

CITY OF BLOOMINGTON
Parks and Recreation

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

<https://bloomington.zoom.us/j/96718947821?pwd=SlZYTjltTFdFcjZ4UVFVRjJaTnZ5QT09>

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, September 22, 2020 4:00pm – 5:30pm
CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of August 18, 2020 and September 1, 2020
- A-2. Approval of Claims Submitted August 18, 2020 – September 21, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Appeal of Park Suspension
- B-2. Public Comment Period
- B-3. Bravo Award -
- B-4. Parks Partner Award - Dick's Sporting Goods (Sarah Owen)
- B-5. Staff Introductions - Christian Thiim (SPEA Fellow) (Rebecca Jania)
- B-6. Staff Recognition - Dave Williams
Operations and Development Division Director (Paula McDevitt)

C. OTHER BUSINESS

- C-1. Review/Approval of user group Hourly Permit Application for user groups (Jess Klein)
- C-2. Review/Approval of Holiday Market artist vendor contract template (Leslie Brinson)
- C-3. Review/Approval of contract addendum #3 for Farmers Market vendors (Leslie Brinson)
- C-4. Review/Approval of contract with Monster Cote Flooring for Banneker flooring project (Erik Pearson)
- C-5. Review/Approval of contract with Monroe County Fairgrounds for Pumpkin Launch (Bill Ream)
- C-6. Review/Approval of Fee Waiver for Parks Foundation Golf Outing on October 7, 2020 (John Turnbull)
- C-7. Review/Approval of contract with Sunset Hills Fence Company for pickle ball courts at Switchyard Park (John Turnbull)
- C-8. Review/Approval of partnership with Bloomington Soccer LLC for soccer program at Twin Lakes Recreation Center (Mark Sterner)
- C-9. Review/Approval of contract Ardsley Group for Bryan Park Pool fiberglass repair (John Turnbull)
- C-10. Review/Approval of Service Agreement Lighting Heart Production for Nature Day educational videos (Rebecca Jania)
- C-11. Review/Approval of contract with Baker Stone Work for masonry repair work at Rose Hill Cemetery wall, Waldron Hill Buskirk Park wall, S. Walnut landscaping bed (Barb Dunbar)
- C-12. Review/Approval of service agreement with Bruce Wilds Security for Griffy Lake Community Hunting Access Program (Steve Cotter)
- C-13. Review/Approval of contract with Rick Patrick Tree Care for small tree pruning (Erin Hatch)

C-14. Review/Approval of service agreement with Roof Maxx for roof shingle rejuvenation at selected park facilities (Mark Marotz)

D. REPORTS

- D-1. Administration Division - 2019 Annual Report (Julie Ramey)
- D-2. Recreation Division - Banneker Community Center Summer Program (Erik Pearson)
- D-3. Operations Division - No report
- D-4. Sports Division - Frank Southern Center - 2020 Season Opening Plans (Dee Tuttle)

ADJOURNMENT

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

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



CITY OF BLOOMINGTON
parks and recreation

A-1

09-22-2020

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, August 18, 2020
4:00 p.m. – 5:30 p.m.

Zoom Meeting

CALL TO ORDER

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

Board Present: Kathleen Mills, Israel Herrera and Ellen Rodkey

Staff Present: Paula McDevitt, Dave Williams, Becky Higgins, John Turnbull, Julie Ramey, Kim Clapp, Megan Stark, Erin Hatch, Leslie Brinson, Rebecca Jania.

A. CONSENT CALENDAR

- A-1. Approval of Minutes of July 28, 2020 meeting
- A-2. Approval of Claims Submitted July 27, 2020 through August 17, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

Ellen Rodkey made a motion to approve the consent calendar. *Israel Herrera* 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. Public Comment Period - None

B-2. Bravo Award – None

B-3. Parks Partner Award – None

B-4. Staff Introductions – None

C. OTHER BUSINESS

C-1 Review/Approval of 2021 Parks General Fund

Paula McDevitt, Director presented the 2021 General Fund Budget Request and Goals

The Parks and Recreation Department strives to provide the highest quality parks, recreation services and greenspaces to enhance the quality of life in our community. With a staff of 53 full time and 454 seasonal, the Department maintains 2,342 acres of property, 22 play courts, 10 ballfields, 27 hole golf course, 34 parks, 28 playgrounds, 1 ice arena, 2 outdoor pools, 1 spray pad, 38 miles of trails, 3 community centers, 2 skate parks and provides many programs.

Category 1 – Personnel \$5,735,010 an increase of \$116,658, or 2%

Line 111 (Salaries and Wages – Regular)

Non Union full time employees: 2% increase

AFSCME union employees: 2.5 Increase

Line 112 (Salaries and Wages – Temporary)

Increased annually per the consumer price index

2021 hourly rates range from 13.29/hour (living wage) to \$15.23/hour

Category 2 – Supplies a\$543,278 a decrease of \$34,336, or 6%

Line 224 (Fuel & Oil)

Decrease of 12,965 (Adult Sports, Cemeteries, Urban Forestry, Golf Services and Community Events) Line 234 (Other Repairs/Maintenance)

Decrease of \$5,800 (Golf Services, Frank Southern Center and Natural Resources)

Line 242 (Other Supplies)

Decrease \$11,666 (Natural Resources, Community Events, Adult Sports, Banneker and Switchyard Park)

Line 243 (Uniforms)

Decrease \$1,282 (Bryan Park Pool, Mills Pool, Banneker and Switchyard Park)

Category 3 – Other Services \$2,082,105 decrease of \$93,684, or 4%

Line 317 (Management Fees, Consultants and Workshops)

Decrease \$49,700 (Administration)

Line 323 (Travel)

Decrease \$3,475 (Administration, Operations)

Line 331 (Printing)

Decrease \$9,260 (Marketing)

Line 332 (Advertising)

Decrease \$13,170 (Marketing)

Line 353 (Water)

Decrease \$26,753 (Golf Course, Operations, Youth Sports, Community Sports Service)

Total 2021 General Budget Request \$8,360,393, a decrease of \$164,361 or 2%.

Board comments: *Israel Herrera inquired, if bi-lingual programs and concerts will be offered to the community. Paula McDevitt responded, staff is networking with community groups to reach out to all groups and communicate there is the opportunity to perform throughout the whole parks system. Israel Herrera inquired if the Department was collaborating with any Language Department. Paula responded, she would research and respond back at a later date. Israel Herrera inquired on the fall program status. Paula responded, staff have been very flexible with the fall programs. While some programs have been cancelled, many remain available for the public to participate in. Our communication with the public, is to stay in contact with us, check our website. While we plan these events, we are flexible with either cancelling, reducing the number of participants, or put any necessary protocols in place. Israel Herrera inquired if the scholarships allocated for programs cancelled this semester will be available later. Paula McDevitt responded, this has been a topic of discussion with the Bloomington Parks Foundation. There has been additional marketing to promote the availability of these funds. The funds will be available. Israel Herrera inquired besides Facebook, how is the program information provided to the public. Paula McDevitt responded, survey results show most people get the information from the program guide, which we continue to print and distribute. Information is also available through our website, Facebook, Instagram, press releases, newsletters, flyers and posters. There is a variety of ways the information is distributed. The Community Relations area has an extensive marketing plan for each program. Ellen Rodkey inquired, if there is a policy in place regarding raises. Paula McDevitt responded, Human Resources presented raises to the Council, and that will be voted on. Seasonal wages are increased per the Consumer Price Index. That is something we monitor and we purpose into our budget. Ellen Rodkey inquired, if the Master Plan would include 2021, and if that would impact the 2021 goals. Paula McDevitt respond, the Master Plan will be part of the Master Plan. We do not anticipate any changes to the 2021 Goals. Due to COVID-19 the Master Plan will most likely center on recovery. Kathleen Mills commented, it was nice to see sixty virtual programs had been provided during COVID-19. The*

Department has always done a good job on using the surveys to respond to what the community wants. The Department is good stewards of the money.

Ellen Rodkey made a motion to approve the 2021 Park General Fund Budget. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

C-2 Review/Approval of Administrative Policies for Reaccreditation.

Leslie Brinson, Recreation Manager the Department wishes to update the following polices;

Policy 1050: Board Meeting – updated to include current process for posting Park Board Packet information.

Policy 1060: Department Description – updated to include new property and facilities as well as exact addresses and property names.

Policy 3010: Strategic Plan – removed the dates of past Strategic Plans and old storage information.

Policy 3020: Comprehensive Plan – updated with new Comprehensive Plan dates and consultants. Storage location removed.

Ellen Rodkey made a motion to approve the updates to Administrative Policies. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. *Julie Raney* read a Facebook comment: *the Bloomington Parks and Recreation Department is world class, and always delivers such a great value for the community. From Geoff McKim.* Vote taken: motion unanimously carried 3-0.

C-3 Review/Approval of Service Agreement with Bledsoe, Riggert, Cooper and James for Property Survey Services

Dave Williams, Operations Director the Department frequently requires verification of boundary lines and has need of topographic survey information. The Department requires the services of a professional consultant to provide survey services on an as needed basis. Staff recommends approval of this contract with Bledsoe, Riggert, Cooper and James, in an amount not to exceed \$8,000. Funding will be from Operations General Fund.

Ellen Rodkey made a motion to approve the service agreement with Bledsoe, Riggert, Cooper and James. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

C-4 Review/Approval of Contract Addendum with Rundell Ernstberger Associates

Dave Williams, Operations Director the Department wishes to extend the Rundell Ernstberger Associates construction inspection services through September 2020. While most areas of the Switchyard Park construction project have been approved as “Substantially Complete”, numerous “punch list” items remain that must be addressed before the general contractor will receive “Final Completion” approval. Additional compensation for these additional services, shall not exceed \$94,100. Both parties agree to these changes. Staff recommends approval of this Addendum #5, with Rundell Ernstberger Associates.

Board comments: *Israel Herrera* inquired, *on the end date.* *Dave Williams* responded, this will extend the contract through the end of September. *Israel Herrera* inquired, *on the bunch list items.* *Dave Williams* responded, it is numerous and divided by area. It can be painting, plants that need replaced, and a light pole may be scratched, mechanical issues. *Israel Herrera* inquired *if more work was required on the splash pad.* *Dave Williams* responded, more work will be done on the splash pad as it is a complex system. There is a one year warranty on most items at Switchyard Park.

Ellen Rodkey made a motion to approve the contract addendum with Rundell Ernstberger Associates. *Israel Herrera* 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 with Cartvertising Indiana Media for Twin Lakes Recreation Center

Megan Stark, Membership Coordinator Twin Lakes Recreation Center wishes to place facility advertising on shopping carts at the Kroger North location. The Department requires the services of a professional consultant to provide initial design and artwork to install on 50% of the shopping carts. Staff recommends approval of this contract with Cartvertising Indiana Media. Funding will be from Twin Lakes Recreation Non-reverting fund.

Board comments: *Israel Herrera inquired, if there were any plans to change the location of the advertising.* Megan Stark responded, the demographics are looked at each year, and it was determined this is the best site due to distance, route and locations of other fitness centers. *Ellen Rodkey commented, the amount on the staff report is different from that on the contract.* Megan Stark stated, the \$5,199.00 listed on the contract is the correct amount.

Ellen Rodkey made a motion to approve the contract in the amount of \$5,199.00 with Cartvertising Indiana Media. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

C-6. Review/Approval of Contract with Dynasty Painting

John Turnbull, Director of Sports the Department wishes to keep facilities in good working condition. The Department requires the services of a profession consultant to prep and paint the stairs and railings at Twin Lakes softball Park. Staff recommends approval of this contract with Dynasty Painting, in an amount not to exceed \$4,500. Funding for this project will be from Adult Sports General Fund.

Board Comments: *Ellen Rodkey inquired, how often the area was repainted.* Scott Pedersen responded, every three to five years. *Israel Herrera inquired if the contractor was local.* It was determined from the address on the contract, it is a Bloomington based company.

Ellen Rodkey made a motion to approve the contract with Dynasty Painting. *Israel Herrera* 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 Addendum with Tennis Technology

John Turnbull, Director of Sports on July 28, 2020 the Department entered into a contract with Tennis Technology to line and coat Bryan Park Tennis courts. The Department wishes to extend the scope of service, to include leveling seven spots at Sherwood Oaks tennis courts. Both parties agree to these changes to the original contract. Additional compensation for these services will not exceed \$1,800. Funding for the project is from the general obligation bond 977-18-18016C-54510.

Board comments: *Ellen Rodkey inquired on the date of the project, and if the court would be closed.* John Turnbull responded, it would be in September. The project would take two days, and the court would be closed during that time.

Ellen Rodkey made a motion to approve the contract addendum with Tennis Technology. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

C-8. Review/Approval of Partnership with Bloomington Community Orchard

Erin Hatch, Urban Forester the Department wishes to continue the partnership with Bloomington Community Orchard. The purpose of this agreement is to outline a program partnership to create and manage the Orchard as a community orchard at Winslow Woods Park that will provide fruit-growing and sharing experiences for community members, produce food to be distributed to community members, and provide a venue for free educational classes. The Orchard is public-owned, volunteer-maintained fruit park. The Orchard will comprise an area approximately once acre in size, located south of the Willie Streeter Community Gardens and playground in Winslow Woods Park. Staff recommends approval of this partnership.

Board comments: *Israel Herrera inquired on how this works.* Erin Hatch responded, this will allow the Community Orchard, which is a separate non-profit, to continue to use the property, the land that they've been operating on, and to continue to offer educational classes. The classes have been offered in our program guide. *Ellen Rodkey inquired, how often this agreement was reviewed.* Erin Hatch responded, every two years. *Israel Herrera inquired, on the number of class participants.* Erin Hatch responded, the contract does state they will provide class participation numbers. That is something we can get in the future. *Israel Herrera inquired, on starting date.* Erin Hatch responded, as soon as the contract is approved.

Ellen Rodkey made a motion to approve the partnership with Bloomington Community Orchard. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

C-9 Review/Approval of Service Agreement with Bluestone Tree, LLC

Erin Hatch, Urban Forester the Department wishes to maintain healthy, safe trees. The Department requires the services of a professional consultant to provide tree removal serves and tree pruning services, on various Parks and City trees located within the public right-of-way on an as needed basis. Each individual project specifications will be communicated with the Contractor. Staff recommends approval of this contract with Bluestone Tree, LLC in an amount not to exceed \$20,000. Funding will be from the Urban Forestry General Fund.

Ellen Rodkey made a motion to approve the service agreement with Bluestone Tree, LLC. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

C-10 Review/Approval of Partnership Agreement with Summer Star Foundation for Griffy Lake Nature Days

Rebecca Jania, Natural Resources Coordinator, the Department wishes to continue the partnership with Summer Star foundation for the Griffy Lake Nature Days. This Agreement outlines a partnership which will combine resources from each party, to provide environmental educational programming to fourth graders, in the Monroe County Public Schools. The goal of this program is to provide outdoor education experiences that connect children to nature in ways that increase their knowledge, interest and respect for the environment and natural spaces. Due to COVID-19, the program will be held at the thirteen schools, and virtual lessons will be offered that include activity packets to encourage students to participate in field research around their communities. Staff recommends the approval of this Partnership with Summer STAR Foundation.

Ellen Rodkey made a motion to approve the partnership agreement with Summer Star Foundation. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 3-0.

D Reports

D-1 Administration Division 2019 Annual Report Draft

Julie Ramey, Community Relations Manager staff request the review of the Bloomington Parks and Recreation Department 2019 Annual report draft. Each year, the annual report serves as a record of major projects and innovations, and provides participation numbers and unaudited financial data for stakeholder and members of the public. COVID-19 resulted in the delay of the production of the 2019 report.

Lower Cascades Road Conversion Pilot Project Update

Paula McDevitt, Director presented update on the project.

On March 13, 2020, a 0.6 mile section of Lower Cascades Park Road was closed for a pilot trail program. March through July 28th a survey was offered for the community to provide feedback. A total of 282 surveys were returned. Returned surveys will be accepted throughout the pilot program, with results being posted monthly on our website.

The following is the July results, from three of the questions included on the survey:

Likelihood of returning during pilot – 75% definitely returning – 1% probably not returning - 11% might return – 1% probably not returning and 11% not returning

Degree of safety felt throughout the pilot – 61% very safe – 22% somewhat safe and 17% Okay.

Sentiment about continuation of road closure – 61% do want – 16% mostly do not want and 23% do not want.

The surveys include a section for public comments.

There was concern, this pilot was being conducted during COVID-19, and the data being collected may not be accurate due to the pandemic. There was also concern, the survey did not include questions for drivers. The Department has listened to the comments, and will go before the Board of Public Works to request the pilot program be extended through June 2021. A second survey is under consideration to capture feedback from drivers.

Board comments: *Kathleen Mills inquired, if people have to park farther away from the baseball fields. Paula McDevitt responded, that portion of the road is opened, and the ballfields can be accessed. Kathleen Mills inquired, if the public felt unsafe due to the area being secluded, has any thought been given to have a resource officer at that location. Paula McDevitt responded, it is a concern. Those are comments received at other locations. There is a stationary operations crew member at this location, from March through October, who does a wonderful job. So there is a staff presence in this area. The improvements planned for the creek will encourage more inter action, which will assist with safety issues. Ellen Rodkey stated she has received feedback regarding issues with signage, but that appears to have been resolved.*

Paula McDevitt, Director a special Park Board meeting will be scheduled for the beginning of September. The agenda items will include an addendum to the Centerstone agreement, and Jess Klein, Health and Wellness Coordinator will present a partnership for public health outreach in the parks.

The Masterplan interviews will be conducted in the near future.

The Park's budget hearing is scheduled for August 19th, and the next regular Park Board meeting will be held on September 22, 2020.

D-2 Recreation Division – None

D-3 Operations Division – None

D-4 Administration Division - None

ADJOURNMENT

Meeting adjourned at 5:52 p.m.

Respectfully Submitted,



Kim Clapp

Secretary Board of Park Commissioners



Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, September 1, 2020
4:00 p.m. – 5:00 p.m.

Zoom Meeting

CALL TO ORDER

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

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

Staff Present: Paula McDevitt, Becky Higgins, Julie Ramey, Kim Clapp and Jess Klein.

A. CONSENT CALENDAR

- A-1. Approval of Minutes - None
- A-2. Approval of Claims Submitted - None
- A-3. Approval of Non-Reverting Budget Amendments - None
- A-4. Review of Business Report -None
- A-5. Approval of Surplus - None

B. PUBLIC HEARINGS/APPEARANCES - None

B-1. Public Comment Period - None

B-2. Bravo Award – None

B-3. Parks Partner Award – None

B-4. Staff Introductions - None

C. OTHER BUSINESS

C-1 Review/Approval of Partnership Agreement for Public Health in the Park with IU Health, Centerstone, and Monroe County Health Department.

Jess Klein, Health and Wellness Coordinator the purpose of this agreement is to establish and support the new Park's initiative know as Public Health in Parks. The program will come together as the result of a partnership among Bloomington Parks and Recreations, I.U. Health Bloomington, Centerstone and the Monroe County Health Department. The partnership will support the creation of a new part time position within the Parks Department, community health and hire reduction programing in the parks, support from Centerstone Street Outreach and a cohesive and innovative approach to addressing public health. The initiative is to begin in mid-September 2020 and continue through November 2020. The respective teams will meet in December 2020, to evaluate the program and reallocate the use of funds as necessary moving forward. All groups acknowledge the importance of this project and the innovation required to implement and sustain the program, and the effect it could have on the collective Bloomington Community.

Board Comments: *Israel Herrera requested; information on Centerstone Outreach.* Jess Klein responded; in terms of this agreement, Centerstone will have one Street Outreach team member dedicate 75% of their working hours to supporting this program. 75% of their time will be in the park assisting Park's staff member. The Street Outreach member would be more specialized in connection to social services, as well as interacting with individuals that may be in the middle of a mental health crisis, or substance use addiction. Centerstone Outreach staff would be a supplemental to Park's staff, if or when a situation would go past Park's staff area of expertise.

Kathleen Mills inquired; if the program would be focused on the downtown parks. Jess Klein responded; the agreement is mostly focused on Seminary Park, with allowance for some time at Switchyard Park, Butler Park and Buildings and Trades Park.

Israel Herrera inquired on the contract stating August, and if an addendum will need to be made. Paula McDevitt, Director responded; in Section 7.1 the agreement states "in August 2020 the partnership was finalized", representing the advance work that took place to create, and have the partnership ready for presentation.

Kathleen Mills inquired; if this person would come from a social work background, or if the qualifications have been determined. Jess Klein responded; the search is not being limited to just a social work background. A variety of options is being considered.

Les Coyne inquired if this program has previously been discussed with the Board of Park Commissioners. Kathleen Mills responded; we have not previously discussed this item.

Les Coyne requested; the FTE breakdown of the position. Paula McDevitt responded; total number of hours for the position is approximately 60 hours per week. The hours will be covered by two or three seasonal staff members.

Les Coyne inquired; if there is a job description for the position. Jess Klein responded; a job description has been created.

Les Coyne requested; a copy of the job description be sent to his email. Jess Klein responded; it would be sent.

Les Coyne inquired; on the funding of the program. Paula McDevitt responded; there is a budget of \$50,000. Parks is working with other departments for funding.

Les Coyne inquired; on the type of task the Centerstone staff would be performing. Greg May responded; staff will be providing street outreach services, offering treatment or connecting individuals with treatment. The program about getting people connected to care, should there be a service need. There may be instances where 15 or 20 contacts need to occur before individuals accept assistance. A rapport must be built before trust is established, and staff is able to help them move forward in a way that is helpful to them.

Les Coyne commented; basically, a type of social work with referrals will be provided. Trying to figure out what their needs are, and trying to get individuals to that resource.

Greg May responded; that is an accurate description.

Les inquired; if specific goals and measurements have been established. Jess Klein responded; there is a statement in 7.6 of the partnership on how the program will be evaluated. It will be based on collected data, number of syringes collected, number and type of public comments received, input from the community partners, and overall engagement of park users. The information will be reviewed by the partners in December of 2020.

Les Coyne inquired; if it would be more antidotal than quantitative. Jess Klein responded; both, quantitative as well as antidotal.

Les Coyne suggested; having a protocol sheet for interactions.

Les Coyne inquired; if the partnership was building a social platform for the homeless in several parks, primarily Seminary Park. Paula McDevitt responded; Parks has been challenged for several years and has tried several approaches. Including the Centerstone Partnership, that is a good program. This park is well maintained, but there are several people that spend time there that have a lot of needs that need to be met. This pilot program is Park's approach, as to how to make the park safe for the people, and bring public health resources to them. Everything Parks does has a public health component. The Department has never provided this type of program before, Jess Klein, Health and Wellness Coordinator is trained in public health, and the best partners and resources have been included in this pilot program. Data will be collected and reviewed in December 2020.

Les Coyne commented; he does not have a problem with what is trying to be done, he is concerned this partnership leans towards a mission in social work area, and the Department is not in the social work business.

Les Coyne requested the Board of Park Commissioners be included in the December meeting, when the pilot program is reviewed and discussed.

Les Coyne requested; the program be considered an experimental program, not a pilot program.

Ellen Rodkey inquired; as a new member of the Board, is Public Health in the Park just a descriptive for this program, or if this is part of other park programs. Jess Klein responded; it is a descriptive for this new initiative,

however there are previous programs and partnerships that could possibly fall under this umbrella. That is something that could be discussed as a later date.

Kathleen Mills commented; there are certainly other things Parks does that fall under public health. They are just a different type of program.

Kathleen stated; she is supportive of building relationships and getting help and referrals to those individuals in need. Evaluating the program in December is a good idea. This is a good response as to what typically happens in some communities. A lot of police calls, that does not lead to any long-term solutions.

Les Coyne commented; he is concerned in the direction this partnership is taking, and recommends this should be a larger city program that we assist in. We need to be fully aware of where we are going with this type of program. Paula McDevitt commented; Jess Klein has been working closely with the Bloomington Police Department's Social Worker and with the DRO. There is internal city department support. Greg May commented; one of the things that makes this more complicated and visible this year, is there are so many more homeless people coming to Bloomington that are not from Bloomington.

Les Coyne commented; do we give over our parks. If we continue with these types of programs, it needs to be included in our mission. There needs to be a comprehensive approach to the issue.

Kathleen Mills commented; it is a bigger problem to be solved. It's not just a problem with that park. An ideally it would be a city-wide focus on what we can do for these people.

Les Coyne commented; he is concerned Bloomington will experience the same issues that Portland, Oregon is currently dealing with.

Les Coyne made a motion to proceed with the Public Health in the Park Partnership with I.U. Health, Centerstone, and Monroe County Health Department as outlined, with the stipulation the Board of Park Commissioners is included in the December collective meeting for program evaluation, and it is named as an experimental program not a pilot program. Israel Herrera seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken; motion unanimously carried 4-0.

C-2 Review/Approval of Addendum with Cornerstone.

Paula McDevitt, Director on March 24, 2020 the Department entered into a partnership with Centerstone to provide an opportunity for Centerstone clients to work for Centerstone in Parks and Receptions Department locations. Both parties wish to expand the number of crew members to the partnership. The project received \$50,000 from Recovery Forward funding, to use to expand the program from September through November of 2020. Staff recommends approval of this addendum.

Israel Herrera made a motion to approve the addendum with Centerstone. *Ellen Rodkey* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken; motion unanimously carried 4-0

Paula McDevitt, Director the next Board of Park Commissioners meeting will be Tuesday, September 22, 2020.

