

CITY OF BLOOMINGTON
Parks and Recreation

In compliance with Executive Order 20-09 issued by Governor of Indiana Eric Holcomb yesterday, today's Board of Park Commissioners meeting scheduled to take place at 4 p.m. in the Council Chambers at City Hall is closed to in-person attendance by the public. The meeting will be streamed live on Facebook at City of Bloomington, IN - Parks and Recreation, and on Community Access Television at <http://catstv.net>. Public comment may be made online on Facebook Live, or may be emailed to mcdevitp@bloomington.in.gov by 3 p.m.

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, March 24, 2020 4:00 – 5:30 p.m.

Council Chambers
401 North Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of February 25, 2020
- A-2. Approval of Claims Submitted February 25, 2020 – March 23, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Public Comment Period -
- B-2. Bravo Award -
- B-3. Parks Partner Award -
- B-4. Staff Recognition -

C. OTHER BUSINESS

- C-1. Review/Approval of 2020 Food and Beverage Artisan fees (Becky Higgins)
- C-2. Review/Approval of 2020 Food and Beverage Artisan contract template (Marcia Veldman)
- C-3. Review/Approval of 2020 Food and Beverage Artisans (Marcia Veldman)
- C-4. Review/Approval of partnership agreement with Jazzercise Addendum (Becky Higgins)
- C-5. Review/Approval of partnership agreement with Plant-A-Row partners (Becky Higgins)
- ~~C-6. Review/Approval of partnership agreement with Ivy Tech Community College (Becky Higgins) April~~
- ~~C-7. Review/Approval of partnership agreement with Lake Monroe Sailing Association (Becky Higgins) April~~
- ~~C-8. Review/Approval of partnership agreement with Special Olympics Monroe County (Becky Higgins) April~~
- ~~C-9. Review/Approval contract with Kingsnake Sounds (Becky Higgins) April~~
- C-10. Review/Approval of partnership agreement with Civic Theater (Becky Higgins)
- ~~C-11. Review/Approval of partnership agreement with Ryder (Becky Higgins) April~~
- C-12. Review/Approval of contract with HFI (Becky Higgins)
- C-13. Review/Approval of service agreement with Education Furniture (Becky Higgins)
- ~~C-14. Review/Approval of Banneker Community Center Advisory Council Bylaws/Guidelines (Becky Higgins) April~~
- ~~C-15. Review/Approval of contract with Kentucky Fairways Zoysia Farm (John Turnbull) April~~
- ~~C-16. Review/Approval of service agreement with Alexander Electric (John Turnbull) April~~
- ~~C-17. Review/Approval of partnership agreement with Centerstone (Dave Williams) April~~
- ~~C-18. Review/Approval of partnership with Bugfest (Dave Williams) April~~
- ~~C-19. Review/Approval of partnership agreement with Monroe County Public Library (Dave Williams) April~~
- C-20. Review/Approval of contract with EcoLogic (Paula McDevitt)
- C-21. Review/Approval of partnership agreement with Buskirk Chumley Theater Mang. (Paula McDevitt)
- C-22. Review/Approval of B-Line trademark usage request (Paula McDevitt)

D. REPORTS

- | | | | |
|------|-------------------------|---|-----------|
| D-1. | Operation Division | - | no report |
| D-2. | Recreation Division | - | no report |
| D-3. | Sports Division | - | no report |
| D-4. | Administration Division | - | no report |

ADJOURNMENT



A-1
03-24-2020

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, February 25, 2019
4:00 p.m. – 5:30 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER

The meeting was called to order by Kathleen Mills at 4:00 p.m.

Board Present: Kathleen Mills, Les Coyne, and Israel Herrera

Staff Present: Paula McDevitt, John Turnbull, Becky Higgins, Julie Ramey, Leslie Brinson, Mark Marotz, Steve Cotter, Dee Tuttle, Kim Clapp, Barb Dunbar, Joanna Sparks, Marcia Veldman, Megan Stark, Erik Pearson, Jess Klein, Crystal Ritter, and Ashley Spurgeon.

A. CONSENT CALENDAR

- A-1. Approval of Minutes of January 28, 2020 meeting
- A-2. Approval of Claims Submitted January 28, 2020 through February 24, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

Israel Herrera made a motion to approve the consent calendar. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken, motion unanimously carried 3-0.

B. PUBLIC HEARINGS/APPEARANCES - None

B-1. Appeal of Park Suspension - None

B-2. Public Comment Period

Board received comments on timer at meetings, board members, and free speech.

B-3. Bravo Award – None

B-4. Parks Partner Award – None

B-5. Staff Introduction – None

B-6 Staff Recognition – None

C. OTHER BUSINESS

C-1 Review/Approval of Partnership Amendment with Buskirk Chumley Theater Management

Paula McDevitt, Director on December 11, 2018 the Department entered into a partnership with BCT Management Inc., to manage the 2019 Buskirk-Chumley Theater season. In the original agreement, the duration of agreement was January 1, 2019 through December 31, 2019. On January 28, 2020 the original contract was extended through March 1, 2020. The 2020 partnership agreement is still under negotiations, both parties wish to extend the original contract through April 1, 2020. Staff recommends approval of this second addendum.

Israel Herrera made a motion to approve the Buskirk Chumley Theater Management amendment. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions.

The Board received public comments regarding the amendment to the Buskirk-Chumley Theater contract.

Vote taken, motion unanimously carried 3-0

C-2 Review/Approval of Partnership Agreement with IU Health Bloomington

Jess Klein, Health and Wellness Coordinator in order to provide the community with programs which promote social, physical, emotional, mental, and environmental health in the community, the Department wishes to partner with Indiana University Health Bloomington. The purpose of this Agreement is to outline a program partnership, which will provide community health education, programs, training, marketing, and opportunities to benefit the health and wellness of the community by combining available resources from each party. This has been a successfully partnership for many years.

Israel Herrera made a motion to approve the agreement with IU Health Bloomington. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions.

The Board received public comments regarding the partnership with IU Health Bloomington.

Vote taken, motion unanimously carried 3-0.

C-3 Review/Approval of Contract with Monster Digital Marketing for TLRC

Julie Ramey, Community Relations Manager the Department wishes to develop a user-friendly, search engine optimized, attractive and functional website that will drive revenue-generating traffic to the Twin Lakes Recreation Center. The Department requires the services of a professional contractor to research, develop, keyword research and search engine optimization, build, install, host, maintain, and update the website. Staff recommends the approval of this contract with Monster Digital in an amount not to exceed \$6,795.

Israel Herrera made a motion to approve the contract with Monster Digital Marketing. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions.

The Board received public comments regarding the contract with Monster Digital Marketing.

Vote taken, motion unanimously carried 3-0.

Board Comments: *Kathleen Mills* requested comments regarding Farmers' Market be held until that agenda item. Comments should be relevant to agenda items. *Kathleen Mills* called for a 10 minute recess.

Item C-15, C-16 and C-14 were moved up in the agenda.

C-15. Review/Approval of Update to Administrative Policy 2050

Paula McDevitt, Director the Department wishes to update the Administrative Policy 2050 entitled "Removal and suspension from use of property owned, managed or operated by the City of Bloomington Parks and Recreation Department".

Policy updates to 2050 includes:

Section 1(C) the inclusion of the following sentence "Any person who is asked to leave by a law enforcement office as defined by Indiana Code and refuses to do so may be subject to arrest".

Section 2 - (B) and (C) 3 – addition of “her”

Staff recommends approval of changes to Administrative Policy 2050.

Israel Herrera made a motion to approve the changes to the Administrative Policy 2050. *Les Coyne* seconded the motion.

Kathleen Mills any public comments or questions.

The Board received public comments regarding the updates to Administrative Policy 2050.

Vote taken, motion unanimously carried 3-0.

C-16. Review/Approval and Authorization of Bloomington Community Farmers’ Market Rules of Behavior

Marcia Veldman, Market Coordinator the Department wishes to update the Rules of Behavior for the 2020 Market season. These updates have been reviewed and approved by the Legal Department, Parks and Recreation staff, and the Farmers’ Market Advisory Council. Several changes were made to them relative to the ones in place last year, including refining the boundaries of the Market to reflect the functional boundaries of the Market, and further defining types of activities in the Market and where they may take place. Some existing rules that were regularly enforced but not included previously on the written document were added, including information on pets and smoking in the Market. A reference to the applicability of Department Administration Policy 2050 regarding “Removal and suspension from property owned, managed or operated by the City of Bloomington Parks and Recreation Department” was added. Staff recommends approval of the changes made to the 2020 Bloomington Community Farmers’ Market Rules of Behavior.

Board Comments: *Kathleen Mills* commented there is a total of seven areas where individuals can protest. Information Alley goes back to the early 1990’s, which is a space where people can protest. The vote was made to continue the Market, and to do so, the market needs ran in a manner that is not a free for all.

Israel Herrera made a motion to approve the changes to the Farmers’ Market Rules of Behavior. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions.

The Board received public comments regarding the updates to the Bloomington Farmers’ Market Rules of Behavior.

Board Comments: *Israel Herrera* asked why some members of the public felt this would cause violence. *Nate Johnson* responded, in the future if people engage in free speech in the market, where they choose, they will be threatened with police violence. *Nate* said the police will come and arrest them, if they still want to exercise their free speech the police will use violence. *Nate* said the only way violence will not occur, is if the person self-censors their self and chooses to stop. *Israel Herrera* inquired if there is evidence showing how many times recruiting has occurred at the market. *Anna Lynch* responded, the quantitative piece of this is not the critical piece, qualitative is. *Anna* said, if we have seen it once or twice, we know it is there. It’s not possible to count it, but we know it’s been successful.

Vote taken and was as follows: Les Coyne – Yes, Kathleen Mill - Yes, Israel Herrera – No. Motion carried 2-1.

C-14. Review of Proposed Fee Options for 2020 Food & Beverage Artisan Contracts

Becky Higgins, Recreation Services Division Director staff request the Board of Park Commissioners review the following options for 2020 Food and Beverage Artisans price fees:

Projected revenue and projected deficit

10% fee - revenue \$52,000 – 44% of revenue - no decrease in fee – deficit \$37,756, cost recovery 76%
7.5% fee - revenue \$39,000 – 37% of revenue - decrease of \$13,000 – deficit \$50,756 - cost recovery 68%
6% fee - revenue \$31,200 – 32% of revenue - decrease \$20,800 – deficit \$58,556 – cost recovery 63%
5% fee - revenue \$26,000 – 28% revenue - decrease \$26,000 – deficit \$64,156 – cost recovery 59%
Flat fee - \$594 per booth/per season - \$8,316 – 11% of revenue - deficit \$81,440 – cost recovery 48%

Staff will seek Board’s final approval of 2020 Food & Beverage Artisans fee at the March 24, 2020 meeting.

The Board received public comments regarding the 2020 Food & Beverage Artisan fees.

C-4 Review/Approval of Contract with Monroe Convention Center

Ashley Spurgeon, Community Events Specialist the Department wishes to provide the community with a Children's Expo event. Due to the size of the event, a professional consultant is required to provide facility, set up, and tear down of the tablecloths, skirting, tables, chairs and food service area. The event will include a Health Screening area, where attendees can receive free health screenings ranging from hearing tests, to eyesight, and oral check-ups. Staff recommends the approval of this contract with Monroe Convention Center, in the amount not to exceed \$3,000. Funding is through the Non-Reverting Children's Expo Fund.

Israel Herrera made a motion to approve the contract with Monroe Convention Center. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken, motion unanimously carried 3-0.

C-5 Review/Approval of Contract Template for A Fair of the Arts

Crystal Ritter, Community Events Coordinator, the Department wishes to hold an arts and craft fair, where local and regional artist display, demonstrate, and sell their art. Artist for the A Fair of the Arts are selected by a jury process. Staff recommends approval of the 2020 A Fair of the Arts Exhibitor Agreement & Exhibitor Information template, which outlines the policies and expectations of both parties.

Israel Herrera made a motion to approve the 2020 template contract for A Fair of the Arts. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken, motion unanimously carried 3-0.

C-6. Review/Approval of Partnership Agreement Sassafras Audubon Society Bird Fest.

Steve Cotter, Natural Resources Manager the Department wishes to provide a fun way for the members of the Bloomington community to learn about birds and their importance to our local and global environment. The Department wishes to partner with Sassafras Audubon Society, to combine resources to provide the general public with an affordable and family-friendly community event called BirdFest. The event will take place at the Switchyard Park on April 4, 2020. Staff recommends approval of this partnership.

Israel Herrera made a motion to approve the partnership with Sassafras Audubon Society. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken, motion unanimously carried 3-0.

C-7. Review/Approval of Contract with Pursell Monument

Barb Dunbar, Operations Coordinator due to age and earth settling, the Department wishes to repair headstones at Rose Hill and White Oak Cemeteries. The Department requires the services of a professional consultant to perform headstone, family pen, and/or monument repairs. This includes foundation resetting, leveling, reseals, and mortaring. Staff recommends approval of this contract with Ronnie G. Pursell in an amount not to exceed \$4,500. Funding is through the Cemeteries General Fund.

Israel Herrera made a motion to approve the contract with Pursell Monument. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken, motion unanimously carried 3-0.

C-8. Review/Approval of Alcohol Permit for Community Events at Switchyard Park

Leslie Brinson, Community Events Manager the Department wishes to offer the sale of alcohol at events taking place at Switchyard Park in 2020. Staff will contract with local vendors for the sale of alcohol. The vendors would be responsible for providing a copy of state permit prior to event, follow all state and federal guidelines, and securing a bar area for individuals 21 years of age and over. Vendors will pay the department 10% of their gross sales on each event. Staff recommends approval of the sale of alcohol at specific department community events held at Switchyard Park.

Board Comments: *Israel Herrera* inquired if this request is just for 2020. *Leslie Brinson* stated 2020 would be a trial period. *Israel Herrera* inquired if there was a limit on number of vendors. *Leslie Brinson* stated there would be only one vendor per event, and the opportunity would be offered to a number of vendors.

Israel Herrera made a motion to approve the sale of alcohol at specific Community Events held at Switchyard Park. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried 3-0.

C-9 Review/Approval of Service Agreements in Sports Division

Paula McDevitt, Director the Department wishes to maintain facilities and sites in good working condition, while meeting all public work project requirements. The Department requires the services of qualified vendors to provide routine/emergency repair, routine/emergency maintenance of existing structures, buildings or real property. Staff recommends the approval of the 2020 service agreements with Terminix International, Styner Sports Training Inc., Keller Heating & Air Conditioning, Inc., DEEM Inc., Steve's Welding, Young Plumbing & Mechanical, and Price Electric. Funding is through General Fund budgets.

Israel Herrera made a motion to approve the service agreements with Terminix International, Styner Sports Training, Inc., Kelly Heating & Air Conditioning, Inc., DEEM, Inc., Steve's Welding, Young Plumbing & Mechanical, and Price Electric.

Les Coyne seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken, motion unanimously carried 3-0.

C-10 Review/Approval of Contract with Fox Construction for TLRC Front Counter Project

Megan Stark, Membership Coordinator due to age, the Department wishes to update the front lobby counter at Twin Lakes Recreation Center. The Department requires the services of a professional contractor to install new doors, new counter, glass panels, new cabinets, new mirrors, new carpet, and new rubberized flooring. Staff recommends approval of the contract with Fox Construction Company in an amount not to exceed \$42,900. Funding is through General Obligation Bond 977-18-10016E-54510.

Board Comments: *Kathleen Mills* inquired why the update was being requested. *Megan Stark* responded it doesn't function well for staff efficiency, and is dated and worn. *Les Coyne* commented the update is needed to help stay competitive in the market.

Israel Herrera made a motion to approve the contract with Fox Construction. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote was taken, motion unanimously carried 3-0.

C-11 Review/Approval of Partnership Agreement with Bloomington Soccer

Dee Tuttle, Sports Facility/Program Manager the Department wishes to provide an opportunity for the community to participate in specialized recreation programs that are designed to meet the needs of youth in the community, and to promote health and well-being. By combining the resources of both parties, the community will be offered an affordable and effective youth soccer program, designed to introduce beginner participants to the program, as well as to provide for skill advancement. Staff recommends the approval of this partnership with Bloomington Football Club.

Board Comments: *Israel Herrera* inquired if this would be affordable. *Dee Tuttle* responded Bloomington Football Club will set a participation price, and pay the department an hourly rate to use the facility.

Israel Herrera made a motion to approve the agreement with Bloomington Soccer. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken, motion unanimously carried 3-0.

C-12 Review/Approval of Partnership Agreement MC Tennis

Dee Tuttle, Sports Facility/Program Manager the Department wishes to provide an opportunity for the community to participate in specialized recreation programs that are designed to meet the needs of the community, and to promote health and well-being. By combining the resources of both parties, the community will be offered an affordable and effective tennis instruction program, designed to introduce beginner participants to the sport as well as to provide for skill advancement. Staff recommends the approval of this partnership with MC Tennis.

Board Comments: *Israel Herrera* inquired who would be running the program. *Dee Tuttle* responded Matt Corey, Bloomington South High School Boys Varsity Coach. *Israel Herrera* inquired on age participation. *Dee Tuttle* responded youth participation age would be ages 5 to 17, and adult participation age would be 18 years and up.

Israel Herrera made a motion to approve the partnership with MC Tennis. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken, motion unanimously carried 3-0.

C-13 Review/Approval of Contract with Eco Logic Invasive Plant Removal

Joanna Sparks, City Landscaper the Department wishes to increase visibility and safety along the B-Line Trail through the removal of dense invasive and undesirable undergrowth. The Department requires the services of a professional consultant to mechanically remove woody invasive plant materials, from the southern end of Switchyard Park to Country Club Drive. Staff recommends the approval of this contract with Eco Logic, in an amount not to exceed \$4,820. Funding source is from Landscaping's General Fund.

Board commented: *Kathleen Mills* inquired how many trees have been planted along the trails. *Joanna Sparks* responded over 3,000 trees were planted, an addition 7,000 trees have been order.

Israel Herrera made a motion to approve the contract with Eco Logic. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions.

The Board received public comments regarding invasive plant removal.

Vote taken, motion unanimously carried 3-0.

Paula McDevitt, Director the next Board of Park Commissioners meeting will be held on Tuesday, March 24, 2020.

D REPORTS

D-1 Operations – No Report

D-2. Recreation Division – No Report

D-3 Operations Division – No Report

D-4 Administration – No Report

ADJOURNMENT

Meeting adjourned at 6:54 p.m.

Respectfully Submitted,



Kim Clapp
Secretary Board of Park Commissioners



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00003517	BA	GL	03/04/2020	Budget Amendment-NR Grant Expenses				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
03/04/2020	201-18-G19008-42120	Grants - Federal			Budget Amendment-NR Grant Expenses			25,000.00	.00
03/04/2020	201-18-G19008-53990	Other Services and Charges			Budget Amendment-NR Grant Expenses			25,000.00	.00
Number of Entries: 2								<u>\$50,000.00</u>	<u>\$.00</u>

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/28/2020	Payroll				128,136.37
					<u>128,136.37</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 \$ 128,136.37

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/13/2020	Payroll				134,076.86
					<u>134,076.86</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 134,076.86

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 Officer _____



Claim Register Park & Rec

Invoice Date Range 02/22/20 - 03/06/20

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 (51301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52420 - Other Supplies										
9523 - Freedom Business Solutions, LLC	11693	18-Toner for Front Desk Copier	Paid by EFT # 34047		02/25/2020	02/25/2020	03/06/2020		03/06/2020	199.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$199.00
Account 52430 - Uniforms and Tools										
11693 - The Award Center, INC	59425	18- Name Badges 2 Front Desk Staff	Paid by EFT # 34152		02/25/2020	02/25/2020	03/06/2020		03/06/2020	30.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$30.00
Account 53160 - Instruction										
54935 - Vermont Systems, INC	65536	18-2020 Virtual Symposium Subscription	Paid by EFT # 34165		02/25/2020	02/25/2020	03/06/2020		03/06/2020	525.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$525.00
Account 53210 - Telephone										
1079 - AT&T	848494855020920	18- Long Distance Charges January	Paid by Check # 71326		02/25/2020	02/25/2020	03/06/2020		03/06/2020	27.13
1079 - AT&T	81234937000220	18-Landlines February Charges	Paid by Check # 71325		02/25/2020	02/25/2020	03/06/2020		03/06/2020	2,068.35
13969 - AT&T Mobility II, LLC	9748920X02192020	18-Wireless Invoice January/February	Paid by Check # 71328		02/25/2020	02/25/2020	03/06/2020		03/06/2020	31.24
Account 53210 - Telephone Totals									Invoice Transactions 3	\$2,126.72
Program 181000 - Administration Totals									Invoice Transactions 6	\$2,880.72
Program 181100 - Marketing										
Account 52420 - Other Supplies										
2895 - Rapid Reproductions, INC	100123	18-42" x 100' rolls of plotter printer paper	Paid by EFT # 34124		02/25/2020	02/25/2020	03/06/2020		03/06/2020	1,167.84
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$1,167.84
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X02192020	18-Wireless Invoice January/February	Paid by Check # 71328		02/25/2020	02/25/2020	03/06/2020		03/06/2020	41.64
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.64
Account 53310 - Printing										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7837	18-Kid City reminder postcards	Paid by EFT # 34027		02/25/2020	02/25/2020	03/06/2020		03/06/2020	30.00
Account 53310 - Printing Totals									Invoice Transactions 1	\$30.00
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_123019	18-January display ads and classifieds	Paid by EFT # 34048		02/25/2020	02/25/2020	03/06/2020		03/06/2020	878.37
Account 53320 - Advertising Totals									Invoice Transactions 1	\$878.37
Account 53910 - Dues and Subscriptions										
4225 - REACH Sports Marketing Group, INC	65419	18-REACH media player license renewal TLRC	Paid by EFT # 34125		02/25/2020	02/25/2020	03/06/2020		03/06/2020	588.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$588.00
Program 181100 - Marketing Totals									Invoice Transactions 5	\$2,705.85
Program 182001 - Aquatics - Bryan Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X02192020	18-Wireless Invoice January/February	Paid by Check # 71328		02/25/2020	02/25/2020	03/06/2020		03/06/2020	31.24
Account 53210 - Telephone Totals									Invoice Transactions 1	\$31.24
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 1	\$31.24
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X02192020	18-Wireless Invoice January/February	Paid by Check # 71328		02/25/2020	02/25/2020	03/06/2020		03/06/2020	86.90
Account 53210 - Telephone Totals									Invoice Transactions 1	\$86.90
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 1	\$86.90
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmenGas Propane, LP	3102604761	18 FSC Propane for Zamboni	Paid by EFT # 33980		02/25/2020	02/25/2020	03/06/2020		03/06/2020	206.93
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$206.93
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	101626ES	06-CityFacNaturalGasCommo	Paid by EFT # 34035		02/25/2020	02/25/2020	03/06/2020		03/06/2020	1,607.05
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$1,607.05
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	11905484520213	18-Cable Service	Paid by Check # 71333		02/25/2020	02/25/2020	03/06/2020		03/06/2020	100.98
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$100.98
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002486843	18-Landfill	Paid by EFT # 34129		02/25/2020	02/25/2020	03/06/2020		03/06/2020	112.00
Account 53950 - Landfill Totals									Invoice Transactions 1	\$112.00
Program 182500 - Frank Southern Center Totals									Invoice Transactions 4	\$2,026.96
Program 183500 - Golf Services										
Account 52230 - Garage and Motor Supplies										
3958 - Kenney Outdoor Solutions, Corp	X05034	18 - Bedknives, backlapping supplies, and	Paid by EFT # 34082		02/25/2020	02/25/2020	03/06/2020		03/06/2020	1,008.84
3958 - Kenney Outdoor Solutions, Corp	X05521	18 - hub assemblies	Paid by EFT # 34082		02/25/2020	02/25/2020	03/06/2020		03/06/2020	24.31
3958 - Kenney Outdoor Solutions, Corp	X05486	18 - hub assemblies	Paid by EFT # 34082		02/25/2020	02/25/2020	03/06/2020		03/06/2020	102.28
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 3	\$1,135.43
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X02192020	18-Wireless Invoice January/February	Paid by Check # 71328		02/25/2020	02/25/2020	03/06/2020		03/06/2020	44.69
Account 53210 - Telephone Totals									Invoice Transactions 1	\$44.69
Account 53910 - Dues and Subscriptions										



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4170 - Comcast Cable Communications, INC	1190485895021920	18-Cable Service	Paid by Check # 71334	02/25/2020	02/25/2020	03/06/2020	03/06/2020	122.71
Account 53910 - Dues and Subscriptions Totals								122.71
Invoice Transactions 1								\$122.71
Account 53950 - Landfill								
6152 - K&S Rolloff, INC	46018	18- Cascades Golf Superintendent	Paid by EFT # 34080	02/25/2020	02/25/2020	03/06/2020	03/06/2020	3,325.86
Account 53950 - Landfill Totals								3,325.86
Invoice Transactions 1								\$3,325.86
Program 183500 - Golf Services Totals								\$4,628.69
Invoice Transactions 6								
Program 184000 - Natural Resources								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM216836	18-First aid supplies for all five areas of Ops	Paid by EFT # 34043	02/25/2020	02/25/2020	03/06/2020	03/06/2020	200.00
Account 52210 - Institutional Supplies Totals								200.00
Invoice Transactions 1								\$200.00
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	590457	18-Natural Resources Program Supplies	Paid by EFT # 33998	02/25/2020	02/25/2020	03/06/2020	03/06/2020	16.68
4568 - Forestry Suppliers, INC	651216-00	18-Water Test Kit Supplies	Paid by EFT # 34046	02/25/2020	02/25/2020	03/06/2020	03/06/2020	381.77
Account 52420 - Other Supplies Totals								398.45
Invoice Transactions 2								\$398.45
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X02192020	18-Wireless Invoice January/February	Paid by Check # 71328	02/25/2020	02/25/2020	03/06/2020	03/06/2020	72.88
Account 53210 - Telephone Totals								72.88
Invoice Transactions 1								\$72.88
Account 53230 - Travel								
7284 - Rebecca Jania	021720	18-Travel Expense IPRA Conference Muncie, IN	Paid by EFT # 34076	02/25/2020	02/25/2020	03/06/2020	03/06/2020	92.00
Account 53230 - Travel Totals								92.00
Invoice Transactions 1								\$92.00
Account 53920 - Laundry and Other Sanitation Services								
4175 - The Stables Events, LLC (Izzy's Rentals)	9783	18-Wapehant & Griffy Restroom Service	Paid by EFT # 34157	02/25/2020	02/25/2020	03/06/2020	03/06/2020	60.00
Account 53920 - Laundry and Other Sanitation Services Totals								60.00
Invoice Transactions 1								\$60.00
Account 53990 - Other Services and Charges								
208 - City Of Bloomington Utilities	200902-00102252	18-Water Testing Leonard Springs	Paid by Check # 71315	02/24/2020	02/24/2020	02/24/2020	02/24/2020	55.00
4273 - Pace Analytical Services, INC	2050132818	18-Water Tests for Leonard Springs	Paid by EFT # 34118	02/25/2020	02/25/2020	03/06/2020	03/06/2020	345.00
Account 53990 - Other Services and Charges Totals								400.00
Invoice Transactions 2								\$400.00
Program 184000 - Natural Resources Totals								\$1,223.33
Invoice Transactions 8								
Program 187001 - Adult Sports-Softball								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X02192020	18-Wireless Invoice January/February	Paid by Check # 71328	02/25/2020	02/25/2020	03/06/2020	03/06/2020	26.90
Account 53210 - Telephone Totals								26.90
Invoice Transactions 1								\$26.90
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002487409	18-Landfill March Charges	Paid by EFT # 34129	02/25/2020	02/25/2020	03/06/2020	03/06/2020	225.00
Account 53950 - Landfill Totals								225.00
Invoice Transactions 1								\$225.00
Program 187001 - Adult Sports-Softball Totals								\$251.90
Invoice Transactions 2								
Program 187202 - Youth Sports-Winslow								
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	445846956993	18 - Winslow Blueseal Urinal Trap Liquid	Paid by EFT # 34146	02/25/2020	02/25/2020	03/06/2020	03/06/2020	378.84
5819 - Synchrony Bank	664749533883	18 - Winslow Waterless Urinal Kits	Paid by EFT # 34146	02/25/2020	02/25/2020	03/06/2020	03/06/2020	189.24
Account 52210 - Institutional Supplies Totals								568.08
Invoice Transactions 2								\$568.08
Program 187202 - Youth Sports-Winslow Totals								\$568.08
Invoice Transactions 2								
Program 187500 - Banneker								
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	101626ES	06-CityFacNaturalGasCommo	Paid by EFT # 34035	02/25/2020	02/25/2020	03/06/2020	03/06/2020	452.83
Account 53540 - Natural Gas Totals								452.83
Invoice Transactions 1								\$452.83
Program 187500 - Banneker Totals								\$452.83
Invoice Transactions 1								
Program 188001 - Inclusive Recreation								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X02192020	18-Wireless Invoice January/February	Paid by Check # 71328	02/25/2020	02/25/2020	03/06/2020	03/06/2020	13.45
Account 53210 - Telephone Totals								13.45
Invoice Transactions 1								\$13.45
Program 188001 - Inclusive Recreation Totals								\$13.45
Invoice Transactions 1								
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM216836	18-First aid supplies for all five areas of Ops	Paid by EFT # 34043	02/25/2020	02/25/2020	03/06/2020	03/06/2020	100.00
313 - Fastenal Company	INBLM217042	18-First aid supplies for all five areas of Ops	Paid by EFT # 34043	02/25/2020	02/25/2020	03/06/2020	03/06/2020	515.34
15449 - Rosen & Rosen Industries (R&R Industries)	575226	18-Safety Vests: Ops, Landscaping, Cemeteries	Paid by EFT # 34132	02/25/2020	02/25/2020	03/06/2020	03/06/2020	216.71
Account 52210 - Institutional Supplies Totals								832.05
Invoice Transactions 3								\$832.05
Account 52230 - Garage and Motor Supplies								
394 - Kleindorfer Hardware & Variety	680046	18-heat shrink, lighter	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	16.45
Account 52230 - Garage and Motor Supplies Totals								16.45
Invoice Transactions 1								\$16.45
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	677423	18-misc bolts, concrete mix	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	28.16
53005 - Menards, INC	43723	18-treated lumber	Paid by Check # 71345	02/25/2020	02/25/2020	03/06/2020	03/06/2020	5.98
53005 - Menards, INC	43453	18-3rd St. Park Irrigation parts	Paid by Check # 71345	02/25/2020	02/25/2020	03/06/2020	03/06/2020	214.84
Account 52310 - Building Materials and Supplies Totals								248.98
Invoice Transactions 3								\$248.98
Account 52340 - Other Repairs and Maintenance								
409 - Black Lumber Co. INC	431092	18-18 volt battery, volt compact combo kit	Paid by EFT # 33995	02/25/2020	02/25/2020	03/06/2020	03/06/2020	199.94



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394 - Kleindorfer Hardware & Variety	677656	18-supply line for toilet, repair flange, wax ring	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	16.36
394 - Kleindorfer Hardware & Variety	677525	18-shovel, valve, fitting, pluas, air gauge, bow	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	67.22
394 - Kleindorfer Hardware & Variety	648622	18-supplies for RoseHill Office Water Heater	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	36.14
53005 - Menards, INC	43724	18-toolbox, drillbits, impact bit set, security bit	Paid by Check # 71345	02/25/2020	02/25/2020	03/06/2020	03/06/2020	61.45
53005 - Menards, INC	43913	18-Tools & Hardware	Paid by Check # 71345	02/25/2020	02/25/2020	03/06/2020	03/06/2020	160.15
53005 - Menards, INC	43800	18-wire harness for trailer	Paid by Check # 71345	02/25/2020	02/25/2020	03/06/2020	03/06/2020	22.98
53005 - Menards, INC	44169	18-40 gal water heater, hose, elbow, valve, drain, 18-oil filter, light plugin	Paid by Check # 71345	02/25/2020	02/25/2020	03/06/2020	03/06/2020	361.57
476 - Southern Indiana Parts, INC (Napa Auto Parts)	304918		Paid by EFT # 34140	02/25/2020	02/25/2020	03/06/2020	03/06/2020	41.97
4443 - The Sherwin Williams Company	E91/13841	18-page, roller covers, patch kit, spakle	Paid by EFT # 34156	02/25/2020	02/25/2020	03/06/2020	03/06/2020	69.60
Account 52420 - Other Supplies			Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 10			\$1,037.38
313 - Fastenal Company	INBLM217043	18-batteries	Paid by EFT # 34043	02/25/2020	02/25/2020	03/06/2020	03/06/2020	56.64
394 - Kleindorfer Hardware & Variety	678748	18-cam locks	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	14.97
394 - Kleindorfer Hardware & Variety	678001	18-cabinet locks	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	11.98
53005 - Menards, INC	43722	18-latchbox's, gasket box, paid, pledge, torch stake, 18-dry erase board	Paid by Check # 71345	02/25/2020	02/25/2020	03/06/2020	03/06/2020	112.57
53005 - Menards, INC	44110		Paid by Check # 71345	02/25/2020	02/25/2020	03/06/2020	03/06/2020	9.97
4394 - Richardson Enterprises of Bgtn, LLC (FastSions)	INV-9995	18-(6) coroplast Playaround CLOSED signs	Paid by EFT # 34130	02/25/2020	02/25/2020	03/06/2020	03/06/2020	122.94
Account 53210 - Telephone			Account 52420 - Other Supplies Totals		Invoice Transactions 6			\$329.07
13969 - AT&T Mobility II, LLC	9748920X02192020	18-Wireless Invoice January/February	Paid by Check # 71328	02/25/2020	02/25/2020	03/06/2020	03/06/2020	248.55
Account 53540 - Natural Gas			Account 53210 - Telephone Totals		Invoice Transactions 1			\$248.55
6769 - EDF, INC (EDF Energy Services)	101626ES	06-CityFacNaturalGasCommo	Paid by EFT # 34035	02/25/2020	02/25/2020	03/06/2020	03/06/2020	509.68
Account 53730 - Machinery and Equipment Rental			Account 53540 - Natural Gas Totals		Invoice Transactions 1			\$509.68
177 - Indiana Oxygen Company, INC	9408669	18-(5) yr lease on welding/cutting tank for 18- FECON rental for trail maintenance (2	Paid by EFT # 34069	02/25/2020	02/25/2020	03/06/2020	03/06/2020	212.19
2974 - MacAllister Machinery Co, INC	R67346617101		Paid by EFT # 34100	02/25/2020	02/25/2020	03/06/2020	03/06/2020	7,611.00
Account 53920 - Laundry and Other Sanitation Services			Account 53730 - Machinery and Equipment Rental Totals		Invoice Transactions 2			\$7,823.19
19171 - Aramark Uniform & Career Apparel Group, INC	1824253882	18-Uniform & mat cleaning services for the	Paid by EFT # 33982	02/25/2020	02/25/2020	03/06/2020	03/06/2020	21.27
19171 - Aramark Uniform & Career Apparel Group, INC	1824244431	18-Uniform & mat cleaning services	Paid by EFT # 33982	02/25/2020	02/25/2020	03/06/2020	03/06/2020	21.27
4175 - The Stables Events, LLC (Izzy's Rentals)	9782	18-Service only of (6) & service & cleaning of (2)	Paid by EFT # 34157	02/25/2020	02/25/2020	03/06/2020	03/06/2020	815.00
Account 53950 - Landfill			Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 3			\$857.54
60 - Monroe County Solid Waste Management District	2020-15	18-(2) bgs fertilizer, (6)qls gas/diesel mix.(28	Paid by Check # 71346	02/25/2020	02/25/2020	03/06/2020	03/06/2020	115.21
Program 189006 - Switchyard Property			Account 53950 - Landfill Totals		Invoice Transactions 1			\$115.21
Account 52210 - Institutional Supplies			Program 189000 - Operations Totals		Invoice Transactions 31			\$12,018.10
51857 - Flex-Pac, INC	1271177	18 SYP Institutional Supplies for Pavilion	Paid by Check # 71340	02/25/2020	02/25/2020	03/06/2020	03/06/2020	68.75
51857 - Flex-Pac, INC	1270955A	18 SYP Institutional Supplies for Pavilion	Paid by Check # 71340	02/25/2020	02/25/2020	03/06/2020	03/06/2020	124.37
51857 - Flex-Pac, INC	1270955	18 SYP Institutional Supplies for Pavilion	Paid by Check # 71340	02/25/2020	02/25/2020	03/06/2020	03/06/2020	601.82
5819 - Synchrony Bank	587944554374	18 SYP Elephant Snot Graffiti Remover	Paid by EFT # 34146	02/25/2020	02/25/2020	03/06/2020	03/06/2020	135.00
Account 52420 - Other Supplies			Account 52210 - Institutional Supplies Totals		Invoice Transactions 4			\$929.94
394 - Kleindorfer Hardware & Variety	679890	18-drill bits, tap cons, screws for shelving	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	5.81
394 - Kleindorfer Hardware & Variety	677002	drill bit, screws	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	8.59
394 - Kleindorfer Hardware & Variety	677229	18-pick stick, spray paint, sanding sponge, etc for 18 SYP Shelves, supports, bleach, spray bottle	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	37.93
53005 - Menards, INC	43783	18 SYP Office Placards for Hsluna and Crystal 5 tier wire shelving	Paid by Check # 71345	02/25/2020	02/25/2020	03/06/2020	03/06/2020	103.24
4394 - Richardson Enterprises of Bgtn, LLC (FastSions)	INV-9547		Paid by EFT # 34130	02/25/2020	02/25/2020	03/06/2020	03/06/2020	175.00
5819 - Synchrony Bank	855375693556		Paid by EFT # 34146	02/25/2020	02/25/2020	03/06/2020	03/06/2020	165.49
5819 - Synchrony Bank	849884899899	5 tier wire shelving	Paid by EFT # 34146	02/25/2020	02/25/2020	03/06/2020	03/06/2020	195.15
6586 - Wenger Corporation	779973	18 SYP Connectors for Riser Stage	Paid by EFT # 34168	02/25/2020	02/25/2020	03/06/2020	03/06/2020	36.00
Account 52420 - Other Supplies			Account 52420 - Other Supplies Totals		Invoice Transactions 8			\$727.21
Program 189500 - Landscaping			Program 189006 - Switchyard Property Totals		Invoice Transactions 12			\$1,657.15
Account 52210 - Institutional Supplies	INBLM217115	18-eyewash bottle	Paid by EFT # 34043	02/25/2020	02/25/2020	03/06/2020	03/06/2020	182.11
313 - Fastenal Company	IMBLM217115	18-eyewash bottles	Paid by EFT # 34043	02/25/2020	02/25/2020	03/06/2020	03/06/2020	182.11



