-86.48066746	Vacant site small (Vacant site small)	Present & not conflicting
945	S Fenbrook CT	Side	S Smith RD	42371	39.154836	-86.48066651	Vacant site small (Vacant site small)	Present & not conflicting
1416	S Fenbrook LN	Side	E Covenanter DR	34847	39.151888	-86.48768212	Vacant site small (Vacant site small)	Not present
616	S Fieldcrest AVE	Front	S Fieldcrest AVE	45722	39.159406	-86.48393494	Vacant site large (Vacant site large)	Not present
707	S Fieldcrest AVE	Front	S Fieldcrest AVE	45877	39.159383	-86.48373608	Vacant site large (Vacant site large)	Not present
425	S Meadowbrook DR	Side	E Cameron AVE	45596	39.162026	-86.48547156	Vacant site large (Vacant site large)	Not present
438	S Meadowbrook DR	Front	S Meadowbrook DR	45655	39.162036	-86.48598098	Vacant site large (Vacant site large)	Not present
438	S Meadowbrook DR	Front	S Meadowbrook DR	45661	39.161788	-86.48627048	Vacant site large (Vacant site large)	Not present
515	S Meadowbrook DR	Front	S Meadowbrook DR	45600	39.161005	-86.4868324	Vacant site large (Vacant site large)	Not present
524	S Meadowbrook DR	Front	S Meadowbrook DR	45635	39.160894	-86.48725447	Vacant site large (Vacant site large)	Not present
615	S Meadowbrook DR	Front	S Meadowbrook DR	45559	39.159569	-86.48716456	Vacant site large (Vacant site large)	Not present
704	S Meadowbrook DR	Front	S Meadowbrook DR	45433	39.158729	-86.48739345	Vacant site large (Vacant site large)	Not present
725	S Meadowbrook DR	Front	S Meadowbrook DR	45530	39.157838	-86.48713319	Vacant site large (Vacant site large)	Not present

725	S Meadowbrook DR	Front	S Meadowbrook DR	45540	39.15798	-86.48713461	Vacant site large (Vacant site large)	Not present
800	S Meadowbrook DR	Front	S Meadowbrook DR	45477	39.157203	-86.48735922	Vacant site large (Vacant site large)	Not present
814	S Meadowbrook DR	Side	E Bradley ST	45519	39.156679	-86.4877061	Vacant site large (Vacant site large)	Not present
1005	S Meadowbrook DR	Front	S Meadowbrook DR	45232	39.154031	-86.4870545	Vacant site medium (Vacant site medium)	Not present
1005	S Meadowbrook DR	Side	E Homestead DR	45253	39.154447	-86.48671675	Vacant site large (Vacant site large)	Not present
1008	S Meadowbrook DR	Side	E Homestead DR	45176	39.154457	-86.48741593	Vacant site large (Vacant site large)	Not present
1008	S Meadowbrook DR	Side	E Homestead DR	45368	39.154456	-86.48756527	Vacant site large (Vacant site large)	Not present
301	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45382	39.163772	-86.48920798	Vacant site medium (Vacant site medium)	Not present
301	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45393	39.163981	-86.48920228	Vacant site medium (Vacant site medium)	Not present
411	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45556	39.162183	-86.48888212	Vacant site large (Vacant site large)	Not present
421	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45535	39.161747	-86.48885146	Vacant site medium (Vacant site medium)	Not present
421	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45545	39.161825	-86.48882936	Vacant site medium (Vacant site medium)	Not present
511	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45526	39.161031	-86.48905824	Vacant site medium (Vacant site medium)	Not present

711	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45562	39.158445	-86.48864913	Vacant site large (Vacant site large)	Not present
800	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45496	39.157778	-86.48879886	Vacant site large (Vacant site large)	Not present
800	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45505	39.157669	-86.48879673	Vacant site medium (Vacant site medium)	Not present
900	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45425	39.156742	-86.48937714	Vacant site large (Vacant site large)	Not present
900	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45435	39.156606	-86.48939354	Vacant site large (Vacant site large)	Not present
910	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45441	39.156259	-86.48939282	Vacant site large (Vacant site large)	Not present
910	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45453	39.156143	-86.48938926	Vacant site large (Vacant site large)	Not present
941	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45449	39.15521	-86.48881598	Vacant site large (Vacant site large)	Not present
602	S Ravencrest AVE	Front	S Ravencrest AVE	45654	39.160012	-86.48567508	Vacant site large (Vacant site large)	Not present
612	S Ravencrest AVE	Front	S Ravencrest AVE	45650	39.159579	-86.48564182	Vacant site large (Vacant site large)	Not present
712	S Ravencrest AVE	Front	S Ravencrest AVE	45643	39.15862	-86.48561661	Vacant site large (Vacant site large)	Not present
722	S Ravencrest AVE	Front	S Ravencrest AVE	45659	39.158197	-86.48574995	Vacant site large (Vacant site large)	Not present
722	S Ravencrest AVE	Front	S Ravencrest AVE	45664	39.15809	-86.48579131	Vacant site large (Vacant site large)	Not present
300	S Reisner RD	Front	S Reisner RD	38958	39.163602	-86.48804627	Vacant site large (Vacant site large)	Not present
300	S Reisner RD	Front	S Reisner RD	38962	39.163397	-86.48805103	Vacant site large (Vacant site large)	Not present
330	S Smith RD	Front	S Smith RD	42775	39.162424	-86.48085964	Vacant site small (Vacant site small)	Present & not conflicting

330	S Smith RD	Front	S Smith RD	42784	39.162513	-86.48085893	Vacant site small (Vacant site small)	Present & not conflicting
330	S Smith RD	Front	S Smith RD	42791	39.162617	-86.48087105	Vacant site small (Vacant site small)	Present & not conflicting
628	S Smith RD	Front	S Smith RD	42635	39.159883	-86.48077836	Vacant site small (Vacant site small)	Not present
628	S Smith RD	Front	S Smith RD	42644	39.16004	-86.48078335	Vacant site small (Vacant site small)	Not present
628	S Smith RD	Front	S Smith RD	42653	39.160155	-86.48078335	Vacant site small (Vacant site small)	Not present
628	S Smith RD	Front	S Smith RD	42662	39.160261	-86.4807862	Vacant site small (Vacant site small)	Present & not conflicting
628	S Smith RD	Front	S Smith RD	42671	39.1604	-86.48079048	Vacant site small (Vacant site small)	Present & not conflicting
684	S Smith RD	Front	S Smith RD	42614	39.159463	-86.48075982	Vacant site small (Vacant site small)	Present & not conflicting
684	S Smith RD	Front	S Smith RD	42622	39.159581	-86.48076481	Vacant site small (Vacant site small)	Not present
684	S Smith RD	Front	S Smith RD	42629	39.159695	-86.48076837	Vacant site small (Vacant site small)	Not present
708	S Smith RD	Front	S Smith RD	42594	39.158786	-86.4807534	Vacant site small (Vacant site small)	Present & not conflicting
708	S Smith RD	Front	S Smith RD	42601	39.158919	-86.48075411	Vacant site small (Vacant site small)	Present & not conflicting
708	S Smith RD	Front	S Smith RD	42609	39.159044	-86.48075768	Vacant site small (Vacant site small)	Present & not conflicting
720	S Smith RD	Front	S Smith RD	42573	39.158564	-86.48072203	Vacant site small (Vacant site small)	Present & not conflicting
720	S Smith RD	Front	S Smith RD	42580	39.158646	-86.48072702	Vacant site small (Vacant site small)	Present & not conflicting

720	S Smith RD	Front	S Smith RD	42587	39.158681	-86.48072702	Vacant site small (Vacant site small)	Present & not conflicting
1251	S Stella DR	Side	E Cobble Creek DR	42182	39.152727	-86.48161298	Vacant site large (Vacant site large)	Not present
1251	S Stella DR	Side	S Smith RD	42291	39.153273	-86.48064797	Vacant site small (Vacant site small)	Present & not conflicting
1251	S Stella DR	Side	S Smith RD	42300	39.153335	-86.48064892	Vacant site small (Vacant site small)	Present & not conflicting
1251	S Stella DR	Side	S Smith RD	42309	39.153442	-86.48063704	Vacant site small (Vacant site small)	Present & not conflicting
1251	S Stella DR	Side	S Smith RD	42317	39.153567	-86.48064037	Vacant site small (Vacant site small)	Present & not conflicting
1251	S Stella DR	Side	S Smith RD	42324	39.153656	-86.48064655	Vacant site small (Vacant site small)	Present & not conflicting
1331	S Stella DR	Side	S Smith RD	42726	39.152045	-86.48060139	Vacant site small (Vacant site small)	Present & not conflicting
1331	S Stella DR	Side	S Smith RD	42735	39.15211	-86.48060709	Vacant site small (Vacant site small)	Present & not conflicting
1331	S Stella DR	Side	S Smith RD	42746	39.152184	-86.48060804	Vacant site small (Vacant site small)	Present & not conflicting
1331	S Stella DR	Side	S Smith RD	42756	39.15229	-86.48060662	Vacant site small (Vacant site small)	Present & not conflicting
1331	S Stella DR	Side	S Smith RD	42766	39.152354	-86.48061042	Vacant site small (Vacant site small)	Present & not conflicting
1331	S Stella DR	Side	S Smith RD	42776	39.15245	-86.48062326	Vacant site small (Vacant site small)	Present & not conflicting
1331	S Stella DR	Side	S Smith RD	42785	39.152563	-86.48061993	Vacant site small (Vacant site small)	Present & not conflicting
1331	S Stella DR	Side	S Smith RD	42794	39.152638	-86.48063752	Vacant site small (Vacant site small)	Present & not conflicting

Project Area 3 Site List

Project Area 3								
Address	Street	Side	On Street	Site ID	Latitude	Longitude	Species	Overhead Utilities
1021	N Blair AVE	Front	N Blair AVE	32690	39.1756155	-86.54527021	Vacant site large (Vacant site large)	Not present
419	N Jackson ST	Front	N Jackson ST	27208	39.170134	-86.53988282	Vacant site small (Vacant site small)	Not present
421	N Jackson ST	Front	N Jackson ST	27196	39.1702641	-86.53988234	Vacant site small (Vacant site small)	Not present
819	N Jackson ST	Side	W 13th ST	38101	39.1750217	-86.54016951	Vacant site small (Vacant site small)	Present & not conflicting
819	N Jackson ST	Side	W 13th ST	38109	39.1750232	-86.5400635	Vacant site small (Vacant site small)	Present & not conflicting
1002	N Jackson ST	Front	N Jackson ST	39450	39.1767708	-86.53961865	Vacant site large (Vacant site large)	Not present
1005	N Jackson ST	Front	N Jackson ST	39465	39.1768582	-86.5397565	Vacant site small (Vacant site small)	Present & not conflicting
1009	N Jackson ST	Front	N Jackson ST	39468	39.1770369	-86.53975032	Vacant site small (Vacant site small)	Present & not conflicting
1011	N Jackson ST	Front	N Jackson ST	39471	39.1772167	-86.53973986	Vacant site small (Vacant site small)	Present & not conflicting
1014	N Jackson ST	Front	N Jackson ST	39453	39.1768936	-86.53961817	Vacant site large (Vacant site large)	Not present
1023	N Jackson ST	Front	N Jackson ST	39474	39.1775182	-86.53974367	Vacant site small (Vacant site small)	Present & not conflicting
1107	N Jackson ST	Front	N Jackson ST	39477	39.1778078	-86.53975603	Vacant site small (Vacant site small)	Present & not conflicting
1113	N Madison ST	Front	N Madison ST	38054	39.177091	-86.53779322	Vacant site small (Vacant site small)	Present & not conflicting
905	N Maple ST	Front	N Maple ST	39861	39.175407	-86.54216417	Vacant site small (Vacant site small)	Not present

909	N Maple ST	Front	N Maple ST	39838	39.1755939	-86.54215347	Vacant site small (Vacant site small)	Present & not conflicting
909	N Maple ST	Front	N Maple ST	39851	39.1755419	-86.54216132	Vacant site small (Vacant site small)	Present & not conflicting
911	N Maple ST	Front	N Maple ST	39828	39.1756718	-86.54215276	Vacant site small (Vacant site small)	Present & not conflicting
911	N Maple ST	Front	N Maple ST	39881	39.1757287	-86.54215918	Vacant site small (Vacant site small)	Present & not conflicting
621	N Monroe ST	Side	W Cottage Grove AVE	39774	39.1721925	-86.54725334	Vacant site medium (Vacant site medium)	Not present
621	N Monroe ST	Side	W Cottage Grove AVE	39777	39.1721939	-86.54734889	Vacant site medium (Vacant site medium)	Not present
622	N Monroe ST	Front	N Monroe ST	39697	39.1723207	-86.54703373	Vacant site medium (Vacant site medium)	Not present
643	N Monroe ST	Front	N Monroe ST	39768	39.1729575	-86.54718299	Vacant site small (Vacant site small)	Present & not conflicting
643	N Monroe ST	Front	N Monroe ST	39775	39.1730784	-86.54719297	Vacant site small (Vacant site small)	Present & not conflicting
906	N Monroe ST	Side	W 12th ST	39854	39.1742132	-86.5468992	Vacant site large (Vacant site large)	Not present
916	N Monroe ST	Side	N Orris DR	39823	39.1749691	-86.54691251	Vacant site large (Vacant site large)	Not present
405	N Oak ST	Front	N Oak ST	38299	39.1697595	-86.54648285	Vacant site small (Vacant site small)	Not present
405	N Oak ST	Front	N Oak ST	38308	39.1698185	-86.54648047	Vacant site small (Vacant site small)	Not present
405	N Oak ST	Front	N Oak ST	38320	39.1699751	-86.54646859	Vacant site small (Vacant site small)	Not present
904	N Orris DR	Front	N Orris DR	39860	39.1743227	-86.54479907	Vacant site large (Vacant site large)	Not present
919	N Orris DR	Front	N Orris DR	39821	39.174728	-86.54540277	Vacant site large (Vacant site large)	Not present
1019	N Orris DR	Front	N Orris DR	39835	39.1749665	-86.54603072	Vacant site large (Vacant site large)	Not present