D Reports

D-1 Recreation Division – None

D-2 Operations Division – None

D-3 Sports Division – None

D-4 Administration Division - None

ADJOURNMENT

Meeting adjourned at 4:48 p.m.

Respectfully Submitted,



Kim Clapp

Secretary Board of Park Commissioners



Park & Rec Board Register

Invoice Date Range 08/18/20 - 09/04/20

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 (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	1688681	18- Receipt paper, key tags,	Paid by EFT # 37057		08/25/2020	08/25/2020	09/04/2020		09/04/2020	108.38
5099 - Office Three Sixty, INC	1711434	18- paper, pens, expandable	Paid by EFT # 37057		08/25/2020	08/25/2020	09/04/2020		09/04/2020	78.71
								Account 52110 - Office Supplies Totals	Invoice Transactions 2	<u>\$187.09</u>
Account 52420 - Other Supplies										
5968 - CardConnect Corp.	INV0002	18- 2 Credit Card Terminals	Paid by EFT # 36952		08/25/2020	08/25/2020	09/04/2020		09/04/2020	589.00
5387 - Creative Graphics, INC (dba Bauqh Enterprises)	8492	18-Master Plan survey invitation	Paid by EFT # 36968		08/25/2020	08/25/2020	09/04/2020		09/04/2020	145.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$734.00</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops										
7454 - The Troyer Group, INC	14032	18-Parks Master Plan Consulting	Paid by EFT # 37104		08/25/2020	08/25/2020	09/04/2020		09/04/2020	7,980.00
7454 - The Troyer Group, INC	13478	18-Parks Master Plan Consulting	Paid by EFT # 37104		08/25/2020	08/25/2020	09/04/2020		09/04/2020	2,020.00
								Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 2	<u>\$10,000.00</u>
Account 53210 - Telephone										
1079 - AT&T	8494948	18- July Charges Long Distance	Paid by Check # 72469		08/19/2020	08/19/2020	08/19/2020		08/19/2020	57.24
1079 - AT&T	8123493	18-Landlines August-Sept	Paid by Check # 72488		08/24/2020	08/24/2020	08/24/2020		08/24/2020	2,092.48
13969 - AT&T Mobility II, LLC	2872974	18-AT&T Wireless	Paid by Check # 72495		08/24/2020	08/24/2020	08/24/2020		08/24/2020	29.24
								Account 53210 - Telephone Totals	Invoice Transactions 3	<u>\$2,178.96</u>
Account 53310 - Printing										
5387 - Creative Graphics, INC (dba Bauqh Enterprises)	8492	18-Master Plan survey invitation	Paid by EFT # 36968		08/25/2020	08/25/2020	09/04/2020		09/04/2020	300.00
								Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$300.00</u>
Account 53990 - Other Services and Charges										
5387 - Creative Graphics, INC (dba Bauqh Enterprises)	8492	18-Master Plan survey invitation	Paid by EFT # 36968		08/25/2020	08/25/2020	09/04/2020		09/04/2020	225.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$225.00</u>
								Program 181000 - Administration Totals	Invoice Transactions 11	<u>\$13,625.05</u>



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Program 181100 - Marketing

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	2872974	18-AT&T	Paid by Check #	08/24/2020	08/24/2020	08/24/2020	08/24/2020	40.81
	21132X8	Wireless	72495					
	20	July/August						

Account **53210 - Telephone** Totals Invoice Transactions 1 \$40.81

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_	18-July display	Paid by EFT #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	850.00
	73120	ads	36990					
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	150940_	18-employment	Paid by EFT #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	132.17
	73120	classified SYP	36990					

Account **53320 - Advertising** Totals Invoice Transactions 2 \$982.17

Account 53910 - Dues and Subscriptions

5911 - Volstar, INC (Cervis Technologies)	22151	18-annual CERVIS	Paid by EFT #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	1,800.00
			37116					

Account **53910 - Dues and Subscriptions** Totals Invoice Transactions 1 \$1,800.00

Account 53990 - Other Services and Charges

5387 - Creative Graphics, INC (dba Baugh Enterprises)	8480	18-laminate SYP "Now	Paid by EFT #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	36.00
			36968					

Account **53990 - Other Services and Charges** Totals Invoice Transactions 1 \$36.00

Program **181100 - Marketing** Totals Invoice Transactions 5 \$2,858.98

Program 182001 - Aquatics - Bryan Pool

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	2872974	18-AT&T	Paid by Check #	08/24/2020	08/24/2020	08/24/2020	08/24/2020	29.24
	21132X8	Wireless	72495					
	20	July/August						

Account **53210 - Telephone** Totals Invoice Transactions 1 \$29.24

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	14187-001	18-Water & Sewer Charges for July	Paid by Check #	08/19/2020	08/19/2020	08/19/2020	08/19/2020	294.06
	081120		72473					

Account **53530 - Water and Sewer** Totals Invoice Transactions 1 \$294.06

Account 53540 - Natural Gas

222 - Vectren	0250755	18-Natural Gas	Paid by Check #	08/19/2020	08/19/2020	08/19/2020	08/19/2020	46.00
	1660812	July Charges	72482					
	20	Bryan Pool						

Account **53540 - Natural Gas** Totals Invoice Transactions 1 \$46.00

Program **182001 - Aquatics - Bryan Pool** Totals Invoice Transactions 3 \$369.30

Program 182002 - Aquatics - Mills Pool

Account 53210 - Telephone



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13969 - AT&T Mobility II, LLC	2872974	18-AT&T	Paid by Check #	08/24/2020	08/24/2020	08/24/2020	08/24/2020	82.15
	21132X8	Wireless	72495					
	20	July/August						
Account 53210 - Telephone Totals							Invoice Transactions 1	<u>\$82.15</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-	18-Water &	Paid by Check #	08/19/2020	08/19/2020	08/19/2020	08/19/2020	87.41
	001	Sewer Charges	72473					
	081120	for July						
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	<u>\$87.41</u>
Program 182002 - Aquatics - Mills Pool Totals							Invoice Transactions 2	<u>\$169.56</u>
Program 182500 - Frank Southern Center								
Account 43220 - Facility Rentals								
204 - State Of Indiana	July	18-Sales Tax	Paid by EFT #	08/18/2020	08/18/2020	08/18/2020	08/18/2020	15.13
	2020	July 2020	36905					
	Sales							
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	<u>\$15.13</u>
Account 43260 - Equipment Rentals								
204 - State Of Indiana	July	18-Sales Tax	Paid by EFT #	08/18/2020	08/18/2020	08/18/2020	08/18/2020	.00
	2020	July 2020	36905					
	Sales							
Account 43260 - Equipment Rentals Totals							Invoice Transactions 1	<u>\$0.00</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-	18-Water &	Paid by Check #	08/19/2020	08/19/2020	08/19/2020	08/19/2020	246.92
	001	Sewer Charges	72473					
	081120	for July						
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	<u>\$246.92</u>
Account 53540 - Natural Gas								
222 - Vectren	0250573	18-Natural Gas	Paid by Check #	08/19/2020	08/19/2020	08/19/2020	08/19/2020	161.96
	2280812	July Charges	72482					
	20	FSC						
Account 53540 - Natural Gas Totals							Invoice Transactions 1	<u>\$161.96</u>
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable	1190548	18-Cable Service	Paid by Check #	08/24/2020	08/24/2020	08/24/2020	08/24/2020	100.76
Communications, INC	452		72498					
	08132							
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1	<u>\$100.76</u>
Program 182500 - Frank Southern Center Totals							Invoice Transactions 5	<u>\$524.77</u>
Program 183500 - Golf Services								
Account 43220 - Facility Rentals								
204 - State Of Indiana	July	18-Sales Tax	Paid by EFT #	08/18/2020	08/18/2020	08/18/2020	08/18/2020	.00
	2020	July 2020	36905					
	Sales							



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Account 43260 - Equipment Rentals				Account 43220 - Facility Rentals Totals				Invoice Transactions 1	\$0.00
204 - State Of Indiana	July 2020 Sales	18-Sales Tax July 2020	Paid by EFT # 36905	08/18/2020	08/18/2020	08/18/2020	08/18/2020	2,249.60	
Account 43380 - Other Services				Account 43260 - Equipment Rentals Totals				Invoice Transactions 1	\$2,249.60
204 - State Of Indiana	July 2020 Sales	18-Sales Tax July 2020	Paid by EFT # 36905	08/18/2020	08/18/2020	08/18/2020	08/18/2020	789.61	
Account 47110 - Miscellaneous				Account 43380 - Other Services Totals				Invoice Transactions 1	\$789.61
204 - State Of Indiana	July 2020 Sales	18-Sales Tax July 2020	Paid by EFT # 36905	08/18/2020	08/18/2020	08/18/2020	08/18/2020	6.51	
Account 52210 - Institutional Supplies				Account 47110 - Miscellaneous Totals				Invoice Transactions 1	\$6.51
3978 - J & M Golf, INC	0603044- IN	18 - Pencils	Paid by EFT # 37021	08/25/2020	08/25/2020	09/04/2020	09/04/2020	450.88	
Account 52230 - Garage and Motor Supplies				Account 52210 - Institutional Supplies Totals				Invoice Transactions 1	\$450.88
3958 - Kenney Outdoor Solutions, Corp	X10906	18-switch and bushing	Paid by EFT # 37028	08/25/2020	08/25/2020	09/04/2020	09/04/2020	138.36	
Account 52340 - Other Repairs and Maintenance				Account 52230 - Garage and Motor Supplies Totals				Invoice Transactions 1	\$138.36
6889 - Professional Golfcar Corporation	01-10944	18-hole n one stock part	Paid by EFT # 37067	08/25/2020	08/25/2020	09/04/2020	09/04/2020	40.00	
6889 - Professional Golfcar Corporation	01-10652	18-golf car spacer,	Paid by EFT # 37067	08/25/2020	08/25/2020	09/04/2020	09/04/2020	219.82	
365 - Rogers Group, INC	0071178 221	18 - Pea Gravel	Paid by EFT # 37079	08/25/2020	08/25/2020	09/04/2020	09/04/2020	49.86	
Account 52420 - Other Supplies				Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 3	\$309.68
5968 - CardConnect Corp.	INV0002 4350	18- 2 Credit Card Terminals	Paid by EFT # 36952	08/25/2020	08/25/2020	09/04/2020	09/04/2020	859.00	
Account 53210 - Telephone				Account 52420 - Other Supplies Totals				Invoice Transactions 1	\$859.00
13969 - AT&T Mobility II, LLC	2872974 21132X8 20	18-AT&T Wireless July/Auqust	Paid by Check # 72495	08/24/2020	08/24/2020	08/24/2020	08/24/2020	52.91	
Account 53530 - Water and Sewer				Account 53210 - Telephone Totals				Invoice Transactions 1	\$52.91



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208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges for July 2020	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	19,829.79	
208 - City Of Bloomington Utilities	14187-001	18-Water & Sewer Charges for July	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	2,262.37	
Account 53530 - Water and Sewer Totals								Invoice Transactions 2	\$22,092.16
Account 53910 - Dues and Subscriptions									
4170 - Comcast Cable Communications, INC	1190943794	18-Cable Service	Paid by Check # 72474	08/19/2020	08/19/2020	08/19/2020	08/19/2020	269.19	
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1	\$269.19
Account 53950 - Landfill									
2260 - Republic Services, INC	0694-002588576	18-Landfill Cascades Sept Charges	Paid by EFT # 37075	08/25/2020	08/25/2020	09/04/2020	09/04/2020	234.00	
Account 53950 - Landfill Totals								Invoice Transactions 1	\$234.00
Program 183500 - Golf Services Totals								Invoice Transactions 15	\$27,451.90
Program 184000 - Natural Resources									
Account 52210 - Institutional Supplies									
4549 - Kroger Limited Partnership I	122466	18-Griffy Boathouse	Paid by Check # 72481	08/19/2020	08/19/2020	08/19/2020	08/19/2020	27.35	
4549 - Kroger Limited Partnership I	118152	18-Griffy Boathouse	Paid by Check # 72481	08/19/2020	08/19/2020	08/19/2020	08/19/2020	9.98	
5819 - Synchrony Bank	2887081220	18-face mask	Paid by Check # 72537	08/25/2020	08/25/2020	09/04/2020	09/04/2020	47.92	
Account 52210 - Institutional Supplies Totals								Invoice Transactions 3	\$85.25
Account 52420 - Other Supplies									
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-51109	18-(8) 8.5"x5.5" coroplast Lyme	Paid by EFT # 37078	08/25/2020	08/25/2020	09/04/2020	09/04/2020	104.32	
Account 52420 - Other Supplies Totals								Invoice Transactions 1	\$104.32
Account 53210 - Telephone									
13969 - AT&T Mobility II, LLC	287297421132X8	18-AT&T Wireless	Paid by Check # 72495	08/24/2020	08/24/2020	08/24/2020	08/24/2020	47.75	
13969 - AT&T Mobility II, LLC	287289748920x8	18-Wireless Invoice July	Paid by Check # 72494	08/24/2020	08/24/2020	08/24/2020	08/24/2020	22.82	
Account 53210 - Telephone Totals								Invoice Transactions 2	\$70.57
Account 53920 - Laundry and Other Sanitation Services									
4175 - The Stables Events, LLC (Izzy's Rentals)	11062	18-Wapehani & Griffy Restroom	Paid by EFT # 37103	08/25/2020	08/25/2020	09/04/2020	09/04/2020	240.00	
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions 1	\$240.00



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Account 53990 - Other Services and Charges

11 - Bruce's Welding	847242	18-Welding repairs to railing	Paid by Check # 72514	08/25/2020	08/25/2020	09/04/2020	09/04/2020	295.00
7328 - Trailhead Labs, INC	0000307	18-COB Trail Map Application	Paid by EFT # 37106	08/25/2020	08/25/2020	09/04/2020	09/04/2020	3,000.00

Account **53990 - Other Services and Charges** Totals Invoice Transactions 2 \$3,295.00

Program **184000 - Natural Resources** Totals Invoice Transactions 9 \$3,795.14

Program 186500 - Community Events

Account 43270 - Registration Fees

Mari Hendricks	2020-00001473	18-Refunds	Paid by Check # 72546	08/25/2020	08/25/2020	09/04/2020	09/04/2020	60.00
Adam McAndrews	2020-00001474	18-Refunds	Paid by Check # 72551	08/25/2020	08/25/2020	09/04/2020	09/04/2020	60.00
Mark Riggins	2020-00001475	18-Refunds	Paid by Check # 72557	08/25/2020	08/25/2020	09/04/2020	09/04/2020	60.00

Account **43270 - Registration Fees** Totals Invoice Transactions 3 \$180.00

Account 52420 - Other Supplies

5099 - Office Three Sixty, INC	1711434	18- paper, pens, expandable	Paid by EFT # 37057	08/25/2020	08/25/2020	09/04/2020	09/04/2020	31.59
5819 - Synchrony Bank	5474	18- items for a pop up program	Paid by Check # 72537	08/25/2020	08/25/2020	09/04/2020	09/04/2020	43.10

Account **52420 - Other Supplies** Totals Invoice Transactions 2 \$74.69

Account 53730 - Machinery and Equipment Rental

536 - Chris Ramsey (KingSnake Sound Company)	140559	18- Sound Engineering	Paid by EFT # 37070	08/25/2020	08/25/2020	09/04/2020	09/04/2020	325.00
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Account **53730 - Machinery and Equipment Rental** Totals Invoice Transactions 1 \$325.00

Account 53990 - Other Services and Charges

7457 - Elizabeth K EFroymsen	1	18- 90 minute performance by	Paid by EFT # 36978	08/25/2020	08/25/2020	09/04/2020	09/04/2020	100.00
7463 - David B Sharp	19:39	18- 90 minute performance by	Paid by EFT # 37085	08/25/2020	08/25/2020	09/04/2020	09/04/2020	125.00
6834 - Jack Damian Urrutia	001	18- 90 Minute Performance	Paid by EFT # 37113	08/25/2020	08/25/2020	09/04/2020	09/04/2020	125.00

Account **53990 - Other Services and Charges** Totals Invoice Transactions 3 \$350.00

Program **186500 - Community Events** Totals Invoice Transactions 9 \$929.69

Program 186502 - Community Events-Gardens

Account 52420 - Other Supplies

53005 - Menards, INC	53526	18-garden supplies	Paid by Check # 72528	08/25/2020	08/25/2020	09/04/2020	09/04/2020	85.07
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Account **52420 - Other Supplies** Totals Invoice Transactions 1 \$85.07



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				Program 186502 - Community Events-Gardens Totals			Invoice Transactions 1	\$85.07
Program 187001 - Adult Sports-Softball								
Account 52210 - Institutional Supplies								
51857 - Flex-Pac, INC	1280595	18 TLSP clorox A disenfecting	Paid by Check # 72521	08/25/2020	08/25/2020	09/04/2020	09/04/2020	68.08
				Account 52210 - Institutional Supplies Totals			Invoice Transactions 1	\$68.08
Account 52230 - Garage and Motor Supplies								
394 - Kleindorfer Hardware & Variety	663417	18- TLSP Lubrication	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	37.45
				Account 52230 - Garage and Motor Supplies Totals			Invoice Transactions 1	\$37.45
Account 52240 - Fuel and Oil								
394 - Kleindorfer Hardware & Variety	671194	18-TLSP Fuel Oil Mix	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	23.49
				Account 52240 - Fuel and Oil Totals			Invoice Transactions 1	\$23.49
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products, INC	113389	18- TLSP Staff Shirt	Paid by EFT # 37125	08/25/2020	08/25/2020	09/04/2020	09/04/2020	27.00
				Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1	\$27.00
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	2872974 21132X8 20	18-AT&T Wireless July/August	Paid by Check # 72495	08/24/2020	08/24/2020	08/24/2020	08/24/2020	47.34
				Account 53210 - Telephone Totals			Invoice Transactions 1	\$47.34
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159- 001	18-Water Sewer Charges for July 2020	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	24.93
208 - City Of Bloomington Utilities	14187- 001 081120	18-Water & Sewer Charges for July	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	2,159.03
				Account 53530 - Water and Sewer Totals			Invoice Transactions 2	\$2,183.96
Account 53610 - Building Repairs								
392 - Koorsen Fire & Security, INC	5154546	18- TLSP Koorsen	Paid by EFT # 37032	08/25/2020	08/25/2020	09/04/2020	09/04/2020	380.80
				Account 53610 - Building Repairs Totals			Invoice Transactions 1	\$380.80
Account 53950 - Landfill								
2260 - Republic Services, INC	0694- 0025893 12	18-Landfill TLSP Sept Charges	Paid by EFT # 37075	08/25/2020	08/25/2020	09/04/2020	09/04/2020	225.00
				Account 53950 - Landfill Totals			Invoice Transactions 1	\$225.00
				Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 9	\$2,993.12

Program **187202 - Youth Sports-Winslow**



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Account 52310 - Building Materials and Supplies

5819 - Synchrony Bank	6949637 88855	18 - Faucet for Winslow	Paid by EFT # 37099	08/25/2020	08/25/2020	09/04/2020	09/04/2020	74.21	
							Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	<hr/> \$74.21

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159- 001 083120	18-Water Sewer Charges for July 2020	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	2,586.42	
							Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<hr/> \$2,586.42

Account 53730 - Machinery and Equipment Rental

2974 - MacAllister Machinery Co, INC	R673664 54103	18-Telehandler Lift for Zoysia	Paid by EFT # 37040	08/25/2020	08/25/2020	09/04/2020	09/04/2020	.00	
2974 - MacAllister Machinery Co, INC	R673666 70801	18- Lift Rental to repair safety	Paid by EFT # 37040	08/25/2020	08/25/2020	09/04/2020	09/04/2020	621.00	
							Account 53730 - Machinery and Equipment Rental Totals	Invoice Transactions 2	<hr/> \$621.00
							Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 4	<hr/> \$3,281.63

Program 187208 - Youth Sports-Olcott

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	14187- 001 081120	18-Water & Sewer Charges for July	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	3,645.70	
							Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<hr/> \$3,645.70
							Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 1	<hr/> \$3,645.70

Program 187500 - Banneker

Account 52420 - Other Supplies

5819 - Synchrony Bank	4333	18-BBCC- Cooking	Paid by Check # 72537	08/25/2020	08/25/2020	09/04/2020	09/04/2020	380.47	
							Account 52420 - Other Supplies Totals	Invoice Transactions 1	<hr/> \$380.47

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159- 001 083120	18-Water Sewer Charges for July 2020	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	113.00	
							Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<hr/> \$113.00

Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC	5185124	18-BBCC- Inspection	Paid by EFT # 37032	08/25/2020	08/25/2020	09/04/2020	09/04/2020	619.00	
							Account 53610 - Building Repairs Totals	Invoice Transactions 1	<hr/> \$619.00

Account 53990 - Other Services and Charges

4073 - Terminix International	3987333 43	18-BBCC-August IPM	Paid by Check # 72539	08/25/2020	08/25/2020	09/04/2020	09/04/2020	50.00	
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<hr/> \$50.00



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Program 188001 - Inclusive Recreation

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

2872974 18-AT&T
21132X8 Wireless
20 July/August

Paid by Check #
72495

Program **187500 - Banneker** Totals

Invoice Transactions 4

\$1,162.47

08/24/2020

08/24/2020

08/24/2020

08/24/2020

23.67

Account **53210 - Telephone** Totals

Invoice Transactions 1

\$23.67

Program **188001 - Inclusive Recreation** Totals

Invoice Transactions 1

\$23.67

Program 189000 - Operations

Account 52210 - Institutional Supplies

313 - Fastenal Company

INBLM22 18-wipes, bath
0110 tissue

Paid by EFT #
36985

08/25/2020

08/25/2020

09/04/2020

09/04/2020

198.59

313 - Fastenal Company

INBLM21 18-wipes
9965

Paid by EFT #
36985

08/25/2020

08/25/2020

09/04/2020

09/04/2020

144.57

9269 - Ferguson Facilities Supply, HP
Products #3400

0176500 18-toilet paper,
trash bags

Paid by EFT #
36986

08/25/2020

08/25/2020

09/04/2020

09/04/2020

351.02

5819 - Synchrony Bank

2889 18-disinfectant
wipes

Paid by Check #
72537

08/25/2020

08/25/2020

09/04/2020

09/04/2020

8.98

5819 - Synchrony Bank

4498959 18-Amazon Aloe
78469 Vera Hand

Paid by EFT #
37099

08/25/2020

08/25/2020

09/04/2020

09/04/2020

80.00

Account **52210 - Institutional Supplies** Totals

Invoice Transactions 5

\$783.16

Account 52230 - Garage and Motor Supplies

394 - Kleindorfer Hardware & Variety

671032 18-Box 1/4" -
1/2" bolts for

Paid by EFT #
37030

08/25/2020

08/25/2020

09/04/2020

09/04/2020

7.47

Account **52230 - Garage and Motor Supplies** Totals

Invoice Transactions 1

\$7.47

Account 52310 - Building Materials and Supplies

334 - Irving Materials, INC

1089837 18-concrete
3 Miller Showers

Paid by EFT #
37020

08/25/2020

08/25/2020

09/04/2020

09/04/2020

126.00

394 - Kleindorfer Hardware & Variety

665830 18-materials for
2 railings at

Paid by EFT #
37030

08/25/2020

08/25/2020

09/04/2020

09/04/2020

119.04

394 - Kleindorfer Hardware & Variety

665020 18-u-bolts for
took rack for

Paid by EFT #
37030

08/25/2020

08/25/2020

09/04/2020

09/04/2020

23.84

394 - Kleindorfer Hardware & Variety

665639 18-materials for
handrails at SYP

Paid by EFT #
37030

08/25/2020

08/25/2020

09/04/2020

09/04/2020

33.08

53005 - Menards, INC

54149 18-materials for
railing for stage

Paid by Check #
72528

08/25/2020

08/25/2020

09/04/2020

09/04/2020

80.70

53005 - Menards, INC

54760 18-treated
lumber to block

Paid by Check #
72528

08/25/2020

08/25/2020

09/04/2020

09/04/2020

95.96

365 - Rogers Group, INC

0713005 18-stone for
557 eastern spur of

Paid by EFT #
37079

08/25/2020

08/25/2020

09/04/2020

09/04/2020

38.00

5819 - Synchrony Bank

6346998 18-Amazon
78569 Delta Bathroom

Paid by EFT #
37099

08/25/2020

08/25/2020

09/04/2020

09/04/2020

290.84

Account **52310 - Building Materials and Supplies** Totals

Invoice Transactions 8

\$807.46

Account 52340 - Other Repairs and Maintenance



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474 - Auto-X-10'd, INC (Ziebart)	837624	18-Running boards for	Paid by EFT # 36930	08/25/2020	08/25/2020	09/04/2020	09/04/2020	437.75
3733 - BlueTarp Financial, INC (Northern Tool)	226297	18-Replacement burner/thermost	Paid by EFT # 36945	08/25/2020	08/25/2020	09/04/2020	09/04/2020	1,788.53
394 - Kleindorfer Hardware & Variety	664992	18-CREDIT - drain plug for	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	(4.49)
394 - Kleindorfer Hardware & Variety	665777	18-2 drain plugs for 3rd Street	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	8.98
394 - Kleindorfer Hardware & Variety	663483	18-materials to fix water spigots	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	9.28
394 - Kleindorfer Hardware & Variety	665631	18-air filters for AJB	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	17.49
394 - Kleindorfer Hardware & Variety	665693	18-dye tablets for 3rd St.	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	2.50
394 - Kleindorfer Hardware & Variety	665700	18-materials for grills, post and	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	95.40
394 - Kleindorfer Hardware & Variety	665144	18-screws and metal strap	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	3.59
53005 - Menards, INC	54586	18-outlet covers for Sycamore	Paid by Check # 72528	08/25/2020	08/25/2020	09/04/2020	09/04/2020	34.35
53005 - Menards, INC	54443	18-2 lights for RCA Boardwalk	Paid by Check # 72528	08/25/2020	08/25/2020	09/04/2020	09/04/2020	99.94
786 - Richard's Small Engine, INC	399211	18-chain saw replacement	Paid by EFT # 37077	08/25/2020	08/25/2020	09/04/2020	09/04/2020	50.59
786 - Richard's Small Engine, INC	398255	18-fuel pump	Paid by EFT # 37077	08/25/2020	08/25/2020	09/04/2020	09/04/2020	73.20
786 - Richard's Small Engine, INC	398370	18-motor-starter	Paid by EFT # 37077	08/25/2020	08/25/2020	09/04/2020	09/04/2020	265.65
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 14	\$2,882.76
Account 52420 - Other Supplies								
4680 - Central Indiana Hardware Co., INC	7256659	18-(29) BEST keys for various	Paid by EFT # 36955	08/25/2020	08/25/2020	09/04/2020	09/04/2020	172.00
394 - Kleindorfer Hardware & Variety	663486	18-Epoxy	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	11.99
394 - Kleindorfer Hardware & Variety	671183	18-padlock	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	11.49
53005 - Menards, INC	53973	18-Rosehill Office Supplies	Paid by Check # 72528	08/25/2020	08/25/2020	09/04/2020	09/04/2020	31.27
5099 - Office Three Sixty, INC	1711434	18- paper, pens, expandable	Paid by EFT # 37057	08/25/2020	08/25/2020	09/04/2020	09/04/2020	58.61
90 - Service Supply Ltd., INC	22301	18-(7) Recycled plastic	Paid by EFT # 37082	08/25/2020	08/25/2020	09/04/2020	09/04/2020	729.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	328872	18-Battery for Hustler	Paid by EFT # 37090	08/25/2020	08/25/2020	09/04/2020	09/04/2020	127.21
476 - Southern Indiana Parts, INC (Napa Auto Parts)	327960	18-battery cables	Paid by EFT # 37090	08/25/2020	08/25/2020	09/04/2020	09/04/2020	10.99