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313 - Fastenal Company	INBLM216836	18-First aid supplies for all five areas of Ops	Paid by EFT # 34043	02/25/2020	02/25/2020	03/06/2020	03/06/2020	150.00
15449 - Rosen & Rosen Industries (R&R Industries)	575226	18-Safety Vests: Ops, Landscaping, Cemeteries	Paid by EFT # 34132	02/25/2020	02/25/2020	03/06/2020	03/06/2020	100.00
Account 52210 - Institutional Supplies Totals				Invoice Transactions 4				\$614.22
Account 52220 - Agricultural Supplies								
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	749	18-5 loads of mulch	Paid by EFT # 34066	02/25/2020	02/25/2020	03/06/2020	03/06/2020	1,500.00
Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1				\$1,500.00
Account 52410 - Books								
50796 - Margaret A Taylor (Book Corner)	2/12/2020	18- "Nature's Best Hope" native vs. invasive text	Paid by EFT # 34150	02/25/2020	02/25/2020	03/06/2020	03/06/2020	47.92
Account 52410 - Books Totals				Invoice Transactions 1				\$47.92
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	678690	18-utility pull	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	3.89
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$3.89
Account 53130 - Medical								
231 - Indiana University Health Bloomington, INC	00103674-00	18-Hearing tests, Hep B vaccines & DOT drug	Paid by EFT # 34071	02/25/2020	02/25/2020	03/06/2020	03/06/2020	121.00
Account 53130 - Medical Totals				Invoice Transactions 1				\$121.00
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	200807-003	18-Water Sewer Charges January	Paid by Check # 71315	02/24/2020	02/24/2020	02/24/2020	02/24/2020	94.78
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$94.78
Program 189500 - Landscaping Totals				Invoice Transactions 9				\$2,381.81
Program 189501 - Cemeteries								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM216836	18-First aid supplies for all five areas of Ops	Paid by EFT # 34043	02/25/2020	02/25/2020	03/06/2020	03/06/2020	209.72
15449 - Rosen & Rosen Industries (R&R Industries)	575226	18-Safety Vests: Ops, Landscaping, Cemeteries	Paid by EFT # 34132	02/25/2020	02/25/2020	03/06/2020	03/06/2020	100.00
Account 52210 - Institutional Supplies Totals				Invoice Transactions 2				\$309.72
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X021920 20	18-Wireless Invoice January/February	Paid by Check # 71328	02/25/2020	02/25/2020	03/06/2020	03/06/2020	13.45
Account 53210 - Telephone Totals				Invoice Transactions 1				\$13.45
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	101626ES	06-CityFacNaturalGasCommo	Paid by EFT # 34035	02/25/2020	02/25/2020	03/06/2020	03/06/2020	30.47
Account 53540 - Natural Gas Totals				Invoice Transactions 1				\$30.47
Program 189501 - Cemeteries Totals				Invoice Transactions 4				\$353.64
Program 189503 - Urban Forestry								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM216836	18-First aid supplies for all five areas of Ops	Paid by EFT # 34043	02/25/2020	02/25/2020	03/06/2020	03/06/2020	200.00
15449 - Rosen & Rosen Industries (R&R Industries)	575226	18-Safety Vests: Ops, Landscaping, Cemeteries	Paid by EFT # 34132	02/25/2020	02/25/2020	03/06/2020	03/06/2020	50.00
Account 52210 - Institutional Supplies Totals				Invoice Transactions 2				\$250.00
Account 52420 - Other Supplies								
13969 - AT&T Mobility II, LLC	9748920X021920 20	18-Wireless Invoice January/February	Paid by Check # 71328	02/25/2020	02/25/2020	03/06/2020	03/06/2020	97.49
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$97.49
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X021920 20	18-Wireless Invoice January/February	Paid by Check # 71328	02/25/2020	02/25/2020	03/06/2020	03/06/2020	124.95
Account 53210 - Telephone Totals				Invoice Transactions 1				\$124.95
Program 189503 - Urban Forestry Totals				Invoice Transactions 4				\$472.44
Department 18 - Parks & Recreation Totals				Invoice Transactions 97				\$31,753.09
Fund 200 - Parks and Recreation Gen (51301) Totals				Invoice Transactions 97				\$31,753.09
Fund 201 - Parks and Rec Non Reverting								
Account 10002.1 - Petty Cash / Cash Change								
205 - City Of Bloomington	20-18ASB/TLSP	18-Change Fund Adult Softball TLSP Concessions	Paid by Check # 71331	02/25/2020	02/25/2020	03/06/2020	03/06/2020	500.00
205 - City Of Bloomington	20-18GBH	18-Change fund 2020 Griffy Boathouse	Paid by Check # 71332	02/25/2020	02/25/2020	03/06/2020	03/06/2020	250.00
Account 10002.1 - Petty Cash / Cash Change Cash Change Totals				Invoice Transactions 2				\$750.00
Department 18 - Parks & Recreation								
Program 181000 - Administration								
Account 53230 - Travel								
1056 - Paula M McDevitt	021920	18-Travel Expense IPRA Conference Muncie, IN	Paid by EFT # 34101	02/25/2020	02/25/2020	03/06/2020	03/06/2020	92.00
Account 53230 - Travel Totals				Invoice Transactions 1				\$92.00
Program 181000 - Administration Totals				Invoice Transactions 1				\$92.00
Program 182501 - Frank Southern Center Concession								
Account 52330 - Street , Alley, and Sewer Material								
4610 - Hopscotch Coffee, LLC	3655	18 - FSC Coffee Beans	Paid by EFT # 34065	02/25/2020	02/25/2020	03/06/2020	03/06/2020	50.00
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 1				\$50.00
Program 182501 - Frank Southern Center Concession Totals				Invoice Transactions 1				\$50.00
Program 183500 - Golf Services								
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	SO807171.2	18 - Chemicals	Paid by EFT # 33979	02/25/2020	02/25/2020	03/06/2020	03/06/2020	126.60
4383 - Advanced Turf Solutions, INC	SO807171.3	18 - Chemicals	Paid by EFT # 33979	02/25/2020	02/25/2020	03/06/2020	03/06/2020	2,634.00
Account 52220 - Agricultural Supplies Totals				Invoice Transactions 2				\$2,760.60
Account 52420 - Other Supplies								
53005 - Menards, INC	43781	18-white slatwall, washers	Paid by Check # 71345	02/25/2020	02/25/2020	03/06/2020	03/06/2020	42.52



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53005 - Menards, INC	43265	18 - misc supplies for golf course	Paid by Check # 71345	02/25/2020	02/25/2020	03/06/2020	03/06/2020	125.67
Account 53990 - Other Services and Charges		Account 52420 - Other Supplies Totals		Invoice Transactions 2				\$168.19
6152 - K&S Rolloff, INC	46018	18- Cascades Golf Superintendent	Paid by EFT # 34080	02/25/2020	02/25/2020	03/06/2020	03/06/2020	2,217.24
		Account 53990 - Other Services and Charges Totals		Invoice Transactions 1				\$2,217.24
Program 183501 - Golf Course - Pro Shop		Program 183500 - Golf Services Totals		Invoice Transactions 5				\$5,146.03
Account 52330 - Street , Alley, and Sewer Material								
4072 - Acushnet Company	908652491	18 - Golf Clubs, balls, gloves, shoes, bags	Paid by Check # 71323	02/25/2020	02/25/2020	03/06/2020	03/06/2020	4,510.96
4072 - Acushnet Company	908678612	18 - Golf Clubs, balls, gloves, shoes, bags	Paid by Check # 71323	02/25/2020	02/25/2020	03/06/2020	03/06/2020	552.81
4072 - Acushnet Company	908679029	18 -Golf hats/visors	Paid by Check # 71323	02/25/2020	02/25/2020	03/06/2020	03/06/2020	152.60
		Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 3				\$5,216.37
Program 184500 - Youth Services -Juke Box		Program 183501 - Golf Course - Pro Shop Totals		Invoice Transactions 3				\$5,216.37
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	101626ES	06- CityFacNaturalGasCommo	Paid by EFT # 34035	02/25/2020	02/25/2020	03/06/2020	03/06/2020	204.07
		Account 53540 - Natural Gas Totals		Invoice Transactions 1				\$204.07
Program 184501 - Youth Services-Kid City Camps		Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 1				\$204.07
Account 52420 - Other Supplies								
4443 - The Sherwin Williams Company	4248-9	18-Paint for AJB activity rooms	Paid by EFT # 34156	02/25/2020	02/25/2020	03/06/2020	03/06/2020	197.51
		Account 52420 - Other Supplies Totals		Invoice Transactions 1				\$197.51
Account 53230 - Travel								
12906 - Amy Shrake	021820	18-Travel Expense American Camp Assoc.	Paid by EFT # 34137	02/25/2020	02/25/2020	03/06/2020	03/06/2020	406.25
		Account 53230 - Travel Totals		Invoice Transactions 1				\$406.25
Account 53310 - Printing								
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7788	18-Kid City camp fliers	Paid by EFT # 34027	02/25/2020	02/25/2020	03/06/2020	03/06/2020	2,234.18
		Account 53310 - Printing Totals		Invoice Transactions 1				\$2,234.18
Program 185000 - Twin Lakes Recreation Center		Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 3				\$2,837.94
Account 52210 - Institutional Supplies								
4140 - Interstate All Battery Center of Bloomington. INC	1903399	18 - TLRC AED Battery Purchase	Paid by EFT # 34072	02/25/2020	02/25/2020	03/06/2020	03/06/2020	119.80
		Account 52210 - Institutional Supplies Totals		Invoice Transactions 1				\$119.80
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	679269	18-toilet seals, flanges, pvc glue and primer	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	40.73
394 - Kleindorfer Hardware & Variety	648508	18-cabinet locks	Paid by EFT # 34088	02/25/2020	02/25/2020	03/06/2020	03/06/2020	4.99
		Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 2				\$45.72
Account 52420 - Other Supplies								
7115 - The Prophet Corporation (Gopher Sport)	9688414	18-Volleyball Pole Pads and Antennas	Paid by EFT # 34155	02/25/2020	02/25/2020	03/06/2020	03/06/2020	792.09
		Account 52420 - Other Supplies Totals		Invoice Transactions 1				\$792.09
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93284	18- TLRC Staff Hats	Paid by EFT # 34148	02/25/2020	02/25/2020	03/06/2020	03/06/2020	200.00
		Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1				\$200.00
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	101626ES	06- CityFacNaturalGasCommo	Paid by EFT # 34035	02/25/2020	02/25/2020	03/06/2020	03/06/2020	583.81
		Account 53540 - Natural Gas Totals		Invoice Transactions 1				\$583.81
Account 53610 - Building Repairs								
53657 - Plymate, INC	2905190	18 - TLRC Entry Mat Service	Paid by EFT # 34122	02/25/2020	02/25/2020	03/06/2020	03/06/2020	75.99
		Account 53610 - Building Repairs Totals		Invoice Transactions 1				\$75.99
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002486854	18-Landfill March Charges	Paid by EFT # 34129	02/25/2020	02/25/2020	03/06/2020	03/06/2020	225.00
		Account 53950 - Landfill Totals		Invoice Transactions 1				\$225.00
Program 185002 - TLRC-Health & Wellness		Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 8				\$2,042.41
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	021320	18-TLRC Fitness Specialist	Paid by EFT # 33989	02/25/2020	02/25/2020	03/06/2020	03/06/2020	25.00
7276 - Kaitlyn Clementi	022020	18-TLRC Fitness Specialist	Paid by EFT # 34019	02/25/2020	02/25/2020	03/06/2020	03/06/2020	400.00
13007 - Valeria A Decastro	021820	18-TLRC Fitness Specialist	Paid by EFT # 34032	02/25/2020	02/25/2020	03/06/2020	03/06/2020	62.50
7207 - Ayaa Elgoharry	021320	18-TLRC Fitness Specialist	Paid by EFT # 34036	02/25/2020	02/25/2020	03/06/2020	03/06/2020	62.50
5274 - Catherine T Gossett	022020	18-TLRC Fitness Specialist	Paid by EFT # 34052	02/25/2020	02/25/2020	03/06/2020	03/06/2020	362.50
7085 - Anna Khachatryan	021820	18-TLRC Fitness Specialist	Paid by EFT # 34084	02/25/2020	02/25/2020	03/06/2020	03/06/2020	150.00
1336 - Kristy L LeVert	022020	18-TLRC Fitness Specialist	Paid by EFT # 34095	02/25/2020	02/25/2020	03/06/2020	03/06/2020	93.25
7086 - Rivkah L Moore	021920	18-TLRC Fitness Specialist	Paid by EFT # 34107	02/25/2020	02/25/2020	03/06/2020	03/06/2020	187.50
5007 - Emeline P O'Connor	021820	18-TLRC Fitness Specialist	Paid by EFT # 34114	02/25/2020	02/25/2020	03/06/2020	03/06/2020	187.50
14093 - Ailana Radecki	021920	18-TLRC Fitness Specialist	Paid by EFT # 34123	02/25/2020	02/25/2020	03/06/2020	03/06/2020	375.00



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1973 - Megan M Stark	022120	18-TLRC Fitness Specialist	Paid by EFT # 34144	02/25/2020	02/25/2020	03/06/2020	03/06/2020	437.50
Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 11		\$2,343.25			
Program 185002 - TLRC-Health & Wellness Totals			Invoice Transactions 11		\$2,343.25			
Program 185003 - TLRC-Basketball								
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93322	18- TLRC BYB Season III Jerseys	Paid by EFT # 34148	02/25/2020	02/25/2020	03/06/2020	03/06/2020	2,450.00
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93323	18- TLRC BYB Season III Jerseys	Paid by EFT # 34148	02/25/2020	02/25/2020	03/06/2020	03/06/2020	2,492.00
Account 52430 - Uniforms and Tools Totals			Invoice Transactions 2		\$4,942.00			
Account 53940 - Temporary Contractual Employee								
5377 - James D Acton	021020	18-TLRC Basketball Official	Paid by EFT # 33978	02/25/2020	02/25/2020	03/06/2020	03/06/2020	80.00
7184 - Larry Branam	021220	18-TLRC Basketball Official	Paid by EFT # 34005	02/25/2020	02/25/2020	03/06/2020	03/06/2020	240.00
20105 - Brandon B Chambers	020420	18-TLRC Basketball Official	Paid by EFT # 34015	02/25/2020	02/25/2020	03/06/2020	03/06/2020	40.00
6806 - Joshua Clein	021220	18-TLRC Basketball Official	Paid by EFT # 34018	02/25/2020	02/25/2020	03/06/2020	03/06/2020	60.00
7147 - Keith E Crittenden	021320	18-TLRC Basketball Official	Paid by EFT # 34028	02/25/2020	02/25/2020	03/06/2020	03/06/2020	140.00
6751 - Max Gorenstein	020620	18-TLRC Basketball Official	Paid by EFT # 34051	02/25/2020	02/25/2020	03/06/2020	03/06/2020	80.00
7265 - Mason Grout	021920	18-TLRC Fitness Specialist	Paid by EFT # 34053	02/25/2020	02/25/2020	03/06/2020	03/06/2020	36.00
7271 - Floyd L Hawkins	021320	18-TLRC Basketball Official	Paid by EFT # 34058	02/25/2020	02/25/2020	03/06/2020	03/06/2020	40.00
5005 - Jon Mitchel Hillenburg	020620	18-TLRC Basketball Official	Paid by EFT # 34061	02/25/2020	02/25/2020	03/06/2020	03/06/2020	140.00
5736 - John Justis	021120	18-TLRC Basketball Official	Paid by EFT # 34079	02/25/2020	02/25/2020	03/06/2020	03/06/2020	140.00
6285 - Peter LaMagna	021320	18-TLRC Basketball Official	Paid by EFT # 34092	02/25/2020	02/25/2020	03/06/2020	03/06/2020	220.00
6240 - Timothy A Lemper	021220	18-TLRC Basketball Official	Paid by EFT # 34094	02/25/2020	02/25/2020	03/06/2020	03/06/2020	100.00
6741 - William Pahl	021120	18-TLRC Basketball Official	Paid by EFT # 34119	02/25/2020	02/25/2020	03/06/2020	03/06/2020	40.00
7156 - Anthony Sipes	021020	18-TLRC Basketball Official	Paid by EFT # 34139	02/25/2020	02/25/2020	03/06/2020	03/06/2020	60.00
7155 - Michael Scott Thompson	021120	18-TLRC Basketball Official	Paid by EFT # 34158	02/25/2020	02/25/2020	03/06/2020	03/06/2020	40.00
7126 - Mickayla Wenzel	021320	18-TLRC Basketball Official	Paid by EFT # 34169	02/25/2020	02/25/2020	03/06/2020	03/06/2020	180.00
7154 - Jeffrey Kyle Yoder	021020	18-TLRC Basketball Official	Paid by EFT # 34174	02/25/2020	02/25/2020	03/06/2020	03/06/2020	60.00
Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 17		\$1,696.00			
Program 185003 - TLRC-Basketball Totals			Invoice Transactions 19		\$6,638.00			
Program 185006 - TLRC-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	6801209812	18 - TLRC Concessions Beverage Purchase	Paid by EFT # 34020	02/25/2020	02/25/2020	03/06/2020	03/06/2020	685.66
4099 - Gold Medal Products CO.	156735	18 - TLRC Concession Item Purchase	Paid by EFT # 34049	02/25/2020	02/25/2020	03/06/2020	03/06/2020	165.85
5819 - Synchrony Bank	3884	18 - TLRC Concession Item Purchase	Paid by Check # 71351	02/25/2020	02/25/2020	03/06/2020	03/06/2020	72.54
21145 - Sysco USA III, LLC	238195262	18 - TLRC Concession Item Purchase	Paid by EFT # 34147	02/25/2020	02/25/2020	03/06/2020	03/06/2020	510.25
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 4		\$1,434.30			
Program 185006 - TLRC-Concessions Totals			Invoice Transactions 4		\$1,434.30			
Program 186500 - Community Events								
Account 43270 - Registration Fees								
Teresa Birtles	2020-00000231	18-Refunds	Paid by Check # 71356	02/25/2020	02/25/2020	03/06/2020	03/06/2020	390.00
Account 43270 - Registration Fees Totals			Invoice Transactions 1		\$390.00			
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X021920 20	18-Wireless Invoice January/February	Paid by Check # 71328	02/25/2020	02/25/2020	03/06/2020	03/06/2020	13.45
Account 53210 - Telephone Totals			Invoice Transactions 1		\$13.45			
Account 53230 - Travel								
2019 - Leslie Brinson	021420	18-Travel Expense IPRA Conference Muncie, IN	Paid by EFT # 34006	02/25/2020	02/25/2020	03/06/2020	03/06/2020	92.00
720 - Rebecca R Higgins	021920	18-Travel Expense IPRA Conference Muncie, IN	Paid by Check # 71342	02/25/2020	02/25/2020	03/06/2020	03/06/2020	92.00
6632 - Jessica Klein	021720	18-Travel Expense IPRA Conference Muncie, IN	Paid by EFT # 34087	02/25/2020	02/25/2020	03/06/2020	03/06/2020	92.00
19638 - William J Ream	021720	18-Travel Expense IPRA Conference Muncie, IN	Paid by EFT # 34126	02/25/2020	02/25/2020	03/06/2020	03/06/2020	92.00
7282 - Ashley Rene Spurgeon	021720	18-Travel Expense IPRA Conference Muncie, IN	Paid by EFT # 34142	02/25/2020	02/25/2020	03/06/2020	03/06/2020	92.00
Account 53230 - Travel Totals			Invoice Transactions 5		\$460.00			
Program 186500 - Community Events Totals			Invoice Transactions 7		\$863.45			
Program 186503 - Community Events-Farmers' Market								
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (Bloominfoods)	592122	18 - Market - misc supplies	Paid by EFT # 33998	02/25/2020	02/25/2020	03/06/2020	03/06/2020	26.50
Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$26.50			
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X021920 20	18-Wireless Invoice January/February	Paid by Check # 71328	02/25/2020	02/25/2020	03/06/2020	03/06/2020	41.64
Account 53210 - Telephone Totals			Invoice Transactions 1		\$41.64			
Account 53310 - Printing								
3892 - Midwest Color Printing, INC	INV-12680	18-Farmers Market Handbooks	Paid by EFT # 34103	02/25/2020	02/25/2020	03/06/2020	03/06/2020	320.11
Account 53310 - Printing Totals			Invoice Transactions 1		\$320.11			



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Program 186503 - Community Events-Farmers' Market Totals				Invoice Transactions 3		\$388.25
Program 187001 - Adult Sports-Softball						
Account 52420 - Other Supplies						
822 - Indiana Amateur Softball Association, INC 85763261	18- TLSP Softball Prize Bats	Paid by EFT # 34068	02/25/2020	02/25/2020	03/06/2020	258.06
822 - Indiana Amateur Softball Association, INC 85763262	18- TLSP 2020 Softball Order	Paid by EFT # 34068	02/25/2020	02/25/2020	03/06/2020	12,915.00
Account 52420 - Other Supplies Totals				Invoice Transactions 2		\$13,173.06
Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 2		\$13,173.06
Program 189006 - Switchyard Property						
Account 52420 - Other Supplies						
53005 - Menards, INC 44129	18 SYP 3 Hand Trucks for Chair Dollys and misc	Paid by Check # 71345	02/25/2020	02/25/2020	03/06/2020	247.92
5819 - Synchrony Bank 5066	18 SYP small fridge, microwave, and bar	Paid by Check # 71351	02/25/2020	02/25/2020	03/06/2020	212.84
Account 52420 - Other Supplies Totals				Invoice Transactions 2		\$460.76
Program 189006 - Switchyard Property Totals				Invoice Transactions 2		\$460.76
Department 18 - Parks & Recreation Totals				Invoice Transactions 70		\$40,889.89
Fund 201 - Parks and Rec Non Reverting Totals				Invoice Transactions 72		\$41,639.89
Fund 977 - Parks 2016 GO Bond Proceeds						
Department 18 - Parks & Recreation						
Program 18016A - 2016 A FSC BBC Golf Rose Goat						
Account 54510 - Other Capital Outlays						
6937 - The Barr Display Company, LLC INV508268	18-Retail inventory racks and displays	Paid by EFT # 34153	02/25/2020	02/25/2020	03/06/2020	2,796.37
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 1		\$2,796.37
Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals				Invoice Transactions 1		\$2,796.37
Program 18016D - 2016 D Lower Cascades						
Account 54510 - Other Capital Outlays						
7059 - Eagle Ridge Civil Engineering Services, LLC 204-02	18- Cascades creek repair and trail to waterfall	Paid by EFT # 34033	02/25/2020	02/25/2020	03/06/2020	9,529.00
7059 - Eagle Ridge Civil Engineering Services, LLC 204-03	18- Cascades creek repair and trail to waterfall	Paid by EFT # 34033	02/25/2020	02/25/2020	03/06/2020	15,898.66
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 2		\$25,427.66
Program 18016D - 2016 D Lower Cascades Totals				Invoice Transactions 2		\$25,427.66
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA						
Account 54510 - Other Capital Outlays						
18844 - First Financial Bank, N.A. HFI, TLRC App 5	18-Escrow for Bond project HVAC at Twin	Paid by Check # 71338	02/25/2020	02/25/2020	03/06/2020	2,855.47
321 - Harrell Fish, INC (HFI) HFI, TLRC App 5	18-GOB Project HVAC replacement at TLRC	Paid by EFT # 34057	02/25/2020	02/25/2020	03/06/2020	54,253.79
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 2		\$57,109.26
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals				Invoice Transactions 2		\$57,109.26
Department 18 - Parks & Recreation Totals				Invoice Transactions 5		\$85,333.29
Fund 977 - Parks 2016 GO Bond Proceeds Totals				Invoice Transactions 5		\$85,333.29
Grand Totals				Invoice Transactions 174		\$158,726.27



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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 181000 - Administration										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	449493264001	18- Paper for main office	Paid by EFT # 34359		03/10/2020	03/10/2020	03/20/2020		03/20/2020	124.54
Account 52110 - Office Supplies Totals									Invoice Transactions 1	\$124.54
Account 53410 - Liability / Casualty Premiums										
1847 - Hylant of Indianapolis, LLC	243244	10-Worker Comp Excess Buffer 1/1/19 - 2/20/20	Paid by EFT # 34305		03/10/2020	03/10/2020	03/20/2020		03/20/2020	352.97
Account 53410 - Liability / Casualty Premiums Totals									Invoice Transactions 1	\$352.97
Program 181000 - Administration Totals									Invoice Transactions 2	\$477.51
Program 181100 - Marketing										
Account 53910 - Dues and Subscriptions										
2895 - Rapid Reproductions, INC	100161a	18-March 2020 - March 2021 Plan Room Subscription	Paid by EFT # 34369		03/10/2020	03/10/2020	03/20/2020		03/20/2020	840.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$840.00
Account 53990 - Other Services and Charges										
6830 - Andrew Lambert (Lambert Consulting)	1567	18-February social media management Cascades Golf Course	Paid by EFT # 34331		03/10/2020	03/10/2020	03/20/2020		03/20/2020	300.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$300.00
Program 181100 - Marketing Totals									Invoice Transactions 2	\$1,140.00
Program 182001 - Aquatics - Bryan Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	166.82
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$166.82
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	249.46
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$249.46
Account 53990 - Other Services and Charges										
199 - Monroe County Government	2020 Bryan Conc	18 - Bryan Pool food permit	Paid by Check # 71394		03/10/2020	03/10/2020	03/20/2020		03/20/2020	100.00
5185 - WhenToWork, INC	8719748810012-20	18-Pool Employee Scheduling System	Paid by Check # 71410		03/10/2020	03/10/2020	03/20/2020		03/20/2020	120.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$220.00
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 4	\$636.28



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	(247.64)
Account 53510 - Electrical Services Totals									Invoice Transactions 1	(247.64)
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	94.25
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$94.25
Account 53990 - Other Services and Charges										
5185 - WhenToWork, INC	8719748810012-20	18-Pool Employee Scheduling System	Paid by Check # 71410		03/10/2020	03/10/2020	03/20/2020		03/20/2020	120.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$120.00
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 3	(\$33.39)
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3103135930	18 FSC Propane for Zamboni	Paid by EFT # 34209		03/10/2020	03/10/2020	03/20/2020		03/20/2020	141.95
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$141.95
Account 52340 - Other Repairs and Maintenance										
53005 - Menards, INC	44617	18 - FSC Gloves, Door handle for lobby	Paid by Check # 71391		03/10/2020	03/10/2020	03/20/2020		03/20/2020	23.98
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$23.98
Account 52420 - Other Supplies										
53038 - Mid America Sales Associates	414932-00	18-Heavy Duty Drag	Paid by EFT # 34345		03/10/2020	03/10/2020	03/20/2020		03/20/2020	413.50
337 - Stansifer Radio Co, INC	34861	18 - FSC iphone lightning connector for arena sound	Paid by EFT # 34394		03/10/2020	03/10/2020	03/20/2020		03/20/2020	37.90
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$451.40
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	7,029.40
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$7,029.40
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	1,796.77
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$1,796.77
Account 53650 - Other Repairs										
4283 - Accurate Cutting Technologies, INC	54374	18 FSC Sharpen Blades for Zamboni	Paid by EFT # 34205		03/10/2020	03/10/2020	03/20/2020		03/20/2020	65.40
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$65.40



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	2020 FSC	18 - FSC food permit	Paid by Check # 71395		03/10/2020	03/10/2020	03/20/2020		03/20/2020	100.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$100.00
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	4347	18 - FSC Lobby Bathroom Cleaning Service	Paid by EFT # 34264		03/10/2020	03/10/2020	03/20/2020		03/20/2020	90.00
53657 - Plymate, INC	2905194	18 - FSC Mat Cleaning	Paid by EFT # 34365		03/10/2020	03/10/2020	03/20/2020		03/20/2020	72.41
53657 - Plymate, INC	2908640	18 - FSC Mat Cleaning	Paid by EFT # 34365		03/10/2020	03/10/2020	03/20/2020		03/20/2020	72.41
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 3	\$234.82
Program 182500 - Frank Southern Center Totals									Invoice Transactions 11	\$9,843.72
Program 183500 - Golf Services										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	925.79
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$925.79
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	1,912.45
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	2,120.17
4175 - The Stables Events, LLC (Izzy's Rentals)	9811	18 - Cascades Port a let rental	Paid by EFT # 34403		03/10/2020	03/10/2020	03/20/2020		03/20/2020	85.00
Account 53530 - Water and Sewer Totals									Invoice Transactions 3	\$4,117.62
Account 53540 - Natural Gas										
222 - Vectren	1154625513030620	18-Natural Gas	Paid by Check # 71445		03/09/2020	03/09/2020	03/09/2020		03/13/2020	59.97
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$59.97
Account 53840 - Lease Payments										
4232 - First Financial Equipment Finance, LLC	5945	18-Entire year amount of quarterly payments-golf carts	Paid by EFT # 34280		03/10/2020	03/10/2020	03/20/2020		03/20/2020	14,993.94
Account 53840 - Lease Payments Totals									Invoice Transactions 1	\$14,993.94



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53910 - Dues and Subscriptions										
4667 - IGA-PGA, INC (Indiana Golf)	2020	18 - Cascades Association Fee	Paid by Check # 71383		03/10/2020	03/10/2020	03/20/2020		03/20/2020	84.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$84.00
Program 183500 - Golf Services Totals									Invoice Transactions 7	\$20,181.32
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial (Rural King)	I13775	18-Replacment gate for front pkg area @ LSNP	Paid by Check # 71390		03/10/2020	03/10/2020	03/20/2020		03/20/2020	174.99
53005 - Menards, INC	44669	18-Lumber/hardware to construct (2) benches & step	Paid by Check # 71391		03/10/2020	03/10/2020	03/20/2020		03/20/2020	204.20
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	\$379.19
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	646040	18-self tapping screws	Paid by EFT # 34326		03/10/2020	03/10/2020	03/20/2020		03/20/2020	3.00
394 - Kleindorfer Hardware & Variety	677039	18-screws	Paid by EFT # 34326		03/10/2020	03/10/2020	03/20/2020		03/20/2020	16.00
394 - Kleindorfer Hardware & Variety	648619	18-ziploc bags, galv screws	Paid by EFT # 34326		03/10/2020	03/10/2020	03/20/2020		03/20/2020	19.99
394 - Kleindorfer Hardware & Variety	678409	18-phillips screwdriver	Paid by EFT # 34326		03/10/2020	03/10/2020	03/20/2020		03/20/2020	13.23
394 - Kleindorfer Hardware & Variety	648814	18-Blue Grass Seed, straw	Paid by EFT # 34326		03/10/2020	03/10/2020	03/20/2020		03/20/2020	28.95
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 5	\$81.17
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	56120	18-Griffy Lake 2020 Annual Boat Launch Permits (#1-140)	Paid by EFT # 34274		03/10/2020	03/10/2020	03/20/2020		03/20/2020	200.00
818 - Everywhere Signs, LLC	56114	18-GLND Program Signs	Paid by EFT # 34274		03/10/2020	03/10/2020	03/20/2020		03/20/2020	85.00
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$285.00
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	31.34
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$31.34
Program 184000 - Natural Resources Totals									Invoice Transactions 10	\$776.70



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184501 - Youth Services-Kid City Camps										
Account 53910 - Dues and Subscriptions										
4486 - American Camping Association, INC	2020	18-2020 Kid City Accreditation Fees	Paid by Check # 71370		03/10/2020	03/10/2020	03/20/2020		03/20/2020	1,150.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		\$1,150.00
Program 184501 - Youth Services-Kid City Camps Totals								Invoice Transactions 1		\$1,150.00
Program 186500 - Community Events										
Account 52420 - Other Supplies										
4647 - S&S Worldwide, INC	IN100404877	18 - Face paint for Seussipicious	Paid by EFT # 34380		03/10/2020	03/10/2020	03/20/2020		03/20/2020	26.34
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$26.34
Program 186500 - Community Events Totals								Invoice Transactions 1		\$26.34
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
2689 - Greendell Landscape Solutions, INC	0203677-IN	18-Topsoil Plus and delivery	Paid by EFT # 34288		03/10/2020	03/10/2020	03/20/2020		03/20/2020	402.75
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$402.75
Program 186502 - Community Events-Gardens Totals								Invoice Transactions 1		\$402.75
Program 187001 - Adult Sports-Softball										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I273242	18 TLSP Institutional Supplies	Paid by Check # 71382		03/10/2020	03/10/2020	03/20/2020		03/20/2020	545.16
Account 52210 - Institutional Supplies Totals								Invoice Transactions 1		\$545.16
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	1,494.61
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$1,494.61
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	24.93
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	895.49
Account 53530 - Water and Sewer Totals								Invoice Transactions 2		\$920.42
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions 4		\$2,960.19
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	296.75
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$296.75



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	1,289.36
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										\$1,289.36
Account 53630 - Machinery and Equipment Repairs										
6262 - Koenig Equipment, INC	P13908	18 - Winslow JD mower part	Paid by EFT # 34327		03/10/2020	03/10/2020	03/20/2020		03/20/2020	17.74
Account 53630 - Machinery and Equipment Repairs Totals										Invoice Transactions 1
										\$17.74
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	2020 Winslow Per	18 - Winslow Food permit	Paid by Check # 71398		03/10/2020	03/10/2020	03/20/2020		03/20/2020	50.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$50.00
Program 187202 - Youth Sports-Winslow Totals										Invoice Transactions 4
										\$1,653.85
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	158.77
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$158.77
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	501.40
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										\$501.40
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	2020 Olcott Park	18 - Olcott Food Permit	Paid by Check # 71397		03/10/2020	03/10/2020	03/20/2020		03/20/2020	50.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$50.00
Program 187208 - Youth Sports-Olcott Totals										Invoice Transactions 3
										\$710.17
Program 187500 - Banneker										
Account 52420 - Other Supplies										
1029 - Cintas First Aid & Safety #2	5016099583	18-BBCC-First Aid	Paid by EFT # 34248		03/10/2020	03/10/2020	03/20/2020		03/20/2020	107.71
5819 - Synchrony Bank	7484	18-BBCC-Teen Program Supplies	Paid by Check # 71405		03/10/2020	03/10/2020	03/20/2020		03/20/2020	68.74
5819 - Synchrony Bank	5469	18-BBCC-Teen Program Supplies	Paid by Check # 71405		03/10/2020	03/10/2020	03/20/2020		03/20/2020	119.38
Account 52420 - Other Supplies Totals										Invoice Transactions 3
										\$295.83
Account 53140 - Exterminator Services										
4073 - Terminix International	393882646	18-BBCC-Feb IPM	Paid by Check # 71407		03/10/2020	03/10/2020	03/20/2020		03/20/2020	45.00
Account 53140 - Exterminator Services Totals										Invoice Transactions 1
										\$45.00



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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 187500 - Banneker										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	413.59
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$413.59
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	113.00
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										\$113.00
Account 53540 - Natural Gas										
222 - Vectren	0350745006030620	18-Natural Gas	Paid by Check # 71445		03/09/2020	03/09/2020	03/09/2020		03/13/2020	246.09
Account 53540 - Natural Gas Totals										Invoice Transactions 1
										\$246.09
Account 53990 - Other Services and Charges										
7257 - Scenario Learning, LLC (Vector Solutions)	INV0000011656	18-BBCC-SafeSchools Subscription	Paid by EFT # 34382		03/10/2020	03/10/2020	03/20/2020		03/20/2020	805.00
204 - State Of Indiana	61959	18-Background Checks Seasonal Staffing Banneker	Paid by Check # 71403		03/10/2020	03/10/2020	03/20/2020		03/20/2020	14.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 2
Program 187500 - Banneker Totals										Invoice Transactions 9
										\$819.00
										\$1,932.51
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0064962-1	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 34277		03/10/2020	03/10/2020	03/20/2020		03/20/2020	855.56
Account 52210 - Institutional Supplies Totals										Invoice Transactions 1
										\$855.56
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	646031	18-tape measure, diagonal cutters	Paid by EFT # 34326		03/10/2020	03/10/2020	03/20/2020		03/20/2020	20.47
53005 - Menards, INC	44802	18-supplies for 3rd street irrigation	Paid by Check # 71391		03/10/2020	03/10/2020	03/20/2020		03/20/2020	196.88
53005 - Menards, INC	44728	18-trim for Ops and Rosehill	Paid by Check # 71391		03/10/2020	03/10/2020	03/20/2020		03/20/2020	51.93
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 3
										\$269.28
Account 52340 - Other Repairs and Maintenance										
394 - Kleindorfer Hardware & Variety	648650	18-spray	Paid by EFT # 34326		03/10/2020	03/10/2020	03/20/2020		03/20/2020	3.99
394 - Kleindorfer Hardware & Variety	646399	18-spray paint to cover graffiti	Paid by EFT # 34326		03/10/2020	03/10/2020	03/20/2020		03/20/2020	35.92
6262 - Koenig Equipment, INC	P13371	18-connector, socket contact	Paid by EFT # 34327		03/10/2020	03/10/2020	03/20/2020		03/20/2020	4.14



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
53005 - Menards, INC	44331	18-2 screwdrivers	Paid by Check # 71391		03/10/2020	03/10/2020	03/20/2020		03/20/2020	13.87
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 4										<u>\$57.92</u>
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	678128	18-cable for locking old stone mill	Paid by EFT # 34326		03/10/2020	03/10/2020	03/20/2020		03/20/2020	45.40
53005 - Menards, INC	44830	18 - TLRC Concessions Beverage Purchase	Paid by Check # 71391		03/10/2020	03/10/2020	03/20/2020		03/20/2020	313.93
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>\$359.33</u>
Account 53130 - Medical										
231 - Indiana University Health Bloomington, INC	00104125-00	18-Hep B vaccine	Paid by EFT # 34313		03/10/2020	03/10/2020	03/20/2020		03/20/2020	121.00
231 - Indiana University Health Bloomington, INC	00104126-00	18-Hep B vaccine	Paid by EFT # 34313		03/10/2020	03/10/2020	03/20/2020		03/20/2020	121.00
Account 53130 - Medical Totals Invoice Transactions 2										<u>\$242.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032 020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	2,796.67
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$2,796.67</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	45122-001 032620	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	77.01
208 - City Of Bloomington Utilities	39530-002 032620	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	59.66
208 - City Of Bloomington Utilities	41294-001 032620	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	53.64
208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	1,240.47
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	1,706.96
Account 53530 - Water and Sewer Totals Invoice Transactions 5										<u>\$3,137.74</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	5930489	18-Uniform & mat cleaning services for the year	Paid by EFT # 34213		03/10/2020	03/10/2020	03/20/2020		03/20/2020	21.27
19171 - Aramark Uniform & Career Apparel Group, INC	18242632222	18-Uniform & mat cleaning services for the year	Paid by EFT # 34213		03/10/2020	03/10/2020	03/20/2020		03/20/2020	34.77
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 2										<u>\$56.04</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002491714	18-Landfill February Charges	Paid by EFT # 34373		03/10/2020	03/10/2020	03/20/2020		03/20/2020	49.50
Account 53950 - Landfill Totals										Invoice Transactions 1
										\$49.50
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	5061	18- 2019 Winter Tree Removals	Paid by EFT # 34227		03/10/2020	03/10/2020	03/20/2020		03/20/2020	213.51
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$213.51
Account 54310 - Improvements Other Than Building										
19741 - Mader Design, LLC	1106	18-Griffy fishing pier development and design consulting	Paid by EFT # 34338		03/10/2020	03/10/2020	03/20/2020		03/20/2020	1,000.00
Account 54310 - Improvements Other Than Building Totals										Invoice Transactions 1
										\$1,000.00
Account 54420 - Purchase of Equipment										
786 - Richard's Small Engine, INC	371840	18-Stand-behind Scag 37Hp Windstorm blower	Paid by EFT # 34374		03/10/2020	03/10/2020	03/20/2020		03/20/2020	8,767.00
Account 54420 - Purchase of Equipment Totals										Invoice Transactions 1
										\$8,767.00
Program 189000 - Operations Totals										Invoice Transactions 24
										\$17,804.55
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
6530 - Office Depot, INC	448970751001	18-Expo Markers	Paid by EFT # 34359		03/10/2020	03/10/2020	03/20/2020		03/20/2020	3.62
6530 - Office Depot, INC	448970752001	18-letter pouch, binders,pens, scissors, markers, highlighter, s	Paid by EFT # 34359		03/10/2020	03/10/2020	03/20/2020		03/20/2020	67.23
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$70.85
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	2,029.74
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$2,029.74
Account 53990 - Other Services and Charges										
53657 - Plymate, INC	2906901	18 SYP Vestibule Rug Service	Paid by EFT # 34365		03/10/2020	03/10/2020	03/20/2020		03/20/2020	111.33
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$111.33
Program 189006 - Switchyard Property Totals										Invoice Transactions 4
										\$2,211.92
Program 189500 - Landscaping										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	45122-001032620	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	15.48