1031	N Orris DR	Front	N Orris DR	39844	39.1749727	-86.54643525	Vacant site large (Vacant site large)	Not present
208	N Ritter ST	Front	N Ritter ST	38573	39.168455	-86.55091503	Vacant site small (Vacant site small)	Not present
225	N Ritter ST	Front	N Ritter ST	38571	39.1683537	-86.55100915	Vacant site small (Vacant site small)	Present & not conflicting
225	N Ritter ST	Front	N Ritter ST	38605	39.1684856	-86.55099869	Vacant site small (Vacant site small)	Present & not conflicting
702	W 4th ST	Side	S Fairview ST	38499	39.1659805	-86.54096414	Vacant site small (Vacant site small)	Present & not conflicting
702	W 4th ST	Side	S Fairview ST	38509	39.1660528	-86.54096509	Vacant site small (Vacant site small)	Present & not conflicting
713	W 6th ST	Front	W 6th ST	38448	39.1675625	-86.54150626	Vacant site large (Vacant site large)	Not present
727	W 6th ST	Front	W 6th ST	38475	39.1675614	-86.54199351	Vacant site medium (Vacant site medium)	Not present
837	W 6th ST	Side	N Waldron ST	38358	39.1674252	-86.54366941	Vacant site small (Vacant site small)	Not present
1020	W 6th ST	Front	W 6th ST	38405	39.1676941	-86.5461952	Vacant site large (Vacant site large)	Not present
1026	W 6th ST	Front	W 6th ST	38397	39.1677026	-86.54633115	Vacant site large (Vacant site large)	Not present
1030	W 6th ST	Front	W 6th ST	38390	39.1676967	-86.54656835	Vacant site large (Vacant site large)	Not present
1130	W 6th ST	Side	N Pine ST	38498	39.1680843	-86.54838632	Vacant site medium (Vacant site medium)	Not present
1200	W 6th ST	Side	N Pine ST	38375	39.1678958	-86.54849756	Vacant site small (Vacant site small)	Not present
1200	W 6th ST	Side	N Pine ST	38381	39.1679704	-86.54849827	Vacant site small (Vacant site small)	Not present
1200	W 6th ST	Side	N Pine ST	38387	39.1680605	-86.54849969	Vacant site small (Vacant site small)	Not present
1318	W 6th ST	Side	N Ritter ST	38552	39.1677946	-86.55092264	Vacant site small (Vacant site small)	Present & not conflicting

1318	W 6th ST	Side	N Ritter ST	38562	39.1678646	-86.55092311	Vacant site small (Vacant site small)	Not present
907	W 7th ST	Front	W 7th ST	38278	39.1685738	-86.54431936	Vacant site medium (Vacant site medium)	Not present
915	W 7th ST	Front	W 7th ST	38274	39.1685782	-86.54443535	Vacant site medium (Vacant site medium)	Not present
1127	W 7th ST	Side	N Pine ST	38490	39.1682534	-86.54838418	Vacant site medium (Vacant site medium)	Not present
922	W 8th ST	Side	N John ST	38233	39.1699084	-86.54430904	Vacant site medium (Vacant site medium)	Not present
1008	W 8th ST	Front	W 8th ST	38195	39.169621	-86.54468267	Vacant site small (Vacant site small)	Not present
1317	W 8th ST	Front	W 8th ST	42286	39.1695489	-86.55039293	Vacant site small (Vacant site small)	Present & not conflicting
1323	W 8th ST	Front	W 8th ST	42245	39.1695407	-86.55074867	Vacant site small (Vacant site small)	Present & not conflicting
1600	W 8th ST	Side	N Hay ST	42571	39.1697766	-86.55357118	Vacant site small (Vacant site small)	Present & not conflicting
1600	W 8th ST	Side	N Hay ST	42578	39.1698691	-86.553565	Vacant site small (Vacant site small)	Present & not conflicting
1600	W 8th ST	Side	N Hay ST	42586	39.1699602	-86.5535669	Vacant site small (Vacant site small)	Present & not conflicting
1600	W 8th ST	Side	N Hay ST	42593	39.1700482	-86.55356595	Vacant site small (Vacant site small)	Present & not conflicting
609	W 9th ST	Front	W 9th ST	27165	39.1703875	-86.54017231	Vacant site small (Vacant site small)	Not present
609	W 9th ST	Front	W 9th ST	27248	39.1703894	-86.54030494	Vacant site small (Vacant site small)	Not present
812	W 9th ST	Front	W 9th ST	38167	39.1705065	-86.5432213	Vacant site small (Vacant site small)	Not present
812	W 9th ST	Front	W 9th ST	38178	39.1705031	-86.54304375	Vacant site small (Vacant site small)	Not present
812	W 9th ST	Front	W 9th ST	38186	39.1705025	-86.5429343	Vacant site small (Vacant site small)	Not present

812	W 9th ST	Front	W 9th ST	38191	39.1705077	-86.54274986	Vacant site small (Vacant site small)	Not present
812	W 9th ST	Front	W 9th ST	47198	39.1692695	-86.54856227	Vacant site medium (Vacant site medium)	Not present
815	W 9th ST	Front	W 9th ST	38281	39.1704052	-86.54289104	Vacant site medium (Vacant site medium)	Not present
821	W 9th ST	Side	N William ST	38293	39.1702003	-86.54321904	Vacant site small (Vacant site small)	Present & not conflicting
821	W 9th ST	Side	N William ST	38303	39.1701505	-86.54321999	Vacant site small (Vacant site small)	Present & not conflicting
821	W 9th ST	Side	N William ST	38319	39.1701023	-86.54321999	Vacant site small (Vacant site small)	Present & not conflicting
915	W 9th ST	Front	W 9th ST	38207	39.17041	-86.54401384	Vacant site medium (Vacant site medium)	Not present
1003	W 9th ST	Side	N John ST	38213	39.1703061	-86.54435847	Vacant site medium (Vacant site medium)	Not present
1003	W 9th ST	Side	N John ST	38222	39.1701487	-86.5443637	Vacant site medium (Vacant site medium)	Not present
1008	W 10th ST	Front	W 10th ST	39721	39.1718663	-86.54602074	Vacant site large (Vacant site large)	Not present
1122	W 11th ST	Front	W 11th ST	46237	39.1733055	-86.5479335	Vacant site medium (Vacant site medium)	Not present
1209	W 11th ST	Side	N Summit ST	39784	39.1730629	-86.54829105	Vacant site small (Vacant site small)	Present & not conflicting
1215	W 11th ST	Front	W 11th ST	46306	39.1731678	-86.54893745	Vacant site small (Vacant site small)	Present & not conflicting
600	W 12th ST	Side	N Jackson ST	39516	39.1742761	-86.53978074	Vacant site small (Vacant site small)	Present & not conflicting
801	W 12th ST	Side	N Maple ST	39870	39.1739992	-86.54218556	Vacant site small (Vacant site small)	Not present
1023	W 12th ST	Front	W 12th ST	39883	39.1740128	-86.54595942	Vacant site large (Vacant site large)	Not present
1029	W 12th ST	Front	W 12th ST	39822	39.1740876	-86.54627078	Vacant site large (Vacant site large)	Not present

1223	W 12th ST	Front	W 12th ST	32661	39.1741833	-86.549288	Vacant site large (Vacant site large)	Not present
1321	W 12th ST	Front	W 12th ST	32633	39.1741739	-86.5502399	Vacant site small (Vacant site small)	Present & not conflicting
1516	W 12th ST	Rear	W 13th ST	32772	39.1750191	-86.55137434	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Rear	W 13th ST	32785	39.1750407	-86.55126525	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Rear	W 13th ST	32796	39.1750506	-86.55117541	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Side	N Summit ST	32606	39.1758886	-86.54743125	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Side	N Summit ST	32622	39.1756034	-86.54800381	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Side	W Illinois CT	32645	39.1760334	-86.55104563	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Side	W Illinois CT	32659	39.1760014	-86.55096078	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Side	N Summit ST	32666	39.1747035	-86.54801023	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Side	W Illinois CT	32667	39.1759207	-86.55089803	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Side	N Illinois ST	32704	39.1744277	-86.55143424	Vacant site small (Vacant site small)	Present & not conflicting
1516	W 12th ST	Side	N Summit ST	32732	39.1758599	-86.54783839	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Side	N Summit ST	32742	39.1758847	-86.54769792	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Side	N Summit ST	32751	39.175887	-86.54758098	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Side	N Illinois ST	32784	39.1752784	-86.55175867	Vacant site small (Vacant site small)	Not present
1516	W 12th ST	Side	N Illinois ST	32795	39.1753552	-86.55176366	Vacant site small (Vacant site small)	Not present

705	W 13th ST	Front	W 13th ST	38154	39.1750129	-86.54118535	Vacant site small (Vacant site small)	Present & not conflicting
1018	W 14th ST	Front	W 14th ST	32662	39.1759151	-86.54588342	Vacant site small (Vacant site small)	Not present
1026	W 14th ST	Front	W 14th ST	32652	39.175909	-86.54622211	Vacant site small (Vacant site small)	Not present
1034	W 14th ST	Front	W 14th ST	32905	39.1759107	-86.54644672	Vacant site small (Vacant site small)	Not present
1050	W 14th ST	Front	W 14th ST	32643	39.1759118	-86.546861	Vacant site small (Vacant site small)	Not present
1100	W 14th ST	Side	N Dyer DR	39840	39.1754668	-86.54431753	Vacant site large (Vacant site large)	Not present
1100	W 14th ST	Side	N Dyer DR	39871	39.1759838	-86.5439683	Vacant site large (Vacant site large)	Not present
1100	W 14th ST	Side	N Dyer DR	39879	39.1761798	-86.54391261	Vacant site large (Vacant site large)	Not present
616	W 15th ST	Front	W 15th ST	39470	39.1766621	-86.54048237	Vacant site medium (Vacant site medium)	Not present
616	W 15th ST	Front	W 15th ST	39473	39.1766662	-86.54063781	Vacant site medium (Vacant site medium)	Not present
620	W 15th ST	Front	W 15th ST	39520	39.1766662	-86.54093016	Vacant site small (Vacant site small)	Present & not conflicting
1000	W 15th ST	Side	N Monroe ST	42376	39.1764505	-86.54707763	Vacant site small (Vacant site small)	Present & not conflicting
1000	W 15th ST	Side	N Monroe ST	42384	39.1765301	-86.54707335	Vacant site small (Vacant site small)	Present & not conflicting
1000	W 15th ST	Side	N Monroe ST	42395	39.1766009	-86.54706123	Vacant site small (Vacant site small)	Present & not conflicting
1000	W 15th ST	Side	N Monroe ST	42405	39.1766827	-86.54705482	Vacant site small (Vacant site small)	Present & not conflicting
1000	W 15th ST	Side	N Monroe ST	42415	39.1767523	-86.54705339	Vacant site small (Vacant site small)	Present & not conflicting
1000	W 15th ST	Side	N Monroe ST	42425	39.1768269	-86.54705196	Vacant site small (Vacant site small)	Present & not conflicting

1000	W 15th ST	Side	N Monroe ST	42435	39.1769154	-86.5470484	Vacant site small (Vacant site small)	Present & not conflicting
1000	W 15th ST	Side	N Monroe ST	42445	39.1770221	-86.54704341	Vacant site small (Vacant site small)	Present & not conflicting
1000	W 15th ST	Side	N Monroe ST	42501	39.1776019	-86.54703913	Vacant site small (Vacant site small)	Present & not conflicting
1000	W 15th ST	Side	N Monroe ST	42509	39.1776809	-86.54703271	Vacant site small (Vacant site small)	Present & not conflicting
1000	W 15th ST	Side	N Monroe ST	42516	39.177776	-86.54703271	Vacant site small (Vacant site small)	Present & not conflicting
1000	W 15th ST	Side	N Monroe ST	42523	39.1778689	-86.54703129	Vacant site small (Vacant site small)	Present & not conflicting
1000	W 15th ST	Side	N Monroe ST	42529	39.1779639	-86.54703842	Vacant site small (Vacant site small)	Present & not conflicting
1209	W 15th ST	Front	W 15th ST	46309	39.1765967	-86.54907039	Vacant site large (Vacant site large)	Not present
1209	W 15th ST	Front	W 15th ST	46320	39.1766026	-86.55059201	Vacant site medium (Vacant site medium)	Not present
1209	W 15th ST	Rear	W 13th ST	32625	39.1750562	-86.54936286	Vacant site small (Vacant site small)	Not present
1209	W 15th ST	Rear	W 13th ST	32632	39.1750573	-86.54925876	Vacant site small (Vacant site small)	Not present
1209	W 15th ST	Rear	W 13th ST	32814	39.1750479	-86.55075471	Vacant site small (Vacant site small)	Not present
1209	W 15th ST	Rear	W 13th ST	32824	39.1750528	-86.55054223	Vacant site small (Vacant site small)	Not present
1209	W 15th ST	Rear	W 13th ST	32835	39.1750539	-86.55031406	Vacant site small (Vacant site small)	Not present
1209	W 15th ST	Rear	W 13th ST	32847	39.1750545	-86.55018642	Vacant site small (Vacant site small)	Not present
1209	W 15th ST	Rear	W 13th ST	32860	39.1750567	-86.55009587	Vacant site small (Vacant site small)	Not present
1209	W 15th ST	Rear	W 13th ST	32871	39.1750551	-86.5498406	Vacant site small (Vacant site small)	Not present

1209	W 15th ST	Rear	W 13th ST	32880	39.1750573	-86.54972509	Vacant site small (Vacant site small)	Not present
1209	W 15th ST	Rear	W 13th ST	32890	39.1750556	-86.54960601	Vacant site small (Vacant site small)	Not present
1209	W 15th ST	Rear	W 13th ST	32897	39.1750567	-86.54949763	Vacant site small (Vacant site small)	Not present
1209	W 15th ST	Side	W Illinois CT	32627	39.1757803	-86.55145634	Vacant site large (Vacant site large)	Not present
1209	W 15th ST	Side	W Illinois CT	32635	39.1759146	-86.55128735	Vacant site large (Vacant site large)	Not present
1209	W 15th ST	Side	N Illinois ST	32856	39.1764298	-86.5516674	Vacant site small (Vacant site small)	Not present
1200	W Cottage Grove AVE	Side	N Summit ST	39760	39.1723716	-86.54829295	Vacant site small (Vacant site small)	Present & not conflicting
1200	W Cottage Grove AVE	Side	N Summit ST	39767	39.17246	-86.54829057	Vacant site small (Vacant site small)	Present & not conflicting
1200	W Cottage Grove AVE	Side	N Summit ST	39772	39.1726487	-86.54829675	Vacant site small (Vacant site small)	Not present
1201	W Cottage Grove AVE	Side	N Summit ST	39740	39.172149	-86.54829675	Vacant site small (Vacant site small)	Present & not conflicting
1201	W Cottage Grove AVE	Side	N Summit ST	39748	39.1720635	-86.54829723	Vacant site small (Vacant site small)	Present & not conflicting
621	W Kirkwood AVE	Side	S Fairview ST	38469	39.1662651	-86.54086574	Vacant site small (Vacant site small)	Present & not conflicting
701	W Kirkwood AVE	Side	S Fairview ST	38519	39.1661685	-86.54096795	Vacant site small (Vacant site small)	Present & not conflicting
701	W Kirkwood AVE	Side	S Fairview ST	38532	39.1662415	-86.54096652	Vacant site small (Vacant site small)	Present & not conflicting
823	W Kirkwood AVE	Front	W Kirkwood AVE	38440	39.1666082	-86.54313986	Vacant site small (Vacant site small)	Not present
826	W Kirkwood AVE	Front	W Kirkwood AVE	38392	39.1667117	-86.54329815	Vacant site large (Vacant site large)	Not present