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5819 - Synchrony Bank	6355543 68489	18-Amazon Ribbon for Time	Paid by EFT # 37099	08/25/2020	08/25/2020	09/04/2020	09/04/2020	24.00
Account 52420 - Other Supplies Totals Invoice Transactions 9								<u>\$1,176.56</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	2872974 21132X8	18-AT&T Wireless	Paid by Check # 72495	08/24/2020	08/24/2020	08/24/2020	08/24/2020	254.46
13969 - AT&T Mobility II, LLC	20 2872897 48920x8 20	July/August 18-Wireless Invoice July FirstNet	Paid by Check # 72494	08/24/2020	08/24/2020	08/24/2020	08/24/2020	45.64
Account 53210 - Telephone Totals Invoice Transactions 2								<u>\$300.10</u>
Account 53510 - Electrical Services								
223 - Duke Energy	3240365 302 0720	18-Electric Charges for July	Paid by Check # 72479	08/19/2020	08/19/2020	08/19/2020	08/19/2020	10.23
Account 53510 - Electrical Services Totals Invoice Transactions 1								<u>\$10.23</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159- 001 083120	18-Water Sewer Charges for July 2020	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	1,373.99
208 - City Of Bloomington Utilities	14187- 001 081120	18-Water & Sewer Charges for July	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	2,425.39
208 - City Of Bloomington Utilities	39530- 002 081120	18-Water Sewer Charges July 20	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	115.81
208 - City Of Bloomington Utilities	42122- 001 081120	18-Water Sewer Charges July Charges 42122-	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	77.01
208 - City Of Bloomington Utilities	41294- 001 081120	18-Water Sewer Charges July Charges 41294-	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	140.22
208 - City Of Bloomington Utilities	39530- 002 073120	18-Water Sewer Charges June 39530-02	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	70.81
Account 53530 - Water and Sewer Totals Invoice Transactions 6								<u>\$4,203.23</u>
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1824486 750	18-Uniform & mat cleaning	Paid by EFT # 36928	08/25/2020	08/25/2020	09/04/2020	09/04/2020	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	0018244 77364	18-Uniform & mat cleaning	Paid by EFT # 36928	08/25/2020	08/25/2020	09/04/2020	09/04/2020	21.31
4175 - The Stables Events, LLC (Izzy's Rentals)	11063	18-4 restrooms rentals with 1	Paid by EFT # 37103	08/25/2020	08/25/2020	09/04/2020	09/04/2020	1,090.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 3								<u>\$1,132.62</u>



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Account 54310 - Improvements Other Than Building

19741 - Mader Design, LLC	1175	18-Griffy fishing pier	Paid by EFT # 37041	08/25/2020	08/25/2020	09/04/2020	09/04/2020	1,000.00	
							Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 1	<u>\$1,000.00</u>
							Program 189000 - Operations Totals	Invoice Transactions 50	<u>\$12,303.59</u>

Program 189006 - Switchyard Property

Account 52420 - Other Supplies

7373 - Calpipe Industries, LLC	B05972a	18 SYP Bollard triangular keys	Paid by EFT # 36951	08/25/2020	08/25/2020	09/04/2020	09/04/2020	140.00	
							Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$140.00</u>

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	2872974	18-AT&T Wireless	Paid by Check # 72495	08/24/2020	08/24/2020	08/24/2020	08/24/2020	40.81	
	21132X8	20 July/August							
							Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$40.81</u>

Account 53540 - Natural Gas

222 - Vectren	0255189	18-Natural Gas	Paid by Check # 72482	08/19/2020	08/19/2020	08/19/2020	08/19/2020	47.41	
	4740812	July Charges							
	20	SYP							
222 - Vectren	0256043	18-Natural Gas	Paid by Check # 72482	08/19/2020	08/19/2020	08/19/2020	08/19/2020	46.36	
	9680812	July Charges							
	20	SYP							
							Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$93.77</u>

Account 53910 - Dues and Subscriptions

208 - City Of Bloomington Utilities	200902-001	18-Water Sewer Charges	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	60.00	
	0720	Testing June							
208 - City Of Bloomington Utilities	200902-001	18-Water Sewer Charges	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	382.50	
	0820	Water Testing							
							Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2	<u>\$442.50</u>

Account 53920 - Laundry and Other Sanitation Services

53657 - Plymate, INC	2946949	18 SYP Vestibule Rug Service	Paid by EFT # 37065	08/25/2020	08/25/2020	09/04/2020	09/04/2020	111.33	
							Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1	<u>\$111.33</u>
							Program 189006 - Switchyard Property Totals	Invoice Transactions 7	<u>\$828.41</u>

Program 189500 - Landscaping

Account 52210 - Institutional Supplies

313 - Fastenal Company	INBLM21	18-gloves	Paid by EFT # 36985	08/25/2020	08/25/2020	09/04/2020	09/04/2020	8.14	
	9966								
							Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$8.14</u>

Account 52220 - Agricultural Supplies



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4574 - John Deere Financial (Rural King)	A01261/62	18-brake/carb cleaner, grease,	Paid by Check # 72480	08/19/2020	08/19/2020	08/19/2020	08/19/2020	89.95
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	795	18-2 loads of mulch	Paid by EFT # 37008	08/25/2020	08/25/2020	09/04/2020	09/04/2020	600.00
52948 - Mays Greenhouse, LLC	28127	18-12" limestone	Paid by EFT # 37042	08/25/2020	08/25/2020	09/04/2020	09/04/2020	203.83
365 - Rogers Group, INC	0713005640	18- LAND gravel	Paid by EFT # 37079	08/25/2020	08/25/2020	09/04/2020	09/04/2020	19.00
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 4	\$912.78
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	664055	18-scissors & roll of twine	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	7.08
Account 52420 - Other Supplies Totals							Invoice Transactions 1	\$7.08
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132X820	18-AT&T Wireless July/August	Paid by Check # 72495	08/24/2020	08/24/2020	08/24/2020	08/24/2020	40.81
Account 53210 - Telephone Totals							Invoice Transactions 1	\$40.81
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges for July 2020	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	202.94
208 - City Of Bloomington Utilities	08312014187-001	18-Water & Sewer Charges for July	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	422.04
208 - City Of Bloomington Utilities	08112039530-002	18-Water Sewer Charges July 20	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	61.74
208 - City Of Bloomington Utilities	08112042122-001	18-Water Sewer Charges July	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	60.48
208 - City Of Bloomington Utilities	08112041294-001	18-Water Sewer Charges July	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	296.98
208 - City Of Bloomington Utilities	08112039530-002	18-Water Sewer Charges 41294-	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	16.74
208 - City Of Bloomington Utilities	073120200807-003	18-Water Sewer Charges July	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	120.06
208 - City Of Bloomington Utilities	0820	Charges 200807-						
Account 53530 - Water and Sewer Totals							Invoice Transactions 7	\$1,180.98
Account 53950 - Landfill								
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	799	18-disposal 4 loads woody	Paid by EFT # 37008	08/25/2020	08/25/2020	09/04/2020	09/04/2020	88.00



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				Account 53950 - Landfill Totals		Invoice Transactions 1		\$88.00
Account 53990 - Other Services and Charges								
50335 - Aquatic Control, INC	189566	18- nuisance aquatic	Paid by EFT # 36927	08/25/2020	08/25/2020	09/04/2020	09/04/2020	559.67
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$559.67
				Program 189500 - Landscaping Totals		Invoice Transactions 16		\$2,797.46
Program 189501 - Cemeteries								
Account 52220 - Agricultural Supplies								
394 - Kleindorfer Hardware & Variety	671082	18-wasp spray	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	29.94
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		\$29.94
Account 52310 - Building Materials and Supplies								
53005 - Menards, INC	54128	18- CEM door handle, rope,	Paid by Check # 72528	08/25/2020	08/25/2020	09/04/2020	09/04/2020	23.47
				Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1		\$23.47
Account 52340 - Other Repairs and Maintenance								
4574 - John Deere Financial (Rural King)	A01261/62	18-brake/carb cleaner, grease,	Paid by Check # 72480	08/19/2020	08/19/2020	08/19/2020	08/19/2020	194.54
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1		\$194.54
Account 52420 - Other Supplies								
53005 - Menards, INC	54128	18- CEM door handle, rope,	Paid by Check # 72528	08/25/2020	08/25/2020	09/04/2020	09/04/2020	24.69
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$24.69
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	2872974 21132X8 20	18-AT&T Wireless July/August	Paid by Check # 72495	08/24/2020	08/24/2020	08/24/2020	08/24/2020	40.81
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$40.81
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001 081120	18-Water Sewer Charges July Charges 41294-	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	334.67
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$334.67
				Program 189501 - Cemeteries Totals		Invoice Transactions 6		\$648.12
Program 189503 - Urban Forestry								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	2872974 21132X8 20	18-AT&T Wireless July/August	Paid by Check # 72495	08/24/2020	08/24/2020	08/24/2020	08/24/2020	72.03
13969 - AT&T Mobility II, LLC	2872897 48920x8 20	18-Wireless Invoice July FirstNet	Paid by Check # 72494	08/24/2020	08/24/2020	08/24/2020	08/24/2020	73.82



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				Account 53210 - Telephone Totals		Invoice Transactions 2		\$145.85
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001081120	18-Water Sewer Charges July 41294-	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	187.21
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$187.21
				Program 189503 - Urban Forestry Totals		Invoice Transactions 3		\$333.06
				Department 18 - Parks & Recreation Totals		Invoice Transactions 161		\$77,826.69
				Fund 200 - Parks and Recreation Gen (S1301) Totals		Invoice Transactions 161		\$77,826.69
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 181000 - Administration								
Account 53990 - Other Services and Charges								
818 - Everywhere Signs, LLC	56746	18-B-Line memorial bench	Paid by EFT # 36982	08/25/2020	08/25/2020	09/04/2020	09/04/2020	75.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$75.00
				Program 181000 - Administration Totals		Invoice Transactions 1		\$75.00
Program 183500 - Golf Services								
Account 43290 - Concessions								
204 - State Of Indiana	July 2020 Sales	18-Sales Tax July 2020	Paid by EFT # 36905	08/18/2020	08/18/2020	08/18/2020	08/18/2020	623.23
				Account 43290 - Concessions Totals		Invoice Transactions 1		\$623.23
Account 43295 - Concessions FB Tax								
204 - State Of Indiana	July 2020 F/B	18-F/B Tax July 2020	Paid by EFT # 36904	08/18/2020	08/18/2020	08/18/2020	08/18/2020	3.82
204 - State Of Indiana	July 2020 Sales	18-Sales Tax July 2020	Paid by EFT # 36905	08/18/2020	08/18/2020	08/18/2020	08/18/2020	26.79
				Account 43295 - Concessions FB Tax Totals		Invoice Transactions 2		\$30.61
Account 52330 - Street , Alley, and Sewer Material								
205 - City Of Bloomington	5948373	18 - Monarch	Paid by Check # 72515	08/25/2020	08/25/2020	09/04/2020	09/04/2020	161.30
205 - City Of Bloomington	5989024	18 - Monarch	Paid by Check # 72515	08/25/2020	08/25/2020	09/04/2020	09/04/2020	446.40
5969 - Coca Cola Bottling CO. Consolidated	2056204901	18 - Cascades - Bottled Drinks	Paid by EFT # 36962	08/25/2020	08/25/2020	09/04/2020	09/04/2020	277.00
5819 - Synchrony Bank	5064	18 - Cascades - Snack Bar Items	Paid by Check # 72537	08/25/2020	08/25/2020	09/04/2020	09/04/2020	280.56
5819 - Synchrony Bank	3454	18 - Cascades - Snack Bar Items	Paid by Check # 72537	08/25/2020	08/25/2020	09/04/2020	09/04/2020	46.48



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Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 5	\$1,211.74
Program 183500 - Golf Services Totals	Invoice Transactions 8	\$1,865.58

Program **183501 - Golf Course - Pro Shop**

Account **43340 - Pro Shop Sales**

204 - State Of Indiana	July 2020 Sales	18-Sales Tax July 2020	Paid by EFT # 36905	08/18/2020	08/18/2020	08/18/2020	08/18/2020	627.55
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Account 43340 - Pro Shop Sales Totals	Invoice Transactions 1	\$627.55
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Account **52330 - Street , Alley, and Sewer Material**

4072 - Acushnet Company	9093794 95	18-pro shop items	Paid by Check # 72510	08/25/2020	08/25/2020	09/04/2020	09/04/2020	66.87
4072 - Acushnet Company	9094019 45	18-pro shop items	Paid by Check # 72510	08/25/2020	08/25/2020	09/04/2020	09/04/2020	78.67
4072 - Acushnet Company	9093933 26	18-pro shop items	Paid by Check # 72510	08/25/2020	08/25/2020	09/04/2020	09/04/2020	135.22
4072 - Acushnet Company	9094020 24	18-pro shop items	Paid by Check # 72510	08/25/2020	08/25/2020	09/04/2020	09/04/2020	547.35
4072 - Acushnet Company	9080871 40	18-pro shop items	Paid by Check # 72510	08/25/2020	08/25/2020	09/04/2020	09/04/2020	887.40
4072 - Acushnet Company	9081411 05	18-pro shop items	Paid by Check # 72510	08/25/2020	08/25/2020	09/04/2020	09/04/2020	985.20
4072 - Acushnet Company	9094014 29	18-pro shop items	Paid by Check # 72510	08/25/2020	08/25/2020	09/04/2020	09/04/2020	951.83
4072 - Acushnet Company	9081020 86	18-pro shop items	Paid by Check # 72510	08/25/2020	08/25/2020	09/04/2020	09/04/2020	1,060.20
4072 - Acushnet Company	9081579 45	18-pro shop items	Paid by Check # 72510	08/25/2020	08/25/2020	09/04/2020	09/04/2020	1,296.60
4072 - Acushnet Company	9094125 71	18-pro shop items	Paid by Check # 72510	08/25/2020	08/25/2020	09/04/2020	09/04/2020	131.95
3978 - J & M Golf, INC	0604468- IN	18 - Tees	Paid by EFT # 37021	08/25/2020	08/25/2020	09/04/2020	09/04/2020	50.67
53619 - Ping, INC	1529908 3	18 - Credit Memo	Paid by EFT # 37064	08/25/2020	08/25/2020	09/04/2020	09/04/2020	(261.00)
53619 - Ping, INC	1526928 5	18-golf clubs	Paid by EFT # 37064	08/25/2020	08/25/2020	09/04/2020	09/04/2020	520.37
53619 - Ping, INC	1526928 1	18-golf clubs	Paid by EFT # 37064	08/25/2020	08/25/2020	09/04/2020	09/04/2020	522.46

Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 14	\$6,973.79
Program 183501 - Golf Course - Pro Shop Totals	Invoice Transactions 15	\$7,601.34

Program **184000 - Natural Resources**

Account **43260 - Equipment Rentals**

204 - State Of Indiana	July 2020 Sales	18-Sales Tax July 2020	Paid by EFT # 36905	08/18/2020	08/18/2020	08/18/2020	08/18/2020	756.29
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				Account 43260 - Equipment Rentals Totals			Invoice Transactions 1	<u>\$756.29</u>
Account 52420 - Other Supplies								
5819 - Synchrony Bank	4699634	18-Amazon	Paid by EFT #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	92.32
	68363	Child	37099					
5819 - Synchrony Bank	5548585	18-Amazon	Paid by EFT #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	170.97
	55569	Alloy Paddle	37099					
5819 - Synchrony Bank	9343777	18-Amazon	Paid by EFT #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	94.56
	45864	Infant Life Vest	37099					
				Account 52420 - Other Supplies Totals			Invoice Transactions 3	<u>\$357.85</u>
Account 53160 - Instruction								
4698 - Indiana Lakes Management Society, INC	01629	18-ILMS Membership	Paid by Check #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	25.00
			72524					
				Account 53160 - Instruction Totals			Invoice Transactions 1	<u>\$25.00</u>
				Program 184000 - Natural Resources Totals			Invoice Transactions 5	<u>\$1,139.14</u>
Program 184500 - Youth Services -Juke Box								
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001	18-Water & Sewer Charges for July	Paid by Check #	08/19/2020	08/19/2020	08/19/2020	08/19/2020	277.44
	081120		72473					
				Account 53530 - Water and Sewer Totals			Invoice Transactions 1	<u>\$277.44</u>
Account 53540 - Natural Gas								
222 - Vectren	7953530	18-Natural Gas	Paid by Check #	08/19/2020	08/19/2020	08/19/2020	08/19/2020	17.00
	4850812	July Charges	72482					
	20	AJB						
				Account 53540 - Natural Gas Totals			Invoice Transactions 1	<u>\$17.00</u>
				Program 184500 - Youth Services -Juke Box Totals			Invoice Transactions 2	<u>\$294.44</u>
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	000000	18-carpet cleaner	Paid by Check #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	18.88
	GQRQDE		72537					
5819 - Synchrony Bank	000000	18-kid friendly headphones	Paid by Check #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	44.64
	GQRURN		72537					
5819 - Synchrony Bank	8333799	18-Amazon	Paid by EFT #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	19.99
	94978	Pipe Cleaners	37099					
5819 - Synchrony Bank	6302	18-Kid City Summer Camp	Paid by Check #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	34.32
			72537					
				Account 52420 - Other Supplies Totals			Invoice Transactions 4	<u>\$117.83</u>
Account 53990 - Other Services and Charges								
204 - State Of Indiana	61986	18- Background Criminal History	Paid by Check #	08/25/2020	08/25/2020	09/04/2020	09/04/2020	21.00
			72534					



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Account 53990 - Other Services and Charges Totals				Invoice Transactions	1			\$21.00
Program 184501 - Youth Services-Kid City Camps Totals				Invoice Transactions	5			\$138.83
Program 185000 - Twin Lakes Recreation Center								
Account 43220 - Facility Rentals								
204 - State Of Indiana	July 2020	18-Sales Tax July 2020	Paid by EFT # 36905	08/18/2020	08/18/2020	08/18/2020	08/18/2020	506.11
				Account 43220 - Facility Rentals Totals	Invoice Transactions	1		\$506.11
Account 52110 - Office Supplies								
5099 - Office Three Sixty, INC	1688681	18- Receipt paper, key tags,	Paid by EFT # 37057	08/25/2020	08/25/2020	09/04/2020	09/04/2020	17.70
				Account 52110 - Office Supplies Totals	Invoice Transactions	1		\$17.70
Account 52210 - Institutional Supplies								
9269 - Ferguson Facilities Supply, HP Products #3400	0135179-2	18 - TLRC Facility	Paid by EFT # 36986	08/25/2020	08/25/2020	09/04/2020	09/04/2020	459.76
9269 - Ferguson Facilities Supply, HP Products #3400	0174802-2	18-disinfectant cleaner	Paid by EFT # 36986	08/25/2020	08/25/2020	09/04/2020	09/04/2020	229.88
5819 - Synchrony Bank	1554	18-TLRC Face Mask, Band Aids	Paid by Check # 72537	08/25/2020	08/25/2020	09/04/2020	09/04/2020	22.96
5819 - Synchrony Bank	8848	18-TLRC institutional	Paid by Check # 72537	08/25/2020	08/25/2020	09/04/2020	09/04/2020	27.96
				Account 52210 - Institutional Supplies Totals	Invoice Transactions	4		\$740.56
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	663484	18-keys made	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	4.00
53005 - Menards, INC	54754	18-auto refill water	Paid by Check # 72528	08/25/2020	08/25/2020	09/04/2020	09/04/2020	8.90
				Account 52310 - Building Materials and Supplies Totals	Invoice Transactions	2		\$12.90
Account 52420 - Other Supplies								
5819 - Synchrony Bank	4496739 37949	18-Amazon Non contact Infrared	Paid by EFT # 37099	08/25/2020	08/25/2020	09/04/2020	09/04/2020	59.98
				Account 52420 - Other Supplies Totals	Invoice Transactions	1		\$59.98
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	39530-002	18-Water Sewer Charges July 20	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	704.48
208 - City Of Bloomington Utilities	081120 39530-002	18-Water Sewer Charges June 39530-02	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	682.18
				Account 53530 - Water and Sewer Totals	Invoice Transactions	2		\$1,386.66
Account 53610 - Building Repairs								
53657 - Plymate, INC	2948574	18 - TLRC Entry Mat Service	Paid by EFT # 37065	08/25/2020	08/25/2020	09/04/2020	09/04/2020	78.62