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002	18-Water Sewer	Paid by Check		03/10/2020	03/10/2020	03/20/2020		03/20/2020	16.74
	032620	Charges Jan/Feb	# 71376							
208 - City Of Bloomington Utilities	4159-001	18-Water Sewer	Paid by Check		03/10/2020	03/10/2020	03/20/2020		03/20/2020	151.64
		Charges Jan/Feb	# 71376							
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer	Paid by Check		03/10/2020	03/10/2020	03/20/2020		03/20/2020	191.48
		Charges Jan/Feb	# 71376							
Account 53530 - Water and Sewer Totals									Invoice Transactions 4	\$375.34
Account 53950 - Landfill										
908 - JB Salvage (Westside Auto Parts)	7572	18- yard waste	Paid by EFT #		03/10/2020	03/10/2020	03/20/2020		03/20/2020	225.00
		dumpster at 545 South	34320							
		Adams Street								
Account 53950 - Landfill Totals									Invoice Transactions 1	\$225.00
Program 189500 - Landscaping Totals									Invoice Transactions 5	\$600.34
Program 189501 - Cemeteries										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032	18-Landfill February	Paid by Check		03/09/2020	03/09/2020	03/09/2020		03/13/2020	396.72
	020	Charges	# 71422							
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$396.72
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001	18-Water Sewer	Paid by Check		03/10/2020	03/10/2020	03/20/2020		03/20/2020	462.65
	032620	Charges Jan/Feb	# 71376							
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$462.65
Account 53540 - Natural Gas										
222 - Vectren	2154628249030	18-Natural Gas	Paid by Check		03/09/2020	03/09/2020	03/09/2020		03/13/2020	32.67
	620		# 71445							
222 - Vectren	2150190557030	18-Natural Gas	Paid by Check		03/09/2020	03/09/2020	03/09/2020		03/13/2020	37.30
	620		# 71445							
Account 53540 - Natural Gas Totals									Invoice Transactions 2	\$69.97
Program 189501 - Cemeteries Totals									Invoice Transactions 4	\$929.34
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	676010	18-Power Lock	Paid by EFT #		03/10/2020	03/10/2020	03/20/2020		03/20/2020	9.98
			34326							
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$9.98
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001	18-Water Sewer	Paid by Check		03/10/2020	03/10/2020	03/20/2020		03/20/2020	12.79
	032620	Charges Jan/Feb	# 71376							
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$12.79



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53990 - Other Services and Charges										
3735 - Bluestone, LLC	5061	18- 2019 Winter Tree Removals	Paid by EFT # 34227		03/10/2020	03/10/2020	03/20/2020		03/20/2020	19,786.49
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$19,786.49
Program 189503 - Urban Forestry Totals							Invoice Transactions 3			\$19,809.26
Department 18 - Parks & Recreation Totals							Invoice Transactions 102			\$83,213.36
Fund 200 - Parks and Recreation Gen (\$1301) Totals							Invoice Transactions 102			\$83,213.36
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53990 - Other Services and Charges										
5185 - WhenToWork, INC	8719748810012-20	18-Pool Employee Scheduling System	Paid by Check # 71410		03/10/2020	03/10/2020	03/20/2020		03/20/2020	120.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$120.00
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 1			\$120.00
Program 182002 - Aquatics - Mills Pool										
Account 53990 - Other Services and Charges										
5185 - WhenToWork, INC	8719748810012-20	18-Pool Employee Scheduling System	Paid by Check # 71410		03/10/2020	03/10/2020	03/20/2020		03/20/2020	120.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$120.00
Program 182002 - Aquatics - Mills Pool Totals							Invoice Transactions 1			\$120.00
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	439937769853	18 FSC LED Baloon Prop for Spring Ice Show	Paid by EFT # 34399		03/10/2020	03/10/2020	03/20/2020		03/20/2020	11.99
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$11.99
Program 182500 - Frank Southern Center Totals							Invoice Transactions 1			\$11.99
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
9269 - Ferguson Facilities Supply, HP Products #3400	0068149	18 - FSC Coffee Cup Lids	Paid by EFT # 34277		03/10/2020	03/10/2020	03/20/2020		03/20/2020	66.36
4099 - Gold Medal Products CO.	156974	18 - FSC Popcorn Oil	Paid by EFT # 34284		03/10/2020	03/10/2020	03/20/2020		03/20/2020	63.75
5819 - Synchrony Bank	945973838956	18 - FSC Coffee Filters	Paid by EFT # 34399		03/10/2020	03/10/2020	03/20/2020		03/20/2020	14.00
5819 - Synchrony Bank	4817	18 - FSC Concession/Cleaning Supplies	Paid by Check # 71405		03/10/2020	03/10/2020	03/20/2020		03/20/2020	108.82



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street, Alley, and Sewer Material										
5819 - Synchrony Bank	7108	18 - FSC Concession/Cleaning Supplies	Paid by Check # 71405		03/10/2020	03/10/2020	03/20/2020		03/20/2020	44.80
Account 52330 - Street, Alley, and Sewer Material Totals								Invoice Transactions 5		\$297.73
Program 182501 - Frank Southern Center Concession Totals								Invoice Transactions 5		\$297.73
Program 183500 - Golf Services										
Account 52330 - Street, Alley, and Sewer Material										
205 - City Of Bloomington	5822930	18 - Monarch Beer	Paid by Check # 71375		03/10/2020	03/10/2020	03/20/2020		03/20/2020	1,039.50
205 - City Of Bloomington	301704	18 - Best Beers	Paid by Check # 71373		03/10/2020	03/10/2020	03/20/2020		03/20/2020	860.00
5969 - Coca Cola Bottling CO. Consolidated	2054203923	18 - Cascades Bottled Drinks	Paid by EFT # 34253		03/10/2020	03/10/2020	03/20/2020		03/20/2020	312.50
199 - Monroe County Government	021320 Golf	18 - Cascades Golf Seasonal Food Permit	Paid by Check # 71396		03/10/2020	03/10/2020	03/20/2020		03/20/2020	100.00
5819 - Synchrony Bank	0608	18 - Cascades Snacks	Paid by Check # 71405		03/10/2020	03/10/2020	03/20/2020		03/20/2020	97.07
Account 52330 - Street, Alley, and Sewer Material Totals								Invoice Transactions 5		\$2,409.07
Account 52420 - Other Supplies										
53005 - Menards, INC	44814	18-wire stripper, iron hold max, 100ct Nitrile, Venom Nitrile,	Paid by Check # 71391		03/10/2020	03/10/2020	03/20/2020		03/20/2020	72.89
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$72.89
Program 183500 - Golf Services Totals								Invoice Transactions 6		\$2,481.96
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street, Alley, and Sewer Material										
4465 - Mike Allen (Tour Guide Golf)	208002	18 - Sunglasses & Drizzlestiks	Paid by Check # 71369		03/10/2020	03/10/2020	03/20/2020		03/20/2020	472.51
5590 - Zero Friction, LLC	134193	18 - Gloves	Paid by EFT # 34422		03/10/2020	03/10/2020	03/20/2020		03/20/2020	406.76
Account 52330 - Street, Alley, and Sewer Material Totals								Invoice Transactions 2		\$879.27
Program 183501 - Golf Course - Pro Shop Totals								Invoice Transactions 2		\$879.27
Program 184000 - Natural Resources										
Account 43270 - Registration Fees										
Jessica Davis	2020-00000336	18-Refunds	Paid by Check # 71412		03/10/2020	03/10/2020	03/20/2020		03/20/2020	14.00
Account 43270 - Registration Fees Totals								Invoice Transactions 1		\$14.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
203 - INDIANA UNIVERSITY	02262020	18-(2) Standup Paddle Boards	Paid by Check # 71386		03/10/2020	03/10/2020	03/20/2020		03/20/2020	500.00
Account 52420 - Other Supplies Totals										\$500.00
Program 184000 - Natural Resources Totals										\$514.00
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	191.41
Account 53510 - Electrical Services Totals										\$191.41
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	99.04
Account 53530 - Water and Sewer Totals										\$99.04
Program 184500 - Youth Services -Juke Box Totals										\$290.45
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
4647 - S&S Worldwide, INC	IN-100422670	18-Kid City Compostable Seed Pots	Paid by EFT # 34380		03/10/2020	03/10/2020	03/20/2020		03/20/2020	21.87
4647 - S&S Worldwide, INC	IN100421786	18-Kid City Spring Break Days Arts and Game Supplies	Paid by EFT # 34380		03/10/2020	03/10/2020	03/20/2020		03/20/2020	211.13
5819 - Synchrony Bank	000000 GQKXFP	18-Kid City Spring Break Activity Supplies (Sam's)	Paid by Check # 71405		03/10/2020	03/10/2020	03/20/2020		03/20/2020	155.58
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93398	18-Kid City Camper Water Bottles shipping	Paid by EFT # 34400		03/10/2020	03/10/2020	03/20/2020		03/20/2020	174.15
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93390	18-Kid City Camper Water Bottles	Paid by EFT # 34400		03/10/2020	03/10/2020	03/20/2020		03/20/2020	1,205.60
Account 52420 - Other Supplies Totals										\$1,768.33
Account 53990 - Other Services and Charges										
4486 - American Camping Association, INC	2020 Membership	18-2020 Kid City Accreditation Fees	Paid by Check # 71370		03/10/2020	03/10/2020	03/20/2020		03/20/2020	24.00
204 - State Of Indiana	1 March 4, 2020	18-2020 Kid City DNR park pass	Paid by Check # 71402		03/10/2020	03/10/2020	03/20/2020		03/20/2020	100.00
Account 53990 - Other Services and Charges Totals										\$124.00
Program 184501 - Youth Services-Kid City Camps Totals										\$1,892.33



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184502 - Youth Expo- Childrens Expo										
Account 52420 - Other Supplies										
13149 - Blast Off Balloons, INC	75302	18-Children's Expo Balloons	Paid by Check # 71372		03/10/2020	03/10/2020	03/20/2020		03/20/2020	552.50
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93331	18-Children's Expo Tote bags	Paid by EFT # 34400		03/10/2020	03/10/2020	03/20/2020		03/20/2020	825.58
Account 52420 - Other Supplies Totals								Invoice Transactions 2		\$1,378.08
Program 184502 - Youth Expo- Childrens Expo Totals								Invoice Transactions 2		\$1,378.08
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
Brent White	2020-00000335	18-Refunds	Paid by Check # 71418		03/10/2020	03/10/2020	03/20/2020		03/20/2020	45.00
Account 43220 - Facility Rentals Totals								Invoice Transactions 1		\$45.00
Account 43410 - Advertising										
6385 - RTU, INC (Cartvertising)	SN1666101	18- TLRC Advertising on Kroger North Shopping Carts	Paid by Check # 71400		03/10/2020	03/10/2020	03/20/2020		03/20/2020	408.33
Account 43410 - Advertising Totals								Invoice Transactions 1		\$408.33
Account 52210 - Institutional Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	CM006690	18 - TLRC Credit on returned product	Paid by EFT # 34277		03/10/2020	03/10/2020	03/20/2020		03/20/2020	(46.14)
9269 - Ferguson Facilities Supply, HP Products #3400	0076470	18 Toilet Paper	Paid by EFT # 34277		03/10/2020	03/10/2020	03/20/2020		03/20/2020	454.26
9269 - Ferguson Facilities Supply, HP Products #3400	0075322	18 - TLRC Facility Institutional Supplies	Paid by EFT # 34277		03/10/2020	03/10/2020	03/20/2020		03/20/2020	970.04
Account 52210 - Institutional Supplies Totals								Invoice Transactions 3		\$1,378.16
Account 52310 - Building Materials and Supplies										
294 - All-Phase Electric Supply, INC	0740-588719	18 - TLRC Electrical Supplies	Paid by EFT # 34206		03/10/2020	03/10/2020	03/20/2020		03/20/2020	245.50
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions 1		\$245.50
Account 52340 - Other Repairs and Maintenance										
6740 - Gilles Home Sales & Service (Fitness Exercise)	106123	18-TLRC-Service Agreement for fitness equipment repair	Paid by EFT # 34283		03/10/2020	03/10/2020	03/20/2020		03/20/2020	163.92
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions 1		\$163.92
Account 53150 - Communications Contract										
392 - Koorsen Fire & Security, INC	5035521	18 - TLRC Alarm Monitoring April - June 2020	Paid by EFT # 34328		03/10/2020	03/10/2020	03/20/2020		03/20/2020	102.82
Account 53150 - Communications Contract Totals								Invoice Transactions 1		\$102.82



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53320 - Advertising										
GOrthodontics	2020-00000374	18-Refunds	Paid by Check # 71413		03/10/2020	03/10/2020	03/20/2020		03/20/2020	1,625.00
Account 53320 - Advertising Totals										Invoice Transactions 1
										\$1,625.00
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010032020	18-Landfill February Charges	Paid by Check # 71422		03/09/2020	03/09/2020	03/09/2020		03/13/2020	4,857.67
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$4,857.67
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002032620	18-Water Sewer Charges Jan/Feb	Paid by Check # 71376		03/10/2020	03/10/2020	03/20/2020		03/20/2020	737.93
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										\$737.93
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5034926	18 - TLRC Annual Fire Alarm & Sprinkler Tests	Paid by EFT # 34328		03/10/2020	03/10/2020	03/20/2020		03/20/2020	1,380.00
53657 - Plymate, INC	2908641	18 - TLRC Entry Mat Service	Paid by EFT # 34365		03/10/2020	03/10/2020	03/20/2020		03/20/2020	78.92
Account 53610 - Building Repairs Totals										Invoice Transactions 2
										\$1,458.92
Program 185000 - Twin Lakes Recreation Center Totals										Invoice Transactions 13
										\$11,023.25
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	030520	18-TLRC Fitness Specialist	Paid by EFT # 34215		03/10/2020	03/10/2020	03/20/2020		03/20/2020	50.00
7207 - Ayaa Elgoharry	03052020	18-TLRC Fitness Specialist	Paid by EFT # 34266		03/10/2020	03/10/2020	03/20/2020		03/20/2020	250.00
5274 - Catherine T Gossett	030320	18-TLRC Fitness Specialist	Paid by EFT # 34285		03/10/2020	03/10/2020	03/20/2020		03/20/2020	293.75
1336 - Kristy L LeVert	03052020	18-TLRC Fitness Specialist	Paid by EFT # 34333		03/10/2020	03/10/2020	03/20/2020		03/20/2020	62.50
7086 - Rivkah L Moore	03052020	18-TLRC Fitness Specialist	Paid by EFT # 34352		03/10/2020	03/10/2020	03/20/2020		03/20/2020	125.00
5007 - Emeline P O'Connor	03052020	18-TLRC Fitness Specialist	Paid by EFT # 34358		03/10/2020	03/10/2020	03/20/2020		03/20/2020	93.75
14093 - Allana Radecki	03042020	18-TLRC Fitness Specialist	Paid by EFT # 34367		03/10/2020	03/10/2020	03/20/2020		03/20/2020	250.00
1973 - Megan M Stark	02062020	18-TLRC Fitness Specialist	Paid by EFT # 34395		03/10/2020	03/10/2020	03/20/2020		03/20/2020	312.50
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 8
										\$1,437.50
Program 185002 - TLRC-Health & Wellness Totals										Invoice Transactions 8
										\$1,437.50



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 52420 - Other Supplies										
4274 - Charles B Hensley (Midwest Youth Tournaments)	122	18- 2020 TLRC BYB Season III Awards	Paid by EFT # 34296		03/10/2020	03/10/2020	03/20/2020		03/20/2020	519.50
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$519.50</u>
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branam	022620	18-Basketball Official	Paid by EFT # 34229		03/10/2020	03/10/2020	03/20/2020		03/20/2020	160.00
6806 - Joshua Clein	022620	18-Basketball Official	Paid by EFT # 34251		03/10/2020	03/10/2020	03/20/2020		03/20/2020	140.00
7276 - Kaitlyn Clementi	020520	18-TLRC Fitness Specialist	Paid by EFT # 34252		03/10/2020	03/10/2020	03/20/2020		03/20/2020	200.00
7265 - Mason Grout	03042020	18- Future Stars Basketball Instructor	Paid by EFT # 34290		03/10/2020	03/10/2020	03/20/2020		03/20/2020	36.00
7271 - Floyd L Hawkins	022720	18-Basketball Official	Paid by EFT # 34293		03/10/2020	03/10/2020	03/20/2020		03/20/2020	160.00
5005 - Jon Mitchel Hillenburg	022520	18-Basketball Official	Paid by EFT # 34298		03/10/2020	03/10/2020	03/20/2020		03/20/2020	40.00
6285 - Peter LaMagna	02272020	18-Basketball Official	Paid by EFT # 34330		03/10/2020	03/10/2020	03/20/2020		03/20/2020	100.00
6240 - Timothy A Lemper	02242020	18-Basketball Official	Paid by EFT # 34332		03/10/2020	03/10/2020	03/20/2020		03/20/2020	200.00
6741 - William Pahl	02202020	18-Basketball Official	Paid by EFT # 34360		03/10/2020	03/10/2020	03/20/2020		03/20/2020	100.00
7156 - Anthony Sipes	02172020	18-Basketball Official	Paid by EFT # 34387		03/10/2020	03/10/2020	03/20/2020		03/20/2020	40.00
7287 - Mark Stemme	02262020	18-Basketball Official	Paid by EFT # 34396		03/10/2020	03/10/2020	03/20/2020		03/20/2020	160.00
7155 - Michael Scott Thompson	02272020	18-Basketball Official	Paid by EFT # 34406		03/10/2020	03/10/2020	03/20/2020		03/20/2020	180.00
7126 - Mickayla Wenzel	02272020	18-Basketball Official	Paid by EFT # 34416		03/10/2020	03/10/2020	03/20/2020		03/20/2020	280.00
7154 - Jeffrey Kyle Yoder	02192020	18-Basketball Official	Paid by EFT # 34421		03/10/2020	03/10/2020	03/20/2020		03/20/2020	60.00
Account 53940 - Temporary Contractual Employee Totals										Invoice Transactions 14
										<u>\$1,856.00</u>
Program 185003 - TLRC-Basketball Totals										Invoice Transactions 15
										<u>\$2,375.50</u>
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5969 - Coca Cola Bottling CO. Consolidated	6801209930	18 - TLRC Concessions Beverage Purchase	Paid by EFT # 34253		03/10/2020	03/10/2020	03/20/2020		03/20/2020	675.50



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	156973	18- 2020 TLSP Concession Food License	Paid by EFT # 34284		03/10/2020	03/10/2020	03/20/2020		03/20/2020	164.80
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions 2		\$840.30
Program 185006 - TLRC-Concessions Totals								Invoice Transactions 2		\$840.30
Program 186503 - Community Events-Farmers' Market										
Account 52420 - Other Supplies										
53442 - Paragon Micro, INC	898777	18 - Market - case for ipad	Paid by EFT # 34361		03/10/2020	03/10/2020	03/20/2020		03/20/2020	48.99
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$48.99
Account 53990 - Other Services and Charges										
2184 - Bybee Stone Co INC	0022830-IN	18- limestone blocks for city hall plaza	Paid by EFT # 34235		03/10/2020	03/10/2020	03/20/2020		03/20/2020	15,600.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$15,600.00
Program 186503 - Community Events-Farmers' Market Totals								Invoice Transactions 2		\$15,648.99
Program 187006 - Adult Sports-Concessions										
Account 53910 - Dues and Subscriptions										
7293 - Hoosier Hospitality Consulting, LLC	12867	18- TLSP ServSafe Certification Course- Scott Pedersen	Paid by EFT # 34300		03/10/2020	03/10/2020	03/20/2020		03/20/2020	164.00
199 - Monroe County Government	021320	18- 2020 TLSP Concession Food License	Paid by Check # 71393		03/10/2020	03/10/2020	03/20/2020		03/20/2020	100.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 2		\$264.00
Program 187006 - Adult Sports-Concessions Totals								Invoice Transactions 2		\$264.00
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	975774898339	18 SYP Trifold brochure holder with business card pocket	Paid by EFT # 34399		03/10/2020	03/10/2020	03/20/2020		03/20/2020	7.95
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$7.95
Program 189006 - Switchyard Property Totals								Invoice Transactions 1		\$7.95
Department 18 - Parks & Recreation Totals								Invoice Transactions 72		\$39,583.30
Fund 201 - Parks and Rec Non Reverting Totals								Invoice Transactions 72		\$39,583.30



Accounts Payable by G/L Distribution Report

Invoice Date Range 03/07/20 - 03/20/20

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 18016A - 2016 A FSC BBC Golf Rose Goat										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	NEIapp13clubhous	18-Escrow for GOB Project Cascades Golf Course	Paid by Check # 71380		03/10/2020	03/10/2020	03/20/2020		03/20/2020	257.53
723 - Neidigh Construction Corporation	NEIapp13clubhous	18- GOB Cascades Golf Course Clubhouse	Paid by EFT # 34356		03/10/2020	03/10/2020	03/20/2020		03/20/2020	4,892.97
453 - ULINE, INC	117347535	18-Furniture for patio at New Clubhouse	Paid by EFT # 34414		03/10/2020	03/10/2020	03/20/2020		03/20/2020	4,119.27
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 3			\$9,269.77
Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals							Invoice Transactions 3			\$9,269.77
Program 18016D - 2016 D Lower Cascades										
Account 54510 - Other Capital Outlays										
6152 - K&S Rolloff, INC	46251	18-Landfill fees (13 dumps) for demolition of Monestary	Paid by EFT # 34323		03/10/2020	03/10/2020	03/20/2020		03/20/2020	8,321.38
19741 - Mader Design, LLC	1107	18- Cascades Green Yard Waste Design	Paid by EFT # 34338		03/10/2020	03/10/2020	03/20/2020		03/20/2020	500.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 2			\$8,821.38
Program 18016D - 2016 D Lower Cascades Totals							Invoice Transactions 2			\$8,821.38
Department 18 - Parks & Recreation Totals							Invoice Transactions 5			\$18,091.15
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions 5			\$18,091.15
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7880	18- Cascades Closure Letters Printing and Postage	Paid by EFT # 34257		03/10/2020	03/10/2020	03/20/2020		03/20/2020	326.92
19741 - Mader Design, LLC	1105	18- Griffy Lake Loop Trail Design	Paid by EFT # 34338		03/10/2020	03/10/2020	03/20/2020		03/20/2020	14,264.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 2			\$14,590.92
Program 18018B - Griffy Loop Trail Lower Cascades Totals							Invoice Transactions 2			\$14,590.92
Department 18 - Parks & Recreation Totals							Invoice Transactions 2			\$14,590.92
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions 2			\$14,590.92
Grand Totals							Invoice Transactions 181			\$155,478.73

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2019	2019	2019	2019	2020	2020	2020	
February	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>February</u>	<u>to date</u>	<u>Budget</u>	<u>February</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	754,420	758,283	268,112	35.36%	737,200	306,504	41.58%	14.32%
Health & Wellness	82,869	81,370	17,354	21.33%	107,016	17,117	15.99%	-1.37%
Community Relations	460,058	438,510	41,496	9.46%	487,964	79,412	8.50%	91.37%
Aquatics	312,312	313,737	12,844	4.09%	378,257	6,979	1.85%	-45.66%
Frank Southern Center	359,863	325,424	79,273	24.36%	381,828	100,339	26.28%	26.57%
Golf Services	1,010,569	989,556	319,039	32.24%	706,904	78,568	11.11%	-75.37%
Natural Resources	396,163	344,801	36,432	10.57%	388,562	49,219	12.67%	35.10%
Youth Programs	64,888	69,539	10,447	15.02%	62,293	14,677	23.56%	40.49%
TLRC	287,976	286,763	49,595	17.29%	294,799	56,530	19.18%	13.98%
Community Events	407,645	387,801	61,100	15.76%	405,346	79,619	19.64%	30.31%
Adult Sports	242,956	263,260	27,607	10.49%	286,511	31,762	11.09%	15.05%
Youth Sports	225,060	228,014	24,777	10.87%	295,022	26,728	9.06%	7.87%
BBCC	320,540	308,233	45,299	14.70%	444,450	64,330	14.47%	42.01%
Inclusive Recreation	82,561	80,708	9,933	12.31%	86,491	11,004	12.72%	10.78%
Operations	1,964,968	1,766,848	186,886	10.58%	1,979,870	249,394	12.60%	33.45%
Switchyard Property	47,452	47,202	0	0.00%	256,821	24,977	9.73%	0.00%
Landscaping	475,315	440,698	36,037	8.18%	613,368	61,791	10.07%	71.47%
Cemeteries	184,917	191,517	41,938	21.90%	211,863	24,838	11.72%	-40.77%
Urban Forestry	569,707	657,294	43,484	6.62%	514,292	45,202	8.79%	3.95%
General Fund total:	7,495,818	7,979,559	1,311,651	16.44%	8,638,857	1,328,989	15.38%	1.32%
Non-Reverting Fund								
Administration	14,150	6,180	2,187	35.38%	14,650	3,022	20.63%	38.20%
Health & Wellness	1,376	1,961	1,047	53.42%	1,650	58	3.48%	0.00%
Community Relations	5,350	3,924	0	0.00%	5,350	2,630	49.15%	0.00%
Aquatics	61,716	98,130	243	0.25%	81,959	0	0.00%	0.00%
Frank Southern Cent	93,697	104,544	17,488	16.73%	86,859	21,984	25.31%	25.71%
Golf Services	70,000	236,525	111	0.05%	168,852	750	0.44%	0.00%
Natural Resources	63,029	29,777	388	1.30%	65,429	27,954	42.72%	0.00%
Youth Programs	213,180	153,132	7,310	4.77%	238,025	4,563	1.92%	-37.57%
*TLRC - day to day	454,998	513,349	90,108	17.55%	570,919	88,813	15.56%	-1.44%
Community Events	184,027	189,206	19,707	10.42%	250,680	27,758	11.07%	40.86%
Adult Sports	128,905	159,548	701	0.44%	140,331	1,007	0.72%	43.76%
Youth Sports	8,919	53,273	1,412	2.65%	9,482	1,708	18.01%	20.94%
BBCC	1,610	4,903	335	6.84%	41,962	1	0.00%	-99.83%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	49,610	56,605	179	0.32%	42,610	63	0.15%	0.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	0	12,737	0	0.00%	27,577	23,284	84.43%	0.00%
Landscaping (CCC P	0	6,883	0	0.00%	6,150		0.00%	0.00%
Cemeteries	0	0	0	0.00%	0		0.00%	0.00%
Urban Forestry	6,150	0	5,000	0.00%	0		0.00%	0.00%
N-R Fund subtotal:	1,356,717	1,630,677	146,216	8.97%	1,752,484	203,595	11.62%	39.24%
TLRC - bond	475,963	475,963	239,294	50.28%	482,000	239,044	49.59%	-0.10%
N-R Fund total:	1,832,680	2,106,640	385,510	18.30%	2,234,484	442,638	19.81%	14.82%
Other Misc Funds								
15-16 MCCSC 21st Com Learn Cnt Grant			0		884			

16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn		97						
18-19 MCCSC 21st Com Learn		4,501						
19-20 MCCSC 21st Com Learn					6,764			
Community Banneker Bus								
G14006 Out-of School Prg.								
G15008 Summer Food Prg.				11,115				
G15009 Nature Days S/Star								
Griffy Lake Nature Day								
Wapehani I-69 Mitigation								
Leonard Springs Nature		97						
Banneker Nature Day								
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act				9,936				
Goat Farm								
Giffy LARE		2,800						
Banneker ROI					35,803			
Other Misc Funds total:	0	0	7,495	0.00%	21,935	42,567		
TOTAL ALL FUNDS	9,328,497	10,086,198	1,704,656	16.90%	10,895,276	1,814,194	16.65%	6.43%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues February 2020								
	2019	2019	2019	2019	2020	2020	2020	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	<u>for year</u>	<u>February</u>	<u>to date</u>	<u>for year</u>	<u>February</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,457,949	6,573,549	6,457,949	100.00%	6,513,025	6,513,025	100.00%	0.00%
Administration	500	3,090	429	0.00%	500	0	0.00%	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	198,000	193,191	0	0.00%	186,000	0	0.00%	0.00%
Frank Southern	201,300	223,101	83,037	14.59%	199,300	51,966	26.07%	-37.42%
Golf Services	619,500	569,031	4,378	0.00%	599,500	13,222	2.21%	202.02%
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	11,500	11,175	1,245	2.49%	12,165	870	7.15%	-30.12%
Adult Sports	51,000	49,965	0	0.00%	54,000	0	0.00%	0.00%
Youth Sports	30,000	41,769	-106	-0.82%	30,500	-49	-0.16%	-53.87%
BBCC	12,000	13,010	93	17.50%	15,000	1,330	8.87%	1323.36%
Operations	0	534	0	0.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	33,725	30,525	4,800	0.00%	32,525	3,875	11.91%	-19.27%
Urban Forestry		0	0	0.00%			0.00%	0.00%
G17011 Urban Forestr	0	0	0	0.00%			0.00%	0.00%
Subtotal Program Re	1,157,025	1,132,300	93,876	8.29%	1,129,490	71,214	6.31%	-24.14%
General Fund Total	7,615,474	7,708,939	6,551,825	84.99%	7,642,515	6,584,239	86.15%	0.49%
Non-Reverting Fund								
Administration	40,600	34,800	12,051	34.63%	35,600	10,779	30.28%	-10.55%
Health & Wellness	4,840	2,350	69	2.94%	3,915	0	0.00%	-100.00%
Community Relations	5,400	2,400	0	0.00%	5,400	2,000	37.04%	0.00%
Aquatics	108,200	88,089	2,454	2.79%	86,301	87	0.10%	-96.45%
Frank Southern	124,300	98,907	22,209	22.45%	123,300	20,242	16.42%	-8.86%
Golf Services	76,000	117,749	-530	-0.45%	156,500	1,754	1.12%	-430.89%
Natural Resources	70,000	71,161	976	1.37%	70,000	449	0.64%	-54.00%
Youth Programs	215,500	248,728	12,286	4.94%	246,740	9,723	3.94%	-20.86%
*TLRC -Operational	1,253,774	712,603	163,768	22.98%	1,065,974	142,358	13.35%	-13.07%
Community Events	196,541	208,808	62,342	29.86%	200,311	59,527	29.72%	-4.52%
Adult Sports	132,400	131,295	196	0.15%	143,500	5,236	3.65%	2571.46%
Youth Sports	4,002	7,202	566	7.86%	4,002	-2	-0.05%	-100.37%
BBCC	5,250	14,599	373	2.56%	7,600	259	3.41%	-30.60%
Operations	64,800	63,317	6,581	10.39%	64,800	6,357	9.81%	-3.41%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Prop	0	34,951	0	0.00%	12,500	9,836	78.69%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	9,553	0	0.00%	9,500	2,500	26.32%	0.00%
N-R Fund subtotal:	2,311,507	1,846,513	283,340	15.34%	2,236,343	271,105	12.12%	-4.32%
Other Misc Funds								

G-17-18 MCCSC 21st Com					14,210			
G18-19 MCCSC 21st Com					30,000			
G19-20 MCCSC 21st Com					30,000			
G14009 Summer Food Grant					27,864			
Communit Banneker Bus					45,000			
Kaboom Play Everywhere								
Urban Forestry EAB								
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt			2,800					
G15008 Leonard Spring								
G15009 Griffy Nature Days								
(902) Rose Hill Trust						162		
G17007 - Goat Farm								
Banneker Nature Days								
Yth & Adolescent Phy Act					8,000			
Nature Days Star								
2019 Deer Cull IN DNR CHAP						25,000		
Other Misc Funds total:	0	0	2,800		155,074	25,162		
TOTAL ALL FUNDS	9,926,981	9,555,453	6,837,965	71.56%	10,033,932	6,880,506	68.57%	0.62%

	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
		1/1/2020	2/29/2020	revenue	2/29/2020	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	260,023.36	4,268.65		989.31	0.00	3,279.34	263,302.70
181001	Health & Wellness	9,413.82	0.00		57.50	0.00	(57.50)	9,356.32
181100	Community Relations	34,414.61	0.00		2,629.72	0.00	(2,629.72)	31,784.89
182001	Aquatics	389,055.59	87.00		0.00	0.00	87.00	389,142.59
182500	Frank Southern Center	191,273.69	4,261.27		13,209.41	0.00	(8,948.14)	182,325.55
183500	Golf Course	143,501.45	1,307.99		750.25	0.00	557.74	144,059.19
184000	Natural Resources	291,563.17	131.50		0.00	0.00	131.50	291,694.67
184500	Allison Jukebox	272,563.31	4,409.76		779.28	0.00	3,630.48	276,193.79
*185000	TLRC	(1,667,433.65)	50,255.71		295,278.53	0.00	(245,022.82)	(1,912,456.47)
185009	TLRC Reserve	729,334.12	7,775.93		0.00	0.00	7,775.93	737,110.05
186500	Community Events	522,561.92	50,801.10		7,860.19	0.00	42,940.91	565,502.83
187001	Adult Sports	34,936.55	157.99		430.28	0.00	(272.29)	34,664.26
187202	Youth Sports	59,446.16	0.00		536.94	0.00	(536.94)	58,909.22
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	64,519.89	140.00		0.56	0.00	139.44	64,659.33
189000	Operations	177,810.51	3,038.71		63.01	0.00	2,975.70	180,786.21
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	238,307.62	2,759.58		21,993.57	0.00	(19,233.99)	219,073.63
189500	Landscaping	12,704.36	0.00		0.00	0.00	0.00	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	0.00	1,497.00
189503	Urban Forestry	21,517.22	2,500.00		0.00	0.00	2,500.00	24,017.22
10002.01	Change Fund	0.00	0.00		0.00	0.00	0.00	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	0.00	0.00
	TOTALS	1,793,548.37	131,895.19	0.00	344,578.55	0.00	(212,683.36)	1,580,865.01
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds								(212,683.36)
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								INCREASE/DECREASE FOR THE CURRENT

Bloomington Parks and Recreation Surplus Declaration Form

Mar-20

Mar-20

[illegible]



STAFF REPORT

Agenda Item: C-1
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Becky Higgins
DATE: March 24, 2020
SUBJECT: FOOD & BEVERAGE ARTISAN PRICING FOR 2020

Recommendation

Staff recommends the approval of 7.5% of gross sales fee for the 2020 Food and Beverage Artisans including Food Cart/Push Cart vending.

Background

Staff has recommended different options for the Food and Beverage Artisan pricing over the past several months. Included with those options were the Farmers' Market financial reports from 2016 through the projected options for 2020.

In February, several options including 10% of gross, 7.5% of gross, 6% of gross, 5% of gross, or a flat fee were presented. The 7.5% is a result of the review of all proposed options and financial implications of each.

The recommended 7.5% of gross sales is an estimated revenue of \$39,000 and would equal approximately 37% of all revenue received. The estimated registration revenue received from farm vendors is \$54,651 and would equal approximately 52% of total revenue received. With these numbers a deficit of \$-50,764 and a cost recovery of 68% is projected.

RESPECTFULLY SUBMITTED,

Becky Higgins, Recreation Services Division Director

7.5% FOOD & BEVERAGE VENDOR FEE										
2020										
Projected Revenues		\$105,851.00	% of Revenue							
7.5% Food & Beverage Vendor Fee										
	Farm Registration Fees	\$54,651	52.00%							
	Prepared Food Vendor Fees	\$39,000	37.00%	7.50%	decrease of \$13,000					
	Farm Tours	\$4,000	4.00%							
	Info Alley	\$5,800	5.00%							
	T-shirts/ Totes	\$1,500	1.00%							
	ATM Fees	\$900	1.00%							
		\$105,851								
Approved Expenses		\$128,288.00	Actual total includes all expenses involved in market, direct and indirect						83%	
		\$120,076.00	Total includes only direct costs.			88% cost recover				
	Direct Expenses	\$120,076.00	Indirect Expenses	\$8,212.23						
(50% MM/ 90% Marcia + benefits)	Salaries	\$74,303.00	Salaries	\$8,212.23	(10% Manager + benefits)					
	Part Time Salaries	\$20,368.00								
	Miscellaneous Expenses	\$9,700.00								
	Printing	\$2,115.00								
	Advertising	\$1,400.00								
	Water/Electricity	\$300.00								
	Contractual	\$5,220.00								
	Cell Phone	\$600.00								
	Services	\$6,070.00								
Increased Expenses		\$28,319.00								
	Additional Salary	\$12,719	Moving Coordinator to Full time 40 hours							
	Limestone Blocks	\$15,600	To replace temporary barricades on Showers Plaza							
Projected Total Expenses		\$156,607.00	Actual total includes all expenses involved in market, both direct and indirect						67% cost recovery	
		\$148,395.00	Total includes only direct costs.			71% cost recovery				
Projected Deficit = \$-50,756				Projected Cost Recovery = 68%						



STAFF REPORT

Agenda Item: C-2 Date: 3/18/2020

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Marcia Veldman, Program Coordinator
DATE: March 24, 2020
SUBJECT: FOOD AND BEVERAGE ARTISAN AGREEMENT AND FOOD TRUCK/PUSH CART AGREEMENT

Recommendation

Staff recommends approval of the Food and Beverage Artisan and Food Truck/Push Cart Agreement templates.

Background

The Food and Beverage Artisan and Food Truck/Push Cart Agreement templates have been revised to include language consistent with the Farm Vendor Contract and Handbook, including information on allowable signs and Artisan behavior and commitment to the Market's Mission. The Artisan fee is subject to Board of Park Commissioners decision.

Both Agreements were reviewed and approved by City Legal.

RESPECTFULLY SUBMITTED,

Marcia Veldman, Program Coordinator

Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market

This Agreement, entered into this ____ day _____ of 2020, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food and Beverage Artisan ("Artisan"),

WITNESSETH:

WHEREAS, Parks manages the Bloomington Community Farmers' Market ("Market") at Showers Common, 401 North Morton Street, Bloomington, Indiana; and

WHEREAS, the Food and Beverage Artisan wishes to operate a stand in this location.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April 4, 2020 and end on November 21, 2020.