915	W Kirkwood AVE	Front	W Kirkwood AVE	38455	39.1666133	-86.54424269	Vacant site small (Vacant site small)	Not present
915	W Kirkwood AVE	Front	W Kirkwood AVE	38464	39.1666119	-86.54433301	Vacant site small (Vacant site small)	Not present
919	W Kirkwood AVE	Front	W Kirkwood AVE	38482	39.1666178	-86.5446515	Vacant site small (Vacant site small)	Not present
921	W Kirkwood AVE	Front	W Kirkwood AVE	38493	39.1666141	-86.54473944	Vacant site small (Vacant site small)	Not present
929	W Kirkwood AVE	Front	W Kirkwood AVE	38503	39.1666155	-86.5449562	Vacant site small (Vacant site small)	Not present
934	W Kirkwood AVE	Side	N Elm ST	38472	39.1669325	-86.54524522	Vacant site small (Vacant site small)	Present & not conflicting
934	W Kirkwood AVE	Side	N Elm ST	38481	39.1669977	-86.54524047	Vacant site small (Vacant site small)	Present & not conflicting
934	W Kirkwood AVE	Side	N Elm ST	38491	39.167074	-86.54524047	Vacant site small (Vacant site small)	Present & not conflicting
935	W Kirkwood AVE	Front	W Kirkwood AVE	38513	39.1666181	-86.54517629	Vacant site small (Vacant site small)	Not present
1004	W Kirkwood AVE	Front	W Kirkwood AVE	38355	39.1667213	-86.54553947	Vacant site small (Vacant site small)	Present & not conflicting
1004	W Kirkwood AVE	Front	W Kirkwood AVE	38359	39.1667217	-86.54560269	Vacant site small (Vacant site small)	Present & not conflicting
1008	W Kirkwood AVE	Front	W Kirkwood AVE	38363	39.1667217	-86.54573294	Vacant site small (Vacant site small)	Present & not conflicting
1012	W Kirkwood AVE	Front	W Kirkwood AVE	38369	39.1667217	-86.54581375	Vacant site small (Vacant site small)	Present & not conflicting
1012	W Kirkwood AVE	Front	W Kirkwood AVE	38376	39.1667232	-86.54591738	Vacant site small (Vacant site small)	Present & not conflicting
1022	W Kirkwood AVE	Front	W Kirkwood AVE	38382	39.1667243	-86.54622779	Vacant site small (Vacant site small)	Not present
1022	W Kirkwood AVE	Front	W Kirkwood AVE	38388	39.1667254	-86.54631192	Vacant site small (Vacant site small)	Not present
1026	W Kirkwood AVE	Front	W Kirkwood AVE	38395	39.1667246	-86.5464474	Vacant site small (Vacant site small)	Not present

1028	W Kirkwood AVE	Front	W Kirkwood AVE	38402	39.1667265	-86.54658668	Vacant site small (Vacant site small)	Not present
900	W Moravec WAY	Front	W Moravec WAY	39695	39.1722087	-86.54373688	Vacant site small (Vacant site small)	Not present
977	W Moravec WAY	Median	W Moravec WAY	39694	39.1714071	-86.54523402	Vacant site large (Vacant site large)	Not present

Project Area 4 Site List

Project Area 4 Site List								
Address	Street	Side	On Street	Site ID	Latitude	Longitude	Species	Overhead Utilities
1017	E Chris LN	Front	E Chris LN	36959	39.14525271	-86.52003038	Vacant site large (Vacant site large)	Not present
424	E Laurelwood DR	Front	E Laurelwood DR	35446	39.13985781	-86.52432749	Vacant site small (Vacant site small)	Not present
701	E Miller DR	Front	E Miller DR	48928	39.14691142	-86.52543433	Vacant site medium (Vacant site medium)	Not present
713	E Miller DR	Front	E Miller DR	48937	39.14689065	-86.52503678	Vacant site small (Vacant site small)	Not present
315	E North DR	Side	S Henderson ST	44012	39.14493534	-86.52702485	Vacant site small (Vacant site small)	Not present
1115	E Ridgemont CT	Side	S Highland AVE	41789	39.14942168	-86.51730826	Vacant site small (Vacant site small)	Not present
1115	E Ridgemont CT	Side	S Highland AVE	41794	39.1493767	-86.5173615	Vacant site small (Vacant site small)	Not present

216	E Vermilya AVE	Front	E Vermilya AVE	44003	39.14888699	-86.53130171	Vacant site small (Vacant site small)	Not present
700	E Winslow Farm DR	Median	E Winslow Farm DR	37016	39.13835187	-86.51901899	Vacant site large (Vacant site large)	Not present
275	E Winslow RD	Side	S Henderson ST	44326	39.13655435	-86.52702295	Vacant site small (Vacant site small)	Not present
317	E Winslow RD	Side	S Henderson ST	43915	39.13699496	-86.52677244	Vacant site large (Vacant site large)	Not present
317	E Winslow RD	Side	S Henderson ST	43926	39.13711774	-86.52677928	Vacant site large (Vacant site large)	Not present
317	E Winslow RD	Side	S Henderson ST	43935	39.13722857	-86.52678014	Vacant site large (Vacant site large)	Not present
2337	S Brandon CT	Side	S Henderson ST	43945	39.13781193	-86.5268041	Vacant site large (Vacant site large)	Not present
2337	S Brandon CT	Side	S Henderson ST	43955	39.13836609	-86.52680838	Vacant site large (Vacant site large)	Not present
2428	S Broadview DR	Side	W Graham DR	46088	39.13997672	-86.54362721	Vacant site small (Vacant site small)	Not present
2429	S Broadview DR	Side	W Graham DR	45983	39.13995902	-86.54276515	Vacant site medium (Vacant site medium)	Not present
2312	S Brown AVE	Side	W Coolidge DR	45825	39.14137095	-86.54258544	Vacant site small (Vacant site small)	Present & not conflicting
2416	S Bryan ST	Front	S Bryan ST	46207	39.14053026	-86.53656597	Vacant site small (Vacant site small)	Present & not conflicting

2512	S Bryan ST	Front	S Bryan ST	46290	39.13877491	-86.53637487	Vacant site large (Vacant site large)	Not present
2100	S Henderson ST	Rear	S Walnut ST	48067	39.14220358	-86.53111184	Vacant site large (Vacant site large)	Not present
2100	S Henderson ST	Rear	S Walnut ST	48129	39.14111671	-86.53087551	Vacant site small (Vacant site small)	Not present
2100	S Henderson ST	Rear	S Walnut ST	48140	39.14089328	-86.53082845	Vacant site small (Vacant site small)	Not present
2100	S Henderson ST	Rear	S Walnut ST	48150	39.14073512	-86.53078923	Vacant site small (Vacant site small)	Not present
2100	S Henderson ST	Rear	S Walnut ST	48160	39.14021637	-86.53067515	Vacant site small (Vacant site small)	Not present
2100	S Henderson ST	Rear	S Walnut ST	48170	39.13989727	-86.53060527	Vacant site small (Vacant site small)	Not present
2100	S Henderson ST	Side	E South DR	43998	39.14187824	-86.53044351	Vacant site large (Vacant site large)	Not present
2100	S Henderson ST	Side	E South DR	44008	39.14189646	-86.53058688	Vacant site medium (Vacant site medium)	Not present
2100	S Henderson ST	Side	E South DR	44018	39.14186482	-86.53071665	Vacant site medium (Vacant site medium)	Not present
2100	S Henderson ST	Side	E South DR	44028	39.14187537	-86.53026183	Vacant site large (Vacant site large)	Not present

1500	S Highland AVE	Front	S Highland AVE	41727	39.15039341	-86.51702732	Vacant site small (Vacant site small)	Not present
1504	S Highland AVE	Front	S Highland AVE	41734	39.1502854	-86.51702827	Vacant site small (Vacant site small)	Not present
1504	S Highland AVE	Front	S Highland AVE	41742	39.15017849	-86.5170278	Vacant site small (Vacant site small)	Not present
1508	S Highland AVE	Front	S Highland AVE	41750	39.15012467	-86.5170278	Vacant site small (Vacant site small)	Not present
1508	S Highland AVE	Front	S Highland AVE	41757	39.15003399	-86.51702637	Vacant site small (Vacant site small)	Not present
1508	S Highland AVE	Front	S Highland AVE	41764	39.14998607	-86.5170259	Vacant site small (Vacant site small)	Not present
1512	S Highland AVE	Front	S Highland AVE	41753	39.14985372	-86.51702495	Vacant site small (Vacant site small)	Not present
1512	S Highland AVE	Front	S Highland AVE	41771	39.14991897	-86.51702257	Vacant site small (Vacant site small)	Not present
1516	S Highland AVE	Front	S Highland AVE	41775	39.14962738	-86.51711859	Vacant site small (Vacant site small)	Not present
1520	S Highland AVE	Front	S Highland AVE	41780	39.14955697	-86.51717896	Vacant site small (Vacant site small)	Not present
1520	S Highland AVE	Front	S Highland AVE	41784	39.14950573	-86.5172284	Vacant site small (Vacant site small)	Not present
1700	S Highland AVE	Side	E Thornton DR	44538	39.14823446	-86.51798463	Vacant site medium (Vacant site medium)	Not present

2209	S Laurelwood DR	Front	S Laurelwood DR	35603	39.1404997	-86.52263854	Vacant site small (Vacant site small)	Not present
2212	S Laurelwood DR	Front	S Laurelwood DR	35607	39.14051518	-86.52274882	Vacant site small (Vacant site small)	Not present
2215	S Laurelwood DR	Front	S Laurelwood DR	35617	39.14034153	-86.52262285	Vacant site small (Vacant site small)	Not present
2216	S Laurelwood DR	Front	S Laurelwood DR	35650	39.14039315	-86.52274312	Vacant site small (Vacant site small)	Not present
2219	S Laurelwood DR	Front	S Laurelwood DR	35649	39.14023682	-86.52259528	Vacant site small (Vacant site small)	Not present
2220	S Laurelwood DR	Front	S Laurelwood DR	35648	39.14027812	-86.52271888	Vacant site small (Vacant site small)	Not present
2223	S Laurelwood DR	Front	S Laurelwood DR	35647	39.14007128	-86.52257484	Vacant site small (Vacant site small)	Not present
2306	S Madison ST	Front	S Madison ST	41616	39.14166174	-86.53815326	Vacant site small (Vacant site small)	Not present
2313	S Madison ST	Side	W Coolidge DR	46217	39.14123758	-86.53722909	Vacant site small (Vacant site small)	Present & not conflicting
2314	S Madison ST	Side	W Coolidge DR	46214	39.14126026	-86.53810256	Vacant site small (Vacant site small)	Present & not conflicting
2424	S Milton DR	Side	W Graham DR	45980	39.13988804	-86.53999064	Vacant site small (Vacant site small)	Present & not conflicting
2424	S Milton DR	Side	W Graham DR	45990	39.13989192	-86.54016035	Vacant site medium (Vacant site medium)	Not present

2202	S Olde Mill CT	Front	S Olde Mill CT	36937	39.13787426	-86.5178628	Vacant site large (Vacant site large)	Not present
2226	S Olde Mill CT	Front	S Olde Mill CT	37080	39.13957727	-86.51848267	Vacant site small (Vacant site small)	Not present
2238	S Olde Mill CT	Front	S Olde Mill CT	37073	39.13916913	-86.51869658	Vacant site small (Vacant site small)	Not present
2250	S Olde Mill CT	Front	S Olde Mill CT	37046	39.13872042	-86.51869943	Vacant site small (Vacant site small)	Not present
2250	S Olde Mill CT	Front	S Olde Mill CT	37053	39.13878716	-86.51869896	Vacant site small (Vacant site small)	Not present
2249	S Olde Mill DR	Front	S Olde Mill DR	36999	39.1394309	-86.51989496	Vacant site small (Vacant site small)	Not present
2008	S Rockport RD	Side	S Rogers ST	41604	39.14559362	-86.53893831	Vacant site small (Vacant site small)	Not present
2615	S Rockport RD	Front	S Rockport RD	45899	39.13904612	-86.54595312	Vacant site small (Vacant site small)	Present & not conflicting
1609	S Rogers ST	Front	S Rogers ST	41506	39.14792998	-86.5387736	Vacant site small (Vacant site small)	Present & not conflicting
1609	S Rogers ST	Front	S Rogers ST	41510	39.14804002	-86.53876861	Vacant site small (Vacant site small)	Present & not conflicting
1609	S Rogers ST	Front	S Rogers ST	41515	39.14820314	-86.53876789	Vacant site small (Vacant site small)	Present & not conflicting
1609	S Rogers ST	Front	S Rogers ST	41520	39.14831595	-86.53876718	Vacant site small (Vacant site small)	Present & not conflicting