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Account 53950 - Landfill

2260 - Republic Services, INC

0694- 18-Landfill TLRC Paid by EFT #
0025898 Sept Charges 37075
39

Account **53610 - Building Repairs** Totals

Invoice Transactions 1

\$78.62

08/25/2020 08/25/2020 09/04/2020 09/04/2020 225.00

Account **53950 - Landfill** Totals

Invoice Transactions 1

\$225.00

Program **185000 - Twin Lakes Recreation Center** Totals

Invoice Transactions 13

\$3,027.53

Program 185002 - TLRC-Health & Wellness

Account 53940 - Temporary Contractual Employee

6161 - Morgan Ashley Banks

082020 18-TLRC Fitness Paid by EFT #
Specialist 36932

08/25/2020 08/25/2020 09/04/2020 09/04/2020 100.00

7207 - Ayaa Elgoharry

082220 18-TLRC Fitness Paid by EFT #
Specialist 36979

08/25/2020 08/25/2020 09/04/2020 09/04/2020 281.25

7086 - Rivkah L Moore

081220 18-TLRC Fitness Paid by EFT #
Specialist 37050

08/25/2020 08/25/2020 09/04/2020 09/04/2020 62.50

7440 - William Tuttle

082020 18-TLRC Fitness Paid by EFT #
Specialist 37109

08/25/2020 08/25/2020 09/04/2020 09/04/2020 150.00

Account **53940 - Temporary Contractual Employee** Totals

Invoice Transactions 4

\$593.75

Program **185002 - TLRC-Health & Wellness** Totals

Invoice Transactions 4

\$593.75

Program 185003 - TLRC-Basketball

Account 53940 - Temporary Contractual Employee

7276 - Kaitlyn Clementi

081920 18-TLRC Fitness Paid by EFT #
Specialist 36960

08/25/2020 08/25/2020 09/04/2020 09/04/2020 31.25

Account **53940 - Temporary Contractual Employee** Totals

Invoice Transactions 1

\$31.25

Program **185003 - TLRC-Basketball** Totals

Invoice Transactions 1

\$31.25

Program 185006 - TLRC-Concessions

Account 43290 - Concessions

204 - State Of Indiana

July 18-Sales Tax Paid by EFT #
2020 July 2020 36905
Sales

08/18/2020 08/18/2020 08/18/2020 08/18/2020 161.90

Account **43290 - Concessions** Totals

Invoice Transactions 1

\$161.90

Account 43295 - Concessions FB Tax

204 - State Of Indiana

July 18-F/B Tax July Paid by EFT #
2020 F/B 2020 36904

08/18/2020 08/18/2020 08/18/2020 08/18/2020 4.49

204 - State Of Indiana

July 18-Sales Tax Paid by EFT #
2020 July 2020 36905
Sales

08/18/2020 08/18/2020 08/18/2020 08/18/2020 31.49

Account **43295 - Concessions FB Tax** Totals

Invoice Transactions 2

\$35.98

Program **185006 - TLRC-Concessions** Totals

Invoice Transactions 3

\$197.88

Program 186500 - Community Events

Account 43270 - Registration Fees



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Rachel Akers	2020-00001502	18-Refunds	Paid by Check # 72542	08/25/2020	08/25/2020	09/04/2020	09/04/2020	20.00
Account 43270 - Registration Fees Totals							Invoice Transactions 1	<u>\$20.00</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132X820	18-AT&T Wireless July/August	Paid by Check # 72495	08/24/2020	08/24/2020	08/24/2020	08/24/2020	23.67
Account 53210 - Telephone Totals							Invoice Transactions 1	<u>\$23.67</u>
Account 53630 - Machinery and Equipment Repairs								
536 - Chris Ramsey (KingSnake Sound Company)	140560	18- Repair and Shipping for	Paid by EFT # 37070	08/25/2020	08/25/2020	09/04/2020	09/04/2020	174.27
Account 53630 - Machinery and Equipment Repairs Totals							Invoice Transactions 1	<u>\$174.27</u>
Account 53730 - Machinery and Equipment Rental								
536 - Chris Ramsey (KingSnake Sound Company)	140561	18- Repair and Shipping for	Paid by EFT # 37070	08/25/2020	08/25/2020	09/04/2020	09/04/2020	135.27
Account 53730 - Machinery and Equipment Rental Totals							Invoice Transactions 1	<u>\$135.27</u>
Account 53990 - Other Services and Charges								
6964 - James S Daley	2020012	18 - Host for Trivia Series	Paid by EFT # 36972	08/25/2020	08/25/2020	09/04/2020	09/04/2020	150.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	<u>\$150.00</u>
Program 186500 - Community Events Totals							Invoice Transactions 5	<u>\$503.21</u>
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								
5200 - Chester L Lehman (Olde Lane Orchard)	2188	Market Bucks and Gift	Paid by EFT # 37034	08/25/2020	08/25/2020	09/04/2020	09/04/2020	20.00
Account 47230 - Gift Certificate Totals							Invoice Transactions 1	<u>\$20.00</u>
Account 47240 - EBT Market Bucks								
4171 - Sarah E Dye	2206	Market Bucks	Paid by EFT # 36974	08/25/2020	08/25/2020	09/04/2020	09/04/2020	33.00
12527 - Hoosier Honey	2201	Market Bucks	Paid by EFT # 37004	08/25/2020	08/25/2020	09/04/2020	09/04/2020	204.00
52276 - Hunter's Honey Farm	2183	Market Bucks	Paid by EFT # 37007	08/25/2020	08/25/2020	09/04/2020	09/04/2020	45.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	2197	Market Bucks	Paid by EFT # 37026	08/25/2020	08/25/2020	09/04/2020	09/04/2020	99.00
5200 - Chester L Lehman (Olde Lane Orchard)	2207	Market Bucks	Paid by EFT # 37034	08/25/2020	08/25/2020	09/04/2020	09/04/2020	186.00
5200 - Chester L Lehman (Olde Lane Orchard)	2188	Market Bucks and Gift	Paid by EFT # 37034	08/25/2020	08/25/2020	09/04/2020	09/04/2020	303.00
4347 - Daniel E McCullough	2185	Market Bucks	Paid by Check # 72527	08/25/2020	08/25/2020	09/04/2020	09/04/2020	168.00



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7356 - John A McMahan	2193	Market Bucks	Paid by EFT # 37043	08/25/2020	08/25/2020	09/04/2020	09/04/2020	204.00
6898 - Robert Payton (Texas Ridge Farms)	2181	Market Bucks	Paid by EFT # 37061	08/25/2020	08/25/2020	09/04/2020	09/04/2020	60.00
12405 - Titus Raber	2198	Market Bucks	Paid by EFT # 37069	08/25/2020	08/25/2020	09/04/2020	09/04/2020	189.00
12405 - Titus Raber	2199	Market Bucks	Paid by EFT # 37069	08/25/2020	08/25/2020	09/04/2020	09/04/2020	180.00
14571 - Melvin E Reeves	2200	Market Bucks	Paid by EFT # 37073	08/25/2020	08/25/2020	09/04/2020	09/04/2020	69.00
14571 - Melvin E Reeves	2186	Market Bucks	Paid by EFT # 37073	08/25/2020	08/25/2020	09/04/2020	09/04/2020	45.00
12430 - Luke Rhodes	2202	Market Bucks	Paid by EFT # 37076	08/25/2020	08/25/2020	09/04/2020	09/04/2020	54.00
12430 - Luke Rhodes	2190	Market Bucks	Paid by EFT # 37076	08/25/2020	08/25/2020	09/04/2020	09/04/2020	57.00
12422 - Kip Schlegel	2204	Market Bucks	Paid by EFT # 37081	08/25/2020	08/25/2020	09/04/2020	09/04/2020	45.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2192	Market Bucks	Paid by EFT # 37088	08/25/2020	08/25/2020	09/04/2020	09/04/2020	75.00
2496 - Galen Jay Stoll	2208	Market Bucks	Paid by Check # 72536	08/25/2020	08/25/2020	09/04/2020	09/04/2020	51.00
2496 - Galen Jay Stoll	2189	Market Bucks	Paid by Check # 72536	08/25/2020	08/25/2020	09/04/2020	09/04/2020	42.00
5673 - Stephen Stoll	2182	Market Bucks	Paid by EFT # 37096	08/25/2020	08/25/2020	09/04/2020	09/04/2020	114.00
7364 - Richard Warren (Metro Market Garden, LLC)	2191	Market Bucks	Paid by EFT # 37118	08/25/2020	08/25/2020	09/04/2020	09/04/2020	3.00
12424 - Daniel L Weber	2196	Market Bucks	Paid by EFT # 37120	08/25/2020	08/25/2020	09/04/2020	09/04/2020	21.00
12424 - Daniel L Weber	2205	Market Bucks	Paid by EFT # 37120	08/25/2020	08/25/2020	09/04/2020	09/04/2020	18.00
12425 - David W Widner	2184	Market Bucks	Paid by Check # 72540	08/25/2020	08/25/2020	09/04/2020	09/04/2020	12.00
Account 47240 - EBT Market Bucks Totals						Invoice Transactions 24		\$2,277.00
Account 52420 - Other Supplies								
5819 - Synchrony Bank	8333799	18-Amazon	Paid by EFT # 37099	08/25/2020	08/25/2020	09/04/2020	09/04/2020	6.39
5819 - Synchrony Bank	8563347	18- Amazon	Paid by EFT # 37099	08/25/2020	08/25/2020	09/04/2020	09/04/2020	64.00
	63636	Disposable Face						
Account 52420 - Other Supplies Totals						Invoice Transactions 2		\$70.39
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	2872974	18-AT&T	Paid by Check # 72495	08/24/2020	08/24/2020	08/24/2020	08/24/2020	70.05
	21132X8	Wireless						
	20	July/August						



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				Account 53210 - Telephone Totals			Invoice Transactions 1	\$70.05
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	82116-001	18-Water Sewer Charges June	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	10.79
	073120	Charges 82116-						
208 - City Of Bloomington Utilities	82116-001	18-Water Sewer Charges July	Paid by Check # 72473	08/19/2020	08/19/2020	08/19/2020	08/19/2020	10.79
	083120	Charges 82116-						
				Account 53530 - Water and Sewer Totals			Invoice Transactions 2	\$21.58
				Program 186503 - Community Events-Farmers' Market Totals			Invoice Transactions 30	\$2,459.02
Program 186504 - Senior Expo								
Account 43410 - Advertising								
Owen Valley Health Campus	2020-0000147	18-Refunds	Paid by Check # 72554	08/25/2020	08/25/2020	09/04/2020	09/04/2020	200.00
	2							
Stonebridge Health Campus	2020-0000143	18-Refunds	Paid by Check # 72559	08/25/2020	08/25/2020	09/04/2020	09/04/2020	200.00
	7							
				Account 43410 - Advertising Totals			Invoice Transactions 2	\$400.00
				Program 186504 - Senior Expo Totals			Invoice Transactions 2	\$400.00
Program 186506 - Performing Art Series								
Account 53990 - Other Services and Charges								
7320 - Roscoe Baugh	081620	18- 75 minute performance for	Paid by EFT # 36936	08/25/2020	08/25/2020	09/04/2020	09/04/2020	350.00
5595 - David A Bruker	July 31, 2020	18- 75 Minute Performance at	Paid by EFT # 36948	08/25/2020	08/25/2020	09/04/2020	09/04/2020	350.00
7384 - Carrington Clinton	106	18- 75 Minute Performance at	Paid by EFT # 36961	08/25/2020	08/25/2020	09/04/2020	09/04/2020	2,400.00
6179 - Kenneth Brooks Grooms (O2R Blues Band)	1001	18- 75 Minute Performance at	Paid by EFT # 36996	08/25/2020	08/25/2020	09/04/2020	09/04/2020	450.00
683 - In The Dark Enterprises, INC (The Ryder)	August 19, 2020	18- Movie licenses for the first 3 Movies in	Paid by EFT # 37010	08/25/2020	08/25/2020	09/04/2020	09/04/2020	540.00
7460 - Mark W LaPointe	0001	18- 75 Minute Performance at	Paid by EFT # 37033	08/25/2020	08/25/2020	09/04/2020	09/04/2020	300.00
				Account 53990 - Other Services and Charges Totals			Invoice Transactions 6	\$4,390.00
				Program 186506 - Performing Art Series Totals			Invoice Transactions 6	\$4,390.00
Program 187001 - Adult Sports-Softball								
Account 43220 - Facility Rentals								
204 - State Of Indiana	July 2020	18-Sales Tax Sales	Paid by EFT # 36905	08/18/2020	08/18/2020	08/18/2020	08/18/2020	288.28
				Account 43220 - Facility Rentals Totals			Invoice Transactions 1	\$288.28



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Account 53940 - Temporary Contractual Employee

7461 - Alexander George Barnes	081620	18- TLSP Umpire- Barnes	Paid by EFT # 36933	08/25/2020	08/25/2020	09/04/2020	09/04/2020	180.00
20105 - Brandon B Chambers	081320	18- TLSP Umpire	Paid by EFT # 36956	08/25/2020	08/25/2020	09/04/2020	09/04/2020	345.00
7147 - Keith E Crittenden	081620	18- TLSP Umpire-	Paid by EFT # 36970	08/25/2020	08/25/2020	09/04/2020	09/04/2020	160.00
17565 - Michael B Hicks (Contractual)	081620	18-TLSP Adult Softball Umpire	Paid by EFT # 37001	08/25/2020	08/25/2020	09/04/2020	09/04/2020	280.00
557 - Vicki Lynn Minder	081620	18-TLSP Adult Softball Umpire	Paid by EFT # 37047	08/25/2020	08/25/2020	09/04/2020	09/04/2020	305.00
3714 - Ryan Greer Perkins	080620	18-TLRC Softball Umpire	Paid by EFT # 37063	08/25/2020	08/25/2020	09/04/2020	09/04/2020	60.00
4939 - Charles W Stone	081320	18- TLSP Umpire- Stone	Paid by EFT # 37097	08/25/2020	08/25/2020	09/04/2020	09/04/2020	280.00
3715 - Alihandro B Teran	081320	18- TLSP Umpire- Teran	Paid by EFT # 37100	08/25/2020	08/25/2020	09/04/2020	09/04/2020	300.00

Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 8	<u>\$1,910.00</u>
Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 9	<u>\$2,198.28</u>

Program 187006 - Adult Sports-Concessions

Account 43290 - Concessions

204 - State Of Indiana	July 2020 Sales	18-Sales Tax July 2020	Paid by EFT # 36905	08/18/2020	08/18/2020	08/18/2020	08/18/2020	340.40
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Account 43290 - Concessions Totals	Invoice Transactions 1	<u>\$340.40</u>
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Account 43295 - Concessions FB Tax

204 - State Of Indiana	July 2020 F/B Sales	18-F/B Tax July 2020	Paid by EFT # 36904	08/18/2020	08/18/2020	08/18/2020	08/18/2020	42.49
204 - State Of Indiana	July 2020 Sales	18-Sales Tax July 2020	Paid by EFT # 36905	08/18/2020	08/18/2020	08/18/2020	08/18/2020	298.02

Account 43295 - Concessions FB Tax Totals	Invoice Transactions 2	<u>\$340.51</u>
Program 187006 - Adult Sports-Concessions Totals	Invoice Transactions 3	<u>\$680.91</u>

Program 189003 - Operations-Open Shelters

Account 43220 - Facility Rentals

204 - State Of Indiana	July 2020 Sales	18-Sales Tax July 2020	Paid by EFT # 36905	08/18/2020	08/18/2020	08/18/2020	08/18/2020	39.76
Patsy Coulter	2020-0000150 1	18-Refunds	Paid by Check # 72543	08/25/2020	08/25/2020	09/04/2020	09/04/2020	81.00



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Barb Hollingsworth	2020-00001436	18-Refunds	Paid by Check # 72547	08/25/2020	08/25/2020	09/04/2020	09/04/2020	91.00
			Account 43220 - Facility Rentals Totals				Invoice Transactions 3	<u>\$211.76</u>
			Program 189003 - Operations-Open Shelters Totals				Invoice Transactions 3	<u>\$211.76</u>
Program 189006 - Switchyard Property								
Account 52420 - Other Supplies								
51857 - Flex-Pac, INC	I282060A	18 SYP Disinfectant	Paid by Check # 72521	08/25/2020	08/25/2020	09/04/2020	09/04/2020	44.32
51857 - Flex-Pac, INC	I282998	18 SYP Gloves, Surface Cleaner,	Paid by Check # 72521	08/25/2020	08/25/2020	09/04/2020	09/04/2020	159.64
394 - Kleindorfer Hardware & Variety	663455	18 SYP Misc hardware/locks	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	59.13
394 - Kleindorfer Hardware & Variety	664999	18 SYP Hose coupler, safety	Paid by EFT # 37030	08/25/2020	08/25/2020	09/04/2020	09/04/2020	19.57
			Account 52420 - Other Supplies Totals				Invoice Transactions 4	<u>\$282.66</u>
			Program 189006 - Switchyard Property Totals				Invoice Transactions 4	<u>\$282.66</u>
Program G20005 - 2020 Bannaker Nature Days								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	4687877	18-Amazon Monocular Dual	Paid by EFT # 37099	08/25/2020	08/25/2020	09/04/2020	09/04/2020	580.00
5819 - Synchrony Bank	4735793	18-Amazon Insect Pocket	Paid by EFT # 37099	08/25/2020	08/25/2020	09/04/2020	09/04/2020	518.00
5819 - Synchrony Bank	5499557	18-Amazon Bugs-Slugs	Paid by EFT # 37099	08/25/2020	08/25/2020	09/04/2020	09/04/2020	397.50
5819 - Synchrony Bank	63753	18- Amazon Nature Day	Paid by EFT # 37099	08/25/2020	08/25/2020	09/04/2020	09/04/2020	333.71
5819 - Synchrony Bank	7583978	18-Amazon Insect & Birds	Paid by EFT # 37099	08/25/2020	08/25/2020	09/04/2020	09/04/2020	777.00
			Account 52420 - Other Supplies Totals				Invoice Transactions 5	<u>\$2,606.21</u>
			Program G20005 - 2020 Bannaker Nature Days Totals				Invoice Transactions 5	<u>\$2,606.21</u>
Program G20011 - 2020 Summer Food								
Account 53990 - Other Services and Charges								
3614 - Chef For Hire, INC	11183	18-BBCC-July Meals	Paid by EFT # 36957	08/25/2020	08/25/2020	09/04/2020	09/04/2020	14,586.00
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	<u>\$14,586.00</u>
			Program G20011 - 2020 Summer Food Totals				Invoice Transactions 1	<u>\$14,586.00</u>
			Department 18 - Parks & Recreation Totals				Invoice Transactions 125	<u>\$43,282.79</u>
			Fund 201 - Parks and Rec Non Reverting Totals				Invoice Transactions 125	<u>\$43,282.79</u>
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP								



Park & Rec Board Register

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Account **54510 - Other Capital Outlays**

3642 - Lentz Paving, LLC	2452	18-Bryan Park Tennis Courts	Paid by EFT # 37035	08/25/2020	08/25/2020	09/04/2020	09/04/2020	76,000.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1	\$76,000.00
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals							Invoice Transactions 1	\$76,000.00

Program **18016D - 2016 D Lower Cascades**

Account **54510 - Other Capital Outlays**

2974 - MacAllister Machinery Co, INC	R673664 54103	18-Telehandler Lift for Zoysia	Paid by EFT # 37040	08/25/2020	08/25/2020	09/04/2020	09/04/2020	1,367.75
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1	\$1,367.75
Program 18016D - 2016 D Lower Cascades Totals							Invoice Transactions 1	\$1,367.75

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#11	18-Escrow for Bond project HVAC at Twin Lakes Rec	Paid by Check # 72519	08/25/2020	08/25/2020	09/04/2020	09/04/2020	410.77
321 - Harrell Fish, INC (HFI)	HFI, TLRC App#11	18-GOB Project HVAC replacement at TLRC	Paid by EFT # 36997	08/25/2020	08/25/2020	09/04/2020	09/04/2020	7,804.63
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 2	\$8,215.40
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals							Invoice Transactions 2	\$8,215.40
Department 18 - Parks & Recreation Totals							Invoice Transactions 4	\$85,583.15
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions 4	\$85,583.15

Fund **980 - 2018 BicentennialBnd Prcd900030**

Department **18 - Parks & Recreation**

Program **18018B - Griffy Loop Trail Lower Cascades**

Account **54510 - Other Capital Outlays**

19741 - Mader Design, LLC	1174	18- Griffy Lake Loop Trail	Paid by EFT # 37041	08/25/2020	08/25/2020	09/04/2020	09/04/2020	12,067.28
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1	\$12,067.28
Program 18018B - Griffy Loop Trail Lower Cascades Totals							Invoice Transactions 1	\$12,067.28

Program **18018C - Enrty Ways St Trees Alley Enhanc**

Account **54510 - Other Capital Outlays**

7059 - Eagle Ridge Civil Engineering Services, LLC	182-10	13-Downtown Alley proj-6/11-	Paid by EFT # 36975	08/25/2020	08/25/2020	09/04/2020	09/04/2020	421.66
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1	\$421.66
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals							Invoice Transactions 1	\$421.66
Department 18 - Parks & Recreation Totals							Invoice Transactions 2	\$12,488.94



Park & Rec Board Register

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Fund **980 - 2018 BicentennialBnd Prcd900030** Totals
Grand Totals

Invoice Transactions **2**
Invoice Transactions **292**

<u>\$12,488.94</u>
<u>\$219,181.57</u>

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/4/2020	Claims				219,181.57
					<u>219,181.57</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 219,181.57

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____



Park & Rec Board Register

Invoice Date Range 08/31/20 - 09/18/20

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 (S1301)											
Department 18 - Parks & Recreation											
Program 181100 - Marketing											
Account 52420 - Other Supplies											
818 - Everywhere Signs, LLC	57007	18-H stakes for yard signs	Paid by EFT # 37209		09/08/2020	09/08/2020	09/18/2020		09/18/2020	75.00	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>75.00</u>
Account 53310 - Printing											
54546 - Charles Y Coghlan, DMD (Office Easel)	101955 A	18-COVID yard signs for social distancing and face	Paid by EFT # 37190		09/08/2020	09/08/2020	09/18/2020		09/18/2020	650.00	
3892 - Midwest Color Printing, INC	INV-13793	18-Crystal Ritter business cards	Paid by EFT # 37267		09/08/2020	09/08/2020	09/18/2020		09/18/2020	37.23	
53125 - Mr. Copy, INC	34803	18-September Kids Kraze	Paid by EFT # 37273		09/08/2020	09/08/2020	09/18/2020		09/18/2020	25.47	
2895 - Rapid Reproductions, INC	101397	18-Switchyard Park main stage banner PAS	Paid by EFT # 37292		09/08/2020	09/08/2020	09/18/2020		09/18/2020	471.04	
4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	INV-51247	18-Lower Cascades Park road conversion pilot	Paid by EFT # 37301		09/08/2020	09/08/2020	09/18/2020		09/18/2020	35.25	
4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	INV-51249	18-Bryan Park tennis court resurface timeline	Paid by EFT # 37301		09/08/2020	09/08/2020	09/18/2020		09/18/2020	51.42	
									Account 53310 - Printing Totals	Invoice Transactions 6	<u>\$1,270.41</u>
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	368503 06	18-Renewal Annual Subscription for Survey	Paid by Check # 72605		09/08/2020	09/08/2020	09/18/2020		09/18/2020	337.50	
6830 - Andrew Lambert (Lambert Consulting)	1658	18-social media management August	Paid by EFT # 37258		09/08/2020	09/08/2020	09/18/2020		09/18/2020	300.00	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2	<u>\$637.50</u>
									Program 181100 - Marketing Totals	Invoice Transactions 9	<u>\$1,982.91</u>
Program 182001 - Aquatics - Bryan Pool											
Account 53510 - Electrical Services											
223 - Duke Energy	830037 3001	18- August Electrical Charges	Paid by Check # 72594		09/07/2020	09/07/2020	09/07/2020		09/10/2020	(189.42)	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>(\$189.42)</u>
									Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 1	<u>(\$189.42)</u>
Program 182002 - Aquatics - Mills Pool											
Account 53510 - Electrical Services											
223 - Duke Energy	830037 3001	18- August Electrical Charges	Paid by Check # 72594		09/07/2020	09/07/2020	09/07/2020		09/10/2020	(214.96)	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>(\$214.96)</u>
									Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 1	<u>(\$214.96)</u>



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Program 182500 - Frank Southern Center

Account 53510 - Electrical Services

223 - Duke Energy	830037 3001	18- August Electrical Charges	Paid by Check # 72594	09/07/2020	09/07/2020	09/07/2020	09/10/2020	1,273.08	
							Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$1,273.08</u>

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	107777 ES	06-City Fac.-Natural Gas Commodity-July 2020	Paid by EFT # 37136	09/02/2020	09/02/2020	09/02/2020	09/02/2020	479.79	
							Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$479.79</u>

Account 53650 - Other Repairs

8613 - Crane's Leather & Shoe Shop, INC	6176	18 - FSC Skate Repair	Paid by EFT # 37198	09/08/2020	09/08/2020	09/18/2020	09/18/2020	107.00	
							Account 53650 - Other Repairs Totals	Invoice Transactions 1	<u>\$107.00</u>

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	18- ParksBk	18-Parks July Bank Fees 2020	Paid by EFT # 37141	08/31/2020	08/31/2020	08/31/2020	08/31/2020	174.20	
							Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$174.20</u>

Account 53990 - Other Services and Charges

5534 - Presidio Holdings, INC	300183 190114	18-Change Fund Glow Scavenger Hunt	Paid by EFT # 37288	09/08/2020	09/08/2020	09/18/2020	09/18/2020	604.07	
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$604.07</u>

							Program 182500 - Frank Southern Center Totals	Invoice Transactions 5	<u>\$2,638.14</u>
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Program 183500 - Golf Services

Account 52230 - Garage and Motor Supplies

177 - Indiana Oxygen Company, INC	952364 2	18 - Carbon Dioxide	Paid by EFT # 37235	09/08/2020	09/08/2020	09/18/2020	09/18/2020	44.96	
455 - Industrial Service & Supply, INC	63786	18-test kit	Paid by EFT # 37240	09/08/2020	09/08/2020	09/18/2020	09/18/2020	147.00	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	059716	18-fuse, ignition sealer, relay	Paid by EFT # 37314	09/08/2020	09/08/2020	09/18/2020	09/18/2020	24.60	
							Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 3	<u>\$216.56</u>

Account 52240 - Fuel and Oil

2708 - AmeriGas Propane, LP	310617 9540	18 - Propane Tank Rental	Paid by EFT # 37163	09/08/2020	09/08/2020	09/18/2020	09/18/2020	175.00	
							Account 52240 - Fuel and Oil Totals	Invoice Transactions 1	<u>\$175.00</u>

Account 53510 - Electrical Services

223 - Duke Energy	830037 3001	18- August Electrical Charges	Paid by Check # 72594	09/07/2020	09/07/2020	09/07/2020	09/10/2020	1,052.20	
							Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$1,052.20</u>

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	107777 ES	06-City Fac.-Natural Gas Commodity-July 2020	Paid by EFT # 37136	09/02/2020	09/02/2020	09/02/2020	09/02/2020	14.47
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Park & Rec Board Register

Invoice Date Range 08/31/20 - 09/18/20

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.

18- 18-Parks July Bank Fees Paid by EFT #
ParksBk 2020 37141

Account **53540 - Natural Gas** Totals

Invoice Transactions 1

\$14.47

08/31/2020 08/31/2020 08/31/2020 08/31/2020 4,583.05

Account **53830 - Bank Charges** Totals

Invoice Transactions 1

\$4,583.05

Account 53910 - Dues and Subscriptions

4170 - Comcast Cable Communications, INC

119048 18-Cable Service Paid by Check #
589509 72565

09/02/2020 09/02/2020 09/02/2020 09/02/2020 122.44

Account **53910 - Dues and Subscriptions** Totals

Invoice Transactions 1

\$122.44

Program **183500 - Golf Services** Totals

Invoice Transactions 8

\$6,163.72

Program 184000 - Natural Resources

Account 53510 - Electrical Services

223 - Duke Energy

830037 18- August Electrical Paid by Check #
3001 Charges 72594

09/07/2020 09/07/2020 09/07/2020 09/10/2020 28.60

Account **53510 - Electrical Services** Totals

Invoice Transactions 1

\$28.60

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.