B. FOOD AND BEVERAGE ARTISAN RESPONSIBILITIES

1. **Artisan Fee:** Artisan shall pay Parks a vending fee of seven and one half percent (7.5%) of gross proceeds. The fee shall be paid monthly on or before the 15th of the month following the month gross proceeds were collected. In addition to the payment of seven and one half percent (7.5%) of gross proceeds, the Artisan shall include documentation of gross proceeds earned at each Market.
2. **List and Price:** The Artisan shall furnish Parks with a complete list of product to be sold and prices charged per item by April 1, 2020. Such product list and pricing is subject to the approval of the Parks Administrator. The Artisan must display legible price markers for goods offered for sale.
3. **Insurance:** The Artisan shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington and the Artisan as insured parties, and the Artisan shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. The Artisan and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
4. **Employees:** The Artisan shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and payroll tax for such employees. Artisan stand attendants must be a minimum of sixteen (16) years of age.

5. **Recordkeeping:** The Artisan shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.

On or before August 15, 2020 Artisan shall provide Parks with documentation regarding the sourcing of Indiana grown product for the 2020 season to date, including the types of products purchased and the names of the farms from which they were purchased.

6. **Rules and Regulations:** The Artisan shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

The Artisan shall obtain all necessary permits from Monroe County Health Department, Indiana Alcohol and Tobacco Commission, Federal Tax and Trade Bureau, Indiana State Excise Tax Police, and from any and all other controlling agencies or boards, prior to commencement of operations under this Agreement. Copies of pertinent permits shall be submitted along with the signed copy of the contract.

If the Artisan is selling as a Home Based Vendor, Artisan is responsible for ensuring all products are “non-potentially hazardous foods” and are required to have an analysis completed to determine if a product in question is indeed a “non-potentially hazardous food” and provide written report of said analysis.

7. **Days and Hours of Operation:** The Artisan agrees to attend and sell at Market each and every Saturday beginning April 4, 2020 through September 26, 2020 from 8:00 am until 1:00 pm, and October 3, 2020 through November 21, 2020 from 9:00 am until 1:00 pm.
8. **Entering and Exiting the Market:** The Artisan must occupy the assigned space by 15 minutes prior to Market opening time. The Artisan may park along the curb next to B-Line plaza to unload. The vehicle must be removed from the curb by a schedule set in advance of the season.
9. **Assignments and Limits of Space:** The Artisan will be assigned by Parks one vending space limited to 10 feet wide by 10 feet deep prior to commencement of this Agreement. Artisans may only display signs, information and/or items in their space that consist of the products they are selling or that directly relate to their business.
10. **Gift Certificate Program/SNAP:** The Food Vendor agrees to participate in the Farmers’ Market Gift Certificate Program/SNAP (GCP/SNAP) organized by the City. A Farmer/Food and Beverage Artisan Training Guide will be provided. The Artisan agrees to read the Training Guide and abide by the rules established

in the Training Guide. Completion of a Substitute W9 form and Electronic Funds Transfer form is necessary for first-time participants in the GCP/SNAP. If the Artisan has participated in previous years, no further paperwork is necessary.

11. **Property Maintenance and Utilization:** The Artisan must vacate premises by 2:00 pm and remove all personal items and equipment. The Artisan must remove all recyclable and compostable materials from site. The Artisan must protect brick pavers within vending space from soiling due to food and beverage spills. The Artisan must ensure that weather protection devices are securely anchored. The Artisan must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Artisan hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Artisans participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Artisan 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). The Artisan shall sign an affidavit, attached as Exhibit A, affirming that the Artisan 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.

The Artisan and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Artisan or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Artisan or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Artisan or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Artisan or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Artisan or subcontractor did not knowingly employ an unauthorized alien. If the Artisan or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City or City 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 Artisan or subcontractor is

liable to the City for actual damages.

The Artisan shall require any subcontractors performing work under this contract to certify to the Artisan 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. The Artisan shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

14. Artisan Behavior and Commitment to the City of Bloomington's Values and the Market's Mission.

The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the 2020 Bloomington Community Farmers' Market Food and Beverage Artisan Agreement, artisans shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Artisans acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against artisans at the Market. If an artisan believes that the City employee engaged in such conduct at the Market towards the artisan, the artisan may file a complaint with the Market Manager and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct at the Market.

Similarly, the City does not tolerate Artisans engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any artisan who believes that a fellow vendor has engaged in such harassment or discrimination at the Market may file a complaint with the Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any artisan engaged in such prohibited conduct at the Market.

15. Expectations

Artisans shall not be discourteous, disrespectful or dishonest to anyone with whom

they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market.

Conduct at the Market on the part of the artisan that the City deems to be contrary to the provisions of the artisan agreement may result in administrative action in accordance with the provision of the agreement, including but not limited to suspension or ejection from the Market and/or future Market events.

Artisans shall notify the Market Manager or Market Master immediately of any unsafe conditions.

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

Artisans understand that the Market is not a forum for political or religious activities, except for at Plaza oneA and Info Alley.

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

C. RESPONSIBILITY AND RIGHTS OF PARKS

Parks shall not invoice the Artisan for seven and one half percent (7.5%) of gross sales.

The City retains the right to terminate the Market, or to change the times, dates, locations, and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes, and cancellations to all artisans.

D. ASSIGNMENT OF AGREEMENT

The Artisan shall not assign or sub-contract this Agreement or any of its terms, except with prior written approval of the Parks Administrator.

E. BREACH OF AGREEMENT

In the event one of the parties 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 offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

F. TERMINATION

1. **Termination by mutual agreement:** The parties may terminate this Agreement prior to November 21, 2020 by mutual written agreement.

G. MISCELLANEOUS

1. **Enforcement:** In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the

Agreement shall bear expenses of such litigation, including, but not limited to, court costs and reasonable attorney fees.

2. **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.
3. **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 other 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.
4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
5. **Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: Marcia Veldman.
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Food and Beverage Artisan:

6. **Intent to be Bound:** Parks and the Artisan each bind 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.
7. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Artisan. 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.

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

Philippa M. Guthrie, Corporation Counsel

Paula McDevitt, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(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 _____, 2020.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____
County of Residence: _____

Agreement for Food Truck/Push Cart Vending Bloomington Community Farmers' Market

This Agreement, entered into this ____th day of _____, 2020, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food Truck/Push Cart Vendor ("Food Vendor"),

WITNESSETH:

WHEREAS, Parks manages the Bloomington Community Farmers' Market ("Market") at Showers Common, 401 North Morton Street, Bloomington, Indiana; and

WHEREAS, the Food Vendor wishes to operate a stand in this location.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April 4, 2020 and end on November 21, 2020.

B. FOOD VENDOR'S RESPONSIBILITIES

1. **Food Vendor Fee:** Food Vendor shall pay Parks a vending fee of seven and one half percent (7.5%) of gross proceeds. The fee shall be paid monthly on or before the 15th of the month following the month gross proceeds were collected. In addition to the payment of seven and one half percent (7.5%) of gross proceeds, the Food Vendor shall include documentation of gross proceeds earned at each Market.
2. **List and Price:** The Food Vendor shall furnish Parks with a complete list of product to be sold and prices charged per item by April 1, 2020. Such product list and pricing is subject to the approval of the Parks Administrator. The Food Vendor must display legible price markers for goods offered for sale.
3. **Insurance:** The Food Vendor shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington and the Food Vendor as insured parties, and the Food Vendor shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. The Food Vendor and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
4. **Employees:** The Food Vendor shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and

payroll tax for such employees. Food Vendor stand attendants must be a minimum of sixteen (16) years of age.

5. **Recordkeeping:** The Food Vendor shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.

On or before August 15, 2020 Food Vendor shall provide Parks with documentation regarding the sourcing of Indiana grown product for the 2020 season to date, including the types of products purchased and the names of the farms from which they were purchased.

6. **Rules and Regulations:** The Food Vendor shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

The Food Vendor shall obtain all necessary permits from Monroe County Health Department, Indiana Alcohol and Tobacco Commission, Federal Tax and Trade Bureau, Indiana State Excise Tax Police, and from any and all other controlling agencies or boards, prior to commencement of operations under this Agreement. Copies of pertinent permits shall be submitted along with the signed copy of the contract.

If the Food Vendor is selling as a Home Based Vendor, Food Vendor is responsible for ensuring all products are “non-potentially hazardous foods” and are required to have an analysis completed to determine if a product in question is indeed a “non-potentially hazardous food” and provide written report of said analysis.

7. **Days and Hours of Operation:** The Food Vendor agrees to attend and sell at Market each and every Saturday beginning April 4, 2020 through September 26, 2020 from 8:00 am until 1:00 pm, and October 3, 2020 through November 21, 2020 from 9:00 am until 1:00 pm.
8. **Entering and Exiting the Market:** The Food Vendor must occupy the assigned space by 15 minutes prior to Market opening time.
9. **Assignments of Space:** Food Vendor will be assigned by Parks a vending space.
10. **Gift Certificate Program/SNAP:** The Food Vendor agrees to participate in the Farmers’ Market Gift Certificate Program/SNAP (GCP/SNAP) organized by the City. A Farmer/Food and Beverage Artisan Training Guide will be provided. The Food Vendor agrees to read the Training Guide and abide by the rules established in the Training Guide. Completion of a Substitute W9 form and Electronic Funds Transfer form is necessary for first-time participants in the

GCP/SNAP. If the Food Vendor has participated in previous years, no further paperwork is necessary.

11. **Property Maintenance and Utilization:** The Food Vendor must vacate premises by 2:00 pm and remove all personal items and equipment. The Food Vendor must remove all recyclable and compostable materials from site. The Food Vendor must ensure that weather protection devices are securely anchored. The Food Vendor must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Food Vendor hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Food Vendors participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Food Vendor 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). The Food Vendor shall sign an affidavit, attached as Exhibit A, affirming that the Food Vendor 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.

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

The Food Vendor shall require any subcontractors performing work under this

contract to certify to the Food Vendor 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. The Food Vendor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

14. **Food Vendor Behavior and Commitment to the City of Bloomington's Values and the Market's Mission:** The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the 2020 Bloomington Community Farmers' Market Food Truck/Push Cart Vendor Agreement, Food Vendors shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Food Vendors acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against Food Vendors at the Market. If a Food Vendor believes that the City employee engaged in such conduct at the Market towards the Food Vendor, the Food Vendor may file a complaint with the Market Manager and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct at the Market.

Similarly, the City does not tolerate Food Vendors engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any Food Vendor who believes that a fellow vendor has engaged in such harassment or discrimination at the Market may file a complaint with the Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any Food Vendor engaged in such prohibited conduct at the Market.

15. **Expectations**

Food Vendors shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other

vendors, staff, volunteers, entertainers or anyone else at the Market.

Conduct at the Market on the part of the Food Vendor that the City deems to be contrary to the provisions of the Food Vendor agreement may result in administrative action in accordance with the provision of the agreement, including but not limited to suspension or ejection from the Market and/or future Market events.

Food Vendors shall notify the Market Manager or Market Master immediately or any unsafe conditions.

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

Food Vendors understand that the Market is not a forum for political or religious activities, except for at Plaza oneA and Info Alley.

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

C. RESPONSIBILITY AND RIGHTS OF PARKS

Parks shall not invoice the Food Vendor for seven and one half percent (7.5%) of gross sales.

The City retains the right to terminate the Market, or to change the times, dates, locations, and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes, and cancellations to all Food Vendors.

D. ASSIGNMENT OF AGREEMENT

The Food Vendor shall not assign or sub-contract this Agreement or any of its terms, except with prior written approval of the Parks Administrator.

E. BREACH OF AGREEMENT

In the event one of the parties 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 offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

F. TERMINATION

1. **Termination by mutual agreement:** The parties may terminate this Agreement prior to November 21, 2020 by mutual written agreement.

G. MISCELLANEOUS

1. **Enforcement:** In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the

Agreement shall bear expenses of such litigation, including, but not limited to, court costs and reasonable attorney fees.

2. **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.
3. **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 other 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.
4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
5. **Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: Marcia Veldman.
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Food and Beverage Food Vendor:

6. **Intent to be Bound:** Parks and the Food Vendor each bind 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.
7. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Food Vendor. 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.

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

Philippa M. Guthrie, Corporation Counsel

Paula McDevitt, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(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 _____, 2020.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____
County of Residence: _____



STAFF REPORT

Agenda Item: C-3
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Marcia Veldman, Market Coordinator
DATE: March 24, 2020
SUBJECT: FARMERS' MARKET FOOD AND BEVERAGE ARTISAN
RECOMMENDATION

Recommendation

A proposal review committee made up of three Farmers' Market Advisory Council members and two Market staff reviewed the proposals and make the following recommendations. In April Food and Beverage Artisans will only be able to sell packaged food to go.

Continue the agreements with the six Food and Beverage Artisans (FBA) whose contracts allow for their continuation.

Brown County Coffee would like to sell beans, prepared coffee, espresso drinks and hot cocoa in April through November.

Feast would like to sell tamales as well as an assortment of breakfast items and smoothies in April through November.

Piccoli Dolci would like to sell their authentic Italian and European pastries and baked goods, with some being packaged to take home and others intended for on-site enjoyment in April through November.

Scholars Inn Bakehouse would like to sell locally made and baked Artisan goods, including bread, bagels and pastries in April through November.

Sazon would like to sell tacos in April through October and Holiday Market.

Chris Voster would like to sell kettle corn in April through November.

Enter into contracts with the following FBA and Food Truck vendors. Since they are all

returning vendors, have the contract allow for an additional year if both parties are satisfied.

Muddy Fork Farm would like to sell their artisanal breads, baked goods and pizza in April through November.

And the following two Food Truck vendors.

Wild Alaska Salmon would like to sell on a twice monthly (1st and 3rd Saturdays) line-caught salmon in April – November.

Pili's Party Taco would like to sell tacos in April –November.

Enter into a one-year contract the following FBA.

BloomingBowls would like to sell acai bowls in April through October.

The following seven vendors are recommended for space sharing and therefore the committee recommends entering into one year contracts with each of them.

Aahaa Chai would like to sell chai in April through November. Needmore Coffee would like to sell coffee in May through October and Holiday Market. They would share a space.

Bloomingtea would like to sell tea in April through October. Lick would like to sell ice cream in May through October. They would like to share a space.

Pie First Bakery would like to sell pies every other week in May through October. On alternating weeks, 3 Dogs and a Mom would like to sell dog treats in May through October.

Sweet Claire would like to sell a variety of European style breads and rolls every other week in April through October. On alternating weeks, Ana Leon-Viveros would like to sell tamales, empanadas, and other Mexican food in April through October.

Additionally the committee recommends allowing staff to enter into agreements with interested applicants for selling at the Tuesday Market and extending the contracts through November of FBA that did not indicate interest in selling November, if desired.

Background

On January 13, 2020 staff sent a Request for Proposal (RFP) to 66 individuals and organizations who have expressed an interest in selling artisanal food at Market in the last two years. Additionally Legal Notices ran in the *Herald-Times* on a Sunday and Saturday informing the public of the RFP's. In an effort to inform the public more broadly about this opportunity we also sent notice to Downtown Bloomington Inc., the Bloomington Independent Restaurant Association and to Community and Family Resources, utilizing their network of community connections.

The RFP's established 10 criteria by which proposals would be evaluated; 1) Menu, 2) Production, 3) Price, 4) Customer Satisfaction, 5) Reliability, 6) Local Entity, 7) Market Product Balance, 8) Utilization of Local Product, 9) Interest in Non-Peak Season or Limited Occasion Sales, and 10) Fulfillment of Terms of Previous Agreement.

Seven of the PFV agreements in 2019 allowed for the continuation of the contract for one additional year if agreeable to both parties. Ten of the contracts terminated. Proposals were received by the deadline from seventeen businesses and individuals.

RESPECTFULLY SUBMITTED,

Marcia Veldman, Market Coordinator



Crystal Burris

crystalburris1@gmail.com

Submission Date
February 1, 2020 14:19

Business Name	3 Dogs and a Mom
Your Name	Crystal Burris
Address	4444 N. Maple Grove Rd. Bloomington, IN, 47404
Phone Number	(812) 929-9098
Email	crystalburris1@gmail.com
2. Days and Hours of Operation - Please indicate months interested in selling, and if you're willing to share a stall.	<div>Tuesdays from 4-8 p.m. (June 2-September 29)</div> <div>May-October (May 2-October 31)</div> <div>Interested in sharing a stall with another food and beverage artisan.</div>
3. Food & Beverage Offerings/Variety/Creativity/Taste	<p>3 Dog and a Mom offers limited ingredient dog treats. Our pastry treats are made using organic ingredients including organic eggs and grass fed beef. We will offer 2 options for treat size tiny/small and medium/large and 2 bag sizes. Our offering will include the following:</p> <p>* Combination Bags - a tasty combination of our standard pastry treats to include Pumpkin Paws, Apple Paws and Charlie's Sweet Potato Biscuits</p> <p>Blueberry Oat Bars - A combination of blueberries, peanut butter, bananas, oats and flour these are sure to please even the most picky of palettes.</p> <p>Crunchy Beef Meatballs - Our meatballs are made using grass fed beef and are our biggest seller.</p> <p>Our website address is www.3dogsandamom.com and we have a Facebook page named 3 Dogs and a Mom with a consistent following. We would be happy to provide samples to provide a better idea of what can be expected from us.</p>
Special Arrangements	<div>Intend to sell as a Home-Based Vendor</div>
4. Production	<p>Our dog treats are made in my home kitchen. We are in the process of building out a dedicated commercial kitchen which we anticipate will be completed by the end of March 2020. All finished treats will be provided in heat sealed, stand up pouches. We hold a commercial feed license for the State of Indiana. All our products have been tested by a professional lab and our labels approved by the Indiana Department of Chemistry.</p>
5. Price List	<p>For the Bloomington Farmer's Market, we will offer the following menu:</p> <p>Combination Pastry Treats (Pumpkin Paws, Apple Paws and Charlie's Sweet Potato Biscuits - 5 oz. - \$7.50 / 10 oz. \$11.50</p> <p>Blueberry Oat Bars - 8 oz. \$9.50 / 12 oz. \$13.50</p> <p>Crunchy Beef Meatballs - 8 oz. \$10.50 / 15 oz. \$16.50</p>
6. Customer Satisfaction	<p>I understand the importance of customer satisfaction and the impact it has on reputation and ultimately growing a business. I will personally see that any concerns are handled quickly and appropriately to ensure a positive experience for all my customers.</p>

7. Reliability

I have a reputation for being reliable. I stay true to my commitments and I'm prepared to make the investment to ensure I can meet the production needs of visitors to the market. I am a local homeowner and my hope is to give back to the Bloomington community.

8. Local Entities

Owned and operated in the City of Bloomington

10. Utilize Locally Grown or Raised Products

I am currently searching for locally grown options for both grass fed beef and organic cage free eggs. At this time, I purchase those items from our local grocery stores.

11. Criteria Specific to Non-Peak Season/Limited Occasion Vendors

There is no specific season for dog treats - they are a hit year round.

12. Previous Food and Beverage Artisans - I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.

No

Raji Muthukrishnan

aahaachai@gmail.com

Submission Date
January 20, 2020 20:31

Business Name

Aahaa Chai

Your Name

Raji Muthukrishnan

Address

6105 EAGLES NEST BLVD
zionsville, Indiana, 46077

Phone Number

(317) 410-2967

Email

aahaachai@gmail.com

2. Days and Hours of Operation -
Please indicate months interested
in selling, and if you're willing to
share a stall.

April (April 4-25)

May-October (May 2-October 31)

November (November 7-21)

Holiday Market (November 28)

Interested in sharing a stall with another food and beverage artisan.

3. Food & Beverage

Offerings/Variety/Creativity/Taste

All teas are hand crafted locally in small batches.

Product offerings include Loose leaf Chai/Tea, Pre-ordered Chai concentrate,
Brewed chai/iced tea in cup

Varieties:

Maharani's Bold Masala Chai - Authentic, Bold, Spicy, with caffeine

Lavender Vanilla Delight - Smooth, refreshing, with caffeine

Blissful Rose Chai - Smooth, pumpkin spices, with caffeine

ChocoMate Chai - Earthy, robust, herbal, with caffeine

Coconut Zing Chai - Mild, sweet, without caffeine base

Rooibos Kaapi Chai - Strong, with a bite like coffee, herbal, no caffeine

Serenity Chai - Caffeine free blend of ayurvedic herbs like Holy basil,

Ashwagandha, Brahmi, Gotukola with spices

Strawberry Peach Mojito - refreshing, minty, with green tea base

Tropical Mango Splash - Delicious, thirst quenching, earthy, with green tea base

Pina Colada Tea blend - fresh, tropical with oolong and black tea base

White Blueberry Sarbeth - White tea base with sarsaparilla, dried blueberry

Chai Falooda - NEW- Chai with soft serve ice cream, basil seeds, jelly and fruits

Special Arrangements

Electricity (Detailed information should be noted by the menu item. There is
limited electricity.)

4. Production

All our blends are crafted, blended and brewed locally at a state health
department approved production place at Indianapolis. All blends are made with all
organic and natural ingredients. Each of our blends are carefully handcrafted in
small batches to include ingredients with great health benefits and to bring out the
best and unique taste in them

5. Price List

Free samples

Loose leaf bags:

1 oz- \$5, 5 oz- \$20, Sampler bags- \$15

Cups:

Small cups- (10 oz hot/12 oz cold) - \$3.5

Large cups - (12 oz hot/16 oz cold) - \$4.5

Pre-ordered concentrates - \$10

6. Customer Satisfaction

We value customer satisfaction and feedback very much. We passionately work on
creating and serving our customers with unique chai selections that are exclusive,
diverse and delightful. We have a variety for everyone. Caffeine/ No caffeine,
Sweetened/Unsweetened, Hot/Cold, and Varieties with Black Tea/Green Tea/
Herb. Some feedbacks on our business is shown below

"Great product! I appreciate that its local and that it is fresh" - Leanna

"I have traveled around the world to 6+ countries, nothing has tasted as high quality

and authentic as their masala chai" - Jonathan

"Hot or iced, the coconut zing is a great way to start my morning. There is a flavor for everyone in the family" - Kelly

"I had never had chai tea before. They had me at first sip! Absolutely delicious!" - Carenza

"The lavender vanilla chai is the best i have ever had! Delicious hot or cold " - Stacey

7. Reliability

Aahaa Chai has not missed any market in the past 3 years. Be it rain/snow/wind, I love being there to serve our customers and have a great appreciation for the customers who show up to support local vendors every Saturday.

Aahaa chai and the team always work to serve customers with smile, speed and promptness.

8. Local Entities

Outside Monroe County (include county name below)

Marion

10. Utilize Locally Grown or Raised Products

Only very limited of the ingredients used can be sourced locally.

12. Previous Food and Beverage Artisans - I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.

Yes



Food and Beverage Artisan Vending Stand Proposal

City of Bloomington
Parks and Recreation Department
401 N. Morton Street, Suite 250
Bloomington, Indiana 47404
812-349-3700

1. General Information

Business Name:	BloomingBowls
Name:	Julia H. Tobin
Address:	4307 E. Bill Mallory Blvd.
City/Zip:	Bloomington IN 47401
Phone Number:	(812) 345-3399
Email Address:	juliehtobin@gmail.com

2. Days and Hours of Operation

	Please indicate months interested in selling, and if you're willing to share a stall:
	Tuesdays from 4 - 8 p.m. (June 2 - September 29)
✓	April (April 4 - 25)
✓	May - October (May 2 – October 31)
	November (November 7 – 21)
	Holiday Market (November 28)
✓	Interested in sharing a stall with another food and beverage artisan.

3. Food & Beverage Offerings/Variety/Creativity/Taste

BloomingBowls' unique concept hopes to contribute to a positive farmers' market atmosphere and encourage customers to consume foods that are attractive, healthful and delicious. We promote inclusion and diversity of both its products and customers.

An açai (ah-sigh-ee) bowl is a dish filled with a thick smoothie base garnished with berries, granola and various other toppings. The açai berry, which originates from Brazil, contains antioxidants, minerals, healthy fats and vitamins. Açai berries are a low sugar fruit, but contain excellent amounts of iron, calcium, fiber, and vitamin A. No wonder açai is considered a powerful superfood, especially when topped with additional powerhouse foods such as fresh fruit, homemade granola, chia seeds, nut butter, local honey and more! It's like eating a bowl of ice cream loaded with health benefits!

Initially four bowls will be offered in order to control quality and keep costs down:

Bee Original:

Acai', Banana, Strawberries, Homemade Granola, Chia Seeds, Local Honey Drizzle

Bee Fruitful:

	Special Arrangements
<input type="checkbox"/>	Water (There is limited access to water.)
<input type="checkbox"/>	Electricity (detailed information should be noted by the menu item. There is limited electricity.)
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Intend to sell as a Home Based Vendor

4. Production

Because BloomingBowls has planned to share a space at the market, a limited variety menu of four bowls will initially be offered. If a full space is granted, a larger variety of açai bowls will be provided.

At the outdoor market, a tent will be utilized to protect the product from direct sunlight and weighted to prevent poles from creating hazards. Three tables will be set up in a semi-circle - one to take and serve orders, one for a portable hand-washing station, a freezer (holding 6 gal. of Acai - 596 scoops) and utensils, and one to assemble bowls. We utilize a 52dB gas-powered generator eliminating the need for market electricity. Bowl toppings will remain covered and iced. Enlarged laminated photos and professional menus will be displayed so customers can see what they are purchasing.

BloomingBowls hopes to hand out samples to explain the benefits of our product and allow direct interaction with market customers.

5. Price List

Three sizes of bowls will be offered:

Small -\$7

Medium -\$9

Large - \$12

We are selling freshness, flavor, texture, quality and all the benefits associated with local, farm-grown products.

6. Customer Satisfaction

Plastic table covers will remain clean and wrinkle free. Pricing signs will be neatly displayed on the back wall of the tent as well near the ordering location. The BloomingBowls' logo may be printed on the front top section of the tent.

Excellent customer service shall prevail at all times regardless of weather or business level at the booth.

7. Reliability

While I am not currently in the food service business, I have approximately eight years of experience working in restaurant kitchens, catering, and even an indoor food cart. I understand the complexity of safe food handling and food preparation. I anticipate a total of three workers needed during peak hours of the market: (1) to take orders and payments and (2) two make and deliver bowls to customers. Bowl toppings will be quickly measured out to ensure consistency.

8. Local Entities

<input type="checkbox"/>	Owned and operated in the City of Bloomington
<input type="checkbox"/>	Owned and operated in Monroe County
<input type="checkbox"/>	Outside Monroe County:

9. Market Product Balance

10. Utilize Locally Grown or Raised Products

BloomingBowls will use Indiana produce and honey to ensure that market customers are being provided with the highest quality ingredients. Preference will be given wherever and whenever possible to Bloomington and Monroe County farmers for its fruit, berries and honey to ensure that our bowls support our local food producers and community.

BloomingBowls hopes to build community, provide fresh, nutritious food and support local business. The Farmers' Market is one of the few places that allows our diverse and wonderful community to come together as one.

We look forward to providing a sampling of our bowls!

11. Criteria Specific to Non-Peak Season/Limited Occasion Vendors

12. Previous Food and Beverage Artisans

	I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.
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Jenny Frederickson

jenny@btowntea.com

Submission Date
January 29, 2020 17:16

Business Name	Bloomingtea
Your Name	Jenny Frederickson
Address	615 W Kirkwood Ave Bloomington, IN, 47404
Phone Number	(812) 360-9241
Email	jenny@btowntea.com
2. Days and Hours of Operation - Please indicate months interested in selling, and if you're willing to share a stall.	April (April 4-25) May-October (May 2-October 31)
3. Food & Beverage Offerings/Variety/Creativity/Taste	Hot Tea (25 varieties, approximately 10 black, 5 green, 5 herbal, 5 apothecary) Iced Tea (4 varieties) Kombucha (3-4 varieties) Loose Leaf Tea (25 varieties, same as hot selection)
Special Arrangements	Electricity (Detailed information should be noted by the menu item. There is limited electricity.)
4. Production	Hot tea steeped to order Iced tea prepared off-site and brought in urns Loose leaf prepackaged in bags and tins
5. Price List	Hot tea \$2.50 (12oz) or \$3.25 (16oz) Iced tea \$3(16oz) or \$4(22oz) Kombucha \$4 (12oz) Loose leaf \$2-6 per oz
6. Customer Satisfaction	We ask for, gratefully receive and positively respond to customer feedback.
7. Reliability	As we did in 2018, we will be at the market each week with a staff of at least 2 employees.
8. Local Entities	Owned and operated in the City of Bloomington
10. Utilize Locally Grown or Raised Products	Unfortunately, all tea is grown overseas.
12. Previous Food and Beverage Artisans - I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.	Yes



Amanda Baird

amanda@groomsvillepopcorn.com

Submission Date
January 30, 2020 01:49

Business Name	Groomsville Popcorn
Your Name	Amanda Baird
Address	7642 W 450 N Sharpsville, IN, 46068
Phone Number	(765) 479-5585
Email	amanda@groomsvillepopcorn.com
2. Days and Hours of Operation - Please indicate months interested in selling, and if you're willing to share a stall.	April (April 4-25) May-October (May 2-October 31)
3. Food & Beverage Offerings/Variety/Creativity/Taste	<p>Groomsville Popcorn is non-GMO popcorn grown directly by us! We provided only the best and only what we grow.</p> <p>Our product line:</p> <ul style="list-style-type: none">-Popped Sea Salt & Coconut Oil Popcorn (Our version of Skinny Pop)-Popped White Cheddar Popcorn (Our version of Skinny Pop)-Popped Kettle Popcorn (can be popped on-site)-Popped Caramel Popcorn-Popped Cheddar Cheese Popcorn-Popped Caramel & Cheddar Cheese Mix-Popcorn Kernels (white and yellow)-On-the-ear popcorn kits
Special Arrangements	once a month vendor from May-October
4. Production	Our farm is dedicated to being good environmental stewards to our land. Amanda Baird has an Environmental Science degree and oversees the popcorn production. We are always trying to bring life back into our soils. We are a local product! From start to finish we are with the popcorn every step of the way! All of our popcorn is non-GMO and sustainability grown.
5. Price List	Our products range from \$4-\$8
6. Customer Satisfaction	We stand behind our product. If a consumer is unsatisfied we offer a refund and a new product. We are dedicated to growing a healthy snack that everyone can enjoy!
7. Reliability	Groomsville Popcorn prides itself in never missing a market rain or shine! We will be there with a smile on our face.
8. Local Entities	Outside Monroe County (include county name below) Tipton County
10. Utilize Locally Grown or Raised Products	All of our products are grown on our family popcorn farm.
11. Criteria Specific to Non-Peak Season/Limited Occasion Vendors	We would like to apply to be full-time in April and once a month May-October
12. Previous Food and Beverage Artisans - I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.	No

Cheryl Riddle

Huckleberrywinery@gmail.com

Submission Date
January 19, 2020 19:27

Business Name	Huckleberry Hill Winery
Your Name	Cheryl Riddle
Address	7126 East SR 54 Bloomfield , IN , 47424
Phone Number	(317) 850-4445
Email	Huckleberrywinery@gmail.com
2. Days and Hours of Operation - Please indicate months interested in selling, and if you're willing to share a stall.	May-October (May 2-October 31) November (November 7-21) Holiday Market (November 28)
3. Food & Beverage Offerings/Variety/Creativity/Taste	Wines grown from Indiana Grown fruits Blackberry Toasted Marshmallow Cotton Candy Huckleberry Pear Peach Watermelon And more...
Special Arrangements	Water (There is limited access to water.)
4. Production	Wines made by hand in 5 gallon carboys in our farm winery barn located in Bloomfield, IN Made all year long 7 award winning wines in international competition through Purdue
5. Price List	15.00 - white wine 20.00- red wine
6. Customer Satisfaction	Facebook- 5 star
7. Reliability	Always 100% reliable, our reputation depends on it
8. Local Entities	Outside Monroe County (include county name below) Greene County
10. Utilize Locally Grown or Raised Products	Yes Blackberries- Miller Berry Farm Peaches- from Gosport, our yard Pear- from Gosport, our yard Persimmons- our winery trees Blueberries- from local Amish farmer market Apples- from Gosport, our yard Watermelon- from Owen County farmer market vendor Etc...
11. Criteria Specific to Non-Peak Season/Limited Occasion Vendors	Not limited, our wines are continually made year round and made from fruits from the current season
12. Previous Food and Beverage Artisans- I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.	No

Larisa Shevtsova
tilllove254@gmail.com

Submission Date
January 16, 2020 18:40

Business Name	N/A
Your Name	Larisa Shevtsova
Address	518 E. Graham pl. Bloomington, IN, 47401
Phone Number	(812) 325-7876
Email	tilllove254@gmail.com
2. Days and Hours of Operation - Please indicate months interested in selling, and if you're willing to share a stall.	Tuesdays from 4-8 p.m. (June 2-September 29) April (April 4-25) May-October (May 2-October 31) November (November 7-21) Holiday Market (November 28) Interested in sharing a stall with another food and beverage artisan.
3. Food & Beverage Offerings/Variety/Creativity/Taste	A wide variety of baked cookies - French cookies, like Madeleine cookies, European cookies, Russian pryaniks, Challah, sugar buns, brownies, pies, muffins, cakes. All baked goodies are freshly baked, very creative, attractive, and incredibly delicious. I could have provided a bottled water and drink.
Special Arrangements	Intend to sell as a Home-Based Vendor
4. Production	Hand made, baked out of scratches, using high quality and fresh products, according to the professional recepies.
5. Price List	I will keep prices as low as possible, majority is \$1-5.
6. Customer Satisfaction	Very high. Everyone loves my baked stuff.
7. Reliability	I will be available every day the market operates.
8. Local Entities	Owned and operated in the City of Bloomington
10. Utilize Locally Grown or Raised Products	Yes.
11. Criteria Specific to Non-Peak Season/Limited Occasion Vendors	I will keep all baked goodies at the highest standart according with a coming holiday theme.
12. Previous Food and Beverage Artisans - I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.	No



Meredith Kong
lickllc@gmail.com

Submission Date
January 21, 2020 15:06

Business Name

Lick Ice Cream

Your Name

Meredith Kong

Address

1125 E Brookside Ave Ste C11

Indianapolis , IN, 46202

Phone Number

(317) 979-0237

Email

lickllc@gmail.com

2. Days and Hours of Operation -
Please indicate months interested
in selling, and if you're willing to
share a stall.

May-October (May 2-October 31)

3. Food & Beverage
Offerings/Variety/Creativity/Taste

Gourmet made from scratch ice cream

4. Production

We are a licensed pasteurizer, which means our ice cream is made completely from
scratch using all organic dairy, cane sugar, and local ingredients whenever possible.

5. Price List

\$5/cup
\$10/pint

6. Customer Satisfaction

Our customer base is growing everyday, partly due to our amazing product, and
partly due to our amazing customer service. We make sure every customer is 100%
happy with their purchase or we'll refund them completely.

7. Reliability

We make it a point to attend every single market in the summer.

8. Local Entities

Outside Monroe County (include county name below) Marion

10. Utilize Locally Grown or Raised
Products

We use local produce including strawberries, blueberries, blackberries, pumpkin,
apples, and herbs.

12. Previous Food and Beverage
Artisans - I am a returning Food and
Beverage Artisan who has fulfilled
the terms of previous agreements,
including paying 10% of gross
proceeds.

No



Cory Sampson

corybsampson@outlook.com

Submission Date
February 2, 2020 21:14

Business Name
Your Name
Address
Phone Number
Email

Made in House LLC
Cory Sampson
903 CLOVER DR
ELLETTSVILLE, IN, 47429
(317) 908-8300
corybsampson@outlook.com

2. Days and Hours of Operation -
Please indicate months interested
in selling, and if you're willing to
share a stall.

Tuesdays from 4-8 p.m. (June 2-September 29) April (April 4-25)

May-October (May 2-October 31) November (November 7-21)

Holiday Market (November 28)

Interested in sharing a stall with another food and beverage artisan.

3. Food & Beverage
Offerings/Variety/Creativity/Taste

Indiana Fermentation Co. is Indiana's only supplier of fresh Tempeh, a close cousin to the more familiar soy product, tofu. Instead of making a bean curd out of soybeans (tofu), tempeh consists of cooked soybeans that have been inoculated with the mold strain *rhizopus oligosporus*. After cooking and inoculating the beans, the product is placed in an incubation chamber for 24hr where the perfectly safe and tasty fermentation occurs to create our product, tempeh. Tempeh is popular among vegetarians and vegans for its high protein content per pound. described as having a nutty, earthy flavor similar to a mushroom for the basic soy version. There are countless varieties of tempeh and the flavor changes with adding different beans, nuts, seeds, and grains. You can find tempeh in most grocery stores sold by national brands such as Light Life. They typically have a multigrain and a bacon flavored product.

In order to bring in customers we plan to sample our product with free single bite servings. We also plan to sell rotating single serving food items such as "tacos", "burgers", "chili", etc. This will allow customers to see and taste different ways to use our product. Although we will serve single food items, we will primarily be selling our tempeh by the pound. Our product line will consist of a standard soybean tempeh and a standard chickpea tempeh as well as a rotating seasonal product line. Our spring and summer seasonal offering will include a tempeh with yellow/orange lentils and sunflower seeds. For fall and winter we plan on offering chickpea and pumpkin seed tempeh. This is our basic plan for right now and we will continue to try and innovate new flavors to bring with us throughout the market.

For utilities, we plan on bringing our own water in 5 gallon water coolers. We would like to use 2 table top propane burners and 2 counter top food warmers. Total amps = 11.6.

At this time we plan on using a couple portable gas burners to warm up and serve food. We would like to have access to electricity

Special Arrangements

Electricity (Detailed information should be noted by the menu item. There is limited electricity.)

4. Production

We have custom built our fermentation chamber that is capable of producing 200+ pounds of tempeh every day. Once finished, we freeze our product for transportation and sale. All product from samples, single serving items, and tempeh

by the pound will be prepared at One World Kitchen Share before the market. Theoretically we should only need half a booth with a table to setup our food warmers and portable ranges to heat and serve. All of our product that isn't being heated up will be kept frozen in portable coolers.

5. Price List

We have 4 tiers of pricing:

1st tier is free single bit samples of marinated and skillet fried tempeh.

2nd tier is small bite, single serving food such as tempeh tacos, burgers and chili. This will be set at a different price point for each ranging from \$1-\$5. Our goal is to bring in customers and get them familiar with our product.

3rd tier is basic soybean or chickpea tempeh. This is our base product that will sell for \$5/pound. (a typical serving is a quarter pound)

4th tier is our premium/seasonal tempeh. Lentil with sunflower seed, chickpea with pumpkin seeds, sprouted corn with barley and quinoa, etc. These will sell for \$6-\$8 per pound depending on tempeh.