1609	S Rogers ST	Front	S Rogers ST	41524	39.14873621	-86.53875648	Vacant site small (Vacant site small)	Present & not conflicting
1609	S Rogers ST	Front	S Rogers ST	41541	39.1488468	-86.53875791	Vacant site small (Vacant site small)	Present & not conflicting
1609	S Rogers ST	Front	S Rogers ST	41555	39.1489679	-86.53875506	Vacant site small (Vacant site small)	Present & not conflicting
1609	S Rogers ST	Front	S Rogers ST	41571	39.14771708	-86.53878073	Vacant site small (Vacant site small)	Present & not conflicting
1609	S Rogers ST	Front	S Rogers ST	41583	39.14782491	-86.53877716	Vacant site small (Vacant site small)	Present & not conflicting
1812	S Rogers ST	Front	S Rogers ST	41610	39.14691305	-86.53879855	Vacant site small (Vacant site small)	Present & not conflicting
1812	S Rogers ST	Front	S Rogers ST	41613	39.14682955	-86.53879927	Vacant site small (Vacant site small)	Present & not conflicting
1812	S Rogers ST	Front	S Rogers ST	41617	39.14667306	-86.5388064	Vacant site small (Vacant site small)	Present & not conflicting
1812	S Rogers ST	Front	S Rogers ST	41622	39.14706733	-86.53879499	Vacant site small (Vacant site small)	Present & not conflicting
1812	S Rogers ST	Front	S Rogers ST	41625	39.14717184	-86.53878928	Vacant site small (Vacant site small)	Present & not conflicting
1812	S Rogers ST	Front	S Rogers ST	41628	39.14727912	-86.53878786	Vacant site small (Vacant site small)	Present & not conflicting
1812	S Rogers ST	Front	S Rogers ST	41629	39.14739525	-86.53878358	Vacant site small (Vacant site small)	Present & not conflicting

2400	S Rogers ST	Front	S Rogers ST	41589	39.14100585	-86.53883706	Vacant site small (Vacant site small)	Not present
2400	S Rogers ST	Front	S Rogers ST	41595	39.14110097	-86.53884989	Vacant site small (Vacant site small)	Not present
2429	S Rogers ST	Side	W Graham DR	46258	39.13984671	-86.53819312	Vacant site small (Vacant site small)	Not present
2617	S Rogers ST	Front	S Rogers ST	46154	39.13740278	-86.53832496	Vacant site small (Vacant site small)	Present & not conflicting
1545	S Strong DR	Rear	S Rogers ST	41557	39.14752022	-86.53878715	Vacant site small (Vacant site small)	Present & not conflicting
2107	S Summerwood CT	Front	S Summerwood CT	35806	39.14281592	-86.52264993	Vacant site medium (Vacant site medium)	Not present
1619	S Troy CT	Front	S Troy CT	44468	39.14930323	-86.52374443	Vacant site large (Vacant site large)	Not present
1628	S Troy CT	Side	E Thornton DR	44456	39.14902509	-86.52412234	Vacant site large (Vacant site large)	Not present
298	W Country Club DR	Front	W Country Club DR	48220	39.13605405	-86.5341512	Vacant site small (Vacant site small)	Not present
908	W Country Club DR	Side	S Banta AVE	36980	39.13752542	-86.54475773	Vacant site small (Vacant site small)	Present & not conflicting
927	W Graham DR	Side	S Banta AVE	37026	39.1396399	-86.54478007	Vacant site small (Vacant site small)	Present & not conflicting
413	W Jed ST	Front	W Jed ST	45744	39.14302587	-86.53709706	Vacant site large (Vacant site large)	Not present

413	W Jed ST	Front	W Jed ST	45751	39.14302255	-86.53690668	Vacant site large (Vacant site large)	Not present
420	W Joy ST	Front	W Joy ST	45766	39.14245681	-86.53793631	Vacant site large (Vacant site large)	Not present
817	W Ralston DR	Front	W Ralston DR	36930	39.13847003	-86.54332214	Vacant site small (Vacant site small)	Present & not conflicting
910	W Ralston DR	Front	W Ralston DR	36918	39.13858396	-86.54439788	Vacant site large (Vacant site large)	Not present
910	W Ralston DR	Side	S Banta AVE	36929	39.13869899	-86.54474822	Vacant site small (Vacant site small)	Present & not conflicting
910	W Ralston DR	Side	S Banta AVE	36938	39.138779	-86.54474584	Vacant site small (Vacant site small)	Present & not conflicting
910	W Ralston DR	Side	S Banta AVE	36949	39.13884905	-86.54475107	Vacant site small (Vacant site small)	Present & not conflicting
910	W Ralston DR	Side	S Banta AVE	36968	39.1390216	-86.5447582	Vacant site small (Vacant site small)	Present & not conflicting
910	W Ralston DR	Side	S Banta AVE	36982	39.13909424	-86.54476248	Vacant site small (Vacant site small)	Present & not conflicting
910	W Ralston DR	Side	S Banta AVE	36991	39.1391783	-86.54476296	Vacant site small (Vacant site small)	Present & not conflicting
911	W Ralston DR	Side	S Banta AVE	36972	39.13778572	-86.54475487	Vacant site small (Vacant site small)	Present & not conflicting

EXHIBIT B

“Project Schedule”

Project to be started on the same day that this contract is fully executed (within August or September, 2021) and completed by December 31, 2021.

EXHIBIT C

Contractor's July 23, 2021 Proposal



Corporate Headquarters

295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office

5641 West 73rd Street
Indianapolis, IN 46278
765-430-9020

July 23, 2021

Erin Hatch, Urban Forester
City of Bloomington Parks and Recreation
401 N. Morton Street, Suite 250
Bloomington, Indiana 47401

RE: Bicentennial Trees - Planting Site Evaluation

Dear Ms. Hatch,

Thank you for contacting Davey Resource Group, Inc. (DRG) regarding the Bicentennial Bond funded contractual planting project planting site evaluation. Through DRG and our dedicated team of arboricultural specialists, you will be assured of quality arborist services and professional consultation to help you achieve your project goals to evaluate inventoried planting locations with expanded workforce resources and grow the urban forest for the betterment of the community.

With the enclosed proposal, we share our project approach and team and extend the unit based estimate per assigned site with the City of Bloomington and look forward to assisting you in supporting the city's environmental stewardship goals. Thank you for considering DRG as Bloomington's preferred arboricultural service and consulting resource.

The DRG team is devoted to providing excellent customer service through our technical expertise and our passion for innovative solutions. Our urban forestry services have provided clients nationwide with the ability to accurately and sustainably manage their critical 'green' infrastructure. We recognize that our success depends on meeting your needs, and we are excited about the opportunity to collaborate with you on your project. Please feel free to contact me with any questions.

Sincerely,



Aren Flint, Team Lead

Davey Resource Group, Inc.
ISA Certified Arborist Municipal Specialist [IN-3190AM]
www.daveyresourcegroup.com

Bicentennial Trees: Planting Site Evaluation

Prepared For:

City of Bloomington

Erin Hatch, Urban Forester
Parks and Recreation
401 N. Morton Street, Suite 250
Bloomington, IN 47401

July 23, 2021

Prepared By:

Davey Resource Group, Inc.

Aren Flint, Team Lead
Environmental Consulting
5641 West 73rd Street
Indianapolis, IN 46278

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Section I. Company Overview and Values

History of Davey Resource Group

Davey Resource Group, Inc “DRG” provides natural resources and urban and utility forestry management services to clients throughout the United States. DRG was founded on the principle that nature and the built environment can co-exist for the benefit of people and their communities. DRG is a nationally recognized leader in innovation, research, and development of creative solutions for the stewardship of natural resources. Founded in 1992, DRG is a wholly-owned subsidiary of The Davey Tree Expert Company, which is one of the oldest and largest tree care companies in the country.

DRG provides a variety of natural resource consulting services to state and local governments, electric utility companies, conservation organizations, and various commercial markets. These services include:

- Urban forest program and tree resource On-call to full-time consulting arborist
- Tree inventories
- Tree risk assessment
- Tree appraisals
- Structural pruning
- Tree planting management planning
- Crew supervision and arborist oversight
- Ordinance and code enforcement
- Urban tree canopy assessments
- Tree management software

Our urban forestry team consists of International Society of Arboriculture (ISA) Certified Arborists, urban and traditional foresters, urban planners, Geographic Information Systems (GIS) and

Information Technology (IT) specialists, and ecological scientists. We have experience working with a wide variety of clients, including municipalities, parks, commercial complexes, and utilities, and have the knowledge, certifications, and training required to complete Bloomington's project on time and budget while exceeding the city's expectations..

Customer Service Philosophy

We know that to be the best, we must always work to be better. DRG understands that innovation, experience, technology, quality assurance, and communication—provided by a well-trained, professional staff—are keys to successful projects and client satisfaction. Our staff are trained to understand the critical importance of quality assurance and internal and client communication before, during, and after a project. Pre-work meetings, routine project meetings, communication during the project, and post-work debriefings are all keys to delivering a successful project outcome for you, our client.



From Davey Resource Group's (DRG) commitment to job site safety to complete team communications, DRG is dedicated to doing what is necessary to exceed expectations.

Quality, Teamwork, Communication

These three words are the guiding principles of our project approach—the elements that we will never compromise on. We manifest **quality** through the continual reinvention and adaptation of our processes to achieve the highest quality results at the best value. Fostering an environment of **teamwork** is essential for meeting customer expectations and achieving scal responsibility. To that end, we consider our clients as the team leaders, and we take our role as project manager and facilitator of your goals very seriously. DRG begins every project by forming a team of experts hand-picked to serve the needs of your individual project. Open **communication** is the glue that binds it all together, ensuring that project goals, strategic direction, and updates are shared and understood by all.

Stewards of Your Goals and Budget

The true test of an effective solution to your natural resource challenge lies in whether the solution helps you achieve your overall vision. We understand the importance of your project goals as well as the funds you have made available for the completion of this work.

We are committed to meeting established deadlines and delivering a completed project at or below the estimated budget. DRG project managers are evaluated on their ability to contain and manage project costs, and we will always strive to provide feasible strategies that will maximize your investment.

DRG'S CORE VALUES



Safety

Davey goes above and beyond standard safety expectations, so it's no surprise we've earned one of the top safety records in the industry.



Integrity

Rooted in tree care expertise since 1880, we continue to live by John Davey's original company motto of "Do it right or not at all."



Expertise

The Institute strives to lead Davey in scientific rigor and advancement, ensuring that we provide the highest quality of service in our industry.



Leadership

Davey is proudly committed to supporting our communities where we live and work, focusing especially on trees and the environment.



Stewardship

For 140 years, Davey has been rooted in corporate responsibility—demonstrating environmental, social and economic stewardship in everything we do.



Perseverance

At Davey, ongoing training is important to ensure our employees are equipped with the best and safest techniques to care for the unique needs at every job site, every time.

Section II. Statement of Project Approach

Understanding of Project Goals

Davey Resource Group understands the overall primary goal of this project is to hire a contractor to complete site evaluations for upcoming Bicentennial tree planting projects. Estimates are based on the evaluation of 552 sites and their conditions for potential street tree planting in public right-of-ways and in tree lawns throughout the city. Based the City of Bloomington's request for proposal, the following summarizes DRG's project approach and cost per site assigned to evaluate.

Davey Resource Group's Approach

The City of Bloomington (City) desires a contractor that can meet or exceed tree planting and inventory quality standards, city standards, and industry-accepted best practices. As the contractual arborist for this project, DRG will coordinate with the City and their utility contacts to locate underground utilities at assigned locations then assist with the evaluation of the potential for future planting at each location given the City's provided sample spreadsheet that contains the information needed from each and the contract's task to measure and record the presence of concerning site restrictions.

1. *Underground Utility Coordination:* This task sets the stage and kicks off the fieldwork after contracts are executed. DRG's project manager will meet with the city's project primary contact to review proposed procedures, discuss the city's project timeline, review assigned planting locations and specifications, and address any additional concerns such as city utility contacts, GIS requests, deliverable format, etc. After project kickoff DRG will flag and mark planting locations in the field and request utility locate contacts to verify and mark utilities present near the 552 target sites. The project manager will track utility contact responses and schedule in-field inspections after responses are collected. A utility contact response window of 2 weeks will be given to 811 and any other identified utility contact.
2. *Future Tree Site Evaluation:* After the 2 week utility contact response window but within 20 days of the validation window, DRG will evaluate site restrictions by measuring and recording distances from the center of the tree lawns or center of the right-of-way lawn to the significant site restriction specific reference point. Distances measured will be rounded to the nearest foot. Significant site restrictions and their points of reference include underground utilities (reference point will be 811 located marker center), above ground utilities (reference point will be utility facility center), existing trees (reference point will be trunk center), fire hydrants (reference point will be hydrant center), traffic and parking signs (reference point will be sign post center), utility poles and street lights (reference point will be pole center), and cross street and driveway intersections (reference points to be determined at kickoff). Underground utilities include public facilities like water, sewer, storm, electric, gas, and communications, and exclude adjacent landowner installed facilities unknown to City utility locate contacts. DRG is not responsible for private or non-member underground facilities. Additional notes similar to the following will be consistently recorded as to stay on point with the City's need of understanding the site conditions and assist with the ease of data analysis:
 - a. Large trees in front lawn
 - b. Tree lawn likely to be shaded out
 - c. Existing stumps at site, need to be ground out
 - d. Existing sidewalk damage/lifting
 - e. Narrow sidewalk/close to building
 - f. Recommend columnar species
 - g. Misc. soil and lighting conditions

If awarded, and the contract is fully executed, DRG will schedule the kickoff in September 2021 and intends delivery by November 1, 2021. The deliverable will be a spreadsheet similar to the one provided in the RFP. Any changes to that format will be agreed upon by the City.

Out of Scope Items and Assumptions

DRG's unit based fee estimate is provided based on the assignment of 552 sites to be evaluated. DRG did not include any factor of validating the assigned location is the best location for a tree along the street frontage nor did we include any recommendation of relocating problematic planting locations. DRG can provide this service under a change order contractual agreement for an additional fee.

DRG assumes the City and/or its tree installation contractors will include the appropriate buffer (outside of 2 feet) for utility locates when making final site evaluations and/or digging to install the tree, referencing IC 8-1-26-2 for "approximate location".

Project Team

The project will be managed from DRG's regional office in Indianapolis, IN. The project will be overseen by Aren Flint who will provide general project management and oversight of work conducted by DRG staff. Aren Flint will coordinate all project planning and fieldwork activities, and will provide routine project updates and billing management. James Rocke will conduct all in-field assessments.