18- 18-Parks July Bank Fees Paid by EFT #
ParksBk 2020 37141

08/31/2020 08/31/2020 08/31/2020 08/31/2020 11.16

Account **53830 - Bank Charges** Totals

Invoice Transactions 1

\$11.16

Program **184000 - Natural Resources** Totals

Invoice Transactions 2

\$39.76

Program 186500 - Community Events

Account 43270 - Registration Fees

Nancy Grabner

2020- 18-REFUNDS Paid by Check #
000015 72636

09/08/2020 09/08/2020 09/18/2020 09/18/2020 120.00

Yan Liu

2020- 18-REFUNDS Paid by Check #
000015 72644

09/08/2020 09/08/2020 09/18/2020 09/18/2020 60.00

Michael Mundy

2020- 18-REFUNDS Paid by Check #
000015 72647

09/08/2020 09/08/2020 09/18/2020 09/18/2020 180.00

Wendy Myers

2020- 18-REFUNDS Paid by Check #
000015 72648

09/08/2020 09/08/2020 09/18/2020 09/18/2020 120.00

Mark Riggins

2020- 18-REFUNDS Paid by Check #
000015 72651

09/08/2020 09/08/2020 09/18/2020 09/18/2020 120.00

Becky Sterling

2020- 18-REFUNDS Paid by Check #
000015 72654

09/08/2020 09/08/2020 09/18/2020 09/18/2020 60.00

Nancy Taylor

2020- 18-REFUNDS Paid by Check #
000015 72656

09/08/2020 09/08/2020 09/18/2020 09/18/2020 120.00

Account **43270 - Registration Fees** Totals

Invoice Transactions 7

\$780.00

Account 52420 - Other Supplies

53005 - Menards, INC

54847 18-marking paint, spray Paid by Check #
chalk, and doorstep 72610

09/08/2020 09/08/2020 09/18/2020 09/18/2020 57.19

Account **52420 - Other Supplies** Totals

Invoice Transactions 1

\$57.19

Account 53910 - Dues and Subscriptions



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3560 - First Financial Bank / Credit Cards	368503	18-Renewal Annual Subscription for Survey	06	Paid by Check # 72605	09/08/2020	09/08/2020	09/18/2020	09/18/2020	31.01
3560 - First Financial Bank / Credit Cards	367313	18-Renewal Annual Subscription for Survey	32	Paid by Check # 72605	09/08/2020	09/08/2020	09/18/2020	09/18/2020	288.00
204 - State Of Indiana	AE5335	18- Switchyard Park Stage and Pavilion Law	808	Paid by Check # 72617	09/08/2020	09/08/2020	09/18/2020	09/18/2020	267.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 3	\$586.01
Account 53990 - Other Services and Charges									
4971 - Monika Herzog	8-27-20	1 18- 90 minute performance by Monika		Paid by EFT # 37224	09/08/2020	09/08/2020	09/18/2020	09/18/2020	125.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1	\$125.00
Program 186500 - Community Events Totals								Invoice Transactions 12	\$1,548.20
Program 186502 - Community Events-Gardens									
Account 52420 - Other Supplies									
394 - Kleindorfer Hardware & Variety	671376	18-Community Garden Supplies (zipties, lock,		Paid by EFT # 37253	09/08/2020	09/08/2020	09/18/2020	09/18/2020	77.94
Account 52420 - Other Supplies Totals								Invoice Transactions 1	\$77.94
Program 186502 - Community Events-Gardens Totals								Invoice Transactions 1	\$77.94
Program 187001 - Adult Sports-Softball									
Account 52230 - Garage and Motor Supplies									
476 - Southern Indiana Parts, INC (Napa Auto Parts)	328455	18- TLSP Belts for Sandpro		Paid by EFT # 37314	09/08/2020	09/08/2020	09/18/2020	09/18/2020	14.82
Account 52230 - Garage and Motor Supplies Totals								Invoice Transactions 1	\$14.82
Account 52420 - Other Supplies									
394 - Kleindorfer Hardware & Variety	665325	18 TLSP drill bits, cables, padlocks, danger		Paid by EFT # 37253	09/08/2020	09/08/2020	09/18/2020	09/18/2020	34.51
394 - Kleindorfer Hardware & Variety	674253	18 TLSP Padlocks		Paid by EFT # 37253	09/08/2020	09/08/2020	09/18/2020	09/18/2020	29.97
394 - Kleindorfer Hardware & Variety	674287	18 padlock keys and lock lubricant		Paid by EFT # 37253	09/08/2020	09/08/2020	09/18/2020	09/18/2020	12.49
394 - Kleindorfer Hardware & Variety	672003	18- TLSP Weed Eater String		Paid by EFT # 37253	09/08/2020	09/08/2020	09/18/2020	09/18/2020	61.98
337 - Stansifer Radio Co, INC	35602	18 TLSP hubbell boxes		Paid by EFT # 37318	09/08/2020	09/08/2020	09/18/2020	09/18/2020	61.05
Account 52420 - Other Supplies Totals								Invoice Transactions 5	\$200.00
Account 53510 - Electrical Services									
223 - Duke Energy	830037	18- August Electrical Charges	3001	Paid by Check # 72594	09/07/2020	09/07/2020	09/07/2020	09/10/2020	(88.48)
Account 53510 - Electrical Services Totals								Invoice Transactions 1	(\$88.48)
Account 53610 - Building Repairs									
875 - Young Plumbing & Mechanical, INC	52082	18- TLSP Mens bathroom Toilet repair		Paid by EFT # 37353	09/08/2020	09/08/2020	09/18/2020	09/18/2020	114.00



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				Account 53610 - Building Repairs Totals	Invoice Transactions 1	\$114.00		
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	18- ParksBk	18-Parks July Bank Fees 2020	Paid by EFT # 37141	08/31/2020	08/31/2020	08/31/2020	08/31/2020	626.20
				Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$626.20		
Account 53990 - Other Services and Charges								
912 - Central Security Systems, INC	470624	18 SYP Pavilion Commerical Fire Alarm	Paid by EFT # 37188	09/08/2020	09/08/2020	09/18/2020	09/18/2020	147.00
				Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$147.00		
				Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 10	\$1,013.54		
Program 187202 - Youth Sports-Winslow								
Account 52220 - Agricultural Supplies								
2005 - Bloomington Speedway Mulch, INC	3969	18 - Winslow Quarter Minus for warm up areas	Paid by EFT # 37181	09/08/2020	09/08/2020	09/18/2020	09/18/2020	29.90
53038 - Mid America Sales Associates	416828-00	18- Winslow/Olcott Seed, Fertilizer, Grub Control	Paid by EFT # 37266	09/08/2020	09/08/2020	09/18/2020	09/18/2020	2,447.54
				Account 52220 - Agricultural Supplies Totals	Invoice Transactions 2	\$2,477.44		
Account 52310 - Building Materials and Supplies								
875 - Young Plumbing & Mechanical, INC	52086	18 - Waterless Urinal Repair Winslow Sr Side	Paid by EFT # 37353	09/08/2020	09/08/2020	09/18/2020	09/18/2020	181.25
				Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	\$181.25		
Account 53510 - Electrical Services								
223 - Duke Energy	830037 3001	18- August Electrical Charges	Paid by Check # 72594	09/07/2020	09/07/2020	09/07/2020	09/10/2020	355.84
				Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$355.84		
Account 53630 - Machinery and Equipment Repairs								
6262 - Koenig Equipment, INC	P18017	18 - Winslow Mix for weedeate	Paid by EFT # 37254	09/08/2020	09/08/2020	09/18/2020	09/18/2020	16.50
				Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 1	\$16.50		
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002593	18-Landfill Winslow September Charges	Paid by EFT # 37143	09/07/2020	09/07/2020	09/07/2020	09/10/2020	182.42
				Account 53950 - Landfill Totals	Invoice Transactions 1	\$182.42		
				Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 6	\$3,213.45		
Program 187208 - Youth Sports-Olcott								
Account 53510 - Electrical Services								
223 - Duke Energy	830037 3001	18- August Electrical Charges	Paid by Check # 72594	09/07/2020	09/07/2020	09/07/2020	09/10/2020	34.54
				Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$34.54		
				Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 1	\$34.54		
Program 187500 - Banneker								



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Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards	665432	18-Monthly Walmart Supply Shopping	Paid by Check # 72605	09/08/2020	09/08/2020	09/18/2020	09/18/2020	371.97
4647 - S&S Worldwide, INC	IN10056	18-BBCC-CARES Backorder Markers	Paid by EFT # 37305	09/08/2020	09/08/2020	09/18/2020	09/18/2020	152.16
4647 - S&S Worldwide, INC	IN10057	18-BBCC-Backordered Crayons	Paid by EFT # 37305	09/08/2020	09/08/2020	09/18/2020	09/18/2020	55.92

Account **52420 - Other Supplies** Totals Invoice Transactions 3 \$580.05

Account 53510 - Electrical Services

223 - Duke Energy	830037	18- August Electrical Charges	Paid by Check # 72594	09/07/2020	09/07/2020	09/07/2020	09/10/2020	425.02
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Account **53510 - Electrical Services** Totals Invoice Transactions 1 \$425.02

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	107777	06-City Fac.-Natural Gas ES	Paid by EFT # 37136	09/02/2020	09/02/2020	09/02/2020	09/02/2020	2.09
222 - Vectren	03-	18-Natural Gas Banneker August Charges	Paid by Check # 72597	09/07/2020	09/07/2020	09/07/2020	09/10/2020	46.18

Account **53540 - Natural Gas** Totals Invoice Transactions 2 \$48.27

Account 53610 - Building Repairs

4448 - Varsity Brands Holding Co., INC (BSN Sports)	909810	18-BBCC-Bleacher End Caps	Paid by EFT # 37346	09/08/2020	09/08/2020	09/18/2020	09/18/2020	109.22
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Account **53610 - Building Repairs** Totals Invoice Transactions 1 \$109.22

Account 53990 - Other Services and Charges

7242 - Hi-Rise Sign & Lighting LLC	SS-3866	18-BBCC-Gym Window Sign Replacements	Paid by EFT # 37225	09/08/2020	09/08/2020	09/18/2020	09/18/2020	691.84
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Account **53990 - Other Services and Charges** Totals Invoice Transactions 1 \$691.84

Program **187500 - Banneker** Totals Invoice Transactions 8 \$1,854.40

Program 189000 - Operations

Account 52210 - Institutional Supplies

313 - Fastenal Company	INBLM2	18-Custodial supplies for restrooms & shelters	Paid by EFT # 37211	09/08/2020	09/08/2020	09/18/2020	09/18/2020	407.11
9269 - Ferguson Facilities Supply, HP Products #3400	017655	18-trash bags	Paid by EFT # 37212	09/08/2020	09/08/2020	09/18/2020	09/18/2020	653.44
9269 - Ferguson Facilities Supply, HP Products #3400	017655	18-trash bags	Paid by EFT # 37212	09/08/2020	09/08/2020	09/18/2020	09/18/2020	408.40
394 - Kleindorfer Hardware & Variety	671498	18-mop and mop refill	Paid by EFT # 37253	09/08/2020	09/08/2020	09/18/2020	09/18/2020	97.41

Account **52210 - Institutional Supplies** Totals Invoice Transactions 4 \$1,566.36

Account 52310 - Building Materials and Supplies

409 - Black Lumber Co. INC	448976	18-lumber for Jackson Creek job	Paid by EFT # 37176	09/08/2020	09/08/2020	09/18/2020	09/18/2020	10.49
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334 - Irving Materials, INC	109069	18-concrete on Sare	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	1,065.00
	51	Road	37244					
334 - Irving Materials, INC	109092	18-Bryan Park Memorial	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	187.50
	56	Bench Pad	37244					
394 - Kleindorfer Hardware & Variety	671860	18-concrete to set BBQ	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	21.00
		post at SYP	37253					
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 4	\$1,283.99
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	662458	18-6 pk LED bulbs	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	24.49
			37253					
6262 - Koenig Equipment, INC	P18653	18-filters for John Deere	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	37.19
		Gator	37254					
53005 - Menards, INC	55265	18-LED flood bulbs,	Paid by Check #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	51.82
		batteries	72610					
786 - Richard's Small Engine, INC	401664	18-handle for mowing	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	7.91
		crew hedge trimmers	37300					
4443 - The Sherwin Williams	1164-5	18-paint and supplies	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	198.25
Company			37334					
4443 - The Sherwin Williams	0414-5	18-paint and supplies	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	218.68
Company			37334					
11611 - Woods Electrical Contractors,	2005CO	18-Replacement of	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	393.78
INC	BCASC	meterbase @ Lower CC's	37352					
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 7	\$932.12
Account 52420 - Other Supplies								
818 - Everywhere Signs, LLC	56902	18-(2) decals for B-Line	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	25.00
		light poles (#32)	37209					
394 - Kleindorfer Hardware & Variety	674206	18-cable for Griffy Dam	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	10.38
			37253					
394 - Kleindorfer Hardware & Variety	971845	18-cable, cable clamp,	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	23.54
		eye screw	37253					
5534 - Presidio Holdings, INC	300183	18-Change Fund Glow	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	604.07
	190114	Scavenger Hunt	37288					
7433 - Jane Trunsky (Crown Products,	97323	18-(2) cs dog waste bags	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	144.90
LLC)		(SYP) (4,800 bags)	37339					
Account 52420 - Other Supplies Totals							Invoice Transactions 5	\$807.89
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted	T93496	18-(5) shirts & (3)	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	75.00
Sportswear)		hooded sweatshirts for	37327					
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1	\$75.00
Account 53510 - Electrical Services								
223 - Duke Energy	830037	18- August Electrical	Paid by Check #	09/07/2020	09/07/2020	09/07/2020	09/10/2020	2,587.00
	3001	Charges	72594					
Account 53510 - Electrical Services Totals							Invoice Transactions 1	\$2,587.00
Account 53540 - Natural Gas								



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6769 - EDF, INC (EDF Energy Services)	107777	06-City Fac.-Natural Gas Commodity-July 2020	Paid by EFT # 37136	09/02/2020	09/02/2020	09/02/2020	09/02/2020	6.88
222 - Vectren	025240	18-Natural Gas Adams St Ops August Charges	Paid by Check # 72597	09/07/2020	09/07/2020	09/07/2020	09/10/2020	18.98
Account 53540 - Natural Gas Totals							Invoice Transactions 2	<u>\$25.86</u>
Account 53650 - Other Repairs								
11611 - Woods Electrical Contractors, INC	2005CO	18-Replacement of meterbase @ Lower CC's	Paid by EFT # 37352	09/08/2020	09/08/2020	09/18/2020	09/18/2020	617.50
Account 53650 - Other Repairs Totals							Invoice Transactions 1	<u>\$617.50</u>
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	182405	18-Uniform & mat cleaning services for the	Paid by EFT # 37166	09/08/2020	09/08/2020	09/18/2020	09/18/2020	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	182449	18-Uniform & mat cleaning services for the	Paid by EFT # 37166	09/08/2020	09/08/2020	09/18/2020	09/18/2020	21.31
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 2	<u>\$42.62</u>
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002593	18-Landfill Ops August Charges	Paid by EFT # 37143	09/07/2020	09/07/2020	09/07/2020	09/10/2020	941.61
Account 53950 - Landfill Totals							Invoice Transactions 1	<u>\$941.61</u>
Account 53990 - Other Services and Charges								
5187 - Green Dragon Lawn Care, INC	3571	18-Mowing & Trimming of 30 parks/18 PW's p	Paid by EFT # 37220	09/08/2020	09/08/2020	09/18/2020	09/18/2020	10,645.00
5187 - Green Dragon Lawn Care, INC	3570	18-Mowing & Trimming of 30 parks/18 PW's p	Paid by EFT # 37220	09/08/2020	09/08/2020	09/18/2020	09/18/2020	7,915.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2	<u>\$18,560.00</u>
Program 189000 - Operations Totals							Invoice Transactions 30	<u>\$27,439.95</u>
Program 189006 - Switchyard Property								
Account 52210 - Institutional Supplies								
51857 - Flex-Pac, INC	I284246	18 SYP Industrial Supplies	Paid by Check # 72608	09/08/2020	09/08/2020	09/18/2020	09/18/2020	180.25
7433 - Jane Trunsky (Crown Products, LLC)	97461	18 SYP Dog Park Poop Bags	Paid by EFT # 37339	09/08/2020	09/08/2020	09/18/2020	09/18/2020	223.39
Account 52210 - Institutional Supplies Totals							Invoice Transactions 2	<u>\$403.64</u>
Account 53510 - Electrical Services								
223 - Duke Energy	830037	18- August Electrical Charges	Paid by Check # 72594	09/07/2020	09/07/2020	09/07/2020	09/10/2020	1,468.43
Account 53510 - Electrical Services Totals							Invoice Transactions 1	<u>\$1,468.43</u>
Account 53610 - Building Repairs								
321 - Harrell Fish, INC (HFI)	W59046	18 SYP snaked and removed debris from	Paid by EFT # 37223	09/08/2020	09/08/2020	09/18/2020	09/18/2020	425.00
53005 - Menards, INC	54848	18 SYP chlorine strips and dog park items	Paid by Check # 72610	09/08/2020	09/08/2020	09/18/2020	09/18/2020	30.94



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				Account 53610 - Building Repairs Totals			Invoice Transactions 2	\$455.94
Account 53920 - Laundry and Other Sanitation Services								
394 - Kleindorfer Hardware & Variety	671500	18 SYP Dog Park and misc Items	Paid by EFT # 37253	09/08/2020	09/08/2020	09/18/2020	09/18/2020	123.66
				Account 53920 - Laundry and Other Sanitation Services Totals			Invoice Transactions 1	\$123.66
				Program 189006 - Switchyard Property Totals			Invoice Transactions 6	\$2,451.67
Program 189500 - Landscaping								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM2 20111	18-gloves	Paid by EFT # 37211	09/08/2020	09/08/2020	09/18/2020	09/18/2020	91.32
				Account 52210 - Institutional Supplies Totals			Invoice Transactions 1	\$91.32
Account 52220 - Agricultural Supplies								
6692 - Alligare, LLC	79007	18- LAND (20) gallons aquatic safe herbicide	Paid by EFT # 37161	09/08/2020	09/08/2020	09/18/2020	09/18/2020	500.80
394 - Kleindorfer Hardware & Variety	671100	18-bee spray	Paid by EFT # 37253	09/08/2020	09/08/2020	09/18/2020	09/18/2020	24.95
				Account 52220 - Agricultural Supplies Totals			Invoice Transactions 2	\$525.75
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	671875	18-key clips, spring	Paid by EFT # 37253	09/08/2020	09/08/2020	09/18/2020	09/18/2020	14.95
53005 - Menards, INC	54888	18-sandpaper, foam brush sets, ratchet	Paid by Check # 72610	09/08/2020	09/08/2020	09/18/2020	09/18/2020	49.28
53005 - Menards, INC	55655	18-5 44 gallon Brute trash cans	Paid by Check # 72610	09/08/2020	09/08/2020	09/18/2020	09/18/2020	224.85
7407 - S S Carnell INC (Ben Franklin/Ace Hardware	135793	18-LAND EGO battery-powered landscaping	Paid by EFT # 37304	09/08/2020	09/08/2020	09/18/2020	09/18/2020	2,299.96
				Account 52420 - Other Supplies Totals			Invoice Transactions 4	\$2,589.04
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93754	18-Logo'd workwear for seasonal Indspg. &	Paid by EFT # 37327	09/08/2020	09/08/2020	09/18/2020	09/18/2020	200.00
				Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1	\$200.00
Account 53130 - Medical								
231 - Indiana University Health Bloomington, INC	001088 83-00	18-Hep B Shots	Paid by EFT # 37238	09/08/2020	09/08/2020	09/18/2020	09/18/2020	121.00
				Account 53130 - Medical Totals			Invoice Transactions 1	\$121.00
Account 53160 - Instruction								
3560 - First Financial Bank / Credit Cards	201960	18-pesticide testing for Allen Edwards	Paid by Check # 72605	09/08/2020	09/08/2020	09/18/2020	09/18/2020	55.00
3560 - First Financial Bank / Credit Cards	142735 7703	18-Plan It Native Registration - Marie	Paid by Check # 72605	09/08/2020	09/08/2020	09/18/2020	09/18/2020	95.00
3560 - First Financial Bank / Credit Cards	142735 0801	18-Plan It Native Registration - Joanna	Paid by Check # 72605	09/08/2020	09/08/2020	09/18/2020	09/18/2020	95.00



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				Account 53160 - Instruction Totals		Invoice Transactions 3		\$245.00
Account 53950 - Landfill								
908 - JB Salvage (Westside Auto Parts)	8179	18- yard waste dumpster at 545 South Adams	Paid by EFT # 37246	09/08/2020	09/08/2020	09/18/2020	09/18/2020	560.00
				Account 53950 - Landfill Totals		Invoice Transactions 1		\$560.00
Account 53990 - Other Services and Charges								
121 - Eco Logic, LLC	4569	18- LAND Invasive Species Mgmt at PRE	Paid by EFT # 37202	09/08/2020	09/08/2020	09/18/2020	09/18/2020	5,068.70
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$5,068.70
				Program 189500 - Landscaping Totals		Invoice Transactions 14		\$9,400.81
Program 189501 - Cemeteries								
Account 52340 - Other Repairs and Maintenance								
786 - Richard's Small Engine, INC	400255	18-carburetor for weed eater	Paid by EFT # 37300	09/08/2020	09/08/2020	09/18/2020	09/18/2020	51.61
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1		\$51.61
Account 53510 - Electrical Services								
223 - Duke Energy	830037	18- August Electrical Charges	Paid by Check # 72594	09/07/2020	09/07/2020	09/07/2020	09/10/2020	110.96
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$110.96
Account 53540 - Natural Gas								
222 - Vectren	215019	18-Natural Gas Rosehill August Charges	Paid by Check # 72597	09/07/2020	09/07/2020	09/07/2020	09/10/2020	18.08
				Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$18.08
Account 53610 - Building Repairs								
298 - Commercial Service Of Bloomington, INC	S19985	18-Sevice to AC unit @ Cemetery Office	Paid by EFT # 37195	09/08/2020	09/08/2020	09/18/2020	09/18/2020	156.00
				Account 53610 - Building Repairs Totals		Invoice Transactions 1		\$156.00
				Program 189501 - Cemeteries Totals		Invoice Transactions 4		\$336.65
Program 189503 - Urban Forestry								
Account 52220 - Agricultural Supplies								
4713 - Canopy Gardens, INC (Bloomington Valley Nursery)	15648	18-replacement memorial trees	Paid by Check # 72600	09/08/2020	09/08/2020	09/18/2020	09/18/2020	431.92
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		\$431.92
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	664171	18-bolt cutters, staples and staples	Paid by EFT # 37253	09/08/2020	09/08/2020	09/18/2020	09/18/2020	69.74
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$69.74
Account 53990 - Other Services and Charges								
29 - The F.A. Bartlett Tree Expert Company	390070	18 - Urban Forestry - EAB Treatment 2020	Paid by EFT # 37333	09/08/2020	09/08/2020	09/18/2020	09/18/2020	12,398.75
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$12,398.75



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Program 189503 - Urban Forestry Totals	Invoice Transactions 3	<u>\$12,900.41</u>
Department 18 - Parks & Recreation Totals	Invoice Transactions 121	<u>\$70,691.71</u>
Fund 200 - Parks and Recreation Gen (S1301) Totals	Invoice Transactions 121	<u>\$70,691.71</u>

Fund 201 - Parks and Rec Non Reverting
Department 18 - Parks & Recreation
Program 181000 - Administration
Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	18- ParksBk	18-Parks July Bank Fees 2020	Paid by EFT # 37141	08/31/2020	08/31/2020	08/31/2020	08/31/2020	187.13
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		<u>\$187.13</u>
				Program 181000 - Administration Totals		Invoice Transactions 1		<u>\$187.13</u>

Program 181001 - Health & Wellness
Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	18- ParksBk	18-Parks July Bank Fees 2020	Paid by EFT # 37141	08/31/2020	08/31/2020	08/31/2020	08/31/2020	4.91
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		<u>\$4.91</u>
				Program 181001 - Health & Wellness Totals		Invoice Transactions 1		<u>\$4.91</u>

Program 183500 - Golf Services
Account 52220 - Agricultural Supplies

4383 - Advanced Turf Solutions, INC	SO8599 09	18 - Chemicals	Paid by EFT # 37158	09/08/2020	09/08/2020	09/18/2020	09/18/2020	5,082.52
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		<u>\$5,082.52</u>