6. Customer Satisfaction

We have been in the food industry collectively for 20+ years working positions from dishwasher, line cook, head chef, and owner. We understand that the Bloomington Farmer's Market as an important touch point for our business to create relationships with our customers and educate the public about our product. We take pride in our business, product, and farmers market.

7. Reliability

As stated before, we are not new to the service industry and understand what it takes to give the patrons of the farmers market quality service. We have catered events of 5,000+ people, weddings, and other private parties. With over 20+ years of combined experience, we believe ourselves capable of running an artisan food stand at the market to our fullest abilities.

8. Local Entities

Owned and operated in Monroe County

10. Utilize Locally Grown or Raised Products

While soybeans and corn are staple crops of Indiana, The majority of beans and other grains are shipped out of the state. At this time we are unable to source our ingredients locally while maintaining a reasonable price. However, as we grow we are continually searching for additional options to bring a product to market using local ingredients in the future.

11. Criteria Specific to Non-Peak Season/Limited Occasion Vendors

Products are always in season and we are selling our product year round. You won't find fresh tempeh at any other market in Indiana. "The Farm" in Tennessee might be the closest place you can find it.

We hope to provide our version of tempeh that reflects the agriculture of Indiana.

12. Previous Food and Beverage Artisans - I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.

No

Katie Zukof

muddyfork@gmail.com

Submission Date
January 16, 2020 15:30

Business Name
Muddy Fork Bakery

Your Name
Katie Zukof

Address
4595 Earl Young Rd.
Bloomington, IN, 47408

Phone Number
(812) 624-1104

Email
muddyfork@gmail.com

2. Days and Hours of Operation -
Please indicate months interested
in selling, and if you're willing to
share a stall.

Tuesdays from 4-8 p.m. (June 2-September 29)

April (April 4-25)

May-October (May 2-October 31)

November (November 7-21)

Holiday Market (November 28)

3. Food & Beverage
Offerings/Variety/Creativity/Taste

Muddy Fork Bakery is home to Indiana's only wood-fired, brick-oven bakery, where we make the finest sourdough and whole-grain breads and stellar pastries. We mill organic heirloom wheat, rye and Kamut fresh for each bake on a stone mill. We make our bread in the ancient tradition—lots of water, freshly milled flour, salt, a wild leavening culture, baked directly on the wood-fired hearth. We bake our bread and pastries overnight and bring it at the peak of freshness to the farmers' market.

Our breads include (all \$5.75 unless otherwise noted)

- Heirloom wheat
- Rustic sourdough
- Jewish rye
- Danish rye
- Seeded Kamut
- Whole & Fennel Kamut
- Gluten-Free (\$6.50)
- Baguettes
- Croissant loaves (\$6.50)
- Focaccia (baked fresh at market!)

- Scones made with seasonal fruit (\$3)
- Croissants- 9 varieties: (most \$3.75)

Ø Plain

Ø Cinnamon Swirl

Ø Almond

Ø Pretzel

Ø Chocolate

Ø *Ham and Swiss (\$4.50)

Ø *Chard and Swiss (\$4.50)

Ø Apple

Ø Seasonal fruit (including strawberries & homemade "not-tella", peaches and cream, lemon cream & blueberry and pumpkin pie.) (\$4.50)

- Soft pretzels (\$2.75)
- Granola (\$6.25 for 10 oz. or \$15.75 for 2 lbs.)
- Granola bars (\$2.75 or 4 for \$10)
- Muesli (\$6.25 for 10 oz. or \$15.75 for 2 lbs.)
- Grain-free Granola Bites (\$6.25 for 7 oz/\$15.75 for 22 oz.)
- Pancake Mix (\$5.50)
- Freshly-milled flour (by special order only)

Pizza with seasonal local and/or home-grown vegetables, local meat & eggs

(\$4.50 a slice)

Smoothies with market berries, vegan smoothies with market or home-grown greens & frozen hot chocolate (\$5.25)

Lemonade with market berries (\$2.50)

Organic hot chocolate (\$3.25)

Electrical Needs:

- Warmer for pretzels, croissants: 3.25 amps
- Blender for smoothies: 13 amps (not running continuously)
- Warmer for pizza: 3.96 amps
- Cocoa heater (not used at same time as blender): 3.33 amps
- Pizza oven: 2850 watts, 20 amp outlet—needs 208-240 volt receptacle.

Special Arrangements

Electricity (Detailed information should be noted by the menu item. There is limited electricity.)

4. Production

We have demonstrated the ability to prepare and provide ample product over the past ten years. We often have product available on the busiest market days when other vendors are sold out. This is in part due to our pizza operation—we always bring more dough and toppings than we are expecting to sell and can continue to make pizzas during the lunch hour when most other vendors are sold out.

5. Price List

See #3 above

6. Customer Satisfaction

Our customers are satisfied with our products. Here are a few testimonials:

"My wife is German, and grew up down the valley from a 15th century mill, whose current owners specialize in organic, artisanal breads. This European tradition of rich, healthy breads is hard to find in the American Midwest, but we finally found it in Muddy Fork Farm. Their breads are delicious, and help one to understand how bread can be the staff of life." (Joseph Fitzgerald).

"Eric, the croissant we purchased from you this morning at the winter market... absolutely world class fantastic! The delicate crisp toasted exterior, gorgeous color, and that sumptuous buttery airy layered interior, with the perfect chew.. best Bloomington has ever experienced. Bravo! Your hand churned butter and mastery of the laminating dough process, with perfect cooking, is a true delight." (Robert Shakespeare).

7. Reliability

We have demonstrated reliability during our past ten seasons as vendors at the Bloomington Community Farmers Market. In ten years, the only markets we have missed were one for each of the births of our daughters and one immediately following the bakery fire in 2014. We have also been conscientious about paying our 10% of gross proceeds as well as our vending fee on time and have never made a late payment. We are also conscientious about paying sales tax, which applies to beverages and hot foods, as well as payroll tax and workers' comp for our employees.

8. Local Entities

Owned and operated in Monroe County

10. Utilize Locally Grown or Raised Products

We spend approximately \$160 per week with vendors at the BCFM.

New in 2019-- we began purchasing heirloom wheat berries, soft wheat berries, rye berries and sifted wheat flour made from wheat grown on Janie's Farm in Ashkum, IL, 189 miles from Bloomington. These grains/flours are in almost all of our breads as well as in the scones & pizza dough.

In sourcing ingredients, our first preference is for ingredients that are both locally-grown and organic,

followed by locally-grown but not organic, and if the ingredient is not available locally, we use organic ingredients of the highest quality available. We also grow some of our own ingredients (tomatoes, Swiss chard, poblanos, garlic, kale, peppers, butternut squash, herbs and basil) in order to achieve the quality and freshness that we are seeking. We feel that the expense of local products is well worth the high quality of our ingredients and the support of our local farmers.

The following is a list of ingredients we use and where they come from:

- Eggs, sausage & bacon are from Schacht Farm
- Butternut squash, garlic, poblanos, peppers, tomatoes, kale and Swiss chard, basil and culinary herbs for were grown at Muddy Fork in 2019. We also bought some of these items at the market from time to time from vendors including: Kevin Graber, Living Roots, Moon Valley Farm, Poseys & Pumpkins.
- Honey is from Hunter's Honey
- Pork lard is from Rhodes Family Farm
- Spinach & chard is from Blue Hour Farm, Freedom Valley Farm & Moon Valley Farm.
- Croissant, scone & parfait fruit are local, usually from market vendors. Peaches and apples are from Olde Lane Orchard. Strawberries are from Heartland Family Farm & Kevin Graber. Raspberries are from Kevin Graber and Mark Eskew, Blackberries are from Kevin Graber, Blueberries are from vendor that specializes in blueberries (forgot their name).
- Swiss cheese for croissants & yogurt for parfaits is from Twilight Dairy.
- Ham for croissants is from Smokin' Goose.
- Mozzarella for pizza comes from Ludwig Farmstead Creamery (IL- 146 miles from B'ton)
- Rye berries, Soft wheat berries for scones & pizza, heirloom wheat for Rustic Sourdough, Wheat, Jewish rye and Seeded Kamut breads is grown on Janie's Farm in IL (189 miles from B'ton).
- We make the almond paste for the almond croissants from scratch.
- Most other ingredients are certified organic.
- We use fair-trade cinnamon and sugar.

12. Previous Food and Beverage Artisans - I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.

Yes



Food and Beverage Artisan Vending Stand Proposal

City of Bloomington
Parks and Recreation Department
401 N. Morton Street, Suite 250
Bloomington, Indiana 47404
812-349-3700

1. General Information

Business Name:	Needmore Coffee Roasters
Name:	Katie Mysliwiec
Address:	104 N Pete Ellis Dr, Unit E
City/Zip:	Bloomington, IN 47408
Phone Number:	(812) 727-0204
Email Address:	info@needmoreroasters.com

2. Days and Hours of Operation

	Please indicate months interested in selling, and if you're willing to share a stall:
	Tuesdays from 4 - 8 p.m. (June 2 - September 29)
✓	April (April 4 - 25)
✓	May - October (May 2 – October 31)
✓	November (November 7 – 21)
✓	Holiday Market (November 28)
	Interested in sharing a stall with another food and beverage artisan.

3. Food & Beverage Offerings/Variety/Creativity/Taste

	Special Arrangements
✓	Water (There is limited access to water.)
✓	Electricity (detailed information should be noted by the menu item. There is limited electricity.)
	Other:
	Intend to sell as a Home Based Vendor

4. Production

Preparing enough coffee and being able to brew and serve customers at the Bloomington Community Farmers' Market is not a problem, which I believe I proved by being a successful vendor at this market last year. With a shop here in Bloomington, I have the ability to roast and provide more than enough coffee to serve Market customers. Staffing the booth at the Community Farmers' Market will not be an issue as I already have plenty of staff for my shop and have the ability to hire more staff if needed.

5. Price List

Pour-Over Brewed Coffee \$3.30 to \$4.40
Cold Brew Coffee \$4.12
Signature Hot Coffee Drinks \$5.50 to \$6.60
Signature Iced Coffee Drinks \$5.50
Watermelon Lemonade \$4.40
Hot Chocolate \$3.30
Biscotti \$2.25
Bagged Coffee \$15 to \$16 (receive a free cup of coffee with purchase of a bag)
Aero-Press Brewed Coffee \$3.85

6. Customer Satisfaction

Customer service and product quality go hand-in-hand and I strive for the highest in both categories. My staff and I provide wonderful customer service from greetings, to answering questions, to providing information/education, to making asking questions and making product suggestions. Presentation is also extremely important. We will have our products displayed in a tasteful and welcoming manner as well as have an easy to read menu.

7. Reliability

Having run a booth at the largest market in Northwest Indiana has set me up to transition into running a successful booth at the Bloomington Community Farmers' Market. I also ran a successful booth at the Bloomington Community Farmers' Market in 2018 and 2019. I also now have more staff members currently at my shop, all of whom I trust to work the booth at the Community Farmers' Market. I also have a budget to ensure I have all supplies, and ability to replace supplies that are needed to have a successful booth.

8. Local Entities

✓	Owned and operated in the City of Bloomington
	Owned and operated in Monroe County
	Outside Monroe County:

9. Market Product Balance

The Board of Park Commissioners with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

10. Utilize Locally Grown or Raised Products

11. Criteria Specific to Non-Peak Season/Limited Occasion Vendors

Does not apply.

12. Previous Food and Beverage Artisans

✓	I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.
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Louise Miracle

piefirstbakery@hotmail.com

Submission Date
January 16, 2020 01:09

Business Name
Your Name
Address
Phone Number
Email

Pie First Bakery
Louise Miracle
737 North County Line Road East
Gosport, INDIANA, 47433
(812) 876-1207
piefirstbakery@hotmail.com

2. Days and Hours of Operation -
Please indicate months interested
in selling, and if you're willing to
share a stall.

May-October (May 2-October 31)

Interested in sharing a stall with another food and beverage artisan.

3. Food & Beverage
Offerings/Variety/Creativity/Taste

I'd like to, once again, be at the Market every other Saturday, thereby having a full booth space alternating with another vendor every other week.

Pie First Bakery takes its role seriously as "the place for pie" in Bloomington. Over 90 types of PIES are available, and a selection will be offered each week we're at the Market. Examples include blackberry, blueberry, blueberry-peach, cherry-apple, very berry, apricot, peach, rhubarb, strawberry-rhubarb, along with apple, dutch apple, caramel apple, Hoosier sugar cream, pecan, chocolate bourbon pecan and orchard pie (to name a few!). We're proud of our crust and have a loyal following of pie-enthusiasts who take advantage of our "Frequent Pie-er Card." TARTS are also a speciality; these are 4-inch individual tarts featuring either pastry or shortbread crusts. A sample of our offering includes apricot with marzipan, almond frangipane, French Silk chocolate, chocolate fudge pecan truffle, lemony-lemon, peach with cardamom, rhubarb, and many berry tarts. We also have COOKIES which are jumbo, including chocolate chunk-walnut, double chocolate espresso, peanut butter, Amish sugar cookies, Swedish almond, biscotti, white chocolate with dried cherries, molasses and white chocolate with macadamia nuts. Our MUFFINS are also jumbo, each presented in a brown bakery muffin paper, and include such flavors as banana-walnut, lemon poppyseed, cranberry-orange, peach cobbler and apple streusel. Another customer favorite are our authentic English SCONES. These are not the dry, cakey biscuits usually found here in the States and called "scones." Ours are authentic and we have quite a loyal following. Flavors include cranberry-walnut, apricot-almond, lemon poppyseed and date oatmeal. Another crowd-pleaser is our OOY-GOOY CINNAMON ROLLS. It's not unusual for customers to buy a half dozen of these and freeze them -- they are huge, gooey, full of cinnamon and brown sugar and covered with a rich cream cheese glaze. We also have a maple-pecan version. We also have a customer favorite, SWEETIE PIES. These are 5-inch handpies in a variety of flavors, including peach, cherry, Nutella and blueberry.

IN TERMS OF MORE SAVORY ITEMS, we have QUICHE. Our same flaky crust is used with several fillings: Jarlsberg with sun-dried tomato, Feta with spinach, authentic Quiche Lorraine, and potato with bacon and parsley. Other savory items include various SCONES such as cheddar with herbs and bacon. Savory MUFFINS include cheddar cheese with corn, Feta with spinach.

Each week we're at the Market, we bring a variety of all our PIES, TARTS, COOKIES, MUFFINS, SCONES, QUICHE and CINNAMON ROLLS.

4. Production

All our baked goods are made in our Certified Food Kitchen, inspected by both the Owen and Monroe Counties' Boards of Health. We have a separate building on our property which is our bakery kitchen. All baked goods are presented either in their own white bakery box, white bakery bag, or clear plastic clamshell; all ingredients are clearly marked for customers to see.

At the Market, all pies are displayed in 2 pie display cases that are enclosed acrylic so that pies are kept fresh and completely away from any dust, etc. All tarts are displayed in lidded acrylic boxes, as are the muffins, cookies and scones. Cinnamon rolls are brought to the Market in plastic clamshells.

We are proud of using the finest ingredients, along with no preservatives and additives. All our batters and doughs are made by hand -- no machine mixing!

5. Price List

PIES, 9-inch diameter, \$24.00
TARTS, 4-inch diameter, \$5.50
COOKIES, \$3.50
SCONES, \$4.50
MUFFINS, \$4.50
QUICHE, \$6.00
SWEETIE PIES, \$4.00
CINNAMON ROLLS, \$6.00

6. Customer Satisfaction

This will be our 6th year of vending at the Summer Farmers' Market, and we have developed quite a loyal following. Some of our customers tell us they come all the way over from Terre Haute and Indianapolis to buy our pies and scones, in particular. Each week, we're asked if we have a store front where customers can buy our baked goods (we don't but wish we did!). We take pride in knowing our regular customers by name and enjoy providing them with their favorite baked goods (e.g., Michael loves our lemony-lemon tarts and Chris routinely brings his grandson each Saturday we're at the Market for their "Cinnamon Roll Saturday." We know many customers who buy their pie first, then go to the farmers' section of the Market and plan their meal around the dessert they've just purchased. As the summer draws to a close, we take orders for Thanksgiving pies. This past Thanksgiving we had orders for 104 pies, most of whom were Market customers. Each Market we're also asked if we give classes since many customers would love to know how to make our flaky pie crusts and cinnamon rolls. No classes yet, but we may in the future. Finally, having Pie First Bakery is not just a revenue stream for us, but as important it's a way for us to provide quality baked goods to our community. We're proud to be a vendor with the Bloomington Summer Farmers' Market and do all we can to promote it and provide the best baked goods possible.

7. Reliability

This is just not a problem with us. We're committed to being the best vendor possible at the Market. One of the services we provide is providing special orders for customers. We regularly have 8-12 pies per Market week that are called in by customers to be picked up at the Market. We make it a point to contact the customers the night before to let them know we have their pies ready. We love taking special orders for any of our baked goods. One elderly gentleman a year or two ago asked if we could make him and his brother (visiting from Oregon) a "blackberry cobbler just like our Mother made." We asked a lot of questions, and got that cobbler to the 2 brothers; lots of wonderful feedback came our way later! In terms of reliability selling at the Market so that customers (hopefully) don't have to wait too long in line, in addition to Louise (owner, baker), we also employ another person to help at our booth each Market.

8. Local Entities

Outside Monroe County (include county name below) Owen

10. Utilize Locally Grown or Raised Products

Eggs from our own flock of chickens; tomatoes from our garden; dried herbs from our garden. Our fruit comes from the family owned and run (Owen County) Rice's food locker.

12. Previous Food and Beverage Artisans - I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.

Yes



Polly Shields and Nancy Piper

nspiper@yahoo.com

Submission Date
February 3, 2020 19:42

Business Name	Polly,s Popsicles
Your Name	Polly Shields and Nancy Piper
Address	1386 Leatherwood Road Bedford, Indiana, 47421
Phone Number	(812) 797-1961
Email	nspiper@yahoo.com
2. Days and Hours of Operation - Please indicate months interested in selling, and if you're willing to share a stall.	Tuesdays from 4-8 p.m. (June 2-September 29) May-October (May 2-October 31)
3. Food & Beverage Offerings/Variety/Creativity/Taste Special Arrangements	Gourmet Popsicles OtherWe make
4. Production	We make 300 to 750 per per location
5. Price List	\$3.00 each popsicles. Frozen cheesecakes. \$5.00 each
8. Local Entities	Lawrence
10. Utilize Locally Grown or Raised Products	We local fruits when possible
11. Criteria Specific to Non-Peak Season/Limited Occasion Vendors	We are a year around business
12. Previous Food and Beverage Artisans - I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.	No

Our Sweet Stuff

Brioche



\$3.50-\$3.75

Indiana sales tax of 7% included in the prices

- Brioche (no filling)
- Brioche w/ Chocolate
- Brioche w/ sharp Cheddar
- Bear Claws w/ almond filling
- Bear Claws w/ pistachio
- Fruit/cream cheese
- Brioche almond/cherries snails
- Brioche pistachio/choc chip snails
- Brioche (French ver) cinnamon rolls w/ raisins & pecans & frangipane
- Brioche w/ Nutella
- Brioche w/ cheddar cheese

Large Yeast Doughnut (\$3.50)



- Daisy-shaped with vanilla or chocolate glaze
- w/ cinnamon/sugar

- vanilla/pomegranate/coconut glaze and shredded coconut
- Red velvet w/ marshmallow glaze
- vanilla glaze & dried cranberries/sugar
- vanilla/orange glaze & chopped pistachios
- Nutella glaze w/ hazelnuts
- vanilla lime/coconut

Babka



\$3.75

- Chocolate babka w/ almond crumbs
- Chocolate chip twist

Sweet Rolls



\$3.50-\$3.75

- Cinnamon/sugar (no nuts)
- Cinnamon/sugar (walnuts)
- Roll w/ almond filling
- Sticky caramel bun w/ pecans
- Sticky caramel bun w/ apples
- Nutella/hazelnut
- Sweet potato roll w/ cream cheese/blueberries

Our Savory



Kolache
\$4.50-\$4.75 (Salmon)

- #1 Soy chorizo w/ goat chz
 - #2 Soy chorizo w/ mozzarella
 - #3 Chicken in red curry
 - #7 Pulled chicken
 - #10 Scotch egg
 - #11 Cuban pork, ham, Swiss
 - #12 Pork carnitas w/ egg
 - #19 Chicken Thai curry w/ egg
 - #20 Smoked salmon w/ cream cheese spread
 - #23 Pulled Pork, chipotle BBQ sauce
 - #24 Chicken asado w/ egg
 - #25 Maple sausage, egg & chz
 - #26 Turkey sausage, egg & chz
 - #27 Pork hoisin
- Pandesal**
- Ham & Provolone
 - Corned beef, hash brown

(Pandesal, Philippine Breakfast Bread)
\$6.00

Drinks \$2.50-3.00

- Organic black tea
- Organic milk tea



Focaccia rolls
\$5.50-6.00



•Biscuits & Sausage Gravy
\$7.25 full, \$4.25 ½



- Florentine roll (spinach, pine nuts, feta, Asiago, mozzarella, Parmesan) **vegetarian**
- Soy chorizo, onions, egg, Jalapeno/bell peppers, tomatoes, eggs **vegetarian**
- Triple-Meat (Sausage, ham, bacon, mozzarella, dried tomatoes, onions) honey (opt)
- Muffuletta (ham, salami, provolone & mozzarella & olive salad)
- Moroccan-inspired focaccia roll – ground turkey, tomatoes, onions, bell, ras-al-hanout & harissa, lemon

Puff Pastry Empanada \$5.00

Ground beef, bell peppers, onions, garlic, olives, raisins, tomato, cumin, oregano, paprika, potato, boiled egg



Nelia Hostetter

sweetclairebakery@yahoo.com

Submission Date
January 28, 2020 07:20

Business Name

Sweet Claire LLC

Your Name

Nelia Hostetter

Address

4840 W Carmichael Ln
Spencer, IN, 47460

Phone Number

(805) 312-2849

Email

sweetclairebakery@yahoo.com

2. Days and Hours of Operation -
Please indicate months interested
in selling, and if you're willing to
share a stall.

April (April 4-25)

May-October (May 2-October 31)

Interested in sharing a stall with another food and beverage artisan.

3. Food & Beverage
Offerings/Variety/Creativity/Taste

will send list to Marcia Veldman

Special Arrangements

Electricity (Detailed information should be noted by the menu item. There is limited electricity.)

4. Production

I have a commercial kitchen approved by the Owen County Health Department. It is a separate building next to my house in Spencer.

5. Price List

will send a product and price list to Marcia Veldman

6. Customer Satisfaction

As long as the weather is nice - no rain, wind, snow - we sell out by 1pm.

7. Reliability

I am stickler for cleanliness and food safety. We have been inspected by both the Owen County and Monroe County health departments. Our products are produced using baker's math so that a small batch will have the same quality as a larger one.

8. Local Entities

Outside Monroe County (include county name below) Owen

10. Utilize Locally Grown or Raised
Products

Eggs from Hilltop Eggs Worthington
Some meats/ frozen fruit from Rice Meats Spencer

12. Previous Food and Beverage
Artisans - I am a returning Food and
Beverage Artisan who has fulfilled
the terms of previous agreements,
including paying 10% of gross
proceeds.

Yes



Phrueksaphong Visuthduangdus...

pvisuth@iu.edu

Submission Date
February 3, 2020 02:29

Business Name	Thai Agricultural Innovation (THAI)
Your Name	Phrueksaphong Visuthduangdusdee
Address	720 S. college Mall Bloomington, Indiana, 47401
Phone Number	(812) 369-7066
Email	pvisuth@iu.edu
2. Days and Hours of Operation - Please indicate months interested in selling, and if you're willing to share a stall.	April (April 4-25) May-October (May 2-October 31) November (November 7-21) Holiday Market (November 28)
3. Food & Beverage Offerings/Variety/Creativity/Taste	We are offering high quality and tasty beverage made from premium agricultural products such as tropical dried fruits, preserved fruits, and drinking from sustainable development project in Thailand (Doi Kham Brand) combine with some ingredient from local farm in Indiana to create the new recipe of beverages and snacks. For example fruits punch mocktail(Non Alcohol Mixed Drinks), Fruit smoothies(Local Honey+Local fruits and berries), Yogurt parfait(Local fruits and berries). For more information about Doi Kham Brand please see http://www.doikham.co.th/en/about-us
Special Arrangements	Water (There is limited access to water.) Electricity (Detailed information should be noted by the menu item. There is limited electricity.) Intend to sell as a Home-Based Vendor
4. Production	Most of the products are ready to use and mix with the local products of Farmers Market. The main ingredients both dried fruits and concentrated juice are manufactured in Thailand by well-known social enterprise(Doi Kham Brand).
5. Price List	1) 3 dollars for regular cup of mixed drinks 2) 4.5 dollars for smoothies 3) 5 dollars for yogurt parfait 4) 2-10 dollars for products(dried fruits, UHT drinks, and concentrated juice
6. Customer Satisfaction	Customers will receive and experience with the taste of tropical Thai fruits and also support the local farmers in the same times.
7. Reliability	The products are produced from high quality manufacturing which meet the international standards such as HACCP, GAP, ISO 9001, ISO 14001, and etc. Moreover, the vendor was trained by Public Health Department of Thailand.
8. Local Entities	Owned and operated in the City of Bloomington
10. Utilize Locally Grown or Raised Products	Raw honey, Tomatoes, Berries, Apples, Carrots, Celery, Lemons, Watermalons, Cantaloupe (Organics Only)
11. Criteria Specific to Non-Peak Season/Limited Occasion Vendors	-
12. Previous Food and Beverage Artisans - I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements,	No

Josh Hermes

josh@wildalaskasalmonandseafood.com

Submission Date
January 31, 2020 20:22

Business Name Wild Alaska Salmon & Seafood

Your Name Josh Hermes

Address 7242 E. Salt Creek Drive
Bloomington, INDIANA, 47401

Phone Number (812) 219-7045

Email josh@wildalaskasalmonandseafood.com

2. Days and Hours of Operation -
Please indicate months interested
in selling, and if you're willing to
share a stall.

April (April 4-25)

May-October (May 2-October 31)

November (November 7-21)

3. Food & Beverage
Offerings/Variety/Creativity/Taste

100% wild caught Alaskan: Salmon (Sockeye, King, Coho, Keta and Pink), Salmon Burger Meat, Smoked Salmon (Salmon Candy, Traditional, Lox), Pacific Cod, Black Cod, Halibut, Salmon Burger Patties, Wild Alaskan Rub.

4. Production

We catch all of our fish in the Naknek region of Bristol Bay, Alaska. We process all of our own caught fish at our processing facility: P.O. Box 602 King Salmon, AK 99613

5. Price List

Sockeye - \$16.00/lb.
King - \$22.00/lb.
Coho - \$16.00/lb.
Keta - \$11.00/lb.
Pink - \$11.00/lb.
Smoked Salmon - \$9.00 each
Salmon Burger Meat - \$10.00/lb.
Lox - \$20 each
Pacific Cod - \$11.00/lb.
Black Cod - \$28.00/lb.
Halibut - \$28.00/lb.
Salmon Burger Patties - \$5.00 each
Wild Alaskan Rub - \$6.00 each

6. Customer Satisfaction

We have over 1000 very happy customers on our Bloomington customer list who LOVE that we are at the market!

7. Reliability

We have all products listed year round to sell.

8. Local Entities

Owned/Operated in AK and Business Operated out of Bloomington, IN

10. Utilize Locally Grown or Raised
Products

Unfortunately, this product cannot be sourced locally.

11. Criteria Specific to Non-Peak
Season/Limited Occasion Vendors

We would love to continue the 2-times per month schedule as in years past (preferably the first and third Saturday of every month).

12. Previous Food and Beverage
Artisans - I am a returning Food and
Beverage Artisan who has fulfilled
the terms of previous agreements,
including paying 10% of gross
proceeds.

Yes



Josh Hermes

josh@wildalaskasalmonandseafood.com

Submission Date
January 31, 2020 20:22

Business Name	Wild Alaska Salmon & Seafood
Your Name	Josh Hermes
Address	7242 E. Salt Creek Drive Bloomington, INDIANA, 47401
Phone Number	(812) 219-7045
Email	josh@wildalaskasalmonandseafood.com
2. Days and Hours of Operation - Please indicate months interested in selling, and if you're willing to share a stall.	April (April 4-25) May-October (May 2-October 31) November (November 7-21)
3. Food & Beverage Offerings/Variety/Creativity/Taste	100% wild caught Alaskan: Salmon (Sockeye, King, Coho, Keta and Pink), Salmon Burger Meat, Smoked Salmon (Salmon Candy, Traditional, Lox), Pacific Cod, Black Cod, Halibut, Salmon Burger Patties, Wild Alaskan Rub.
4. Production	We catch all of our fish in the Naknek region of Bristol Bay, Alaska. We process all of our own caught fish at our processing facility: P.O. Box 602 King Salmon, AK 99613
5. Price List	Sockeye - \$16.00/lb. King - \$22.00/lb. Coho - \$16.00/lb. Keta - \$11.00/lb. Pink - \$11.00/lb. Smoked Salmon - \$9.00 each Salmon Burger Meat - \$10.00/lb. Lox - \$20 each Pacific Cod - \$11.00/lb. Black Cod - \$28.00/lb. Halibut - \$28.00/lb. Salmon Burger Patties - \$5.00 each Wild Alaskan Rub - \$6.00 each
6. Customer Satisfaction	We have over 1000 very happy customers on our Bloomington customer list who LOVE that we are at the market!
7. Reliability	We have all products listed year round to sell.
8. Local Entities	Owned/Operated in AK and Business Operated out of Bloomington, IN
10. Utilize Locally Grown or Raised Products	Unfortunately, this product cannot be sourced locally.
11. Criteria Specific to Non-Peak Season/Limited Occasion Vendors	We would love to continue the 2-times per month schedule as in years past (preferably the first and third Saturday of every month).
12. Previous Food and Beverage Artisans - I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.	Yes



Maria del Pilar Gonzales

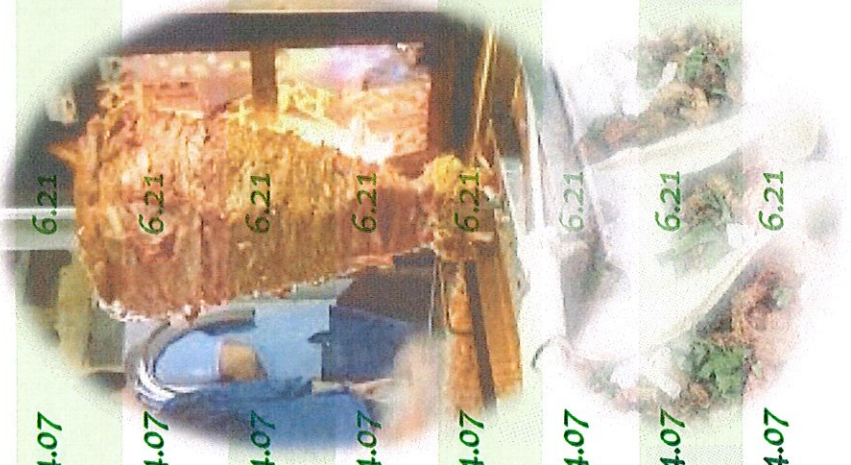
pilispartytaco@hotmail.com

Submission Date
January 23, 2020 01:03

Business Name	Pilis Party Taco
Your Name	Maria del Pilar Gonzales
Address	2215 S Rockport Rd Bloomington, IN, 47403
Phone Number	(812) 219-0539
Email	pilispartytaco@hotmail.com
2. Days and Hours of Operation - Please indicate months interested in selling, and if you're willing to share a stall.	<div>April (April 4-25)</div> <div>May-October (May 2-October 31)</div> <div>November (November 7-21)</div> <div>Holiday Market (November 28)</div> <div>Interested in sharing a stall with another food and beverage artisan.</div>
3. Food & Beverage Offerings/Variety/Creativity/Taste	Tacos, Burritos, Tortas, Elotes, Esquites, Quesadillas, Nachos, Gringas. Chicken, Asada, Pastor, Carnitas, Longaniza, Tongue, Beef Head
4. Production	Comisary
7. Local Entities	<div>Owned and operated in the City of Bloomington</div>
9. Utilize Locally Grown or Raised Products	Yes
10. Use of Generators (if using a generator, list make and model)	Yes
11. Previous Market Vendors - I am a returning Food Truck/Push Cart Vendor who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.	<div>Yes</div>

	Tacos	Gringas	Tostadas	Burros	Nachos	Tortas
Tipos de Carnes	Corn tortilla	Flour tortilla	Fried corn tortilla	Flour tortilla w/ beans,	Chips w/ beans, cheese,	Mexican bread w/
Types of meats	w/cilantro, onion, and lime	w/Chihuahua Cheese, sour cream, lime, and cilantro	w/beans, lettuce, tomatoes, onions, fresh cheese, sour cream and avocado	cheese, lettuce, onions, tomato, cilantro, jalapeno and salsa	lettuce, tomato, onions, cilantro, jalapeno, and sour cream	mayonnaise, cheese beans, lettuce, tomato, onions, jalapeño, and avocado

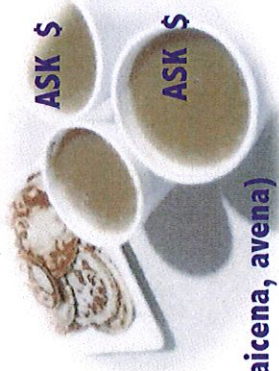
Cabeza de Puerto (Pork head)	4.07	6.21	6.21	11.18	11.49	11.49
Al Pastor (pork w/pineapple)	4.07	6.21	6.21	11.18	11.49	11.49
Longaniza (Mexican sausage)	4.07	6.21	6.21	11.18	11.49	11.49
Árabe (Pork Puebla style)	4.07	6.21	6.21	11.18	11.49	11.49
Pollo Asado (Grill chicken)	4.07	6.21	6.21	11.18	11.49	11.49
Vegetariano (Vegetarian)	4.07	6.21	6.21	11.18	11.49	11.49
Tripa de res (Beef gut)	4.07	6.21	6.21	11.18	11.49	11.49
Asada (Grill beef)	4.07	6.21	6.21	11.18	11.49	11.49
Cabeza de res (Beef head)	4.07	6.21	6.21	11.18	11.49	11.49
Lengua(Beef Thong)	4.07	6.21	6.21	11.18	11.49	11.49



- Chalupas poblanas con pollo 6.21
Fried corn tortilla, Green and red sauces w/onions, cheese and chicken
- Chalupas poblanas 4.89
Fried corn tortilla, green and red sauces w/onions, cheese
- Esquites 3.73
Boiled corn w/mayonnaise, parmesan cheese, lime, chili powder
- Elote 3.73
Corn on the cob w/ mayonnaise, parmesan cheese and cayenne powder.
- Special of the week
- Dessert.

DRINKS

- Atole caliente (Winter Time)
- Fresh waters 3.11
(arroz, champurrado, de maicena, avena)
- Can of soda 2.05
(coca-cola, sprite, Mtn-DEW, Sunkist, Diet coke and Mtn-Dew)
- Bottle of soda 3.11
(Coca-cola, Sprite, Fanta, Mtn-Dew)
- Water Bottler 2.05



SIDES

- Arroz rojo o blanco (Red or White rice) 4.04
- Frijol refrito (Fried beans) 4.04
- Coliflor con jalapeños en vinagre 3.581 (Cauliflower with jalapeños in vinegar)
- Chips con salsa (chips w/salsa or cheese) 5.28

Welcome

Pili's Party



TACO

Facebook

Instagram

Twitter

Cell: 8122190539

pilispartytaco@hotmail.com

S Walnut st and 4th st

Bloomington in

We cater any especial event



Food and Beverage Artisan Vending Stand Proposal

City of Bloomington
Parks and Recreation Department
401 N. Morton Street, Suite 250
Bloomington, Indiana 47404
812-349-3700

1. General Information

Business Name:	Ara Leon Viveros LLC
Name:	Ara Leon Viveros
Address:	948 W. Moravec Way
City/Zip:	Bloomington 47404
Phone Number:	(812) 394-6368 - in Spanish - Sarah should call
Email Address:	—

2. Days and Hours of Operation

	Please indicate months interested in selling, and if you're willing to share a stall:
<input type="checkbox"/>	Tuesdays from 4 - 8 p.m. (June 2 - September 29)
<input checked="" type="checkbox"/>	April (April 4 - 25)
<input checked="" type="checkbox"/>	May - October (May 2 - October 31)
<input type="checkbox"/>	November (November 7 - 21)
<input type="checkbox"/>	Holiday Market (November 28)
<input checked="" type="checkbox"/>	Interested in sharing a stall with another food and beverage artisan.

3. Food & Beverage Offerings/Variety/Creativity/Taste

<u>Deserts:</u> Flan Napolitano (Neapolitan flan) <u>Fast food/appetizers:</u> Sopas, tostadas, empanadas, tamales <u>Beverage:</u> Fresh water - orchata - jamaica (hibiscus)
--

7. Reliability

Can comply with market's schedule.
There will be 2-3 persons staffing our stand to successfully operate.

8. Local Entities

<input checked="" type="checkbox"/>	Owned and operated in the City of Bloomington
<input type="checkbox"/>	Owned and operated in Monroe County
<input type="checkbox"/>	Outside Monroe County:

9. Market Product Balance

The Board of Park Commissioners with input from the review committee will select vendors based in part on product balance among Prepared/Processed Food and Beverage Vendors. Applicant does not need to provide information on this criteria.

10. Utilize Locally Grown or Raised Products

Yes. I anticipate to obtain product from William's/Harrisman's farmer market.

11. Criteria Specific to Non-Peak Season/Limited Occasion Vendors

I will be offering a variety of diverse products.

12. Previous Food and Beverage Artisans

<input type="checkbox"/>	I am a returning Food and Beverage Artisan who has fulfilled the terms of previous agreements, including paying 10% of gross proceeds.
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STAFF REPORT

Agenda Item: C-4 Date: 3/18/2020

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Jess Klein, Health & Wellness Coordinator
DATE: March 24, 2020
SUBJECT: REVIEW/APPROVAL OF JAZZERCISE PARTNERSHIP AGREEMENT
AMENDMENT

Recommendation

Staff recommends approval of amendment to the 2019 Jazzercise partnership agreement.

Potential revenue - \$600, to be deposited in: 201-18-181001-53720

Background

This document outlines the terms of agreement between the Department and the Jazzercise franchise holder, Kris Heeter, for the provision of Jazzercise class instruction. The Department has held this agreement since 1997.

Normally the partnership is renewed in March for the upcoming year. However, due to schedules and staffing, the 2020 partnership agreement is currently under negotiation. The amendment to the partnership agreement allows time for the negotiations to be complete to the satisfaction of both partners.

Both partners agree to work towards presenting the 2020 partnership agreement at the April 28th Park Board meeting.