Aren Flint is a senior associate consultant and urban forestry team lead with DRG. Ms. Flint specializes in urban forestry consulting projects for federal and state agencies, municipalities, parks, universities, golf courses, zoos, cemeteries, nonprofits, and private lands. Ms. Flint provides urban and community forestry solutions focusing on outreach, operations, planting, preservation, and risk management. Much of her work focuses on inventory data collection, data quality and assurance, training new staff, teamwork and safety, project communication and delivery, and customer service. For over 14 years, Ms. Flint has worked on and managed more than 75 inventories across the U.S. and Canada. She has experience with GIS and GPS technologies, several types of field data collection computers/units and programs, tree inventory management software, tree identification, tree risk assessment, tree preservation plans, tree appraisal, urban tree canopy analysis, and the i-Tree suite of software. She is proficient at writing urban and community forestry management plans and benefit analyses. She has managed the planning and coordination of the City of Columbia City, Indiana public tree management program for over 5 years. She has helped the City of Indianapolis, Indiana with managing the city tree removal program and conducting citizen requests for tree inspections. Ms. Flint has also coordinated, managed, and conducted fieldwork and data collection for the Indiana Statewide Urban Sample Inventory (SUSI) for the Indiana DNR Community and Urban Forestry program. She is an International Society of Arboriculture (ISA) Certified Arborist and Municipal Specialist (IN-3190AM). She also holds an ISA Tree Risk Assessment Qualification (TRAQ) and is a member of the United States Forest Service Strike Team. Ms. Flint is a graduate of Purdue University, where she holds a bachelor's degree in natural resource management with a focus on human dimensions and communication.

James Rocke is a site manager with DRG. Mr. Rocke specializes in urban forestry projects for federal and state agencies, municipalities, arboreta, universities, and cemeteries. As an urban forester, Mr. Rocke has managed street tree inventories across the Midwest, encompassing a wide range of species and ecological regions. He has completed projects involving utility line surveying, post-wildfire assessments, and wetland restoration. Mr. Rocke has acquired a vast knowledge of GIS-based data collection and GPS technology, pen-tablet computer use for data collection, ArcPad program utilization, tree identification, and tree risk assessment. Mr. Rocke has an educational background in traditional forestry practices such as stand assessment, timber grading, understory regrowth potential,

and site evaluation. He is an International Society of Arboriculture (ISA) Certified Arborist (KY-9842A) and also has an ISA Tree Risk Assessment Qualification (TRAQ). He has successfully completed the Occupational Safety and Health Administration (OSHA) 30-Hour Construction Outreach Training course. Mr. Roche has a bachelor's degree in forestry from the University of Kentucky.

Client Responsibilities

1. The City will provide DRG with a deliverable spreadsheet template including necessary information (Site ID and parcel address) about the 552 targeted planting sites, a shape file of the same 552 targeted plant sites, aerial imagery, and city/county GIS data files to facilitate field planting location evaluations.
2. The City will participate in an informational kick-off meeting immediately before the start of fieldwork.
3. The City will provide daily contact information and directions during the project period.
4. The City will provide TreeKeeper® access and user agreement.

Section III. Estimated Investment Fees

Based on our evaluation of your project objectives and our project approach detailed above, DRG proposes the following fee schedule.

Bicentennial Trees: Planting Site Evaluation

Planting Site Evaluation <ul style="list-style-type: none"> • <i>Underground Utility Coordination</i> • <i>Future Tree Site Evaluation</i> <i>Assumption includes 552 planting locations, minimum allowance will be 136 planting sites.</i>	\$20.17/site
Project Total	\$11,133.84

TERMS AND CONDITIONS

- All pricing is valid for six months from the date of this proposal.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. "DRG" provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or

analysis unless stated in the scope of work. DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

[illegible]

EXHIBIT 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 _____, 20__.

Davey Resource Group, 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 _____, 20__.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-3
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: September 28, 2021
SUBJECT: Partnership Agreement with Indiana University Upland Maker Mobile for Educational Urban Forestry Programming

Recommendation

Staff recommends approval of a partnership agreement with Indiana University Upland Maker Mobile to conduct educational programming focused on urban forestry.

Background

Partnership agreement with Indiana University Upland Maker Mobile for various urban forestry educational programming. This partnership will provide hands-on educational and citizen science programming focused on the City's Urban Forest.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Erin Hatch", is written over a horizontal line.

Erin Hatch, Urban Forester

**PARTNERSHIP AGREEMENT WITH
THE TRUSTEES OF INDIANA UNIVERSITY FOR
URBAN FORESTRY EDUCATIONAL PROGRAMS
WITH THE UPLAND MAKERS MOBILE**

This agreement (the “Agreement”) is made and entered into this _____ day of _____ 2021 (the “Effective Date”), by and between the Bloomington Parks and Recreation Department, (BPRD) and The Trustees of Indiana University on behalf of Indiana University Uplands Maker Mobile.

WHEREAS, the City of Bloomington Department of Parks and Recreation (the “City”) wishes to educate the public on Urban Forestry; and

WHEREAS, the Upland Makers Mobile has a shared goal in providing hands-on education opportunities; and

WHEREAS, the City wishes to partner with the Upland Makers Mobile to host various programming related to urban forestry; and

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

- 1. Purpose of the Agreement.** The purpose of the Agreement is for the City to partner with the Upland Makers Mobile on various urban forestry educational programming.
- 2. Duration of Agreement.** This Agreement shall be in full force and effect from the Effective Date until June 30, 2022, unless terminated in accordance with paragraph six (6) below.
- 3. Educational Programming.** The City and the Upland Makers Mobile will host educational programming to teach individuals about urban forestry and its related benefits. The Upland Makers Mobile will lead and host educational programming with local schools, after-school programs, and any other interested community organization geared towards hands-on projects and educational programming focused on the City of Bloomington’s Urban Forest. The City will provide staff time to speak and lead educational demonstrations at selected program events.
- 4. Data and Material Sharing.** The City will provide information to Upland Makers Mobile regarding locations of trees not currently in the City of Bloomington’s Tree Inventory on the City’s TreeKeeper website, in need of data collection such as size and species of trees. The Upland Makers Mobile will share data collected from these efforts with the City to be potentially incorporated into current City tracking of Urban Forestry data. The City will provide salvaged wood from tree removals to the Upland Maker Mobile. The Upland Maker Mobile will seek to use such wood for its staff and program participants to create signage that will educate the public on various City trees and their value. The Upland Maker Mobile will provide these signs to the City for display on corresponding trees and City properties. The City may request some of the created signage for future use and possession by the City for ongoing educational purposes.
- 5. Notice and Agreement Representatives**

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

Indiana University Makers Mobile
Andrew Woodard

Bloomington Parks and Recreation:
Erin Hatch, Urban Forester

505-490-0210

812-349-3716

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

Indiana University Makers Mobile
Andrew Woodard
505-490-0210
201 N Rose Ave.
Bloomington, IN 47405-1005
anjawood@iu.edu

Bloomington Parks and Recreation:
Erin Hatch, Urban Forester
812-349-3716
401 N. Morton St.
Bloomington, IN 47403
erin.hatch@bloomington.in.gov

- 6. Termination.** This Agreement may be terminated in writing (a) by the mutual agreement of the parties or (b) by one party with 30 days' notice to the other party.

WHEREFORE, the parties have entered into this Agreement on this _____ day of _____ 2021.

City of Bloomington

The Trustees of Indiana University

Paula McDevitt, Director
Bloomington Parks and Recreation

Donald S. Lukes, University Treasurer

Kathleen Mills, Park Board President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: B-4
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Clarence Boone, Program Coordinator- Farmers' Market
DATE: September 28, 2021
SUBJECT: HOLIDAY MARKET- CONTRACT TEMPLATE APPROVAL LOCAL
PRODUCT AGREEMENT

Recommendation

Staff recommends approval of the contract template for local product vendors at the 2021 Holiday Market. No significant changes have been made to the template, and it has been approved by the Legal Department. This is an agreement between the participating vendors and the City of Bloomington Parks and Recreation detailing the expectations and policies for both parties. Projected revenue is \$300 - \$450. All actual revenue received from booths will be deposited into 201-18-186503-43270.

Background

The 19th annual Holiday Market takes place Saturday, November 27th at City from 10:00 A.M. to 3:00 P.M. at Bloomington's City Hall, parking lot, and Showers Plaza. Visitors can shop for locally grown farm products, and arts and fine crafts created by local artisans, while enjoying local entertainment, carolers, photo opportunities and holiday fair. This event is one of the area's most beloved traditions.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script that reads "Clarence W. Boone". The signature is written in dark ink and is positioned below the "RESPECTFULLY SUBMITTED," text.

Clarence Boone, Program Coordinator- Farmers' Market

2021 HOLIDAY MARKET LOCAL PRODUCT AND SERVICE CONTRACT

In consideration for the right to participate in the 2021 Holiday Market (hereinafter “Market”), the City of Bloomington (hereinafter “City”), and the undersigned vendor(s), (hereinafter “Vendor”), agree to the following, and to the accompanying Local Product and Service Vendor Information, which is incorporated herein by reference and is a part of this contract.

1. DEFINITION

- a. “Vendor” is a person or non-profit group whose local products and/or services have been accepted for exhibition and sale at the Market pursuant to this agreement, or the immediate family of such person, as defined in this agreement, and who has signed this agreement.
- b. “Immediate family” is defined in this agreement to be a parent, child, spouse, or domestic partner of a person whose product has been accepted for sale at Market.

2. ELIGIBILITY OF EXHIBITION

Only individuals or non-profit groups who are named as Vendors in this agreement may exhibit and sell at the Market. A Vendor may exhibit and sell only works/services which he or his immediate family or non-profit group has produced in accordance with the guidelines set forth in this agreement.

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

Vendor agrees to pay twenty five dollars (\$25.00) to the City in order to participate in the Market if it is a non-profit group. Any Vendor who is *not* a non-profit group agrees to pay forty dollars (\$40.00) to the City in order to participate in the Market. All payments must be tendered prior to participating in the Market.

3. APPLICATION/AGREEMENT TO SELL

The Vendor must have completed in full and signed this contract or be named in this contract and have authorized another person to sign on his/her behalf and have paid all applicable fees by the deadline below before Vendor is allowed to participate at the Market. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 by 5th of November, 2021.

4. ITEMS PERMITTED FOR EXHIBITION AND SALE

All items must be made in Indiana and must have local or unique character. Baked goods and other processed foods must be made from scratch. Vendors selling potentially hazardous foods, must process them in a state licensed facility and have a food vending permit from the Monroe County Health Department. Non-potentially hazardous foods are not required to be prepared in

state licensed facilities, if they are prepared in a state licensed facility, Vendor must have a food vending permit from the Monroe County Health Department. A complete list of foods to be sold must be attached to the signed contract along with a copy of the Monroe County Health Department permit, if required. Items must be safe, have a decent life expectancy, and exhibit quality of craftsmanship.

The City reserves the right to verify that items/services exhibited meet the above criteria. Vendor must display legible price markers for items/services offered for sale.

5. CITY'S REMEDIES FOR BREACH

Violation of any material provision of this agreement is a material breach and considered default by the Vendor. Upon the occurrence of a breach or default, the City shall immediately and verbally notify Vendor of the breach or default. If the Vendor fails to immediately correct the breach or default to the City's satisfaction, the Vendor shall discreetly and quietly remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate as described above may subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass.

Upon occurrence of a material breach of this agreement, the City shall declare this agreement terminated and shall retain, as liquidated damages and not as a penalty, any fees prepaid by the Vendor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Vendors to sell at the Market in future seasons.

6. LAW AND VENUE

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

7. COVENANT NOT TO SUE

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

8. 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.

9. INDEMNIFICATION

The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of Bloomington, Indiana, its employees, agents, and officers, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents, or officers.

10. COVID- 19

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

Please fill out and return this page with payment to the City of Bloomington Parks and Recreation Department by Friday, November 5, 2021. Booth space will not be secured until the signed contract and full payment have been received.

VENDOR(S) INFORMATION

Vendor's Name Printed	Vendor's Address and Phone Number

Do you give the City permission to release your name, address and phone number to customers interested in contacting you for information and/or special orders?

Yes _____ No _____

This agreement is effective upon signature by Vendor, Parks Administrator and Corporation Counsel. It is only valid for the 2021 Holiday Market, terminating at the close of the Market on November 27, 2021. This agreement may only be terminated in writing and by mutual agreement of all parties to said agreement.

Vendor's Signature

Date

Vendor's Signature

Date

Vendor's Signature

Date

Vendor's Signature

Date

Paula McDevitt, Administrator

Date

Philippa Guthrie, Corporation Counsel

Date



STAFF REPORT

Agenda Item: B-5
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: September 28, 2021
SUBJECT: REVIEW AND APPROVAL OF THE 2021 HOLIDAY MARKET ARTIST EXHIBITOR AGREEMENT TEMPLATE AND INFORMATION

Recommendation

Staff recommends approval of the Holiday Market Exhibitor Agreement Template for the 2021 Holiday Market to be held on Saturday, November 27th from 10:00 A.M. to 3:00 P.M. at Bloomington's City Hall, parking lot, and Showers Plaza. This is an agreement between the participating artist vendors and the City of Bloomington Parks and Recreation detailing the expectations and policies for both parties. Revenue from booths will be deposited into 200-18-186500.

Background

The Holiday Market is an annual event that takes place the Saturday following the Thanksgiving holiday each year. This year's Holiday Market is on Saturday, November 27th from 10:00 AM to 3:00 P.M.

There are no significant changes to this year's agreement. Dates on the agreement were updated for 2021.

RESPECTFULLY SUBMITTED,

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

Crystal Ritter, Community Events Coordinator

2021-January

Holiday Market 2021 EXHIBITOR AGREEMENT

In consideration for the right to participate in the 2021 Holiday Market (“Market”), the City of Bloomington (“City”), and the undersigned exhibitor(s) (“Exhibitor”), agree to the following, and to the accompanying Market Information (Exhibit A), which are incorporated herein by reference and are a part of this Agreement.

1. ADMINISTRATION

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

2. ELIGIBILITY OF EXHIBITORS

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

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

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

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

3. WORKS PERMITTED FOR EXHIBITION AND SALE

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

Unacceptable work includes: work made from kits, work made from molds not made by the Exhibitor, work made by someone other than the Exhibitor (including commercially made products, imports, and products bought for resale).

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

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

4. REGISTRATION TO EXHIBIT AND SELL

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

5. CANCELLATION AND NO SHOWS

Any Exhibitor who cancels must notify the Market Administrator **in writing**. Cancellations received **in writing** at least thirty (30) days prior to the 2021 Holiday Market will receive a full refund less a Fifteen Dollar (\$15.00) administrative fee. Cancellations received less than thirty (30) days prior to the 2021 Holiday Market will not receive a refund. If an Exhibitor is absent without prior notification, this absence will be taken into consideration for acceptance of that Exhibitor's work at future Markets.

6. EQUIPMENT AND SUPPLIES

Each Exhibitor must supply her/his own tables and other display equipment. Tent coverage will be provided by the City to those Exhibitors selling outside.