Account 52330 - Street, Alley, and Sewer Material

205 - City Of Bloomington	308875	18-Best Beers	Paid by Check # 72602	09/08/2020	09/08/2020	09/18/2020	09/18/2020	380.60
205 - City Of Bloomington	596916 1	18-Monarch	Paid by Check # 72602	09/08/2020	09/08/2020	09/18/2020	09/18/2020	221.90
5969 - Coca Cola Bottling CO. Consolidated	601006 039	18 - Cascades - Bottled Drinks and BIBs	Paid by EFT # 37194	09/08/2020	09/08/2020	09/18/2020	09/18/2020	265.50
5969 - Coca Cola Bottling CO. Consolidated	205620 4975	18 - Cascades - Bottled Drinks and BIBs	Paid by EFT # 37194	09/08/2020	09/08/2020	09/18/2020	09/18/2020	408.00
5969 - Coca Cola Bottling CO. Consolidated	205620 5137	18 - Cascades - Bottled Drinks and BIBs	Paid by EFT # 37194	09/08/2020	09/08/2020	09/18/2020	09/18/2020	272.25
5819 - Synchrony Bank	8407	18 - Cascades - Snack Bar Items	Paid by Check # 72619	09/08/2020	09/08/2020	09/18/2020	09/18/2020	91.30
5819 - Synchrony Bank	6540	18 - Cascades - Snack Bar Items	Paid by Check # 72619	09/08/2020	09/08/2020	09/18/2020	09/18/2020	68.60
5819 - Synchrony Bank	7903 090720	18 - Cascades - Snack Bar Items	Paid by Check # 72619	09/08/2020	09/08/2020	09/18/2020	09/18/2020	26.76
				Account 52330 - Street, Alley, and Sewer Material Totals		Invoice Transactions 8		<u>\$1,734.91</u>
				Program 183500 - Golf Services Totals		Invoice Transactions 9		<u>\$6,817.43</u>

Program 183501 - Golf Course - Pro Shop



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Account 52330 - Street, Alley, and Sewer Material

4072 - Acushnet Company	909490	18-pro shop items	Paid by Check #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	462.49
	480		72599					
4072 - Acushnet Company	909490	18-pro shop items	Paid by Check #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	296.98
	482		72599					
4072 - Acushnet Company	909490	18-pro shop items	Paid by Check #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	84.56
	749		72599					
4072 - Acushnet Company	909468	18-pro shop items	Paid by Check #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	571.62
	697		72599					
4072 - Acushnet Company	909459	18-pro shop items	Paid by Check #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	87.56
	708		72599					
4072 - Acushnet Company	909505	18-pro shop items	Paid by Check #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	266.56
	524		72599					
53619 - Ping, INC	153019	18-golf clubs	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	147.95
	78		37286					

Account **52330 - Street, Alley, and Sewer Material** Totals Invoice Transactions 7 \$1,917.72

Program **183501 - Golf Course - Pro Shop** Totals Invoice Transactions 7 \$1,917.72

Program 184500 - Youth Services -Juke Box

Account 53510 - Electrical Services

223 - Duke Energy	830037	18- August Electrical	Paid by Check #	09/07/2020	09/07/2020	09/07/2020	09/10/2020	350.96
	3001	Charges	72594					

Account **53510 - Electrical Services** Totals Invoice Transactions 1 \$350.96

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	18-	18-Parks July Bank Fees	Paid by EFT #	08/31/2020	08/31/2020	08/31/2020	08/31/2020	300.57
	ParksBk	2020	37141					

Account **53830 - Bank Charges** Totals Invoice Transactions 1 \$300.57

Account 53990 - Other Services and Charges

1032 - Lake Monroe Sailing Association, INC	5317	18-Youth Sailing Camp Registrations	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	43,281.00
			37257					

Account **53990 - Other Services and Charges** Totals Invoice Transactions 1 \$43,281.00

Program **184500 - Youth Services -Juke Box** Totals Invoice Transactions 3 \$43,932.53

Program 184501 - Youth Services-Kid City Camps

Account 52420 - Other Supplies

5819 - Synchrony Bank	8148	18-Kid City Summer Camp Supplies	Paid by Check #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	19.98
			72619					

Account **52420 - Other Supplies** Totals Invoice Transactions 1 \$19.98

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	18-	18-Parks July Bank Fees	Paid by EFT #	08/31/2020	08/31/2020	08/31/2020	08/31/2020	119.79
	ParksBk	2020	37141					

Account **53830 - Bank Charges** Totals Invoice Transactions 1 \$119.79

Program **184501 - Youth Services-Kid City Camps** Totals Invoice Transactions 2 \$139.77

Program 185000 - Twin Lakes Recreation Center



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Account 43270 - Registration Fees

Brent Iberg	2020-000015	18-Refunds	Paid by Check # 72638	09/08/2020	09/08/2020	09/18/2020	09/18/2020	93.75	
							Account 43270 - Registration Fees Totals	Invoice Transactions 1	<u>93.75</u>

Account 52210 - Institutional Supplies

5819 - Synchrony Bank	0730	18-trash bags	Paid by Check # 72619	09/08/2020	09/08/2020	09/18/2020	09/18/2020	79.92	
							Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>79.92</u>

Account 52310 - Building Materials and Supplies

294 - All-Phase Electric Supply, INC	0740-591247	18 - TLRC Electrical Supplies	Paid by EFT # 37160	09/08/2020	09/08/2020	09/18/2020	09/18/2020	57.28	
294 - All-Phase Electric Supply, INC	0740-591312	18-TLRC Electrical Supplies	Paid by EFT # 37160	09/08/2020	09/08/2020	09/18/2020	09/18/2020	57.28	
294 - All-Phase Electric Supply, INC	0740-591317	18-flouescent lamps	Paid by EFT # 37160	09/08/2020	09/08/2020	09/18/2020	09/18/2020	185.00	
394 - Kleindorfer Hardware & Variety	671227	18-caution/danger tape	Paid by EFT # 37253	09/08/2020	09/08/2020	09/18/2020	09/18/2020	22.48	
53005 - Menards, INC	55637	18-plastic mud pan	Paid by Check # 72610	09/08/2020	09/08/2020	09/18/2020	09/18/2020	3.98	
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-50566	18- TLRC Facility Logo Signs	Paid by EFT # 37301	09/08/2020	09/08/2020	09/18/2020	09/18/2020	3,597.75	
							Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 6	<u>\$3,923.77</u>

Account 53140 - Exterminator Services

4073 - Terminix International	397932 558-	18 - TLRC Annual Pest Control	Paid by Check # 72621	09/08/2020	09/08/2020	09/18/2020	09/18/2020	487.76	
							Account 53140 - Exterminator Services Totals	Invoice Transactions 1	<u>\$487.76</u>

Account 53150 - Communications Contract

392 - Koorsen Fire & Security, INC	520551 8	18 - TLRC Alarm Monitoring	Paid by EFT # 37256	09/08/2020	09/08/2020	09/18/2020	09/18/2020	102.82	
							Account 53150 - Communications Contract Totals	Invoice Transactions 1	<u>\$102.82</u>

Account 53510 - Electrical Services

223 - Duke Energy	830037 3001	18- August Electrical Charges	Paid by Check # 72594	09/07/2020	09/07/2020	09/07/2020	09/10/2020	(482.02)	
							Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>(\$482.02)</u>

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	107777 ES	06-City Fac.-Natural Gas Commodity-July 2020	Paid by EFT # 37136	09/02/2020	09/02/2020	09/02/2020	09/02/2020	43.43	
222 - Vectren	025276 562309	18-Natural Gas TLRC August Charges	Paid by Check # 72597	09/07/2020	09/07/2020	09/07/2020	09/10/2020	98.26	
							Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$141.69</u>

Account 53610 - Building Repairs

53657 - Plymate, INC	295179 2	18 - TLRC Entry Mat Service	Paid by EFT # 37287	09/08/2020	09/08/2020	09/18/2020	09/18/2020	78.62
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				Account 53610 - Building Repairs Totals			Invoice Transactions 1	\$78.62
Account 53830 - Bank Charges	18-	18-Parks July Bank Fees	Paid by EFT #	08/31/2020	08/31/2020	08/31/2020	08/31/2020	662.66
18844 - First Financial Bank, N.A.	ParksBk	2020	37141					
				Account 53830 - Bank Charges Totals			Invoice Transactions 1	\$662.66
Account 53910 - Dues and Subscriptions	377068	18-Satellite Service	Paid by Check #	09/02/2020	09/02/2020	09/02/2020	09/02/2020	218.98
454 - DirecTV, LLC	07709		72567					
				Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1	\$218.98
Account 53950 - Landfill	2020-39	18 - TLRC Fluorescent Tube Disposal	Paid by Check #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	87.35
60 - Monroe County Solid Waste Management District			72612					
				Account 53950 - Landfill Totals			Invoice Transactions 1	\$87.35
				Program 185000 - Twin Lakes Recreation Center Totals			Invoice Transactions 17	\$5,395.30
Program 185002 - TLRC-Health & Wellness								
Account 43380 - Other Services								
Linda Dayhuff	2020-000015	18-REFUNDS	Paid by Check #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	380.00
			72630					
				Account 43380 - Other Services Totals			Invoice Transactions 1	\$380.00
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	090520	18-TLRC Fitness Specialist	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	200.00
			37170					
7207 - Ayaa Elgoharry	090320	18-TLRC Fitness Specialist	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	406.25
			37204					
7086 - Rivkah L Moore	090120	18-TLRC Fitness Specialist	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	206.25
			37272					
1973 - Megan M Stark	090420	18-TLRC Fitness Specialist	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	90.00
			37319					
7440 - William Tuttle	090320	18-TLRC Fitness Specialist	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	150.00
			37341					
				Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 5	\$1,052.50
				Program 185002 - TLRC-Health & Wellness Totals			Invoice Transactions 6	\$1,432.50
Program 185003 - TLRC-Basketball								
Account 43270 - Registration Fees								
Chau Christie	2020-000015	18-REFUNDS	Paid by Check #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	75.00
			72629					
				Account 43270 - Registration Fees Totals			Invoice Transactions 1	\$75.00
Account 53940 - Temporary Contractual Employee								
7276 - Kaitlyn Clementi	090220	18-TLRC Fitness Specialist	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	112.50
			37193					
7276 - Kaitlyn Clementi	090520	18-TLRC Fitness Specialist	Paid by EFT #	09/08/2020	09/08/2020	09/18/2020	09/18/2020	210.00
			37193					



Park & Rec Board Register

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			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 2	<u>\$322.50</u>
			Program 185003 - TLRC-Basketball Totals			Invoice Transactions 3	<u>\$397.50</u>
Program 185006 - TLRC-Concessions							
Account 52330 - Street , Alley, and Sewer Material							
5819 - Synchrony Bank	0729	18 - TLRC Concession Item Purchase	Paid by Check # 72619	09/08/2020	09/08/2020	09/18/2020	09/18/2020 44.94
			Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 1	<u>\$44.94</u>
			Program 185006 - TLRC-Concessions Totals			Invoice Transactions 1	<u>\$44.94</u>
Program 186500 - Community Events							
Account 53830 - Bank Charges							
18844 - First Financial Bank, N.A.	18-ParksBk	18-Parks July Bank Fees 2020	Paid by EFT # 37141	08/31/2020	08/31/2020	08/31/2020	08/31/2020 108.16
			Account 53830 - Bank Charges Totals			Invoice Transactions 1	<u>\$108.16</u>
			Program 186500 - Community Events Totals			Invoice Transactions 1	<u>\$108.16</u>
Program 186502 - Community Events-Gardens							
Account 53830 - Bank Charges							
18844 - First Financial Bank, N.A.	18-ParksBk	18-Parks July Bank Fees 2020	Paid by EFT # 37141	08/31/2020	08/31/2020	08/31/2020	08/31/2020 8.07
			Account 53830 - Bank Charges Totals			Invoice Transactions 1	<u>\$8.07</u>
			Program 186502 - Community Events-Gardens Totals			Invoice Transactions 1	<u>\$8.07</u>
Program 186503 - Community Events-Farmers' Market							
Account 47240 - EBT Market Bucks							
4417 - Maria Carlassare (Piccoli Dolci, INC)	2222	Market Bucks	Paid by EFT # 37184	09/08/2020	09/08/2020	09/18/2020	09/18/2020 66.00
3960 - Cortland V Carrington (Farmers Market Only)	2228	Market Bucks	Paid by EFT # 37185	09/08/2020	09/08/2020	09/18/2020	09/18/2020 63.00
6431 - Alvin M Fisher	2211	Market Bucks	Paid by EFT # 37215	09/08/2020	09/08/2020	09/18/2020	09/18/2020 87.00
6431 - Alvin M Fisher	2227	Market Bucks	Paid by EFT # 37215	09/08/2020	09/08/2020	09/18/2020	09/18/2020 57.00
18520 - Kevin L Graber	2224	Market Bucks	Paid by EFT # 37219	09/08/2020	09/08/2020	09/18/2020	09/18/2020 513.00
52276 - Hunter's Honey Farm	2217	Market Bucks	Paid by EFT # 37232	09/08/2020	09/08/2020	09/18/2020	09/18/2020 195.00
5200 - Chester L Lehman (Olde Lane Orchard)	2215	Market Bucks	Paid by EFT # 37259	09/08/2020	09/08/2020	09/18/2020	09/18/2020 189.00
5200 - Chester L Lehman (Olde Lane Orchard)	2229	Market Bucks	Paid by EFT # 37259	09/08/2020	09/08/2020	09/18/2020	09/18/2020 150.00
7337 - David Ray (Stonewall Maple Syrup)	2219	Market Bucks	Paid by EFT # 37293	09/08/2020	09/08/2020	09/18/2020	09/18/2020 30.00
14571 - Melvin E Reeves	2212	Market Bucks	Paid by EFT # 37296	09/08/2020	09/08/2020	09/18/2020	09/18/2020 36.00



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12430 - Luke Rhodes	2214	Market Bucks	Paid by EFT # 37299	09/08/2020	09/08/2020	09/18/2020	09/18/2020	66.00
12430 - Luke Rhodes	2225	Market Bucks	Paid by EFT # 37299	09/08/2020	09/08/2020	09/18/2020	09/18/2020	36.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2218	Market Bucks	Paid by EFT # 37312	09/08/2020	09/08/2020	09/18/2020	09/18/2020	75.00
6618 - James Sigman	2210	Market Bucks	Paid by EFT # 37313	09/08/2020	09/08/2020	09/18/2020	09/18/2020	138.00
2496 - Galen Jay Stoll	2220	Market Bucks	Paid by Check # 72618	09/08/2020	09/08/2020	09/18/2020	09/18/2020	57.00
2496 - Galen Jay Stoll	2209	Market Bucks	Paid by Check # 72618	09/08/2020	09/08/2020	09/18/2020	09/18/2020	21.00
2496 - Galen Jay Stoll	2226	Market Bucks	Paid by Check # 72618	09/08/2020	09/08/2020	09/18/2020	09/18/2020	15.00
5673 - Stephen Stoll	2221	Market Bucks	Paid by EFT # 37320	09/08/2020	09/08/2020	09/18/2020	09/18/2020	162.00
5673 - Stephen Stoll	2230	Market Bucks	Paid by EFT # 37320	09/08/2020	09/08/2020	09/18/2020	09/18/2020	210.00
7364 - Richard Warren (Metro Market Garden, LLC)	2216	Market Bucks	Paid by EFT # 37347	09/08/2020	09/08/2020	09/18/2020	09/18/2020	3.00
12425 - David W Widner	2213	Market Bucks	Paid by Check # 72622	09/08/2020	09/08/2020	09/18/2020	09/18/2020	12.00
12425 - David W Widner	2223	Market Bucks	Paid by Check # 72622	09/08/2020	09/08/2020	09/18/2020	09/18/2020	6.00

Account **47240 - EBT Market Bucks** Totals

Invoice Transactions 22

\$2,187.00

Program **186503 - Community Events-Farmers' Market** Totals

Invoice Transactions 22

\$2,187.00

Program **186506 - Performing Art Series**

Account **53990 - Other Services and Charges**

7160 - Samuel Ryan Keithley Finley	8-25-20	18-40 minute opening performance at	Paid by EFT # 37213	09/08/2020	09/08/2020	09/18/2020	09/18/2020	250.00
976 - Kevin MacDowell	1020	18- 75 Minute Performance at	Paid by EFT # 37261	09/08/2020	09/08/2020	09/18/2020	09/18/2020	500.00
536 - Chris Ramsey (KingSnake Sound Company)	140562	18- sound engineering services and equipment	Paid by EFT # 37291	09/08/2020	09/08/2020	09/18/2020	09/18/2020	325.00

Account **53990 - Other Services and Charges** Totals

Invoice Transactions 3

\$1,075.00

Program **186506 - Performing Art Series** Totals

Invoice Transactions 3

\$1,075.00

Program **187001 - Adult Sports-Softball**

Account **53940 - Temporary Contractual Employee**

7461 - Alexander George Barnes	082620	18-TLSP Adult Softball Umpire	Paid by EFT # 37171	09/08/2020	09/08/2020	09/18/2020	09/18/2020	340.00
20105 - Brandon B Chambers	082720	18-TLSP Adult Softball Umpire	Paid by EFT # 37189	09/08/2020	09/08/2020	09/18/2020	09/18/2020	440.00
7147 - Keith E Crittenden	082020	18-TLSP Adult Softball Umpire	Paid by EFT # 37199	09/08/2020	09/08/2020	09/18/2020	09/18/2020	320.00



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17565 - Michael B Hicks (Contractual)	082720	18-TLSP Adult Softball Umpire	Paid by EFT # 37226	09/08/2020	09/08/2020	09/18/2020	09/18/2020	405.00
557 - Vicki Lynn Minder	083020	18-TLSP Adult Softball Umpire	Paid by EFT # 37270	09/08/2020	09/08/2020	09/18/2020	09/18/2020	80.00
4939 - Charles W Stone	082720	18-TLSP Adult Softball Umpire	Paid by EFT # 37321	09/08/2020	09/08/2020	09/18/2020	09/18/2020	300.00
3715 - Alihandro B Teran	083020	18-TLSP Adult Softball Umpire	Paid by EFT # 37330	09/08/2020	09/08/2020	09/18/2020	09/18/2020	400.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 7	<u>2,285.00</u>
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 7	<u>2,285.00</u>
Program 187006 - Adult Sports-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5819 - Synchrony Bank	000000	18- TLSP Concession GQORQ Nacho Chips	Paid by Check # 72619	09/08/2020	09/08/2020	09/18/2020	09/18/2020	7.98
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 1	<u>7.98</u>
Program 187006 - Adult Sports-Concessions Totals							Invoice Transactions 1	<u>7.98</u>
Program 187503 - Banneker-Classes								
Account 52420 - Other Supplies								
50796 - Margaret A Taylor (Book Corner)	82420	18-BBCC-Donation Books	Paid by EFT # 37329	09/08/2020	09/08/2020	09/18/2020	09/18/2020	1,068.47
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>1,068.47</u>
Program 187503 - Banneker-Classes Totals							Invoice Transactions 1	<u>1,068.47</u>
Program 189000 - Operations								
Account 52420 - Other Supplies								
90 - Service Supply Ltd., INC	22324	18-Memorial Bench (Bryan Park)	Paid by EFT # 37308	09/08/2020	09/08/2020	09/18/2020	09/18/2020	1,842.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>1,842.00</u>
Program 189000 - Operations Totals							Invoice Transactions 1	<u>1,842.00</u>
Program 189003 - Operations-Open Shelters								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	18- ParksBk	18-Parks July Bank Fees 2020	Paid by EFT # 37141	08/31/2020	08/31/2020	08/31/2020	08/31/2020	104.70
Account 53830 - Bank Charges Totals							Invoice Transactions 1	<u>104.70</u>
Program 189003 - Operations-Open Shelters Totals							Invoice Transactions 1	<u>104.70</u>
Department 18 - Parks & Recreation Totals							Invoice Transactions 88	<u>68,956.11</u>
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions 88	<u>68,956.11</u>
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016D - 2016 D Lower Cascades								
Account 54510 - Other Capital Outlays								



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19741 - Mader Design, LLC	1195	18- Cascades Green Yard Waste Design	Paid by EFT # 37262	09/08/2020	09/08/2020	09/18/2020	09/18/2020	250.00
						Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	<u>\$250.00</u>
						Program 18016D - 2016 D Lower Cascades Totals	Invoice Transactions 1	<u>\$250.00</u>
						Department 18 - Parks & Recreation Totals	Invoice Transactions 1	<u>\$250.00</u>
						Fund 977 - Parks 2016 GO Bond Proceeds Totals	Invoice Transactions 1	<u>\$250.00</u>
Fund 980 - 2018 BicentennialBnd Prcd900030								
Department 18 - Parks & Recreation								
Program 18018B - Griffy Loop Trail Lower Cascades								
Account 54510 - Other Capital Outlays								
19741 - Mader Design, LLC	1193	18- Griffy Lake Loop Trail Design	Paid by EFT # 37262	09/08/2020	09/08/2020	09/18/2020	09/18/2020	12,620.75
						Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	<u>\$12,620.75</u>
						Program 18018B - Griffy Loop Trail Lower Cascades Totals	Invoice Transactions 1	<u>\$12,620.75</u>
Program 18018C - Enrty Ways St Trees Alley Enhanc								
Account 54510 - Other Capital Outlays								
3444 - Rundell Ernstberger Associates, INC	201598-1	18- Miller Showers Park Sidewalk Design For	Paid by EFT # 37303	09/08/2020	09/08/2020	09/18/2020	09/18/2020	2,000.00
						Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	<u>\$2,000.00</u>
						Program 18018C - Enrty Ways St Trees Alley Enhanc Totals	Invoice Transactions 1	<u>\$2,000.00</u>
						Department 18 - Parks & Recreation Totals	Invoice Transactions 2	<u>\$14,620.75</u>
						Fund 980 - 2018 BicentennialBnd Prcd900030 Totals	Invoice Transactions 2	<u>\$14,620.75</u>
						Grand Totals	Invoice Transactions 212	<u><u>\$154,518.57</u></u>

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/18/2020	Claims				154,518.57
					<u>154,518.57</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 154,518.57

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/28/2020	Payroll				180,664.52
					180,664.52

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 \$ 180,664.52

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
9/11/2020	Payroll				172,265.66
					172,265.66

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 \$ 172,265.66

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 _____

15-16 MCCSC 21st Com Learn Cnt Grant				884				
16-17 MCCS 21st com I		97						
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn		14,288						
19-20 MCCSC 21st Com Learn		2,670			14,269			
Community Banneker Bus								
G14006 Out-of School Prg.								
G15008 Summer Food Prg.		17,391		11,115	20,097			
G15009 Nature Days S/Star								
Griffy Lake Nature Day		2,129						
Wapehani I-69 Mitigation								
Leonard Springs Nature		2,024						
Banneker Nature Day		3,014			1,053			
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act		7,778		9,936				
Goat Farm								
Giffy LARE		13,563			6,383			
Deer Cull					25,000			
Banneker ROI					133,898			
Other Misc Funds total:	0	0	62,953	0.00%	21,935	200,701		
TOTAL ALL FUNDS	9,328,497	10,086,198	7,196,970	71.35%	10,895,276	6,460,057	59.29%	-10.24%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues August 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>August</u>	<u>to date</u>	<u>for year</u>	<u>August</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,457,949	6,573,549	6,457,949	100.00%	6,513,025	6,513,025	100.00%	0.00%
Administration	500	3,090	3,090	100.00%	500	0	0.00%	-100.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	198,000	193,191	190,093	98.40%	186,000	0	0.00%	-100.00%
Frank Southern	201,300	223,101	117,513	52.67%	199,300	98,291	49.32%	-16.36%
Golf Services	619,500	569,031	433,027	76.10%	599,500	464,194	77.43%	7.20%
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	10,560	21.13%	12,165	1,905	15.66%	-81.96%
Adult Sports	51,000	49,965	49,965	100.00%	54,000	13,563	25.12%	-72.86%
Youth Sports	30,000	41,769	33,345	79.83%	30,500	239	0.78%	-99.28%
BBCC	12,000	13,010	6,052	46.52%	15,000	2,665	17.77%	-55.96%
Operations	0	534	534	100.00%	0	85	0.00%	-84.08%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	33,725	30,525	17,400	57.00%	32,525	28,375	87.24%	63.07%
Urban Forestry		0	0	0.00%		0	0.00%	0.00%
Subtotal Program Re	1,157,025	1,132,300	861,579	76.09%	1,129,490	609,316	53.95%	-29.28%
General Fund Total	7,615,474	7,708,939	7,319,528	94.95%	7,642,515	7,122,341	93.19%	-2.69%
Non-Reverting Fund								
Administration	40,600	34,800	21,518	61.83%	35,600	13,803	38.77%	-35.85%
Health & Wellness	4,840	2,350	944	40.17%	3,915	63	1.61%	-93.33%
Community Relations	5,400	2,400	1,500	62.50%	5,400	2,000	37.04%	0.00%
Aquatics	108,200	88,089	85,869	97.48%	86,301	2,512	2.91%	-97.07%
Frank Southern	124,300	98,907	36,207	36.61%	123,300	24,948	20.23%	-31.09%
Golf Services	76,000	117,749	72,298	61.40%	156,500	107,130	68.45%	48.18%
Natural Resources	70,000	71,161	61,465	86.37%	70,000	51,680	73.83%	-15.92%
Youth Programs	215,500	248,728	212,536	85.45%	246,740	115,393	46.77%	-45.71%
*TLRC -Operational	1,253,774	712,603	482,109	67.65%	1,065,974	287,673	26.99%	-40.33%
Community Events	196,541	208,808	166,665	79.82%	200,311	80,232	40.05%	-51.86%
Adult Sports	132,400	131,295	109,335	83.27%	143,500	37,970	26.46%	-65.27%
Youth Sports	4,002	7,202	23,420	325.19%	4,002	-2	-0.05%	-100.01%
BBCC	5,250	14,599	9,046	61.96%	7,600	13,274	174.65%	46.73%
Operations	64,800	63,317	49,812	78.67%	64,800	26,038	40.18%	-47.73%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Prop	0	34,951	2	0.01%	12,500	14,214	113.71%	0.00%
Landscaping	0	0	0	0.00%	0	750	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	4,300	0.00%	0.00%
Urban Forestry	9,500	9,553	7,853	82.20%	9,500	0	0.00%	0.00%
N-R Fund subtotal:	2,311,507	1,846,513	1,340,579	72.60%	2,236,343	781,978	34.97%	-41.67%
Other Misc Funds								
G-17-18 MCCSC 21st Com					14,210			

G18-19 MCCSC 21st Com			18,767		30,000			
G19-20 MCCSC 21st Com					30,000	12,352		
G14009 Summer Food Grant			16,985		27,864	33,346		
Communit Banneker Bus					45,000			
Kaboom Play Everywhere								
NRPA Nutrition Hub						40,000		
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt			2,800			14,993		
G15008 Leonard Spring								
G15009 Griffy Nature Days			4,991			4,239		
(902) Rose Hill Trust			773			247		
G17007 - Goat Farm								
Banneker Nature Days			4,860			4,860		
Yth & Adolescent Phy Act					8,000			
Nature Days Star								
2019 Deer Cull IN DNR CHAP						25,000		
Other Misc Funds total:	0	0	49,175		155,074	135,038		
TOTAL ALL FUNDS	9,926,981	9,555,453	8,709,282	91.14%	10,033,932	8,039,357	80.12%	-7.69%

	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	8/31/2020	revenue	8/31/2020	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	13,803.16		17,243.37	0.00	(3,440.21)	256,583.15
181001	Health & Wellness	9,413.82	63.00		139.26	0.00	(76.26)	9,337.56
181100	Community Relations	34,414.61	2,000.00		2,659.72	0.00	(659.72)	33,754.89
182001	Aquatics	389,055.59	2,512.00		35,427.60	0.00	(32,915.60)	356,139.99
182500	Frank Southern Center	191,273.69	24,948.47		41,942.82	0.00	(16,994.35)	174,279.34
183500	Golf Course	143,501.45	107,130.05		102,532.58	0.00	4,597.47	148,098.92
184000	Natural Resources	291,563.17	51,680.17		15,014.10	0.00	36,666.07	328,229.24
184500	Allison Jukebox	272,563.31	115,392.90		31,343.44	0.00	84,049.46	356,612.77
185000	TLRC	(1,667,433.65)	227,523.97		747,133.39	0.00	(519,609.42)	(2,187,043.07)
185009	TLRC Reserve	729,334.12	60,149.26		0.00	0.00	60,149.26	789,483.38
186500	Community Events	522,561.92	80,231.71		146,405.25	0.00	(66,173.54)	456,388.38
187001	Adult Sports	34,936.55	37,969.83		34,385.27	0.00	3,584.56	38,521.11
187202	Youth Sports	59,446.16	(2.08)		6,084.33	0.00	(6,086.41)	53,359.75
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	64,519.89	13,273.50		699.53	0.00	12,573.97	77,093.86
	Childcare Program	0.00	0.00		3,216.02	0.00	(3,216.02)	(3,216.02)
189000	Operations	177,810.51	26,038.00		1,635.44	0.00	24,402.56	202,213.07
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	238,307.62	14,213.96		30,591.33	0.00	(16,377.37)	221,930.25
189500	Landscaping	12,704.36	750.00		0.00	0.00	750.00	13,454.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	0.00	1,497.00
189503	Urban Forestry	21,517.22	4,300.00		0.00	0.00	4,300.00	25,817.22
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	781,977.90	0.00	1,216,453.45	0.00	(434,475.55)	1,359,072.82

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

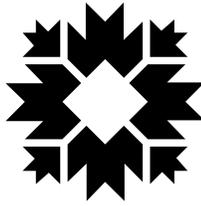
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.