RESPECTFULLY SUBMITTED,

Jessica Klein
Health & Wellness Coordinator

FIRST AMENDMENT TO THE PARTNERSHIP AGREEMENT

THIS Amendment, entered into this _____ day of March, 2020 by and between the Bloomington Parks & Recreation Department (“BPRD”), and Jazzercise Franchise Owner Kristin Heeter (“Jazzercise”), WITNESSETH:

WHEREAS, the BPRD and Jazzercise entered into a partnership agreement with an effective date of April 28th, 2019, (“Original Agreement”), and

WHEREAS, the parties are currently negotiating a new partnership agreement for 2020; and

WHEREAS, it is in the public interest that the term of the Original Agreement be extended until May 1, 2020, or until a new agreement is reached, whichever is earlier;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph three of Article 2 Duration of Agreement shall be amended to read as follows:

This Agreement shall be in full force and effect from March 26, 2019, until May 1, 2020, unless replaced by a new agreement prior to May 1, 2020, or early termination occurs as described in paragraph 6(j) below.

II. In all other respects, the Original Agreement shall continue in effect as originally executed.

[SIGNATURE PAGE FOLLOWS]

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

City of Bloomington:

Jazzercise:

Kathleen Mills, President
Board of Park Commissioners

Kristin Heeter
Jazzercise Franchise Owner

Paula McDevitt, Director
Bloomington Parks & Recreation Department

Philippa Guthrie
City of Bloomington Corporation Council



COOPERATION SERVICES & PROGRAM PARTNERSHIP AGREEMENT

Partner(s):

This Agreement is made and entered into this 26th day of March, 2019 by and between the Bloomington Parks & Recreation Department ("BPRD"), and Jazzercise Franchise Owner Kristin Heeter ("Jazzercise").

WHEREAS, BPRD and Jazzercise desire to cooperate in the organization and implementation of health and wellness programs and offer such programs to the community at large; and,

WHEREAS, Jazzercise is dedicated to reaching out into the community and partnering with agencies that promote healthy lifestyles; and,

WHEREAS, BPRD would like to expand program offerings to incorporate more fitness opportunities; and,

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide quality health and wellness programs for the community by combining available resources from each organization.

2.0 Duration of Agreement:

The term of this Agreement shall begin upon signing and run through March 31, 2020. The partners may agree in writing only, to renew or extend the term of the Agreement.

3.0 Jazzercise agrees to the following:

- 3.1 Jazzercise shall provide class instruction in the Jazzercise dance fitness program, at specified sites, for BPRD. Jazzercise shall be available for demonstrations and instruction at BPRD events.
- 3.2 Jazzercise may use promotions for new and/or existing participants. Promotions may vary from month to month at the discretion of Jazzercise.
- 3.3 Jazzercise shall provide BPRD with documentation attesting to qualification as a Jazzercise instructor/substitute instructor. Jazzercise may substitute other qualified Jazzercise instructors as the need arises.
- 3.4 Jazzercise shall provide a sound system and tapes/records for class instruction, and pay any applicable music royalty fees (ASCAP and BMI).
- 3.5 Jazzercise shall pay the continuing franchise fee to Jazzercise, Inc. for the development of Jazzercise choreography, continuing instructor education, a toll-free student information line, use of the Jazzercise name and trademark, and national promotions.
- 3.6 Jazzercise shall register participants, collect class fees, and obtain signed BPRD participant waiver forms, for all “adult” Jazzercise programs. Jazzercise shall also provide materials for student registration and fitness education.
- 3.7 Jazzercise shall keep and maintain receipts, records, and accounts accurately reflecting participation and sums received. These receipts, records and accounts shall be open to inspection at all reasonable times by a duly authorized agent of BPRD, the City of Bloomington’s Controller’s Office, and/or the Indiana State Board of Accounts.

4.0 Bloomington Parks & Recreation Department agrees to the following:

- 4.1 If a temporary conflict arises with a BPRD site/facility, BPRD will notify Jazzercise, in advance, of that site/facility conflict. In the event an unexpected permanent conflict arises with a BPRD or non-BPRD site/facility, BPRD shall make every effort to notify Jazzercise and assist Jazzercise in finding an alternate location for the program. In the event this is not possible, and after all possible resources have been exhausted, the program shall be declared, by mutual consent of both parties, to be canceled at that particular site/facility.
- 4.2 BPRD shall provide limited promotion/advertising, including space in BPRD’s three (3) seasonal program guides. The BPRD marketing division shall assist Jazzercise in the preparation and submission of one (1) news release and public service announcement. Jazzercise shall be responsible for additional promotion of classes through fliers and mailing lists. Jazzercise shall be fully responsible for

hosting, organizing, and promoting any fundraisers or promotions sponsored or promoted by Jazzercise, Inc.

5.0 Agreement Terms Mutually Agreed to By All Partners:

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPRD and the Jazzercise.
- 5.2 The staff, volunteers and personnel of the BPRD and Jazzercise who are involved in these partnership programs will at all times represent all partners in this partnership in a professional manner and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.3 Jazzercise shall pay BPRD twenty percent (20%) of the gross monthly receipts for all adult class sites. Settlement shall be made monthly for the preceding month. In the event there is an additional rental cost involved for the use of a non-BPRD facility, BPRD shall distribute site rental payments to the appropriate entities.
- 5.4 Fees shall be charged according to the following schedule*:

<u>Class</u>	<u>Cost</u>	<u>Pass Type</u>
Walk-in	\$12	Daily
Unlimited Classes (auto-debit only)	\$39	Monthly
Unlimited Classes (cash, check, or credit)	\$98	2 months
Join Fee	\$35 (one time)	

*Discounts for IU and Ivy Tech students and for seniors over age 65.

- 5.5 Jazzercise shall make all initial facility/site arrangements. BPRD shall make a reasonable attempt to assist Jazzercise in locating facilities which accommodate class size (approximately 1 square yard per student). Facilities/sites shall be mutually agreeable to both parties. BPRD will make every effort to use low cost rental facilities, school sites and BPRD sites.
- 5.6 In the event that Jazzercise programs are canceled at a specific location, whether it is a BPRD or non-BPRD site/facility, it will be the responsibility of Jazzercise to issue the appropriate refunds and/or prorated refunds to all Jazzercise participants affected by the canceled site. These records shall be accessible to BPRD, and shall be included in the monthly gross receipts statement given by Jazzercise to BPRD. Jazzercise shall notify BPRD of any schedule changes five (5) working days prior to the cancellation.
- 5.7 Classes which do not meet minimum participation registration requirements shall be canceled. Minimum participation requirements shall be mutually agreed upon by all parties. In the event of such cancellation, Jazzercise shall be responsible for the refunding of monies to the appropriate Jazzercise participants. A record of these refunds shall be included in the monthly gross receipts statement given by

Jazzercise to BPRD. Jazzercise shall notify BPRD of any schedule changes five (5) working days prior to the cancellation.

- 5.8 BPRD and Jazzercise shall not provide the use of fee waivers to participants who cannot otherwise afford the scheduled class fees. Due to the nature of this program, i.e., Jazzercise being a franchise, neither BPRD nor Jazzercise have the resources to provide for such services.
- 5.9 Jazzercise shall abide by all BPRD rules and regulations relating to facility use. Jazzercise shall also comply with all local, state and federal laws in its programming on BPRD premises.
- 5.10 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and Jazzercise shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Jazzercise is not required to continue this verification if the E-Verify program no longer exists. Jazzercise 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.
- 5.11 During the term of this Agreement Jazzercise, and all employees, agents and representatives, shall be an independent contractor, and not an employee of City.

6.0 Release of Liability:

Jazzercise shall release, hold harmless, and forever indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns from any and all claims, which may arise as a result of Jazzercise's activities. This includes claims for personal injury, property damage, or any other type of claim which might be brought by the Jazzercise, its employees, agents or patrons, or any third party, even if caused by the negligence of releasees.

7.0 Insurance

Jazzercise shall maintain general liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. Jazzercise shall name BPRD as an additional insured under the policy, which shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. Jazzercise shall provide BPRD with a certificate of insurance on or before March 31, 2020.

8.0 Termination

- 8.1 Termination by mutual agreement: Unless otherwise terminated per the terms of this Agreement, this Agreement shall be in effect from the date signed until March 31, 2020.

- 8.2 This Agreement may be terminated by mutual written consent only. Should one party decide to terminate this Agreement, at least thirty (30) days written notice must be provided by the terminating party. In this event, Jazzercise shall be responsible for the refunding of monies to the appropriate Jazzercise participants. A record of these refunds shall be included in the monthly growth receipts statement given by Jazzercise to BPRD.
- 8.3 Should Jazzercise lose franchise affiliation with the Jazzercise, Inc. organization, Jazzercise agrees to notify BPRD immediately of such loss of credentials. Such loss of affiliation shall cause an immediate termination of this Agreement. In the event of such termination, Jazzercise shall be responsible for any unpaid rental or lease payments that are due to facilities not under the control of BPRD. In the event of such termination, Jazzercise shall also be responsible for the refunding of monies to the appropriate Jazzercise participants. A record of these refunds shall be included in the monthly gross receipts statement given by Jazzercise to BPRD.
- 8.4 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 breaching 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.

9.0 Notice

- 9.1 Notice regarding any significant concerns or issues of non-compliance shall be given to the following contacts:

Bloomington Parks & Recreation
Becky Higgins
Recreation Services Division Director
401 N. Morton, Suite 250
Bloomington, IN 47402
812-349-3713

Jazzercise
Kristin Heeter
Owner
2605 Trenton Overlook
Bloomington, IN 47404
(812) 876-2158

- 9.2 Representatives for the day-to-day operational implementation of this Agreement are:

Bloomington Parks & Recreation
Jess Klein
Health & Wellness Coordinator
401 N. Morton St. Suite 250
Bloomington, IN 47402

Jazzercise
Kristin Heeter
Owner
2605 Trenton Overlook
Bloomington, IN 47404

kleinj@bloomington.in.gov
812-349-3771

krisheeter@yahoo.com
(812) 876-2158

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

City of Bloomington:

Jazzercise:

Leslie J. Coyne, President
Board of Park Commissioners

Kristin Heeter
Jazzercise Franchise Owner

Paula McDevitt, Director
Bloomington Parks & Recreation Department

Philippa Guthrie
City of Bloomington Corporation Council

Exhibit A

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. _____ (Business Name), employer of the undersigned/owner/partner has contracted with or is seeking to contract with the City of Bloomington to provide services;
3. _____ (Business Name), employer of the undersigned/owner/partner, is enrolled in and participates in the E-Verify program.
4. The undersigned is authorized by _____ (Business Name), to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, _____ (Business Name) does not knowingly employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3).

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 201_.

Notary Public

Printed name

Residing in _____ County

My Commission Expires: _____



STAFF REPORT

Agenda Item: C-5 Date: 3/18/2020

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Sarah Mullin
DATE: March 24, 2020
SUBJECT: REVIEW AND APPROVAL OF PLANT-A-ROW PARTNERSHIP

Recommendation

Staff recommends approval of the Partnership Agreement with the Plant-A-Row Program.

Background

The purpose of this agreement is to establish a partnership that encourages members of the community to share the bounty of their gardens with local people in need of fresh, nutritious foods. Plant-A-Row partners include Hoosier Hills Food Bank, Mother Hubbard's Cupboard, Hilltop Garden at Indiana University, and Bloomingfoods.

Plant-A-Row is a national public service campaign that encourages farmers and gardeners to donate extra produce to local food pantries and food banks. This partnership has been in place since 2002 and we are appreciative of what it provides to the community.

RESPECTFULLY SUBMITTED,

Sarah Mullin, Community Gardens Specialist



CITY OF BLOOMINGTON
parks and recreation

**MEMORANDUM OF UNDERSTANDING BETWEEN PARTNERS IN SUPPORT
OF PLANT A ROW FOR THE HUNGRY, A COMMUNITY PROGRAM**

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2020, by and between the Bloomington Parks & Recreation Department by its Board of Park Commissioners ("BPRD"), Hilltop Gardens at Indiana University ("Hilltop"), Bloomingfoods Market and Deli ("Bloomingfoods"), Mother Hubbard's Cupboard ("MHC") and Hoosier Hills Food Bank ("HHFB").

WHEREAS, the BPRD, Hilltop, Bloomingfoods, MHC and HHFB desire to cooperate in the implementation of a community support program, Plant a Row for the Hungry ("PAR"), in order to provide people in need with fresh, locally produced food; and

WHEREAS, BPRD may from time to time develop partnerships with non-City organizations in order to promote such support addressing local food security; and

WHEREAS, BPRD has partnered with Hilltop, Bloomingfoods, MHC and HHFB in past years in order to support this joint community service, and the parties desire to continue their partnership; and

WHEREAS, it is in the public interest that such partnership continue.

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

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a program partnership which will encourage members of the Bloomington community and vendors at the Bloomington Community Farmers' Market to grow food with the intention of donating it to those in need, by means of HHFB's existing distribution system available to people in need.

2. DURATION OF AGREEMENT

This Agreement shall begin on March 1, 2020 and run through December 31, 2020, unless early termination occurs as described in paragraph 11, below.

3. BLOOMINGTON PARKS AND RECREATION

The goal of BPRD is to assist with the implementation of PAR in order to provide people in need with fresh, locally produced food. BPRD agrees to:

- a. Promote PAR in its Program Guide and in newsletters to Community Gardening Program participants and Farmers' Market vendors, listing all partners to the Agreement as co-sponsors in all publicity.

- b. Have the Bloomington Community Farmers' Market serve as a drop-off site for produce grown by PAR participants.
- c. Maintain an e-mail list of PAR organizers.
- d. Provide one (1) staff person to participate in meetings and assist with events associated with PAR.

4. HILLTOP GARDENS AT INDIANA UNIVERSITY

The goal of Hilltop is to assist with the implementation of PAR in order to provide people in need with fresh, locally produced food. Hilltop agrees to:

- a. Promote PAR to visitors at the center and participants in its community garden program.
- b. Provide participants in the Family Gardening Program with information about PAR.
- c. Provide one (1) staff person to participate in meetings and assist with events associated with PAR.

5. BLOOMINGFOODS MARKET AND DELI

The goal of Bloomingfoods is to assist with the implementation of PAR in order to provide people in need with fresh, locally produced food. Bloomingfoods agrees to:

- a. Promote PAR in its e-newsletter (including an article in the Bloomingfoods newsletter), listing all partners to the Agreement as co-sponsors.
- b. Provide one (1) staff person to participate in meetings and assist with events associated with PAR.

6. MOTHER HUBBARD'S CUPBOARD

The goal of MHC is to assist with the implementation of PAR in order to increase its access to fresh fruits and vegetables through the HHFB, enabling MHC to provide high quality food to people in need. MHC agrees to:

- a. Promote PAR to clients and visitors at the pantry and at various events in the community.
- b. Serve as a drop-off site for produce grown by PAR participants.
- c. Provide one (1) staff person to participate in meetings and assist with events associated with PAR.

7. HOOSIER HILLS FOOD BANK

The goal of HHFB is to assist with the implementation of PAR in order to provide people in need with fresh, locally produced food. HHFB agrees to:

- a. Coordinate the collection of produce donations at the drop-off sites and track the number of pounds donated.
- b. Serve as a drop-off site for produce grown by PAR participants.

- c. Provide one (1) staff person to participate in meetings and assist with events associated with PAR.

8. TERMS MUTUALLY AGREED TO BY ALL PARTNERS IN THIS AGREEMENT

The intent of this Agreement is to document a mutually beneficial partnership between BPRD, Hilltop, Bloomingfoods, MHC and HHFB.

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

Any activities covered by this Agreement and taking place in any park or park facility are subject to the following policies: The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

9. INSURANCE

Each partner shall furnish to BPRD, and BPRD shall furnish to each partner, a certificate of insurance upon execution of this partnership Agreement. Each partner will maintain comprehensive general liability insurance. Any Partner whose participation is limited to promotion of the program is exempted from this requirement.

10. NOTICE AND AGREEMENT REPRESENTATIVES

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

Bloomington Parks & Recreation
Becky Higgins
401 N. Morton St., Ste. 250
Bloomington, IN 47404
812-349-3713

Hoosier Hills Food Bank
Dan Taylor
2333 W. Industrial Park Dr.
Bloomington, IN 47401
812-334-8374

Hilltop Garden at Indiana University
Mia Williams
1800 N. Range Rd.
Bloomington, IN 47408
812-855-1266

Bloomingfoods Market and Deli
Dee Bohler
316 W. 6th St.
Bloomington, IN 47404
812-333-7312

Mother Hubbard's Cupboard
Amanda Nickey
1100 W. Allen St. Suite A
Bloomington, IN 47404
812-355-6843

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

Bloomington Parks & Recreation
Sarah Mullin
401 N. Morton St., Ste. 250
Bloomington, IN 47404
812-349-3704

Hoosier Hills Food Bank
Dan Taylor
2333 W. Industrial Park Dr.
Bloomington, IN 47401
812-334-8374

Hilltop Gardens at Indiana University
Kaylie Scherer
2367 E. 10th St.
Bloomington, IN 47405
812-855-8808

Bloomingsfoods Market and Deli
Dee Bohler
316 W. 6th St.
Bloomington, IN 47404
812-333-7312

Mother Hubbard's Cupboard
Erika Wheeler
1100 W. Allen St. Ste. A
Bloomington, IN 47404
812-355-6843

Any partner may terminate this Agreement upon giving written notice of the intention to do so one (1) month prior to the intended date of termination.

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

CITY OF BLOOMINGTON

Kathleen Mills, President
Board of Park Commissioners

Paula McDevitt, Director
Parks and Recreation Department

Philippa Guthrie, Corporation Counsel

HOOSIER HILLS FOOD BANK

**HILLTOP GARDEN AND NATURE
CENTER**

Dan Taylor, Assistant Director
Hoosier Hills Food Bank

Mia Williams, Director,
Landscape Architecture at Indiana University

MOTHER HUBBARD'S CUPBOARD

BLOOMINGFOODS MARKET AND DELI

Amanda Nickey, President and CEO
Mother Hubbard's Cupboard

Dee Bohler, Interim General Manager
Bloomingsfoods Market and Deli



STAFF REPORT

Agenda Item: C-6
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amy Shrake, Program/Facility/Inclusive Recreation Coordinator
DATE: 3/24/2020
SUBJECT: IVY TECH PARTNERSHIP AGREEMENT

Recommendation

Staff recommends approval of a partnership agreement with Ivy Tech.

Background

2020 will be the 12th summer that Ivy Tech and Bloomington Parks and Recreation have been partners offering the College for Kids summer camp program in conjunction with Kid City camps. The program offers morning classes through Ivy Tech and afternoon camp activities through Kid City. During the morning sessions, participants are given class options ranging from cooking to robotics. In the afternoon, Kid City staff members lead activities indoors and outdoors including swimming, field trips, and art activities.

In addition, the partnership expanded in 2014 to include the Ivy Arts for Kids program. The format will remain as campers participating in Ivy Tech programs half of the day and Parks and Recreation programming the other half. The partnership with Ivy Tech has been successful and beneficial to both organizations.

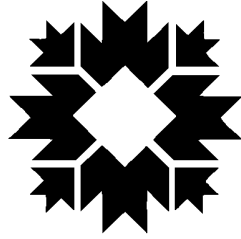
Funding Source: Revenue collected from Ivy Tech into 201-18-184501-53270
Expenses paid from 201-18-154501-51120

Total Dollar Amount of Contract: Total Revenues from Ivy Tech \$16,400.00
Expenses \$11,000.00
Admin \$5,400.00

RESPECTFULLY SUBMITTED,

Amy Shrake, CTRS

Amy Shrake, Program/Facility/Inclusive Recreation Coordinator



**CITY OF BLOOMINGTON
parks and recreation**

**COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP**

Partner(s):

This Agreement is made and entered into this _____ day of March, 2020, by and between the Bloomington Parks and Recreation Department (“BPRD”), and Ivy Tech Community College (“Ivy Tech”).

WHEREAS, there is a need to provide summer teen programming in Bloomington as well as a combined art and recreation experience for K-5th graders; and

WHEREAS, BPRD and Ivy Tech desire to cooperate in the provision of a summer program called “College for Kids” for teens ages 11-15 and a summer program called “Ivy Arts” for children in K-5th grades; and

WHEREAS, Ivy Tech is qualified to perform such services; and

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement:

The purpose of this Agreement is to establish a partnership which will provide for collaborative programming and a sharing of resources to better serve the community.

2. Duration of Agreement:

This Agreement commences on April 1, 2020 and expires on March 31, 2021, unless terminated earlier as provided under Article 8.

3. Bloomington Parks & Recreation:

The goal of BPRD is to partner with Ivy Tech to provide children grades K-5 and teens ages 11-14 an educational and fun summer program that incorporates a wide variety of structured activities, including but not limited to swimming, off-site field trips and indoor and outdoor recreation opportunities. BPRD agrees to:

- a. Maintain close contact with Jordan Ferguson, Program Manager for the Center for Lifelong Learning, and bring any related issues to his attention.
- b. Assist with the distribution of promotional materials, including flyers and registration information.

- c. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- d. Promote “College for Kids” and “Ivy Arts for Kids” at other community camp information events.
- e. Share all marketing/promotional material with Ivy Tech prior to advertising.
- f. Provide program publicity by publishing information in the BPRD’s seasonal program brochure and on its website.
- g. Provide trained Kid City seasonal staff who will facilitate half day recreational programming for “College for Kids” and “Ivy Arts for Kids” participants from based out of the Allison-Jukebox Center. "Ivy Arts for Kids" either 9 a.m. to 1 p.m. or 1 p.m. to 4 p.m. College for Kids 12:30-5:30 p.m.
- h. Abide by all American Camp Association guidelines for camp programming.
- i. Generate invoices to Ivy Tech by September 1, 2020, for payment of program participant fees and inclusive staff services if applicable.
- j. Provide transportation from morning location to afternoon location as well as from afternoon location to morning location.
- k. Provide all day inclusion services as needed/requested for participants attending both the Ivy Tech and BPRD components with minimum 2 week notification.
- l. Arrange for weekly pick-up of Health Forms from May 15- July 2, 2020 for “College for Kids” and May15- July 17, 2020 for “Ivy Arts for Kids.”

4. Ivy Tech:

The goal of Ivy Tech is to partner with BPRD to provide children grades K-5 and teens ages 11-14 an educational and fun summer program that incorporates a wide variety of structured activities, including but not limited to swimming, off-site field trips, and indoor and outdoor recreation opportunities. Ivy Tech agrees to:

- a. Maintain close contact with Amy Shrake, Coordinator, and bring any related issues to her attention.
- b. Assist with the distribution of promotional materials, including flyers and registration information.
- c. Provide qualified adjunct instructors, who have unqualified background checks, and course curricula for the “College for Kids” and “Ivy Arts for Kids” classroom component at Ivy Tech.
- d. Provide program publicity by publishing information in Ivy Tech’s seasonal program brochure and on its website including BPRD logo.
- e. Abide by applicable camp guidelines as set by the American Camp Association.
- f. Intake and process all registration forms and payments for the “College for Kids” and “Ivy Arts for Kids” programs including enforcement of all registration deadlines.

- g. Pay BPRD invoiced amount (no less than \$5000) for program participant fees, \$200 per “Ivy Arts for Kids” camper per session, \$100 per “College for Kids” camper per session (minimum 5 campers) plus one time \$500 transportation fee and inclusion services (for participants attending full-day program) by October 1, 2020.
- h. Create a pick-up point for health forms at the Waldron Arts Center. Health forms will be left for pick-up for all currently registered participants the Wednesday at noon prior to each session. A minimum of 5 campers must be registered for College for Kids by the registration deadline (the Wednesday prior to the beginning of each session by noon) or the session will be cancelled or Ivy Tech will pay the remaining amount to equal \$500.
- i. Health forms will have all the information required of BPRD’s Health Form, including request for accommodations for participants with disabilities and the BPRD waiver statement.
- j. A phone number will be provided for contact beginning at 7:30 AM.
- k. Share all marketing/promotional material with BPR prior to advertising.

5. Terms Mutually Agreed to By All Partners:

- a. The intent of this Agreement is to document a mutually beneficial partnership between Ivy Tech and BPRD for “Ivy Arts for Kids” and “College for Kids.”
- b. Share all marketing/promotional material between all partners involved **prior to** any advertising.
- c. The 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.
- d. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all partners.
- e. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- f. Ivy Tech policy prohibits the possession of firearms and other weapons, or dangerous chemicals, or any explosive or explosive device, or of any harmless instrument that looks like one, on College property or at any College sponsored activity held elsewhere.
- g. Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside City of Bloomington facilities and the consumption of alcoholic beverages on City of Bloomington property. These prohibitions are also applicable for participants (registered teens, employees and volunteers) in, and visitors of “College for Kids” on Ivy Tech properties.
- h. Ivy Tech policy prohibits smoking or any form of tobacco use in all college owned or leased facilities and vehicles, including surrounding areas of the buildings. The sale or distribution of tobacco products and the sponsorship of college events, activities, or media by tobacco related products likewise are prohibited. Consuming, being under the influence of, or possessing

intoxicating beverages on College property is not permitted, and being under the influence of, use of, possession of, or distributing illegal drugs is not permitted.

- i. At the expiration or termination of this Agreement, Ivy Tech retains all rights to use of the program name, "College for Kids" And "Ivy Arts for Kids."

6. Insurance:

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

7. Notice and Agreement Representatives:

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

Bloomington Parks and Recreation
Becky Higgins
Recreation Services Division Director
401 N Morton, STE 250
Bloomington, IN 47404
(812) 349-3713
barrickb@bloomington.in.gov

Ivy Tech Community College
Paul C. Daily
Artistic Director, Ivy Tech Waldron
Ivy Tech Community College
Artistic Director
Ivy Tech John Waldron Arts Center
(812) 330-6240
pdaily3@ivytech.edu

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

Bloomington Parks and Recreation
Amy Shrake, Coordinator
401 N Morton St, STE 250
Bloomington, IN 47404
(812) 349-3747
shrakea@bloomington.in.gov

Ivy Tech Community College
Jordan Ferguson, Program Manager
The Center for Lifelong Learning
122 S Walnut St
Bloomington, IN 47404
(812) 330-4400
csmith1275@ivytech.edu

8. Termination:

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

9. Release and Hold Harmless Agreement:

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

10. E-Verify:

Ivy Tech 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). Ivy

Tech shall sign an affidavit, attached as Exhibit A, affirming that Ivy Tech does not knowingly employ an unauthorized alien. Ivy Tech shall require any subcontractors performing work under this contract to certify to Ivy Tech 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. Ivy Tech shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

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

Ivy Tech Community College-Bloomington

Jennie Vaughan, Chancellor

Jordan Ferguson, Program Manager

**City of Bloomington,
Parks and Recreation Department**

Paula McDevitt, Administrator BPRD

Philippa M. Guthrie, Corporate Counsel

Kathleen Mills, President,
Board of Parks Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)



STAFF REPORT

Agenda Item: C-7
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amy Shrake, Program/Facility/Inclusive Recreation Coordinator
DATE: 3/24/2020
SUBJECT: LAKE MONROE SAILING ASSOCIATION PARTNERSHIP AGREEMENT

Recommendation

Staff recommends approval of a partnership agreement with Lake Monroe Sailing Association (LMSA)..

Background

This partnership has been in existence since 1996. The goal of the partnership is to provide an opportunity for the Bloomington community to participate in a diverse sailing program, which is designed to introduce beginner participants to the sport, as well as to provide for skill advancement. The Youth Sailing Camp will run 8 weeks of summer, Monday through Friday, 9am-3pm, under the direction of Walt Johnson. Adult and Family Sailing is offered on both weekends some weekday and evening options.

BPR collects registrations and LMSA does all the programming at their facility. Bloomington Parks and Recreation will keep \$36 per registration. In addition, BPR will provide marketing in the form of a brochure and space in the program guide.

Funding Source: Revenue collected into 201-18-184500-53270
Expenses paid from 201-18-184500-53990

Total Dollar Amount of Contract: Total Revenues from LMSA \$70,000.00
Expenses \$60,000.00
Retained by BPR \$10,000.00

RESPECTFULLY SUBMITTED,

Amy Shrake, CTRS

Amy Shrake, Program/Facility/Inclusive Recreation Coordinator



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of March, 2020, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Lake Monroe Sailing Association, Inc. (“LMSA”).

WHEREAS, BPRD and LMSA desire to cooperate in the provision of a sailing instruction program for the general public; and

WHEREAS, LMSA is qualified to perform such services for BPRD; and

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

NOW, THEREFORE, the 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 affordable and effective sailing program for the Bloomington community by combining available resources from each party to the Agreement.

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until March 31, 2021 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

- 3.1 The goal of BPRD is to provide an opportunity to the Bloomington community to participate in a diverse sailing program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide for skill advancement.
- 3.2 BPRD agrees to:
 1. Develop and distribute promotional materials: sailing brochures, news releases, program information in both the Parks and Recreation seasonal program guide & the monthly newsletter sent to schools.
 2. Communicate with the public and participants regarding concerns or questions about the program.
 3. Implement participant registration, collect money and registration forms, email registration confirmation and program information.

4. Provide rosters of all participants to coordinators prior to the start of each course.
5. Provide coordinators with reports of fees collected prior to the start of each course.
6. Perform the following payment transactions:
 - a) Collect registration fees of \$225 per participant for Youth Sailing Camps;
 - b) Collect registration fees of \$300 per participant for Adult Keel Boat Sailing;
 - c) Collect registration fees of \$300 per participant of Adult Small Boat Sailing;
 - d) Collect registration fees of \$150 per registration for Friends and Family Sailing;
 - e) Pay LMSA the fee collected less \$36.00 for each participant registered upon receiving the invoices from LMSA;
 - f) Retain \$35.00 for each participant registered plus \$1 transaction fee;
 - g) Pay LMSA the LMSA share of fees collected upon receipt by BPRD of and LMSA invoice, following the completion of each group of Youth Sailing Camps, Adult Sailing classes and Family programs.

4.0 Lake Monroe Sailing Association, Inc.:

- 4.1 The goals of LMSA are to offer a sailing program not otherwise available to adults and children, introduce the LMSA to the public, increase LMSA membership, and provide programming for children of LMSA members.
- 4.2 LMSA agrees to:
 1. Provide and maintain the following equipment: sailboats, life vests, ropes, sails, books, a motorboat, lifesaving apparatus, and first aid equipment.
 2. Provide the following facilities: bathrooms, telephone, shelter house for inclement weather; defined as, but not limited to, cold weather, rough water (white caps), or lightning.
 3. Hire and train sailing instructors for Youth Sailing Camps who are at least 16 years of age with prior sailing experience. One instructor shall have prior experience teaching sailing. One instructor shall be certified in CPR and First Aid and be in attendance at all times. At least one instructor shall have U. S. Sailing Small Boat Instructor Certification.
 4. Provide invoices to BPRD as detailed in section 3.2.6 (e).
 5. **Provide for adequate safety with the following provisions:**
 - a) LMSA shall provide high quality boats & equipment.
 - b) LMSA shall maintain a ratio of one (1) instructor to six (6) participants with two (2) instructors always on the water and one (1) instructor always in a motorboat when students in the Youth Sailing Camps are in boats. One (1) of the instructors shall be over twenty-one (21) years of age.
 - c) Participants in the Youth Sailing Camps shall pass a swimming test the first day of class, and all participants shall wear life vests when in boats.
 - d) Participants shall learn boat safety and will be taught about boat safety equipment.
 - e) Participants in the Youth Sailing Camps shall pass a test on capsizing and right-of-way rules.
 6. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.

7. Provide a rainy day schedule, planning, organizing and implementing alternative activities in case of inclement weather.

5.0 Agreement 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 LMSA 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 LMSA shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and LMSA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. LMSA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 LMSA is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. LMSA shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques, equipment, and boat matters.
- 5.6 The location of the program shall be provided by the LMSA at their facilities at 7600 S. Shields Ridge Road.
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
- 5.8 Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), LMSA may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If LMSA implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.
- 5.9 The parties will evaluate this Agreement and the services provided during the month of December 2020.
- 5.10 LMSA shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of LMSA's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against LMSA, its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

6.0 Notice:

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

LMSA

Walt Johnson
7600 S. Shields Ridge Rd.
Bloomington, IN 47401
(812) 824-4611

BPRD

Becky Higgins
PO Box 848
Bloomington, IN 47404
(812) 349-3713

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

LMSA

Walt Johnson
7600 S. Shields Ridge Rd.
Bloomington, IN 47401
(812) 824-4611

BPRD

Amy Shrake
Box 848
Bloomington, IN 47404
(812) 349-3747

7.0 Termination

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

8.0 E-Verify:

LMSA 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). LMSA shall sign an affidavit, attached as Exhibit A, affirming that LMSA does not knowingly employ an unauthorized alien. LMSA shall require any subcontractors performing work under this contract to certify to LMSA 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. LMSA shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

Signed and Agreed to this ____ day of _____, 2020.

LAKE MONROE SAILING ASSOCIATION, INC.:

Walt Johnson, Camp Coordinator, LMSA

Date

James C. Owen, LMSA Commodore

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Kathleen Mills, President
Board of Park Commissioners

Date

Philippa M. Guthrie, Corporate Counsel

Date

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)



STAFF REPORT

Agenda Item: C-8
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amy Shrake, Program/Facility/Inclusive Recreation Coordinator
DATE: 3/24/2020
SUBJECT: SPECIAL OLYMPICS INDIANA-MONROE COUNTY PARTNERSHIP

Recommendation

Staff recommends approval of a partnership agreement with Special Olympics Indiana - Monroe County (SOIMC).

Background

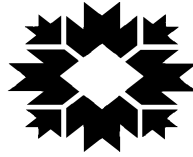
The purpose of this partnership is to support athletic opportunities for community members with developmental disabilities. The City of Bloomington Parks and Recreation Department and the SOIMC have been partnering since 2006, providing individuals with disabilities greater access to sport opportunities.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

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

RESPECTFULLY SUBMITTED,

A. Shrake, CTRS

Amy Shrake, Program/Facility/Inclusive Recreation Coordinator



CITY OF BLOOMINGTON
parks and recreation

COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of March, 2020, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Special Olympics Indiana Monroe County (“SOIN-MC”).

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

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

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

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

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

NOW THEREFORE, the parties do mutually agree as follows:

1. Purpose of Agreement

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

2. Duration of Agreement

This Agreement commences on April 1, 2020 and expires on March 31, 2021, unless it is terminated earlier in writing, as provided under Article 7.

3. Bloomington Parks & Recreation

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

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

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

- 3.2. Allow SOIN-MC access to fields and facilities as set forth below on the dates and during the times established at the beginning of each sport season at no charge:
 1. Banneker Center for Basketball
 2. Softball fields to be determined by availability
 3. Cascades Golf Course for Golf
- 3.3. Provide an information hotline and voicemail box.
- 3.4. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
- 3.5. Provide the services of the BPRD Inclusive Recreation Coordinator as a liaison, consultant, and contact person between SOIN-MC and BPRD.
- 3.6. Assist with program publicity by continuing to advertise program information in seasonal program guides and website.
- 3.7. Respond to any and all citizen concerns or complaints reported by SOIN-MC under Article 4.3 of this Agreement within twenty-four (24) hours of receipt.
- 3.8. Provide free meeting space for SOIN-MC management team monthly meetings where available.
- 3.9. Provide a shelter free of charge for the summer picnic one Saturday in September.
- 3.10. Support SOIN-MC in acquiring use of track and bowling facilities as follows:
 1. Classic Bowling Lanes for Bowling
 2. IU Field House and IU outdoor track facility for track

4. Special Olympics Indiana Monroe County

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

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

5. Terms Mutually Agreed to By Both Partners

- 5.1. The intent of this Agreement is to document a mutually beneficial partnership between SOIN-MC and BPRD.
- 5.2. The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3. The commitment of personnel, facilities, supplies, materials, and payments will be honored according to the timetable agreed upon by all partners.
- 5.4. SOIN-MC is recognized as having the expertise and experience to conduct the Special Olympics program safely and effectively. However, BPRD shall have the right to review risk management, agreement terms, financial records, coaching, player behavior, and service quality issues.
- 5.5. Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), SOIN-MC may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If SOIN-MC develops such a policy for its activities, the City may implement and enforce it. If SOIN-MC wishes to

develop such a policy, it shall provide a copy of the policy to the City and the policy shall be attached to this Agreement as Exhibit B.

- 5.5.** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

6. Notice and Agreement Representatives

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

SOIN-MC:

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

BPRD:

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

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

7. Termination

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to February 28, 2020 by mutual written agreement only.
- 7.2.** Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

8. Insurance:

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

9. Release and Hold Harmless Agreement:

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

10. E-Verify:

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

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

Paula McDevitt, Administrator
Parks and Recreation Department

Denise Brown, County Coordinator
Special Olympics Indiana Monroe County

Kathleen Mills, President
Board of Park Commissioners

Jeff Mohler, CEO
Special Olympics Indiana Monroe County

Philippa M. Guthrie, Corporation Counsel

STATE OF INDIANA)
)SS:
COUNTY OF _____)



STAFF REPORT

Agenda Item: C-9
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: March 24, 2020
SUBJECT: REVIEW/APPROVAL OF THE CONTRACT WITH KINGSNAKE SOUND
COMPANY FOR 2020 SOUND ENGINEERING SERVICES

Recommendation

Staff recommends approval of contract with KingSnake Sound Company for sound engineering services and equipment rental for Community Events held in the 2020 calendar year.
Funding Source: 200-18-186500-53730 or 201-18-186500-53730

Background

This contract is for sound engineering services, set-up and tear-down of sound equipment, and sound equipment rental for the Bloomington Street Fair, Summer Kickoff Celebration in Switchyard Park, the Bloomington Symphony Orchestra concert in Switchyard Park, the Pumpkin Launch at the Monroe County Fairgrounds, and the Holiday Market at Bloomington's City Hall. This contract also includes estimated repair costs to maintain Bloomington Parks and Recreation's current sound systems. We have used KingSnake Sound Company for several years and they are reliable and continue to be well priced.

Total Dollar Amount of Contract: Not to exceed \$2,000

Approximate breakdown:

200-18-186507-53730=\$975

201-18-186500-53730=\$325

200-18-186500-53990=\$325

201-18-186500-53650=\$375 (Repair Work)

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND KingSnake Sound Company

This Agreement, entered into on this ____ day of _____, 2020 ____, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and KingSnake Sound Company ("Consultant"),

Article 1. Scope of Services Consultant shall provide the Services:

Sound engineering services, equipment rental, and equipment repair for community events hosted by Bloomington Parks and Recreation.

Consultant 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. Consultant shall complete the Services required under this Agreement on or before December 31, 2020, 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 Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Crystal Ritter as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant 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 Consultant 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 Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant 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 Consultant 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 Consultant for all fees and expenses in an amount not to exceed two thousand dollars (\$2,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Crystal Ritter, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant 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 Consultant shall perform the Services according to the following schedule.

Sunday, May 3rd- Bloomington Street Fair on Kirkwood Ave. between Dunn St. and Washington St.

Friday, May 22nd- Summer Sampler event in Switchyard Park, 1601 S. Rogers St.

August- Bloomington Symphony Orchestra Concert in Switchyard Park, 1601 S. Rogers St.

Saturday, October 24- Bloomington Pumpkin Launch at the Monroe County Fairgrounds, 5700 W Airport Rd

Saturday, November 28- Holiday Market at Bloomington's City Hall, 401 N. Morton St.