7. PROPERTY MAINTENANCE AND UTILIZATION

Market hours are from 10:00 AM until 3:00 PM. **The Exhibitor must have set up her/his display and be ready to sell by 9:45 AM. For security purposes, all Exhibitors must be present at their booth starting at 9:15 AM through the completion of the Market. The Exhibitor may not begin to tear-down display until 3:00 PM.** The Exhibitor must vacate the premises by 4:00 PM and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or they will be subject to a garbage removal fee of One Hundred Dollars (\$100.00).

8. CITY'S REMEDIES FOR BREACH

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

9. COVENANT NOT TO SUE

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

10. INDEMNIFICATION

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

11. TERMINATION

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

EXHIBITOR COPY

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

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

Print mailing address(es)

Exhibitors' phone number(s) _____

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

Primary Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department Date

Philippa M. Guthrie, Corporation Counsel Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and
phone number to customers interested in contacting you for information and/or special orders?

Yes _____ No _____

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

CITY COPY

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

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

Additional Exhibitor(s)

Print mailing address(es)

Exhibitors' phone
number(s)

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

Primary Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department

Date

Philippa M. Guthrie, Corporation Counsel

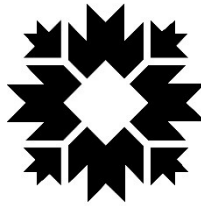
Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and phone number to customers interested in contacting you for information and/or special orders?

Yes _____ No _____

Initial one: Exhibitor chooses to participate in the Gift Certificate Program

Exhibitor chooses NOT to participate in the Gift Certificate Program



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-6
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler
DATE: September 28, 2021
SUBJECT: SERVICE AGREEMENT FOR ELECTRIC PLUS, INC

Recommendation

Staff recommends approval of a general service agreement for Electric Plus, INC for electrical services at Switchyard Park. Services to be paid out of General Fund 200-18-189006-53610, not to exceed \$5,000.

Background

Electric Plus is the sub-contractor Weddle employed to do initial electrical work at Switchyard Park. For certain electrical projects, using the original vendor should save time and money.

RESPECTFULLY SUBMITTED,

Hsiung Marler, Switchyard Park General Manager

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ELECTRIC PLUS, INC**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and _____ ("Contractor").

Article 1. Scope of Services Contractor shall provide (electrical services) ("Services"). Contractor shall diligently provide the Services under this Agreement at an hourly rate of one hundred dollars (\$100.00) per hour plus materials Monday-Friday 7am-3:30pm, an hourly rate of one hundred fifty dollars (\$150.00) plus materials on Saturdays or Monday through Friday after 3:30pm, and an hourly rate of two hundred dollars (\$200.00) on Sundays or Holidays. 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, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hsiung Marler as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars and zero cents \$5,000.00. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Prior to December 31, 2021

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

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

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

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees

and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Hsiung Marler, 401 N. Morton, Bloomington, IN 47402. Contractor: Electric Plus, ATTN: Bart Abram, INC, 173 S CR 525 E, Avon, IN 46123. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 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

ELECTRIC PLUS, INC

Philippa M. Guthrie, Corporation Counsel

Bart Abram, Bloomington Service Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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 _____, 20____.

Electric Plus, Inc.

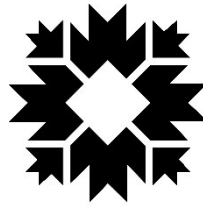
By: _____

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 _____, 2021.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-7
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: September 28, 2021
SUBJECT: CONTRACT WITH VALUE FENCE COMPANY FOR SHERWOOD OAKS
TENNIS COURT FENCING

Recommendation

Staff recommends approval of this contract for \$4,685.00. Funding from General Obligation Bond Series C 977-18-18016C-54510.

Background

The major flood event on June 18, 2021 damaged the fencing at Sherwood Oaks Park tennis courts. This is a contract to replace the fencing on the north end of the courts.

Specifications were provided and quotes were requested starting July 27, 2021 with a deadline of August 27, 2021. We received two quotes. Sunset Hill Fence Co at \$7,380 and Value Fence Company at \$4,685. Value Fence Company has done work for the Parks Department in the past and we are happy to accept their quote.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
VALUE FENCE COMPANY
FOR
SHERWOOD OAKS PARK TENNIS FENCING**

This Agreement, entered into on this ____ day of _____, 2021 ____, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Value Fence Company (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to have repairs done to Sherwood Oaks Park tennis fencing; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform Sherwood Oaks Park tennis fencing repairs (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before May 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with John Turnbull, Division Director Sports as the Department’s Project Manager.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work,

and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Six Hundred Eighty-Five and zero cents (\$4,685.00). 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:

John Turnbull
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 by May 31, 2022. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit B, 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	Value Fence Company
Attn: John Turnbull	Kirk Mullis
401 N. Morton, Suite 250	7122 W. Dinsmore Road
Bloomington, Indiana 47402	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 C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

VALUE FENCE COMPANY

Philippa M. Guthrie, Corporation Counsel

Kirk Mullis, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Deliver, provide labor, and provide equipment to replace approximately 155 feet of commercial grade fence to the north end only of Sherwood Oaks Park tennis courts.

Specifications:

- 1.01 FABRIC – Remove and discard old fabric. Install new 10 feet high chain link fencing, black vinyl coated, 9 gauge core, galvanized before weaving. 2 inch mesh openings. New fabric to be installed on the **north side of posts.** Knuckled bottom, top preferred to be knuckled but can be twisted.
- 1.02 LINE POSTS – Use existing posts; however they are to be painted black.
- 1.03 BOTTOM TENSION WIRE – 6 gauge bottom tension wire the entire span.
- 1.04 TOP RAIL – Use existing top rail; however it is to be painted black.
- 1.05 MIDDLE SUPPORT RAIL – Use existing middle rail; however it is to be painted black.

[illegible][illegible]

EXHIBIT C

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__.

Value Fence Company

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: B-8 Date: 9/23/2021

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: September 28, 2021
SUBJECT: REVIEW AND APPROVAL OF MID SERVICES CONTRACT WITH MONSTER DIGITAL MARKETING FOR DEVELOPMENT AND INSTALLATION OF COMPREHENSIVE WEBSITE FOR SWITCHYARD PARK

Recommendation

Staff recommends approval of this agreement. Funding Source: 200-18-181100-53990
Total dollar amount of contract: \$7,900

Background

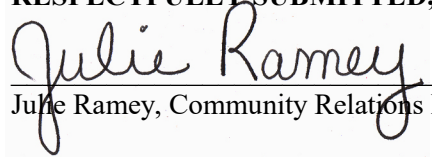
The city's 65-acre Switchyard Park, officially opened in 2019, requires a comprehensive and professional web presence that reflects its status of Bloomington's newest and largest park development project. The scope of programs and amenities in Switchyard Park include sport courts, a dog park, community gardens, fitness stations, walking and biking trails, a skate park, picnic shelter, playground, and the Community Foundation Switchyard Plaza. Rental facilities including the Pavilion and main stage offer community-oriented space and generate revenue for the Department.

Monster Digital Marketing (MDM) will provide an online park resource that includes park maps and information, and showcases the features of the park. Search engine optimization tactics will be employed for the site, to promote park awareness through increased traffic. Key features that will be built into the site include online rental reservation forms, virtual tours, social media integration, and interactive mapping of the park. The site will also serve as a channel for Bloomington residents and visitors to share feedback about the park and its amenities.

MDM will build a robust site, suitable for viewing on all platforms, and that meets standards for accessibility. The website will serve as the flagship site for the park. Monthly metric reports from MDM will allow for improvements to the website, based on use and customer feedback.

The Department contracted with Monster Digital Marketing in 2019 to research and build a functional website for the Twin Lakes Recreation Center. The website is well managed and frequently updated, and has resulted in the TLRC's strong positioning in a competitive fitness market.

RESPECTFULLY SUBMITTED,

A handwritten signature in dark ink, reading "Julie Ramey". The signature is written in a cursive, flowing style. The first name "Julie" is written in a smaller, more compact script, while the last name "Ramey" is larger and more prominent, with a long, sweeping tail that extends downwards and to the right.

Julie Ramey, Community Relations Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
MONSTER DIGITAL MARKETING
FOR
SWITCHYARD PARK WEBSITE DEVELOPMENT AND MAINTENANCE**

This Agreement, entered into on this 28th day of September, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Monster Digital Marketing (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to develop a user-friendly, search engine optimized, attractive and functional website that will drive revenue-generating traffic to and provide pertinent information regarding the scope of facilities and programs at Switchyard Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform research and development for park facilities that include sport courts, a skate park, performance stage, fitness stations, community gardens, pavilion, spray pad and associated rentals website best practices; and

WHEREAS, the Department requires the services of a professional Contractor to conduct keyword and search engine optimization, build, install, and host a professional and accessible website, and maintain the site’s security and platform software and update its content (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before March 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 Seven Thousand Nine Hundred Dollars (\$7,900). 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:

Julie Ramey, Community Relations Manager
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

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

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

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

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

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

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

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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.

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Monster Digital Marketing
Attn: Julie Ramey, Community Rela'tns Mgr	Cynthia Hogan
401 N. Morton, Suite 250	2600 S. Henderson St. Ste. 105
Bloomington, Indiana 47402	Bloomington, IN 47401

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

MONSTER DIGITAL MARKETING

Philippa M. Guthrie, Corporation Counsel

Cynthia Hogan, CEO

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

BACKGROUND

The Switchyard Park website must showcase the features and benefits of what the facility has to offer. The Switchyard Park’s new website will help improve the Department’s overall branding, expand the Department’s digital marketing efforts, and increase the volume of leads generated for Switchyard Park visitors, facility users and facility rentals.

The Switchyard Park website will include, at minimum, the following categories: sport courts, community gardens, fitness stations, Community Foundation Switchyard Plaza Spray Pad, skate park, dog park, Pavilion, picnic shelter, performance stage, and about. Key features to be built into the site include virtual facility tours, highlights of the park’s award-winning sustainability features, employment opportunities, and rental and reservation information.

PHASE 1: KEYWORD RESEARCH AND SEO OPTIMIZATION

This phase will primarily involve keyword research and competition research which will clearly identify how many people are interested in specific amenities as well as how many other websites are vying for that traffic. The results of this research will be used for keyword strategy and on-page website search engine optimization.

PHASE 2: WEBSITE BUILD

Monster Digital Marketing will build a website that include pertinent keywords and has a search engine-friendly structure. The entire website build will be based on the extensive research performed in BACKGROUND and PHASE 1. The website will serve as the flagship site for Switchyard Park. The site will be a robust site that is viewable on desktops and laptops, and that is responsive to tablets and smartphones. The site will also be accessible to viewers with sight and hearing limitations.

PHASE 3: INSTALLATION

This phase will concentrate on the domain transfer and installing and configuring the new website. It will also include navigation and website optimization to help drive traffic toward Switchyard Park amenities and programs. This will commence by January 1, 2022, or once the website copywriting and optimizing has been completed. During this phase, required traffic generation strategies will be put into effect. Monster Digital Marketing will use a combination of the following strategies:

- Basic metrics initial setup
- Keyword installation
- Site indexing with major search engines
- Performance testing and metrics

PHASE 4: WEBSITE MAINTENANCE

Monster Digital Marketing will update the website platform and coding, as updates become available. Maintenance also includes security and backups monitoring, and support. Support services are in response to Department requests including changing pages, adding new services, or updating content. Support services may be requested by the Department to Monster Digital Marketing via email. Support services are limited to 2 hours per month.

EXHIBIT B

“Project Schedule”

October 1, 2021 – initiate website development with input from Department staff

January 1, 2022 – launch Switchyard Park website with full functionality; monthly maintenance of site to begin with site launch

December 31, 2022 – Service agreement ends

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__.

Monster Digital Marketing

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: B-9
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: September 28, 2021
SUBJECT: REVIEW AND APPROVAL OF MID SERVICES CONTRACT WITH
UNIVERSAL SIGN INC. FOR FABRICATION AND INSTALLATION OF A
DEDICATION ELEMENT AT SWITCHYARD PARK

Recommendation

Staff recommends approval of this agreement. Funding Source: Switchyard Park TIF
Total dollar amount of contract: \$7,600

Background

The Parks and Recreation Department contracted with professional architectural design firm RLR Associates to develop a dedication element that reflected the long and rich history of the Switchyard Park development project. The custom element reflects the property's history as a railroad switchyard, will be durable enough to withstand the elements and be resistant to vandalism, and will blend attractively with other design and artistic elements in the park.

RLR Associates assisted in the evaluation of the three quotes received for the fabrication and installation of this element, and endorsed the Universal Sign, Inc. award based on the company's capability to develop this type of element, the presence of a structural engineer on the Universal Sign staff, and the excellent work Universal Sign, Inc. has done with prior jobs for RLR Associates.

RESPECTFULLY SUBMITTED,

Julie Ramey, Community Relations Manager

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
UNIVERSAL SIGN INC.
FOR
DEDICATION ELEMENT FOR SWITCHYARD PARK**

This Agreement, entered into on this 28th day of September, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Universal Sign Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to erect a sign commemorating the creation of Switchyard Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to fabricate an element that captures the park’s railroad, industry, and restoration themes (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before March 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Julie Ramey, Community Relations Manager, as the Department’s Project Manager.

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 Seven Thousand Six Hundred dollars (\$7,600). 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:

Julie Ramey, Community Relations Manager
City of Bloomington Parks and Recreation Department
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

Article 8. Identity of the Contractor

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

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington Parks & Recreation	Universal Sign, Inc.
Attn: Julie Ramey, Community Relations Mgr	Nate Zevenbergen

401 N. Morton St., Suite 250	5001 Falcon View SE
Bloomington, Indiana 47404	Grand Rapids, MI 49512

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

UNIVERSAL SIGN, INC.

Philippa M. Guthrie, Corporation Counsel

Name:
Title:

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

- Fabricate wall mounted 1/8” laser cut corten steel panels in SS frame per RLR drawings (attached)
- Install panels

EXHIBIT B

“Project Schedule”

Contractor shall complete the services required under this Agreement on or before March 31, 2022

[illegible][illegible]

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__.

Universal Sign Inc.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

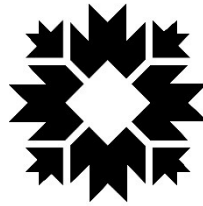
Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20__.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-10
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: September 28, 2021
SUBJECT: BLOOMINGTON PARKS FOUNDATION/DON BRINEMAN MEMORIAL
GOLF SCRAMBLE

Recommendation

Staff recommends that cart and green fees for the 29th Annual Don Brineman Golf Scramble be waived on Wednesday, October 6, 2021.