(434,475.55)
INCREASE/DECREASE FOR THE CURRENT

Bloomington Parks and Recreation Surplus Declaration Form

September

Date	Area/Staff	o	Means of Disposal	Date Disposed
8-Sep	BCT/Becky	41 Altman/ERS Shakespeare spot Fixtures	BCT Dumpster	9/25/2020
8-Sep	BCT/Becky	Shakespeare lenses (go with fixtures)	BCT Dumpster	9/26/2020
		4 x 50 ⁰	BCT Dumpster	9/27/2020
		9 x 40 ⁰	BCT Dumpster	9/28/2020
		23 x 30 ⁰	BCT Dumpster	9/29/2020
		8 x 20 ⁰	BCT Dumpster	9/30/2020
8-Sep	BCT/Becky	1 x L & E Strip Light	Ops Dumpster	10/1/2020
8-Sep	BCT/Becky	5 x Altman Zip strip light	Ops Dumpster	10/2/2020
8-Sep	BCT/Becky	16 x PAR 64	BCT Dumpster	10/3/2020
14-Sep	Sports-Daren	Table Cart - Broken	OPS - metal scrap collection	
14-Sep	Sports-Daren	2 - 25 lbs. hand weights, 1 easy curl bar	OPS - metal scrap collection	
15-Sep	Ops	old B link bench	scrap	
		Form is closed		



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-4
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: September 22, 2020
SUBJECT: PARKS PARTNER AWARD—DICK’S SPORTING GOODS

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Dick’s Sporting Goods as the recipient of the Parks Partner Award. The Parks Partner Award is a component of the Department’s sponsorship program and recognizes our most outstanding collaborators and supporters.

Background

Over the past fifteen years, Dick’s Sporting Goods has generously served as a sponsor for numerous Bloomington Parks and Recreation programs, with particular focus on supporting youth sports programs. Dick’s has helped support programs such as Bloomington Youth Basketball, Sport Shorties, T-Birds Tee Ball and Rookie Baseball, and Girls Fastpitch Softball. They have provided both monetary support and the donation of sports equipment to our department and, in turn, have served thousands of kids in the local community.

We are incredibly grateful for the ongoing support from Dick’s Sporting Goods. They are instrumental in helping us continue to offer youth sports programs in our community, and the Bloomington Parks and Recreation Department is proud to recognize them with the Parks Partner Award.

RESPECTFULLY SUBMITTED,

Sarah Owen, Community Relations Coordinator



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-5
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Christian Thiim, Operations Fellow
DATE: September 22, 2020
SUBJECT: **Operations Fellow Introduction**

Recommendation

This report is for the information of the Board.

Background

Christian Thiim is a first-year Master's student at the Paul H. O'Neill School of Public and Environmental Affairs at Indiana University, pursuing a Master's of Public Affairs with a desired concentration in Environmental Policy and Natural Resource Management.

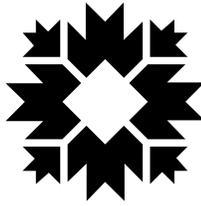
Christian holds a Bachelor of Arts from Hobart and William Smith Colleges, where he double majored in Environmental Studies and Political Science with a minor in American Studies. Upon completing his undergraduate studies, he served in the Peace Corps as a Sustainable Agriculture Systems volunteer in Pamaná, where he worked with rural communities to integrate aquaculture systems into rice farming.

Christian is passionate about the intersectionality of environmental and social justice. Moreover, he firmly believes in the preservation of our natural capital for the purpose of education, recreation, and its intrinsic and innumerable values to our world. He is eager to continue a personal tradition of service to his community as an Operations Fellow and hopes to develop a more nuanced understanding of policy and administration as it pertains to Parks and Recreation. In his free time, Christian enjoys skiing, hiking, and listening to the sounds of Andreas Vollenweider.

RESPECTFULLY SUBMITTED,

Christian Thiim

Christian Thiim, Operations Fellow



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-6
Date: 9/18/2020

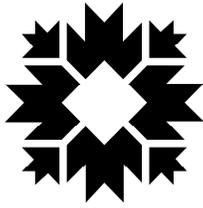
Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: **September 22, 2020**
SUBJECT: **DAVE WILLIAMS, OPERATIONS AND DEVELOPMENT DIRECTOR
RETIREMENT RECOGNITION**

Dave Williams, Operation and Development Division Director will retire from the department on Friday, September 25, 2020 after 27 years of service with the department. Dave will be recognized by members of the Board of Park Commissioners, Bloomington Parks Foundation and staff.

RESPECTFULLY SUBMITTED,

Paula McDevitt, Administrator



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-1
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Jess Klein
DATE: September 15, 2020
SUBJECT: REVIEW/APPROVAL OF PUBLIC HEALTH IN PARKS PARTNERSHIP AGREEMENT

Recommendation

Staff recommends the approval of the 2020 Hourly Park Permit.

Background

The 2020 Parks & Recreation Hourly Park Permit allows for applications and provides guidance for hourly use of parks spaces for various groups. The Hourly Permit accommodates for fitness, art, and music classes, as well as sport practices/clubs or sport specialized coaching.

RESPECTFULLY SUBMITTED,

Jessica Klein, Health & Wellness Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

Hourly Park Permit Guidelines, Application, and Agreement

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

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

APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

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

Rental/Permit Fees and Certificate of Insurance:

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

Checks should be made payable to City of Bloomington and mailed to:
PO Box 848, Bloomington, IN 47402 or dropped off at
401 N. Morton St., Suite 250 (inside City Hall)

Refunds:

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

Insurance:

During the performance of any and all Services under this Agreement, permit applicant 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 \$2,000,000 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 City, and the officers, employees and agents of each shall be named as an additional insured 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 affected by the City will be called upon to contribute to a loss hereunder.

Meeting:

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

B-Line Trail:

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

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

Vehicles and Parking:

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

Trash Removal/Recycling:

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

Equipment:

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

Child Supervision:

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

Safety:

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



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

Copyright:

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

Noise Permits:

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

Violations:

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

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

Permit Fees:

Application Fee: \$25, non-refundable

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

Other Fees (such as stage use, restrooms, etc): _____

Questions?

Jess Klein
Health & Wellness Coordinator
City of Bloomington Parks and Recreation Department
kleinj@bloomington.in.gov
812-349-3771

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



CITY OF BLOOMINGTON
Parks and Recreation

HOURLY PARK PERMIT APPLICATION

City of Bloomington Parks and Recreation Department (BPRD)
(Please Print or Type)

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

Type of Organization: (check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Governmental: <ul style="list-style-type: none"> <input type="radio"/> City of Bloomington <input type="radio"/> Department-Affiliated <input type="radio"/> Monroe County <input type="radio"/> Other <input type="checkbox"/> Non-Profit <ul style="list-style-type: none"> <input type="radio"/> Tax ID# _____ | <input type="checkbox"/> Non-Profit Fundraising Event <ul style="list-style-type: none"> <input type="radio"/> Tax ID# _____ <input type="checkbox"/> Private: City Resident
<input type="checkbox"/> Private: Non-resident
<input type="checkbox"/> Profit Making
<input type="checkbox"/> Other |
|---|---|

Date of Application: _____

Location(s) of Proposed Program: _____

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

Date	Time

Contact Information:

1. Organization, business, individual applying for Hourly Permit:

Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax: _____

E-mail: _____



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

Name: _____ Title: _____

Address/Phone Number (If different than organization)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax: _____

E-mail: _____

Program Logistics:

3. Name of Program: _____

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

- Fitness/Health Class (such as: group exercise, small group training, personal training)
- Art/Music Class
- Sport/Coaching
- Other (please explain) _____

5. Program Description

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

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

Type of Equipment	Quantity



7. Requested date(s), set up and tear down time(s) and end time for event/program:
Date, set up time, event start time, event/program end time, teardown time

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

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

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

Date	Time

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

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

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

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

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



12. Will there be a charge to attend/participate? yes no
 If yes, please explain the type of fee and amount:
 Type Fee(s): _____ Fee Amount: _____

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

Person responsible for clean up:

Contact Name: _____ Relationship to organization: _____
 Phone Number: _____

Security/Safety:

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

Program Music:

15. Do you plan to provide music for this program? yes no
 If yes, please describe: _____

16. Will any type of sound amplifying equipment or devices be used in conjunction with this event?
yes no If yes, please list type of equipment

Type of Equipment	Quantity

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



18. **All Programs:** A map detailing placement of program (site map) will be required for all programs. **Attach a copy of your site map to this application.**

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

Please Read Carefully :

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

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

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

Signature

Date

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

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

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, the program participant, or other members of our household may be exposed to or infected by COVID-19 as a result of the program participant attending the program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I also acknowledge and understand that all of the risks of COVID-19 are not known. I understand that the risk of becoming exposed to or infected by COVID-19 at the program may result from the actions, omissions, or negligence of the program participant, myself, and others, including, but not limited to, Bloomington Parks and Recreation's employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks, known and unknown, and accept sole responsibility for any injury or loss to the program participant, myself, and other members of my household. On my behalf, and on behalf of the program participant, I hereby waive,



CITY OF BLOOMINGTON
Parks and Recreation

release, discharge, and agree to hold harmless, indemnify, and not sue Bloomington Parks and Recreations Department, its employees, agents, officers, directors, affiliates, members, volunteers, and representatives (collectively, "Releasees"), of and from any and all claims, liabilities, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Releasees, whether such claim arises before, during, or after participation in any Parks and Recreation program.

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

Signature of Participant

Date

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

Due with Application:

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

Permit Fee: \$10/hour \$ _____

Other Fee(s): \$ _____

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

Date Received: _____ Fees Charged: _____

Permit #: _____

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

Permit Hourly Fee Deposited to:

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

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

Other Fee(s) Deposited to: _____

City of Bloomington contact person: _____

Telephone Number: _____ Fax #: _____

E-mail: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-2
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: Tuesday, September 22nd, 2020
SUBJECT: REVIEW AND APPROVAL OF THE 2020 HOLIDAY MARKET ARTIST EXHIBITOR AGREEMENT AND INFORMATION

Recommendation

Staff recommends approval of the Holiday Market Exhibitor Agreement for the 2020 Holiday Market to be held on Saturday, November 28th from 9:00 AM to 1:00 PM at Bloomington's City Hall Parking Lot and Showers Plaza. This is an agreement between the participating artist vendors and the City of Bloomington Parks and Recreation detailing the expectations and policies for both parties.

Background

The Holiday Market is an annual event that takes place the Saturday following the Thanksgiving holiday each year. This year's Holiday Market is on Saturday, November 28th from 9:00 AM to 1:00 P.M. This year's event has been adjusted to maintain safety of vendors, patrons, and staff due to COVID-19. The event will only feature outdoor vendor booths and limited entertainment. All other activities for this event have been cancelled for this year.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

Holiday Market 2020 EXHIBITOR AGREEMENT

In consideration for the right to participate in the 2020 Holiday Market (“Market”), the City of Bloomington (“City”), and the undersigned exhibitor(s) (“Exhibitor”), agree to the following, and to the accompanying Market Information (Exhibit A), which are incorporated herein by reference and are a part of this Agreement.

1. ADMINISTRATION

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

2. ELIGIBILITY OF EXHIBITORS

An “Exhibitor” is a person whose works of art or crafts have been accepted by the Market Jury and/or staff for exhibition and sale at the Market pursuant to this Agreement, or the immediate family of such person, as defined in this Agreement, and who has signed this Agreement.

“Immediate family” is defined in this Agreement to be a parent, child, spouse, or domestic partner of a person whose works of art or crafts have been accepted by the Market Jury and/or staff for exhibition and sale at the Market pursuant to this Agreement.

Only individuals who are named as Exhibitors in this Agreement may exhibit and sell at the Market. An Exhibitor may exhibit and sell only works which (s)he or her/his immediate family has produced in accordance with the guidelines set forth in this Agreement. If a family member intends to sell with you in your booth and their artwork will make up greater than 20% of the items offered for sale in your booth, then that family member must apply for the Holiday Market separately.

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

3. WORKS PERMITTED FOR EXHIBITION AND SALE

All works must be approved by the Market Jury and/or staff prior to exhibition and sale. All works must be original and made by the Exhibitor. Significant alteration of commercial components not made by the Exhibitor but used in any work is required. Works must be safe, be a durable good, and exhibit quality of craftsmanship. In works made from or including dried flowers, the flowers must be grown by the Exhibitor.

Unacceptable work includes: work made from kits, work made from molds not made by the Exhibitor, work made by someone other than the Exhibitor (including commercially made products, imports, and products bought for resale).

If you plan to sell artwork in multiple categories it **MUST** be juried separately. You must complete an additional application and submit all necessary images for each category that you intend to sale.

The City reserves the right to verify that works exhibited meet the above criteria. The Exhibitor must display legible price markers for works offered for sale. Prints must be "signed and numbered". Any reproductions must be identified and the word PRINT prominent. The City reserves the right to reject or eject any exhibitor from the fair.

4. REGISTRATION TO EXHIBIT AND SELL

The Exhibitor must have signed this Agreement or be named in this Agreement and have authorized another person to sign on his/her behalf, or have been authorized by the maker of the works to exhibit and sell the works at the Market, and have paid all applicable fees before exhibiting or selling any works. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 (mailing address: P.O. Box 848, Bloomington, Indiana 47402) by the deadlines set forth in the Market Information.

5. CANCELLATION AND NO SHOWS

Any Exhibitor who cancels must notify the Market Administrator **in writing**. Cancellations received **in writing** at least fourteen (14) days prior to the 2020 Holiday Market will receive a full refund less a Fifteen Dollar (\$15.00) administrative fee. Cancellations received less than fourteen (14) days prior to the 2020 Holiday Market will not receive a refund. If an Exhibitor is absent without prior notification, this absence will be taken into consideration for acceptance of that Exhibitor's work at future Markets.

6. EQUIPMENT AND SUPPLIES

Each Exhibitor must supply her/his own tables and other display equipment. Tents will not be supplied for this year's event.

7. PROPERTY MAINTENANCE AND UTILIZATION

Market hours are from 9:00 AM until 1:00 PM. **The Exhibitor must have set up her/his display and be ready to sell by 8:45 AM. For security purposes, all Exhibitors must be present at their booth starting at 8:15 AM through the completion of the Market. The Exhibitor may not begin to tear-down display until 1:00 PM.** The Exhibitor must vacate the premises by 2:00 PM and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or they will be subject to a garbage removal fee of One Hundred Dollars (\$100.00).

8. CITY'S REMEDIES FOR BREACH

Violation of any material provision of this Agreement is a material breach and constitutes a default by the Exhibitor. When the City notifies the Exhibitor of the occurrence of a breach or default during Market hours, and if the Exhibitor fails to correct the breach or default within a reasonable time, the Exhibitor agrees to remove personal equipment, clean the area, and vacate the Market premises immediately. Failure to vacate as described above may require the City to take legal action. Upon occurrence of a material breach of this Agreement, the City may terminate this Agreement, by so stating in a written notice to the Exhibitor, and to retain, as liquidated damages and not as a penalty, any fees prepaid by the Exhibitor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Exhibitors in this Agreement, to sell at the Market in future seasons.

9. COVENANT NOT TO SUE

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

10. FORCE MAJEURE

In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

11. INDEMNIFICATION

The Exhibitor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of Bloomington, Indiana, its employees, agents, and officers, and the members of the Market Steering Committee and Market Jury, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities, and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Exhibitor's participation in the Market, whether or not in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents, or officers, or the Market Steering Committee or the Market Jury.

EXHIBITOR COPY

**PLEASE SAVE THIS COPY FOR YOUR RECORDS*

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

Print mailing address(es)

Exhibitors' phone number(s)

This Agreement is effective when both the Exhibitor and the Administrator of the Bloomington Parks & Recreation Department have signed and dated it.

Primary Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department

Date

Philippa M. Guthrie, Corporation Counsel

Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and phone number to customers interested in contacting you for information and/or special orders?

Yes _____ No _____

Initial one: Exhibitor chooses to participate in the Gift Certificate Program _____

Exhibitor chooses NOT to participate in the Gift Certificate Program _____

CITY COPY

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

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

Additional Exhibitor(s)

Print mailing address(es)

Exhibitors' phone
number(s)

This Agreement is effective when both the Exhibitor and the Administrator of the Bloomington Parks & Recreation Department have signed and dated it.

Primary Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department

Date

Philippa M. Guthrie, Corporation Counsel

Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and phone number to customers interested in contacting you for information and/or special orders?
Yes _____ No _____

Initial one: Exhibitor chooses to participate in the Gift Certificate Program _____

Exhibitor chooses NOT to participate in the Gift Certificate Program _____

HOLIDAY MARKET 2020
OUTDOOR EXHIBITOR INFORMATION
Exhibit A

MARKET DATE AND HOURS

Holiday Market 2020 takes place on Saturday, November 28th 2020 from 9 AM until 1 PM.

MARKET SITE

Holiday Market 2020 will take place outside at Showers Common (Bloomington's City Hall), 401 North Morton Street, (between Eighth and Ninth Streets), Bloomington, Indiana. Bloomington's City Hall will be closed to the public during this year's event.

CONTRACT

All Exhibitors selling/exhibiting at the Holiday Market are required to sign the Holiday Market 2020 Exhibitor Agreement in advance of selling/exhibiting at the Market. Spaces will not be secured until payment and agreement have been received. Note that the information on the Agreement is public record.

UNLOADING, LOADING, AND PARKING ON SATURDAY

Exhibitors may pull their vehicles up to their assigned booth space beginning at 7:00 AM to unload. **Vehicles must be removed from the parking lot by 9:30 AM. For security purposes, all Exhibitors must be present at their Booth Space starting at 8:15 AM through the end of the Holiday Market.** Exhibitors may once again pull their vehicles up in the same way beginning at 1 PM. *All exhibits must be set-up by 8:45 AM and Exhibitors may not begin to tear displays down until 1 PM.* Exhibitors must vacate the premises by 2 PM.

ASSIGNMENTS AND LIMITS OF SPACE

Each Exhibitor is limited to one reserved booth space unless otherwise assigned. SMALL booth spaces are approximately 10' X 10' in size and LARGE booth spaces are approximately 27' X 9'. A Bloomington Parks and Recreation staff member will be there Saturday morning to show Exhibitors to their assigned booth space. Tent coverage will not be provided for this year's event. Large booth spaces are under partial shelter. **Exhibitors must provide their own tents, tables, chairs, and supplies needed for their booth.** The Exhibitor must display legible price markers for works offered for sale.

FEES

Cancellations must be received in writing at least fourteen (14) days prior to the event to receive a full refund less a Fifteen Dollar (\$15.00) administrative fee. Cancellations received less than fourteen (14) days prior to the event will not receive any refund. An Exhibitor's absence without prior notification will be taken into consideration for art and craft applications for future markets. **Booth Spaces do not automatically include electricity. If an Exhibitor's booth setup requires electricity, there is an additional Ten Dollar (\$10.00) fee that must be paid when the Exhibitor Agreement is submitted.** This will be the only opportunity to request electricity. Due to the planning that this requires, last minute requests will not be granted.

RECEIPTS AND COMMISSIONS

Exhibitors should issue receipts when customers request them. The City does not collect commissions on sales.

TAXES

Exhibitors are responsible for collecting required taxes and for keeping appropriate records. They can call (317) 233-4015 for Indiana Department of Revenue Registered Retail Merchants Certificate applications.

DEMONSTRATIONS

Due to COVID-19, demonstrations of art or craft will not be permitted at this year's event.

PETS

Pets are not permitted at the Holiday Market in artist booth spaces.

HAWKING

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

ELECTRONIC MUSIC

Audible music from any electronic device is strictly prohibited.

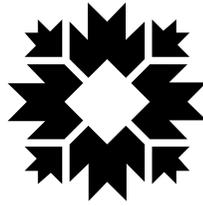
MARKET STAFF

There will be an On-Site Supervisor from the City. Questions or comments will be welcomed by Holiday Market Administrator, Crystal Ritter, during office hours, in the Parks and Recreation Department, Suite 250 of the Showers Building, 401 North Morton Street; telephone (812) 349-3962; email ritterc@bloomington.in.gov.

COVID-19 SAFETY PROTOCOLS

The following safety protocols will be in place for the Holiday Market for 2020. All vendors participating as an exhibitor are required to follow these guidelines.

- Anyone showing signs of illness should not attend the Holiday Market.
- All exhibitors, stand assistants, customers, and staff must wear a face covering. Gloves are strongly encouraged.
- Everyone attending the market in any capacity (customer, vendor, worker) should wash their hands thoroughly before arriving at Showers Common, and upon returning home.
- There will be a single entrance, and single exit, to and from the Market area. Both entrance and exit will be located on Showers Plaza in front of City Hall.
- Safety features inside the Market will include one-way traffic, with a designated entrance and exit; hand washing stations, increased spacing between vendor stalls, and physical distancing between customers and vendors.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

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

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: September 22, 2020
SUBJECT: THIRD ADDENDA TO MARKET VENDOR CONTRACTS

Recommendation

Staff recommends the approval of the third and final addenda to the Farm Vendor contract, Food and Beverage Artisan Contract and Food Truck Contract to reflect changes made to the structure of the Market to address COVID 19 and allow for future flexibility.

Background

The changes in the addenda allow for the flexibility needed in this evolving situation including changes to the fee structure for the Food and Beverage Artisans and Food Truck/Push Carts, removal of the point system and flexibility with stand assistants for all vendors. These changes are important so no vendors feel obliged to come to Market if they have health concerns and it gives vendors the opportunity to hire someone to attend if they are unable to do so.