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

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Consultant Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant 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 Consultant's personnel or proposed outside professional sub-consultants, 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 Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant 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 Consultant.

Article 10. Independent Contractor Status During the entire term of this Agreement, Consultant 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. Consultant 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 Consultant 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 Consultant 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, Consultant 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 \$2,000,000 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. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Consultant 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. Consultant 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 Consultant 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 Consultant 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.

Article 20. Compliance with Laws In performing the Services under this Agreement, Consultant 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, Consultant 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 Consultant 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). Consultant shall sign an affidavit, attached as Exhibit A, affirming that Consultant does not knowingly employ an unauthorized alien. Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington, Attn: Crystal Ritter, 401 N. Morton, Bloomington, IN 47402. **Consultant:** KingSnake Sound Company. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. 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 Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit B, affirming that Consultant has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

KingSnake Sound Company

Philippa M. Guthrie, Corporation Counsel

Chris Ramsey (Owner)

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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.

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 _____, 2017.

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 _____, 2017.

KingSnake Sound Company

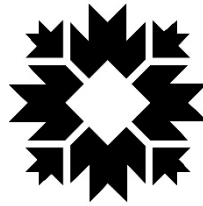
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

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: C-10
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: March 24, 2020
SUBJECT: REVIEW AND APPROVAL OF THE 2020 PARTNERSHIP AGREEMENT WITH MONROE COUNTY CIVIC THEATER INC.

Recommendation


Staff recommends approval of the partnership agreement with Monroe County Civic Theater, Inc. (MCCT). Rental fees to be deposited into account 201-18-186500-43270. Potential rental of Alison Jukebox Building for restroom use = \$640

Background

This is the 31st year of this partnership between Bloomington Parks and Recreation and Monroe County Civic Theater, Inc. (MCCT) to share resources to provide the Bloomington community with free performances of Shakespeare plays in Waldron, Hill, and Buskirk Park. MCCT is responsible for the production of the plays, while Bloomington Parks and Recreation provides assistance in the form of promotion of the event and the use of the Waldron, Hill, and Buskirk Park stage. There are no changes to this year's partnership agreement.

This partnership allows for the rehearsal and performance of a "Shakespeare in the Park" play in Waldron, Hill, and Buskirk Park each summer. This year's production will be "*All's Well That Ends Well*" and will be held Thursday, June 4th through Sunday, June 7th. The partnership also provides MCCT the ability to rent the restrooms at the Alison-Jukebox Community Center.

RESPECTFULLY SUBMITTED,


Crystal Ritter, Community Events Coordinator

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

This Agreement is made and entered into this ____ day of _____, 2020, by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Monroe County Civic Theater (“MCCT”).

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

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

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

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from March 24, 2020, to December 31, 2020, unless early termination occurs as described in Article 8.0 of this Agreement.

3.0 Bloomington Parks and Recreation:

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

BPRD agrees to:

- a. Provide use of the stage in the Waldron, Hill, and Buskirk Park for five (5) nights per week (Sunday-Thursday) during the eight (8) weeks leading up to public performances. Performances are to be held June 4 through June 7. Rehearsal schedule must be submitted to BPRD two weeks prior to start of rehearsals.
- b. Publicize performances with the Performing Art Series through concert cards, program guide, and in weekly press release.

4.0 Monroe County Civic Theater:

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

MCCT agrees to:

- a. Name BPRD in all forms of publicity as a co-sponsor of performances held in Waldron, Hill, and Buskirk Park.
- b. Be responsible for the production in its entirety including: auditions, rehearsals, staging, props, costumes, and other production needs.

- c. Ensure that the productions are appropriate for the general public.
- d. Inform actors, directors, and producers of policies and building procedures and adhere to same.
- e. Schedule and pay any costs associated with securing a Parks supervisor in order to open the Allison Jukebox Building (category B of the price schedule) for restroom access during times when the building is not open to the public.

5.0 Release and Hold Harmless Agreement:

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

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

- a. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and MCCT.
- b. The staff and personnel involved in this Agreement will at all times represent both partners to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction.
- c. The commitment of personnel, promotions, equipment, and funding sources will be honored according to the timetable agreed upon by both partners.
- d. MCCT is recognized as having the expertise and experience to run the production safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- e. The Agreement and the services provided will be evaluated in January, 2021.
- f. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit. **Theatrical property weapons may be used for theatrical productions with pre-approval from BPRD.**
 - g. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington property.

7.0 Notice and Agreement Representatives:

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

Monroe County Civic Theater
Steve Heise
1406 S. Washington St.
Bloomington, Indiana 47401
812-323-9360 (cell)

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

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

Monroe County Civic Theater
Steve Heise
1406 S. Washington St.
Bloomington IN 47401
812-323-9360 (cell)

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

8.0 Termination

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

9.0 E-Verify

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

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

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

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

MONROE COUNTY CIVIC THEATRE

Kathleen Mills, President
Board of Park Commissioners

Steve Heise, President

Paula McDevitt, Parks Director

Philippa M. Guthrie, Corporation Counsel

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

- Signature

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

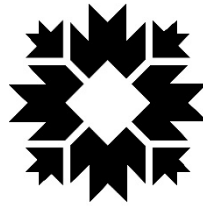
Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2020.

Notary Public

Printed name

Residing in _____ County

My Commission Expires: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-11
Date: 3/14/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: March 24, 2020
SUBJECT: REVIEW/APPROVAL OF THE 2020 PARTNERSHIP WITH THE RYDER FILM SERIES AND MAGAZINE


Recommendation

Staff recommends approval of the partnership with the Ryder Film Series to obtain movie licenses for the 2020 season of the Movies in the Parks series. The Bloomington Parks and Recreation Department will acquire sponsorship funds to pay for the movie licenses. The Ryder will acquire the movie licenses and will provide monthly advertisements in The Ryder Magazine. Movie Licenses, movie rental/purchasing fees, and the advertisement fees to The Ryder Magazine will be paid for out of account 201-18-186506-53990.

Background

The partnership with The Ryder Film Series and Magazine (The Ryder) has brought free public screenings of movies for over 20 years to the Bloomington community. This partnership provides a way to for the Bloomington Parks and Recreation Department (Parks) to acquire movie licenses at a discounted rate. This year 6 films in 4 locations: Bryan Park Pool, Bryan Park, Olcott Park, and Switchyard Park, will be offered The partnership includes compensating The Ryder an additional amount equal to half of the remainder of movie sponsorship revenue that Parks brings in through sponsorships, in an amount not to exceed One Thousand Eight Hundred Dollars (\$1800.00) in addition to the, One Thousand Five Hundred Dollars (\$1500.00), cost of the movie rights and shipping fees. The Ryder will provide monthly advertisements in The Ryder magazine promoting the Movies in the Park series. The Ryder will provide access to marketing pieces (logos, pictures, etc) associated with selected movies. No changes have been made to this year's agreement.

RESPECTFULLY SUBMITTED,


Crystal Ritter, Community Events Coordinator



COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

The Ryder Film Series

This Agreement is made and entered into this _____ day of _____, 2020, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and The Ryder Film Series (“Ryder”).

WHEREAS, BPRD and The Ryder desire to cooperate in the provision of free outdoor movies for the benefit of the general public; and

WHEREAS, The Ryder is qualified to perform such services with BPRD; and

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

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Partners to this Agreement agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which provides for increased entertainment opportunities for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from April 1, 2020, to December 31, 2020, unless early termination occurs as described in Article 7 of this Agreement.

3.0 Bloomington Parks & Recreation:

The goal of BPRD is to build a positive relationship with The Ryder in order to provide more affordable entertainment opportunities for the Bloomington community. BPRD agrees to:

3.1. Provide a screen, sound equipment, projector, and staffing for the *Movies in the*

Park movie series and any other movies shown in BPRD facilities.

- 3.2. Secure financial sponsorship and schedule movie times for the *Movies in the Park* movie series and any other movies shown in BPRD facilities.
- 3.3. Promote the *Movies in the Park* in a quarterly Program Guide and through public service announcements and news releases, listing The Ryder as a co-sponsor in all publicity.
- 3.4. Work with The Ryder on selecting appropriate films for movies shown in BPRD facilities. The total cost of the movie rights and shipping fees for the *Movies in the Park* Series shall be no more than One Thousand Five Hundred Dollars (\$1500.00). The BPRD also has the option to obtain a movie on its own and not pay shipping fees. Additional costs will be associated with any additional films added at later dates within the year.
- 3.5. Compensate the Ryder for the cost of the movie rights and shipping costs, plus an additional amount equal to half of the remainder of movie sponsorship revenue, in an amount not to exceed One Thousand Eight Hundred Dollars (\$1800.00).
- 3.6. Pay The Ryder in two (2) installments, one following the third movie and one following the sixth movie. BPRD will e-mail The Ryder after the third and sixth movie to secure an invoice for the amount due, and will pay the invoice within thirty (30) days after receipt. In the event that a movie is rescheduled, BPRD will cover any additional shipping fees. Additional movies scheduled by BPRD staff will be invoiced separately by program areas.

4.0 The Ryder:

The goal of The Ryder is to provide free outdoor movies to the Bloomington community. The Ryder agrees to:

- 4.1. Promote *Movies in the Park* in its film series calendar, listing BPRD as a co-sponsor in all publicity.
- 4.2. Provide two (2) full-page advertisements to thank and appreciate the movie sponsors in The Ryder magazine, one in the month before the series begins and one in the month after the series ends.
- 4.3. Provide monthly ¼ size advertisements in The Ryder magazine promoting *Movies in the Park*. BPRD will provide these to the The Ryder.
- 4.4. Work with BPRD on selecting appropriate films for *Movies in the Park* Series as well as any additional movies shown in BPRD facilities.
- 4.5. Provide invoices for payment by BPRD. Following the third and sixth movies. The Ryder will provide an invoice to BPRD for the amount due. Separate invoices

will be sent to program areas if additional movies are scheduled.

- 4.6. Secure all movies and the rights to show the movies.
- 4.7. The Ryder will consult with BPRD staff on best practices and industry trends.
- 4.8. The Ryder will provide access to marketing pieces (logos, pictures, etc) associated with selected movies for the Movies in the Park Series.

5.0 Terms Mutually Agreed To By All Partners To This Agreement:

The intent of this Agreement is to document a mutually beneficial partnership between BPRD and The Ryder.

- 5.1. The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of both partners to quality services and customer satisfaction.
- 5.2. The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- 5.3. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- 5.4. The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
- 5.5. This Agreement and the services provided will be evaluated in January 2021.

6.0 Notice and Agreement Representatives:

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

Bloomington Parks & Recreation
Becky Higgins
Box 848
Bloomington, IN 47404
barrickb@bloomington.in.gov
812-349-3713

The Ryder
Peter Lopilato
405 West Fourth St.
Bloomington, IN 47404
812-339-2002

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

Bloomington Parks & Recreation

Crystal Ritter
Box 848
Bloomington, IN 47404
ritterc@bloomington.in.gov
812-349-3725

The Ryder

Peter Lopilato
405 West Fourth St.
Bloomington, IN 47404
812-339-2002

7.0 Termination:

- 7.1. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2020, by mutual written agreement only.
- 7.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

8.0 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 anyway affect the other 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.

9.0 Release and Hold Harmless Agreement:

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

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

BLOOMINGTON PARKS AND RECREATION DEPARTMENT

Leslie J. Coyne
Vice President, Board of Park Commissioners

Paula McDevitt, BPRD Director

Philippa M. Guthrie, Corporation Counsel

THE RYDER FILM SERIES

Peter Lopilato

STATE OF INDIANA)
)SS:
COUNTY OF _____)

[illegible]

6



STAFF REPORT

Agenda Item: C-12
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator
DATE: March 24th, 2020
SUBJECT: SERVICE AGREEMENT-HARREL FISH, INC.

Recommendation

Staff recommends approval of a service agreement with Harrel Fish, Inc. to provide HVAC maintenance and repairs at the Banneker Community Center and Alison-Jukebox Building.

Total Dollar Amount of Contract: \$4,000

200-18-184500-5361-Bi-yearly maintenance-\$740

201-18-184500-5399-Repairs-\$800

200-18-187500-5231-HVAC Repair Supplies-\$770

200-18-187500-5361-Service Agreement-\$890

200-18-187500-5363-HVAC Repairs-\$800

AJB Total: \$1,540

BBCC Total: \$2,460

Background

Banneker and AJB along with other Department facilities have contracted with Harrel Fish, Inc. for many years which have included significant HVAC repairs at both Banneker and AJB within the last two years. This agreement has been increased from 2019 to provide extra support should further repairs be needed. This agreement also have a renewal clause should both parties agree to extend on a yearly basis for up to three years.

RESPECTFULLY SUBMITTED,

Program/Facility Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HARREL FISH, INC. (H.F.I.)**

This Agreement, entered into on this 10th day of December, 2020, 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 repair, adjust and/or replace heating ventilation and cooling components at the Banneker Community Center and Alison-Jukebox Building ("Services") for a set price of Eighty Dollars (\$80) per hour Monday-Friday 7:00 am-6:00 pm and all other times for an afterhours hourly rate of Ninety Five Dollars (\$95) plus an additional cost for parts and materials. Banneker and Alison-Jukebox staff will give contractors at least (2) two working days' notice on repair. Repairs requiring more immediate action (emergencies) may be billed at an emergency hourly rate of Ninety Five Dollars (\$95). Holiday call-out/double-time hourly rate will be One Hundred and Sixteen Dollars (\$116). Types of HVAC components are: blower motors, thermostats, gas valves, filters, and control boards. Consultant shall provide seasonal inspections of equipment 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 December 31st, 2020, 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/or Amy Shrake-Alison-Jukebox Building as the Department's Project Managers. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Erik Pearson-Banneker Community Center or Amy Shrake-Alison-Jukebox Building, 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:

Consultant shall perform the services as needed. HFI is required to perform two maintenance checks per year as well as other repairs as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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-Alison-Jukebox Building, 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.

Article 25. Renewal

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

Harrel Fish, Inc. (H.F.I)

Mike Hupp, Vice President

Date

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 _____, 20____.

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____.

Contractor

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-13
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator
DATE: March 24th, 2020
SUBJECT: SERVICE AGREEMENT-Educational Furniture

Recommendation

Staff recommends approval of a service agreement with Educational Furniture to deliver and install furniture, cabinetry and counter tops at the Banneker Center.

Background

The Parks and Recreation Department received grant funding from Regional Opportunity Initiatives Inc. to provide facility and program upgrades within the Banneker Community Center. Funding calls for the purchase of mobile tables and chairs along with cabinetry and countertops throughout the facility.

Total Dollar Amount of Contract: \$45,000

201-18-G20002-52420=\$36,000

201-18-G20002-53610=\$9,000

RESPECTFULLY SUBMITTED,

Program/Facility Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
EDUCATIONAL FURNITURE.**

This Agreement, entered into on this 24th day of March, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Educational Furniture ("Contractor").

Article 1. Scope of Services Contractor shall deliver and install furniture, cabinetry and counter tops at the Banneker Community Center. Contractor shall complete the Services required under this Agreement on or before December 31st, 2020, 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 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 (\$45,000). 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, 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:

Educational Furniture will be delivering and installing mobile tables/chairs and benches at the Banneker Center between March 30th-April 17th. Educational Furniture will work with Banneker staff to ensure access within the facility is equitable and safe for all participants.

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

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

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

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

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

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

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 401 N. Morton, Bloomington, IN 47402. **Contractor: Educational Furniture.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25. Renewal

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

CITY OF BLOOMINGTON

Educational Furniture

Philippa M. Guthrie, Corporation Counsel

Max Goecker, Representative

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____.

Educational Furniture

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: C-14
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator
DATE: March 24th, 2020
SUBJECT: Bylaws-Banneker Community Center Advisory Council

Recommendation

Staff recommends approval of bylaws with for the Banneker Community Center Advisory Council.

Background

In late 2019, Banneker Community Center staff sought to restructure the Banneker Community Center Advisory Council. In November of 2019 applications were received and twelve individuals were approved by Department staff and the Board of Parks Commissioners to join the BCCAC.

Throughout the end of 2019 and first two months of 2020, Banneker staff as BCCAC liasons have worked with current BCCAC members to update bylaws for the BCCAC. The recommended bylaws represent the current standing of the BCCAC and allow for continued development as this group seeks to advise Department staff on Banneker Community Center activities.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Erik Pearson". The signature is fluid and cursive, with a prominent initial "E".

Staff Name, Title

Advisory Council Policies - 5010

Date: February 5th, 2020

Accreditation Standard #: 1.1.2

POLICY RE: Banneker Community Center Advisory Council (BCCAC)

Advisory Council Established

The Benjamin Banneker Community Center Advisory Council composed of a minimum of twelve (12) voting members.

Qualifications of Council Members

The members of the council shall be qualified electors of the City and shall serve without compensation. The members of the council shall hold no other elected or paid public office in the City. Council members must be involved members of the Bloomington/Monroe County community and represent a diverse background and knowledge of youth work and community organizing in the region.

Term of Office and Vacancies of Council

Members of the council shall generally serve for a period of two (2) years. Initial terms for current 12 member council will be staggered in 1, 2 and 3 year terms beginning in 2020. New and renewing members will serve two year terms thereafter. Replacement members filling vacancies will NOT be required to take on the rest of the term of the individual with which they replaced. All new members will begin with a two-year term.

Term limits will not be set, however at the end of the two-year term members must indicate whether they wish to extend for another two-years and be approved in doing so by the Bloomington Board of Park Commissioners.

Appointments to Council

Appointments to the council and the filling of vacancies shall be made by the Board of Park Commissioners. All new members will begin with a two-year term. Applications will be accepted on a yearly basis between January-March of each year unless a vacancy is submitted prior. New applicants will need to fill an outgoing void or need within the three subcommittees: 1) Programming & Policy, 2) Facility and Funding and 3) Advocacy and Outreach.

Organization of Council

At its first regular meeting following January 1 of each year, the members of the council shall elect a chair of the three subcommittees (Programing & Policy, Advocacy & Outreach and

Advisory Council Policies - 5010

Date: February 5th, 2020

Accreditation Standard #: 1.1.2

Funding & Facility). The chairs of each subcommittee will also serve as co-chairs of the Council at-large and represent the Council at functions i.e. Park Board Meetings, Events, etc. Each chair is responsible for organizing their subcommittee and presenting updates at each Council meeting. Each chair will work with Banneker Center staff on goals and objectives of the subcommittees but will ultimately take up assignments as they so choose. Chairs will work together each month to submit meeting agendas to Banneker Center staff no fewer than 72 hours prior to the next scheduled meeting. Members may be allowed to participate in no more than two subcommittees at a given time. Members must be evenly dispersed within subcommittees at the co-chairs discretion.

Procedure

The council shall adopt rules and regulations to govern procedure each January and will meet as a whole the third Monday of each month unless otherwise scheduled. At the beginning of each meeting, co-chairs will have a call to order and seek to approve meeting minutes from previous month's meeting. Each vote will require a move and be seconded before all voting members vote. If the vote is approved, a co-chair will announce the approval.

Council will vote on the following procedures:

- Approval of Meeting Minutes
- Approval of co-chair appointees
- Approval of subcommittee rosters
- Approval of recommendations to fill Council vacancies
- Formal recommendations to be made to the Bloomington Parks and Recreation Department/Board of Park Commissioners
 - I.e. Change to bylaws, change to policy/programming/facility projects/outreach, etc.
- Approval of Council's involvement in Banneker events, i.e. Block Party, Thanksgiving, Black History Month Celebration.

Quorum

A majority of members present shall constitute a quorum for the purpose of taking action on any agenda items.

Absence from Council Meetings

Absence of a member from three consecutive meetings, without prior communication noted in the official minutes, constitutes the voluntary resignation of such absent member and the position shall be declared vacant. Each member must attend at least four (4) meetings in a six-month

Advisory Council Policies - 5010

Date: February 5th, 2020

Accreditation Standard #: 1.1.2

window to remain an active member of the Council. The two six-month windows will include January-June and July-December. Members who are unable to attend monthly meetings, but remain active on subcommittees must still attend at least four (4) of the six meetings.

Minutes of Council Meetings

The Administrator of the Parks and Recreation Department shall appoint a secretary to maintain accurate minutes of the activities and official actions of the council. This secretary shall also serve as the staff liaison between the council and the Parks and Recreation Department. Minutes will be dispersed to all members of the Council within two days (2) from the subsequent monthly meeting to be approved at the beginning of said meeting.

Council Duties and Responsibilities

The duties and responsibilities of the BBCAC shall be to:

- a. Act in an advisory capacity to the Board of Park Commissioners in all matters pertaining to operations of Benjamin Banneker Community Center (BBCC) and to cooperate with other civic groups and governmental agencies in the use and advancement of activities held at BBCC for the entire Bloomington community;

Work with Banneker staff to develop and implement strategies for community engagement on what citizens programming wants and needs are;
- b. Provide input to staff to assist in the formulation of policies on the BBCC for approval by the Board of Park Commissioners;
- d. Report to the Board of Park Commissioners annually to discuss proposed policies, programs, budgeting, future needs or other matters requiring joint deliberation;
- e. Recommend to the Board of Park Commissioners the development of additional areas or improvements at BBCC
- f. Assist Banneker staff to make recommendations to Board of Park Commissioners for Council vacancies.
- g. Assist the Board of Park Commissioners in communicating to the citizens any difficulties faced by the Board in financing the operations of BBCC and the improvement and maintenance of present facilities

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Date: February 5th, 2020

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- h. Assist the programs held at BBCC by volunteering to work as requested by Parks and Recreation at special events or activities; especially those events which place an emphasis upon youth, and other special events for all members of the community
- i. Work closely with local public, private, and semi-private organizations in a mutually cooperative manner for the betterment of BBCC services and facilities
- j. Assist in identifying citizen needs and concerns for the Board of Park Commissioners as it may effect BBCC operations as a community center for all of Bloomington



STAFF REPORT

Agenda Item: C-15
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull
DATE: MARCH 17, 2020
SUBJECT: CONTRACT WITH KENTUCKY FAIRWAYS ZOYSIA FARM

Recommendation

Staff recommends approval of Kentucky Fairways Zoysia Farm for this project. Non-reverting 201-18-183500-54430.

Background

This is the final 9 holes of Zoysia grass installation on the Pine 9. This same vendor did the other two installations and we have been very satisfied with their work. The original designated series in the bond for this project has been exhausted and that is why it is being funded out of non-reverting.

Bids were solicited back in January 2020. We only received this one bid but that was to be expected. We were allowed to trim back the turf coverage on the original specifications to reduce the cost of this project. As a reminder, Zoysia is a highly desired type of grass because of several reasons: it thrives in heat, it requires less watering, it chokes out weeds, it takes less chemicals overall, and the turf growth spreads over time.

RESPECTFULLY SUBMITTED,

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

John Turnbull, Division Director Sports

**CONTRACT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
KENTUCKY FAIRWAYS ZOYSIA FARM
FOR
ZOYSIA GRASS INSTALLATION PINE 9 CASCADES GOLF COURSE**

THIS CONTRACT is executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter City), and Kentucky Fairways Zoysia Farm, (hereinafter Contractor);

WITNESSETH THAT:

WHEREAS, the City desires to retain Contractor's services for the **Scope of Work** (more particularly described in Attachment A, "Scope of Work") ("Services"); and

WHEREAS, Contractor is capable of performing the Services as per its Bid, presented at the March 4 deadline. and

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

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

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

ARTICLE 1. TERM

1.01 This Contract shall be effective upon execution of this Contract 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 Contract no later than December 31, 2020, unless the parties mutually agree to a later completion date. "Substantial Completion" shall mean completion of all work.

2.02 Contractor agrees that no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Contract. 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 the 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 Contract.

3.02 Contractor shall submit an invoice to the City upon the completion of the Services described in Article 3.01. Upon the submittal of an invoice, the City shall compensate Contractor in a lump sum not to exceed Two Hundred Thirty Nine Thousand, Two Hundred Ninety Two Dollars(\$239,292.00) within forty-five (45) days of receipt of invoice. Invoices may be sent via first class mail postage prepaid or via email. The invoice shall be sent to:

John Turnbull
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

The 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 the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers or employees.
- Damage to the City or a third party.

Additional services not set forth in Attachment A, or changes in 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.

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 under this Contract 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 the City's representatives during reasonable business hours.

3.05 For projects utilizing federal funding, the Contractor shall submit time sheets (WH-347) for its own and all subcontracted employees, to the Director of the Parks and Recreation Department ("Director") or his/her representative for approval and review, including review for compliance with Davis Bacon requirements.

3.06 Division Director Sports

The Division Director Sports or his/her designee shall act as the City's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Division Director Sports in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. GENERAL PROVISIONS

4.01 Contractor agrees to indemnify and hold harmless the 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 the City or has used in connection with this Contract and regardless of whether or not it is caused in part by a party indemnified herein. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in

connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

Contractor shall indemnify and hold harmless the 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.

4.02 Abandonment, Default and Termination

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

4.02.02 If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Contract, the 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, the City may, at its option, terminate this Contract 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 such action exceeds the unpaid balance of the sum amount, Contractor or its surety, shall pay the difference to the City.

4.02.03 Default: If Contractor breaches this Contract or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Contract within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by Director or his/her 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 Contract or fails to carry on the work in an acceptable manner.

4.02.04 The City shall send Contractor a written notice of default. If Contractor, or its Surety, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of 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 Contract with another Contractor for the completion of the Contract according to the terms and provisions thereof, or the City may use such other methods as, in its opinion, shall be required for the completion of this Contract in an acceptable manner.

4.02.05 All cost of completing the work under this Contract shall be deducted from the monies due or which may become due to said Contractor. In case the expenses so incurred by the 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 the City the amount of said excess. By taking over the prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its Surety for failure to complete the work in the time specified.

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

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

4.03 Successors and Assigns

4.03.01 Both parties agree that for the purposes of this Contract, Contractor shall be an Independent Contractor and not an employee of the City.

4.03.02 No portion of this Contract shall be sublet, assigned, transferred or otherwise disposed of by Contractor except with the written consent of the City. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Contract shall not be construed to relieve Contractor of any responsibility of the fulfillment of this Contract.

4.04 Extent of Contract: Integration

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

1. This Contract 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 Contract 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 as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. Contractor's submittals.
12. The Performance and Payment Bonds.
13. Request for Taxpayer Identification number and certification: Substitute W-9.

4.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of the 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 the City shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

4.05 Insurance

4.05.01 Contractor shall, as a prerequisite to this Contract, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Contractor's operations

under this Contract, 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:

Coverage

Limits

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

4.05.02 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 Contracts;
- 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 the 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.

4.05.03 With the prior written approval of the 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.

4.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that 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 the City. The City shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. Contractor shall agree to a waiver of subrogation on its Worker's Compensation policy.

4.06 Necessary Documentation

Contractor certifies that it will furnish the 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 Contract.

4.07 Applicable Law

Contractor agrees to comply with all federal, state, and local laws, rules and regulations applicable to Contractor in performing work pursuant to this Contract, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Contract 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 Contract shall be in the Monroe Circuit Court, Monroe County, Indiana.

4.08 Non-Discrimination

4.08.01 Contractor and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, 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 Contract.

4.08.02 Contractor certifies for itself and all its subcontractors compliance with existing laws of 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.

4.08.03 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 Contract or any sub Contract 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 Contract 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 the City, under this Contract, 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 Contract. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Contract may be canceled or terminated by the 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 Contract.

4.08.04 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.

4.09 Workmanship and Quality of Materials

4.09.01 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 the City of the purchase price of that portion which failed or may result in the forfeiture of Contractor's Performance Bond.

4.09.02 OR EQUAL: Wherever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. 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 Director. The approval by the Director 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 upon prior written approval of the Director.

4.09.03 The City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director and are not subject to arbitration.

4.10 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.

4.11 Amendments/Changes

4.11.01 Except as provided in Paragraph 4.11.02, this Contract may be amended only by written instrument signed by both the City and Contractor.

4.11.02 Without invalidating the Contract and without notice to any surety, the 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 Contract Documents.

4.11.03 If Contractor believes that any direction of the City under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with the 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.

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

4.12 Performance Bond and Payment Bond

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

4.12.02 Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

4.12.03 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 the City.

4.13 Payment of Subcontractors

Contractor shall pay all subcontractors, laborers, material suppliers and those performing services to Contractor on the project under this Contract. The 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, the City shall withhold money due to Contractor in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to Contractor.

4.14 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	Kelly Yates
Attn: John Turnbull	Kentucky Fairways Zoysia Farm
401 N. Morton, Suite 250	6310 Old Heady Road
Bloomington, Indiana 47402	Louisville, Kentucky 40299

4.15 Severability and Waiver

In the event that any clause or provision of this Contract 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 Contract. Failure of either party to insist on strict compliance with any provision of this Contract shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Contract.

4.16 Notice to Proceed

Contractor shall not begin the work pursuant to the "Scope of Work" of this Contract until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Contract 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 Contract 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.

4.17 Steel or Foundry Products

4.17.01 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 the City feel that the cost of domestic steel or foundry products is unreasonable, the City will notify Contractor in writing of this fact.

4.17.02 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.”

4.17.03 Domestic Foundry products are defined as follows:

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

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

4.17.05 The City may not authorize or make any payment to Contractor unless the City is satisfied that Contractor has fully complied with this provision.

4.18 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 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 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 Contract 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 Contract, unless the City 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 its 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 this Contract with the City.

4.19 Non-Collusion

Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or Contract 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. Consultant shall sign an affidavit, attached hereto as Attachment C, affirming that Consultant has not engaged in any collusive conduct. Attachment C is attached hereto and incorporated by reference as though fully set forth.

4.20 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 the City; or provides false information to the City regarding Contractor's employee drug testing program. Contractor shall sign an affidavit, attached as Attachment D, affirming that Contractor has and shall implement Contractor's employee drug testing program throughout the term of this project.

ARTICLE 5. RETAINAGE

This is a lump sum, single payment contract settled upon completion of installation. No retainage is necessary.

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

DATE: _____

City of Bloomington

Contractor

Kathleen Mills, President
Board of Park Commissioners

Contractor Representative

Paula McDevitt, Director
Parks and Recreation Department

Printed Name

Philippa M. Guthrie, Corporation Counsel

Title of Contractor Representative

ATTACHMENT A
“SCOPE OF WORK”

ZOYSIA GRASS INSTALLATION PINE 9 CASCADES GOLF COURSE

This project shall include, but is not limited to the following:

Meyer Zoysia installation shall be on Pine 9 fairways only.

Owner will scrape and prepare for contractor to install.

Square yards of sod is 46,920.

Contractor is to deliver sod.

Contractor is to install the sod.

Contractor is to communicate with owner on scheduling of installation as preparation work needs to be timed by the owner.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF _____)
) SS:
COUNTY OF _____)

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.

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.

Kentucky Fairways Zoysia Farm

STATE OF _____)
) SS:
COUNTY OF _____)

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

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

5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Printed Name of Notary Public

County of Residence:



STAFF REPORT

Agenda Item: C-16
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull
DATE: MARCH 17, 2020
SUBJECT: SERVICE AGREEMENT WITH ALEXANDER ELECTRIC INC.

Recommendation

Staff recommends approval of this service agreement. Several annual budget accounts could be used, if we require or desire their services. 200-18-182001-53630, 200-18-182002-53630, 200-18-182500-53630

Background

We would like to add another electrical contractor to our list of possible vendors.

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. "Public Work" means any service done on city property that is paid for out of a public fund. The manual outlines that if the public work is estimated to cost less than \$150,000 and involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing.

RESPECTFULLY SUBMITTED,

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

John Turnbull, Division Director Sports

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ALEXANDER ELECTRIC, INC.**

This Agreement, entered into on this ____ day of _____, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Alexander Electric, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide electrical repairs and service ("Services") at an hourly rate of \$100 for the first hour and \$50 per hour per electrician each additional hour 7am-3pm Monday-Friday. The minimum overtime service call rate (Saturday/Sunday and after 3pm) is \$150 for the first hour and \$75 for each additional hour per electrician. Minimum Holiday Rate is \$200 per hour per electrician. Material is cost plus 15% and hourly charges are port to port. Bucket trucks, trencher, line truck is \$35 per hour. 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, 2020, 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 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 Thousand Dollars and zero cents \$7,000.00 annually. 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. 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 an agreed upon schedule per job.

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

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

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

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

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

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

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: John Turnbull, 401 N. Morton, Bloomington, IN 47402. Contractor: Mike Alexander, 5970 West State Road 48, Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Alexander Electric, Inc.

Philippa M. Guthrie, Corporation Counsel

Mike R. Alexander, 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 _____, 2020.

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____.

Alexander Electric, 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 _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-17
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: March 24, 2020
SUBJECT: PARTNERSHIP AGREEMENT WITH CENTERSTONE

Recommendation

Staff recommends approval of a partnership agreement with Centerstone for contractual services to provide employees to serve on one of several work crews including custodial maintenance, landscaping and golf course grounds maintenance.

Background

This partnership was piloted in 2017 with focus on the high volume parks in the downtown area including Seminary Park, Peoples Park, Building Trades Park and Rev. Ernest D. Butler Park. It has successfully operated for three seasons. Golf course and landscaping operations were added to the partnership in 2018 and have also proved to very successful.

Due to the successful history of this partnership the department would like to continue a contractual working relationship with Centerstone. Centerstone will invoice the department the hourly rate of employment for clients who work in the program. Each of the three areas will provide training, equipment and general oversight of the designated locations to ensure they are maintained to the high standard under which the department operates.

Seasons for the crews will be as follows:

- Custodial Operations – March 30-October 30 – M-F – 1:00-5:00pm
- Landscaping – March 31-October 29 – T, W & R – 7:30am-3:30pm
- Golf Course – April 7-October 15 – T & R – 8am-12pm

The hourly wage for Centerstone employees will be \$13.21/hour. Funding sources for this partnership program are:

- Custodial Operations: 200-18-189000-53990 - \$34,641
- Landscaping: 200-18-189000-53990 - \$43,231
- Golf Course: 200-18-183500-53990 - \$9,386

RESPECTFULLY SUBMITTED,

Barb Dunbar, Operations Coordinator



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this 24th day of March 2020, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and, Centerstone. (“CS”).

WHEREAS, BPRD and CS desire to cooperate in a park maintenance crew, landscaping crew and Cascades Golf Course crew; and

WHEREAS, CS is qualified to perform such services for BPRD; and

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

NOW, THEREFORE, the 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 CS clients to work for CS in BPRD parks by combining available resources from each party to the Agreement.

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until December 31, 2020 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide well maintained parks for the community to enjoy.

3.2 BPRD agrees to:

1. Designate Seminary Park, Peoples Park, Butler Park, Building Trades Park, the Waldron, Hill and Buskirk Park and along Kirkwood Ave. between Indiana and Walnut Streets as sites for the park maintenance crew. (Monday – Friday 1pm-5pm March 30, 2020 – October 30, 2020).
2. Under the direction of City Landscaper designate landscaping areas and

tasks for the landscaping crew (Tuesday, Wednesday, Thursday; 7:30am – 3:30pm; March 31, 2020 – October 29, 2020).

3. Under the directions of the Cascades Golf Course Manager designate ground keeping duties such as landscaping pruning, weed pulling, debris removal, bunker weeding, raking leaves, painting, litter pick-up and other related duties. (Tuesday and Thursday; 8am – 12pm; April 7, 2020 – October 15, 2020).
4. To provide on-site training for the CS park maintenance, landscaping, and Cascades Golf Course crew.
5. Provide maintenance equipment and supplies necessary to maintain the designated parks, landscaped areas and Cascades Golf Course.
6. Provide personal protection equipment for members for the CS park maintenance, landscaping and Cascades Golf Course crew.
7. Pay CS invoiced amounts for labor costs of the Parks seasonal employment program. Amounts not to exceed an hourly rate of \$13.21 per hour, plus FICA for park maintenance, landscaping crew positions and Cascades Golf Course crew.

4.0 CENTERSTONE Agrees to:

4.1 The goal of Centerstone is to conduct an employment placement program for park maintenance.

4.2 CS agrees to:

- Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews.
- Provide the following number of employees per area:
 - o Cascades Golf Course: 3 employees; total of 8 hours per week per employee.
 - o Park Maintenance Crew: 4 employees; total of 20 hours per week per employee.
 - o Landscaping Crew: 4 employees; total of 24 hours per week per employee.
- Invoice Parks twice per season for labor costs from March 30 – June 30 and July 1 – October 31 at a reimbursement rate of \$13.21 per hour plus FICA depending on the positions filled and hours worked.
- Provide separate invoices for each of the three areas: Cascades Golf Course, Landscaping and Park Maintenance.
- Provide transportation to the sites (People's Park, Seminary Park, Building Trades Park, Butler Park, the Waldron, Hill and Buskirk Park and along Kirkwood Ave between Indiana and Walnut St.), Operations Center, and Cascades Golf Course
- Provide a Supervisor to transport and supervise crew on site

- Have substitute workers available to fill in or permanently take a spot on the crew
- Address behavioral issues that come up at sites
- Complete maintenance log daily per site
- Communicate with designed park staff on issues, progress, and supply needs
-

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 CS 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** CS shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and CS shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. CS and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4** The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5** CS is recognized as having the expertise and experience to hire and supervise the park maintenance, landscaping and golf course work crews safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- 5.6** Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on city property.
- 5.7** Pursuant to Indiana code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), CS may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If CS implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.

5.8 The parties will evaluate this Agreement and the services provided during the month of February 2021.

5.9 CS shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CS's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CS, or its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

6.0 Notice:

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

Centerstone

Greg May
645 S. Rogers St.
Bloomington, IN 47403
(812)337-2237

BPRD

Mark Marotz
930 W Fourth St.
Bloomington, IN 47403
(812) 327-6119

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

Centerstone

Greg May
645 S. Rogers St.
Bloomington, IN 47403
(812)337-2237

BPRD

Dave Fox – Operations (812)360-9461
Joanna Sparks – Landscaping (812)349-3497
Aaron Craig – Golf Course (317)345-5842

7.0 Termination

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

Signed and Agreed to this _____ day of _____, 2020.

CENTERSTONE:

Suzanne Koesel, CEO

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Kathleen Mills, President,
Board of Park Commissioners

Date

Philippa M. Guthrie, Corporate Counsel

Date



STAFF REPORT

Agenda Item: C-18
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Jania, Natural Resources Coordinator
DATE: March 24th, 2020
SUBJECT: Approval of Partnership Agreement for Bug Fest 2020

Recommendation

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

Background

The Bloomington Parks and Recreation Department recommends approval of a partnership agreement 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") for Bug Fest 2020. The purpose of this event is to provide a fun way for members of the Bloomington community to learn about insects and their relatives and their importance to our environment by combining available resources from field experts and community partners.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Jania". The signature is fluid and cursive, with the first name "Rebecca" and last name "Jania" clearly distinguishable.

Rebecca Jania, Natural Resources Coordinator



**COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP
FOR
BUG FEST 2020**

Parties(s):

This Cooperation Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2020, 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 Hilltop Gardens at Indiana University (“IUHG”)(each as a “Party” and collectively the “Parties”).