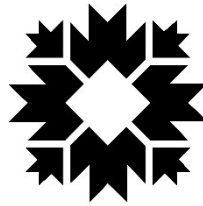
Background

This event is a fund raiser for the Bloomington Parks Foundation which supports the Parks Department in multiple ways. This tournament generally raises \$5,000-\$9,000 for the Parks Foundation. We welcome any Park Board members that would like to participate as the shotgun start is at 1:30pm on Wednesday, October 6.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

2021-January



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-11
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: September 28, 2021
SUBJECT: ENCROACHMENT AGREEMENT WITH HAYDEN FLATS APARTMENTS

Recommendation

Staff recommends approval of this Encroachment Agreement with the Hayden Flats Apartments, 3009 S. Rogers St. to build connection to the Rail Trail.

Background

Hayden Flats Apartments will be developing a new apartment complex on currently undeveloped land just west of the Rail Trail with frontage on S. Rogers St. The developers, in conjunction with Monroe County Planning, requested a connection to the Rail Trail for the new residents. After reviewing the site and the city's typical encroachment agreement template we came to an agreement on location and terms. The encroachment will provide an accessible entry to the apartment complex along the west side of the rail trail, approximately a quarter mile south of the Country Club Trailhead.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

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

This Agreement, dated this ____ day of _____, 20__, WITNESSETH:

WHEREAS, Hayden Flats Apartments, LLC, an Indiana limited liability company, on its own behalf and on behalf of its successors and assigns ("Developer") is redeveloping a property with an address of 2917 S. Rogers Street, Bloomington, Indiana ("Property"), which is immediately adjacent to and west of property owned by the City of Bloomington ("City," and together with Developer, the "Parties") known as the Bloomington Rail Trail ("City Property"), and Developer desires to encroach onto the City Property, all as more specifically depicted in Attachment A, attached hereto and incorporated herein by reference (the "Encroachments"); and

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

1. All rights, covenants, conditions, and restrictions set forth in this Agreement are appurtenances, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Parties, and their successors and assigns. This Agreement shall be construed as appurtenant to the Property and City Property, and the terms and covenants herein contained shall run with the Property and City Property and shall be deemed a present grant in favor of the Parties, and their respective successors and assigns, upon and subject to the terms and conditions contained herein, and shall be binding upon any third party purchaser or subsequent mortgagee of all or any portion of the Property and City Property.
2. If the City or another governmental agency with jurisdiction over the City Property determines that the City Property containing one or more of the Encroachment(s) should be improved to better serve the public, or that other public improvements need to be made on the City Property and the Encroachment(s) interfere with the planned public improvements, the City may require Developer to remove the Encroachment(s). If the City proposes changes to the City Property that require removal or alteration of the Encroachments, the City agrees to make reasonable efforts to coordinate alternatives to the Encroachments with Developer.
3. Developer accepts responsibility for the maintenance, repair, proper working conditions, and all expenses associated with the Encroachment(s). Specifically, Developer or Developer's designee shall maintain the Encroachment(s) in good repair and take such other measures as are reasonably necessary to maintain the Encroachment(s) in good, clean condition. The City shall be responsible for the maintenance, repair, proper working conditions, and all expenses associated with the City Property, including without limitation, the Bloomington Rail Trail.
4. The City's approval of the Encroachment(s) does not relieve Developer from any provisions of any applicable zoning or other ordinance or statute that may apply to the Encroachment(s).
5. The City may propose to alter the size and location of the Encroachment(s) to address unanticipated problems or may even propose to revoke permission to encroach if the City determines the Encroachment(s) are dangerous or hazardous to the general welfare of the City or the public. If the City proposes alterations or to revoke permission granted hereunder, the City agrees to make reasonable efforts to coordinate alternatives to the Encroachment(s) with Developer, including providing a reasonable period of time to repair or modify the Encroachment(s). If the City elects to revoke permission pursuant to this Section, the City shall still permit Developer and its tenants to access the City Property from the Property.
6. Developer understands and agrees that if the City or a public utility need to work in the area of the Encroachment(s) for any reason, and the Encroachment(s) need to be removed to facilitate the City or the utility, the removal of the Encroachment(s) will be at the expense of Developer and the City will not be responsible for any damage which may occur to the Encroachment(s). The City or the utility shall use commercially reasonable efforts not to damage

and/or limit any damage to the Encroachment(s). If all Encroachment(s) are removed by the City pursuant to this Section, this Agreement shall terminate and be of no further force or effect.

7. Developer shall use commercially reasonable efforts to inform its tenants that the City requires special use permits to be obtained through the Parks and Recreation Department for any activity on the B-Line Trail or other park property that uses the property to the exclusion of other users. Any use of the City Property by Developer or Developer's tenants without a special use permit that operates to exclude other users from the City Property is a violation of this Agreement; provided, however, Developer shall not be in default for a violation by Developer's tenants if Developer complies with its obligation to use commercially reasonable efforts to inform its tenants of this obligation.

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

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

The undersigned person executing this Agreement on behalf of Developer and the City represent and certify that he or she is duly authorized to execute this Agreement on Developer's and the City's behalf, respectively.

This Agreement shall be recorded in the Office of the Monroe County Recorder and is expressly intended to run with the land and bind Developer and Developer's successors and assigns and inure to the benefit of the City of Bloomington. Developer expressly consents to the provisions of this Agreement on its own behalf and on behalf of its successors and assigns.

Hayden Flats Apartments, LLC,
an Indiana limited liability company

By: Hayden Flats Holdings, LLC, a Delaware
limited liability company, its Sole Member

By: CRG GLC Bloomington GP, LLC, an
Indiana limited liability company, its
Managing Member

By: _____
Name: _____
Title: _____

City of Bloomington, Indiana

By: _____
Kathleen Mills, President Board of Park
Commissioners

[illegible]

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, the _____ of CRG GLC Bloomington GP, LLC, an Indiana limited liability company, the Managing Member of Hayden Flats Holdings, LLC, a Delaware limited liability company, the Sole Member of Hayden Flats Apartments, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument this ____ day of _____, 2021 on behalf of said limited liability company.

Notary Public Printed Name

Notary Public Signature

My Commission Expires: _____

County of Residence: _____

[illegible]

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared John Carter, President of the Bloomington, Indiana, Board of Park Commissioners, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2021.

Notary Public Printed Name

Notary Public Signature

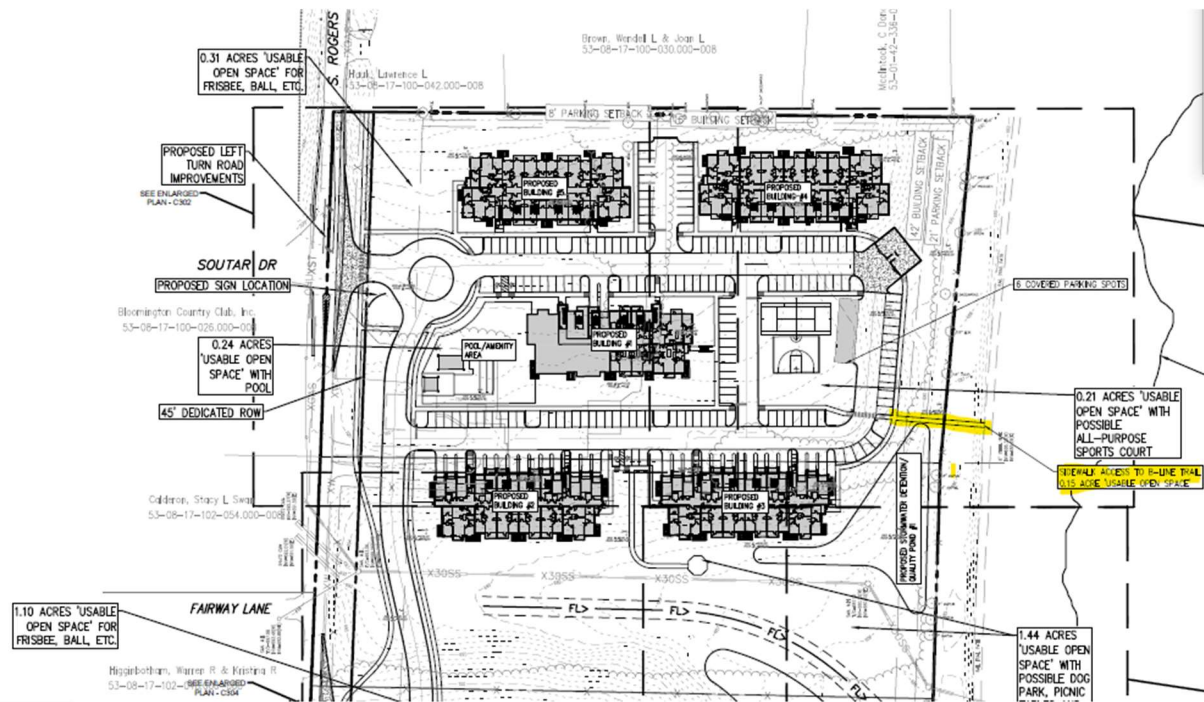
My Commission Expires: _____

County of Residence: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Daniel A. Dixon.

This instrument prepared by Daniel A. Dixon, Attorney at Law, City of Bloomington, P.O. Box 100, Bloomington, Indiana 47402.

Highlights show planned and approved connection to the Rail Trail from the Hayden Flats development, 3009 S. Rogers St.





STAFF REPORT

Agenda Item: B-12
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: September 28, 2021
SUBJECT: Contract with E&B Paving for Griffy Loop Trail

Recommendation

Staff recommends approval of this addendum to the contract with E&B Paving for construction on the Griffy Loop Trail & Accessible Fishing Pier project.

Total amount:	\$1,835,239
GO Bond Series B	\$369,600
GO Bond Series C	\$194,229
Bicentennial Bond Series B	\$1,275,406

Background

This contract with E&B Paving is to construct a sidewalk/walkway along the west side of the Headley Road Causeway and create a fishing platform with accessible ramp and sidewalk to the east side Griffy parking lot. The original bid received was greater than the available budget, however, the project was value engineered to keep key components for functionality while removing other work that can be accomplished in the future. By creating the walkway on the west side of the causeway, users will no longer have to talk in the road, increasing safety. Additionally, stairs up the hill on the south side will connect the north and south trails, paving the way for the completion of the loop trail. It will also create a “table” pedestrian crossing for users traveling between the east side parking lot and west side walkway, and will create an accessible fishing area immediately west of the sidewalk.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

2021-January

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
E&B PAVING, INC.
FOR
GRIFFY LAKE FISHING PIER & LOOP TRAIL

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for building the Griffy Lake fishing pier and causeway sidewalk as part of the loop trail (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; and

WHEREAS, the CITY and CONTRACTOR negotiated several value engineering modifications to the original bid included in Attachment B, "Value Engineering Agreement";

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 240 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 \$1,839,235. 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)	\$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 C, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving, Inc.
Attn: Tim Street, Operations Director	Attn: Jeff Ooley
401 N. Morton St., Suite 250	2520 W. Industrial Park Drive
Bloomington, Indiana 47404	Bloomington, IN 47404

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 D, 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 E, 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

E&B Paving, Inc.

Board of Park Commissioners

BY:

Kathleen Mills, President, Board of Park Commissioners

BY:

Contractor Representative

Paula McDevitt, Director, Parks and Recreation Dept.

Printed Name

Philippa M. Guthrie, Corporation Counsel

ATTACHMENT 'A'

GRIFFY LAKE FISHING PIER & LOOP TRAIL SCOPE OF WORK

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

This project titled 'Griffy Lake Fishing Pier & Loop Trail' shall include, but is not limited to improvements including site preparation, traffic control, excavation, earthwork, fill, limestone block walls, culvert pipe extension, native landscaping, guardrails, and an accessible concrete walking trail along the west side of Headley Road from south of the county bridge, connecting to the bridge, and north along the causeway to where the trail turns into the woods including removal and restoration of deteriorating wood steps. Project also includes an overlook and fishing area constructed with concrete and precast block walls, limestone steps, and metal railings. Project includes removal and replacement of realigned entry drive to the Griffy Lake Parking Lot with sidewalk and speed table with associated pavement markings and signage crossing Headley Road connecting to the Overlook/Fishing Platform. All work shall meet requirements of the City of Bloomington and comply with IDEM and IDNR permit requirements. Full details are found in the project plans and specifications, provided by Mader Design.

ATTACHMENT 'B'

GRIFFY LAKE FISHING PIER & LOOP TRAIL – MODIFICATIONS TO ORIGINAL SCOPE

Whereas E&B Paving's original bid exceeded the amount of funds available for this project, E&B Paving, Mader Design, & the City engaged in value engineering process to bring the project scope in line. The notes below are the approved subtractions and additions (Alternate #2, as bid) to the original contract amount. These changes are represented on the project plans.

Original Base Bid Total	\$ 2,245,000.00
Substitute manufactured quarry blocks (Redi-Block Kingston) instead of Limestone for retention wall along west side of causeway	\$ (276,562.00)
Delete decorative boulders throughout project area	\$ (18,700.00)
Delete radial slot drain at top of fishing pier	\$ (22,600.00)
Remove driveway improvements for Griffy (no improvements or changes made to driveway entrance to Griffy Lake parking area)	\$ (56,286.00)
Reduce sidewalk at drive entry to meet existing drive	\$ (4,700.00)
Change Causeway Walk to 1/4 minus instead of Concrete outside of Fishing Pier area. The entire ramp, pier, road crossing and partial sidewalk to driveway are to remain concrete. The 1/4 minus will start at each end of the sidewalk above the fishing pier. In detail shown on plan sheet C200, all of the concrete shown in this view will remain.	\$ (71,482.00)
Change Wall Stone to #7s along causeway	\$ (6,435.00)
Include Alternate #2 as detailed in bid packet to construct stairway up the hill @ southern end of Headley Road Causeway	\$ 51,000.00
Contract Total	\$ 1,839,235.00

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

AFFIDAVIT

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**.