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 collaborations and contractual arrangements with other community organizations to ensure delivery of services; and,

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

NOW THEREFORE, the Parties do mutually agree as follows:

1. Purpose of Agreement:

The goal of this project is to outline a program collaboration which will provide an event that is a fun 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 Party to the Agreement.

2. Duration of Agreement:

This Agreement commences on January 1st and expires on July 30th, 2020 unless terminated earlier as provided under Article 9 of this Agreement.

3. Bloomington Parks and Recreation Department:

The goals of BPRD are to collaborate 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 June 20th, 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 pop-up tents, 16’ x 16’ tent, folding chairs, and tables for event.
- 3.5. Provide program publicity by publishing an event announcement on the BPRD’s social media outlets and summer program guides.
- 3.6. Promote Bug Fest at 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 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 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 collaborate 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 (“TUHG”) on Saturday June 20th, 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.
- 4.1. Assist with the distribution of promotional materials to include flyers, posters, and signs.
- 4.2. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- 4.3. Acquire event sponsors by June 1, 2020, coordinate sponsor recognition, and manage event budget.
- 4.4. Identify and coordinate tent rental needs and payment.
- 4.5. Provide BPRD with final printed-material requests by June 5th, 2020.
- 4.6. Promote Bug Fest at other major family-friendly MCPRD events prior to the event.
- 4.7. Share all marketing/promotional material with program Parties prior to advertising.
- 4.8. Create event map and brochure to outline program participants and schedule of events.
- 4.9. Assist with set-up and tear-down of the event.
- 4.10. Provide craft activities and supplies.
- 4.11. Coordinate family friendly bug-themed activities and entertainment for the event
- 4.12. Provide bug game supplies and associated prizes.
- 4.13. Coordinate acknowledgement and thank you for sponsors.
- 4.14. Recruit volunteers. Volunteers shall be at least 18 years of age.
- 4.15. Provide pop-up tents, 10’x 20’ tent including set-up, ‘did you know’ educational signs, face-cut out bugs, and banners.

5. The WonderLab Science Museum:

The goals of WSM are to collaborate 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 (“TUHG”) on Saturday June 20th, 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. Coordinate one insect-themed activity.
- 5.6. Provide WSM staff to manage their table displays and lead activities.
- 5.7. Provide pop-up tents for WonderLab activity station(s).
- 5.8. Provide staff to assist with set-up and tear-down of event.
- 5.9. Recruit volunteers. Volunteers shall be at least 18 years of age.

6. Purdue Extension-Monroe County:

The goals of PEMC are to collaborate 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 (“TUHG”) on Saturday June 20th, 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 flyers and signs.
- 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 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. Recruit volunteers. Volunteers shall be at least 18 years of age.

7. Hilltop Gardens at Indiana University:

The goals of IUHG are to collaborate 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 June 20th, 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 Parties for event.
- 7.4. Promote Bug Fest at other major family-friendly IUHG events prior to the event.
- 7.5. Provide event space.
- 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 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 web page for event within IUHG website.
- 7.14. Create and share event notification on social media sites and share with Parties.
- 7.15. Recruit volunteers. Volunteers shall be at least 18 years of age.

8. Terms Mutually Agreed to By All Parties:

The intent of this Agreement is to document a mutually beneficial collaboration between the Parties for Bug Fest.

The Parties agree to:

- 8.1. Communicate names and contact information of all recruited volunteers to the Volunteer Coordinator at BPRD no later than Wednesday, June 17.
- 8.2. Share all marketing/promotional material between all Parties involved.
- 8.3. Assist with safety management and visitor flow at event.
- 8.4. Ensure that staff and personnel involved in this Agreement will at all times represent all Parties in a professional manner, and reflect the commitment of all Parties 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 Parties.
- 8.6. Pursuant to Ind. Code 22-5-1.7-11(a), the Parties shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. None of the Parties are required to continue this verification if the E-Verify program no longer exists. All Parties 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 Appendix A.
- 8.7. All Parties 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. The Parties acknowledge that the University has adopted a policy entitled Programs Involving Children, a copy of which is attached (“PIC Policy”) as *Appendix B.*. Additional resources and information concerning the PIC Policy, may be found at: <http://policies.iu.edu/policies/categories/administration-operations/public-safety-institutional-assurance/PS-01.shtml>. The Parties agree to comply with the PIC Policy.
 - f. Compliance with the PIC Policy requires that the Parties shall submit the names of the volunteers they help recruit to BPRD in order to have their names checked against the sex offender registry. The Parties 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 Parties shall also ensure no individuals for the outside vendors are ever alone with children during the event.
- 8.8. Indiana University hereby grants to the Parties 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.
- 8.9. The Parties 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.
- 8.10. 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 the Parties, or of the Parties’ agents, employees, admitted upon the premises by the Parties, the Parties will pay to Indiana University upon demand such sum as shall be necessary to restore said premises to their present condition

9. Insurance:

The Parties shall furnish each other with a certificate of insurance upon execution of this 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 Jania
(812) 349-3759
janiar@bloomington.in.gov

Monroe County Parks and Recreation

John Robertson
(812) 349-2804
jprobertson@co.monroe.in.us

Hilltop Gardens at Indiana University

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

Purdue Extension-Monroe County

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

WonderLab Science Museum

Sam Couch
(812) 337-1337 ex. 30
animalexhibits@wonderlab.org

11. Termination:

- 11.1. Termination by mutual agreement: The Parties may terminate this Agreement prior to July 30th, 2020, by mutual written agreement only.
- 11.2. Unilateral termination: In the event that one of the Parties to this Agreement breaches any of its terms and conditions, a non-breaching Party shall serve written notice of the breach to the breaching Party and all other non-breaching Parties 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.

Indemnity:

Each Party agrees to release, hold harmless and forever indemnify the other Parties and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its own 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 Parties have signed this Agreement on the date first set forth.

**CITY OF BLOOMINGTON
PARKS & RECREATION**

Paula McDevitt, Director BPRD

Kathleen Mills, President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel

**MONROE COUNTY
PARKS & RECREATION**

Kelli Witmer, Director MCPRD

**PURDUE EXTENSION-
MONROE COUNTY**

Administrator

WONDERLAB SCIENCE MUSEUM

Karen Jepson-Innes, Director

**THE TRUSTEES OF
INDIANA UNIVERSITY**

Donald S. Lukes, Treasurer

Mia Williams, University Landscape Architect

STATE OF INDIANA

COUNTY OF _____

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

- Signature

STATE OF INDIANA)

COUNTY OF MONROE

Notary Public

Printed name

- 2020 Cooperative Service Agreement
BPRD - MCPRD - Hilltop – Extension - WonderLab
Page 10

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.

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	garciaca@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	jml Lees@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: C-19
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Jania, Natural Resources Coordinator
DATE: March 24th, 2020
SUBJECT: Approval of Partnership Agreement for Park Crawl Program

Recommendation

Staff recommends approval of this partnership agreement. Funds to purchase metal reusable straws (\$300) will come from GF 200-18-184000-52420.

Background

The Bloomington Parks and Recreation Department recommends approval of a partnership agreement with the Monroe County Public Library ("MCPL") for a 'Park Crawl' program highlighting different features at our city parks. The Park Crawl program is meant to encourage participants to visit City of Bloomington parks using sustainable modes of transportation. Participants who complete the program during the month of April will receive a metal reusable straw. Both partners hope to inspire participants to adopt sustainable life-style choices by incentivizing public transportation and reusable products.

RESPECTFULLY SUBMITTED,

Rebecca Jania, Natural Resources Coordinator



**COOPERATIVE SERVICE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
MONROE COUNTY PUBLIC LIBRARY
FOR
PARK CRAWL**

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2020, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and the Monroe County Public Library (“MCPL”).

WHEREAS, BPRD and the MCPL desire to cooperate in the provision of a Park Crawl program in April.

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

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

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

1. Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which establishes a ‘Park Crawl’ program involving city park locations. The Park Crawl program is meant to encourage participants to visit City of Bloomington parks using sustainable modes of transportation. Participants who complete the program during the month of April will receive a metal reusable straw.

2. Duration of Agreement:

This Agreement shall be in full force and effect from April 1, 2020, to April 30, 2020, unless early termination occurs as described in Article 7 of this Agreement.

3. Bloomington Parks & Recreation:

The goal of BPRD is to build a positive relationship with the MCPL in order to provide programs necessary for the positive development and well-being of the community.

- 3.1.** Provide approval for MCPL to use the BPRD logo on Park Crawl printed materials.
- 3.2.** Create a navigable route that highlights parks around the city.
- 3.3.** Provide staff assistance at other MCPL ‘Earth Month’ programs, such as the Wild Edibles Hike on April 5th and the 50th Earth Day Celebration on April 18th.
- 3.4.** Provide marketing through Parks and Recreation social media outlets.
- 3.5.** Provide partial funding for the purchase of metal reusable straws.
- 3.6.** Distribute marketing materials and game cards at Roving Naturalist demonstrations.

4. Monroe County Public Library:

The goal of the MCPL is to provide opportunities for families and community members to practice literacy skills and continue to develop literacy skills.

- 4.1.** Create an activity card for the Park Crawl program that highlights features in city parks.
- 4.2.** Distribute marketing materials and promote Park Crawl kick-off event on MCPL social media outlets.
- 4.3.** Distribute game cards and staff a table at the kick-off event on April 5th.
- 4.4.** Provide partial funding and purchase metal reusable straws as prizes for participants who complete the Park Crawl.
- 4.5.** Distribute prizes to participants who have completed the Park Crawl during business hours.
- 4.6.** Participate in the City of Bloomington’s Earth Day Festival at Switchyard Park.
- 4.7.** Return any unclaimed metal straws to BPRD at the completion of the program.

5. Terms Mutually Agreed To By All Partners To This Agreement:

The intent of this Agreement is to document a mutually beneficial partnership between BPRD and the MCPL.

- 5.1.** Share all marketing/promotional material between all partners involved.
- 5.2.** Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.3.** Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 5.4.** Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and the MCPL shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. None of the Partners to this Agreement are required to continue this verification if the E-Verify program no longer exists. All Partners shall sign an affidavit affirming that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 5.5.** Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- 5.6.** The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.

6. Notice and Agreement Representatives:

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

Bloomington Parks & Recreation
Paula McDevitt, Director
P.O. Box 848
Bloomington, IN 47402
mcdevitp@bloomington.in.gov
(812)349-3711

Monroe County Public Library
Marilyn Wood
303 E. Kirkwood Ave.
Bloomington, IN 47408
mwood@monroe.in.lib.us
(812)349-3058

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

Bloomington Parks & Recreation

Rebecca Jania
P.O. Box 848
Bloomington, IN 47402
janiar@bloomington.in.gov
(812)349-3759

Monroe County Public Library

Marilyn Wood
303 E. Kirkwood Ave
Bloomington, IN 47408
mwood@monroe.in.lib.us
(812)349-3058

7. Termination:

- 7.1. Termination by mutual agreement: The partners may terminate this Agreement prior to March 31, 2020, by mutual written agreement only.
- 7.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

8. 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

Monroe County Public Library

Paula McDevitt, Director BPRD

Marilyn Wood, Director
Monroe County Public Library

Kathleen Mills, President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: C-20
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: March 24th, 2020
SUBJECT: Review/Approval of Griffy Lake Nature Preserve Vegetation Monitoring Contract

Recommendation

Staff recommends approval of this partnership agreement with Eco Logic LLC.

Background

This project will collect data on 12 transects at Griffy Lake Nature Preserve to monitor deer browse on both herbaceous and woody vegetation. The results will be compared to previous years' data to determine whether there has been a decline, increase, or no statistical change in the amount of deer browse since the this research was initiated. Additional data analysis will be performed to evaluate trends.

Total for spring herbaceous deer browse monitoring: \$ 4,858.00

Total for late summer woody plant deer browse monitoring: \$ 4,128.00

Total for deer browse monitoring: \$ 8,986.00

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Steve Cotter". The signature is written in a cursive, flowing style.

Steve Cotter, Natural Resources Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
DEER BROWSE MONITORING AT GRIFFY LAKE NATURE PRESERVE**

This Agreement, entered into on this ____ day of _____, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Eco Logic, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the Department wishes to determine and document the health of plant communities at the Griffy Lake Nature Preserve; and

WHEREAS, the Department requires the services of a professional consultant in order to perform said Services as further defined in the Scope of Services below; and

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

WHEREAS, Consultant 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

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant 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. Consultant shall complete the Services required under this Agreement on or before December 31, 2020, 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 Consultant’s work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Steve Cotter as the Department’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant 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

Consultant 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 Consultant’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant 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 Consultant 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 Consultant for all fees and expenses in an amount not to exceed Eight Thousand Nine Hundred Eighty Six Dollars (\$8,986.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Steve Cotter, Natural Resources 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

Consultant 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 Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant 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 Consultant's personnel or proposed outside professional sub-consultants, 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 Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant 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 Consultant 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 Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant 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 Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant 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 Consultant.

Article 12. Independent Contractor Status

During the entire term of this Agreement, Consultant 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. Consultant 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

Consultant 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 Consultant 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, Consultant 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.

Consultant 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 Consultant may be held responsible for payment of damages resulting from Consultant’s provision of the Services or its operations under this Agreement. If Consultant 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

Consultant 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. Consultant 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 Consultant 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 Consultant.

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

Consultant 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, Consultant 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, Consultant 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

Consultant 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). Consultant shall sign an affidavit, attached as Exhibit C, affirming that Consultant 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.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant 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 Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant 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:**Consultant:**

City of Bloomington Parks and Recreation	Eco Logic, LLC
Attn: Steve Cotter	ATTN: Spencer Goehl, Executive Director

401 N. Morton, Suite 250	8685 W. Vernal Pike
Bloomington, Indiana 47402	Bloomington, IN 47404

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

Article 25. Intent to be Bound

The Department and Consultant 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 Consultant. 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

Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit D, affirming that Consultant 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

ECO LOGIC, LLC

Philipa M. Guthrie, Corporation Counsel

Spencer Goehl, Executive Director

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Project: Deer Browse Monitoring

Deer browse continues to be an issue at Griffy Woods. This project will continue the vegetation monitoring on 12 transects to monitor browse on both herbaceous and woody vegetation. The results will be compared to previous years data to determine whether there has been a decline, increase, or no statistical change in the amount of deer browse since the this research was initiated several years ago. Additional data analysis will be performed to evaluate trends.

Total for spring herbaceous deer browse monitoring: \$ 4,858.00

Total for late summer woody plant deer browse monitoring: \$ 4,128.00

Total for deer browse monitoring: \$ 8,986.00

EXHIBIT B

“Project Schedule”

This project will begin in May 2020. Consultant shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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 _____, 2020.

Spencer Goehl, Executive Director

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 _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-21 Date: 3/18/2020

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: March 24, 2020
SUBJECT: REVIEW/APPROVAL OF 2020 MANAGEMENT PARTNERSHIP AGREEMENT WITH BCT MANAGEMENT, INC.

Recommendation

It is recommended the Board approve the 2020 Management Partnership Agreement with BCTM, Inc. to manage the Buskirk-Chumley Theater for the benefit of the community.

Background

Since its renovation in 1999, the Buskirk-Chumley Theater (“Theater”), a performing arts venue at 114 E. Kirkwood, has become a key contributor to the economic and cultural vitality of downtown Bloomington and one of the many attractions to draw people to the downtown business district.

The attached agreement reflects discussions between City staff and BCT Management, Inc. staff and their Board members.

Funding

Funding will be provided in the 2020 City Council budget to assist BCTM, Inc. with duties related to their operation of the Theater as stated below:

The City shall, for the term of this Agreement, provide Fifty Five Thousand Dollars (\$55,000.00) to support the operations at the BCT (“Operations Funding”). This is the same funding as 2019. The funding will be paid in four (4) quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00).

Parks Operations Division General Fund will fund up to Fifteen Thousand Dollars (\$15,000) for eligible facility maintenance repairs.

In addition, continuation of \$74,000 in funding for building related improvements, from the City's Consolidated TIF fund, will continue in 2020.

The total support for the Buskirk-Chumley Theater in 2020 will be \$144,000 a decrease of \$3,200 from 2019 funding.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script, reading "Paula McDevitt", written in dark ink.

Paula McDevitt, Administrator



MEMORANDUM

TO: Philippa Guthrie
FROM: Paula McDevitt
DATE: March 18, 2020
RE: 2020 Partnership Agreement with BCT Management, INC

Funding Source: 2020 GF – City Council Budget
2020 GF – Parks Budget (Operations)
RDC Funding

Total Dollar Amount of Contract: \$55,000 (Council Office Budget)
\$15,000 (Parks Budget –Operations)
\$74,000 (RDC)

Expiration Date of Contract: December 31, 2020

Renewal Date for Contract: n/a

Current Affirmative Action Plan on File? Yes/No/NA

(An approved Affirmative Action Plan on file is required for any service agreement over \$10,000.00.)

Department Head Initials of Approval: PM

Due Date For Signature: 3/23/2020

Record Destruction Date (Legal Dept to fill in):

Legal Department Internal Tracking #:

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS

ATTORNEY: Barbara McKinney

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Summary of Contract:

The Buskirk-Chumley Theater is owned by the City of Bloomington and has been successfully administered and maintained through a cooperative partnership agreement between the City of Bloomington Parks and Recreation department, Board of Public Works, RDC and Buskirk-Chumley Theater Management, Inc. (BCTM) since 2001.

The current agreement will expire April 1, 2020 . In 2020 , the City Council budget will provide \$55,000 in operational fund support to BCTM through an appropriation from the

Council office. The Public Works department and Board of Public Works will administer those funds.

The Parks Department shall provide up to \$15,000 for eligible maintenance projects. The Operations Division Director will work with BCT Director on the distribution of these funds.

In addition, the Redevelopment Commission shall provide up to \$74,000 from the Consolidated TIF (Tax Increment Funding) account for eligible and permitted rehabilitation and repair expenses at the theater. The Parks and Recreation department will administer those funds.



PARTNERSHIP AGREEMENT

This Agreement, made and entered into this ____ day of March, 2020, by and between the **City of Bloomington, Indiana (“City”)** by its **Mayor, Board of Park Commissioners (“Parks Board”), and Redevelopment Commission (“Commission”)** and **BCT Management, Inc.,** an Indiana non-profit corporation (“BCTM”),

WITNESSETH:

WHEREAS, the Buskirk-Chumley Theater (“BCT”) is a performing arts facility in downtown Bloomington, Monroe County, Indiana, that is owned by the Parks Board; and

WHEREAS, BCTM has managed the BCT since 2001 pursuant to an agreement with the City, and the City wishes to enter into this Partnership Agreement (“Agreement”) with BCTM to manage and operate the BCT; and

WHEREAS, BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource; and

WHEREAS, the previous Management Agreement between the City and BCTM was set to expire on December 31, 2019; and

WHEREAS, the Parties agreed to an addendum of the 2019 Agreement, which extended the Agreement through March 5, 2020; and

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of February 26, 2020 through December 31, 2020, with the intent to continue the parties’ successful relationship into the future; and

WHEREAS, the City may from time to time develop partnerships with non-City organizations in order to promote such entertainment services; and

WHEREAS, it is in the public interest that such partnership continue;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City and BCTM agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a program partnership, which will provide entertainment to the public at the BCT.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from February 26, 2020, to December 31, 2020, unless early termination occurs as described in paragraph 6(j), below.

3. FUNDING

The City shall, for the term of this Agreement, provide Fifty Five Thousand Dollars (\$55,000.00) to support the operations and programming at the BCT (“Operations Funding”). The Operations Funding shall be paid in four (4) quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00). These funds shall not be used for capital needs of the BCTM.

The City through its Parks and Recreation Department shall, for the term of this Agreement, provide up to Fifteen Thousand Dollars (\$15,000) for emergency repairs at the BCT, unless the Parties otherwise agree in writing to additional repairs and funding.

The Redevelopment Commission shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City’s procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement. BCTM will submit to the City by November 1, 2020 a list of 2021 projects to be considered for potential 2021 Tax Increment Funding. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.

4. BCTM

The goal of BCTM is to provide a world-class entertainment schedule at the BCT for the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. Except as provided in this Agreement, BCTM shall have the exclusive authority to operate and manage the BCT under this Agreement. BCTM agrees to:

a. Programming:

- i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT’s role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer

booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.

- ii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement. BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

b. Management Obligation: BCTM shall manage the BCT as follows:

- i. BCTM agrees to maintain its principal and only corporate office with regular office hours on the BCT premises.
- ii. As an independent contractor, and at its sole cost and expense, BCTM shall employ an Executive Director, Technical Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or subcontractors shall in no event be construed to be, or represent themselves to be employees of the City.
- iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.
- iv. BCTM shall be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all expenses related to the Alcoholic Beverages permit the City obtained for BCTM.
- v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the City informed regarding its rental rates for the BCT, and shall advise the City of

any proposed change to the rates at least ten (10) business days prior to the effective date of the change.

- vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to "BCT presents" performances.
- vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

c. Sale of Alcoholic Beverages:

- i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Indiana Code § 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.
- ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.
- iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 6(h) of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.
- iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

d. BCTM's Responsibility for Maintenance, Repair and Utilities

- i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, restrooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances.
- ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.
- iii. BCTM shall be responsible and liable for any injury or damage done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.
- iv. BCTM shall be responsible for maintenance and repair of the interior of the building, as detailed in Exhibit A, Section 1.
- v. BCTM shall be responsible for the repair and maintenance of BCT equipment and furnishings listed in Exhibit B.
- vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days' notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.
- vii. BCTM requests to use Tax Increment Funding shall be compliant, with applicable state law, including Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.

- viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be made at BCTM's expense and in a good and workmanlike manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.
- ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.
- x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.
- xi. BCTM shall not permit any lawful mechanic's or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

e. Organizational Information: BCTM shall share financial information with City.

- i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). Included with these financial reports shall be the total, end-of-year balances in any and all BCTM financial accounts. Said reports shall be delivered to the City not later than April 15, 2020.
- ii. BCTM shall provide an annual written report of BCT fundraising and operations to the City, which shall be delivered to the City no later than April 15, 2020. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during 2019, income and expenses related to the BCT property for 2019, updates on the preventative maintenance BCTM undertook in 2019, progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds.
- iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization Exempt from Income Tax Form. The Form 990 shall be provided to the City within thirty (30) days of when it is filed with the Internal Revenue Service.

- iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. BCTM will provide the City with a copy of all returns filed with and payments made to all taxing entities within thirty (30) days of filing and payment.
- v. BCTM shall provide a copy of all filings with the Indiana Secretary of State's Office. These filings shall be provided to the City within thirty (30) days of when they are filed with the Indiana Secretary of State's Office.
- vi. The City shall set a meeting after April 15, 2020, and prior to May 30, 2020, for BCTM to present the 2019 annual report to the Administrator of the City's Parks and Recreation Department and to respond to questions. BCTM shall designate at least one voting member of its Board and one staff member to present the report during the City's meeting.
- vii. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- viii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.
- ix. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.
- x. BCTM shall provide BCT participation data to the City on a quarterly basis to the City no more than fifteen days after the end of each quarter. This data will be used in the Bloomington Parks and Recreation annual report.
- xi. The 2021 BCTM goals will be submitted to the City by July 1, 2020 following the City's format for annual goals.
- xii. The City shall set a partnership evaluation meeting after October 19, 2020, and prior to November 20, 2020, to evaluate the 2020 partnership and prepare the 2021 partnership for City approvals in December 2020.

f. Inventory List and Disposal of Surplus Property:

- i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31, 2020. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall have the responsibility to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets.
- ii. Any non-fixed BCT assets acquired after March 1, 2020, by BCTM through purchase of its own funds or received via in-kind contribution will be the property of BCTM.

- iii. BCTM shall inform the City when it desires to dispose of Surplus property in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City's Financial Policies Manual (including the Controller and Corporation Counsel's review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

The goal of the City is to provide entertainment and cultural opportunities to the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. City agrees to provide:

a. Programming and Premises:

- i. The City's one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM's use of the BCT and ability to manage and promote events at the BCT.
- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B.
- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City's discretion.
- vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in Exhibit A, Section 2 of this Agreement.
- vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in paragraph 5.b.ii of this Agreement, in a timely manner.
- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.

- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.
- x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. Specific dates for three (3) uses include: Martin Luther King Celebration on January 20, 2020, State of the City on February 20, 2020 and Be More Awards on March 31, 2020. Two (2) additional dates for other City events will be mutually agreed upon by the City and BCTM. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval.

b. Payments:

- i. The City shall provide Fifty Five Thousand Dollars (\$55,000.00) as Operations Funding for the BCTM, which shall be paid in four (4) quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00).
- ii. The Redevelopment Commission shall provide up to Seventy Four Thousand Dollars (\$74,000.00) from the Consolidated TIF ("Tax Increment Funding"). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City's procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement.

6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT

a. ASSIGNMENT AND LEASING:

- i. BCTM may not assign this Agreement or its obligations under this Agreement.
- ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of

this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.

- iii. BCTM shall have the right to lease or subcontract for management of the western portion of the storefront retail space on Kirkwood Avenue, as provided in this Agreement. Such lease or subcontract shall be subject to the prior consent of the City, but such consent shall not be unreasonably withheld. BCTM acknowledges that a lease of the western portions of the storefront retail space is subject to statutory requirements regarding leasing of municipally-owned property, and includes a duty to get reimbursed for any property taxes associated with such a lease or subcontract, and the terms of and method of procuring any such lease or subcontract must be approved by the Mayor or his designee. Any and all revenues received by BCTM from the management or rental of the western portion of the storefront retail space shall be applied to offset associated costs of management and maintenance of the BCT.

If BCTM and the City's contractual relationship is terminated for any reason during the term of the storefront retail lease or subcontract, the City will honor the remaining term of the storefront retail lease or subcontract. A copy of the storefront retail lease or subcontract shall be provided to the City.

- iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue, but does not anticipate that will happen as long as the existing partnership with Downtown Business Inc., the Monroe County Convention and Visitor's Bureau and BCTM continues.

b. INDEMNIFICATION AND RELEASE

- i. BCTM shall indemnify, defend, and hold the City harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. BCTM shall indemnify, defend and hold the City harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and/or its employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.
- ii. If the City shall, without fault, become a party to litigation commenced by or against BCTM, then BCTM shall indemnify and hold the City harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or

proceedings. BCTM does hereby release the City from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. The City shall remain liable for its own gross negligence and the gross negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.

- c. **Risk of Loss:** In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within one hundred eighty (180) days, then this Agreement may be terminated by either party without further obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.
- d. **E-Verify:** Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit C.
- e. **Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. **Firearms Policy:** Pursuant to Indiana Code § 35-47-11.1-4(10), BCTM may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as Exhibit D.
- g. **Non-Waiver:** Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.
- h. **Insurance:** BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance, in an amount and with an insurance company approved by City, against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of

both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days' notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance with an insurance agency approved by the City. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days' notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage.

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

To City:

City of Bloomington Legal Department
P.O. Box 100
401 N. Morton Street, Suite 220
Bloomington, IN 47404

To BCTM:

BCT Management, Inc.
Buskirk-Chumley Theater
114 E Kirkwood Ave
Bloomington, Indiana 47408

All notices under this Agreement shall be in writing and shall be delivered personally or sent by Certified Mail, Return Receipt Requested to the above-described addresses, provided that each party by like notice may designate any further or different address to which subsequent notices may be sent.

- j. **Termination:** Either party may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination.

If BCTM and the City's contractual relationship is terminated for any reason during the term of a rental agreement that BCTM has with a third-party for use of the BCT, the City will honor the remaining term of the rental agreement. A copy of any third-party rental agreement shall be provided to the City.

Upon termination, the City shall have first right of refusal to purchase any BCTM-owned non-fixed assets, as referenced in Section 4(f)(ii) above, for the depreciated net value or a price

mutually agreed upon by the Parties, the proceeds for which purchase shall be the unencumbered property of the BCTM to which the City shall have no claim.

Also upon (1) early termination of this Agreement by BCTM for any reason, or (2) in the event that the BCTM ceases operating the BCT, and to the extent permitted by applicable law, the BCTM shall immediately transfer to the City any remaining cash balances that were accrued by the BCTM as the result of operations and fundraising of the BCT, which shall be used by the City exclusively for (1) reinvestment in the BCT facilities or (2) to offer arts programming substantially similar to programming offered by the BCTM to comport with the goals and intents of the donors and patrons contributing such funds to the BCTM. Such funds shall not be used to procure or pay a new management company. In the event that the BCT has ceased or will thereafter cease operation of the BCT as a performing arts venue, the City shall return such funds to the BCTM for distribution to Bloomington-area arts organizations, provided that such organizations are not successors in interest to the BCTM.

k. Default:

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.
- ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement.

l. Successors: The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.

m. Choice of Law and Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The venue for any legal proceeding instituted under this Agreement shall be Monroe County, Indiana.

[Signature Page Follows]

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

CITY OF BLOOMINGTON, INDIANA

BCT MANAGEMENT, INC.

By: _____
Alex Crowley, Director
Economic & Sustainable Development

By: _____
Ilene Schaeffer, President

By: _____
Philippa M. Guthrie, Corporation Counsel

REDEVELOPMENT COMMISSION

BOARD OF PARK COMMISSIONERS

By: _____
Donald Griffin, President

By: _____
Kathleen Mills, President

BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

EXHIBIT A

1. BCT Management, Inc. (BCTM) shall be responsible for:

- Repair and maintenance building interior, including but not limited to, e.g., walls, floors, floor coverings, ceilings, plumbing fixtures, flush valves, toilet paper dispensers, paper towel dispensers, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass, locks, keys, and hardware
- Repair and maintenance of all stage equipment and soft goods
- Repair and maintenance of theater seats, free-standing chairs, tables, desks, counters, and other furniture
- Repair and maintenance of the Theater's mechanical systems– electrical, plumbing, and HVAC (including annual service contract for HVAC system)
- Repair and maintenance of the Theater's fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
- Repair, maintenance, replacement and purchase of BCTM – owned office equipment and furniture necessary for BCTM business operation, not directly related to BCT's operation as a Theater, and not intended for City ownership
- Repair and maintenance of the western portion of the storefront retail space, including the mechanical systems (electrical, plumbing, and HVAC) associated with that space.
- An annual report on such repair and maintenance as well as preventative maintenance

2. The City of Bloomington shall be responsible for:

- Repairs and maintenance of the Theater's exterior structure, including doors, door locks, windows and window locks (where applicable)
- Repairs and maintenance of the Marquee
- Replacement of mechanical systems (electrical, plumbing, and HVAC)
- Replacement of fire alarm and sprinkler systems
- Replacement of existing City property within BCT – floors, floor covering, fixed seats, free-standing seats, sound system, lighting system, microphones, box office equipment, soft goods, rigging, stage extension, piano, and any other items listed on the property and equipment inventory

EXHIBIT B

[BCT Equipment and Facility Item List as of October 1, 2019.](#)

[Printed PDF File to be Included with Final Contract]

EXHIBIT C

STATE OF INDIANA)
)
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. BCT Management, Inc., employer of the undersigned, has contracted with the City of Bloomington to provide services;
3. BCT Management, Inc., employer of the undersigned, is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by his/her employer, BCT Management, Inc., to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, BCT Management, Inc. does not knowingly employ an “unauthorized alien,” as defined at 8 U.S.C. § 1324a. (h)(3), and, BCT Management, Inc. is enrolled and participating in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

Signature

Date _____

Printed name

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2020.

Signature of Notary Public

Printed Name of Notary Public

County of Residence: _____
My Commission Expires: _____

EXHIBIT D

BCTM Firearms Policy

BCTM does not standardly restrict firearms and other weapons from the Buskirk-Chumley Theater. However, any presenter partner and/or a performing artist may request that firearms and other weapons be prohibited from the venue, provided the presenter partner and/or performing artist is willing to compensate BCTM for the cost of hiring security to enforce the prohibition.



STAFF REPORT

Agenda Item: C-22
Date: 3/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: March 24, 2020
SUBJECT: TRADEMARK LICENCE AGREEMENT REQUEST WITH
BLOOMINGTON CREATIVE GLASS CENTER

Recommendation

Staff recommends approval of the Trademark License Agreement with Bloomington Creative Glass Center.

Background

The City trademarked B-Line and B-Line Trail back in 2006 and every five years since then. The department has used the B-Line logo and name on marketing items and print materials to promote the trail.

The Bloomington Creative Glass Center (BCGC) is coordinating a new monthly experience based arts event along the southern end of B-Line Trail (2nd St. to Grimes). Participants will be encouraged to walk along the B-Line Trail and experience various artistic demonstrations. The event is planned for the first Saturday of the month April – October.

BCGC is requesting the use of the B-Line trademark to call the event “B-Line Rambles” a name that gives both location and evokes what the participants will do.

The City’s Legal Department drafted the trademark license agreement which highlights the following:

- A limited, royalty-free license, with no right to sublicense, to use the “B-Line” in connection the BCGC monthly event B-Lines Rambles, and for promotional and advertising materials related to B-Line Rambles, and for no other purposes.

- BCGC agrees that goods or services associated with the “B-Line” will be of high quality, at least equal to or better than the quality at least equal to or better than the quality of other similar experience-based arts events, and that BCGC will conduct itself in a manner so as to preserve the goodwill associated with the “B-Line”, will not do anything that would damage or depreciate such goodwill, and will cooperate with the department in taking such actions as are reasonably necessary or desirable to ensure quality compliance, as may be reasonably specified by department from time to time.
- BCGC shall provide copies of advertising and promotional materials and other signage or uses of the Mark for review by Licensor prior to their use in conjunction with the “B-Line”.

The effective date of the agreement will be upon approval and will continue until October 31, 2020. If BCGC plans to hold the event in 2021 they will submit a letter of request to repeat this approval process.

BCGC has submitted in the park board packet a letter requesting approval to name the event B-Line Rambles.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, reading "Paula McDevitt". The signature is fluid and cursive, with a long horizontal stroke at the end.

Paula McDevitt, Administrator

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement is entered into between Bloomington Creative Glass Center, a nonprofit organization, ("Licensee") and the City of Bloomington Board of Parks Commissioners ("Licensor").

RECITALS

- A. Licensor is owner of the trademark "B-Line" in word form and in all style and design variations (the "Mark"); and
- B. Licensee desires to license the right to use the Mark in connection with its B-Line Rambles arts programs, to be held on the first Saturday of each month beginning in April, 2020, and ending in October, 2020, on the B-Line trail.

NOW, THEREFORE, the parties agree as follows:

- 1. Grant of License: Licensor grants to Licensee a limited, royalty-free license, with no right to sublicense, the use of the Mark in connection with its B-Line Rambles program, and for promotional and advertising materials related to B-Line Rambles, and for no other purpose.
- 2. Quality Control: Licensee agrees that goods or services associated with the Mark will be of high quality, at least equal to or better than the quality of other similar experience-based arts events. Licensee agrees that it will conduct itself in a manner so as to preserve the goodwill associated with the Mark, will not do anything that would damage or depreciate such goodwill, and will cooperate with Licensor in taking such actions as are reasonably necessary or desirable to ensure quality compliance, as may be reasonably specified by Licensor from time to time. Licensee shall provide copies of advertising, promotional materials and other signage or uses of the Mark for review by Licensor prior to their use in conjunction with the Mark.
- 3. Termination: This License Agreement will expire on October 7, 2020, unless terminated early by Licensor based upon any breach by Licensee of this Trademark License Agreement that is not reasonably cured 90 days after Licensee receives written notice thereof.
- 4. Assignment: This Trademark License may not be assigned or otherwise transferred without the express prior written consent from Licensor.
- 5. Retention of Ownership: Licensee acknowledges that Licensor is the owner of the Mark and that Licensor retains all ownership rights, subject to the limited license granted pursuant to this Trademark License Agreement,

and that Licensor makes no representations or warranties, express or implied, except as expressly set forth in this Agreement. All usage of the name shall inure to the benefit of Licensor. Licensor has the right, but not the obligation, to apply to register the Mark, and or renew registrations, in all forms and variations, as a trademark or service mark, as the case may be, with any or all state, federal or foreign trademark authorities as Licensor shall, in its sole discretion, determine. Licensee shall cooperate with Licensor to sign all documents, provide adequate specimens and information, and to take all steps reasonably necessary to allow Licensor to register the Mark as so determined.

6. Responsibility for Licensed Goods/Services. Licensee shall be solely responsible for and assume all costs and liabilities related to (a) the quality of the goods and services associated with Licensee's use of the Mark, (b) any defect in or of licensed goods or services, (c) conformance of licensed products/services with all applicable laws, rules, regulation and standards, including health and safety regulations, and (d) the promotion, sale, documentation and marketing of licensed products/services.
7. Licensee Protection of Licensor. During the term of this Trademark License Agreement, and continuing after the expiration or termination of this Agreement, Licensee shall indemnify, reimburse, hold harmless and defend Licensor from any loss, liability, damage, cost or expense arising out of any claims or suits which may be brought or made against Licensor by reason of (a) any breach of Licensee's covenants and undertakings hereunder; (b) any unauthorized use of the Mark; (c) any breach of Licensee's responsibilities or promises set forth in Section 6; (d) Licensee's non-compliance with any applicable federal, state or local laws or with any other applicable regulations; and (e) any product liability, any alleged defect in materials or workmanship, or alleged inherent dangers (whether obvious or hidden) in the goods or services in association with which Licensee is using the Mark.
8. Relationship. Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency or employment between the parties. Except as specified herein, neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party.
9. Governing Law. The rights and liabilities of the parties arising out of or relating to this Agreement will be governed by the laws of the State of Indiana.
10. Effective Date. This Trademark License Agreement is effective on the date first written below.

IN WITNESS WHERE OF, this Trademark License Agreement is intended to be effective as of this _____ day, 2020.

CITY OF BLOOMINGTON

By: _____

Philippa M. Guthrie, Corporation Counsel

BLOOMINGTON CREATIVE

GLASS CENTER

By: _____

Title _____

BOARD OF PARKS COMMISSIONERS

By: _____

Kathleen Mills, President

To Whom it May Concern,

The Bloomington Creative Glass Center (BCGC) is collaborating with support from the City of Bloomington Parks and Recreation department, Artisan Alley, Cardinal Spirits, and other businesses on the southern end of the B-Line Trail to create a new monthly experience-based arts event. During this recurring event, visitors will be encouraged to walk along the southern end of the B-Line Trail and experience various artistic demonstrations from glass blowing at BCGC, live music at Cardinal Spirits, and poetry readings at Hopscotch Coffee. We also plan to have local food trucks available to provide food and drinks for visitors.

This event is planned for the first Saturday of every month from April to October, with an anticipated launch date of April 4, 2020. We are planning to call this event B-Line Rambles, a name that gives both location, and evokes what we hope participants will do. Our goal is to bring more visibility to the exciting things happening south of downtown, and to draw more people to the Switchyard Park area.

We understand that the name B-Line is trademarked, so we are asking your permission to use this name for our event. Please feel free to reach out to Abby Gitlitz or myself for more information. We hope to hear from you soon.

Sincerely,

Jillian Campbell
O'Neill MAAA candidate
jsheacampbell@gmail.com

Abby Gitlitz
Founder/Director
Bloomington Creative Glass Center
BCGCglass@gmail.com