E-Verify AFFIDAVIT

E-Verify AFFIDAVIT

County of Residence:

ATTACHMENT 'E'

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

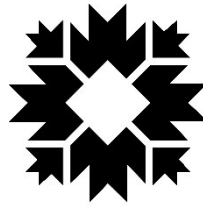
Printed Name

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



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-13
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator
DATE: September 28th, 2021
SUBJECT: HFI CONTRACT ADDENDUM

Recommendation

Staff recommends approval of a contract addendum with Harrel-Fish, Inc. for HVAC preventative maintenance and repairs for the Banneker Community Center and Allison-Jukebox Building. This funding will come from GF 200-18-187500-53610 with an increase of \$5,000.

Background

Both Banneker and AJB have worked with HFI for HVAC services for many years. Each building has unique systems that HFI maintains and inspects seasonally in addition to repair services as needed. Contract figures have been increased from previous years to an amount not to exceed \$10,000. This is an increase from \$5,000 which was previously approved in May of 2021. The justification for the increase is due to necessary repair work on the Banneker Center gym HVAC compressor unit.

RESPECTFULLY SUBMITTED,

Erik Pearson, Facility/Program Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CONTRACTOR**

This Agreement, entered into on this 28TH day of September, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrel-Fish, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide preventative maintenance, repair, adjust, and/or replace heating ventilation and cooling components at the Banneker Community Center and Alison-Jukebox Community Center ("Services") for a set price of Eighty Two Dollars (\$82) per hour Monday-Friday 7:00 am -6:00 pm and all other times for an afterhours hourly rate of Ninety Seven (\$97) dollars per hour plus an additional costs for parts and labor. Banneker and AJB staff will give contractors at least two (2) working days notice on repair. Repairs requiring more immediate action (emergencies) may be billed at an emergency hourly rate of Ninety Seven (\$97) dollars per hour. Holiday call-out/double-time rate will be One Hundred and Eighteen (\$118) dollars per hour. Types of HVAC components are: blower motors, thermostats, gas valves, filters, and control boards. Contractor shall provide seasonal inspections and filter changes. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before September 28th, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Erik Pearson-Banneker Community Center and Amy Shrake-AJB 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 Ten Thousand Dollars (\$10,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Erik Pearson-Banneker Community Center or Amy Shrake-AJB. The Staff, 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:

Contractor shall perform the services as needed. HFI requires to perform two maintenance checks per year as well as other repairs as need. The time limits established by the schedule shall not be exceeded except for reasonable cause as mutually agreed to by both parties.

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

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

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

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to

act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Erik Pearson-Banneker Community Center or Amy Shrake-AJB, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Harrel-Fish, Inc. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

NAME OF CONTRACTOR

Philippa M. Guthrie, Corporation Counsel

Mike Hupp, Vice President

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2021.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Harrel-Fish Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2021.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-14 Date: 9/23/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: September 28, 2021
SUBJECT: Amendment to Service Agreement with Bluestone Tree, LLC. for various tree removal and pruning services

Recommendation

Staff recommends approval of an amendment to an existing agreement with Bluestone Tree, LLC, to conduct various tree removal and pruning services.

Background

Amendment to the prior Service Agreement with Bluestone Tree, LLC., for various tree removal and pruning services when the scope of work cannot be accomplished via in-house staffing and equipment. The previously agreed amount has largely been used up and this amendment will allow for more hazard trees to be addressed. Increase agreement by \$15,000.00, to a total of \$35,000.00.

Amount: \$35,000.00 total, \$15,000.00 increase
Funding Source: 200-18-189503-53990

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Erin Hatch", is written over a horizontal line.

Erin Hatch, Urban Forester

2021-January

**Amendment to Service Agreement
With Bluestone Tree, LLC.**

This Amendment is made and entered into this ____ day of _____, 2021, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Bluestone Tree, LLC.

WHEREAS, BPRD and Bluestone Tree, LLC entered into a Service Agreement for the removal and pruning of various City trees (the “Agreement”); and

WHEREAS, there is an ongoing and increased need for further removals of City trees; and

WHEREAS, BPRD and Bluestone Tree, LLC wish to amend the total compensation amount of the Agreement.

NOW THEREFORE, the partners do mutually agree to amend the Agreement as follows:

1. The compensation amount of the Agreement shall be increased by the amount of \$15,000.00, to a total of \$35,000.00.
2. All original terms of the Agreement not expressly modified herein will remain in full force and effect.

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

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

BLUESTONE TREE, LLC.

Kathleen Mills, President
Board of Park Commissioners

Jerad Oren, Owner

Paula McDevitt, Parks Director

Philippa M. Guthrie, Corporation Counsel



CONTRACT COVER MEMORANDUM

TO: Philippa Guthrie, Corporation Counsel
FROM: Paula McDevitt, Administrator
DATE: February 9, 2021
RE: Service Agreement with Bluestone Tree, LLC. for various tree removal and pruning services

Contract Recipient/Vendor Name:	Bluestone Tree, LLC.
Department Head Initials of Approval:	PM
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Daniel Dixon
Record Destruction Date: <i>(Legal to fill in)</i>	2031
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	21-057
Due Date For Signature:	Friday Before Park Board Meeting: 2/19/2021
Expiration Date of Contract:	December 31, 2021
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$20,000.00
Funding Source:	200-18-189503-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	3735
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	

Summary of Contract:

Service agreement with Bluestone Tree, LLC., for various tree removal and pruning services when the scope of work cannot be accomplished via in-house staffing and equipment.

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE, LLC.**

This Agreement, entered into on this 23 day of February 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bluestone Tree, LLC. ("Contractor").

Article 1. Scope of Services Contractor shall provide tree removal and pruning services ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, 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 Erin Hatch, Urban Forester, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with 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 Twenty Thousand Dollars and zero cents (\$20,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Erin Hatch, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404, erin.hatch@bloomington.in.gov. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Complete work by December 31, 2021.

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 termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall

stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

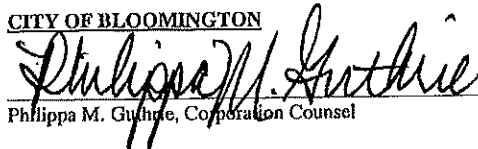
Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington, Attn: Erin Hatch, 401 N. Morton, Bloomington, IN 47402. Contractor: Bluestone Tree, LLC.. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

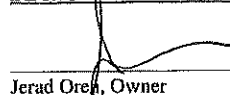
Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral 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.

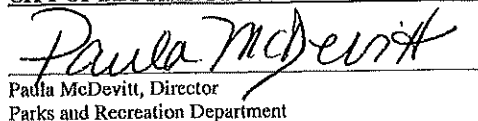
CITY OF BLOOMINGTON


Philippa M. Guthrie, Corporation Counsel

BLUESTONE TREE, LLC.


Jerad Oren, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION


Paula McDevitt, Director
Parks and Recreation Department

Date

03/11/2021

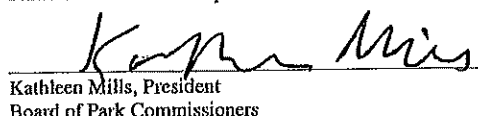

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
COUNTY OF Monroe)SS:

AFFIDAVIT

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

1. The undersigned is the Owner of Bluestone LLC
(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

Jerad L. Oren

Printed Name

STATE OF INDIANA)
COUNTY OF Monroe)SS:

Before me, a Notary Public in and for said County and State, personally appeared Jerad Oren and acknowledged the execution of the foregoing this 11 day of March, 2021.

Notary Public's Signature

Atalie Klumpp

Printed Name of Notary Public

My Commission Expires:

12/15/2028

County of Residence:

Lawrence

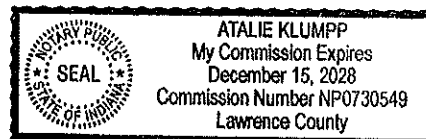


EXHIBIT B

STATE OF Indiana)
COUNTY OF Monroe) SS:

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 11 day of March, 2021.

Bluestone Tree, LLC.

By:

[Signature] owner
Jerad Oren

STATE OF Indiana)
COUNTY OF Monroe) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jerad Oren and acknowledged the execution of the foregoing this 11 day of March, 2020.

Atalie Klumpp
Notary Public's Signature

My Commission Expires: 12/15/2028

Atalie Klumpp
Printed Name of Notary Public

County of Residence: Lawrence





STAFF REPORT

Agenda Item: C-3
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: September 28th, 2021
SUBJECT: GRIFFY LAKE LARE REPORT

Recommendation

This presentation is meant to give project updates and provide recommendations for future aquatic vegetation management at Griffy Lake.

Background

In April 2021, the City of Bloomington entered into an agreement with the Indiana Department of Natural Resources Lake and River Enhancement (LARE) program to manage the invasive aquatic vegetation in Griffy Lake. Aquatic Control Inc. was hired to survey and manage the Eurasian watermilfoil in Griffy Lake and to update the Griffy Lake Aquatic Vegetation Management Plan. To comply with all policies and procedures specified by the grant agreement, a representative from Aquatic Control will give an update on the Tier II survey results and provide recommendations for future management at Griffy Lake.

RESPECTFULLY SUBMITTED,

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

Rebecca Swift, Natural Resources Coordinator



STAFF REPORT

Agenda Item: D-1
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: September 28, 2021
SUBJECT: BRAVO AWARD—HAYDEN KLOPP

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Hayden Klopp with this month's Bravo Award. This is in recognition of his continued volunteer efforts over the past year.

Background

Hayden has only lived in Bloomington for the past year and a half, relocating here at the start of summer in 2020. However, he has wasted no time in setting down roots in the local community. Hayden first volunteered with Parks and Recreation last year at our annual Pumpkin Launch, and has subsequently volunteered with several 2021 events, including our Bryan Park Kids Triathlon, Cascades Creek Cleanup, and Summer Solstice Celebration. Thankfully, we will soon be getting to work with Hayden again, as he is already signed up to serve at the welcome table at our annual Bug Fest event this Saturday, October 2. Hayden states that he enjoys volunteering with Parks and Recreation because it allows him the opportunity to get outdoors and help at fun events.

In addition to his work with Parks, Hayden also serves as a big brother with Big Brothers Big Sisters, serves as an usher with the Buskirk-Chumley Theater, and volunteers with the Brown County Humane Society, helping care for their adoptable cats housed at Petco.

We are incredibly grateful to Hayden for his help as a volunteer and his service to his newly-established home in Bloomington. The Bloomington Parks and Recreation is so proud to recognize Hayden as this month's Bravo Award recipient.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Sarah Owen", is written over a horizontal line.

Sarah Owen, Community Relations Coordinator



STAFF REPORT

Agenda Item: D-2
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: September 28, 2021
SUBJECT: PARKS PARTNER AWARD—Green Hat Media, LLC

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Green Hat Media, LLC as the recipient of the Parks Partner Award. The Parks Partner Award is a component of the Department's sponsorship program and recognizes our most outstanding collaborators and supporters.

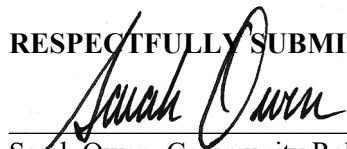
Background

Garrett Poortinga, the owner of Green Hat Media, is a lifelong Bloomington resident and established his business in 2014. Green Hat Media offers a comprehensive range of photography and videography services. When Parks and Recreation was faced with new challenges of COVID-19 last year, and we began shifting to a virtual programming model, Green Hat Media proved to be a valuable resource for us. In addition to extensive video production of our virtual programs, Garrett also created the branded intro and outro that was used for our virtual programs. Furthermore, he helped produce an informational video about our Kid City summer camp, documenting the COVID-19 safety protocols that we were utilizing for our campers. We have also relied on Garrett's photographic expertise to capture important Parks and Recreation events, such as the groundbreaking at Switchyard Park in May 2018, as well as the Grand Opening of the park in November 2019. Most recently, Garrett's talents were featured on the cover of our summer 2021 Program Guide, featuring an incredible action shot of a skateboarder at the Switchyard Park Skate Park.

Moreover, while we have been incredibly grateful to have Green Hat Media as a resource, Garrett has also shown his support for Parks and Recreation through community event sponsorship. Green Hat Media has continuously served as a sponsor of our annual Glow in the Park nighttime dance party since its inception in 2018.

We are incredibly grateful to Garrett and to Green Hat Media for the support, and the Bloomington Parks and Recreation Department is proud to recognize them with the Parks Partner Award.

RESPECTFULLY SUBMITTED,


Sarah Owen, Community Relations Coordinator



STAFF REPORT

Agenda Item: D-3
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Max Barrett, Operations Intern
DATE: September 28, 2021
SUBJECT: Intern Introduction

Background

My name is Max Barrett, and I am interning with the Bloomington Parks Operations division this fall. I am currently a student at Indiana University studying Outdoor Recreation, Parks, and Human Ecology within the School of Public Health. I have finished up all my classes for my degree last semester, and once I complete this internship I will have met all my requirements to graduate.

I am originally from Boulder, Colorado and moved to Indiana around 8 years ago. Growing up in Colorado I have always loved playing outside and exploring the wooded areas in my backyard. Once I arrived in Bloomington my interest in the outdoors grew into a passion that I wanted to pursue as a career field. Visiting the many beautiful parks in the city and around the area cultivated my connection with nature which led me to work with the Parks Department on the vegetation crew over this summer.

I am grateful for the opportunity to work as an intern with the Bloomington Parks, which has allowed me to experience the many different positions within the Parks Department, and I am looking forward to growing and developing alongside the Bloomington Parks.

RESPECTFULLY SUBMITTED,

Max Barrett, Intern

2021-January



STAFF REPORT

Agenda Item: D-3
Date: 9/23/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Emily Gardner, Natural Resources Intern
DATE: September 28, 2021
SUBJECT: Natural Resources Intern Introduction

Background

Emily Gardner is a senior at the School of Public Health at Indiana University, pursuing a Bachelor of Science in Outdoor Recreation, Parks, and Human Ecology with a concentration in Adventure Education.

Emily holds an Associate of Science degree from Ivy Tech Community College, where she also worked as a federal work study in the Express Enrollment and Student Success Centers. She currently serves as an Assistant Outdoor Leader through Indiana University Outdoor Adventures specializing in coastal kayaking and backpacking trips.

Emily is passionate about teaching outdoor education and sharing her love for nature with people of all ages. As a lifelong Girl Scout, she believes that education and outreach are essential for the protection of the environment and sense of community. She aims to inspire young minds to care for the environment and spread awareness as she does. Moreover, she hopes to make an overall positive impact in this community by providing service through the Bloomington Parks and Recreation department.

RESPECTFULLY SUBMITTED,

Emily Gardner, Natural Resources Intern

2021-January