RESPECTFULLY SUBMITTED,

Leslie Brinson, Community Events Manager

Attachments: Third Addendum to Farm Vendor Contract, Addendum to Food and Beverage Artisan Contract and Addendum to Food Truck/Push Cart Contract

Third Addendum to 2020 Bloomington Community Farmers' Market Farm Vendor Contract

This Third Addendum to 2020 Bloomington Community Farmers' Market Farm Vendor Contract is entered into this ____th day of _____, 2020, by and between the City of Bloomington Parks and Recreation Department ("Parks") and the undersigned vendor(s) ("Vendor").

WITNESSETH:

WHEREAS, Parks and Vendor entered into that certain *2020 Bloomington Community Farmers' Market Farm Vendor Contract* ("Agreement");

WHEREAS, as a result of the declared global COVID-19 pandemic ("Pandemic"), certain changes to the format and delivery of goods and services at the Bloomington Community Farmers' Market ("Market") have been required, including converting the Market to an online format and implementing other social distancing measures to assist in the effort to prevent the spread of COVID-19;

WHEREAS, Vendor acknowledges that Parks will be required to continue to make changes to the format and policies of the Market from time to time in response to the Pandemic; and

WHEREAS, Vendor continues to desire to participate in the Market subject to the following modifications to the Agreement.

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

1. **Term:** This Addendum is effective September 1, 2020, through November 30, 2020.
2. **Market Format:** The Market will operate under its existing online and restricted-capacity in-person sales format until conditions related to the Pandemic change as to allow Parks to move to a different means of product distribution. Vendor agrees that Parks may make changes to the format and product distribution policies of the Market from time to time in response to the Pandemic.
3. **Market Points:** The Market points system shall be suspended for the Term of this Addendum.
4. **Stand Assistants:** Stand Assistants will be permitted to serve the function of a Vendor under the Agreement for the Term of this Addendum.
5. **Assumption of Risk:** Vendor acknowledges and understands that Vendor may experience damages or financial loss relative to customer orders in the online market format due to reasons including, without limitation, vendor items not being available, SNAP customers not picking up orders, credit card customers providing inaccurate information or other similar

circumstances. Vendor further acknowledges and understands that participating in the Market during the Pandemic may result in exposure to COVID-19 through contact with other vendors, customers, and Market participants. Vendor expressly assumes all risk of damages, harm, and loss and agrees to hold City harmless. In the limited circumstance where a SNAP customer does not show up to pick up an order, the City will make reasonable efforts to collect payment. If the City is unable to collect payment, Vendor agrees that the City does not assume the cost of the order. In this circumstance, the City agrees to not allow that customer to place orders in the future.

7. **Full Force and Effect:** All terms of the Agreement not expressly modified, amended, or supplemented herein remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Addendum on the date set forth above and agree to be bound by the terms herein.

Vendor

Philippa M. Guthrie, Corporation Counsel

Vendor Name Printed

Paula McDevitt, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

Third Addendum to Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market

This Third Addendum to Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market is entered into this ____th day of _____, 2020, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food and Beverage Artisan ("Artisan").

WITNESSETH:

WHEREAS, Parks and Artisan entered into that certain *Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market* ("Agreement");

WHEREAS, as a result of the declared global COVID-19 pandemic ("Pandemic"), certain changes to the format and delivery of goods and services at the Bloomington Community Farmers' Market ("Market") have been required, including converting the Market to an online format and implementing other social distancing measures to assist in the effort to prevent the spread of COVID-19;

WHEREAS, Artisan acknowledges that Parks will be required to continue to make changes to the format and policies of the Market from time to time in response to the Pandemic; and

WHEREAS, Artisan continues to desire to participate in the Market subject to the following modifications to the Agreement.

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

1. **Term:** This Addendum is effective September 1, 2020, through November 30, 2020.
2. **Market Format:** The Market will operate under its existing online and restricted-capacity in-person sales format until conditions related to the Pandemic change as to allow Parks to move to a different means of product distribution. Artisan agrees that Parks may make changes to the format and product distribution policies of the Market from time to time in response to the Pandemic.
3. **Market Fee:** In lieu of the ordinary fee charged to Artisan for participation in the Market under the terms of the Agreement, Artisan shall pay Parks a flat fee for participation in the Market for the Term of this Addendum. This fee shall be \$18 per week.
4. **Assumption of Risk:** Artisan acknowledges and understands that Artisan may experience damages or financial loss relative to customer orders in the online market format due to reasons including, without limitation, vendor items not being available, SNAP customers not picking up orders, credit card customers providing inaccurate information or other similar circumstances. Artisan further acknowledges and understands that participating in the Market

during the Pandemic may result in exposure to COVID-19 through contact with other vendors, customers, and Market participants. Artisan expressly assumes all risk of damages, harm, and loss and agrees to hold City harmless. In the limited circumstance where a SNAP customer does not show up to pick up an order, the City will make reasonable efforts to collect payment. If the City is unable to collect payment, Artisan agrees that the City does not assume the cost of the order. In this circumstance, the City agrees to not allow that customer to place orders in the future.

5. Full Force and Effect: All terms of the Agreement not expressly modified, amended, or supplemented herein remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Addendum on the date set forth above and agree to be bound by the terms herein.

Artisan

Philippa M. Guthrie, Corporation Counsel

Artisan Name Printed

Paula McDevitt, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

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

This Third Addendum to Agreement for Food Truck/Push Cart Vending Bloomington Community Farmers' Market is 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 and Food Vendor entered into that certain *Agreement for Food Truck/Push Cart Vending Bloomington Community Farmers' Market* ("Agreement");

WHEREAS, as a result of the declared global COVID-19 pandemic ("Pandemic"), certain changes to the format and delivery of goods and services at the Bloomington Community Farmers' Market ("Market") have been required, including converting the Market to an online format and implementing other social distancing measures to assist in the effort to prevent the spread of COVID-19;

WHEREAS, Food Vendor acknowledges that Parks will be required to continue to make changes to the format and policies of the Market from time to time in response to the Pandemic; and

WHEREAS, Food Vendor continues to desire to participate in the Market subject to the following modifications to the Agreement.

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

1. **Term:** This Addendum is effective September 1, 2020, through November 30, 2020.
2. **Market Format:** The Market will operate under its existing online and restricted-capacity in-person sales format until conditions related to the Pandemic change as to allow Parks to move to a different means of product distribution. Food Vendor agrees that Parks may make changes to the format and product distribution policies of the Market from time to time in response to the Pandemic.
3. **Market Fee:** In lieu of the ordinary fee charged to Food Vendor for participation in the Market under the terms of the Agreement, Food Vendor shall pay Parks a flat fee for participation in the Market for the Term of this Addendum. This fee shall be \$18 per week.
4. **Assumption of Risk:** Food Vendor acknowledges and understands that Food Vendor may experience damages or financial loss relative to customer orders in the online market format due to reasons including, without limitation, vendor items not being available, SNAP customers not picking up orders, credit card customers providing inaccurate information or other similar circumstances. Food Vendor further acknowledges and understands that participating in

the Market during the Pandemic may result in exposure to COVID-19 through contact with other vendors, customers, and Market participants. Food Vendor expressly assumes all risk of damages, harm, and loss and agrees to hold City harmless. In the limited circumstance where a SNAP customer does not show up to pick up an order, the City will make reasonable efforts to collect payment. If the City is unable to collect payment, Food Vendor agrees that the City does not assume the cost of the order. In this circumstance, the City agrees to not allow that customer to place orders in the future.

5. Full Force and Effect: All terms of the Agreement not expressly modified amended, or supplemented herein remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Addendum on the date set forth above and agree to be bound by the terms herein.

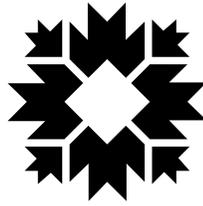
Food Vendor

Philippa M. Guthrie, Corporation Counsel

Food Vendor Name Printed

Paula McDevitt, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-4
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator
DATE: September 22nd, 2020
SUBJECT: MID-LEVEL CONTRACT-MONSTER COTE

Recommendation

Staff recommends approval of a contract with Monster Cote to replace rock carpet at the Banneker Community Center with commercial-grade epoxy surfacing.

Background

The Banneker Community Center main level entry hallway features a rock carpet surface that is aging and in need of refurbishment. Recent donation funds acquired in 2020 have made it possible to address this in the near term. Monster Cote will be removing the existing rock carpet and replacing with a commercial-grade textured surface in the entry hallway and nearby activity room.

RESPECTFULLY SUBMITTED,

Erik Pearson, Program/Facility Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
MONSTER COTE
FOR
BANNEKER MAIN LEVEL FLOORING**

This Agreement, entered into on this _____ of _____ 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Monster Cote (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to remove rock carpet flooring at the Banneker Community Center and replace with epoxy surfacing; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform rock carpet removal and epoxy surface installation (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 30th, 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 as the Department’s Project Manager.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work,

and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Six Thousand Dollars (\$6,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Erik Pearson
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Monster Cote
Attn: Erik Pearson	Alex Bramlett
401 N. Morton, Suite 250	1129 W. Ohio Pike
Bloomington, Indiana 47402	Amelia, OH 45102

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Monster Cote

Philippa M. Guthrie, Corporation Counsel

Alex Bramlett, Project Manager

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Monster Cote shall remove existing rock carpet surface in the Banneker Community Center main level hallway and activity room. Monster Cote shall then cover those surfaces with speckled commercial-grade epoxy surfacing.

EXHIBIT B

“Project Schedule”

Project shall take place in a 3-5 day period between September 23rd, 2020 and October 30th, 2020.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Monster Cote

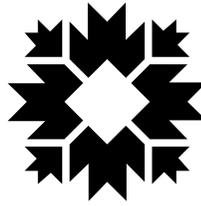
By: _____

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__.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-5
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: September 22, 2020
SUBJECT: CONTRACT FOR SERVICES WITH MONROE COUNTY FAIR ASSOCIATION

Recommendation

Staff recommends the approval of the contract for services with Monroe County Fair Association. The service agreement is not to exceed \$750 (Community Events account – 201-18-186500-53990).

We will be renting facilities and grounds including the Community Building, the accompanying parking lot and the west grass parking area of the Monroe County Fairgrounds for the Bloomington Pumpkin Launch event on October 24, 2020.

Background

The event has been held at the Monroe County Fairgrounds for the past 8 years. This is the second year for a contract with Monroe County Fair Association with the rental for the previous events being done as a partnership agreement.

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

This year Covid-19 safety measures will be in place at the event. These include the elimination of hands-on activities and the addition of “social circles” painted on the ground for people to stand or sit in similar to what we have used at concerts and movies. Attendance at any one time will be limited to the number allowed by the county health department at the time of the event (currently 150).

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

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

This Agreement, entered into on this ____ day of _____, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Monroe County Fair Association ("Contractor").

Article 1. Scope of Services Contractor shall provide the following services:

Rental of facilities and grounds at the Monroe County Fairgrounds for the Bloomington Pumpkin Launch on October 24, 2020. Areas to be rented include the West Parking area, the Community Building and its accompanying gravel and grass areas. Rental fees shall be as follows: West Parking area - \$450; Community Building and accompanying areas - \$200. The property manager shall provide additional labor to include assisting with placement of trash cans and picnic tables. The rate for this shall be \$100. Total cost for the rental and services shall be \$750

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 24, 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 Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed seven hundred and fifty dollars (\$750.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Friday October 23, 2020 at 11am through Saturday October 24, 2020 at 4pm

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

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

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

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

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

CITY OF BLOOMINGTON

MONROE COUNTY FAIR ASSOCIATION

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 20____.

Monroe County Fair Association

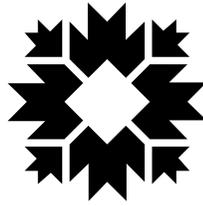
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-6
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: September 22, 2020
SUBJECT: BLOOMINGTON PARKS FOUNDATION/DON BRINEMAN MEMORIAL GOLF SCRAMBLE

Recommendation

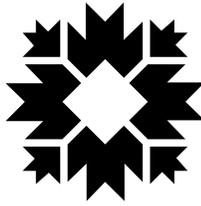
Staff recommends that cart and green fees for the 28th Annual Don Brineman Golf Scramble be waived on Wednesday, October 7, 2020.

Background

This event is a fund raiser for the Bloomington Parks Foundation which supports the Parks Department in multiple ways. This tournament generally raises \$5,000-\$9,000 but has been scaled down this year and will likely raise about half that amount due to Covid-19. We welcome any Park Board members that would like to participate as the shotgun start is at 1:30pm on Wednesday, October 7.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-7
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: September 22, 2020
SUBJECT: CONTRACT WITH SUNSET HILL FENCE CO. FOR DIVIDING FENCE AT SWITCHYARD PARK PICKLEBALL COURTS

Recommendation

Staff recommends approval of this contract. Funding from two sources; \$1,142.81 TIFF Switchyard Park owner purchases; \$422.19 from 201-18-189006-53990 switchyard operations.

Background

The original design of the pickleball courts missed a small detail of having a dividing fence between the north and south courts to stop balls from entering and interrupting play. This corrects that small oversight and provides a barrier from balls traveling to different sets of courts.

Requests for quotes were sent out with specifications. Two vendors responded: Value Fence Company at \$1,985 and Sunset Hill Fence Co. at \$1,565. We have done several projects with Sunset Hill Fence Co. and are very satisfied with the quality of their work.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SUNSET HILL FENCE CO., LLC
FOR
SWITCHYARD PARK PICKLEBALL DIVIDING FENCE**

This Agreement, entered into on this ____ day of _____, 202___, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Sunset Hill Fence Co., LLC (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to divide the north from the south pickleball courts with fencing; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before February 1, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with John Turnbull, Division Director Sports as the Department’s Project Manager.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work,

and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Thousand Five Hundred Sixty Five dollars and zero cents (\$1,565.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

John Turnbull
turnbulj@bloomington.in.gov
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

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.

- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:	Contractor:
City of Bloomington	Sunset Hill Fence Co.
Attn: John Turnbull	1440 West Bloomfield Road
401 N. Morton, Suite 250	Bloomington, In 47403
Bloomington, Indiana 47402	

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

SUNSET HILL FENCE CO., LLC

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Scope:

Deliver, provide labor, and provide equipment to install approximately 54 feet of commercial grade fence to stop pickleball balls. The fencing would be in two 27 foot sections with a 4 foot gap between sections.

Specifications:

1.01 FABRIC – 4 feet high chain link fencing, black vinyl coated, 9 gauge, galvanized before weaving. Fabric to be on the north side of posts.

1.02 LINE POSTS – 2.5 inch diameter line posts schedule 20 galvanized, holes core drilled in existing concrete filled with concrete flush to surface level. Black in color.

1.03 BOTTOM TENSION WIRE – Not requested.

1.04 TOP RAIL – 1 5/8 inch horizontal black top rail along entire top of fencing. This will be tied and fastened with commercial grade ties.

1.05 MIDDLE SUPPORT RAIL – Not requested.

1.06 SLATS – Not requested.

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Sunset Hill Fence Co.

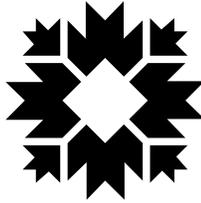
By: _____

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__.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item C-8
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Administrator
FROM: Mark Sterner, General Manager - Twin Lakes Recreation Center
DATE: September 22, 2020
SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT BLOOMINGTON SOCCER, LLC

Recommendation

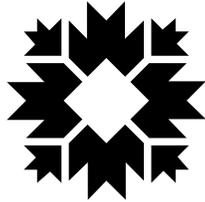
Staff recommends approval of this agreement. The total revenue from this agreement is approximately \$40,000 annually. It is deposited into TLSP operations of 201-18-185000-43220.

Background

Bloomington Soccer has operated a successful and well respected youth and adult soccer program at the Twin Lakes Recreation Center (formerly the Bloomington Sportsplex) since the facility opened in 1999. Ownership of Bloomington Soccer switched from Chris Doran to David Prall at the beginning of 2018. These programs have included developmental programs for youth as well as recreational and competitive soccer leagues for youth and adults. The role of this partnership is to assist David Prall in continuing to offer these programs to the Bloomington community. This provides quality soccer programming for members of the community as well as significant field rental revenue for the Twin Lakes Recreation Center. This is the 12th year of the partnership between Bloomington Soccer, LLC and BPRD. There are no significant changes to this year's partnership agreement. Staff recommends approval.

RESPECTFULLY SUBMITTED,

Mark Sterner
General Manager, Twin Lakes Recreation Center



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this ___ day of _____, 2020, by and between the Bloomington Parks and Recreation Department (BPRD) and Bloomington Soccer League, LLC (Bloomington Soccer), WITNESSETH:

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

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

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

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

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

NOW THEREFORE, the parties do mutually agree as follows:

1. Purpose of Agreement

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

2. Duration of Agreement

This agreement shall be in full force and effect from the date of approval of both parties until May 31, 2021 unless terminated earlier as provided herein.

3. Duties of BPRD: BPRD agrees to:

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

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

4. Goals and Duties of Bloomington Soccer

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

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

Billing Period	Payment Due
September 1 – November 18	November 20, 2020
November 19 – December 16	December 18, 2020
December 17 – February 17	February 19, 2021
February 18 – May 28	June 4, 2021

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

City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that Bloomington Soccer fails to secure such waivers, it shall hold BPRD and the City of Bloomington harmless from any and all such claims.

- g. Name the City of Bloomington as additional insured on its general liability policies and shall provide BPRD with certificate of insurance prior to September 1, 2020.
- h. The contractor is required to comply with all Covid 19 protocols pursuant to Monroe County Health Department, State of Indiana, and CDC guidelines. A written Covid 19 plan with operational protocols must be submitted to the General Manager of the Twin Lakes Recreation Center and Monroe County Health Department.

5. Behavior

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

6. BPRD Review of Bloomington Soccer’s Program

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

7. Notice and Agreement Representatives.

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

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

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

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

David Prall
Bloomington Soccer League, LLC
Manager,

Mark Sterner
Youth Sports/Facilities

8. Termination

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

the breach within ten days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

9. Insurance and Indemnity

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

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

10. E-Verify

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

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

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

BLOOMINGTON SOCCER

BLOOMINGTON PARKS AND RECREATION

By: _____
David Prall

By: _____
Paula McDevitt, Director
Parks and Recreation

Kathleen Mills, President
Board of Park Commissioners

Philippa Guthrie
Corporation Counsel

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

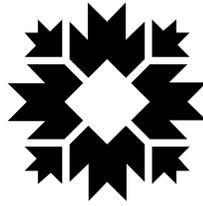
Printed Name

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: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

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

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: September 22, 2020
SUBJECT: BRYAN POOL FIBERGLASS FLOOR REPAIR

Recommendation

Staff recommends approval of this contract with Ardsley Group from Indianapolis to repair and restore the fiberglass bottom of Bryan Pool. Price is \$18,681.25 with funds from General Obligation Bond, 977-18-18016E-54510.

Background

There are cracks in the fiberglass bottom of Bryan Pool. In the process of inspecting these cracks, we also discovered a substantial portion of the top gel-coat layer worn away by 20 years of chlorine and UV rays. This is standard preventative maintenance required of chlorinated pools.

Ardsley Group was the original installer when Bryan Pool was renovated in 2002. They are the most respected contractor in this application and we solicited for quotes from several sources. Spear Corporation provided an email response stating they would trust this job to Ardsley Group only, but would add a 20% surcharge on their direct quote. Buddenbaum & Moore is another pool contractor that gave the same response. They would not do the job directly and would only trust Ardsley Group to do it. We then contacted Charlie Wilson of Schmidt Associates, an engineering firm with specialists in pool construction and they reviewed the Ardsley Group quote and recommended we proceed with Ardsley stating it was a fair price for the scope of work.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ARDSLEY GROUP
FOR
BRYAN POOL FIBRE TECH REPAIRS**

This Agreement, entered into on this ____ day of _____, 2020__, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Ardsley Group (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to repair the fiber glass bottom of Bryan Pool; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before February 1, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with John Turnbull, Division Director Sports as the Department’s Project Manager.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eighteen Thousand Six Hundred Eighty One dollars and twenty five cents (\$18,681.25). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

John Turnbull
turnbulj@bloomington.in.gov
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

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Ardasley Group
Attn: John Turnbull	Kenneth Yale
401 N. Morton, Suite 250	5149 N. Keystone Ave.
Bloomington, Indiana 47402	Indianapolis, IN 46205

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

ARDSLEY GROUP

Philippa M. Guthrie, Corporation Counsel

Kenneth Yale, National Account Sales

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Scope:

1. Grind entire pool surface to identify all areas needing repair.
2. Cut out all defective areas and repair as needed.
3. Apply a new top gel-coat to the entire pool floor surface in accordance with the manufacturer’s specifications.
4. Apply non-skid to steps and surrounding areas.
5. Touch up lane line, step markings and logo.
6. Provide all necessary insurance certificates.
7. Provide a Use & Care Guide and training on the proper maintenance of a Fibre Tech surface.

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Ardsley Group

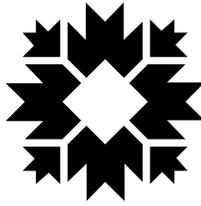
By: _____

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__.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-10
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Jania, Natural Resources Coordinator
DATE: **September 22, 2020**
SUBJECT: **REVIEW/APPROVAL OF LIGHTNING HEART PRODUCTIONS
MEMORANDUM OF AGREEMENT**

Recommendation

Staff recommends approval of a contract with Lightning Heart Productions, LLC. for video filming, editing, producing, and audio mastering services.

Total Project: \$1,250.00

Funding Source: 200-18-184000-53990

Background

Lightning Heart Productions, LLC will provide filming, editing, producing, and audio mastering services for Leonard Springs Nature Day and Griffy Lake Nature Day educational videos. These videos will be used to facilitate E-lessons created in lieu of in-person field trips this semester. Students will follow along using Nature Day Activity Kits and Student Journals that will be sent home prior to participating in this virtual Nature Day experience. Each lesson will include an activity that requires the participant to venture outdoors to learn about their local environment.

RESPECTFULLY SUBMITTED,

Rebecca Jania, Natural Resources Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

**SERVICE AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
LIGHTNING HEART PRODUCTIONS LLC.**

This Agreement, entered into on this ____ day of _____, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Lightning Heart Productions, LLC. ("Contractor").

Article 1. Scope of Services Contractor shall provide twenty-five hours of video filming, editing, producing, and audio mastering ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Rebecca Jania, 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 one thousand two hundred and fifty dollars (\$ 1,250.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Rebecca Jania, 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:

- Begin filming Nature Day Videos on September 14th, 2020
- Complete Nature Day Video Editing by September 30th, 2020
- Assist with filming, producing, editing other environmental educational videos until September 30th, 2021.

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

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

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: Rebecca Jania, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Lightning Heart Productions, LLC., 1591 North Sewell Road, Bloomington, IN 47408. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

LIGHTNING HEART PRODUCTIONS, LLC.

Spencer Taylor, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 20____.

Lightning Heart Productions, LLC.

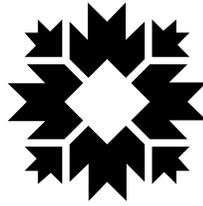
By: _____

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.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-11
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: September 22, 2020
SUBJECT: MID SERVICE CONTRACT FOR (3) MASONRY REPAIR PROJECTS WITH BAKER STONE WORK

Recommendation

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

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

Background

Rose Hill Cemetery:

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

The Waldron, Hill & Buskirk Park:

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

South Walnut St. Raised Landscape Bed:

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

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script, reading "Barbara J. Dunbar". The signature is written in black ink and is positioned above a horizontal line.

Barb Dunbar, Operations Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BAKER STONE WORK
FOR
WALL AND COLUMN REPAIRS AT ROSE HILL CEMETERY
WALL & RAILING REPAIRS AT THE WALDRON, HILL AND BUSKIRK PARK
WALL AND CAP REPAIRS ON RAISED BED AT S WALNUT**

This Agreement, entered into on this 22nd day of September, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Baker Stone Work (“Contractor”).

WITNESSETH:

WHEREAS, the Department wishes to make masonry repairs at three locations; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Mark Marotz and Barb Dunbar 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 expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifteen Thousand Seven Hundred and Twenty-five Dollars, (\$15,725). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Baker Stone Work
Attn: Mark Marotz, Superintendent Barb Dunbar, Operations Coord.	Attn: Charley Nelson, Owner

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

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

BAKER STONE WORK

 Philippa M. Guthrie, Corporation Counsel

 Charley Nelson, Owner

 Paula McDevitt, Director
 Parks and Recreation Department

 Kathleen Mills, President,
 Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Rose Hill Cemetery:

- Pressure wash entire wall
- Remove and replace broken limestone caps on wall around circle drive
- Inspect remainder of wall, chisel out any cracked mortar joints and tuck-point, reset any loose cap stones
- Clean up of site at the end of each work day and project completion

The Waldron, Hill and Buskirk Park:

- Remove hand rail and all cap stones at damaged area
- Relay cap stones, extend legs of handrail if needed to extend through cap stones and into wall and re-install
- Clean up of site at the end of each work day and project completion

Raised Landscaping Bed at South Walnut St.:

- Remove loose limestone caps and reset
- Remove all broken stones in wall and replace
- Clean up of site at the end of each work day and project completion

EXHIBIT B

“Project Schedule”

Contractor shall complete the services required under this Agreement on or before December 31, 2020.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Baker Stone Work

By: _____

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__.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-12
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: **September 22, 2020**
SUBJECT: **REVIEW/APPROVAL OF AGREEMENT WITH BRUCE WILDS SECURITY FOR GRIFFY LAKE NATURE PRESERVE COMMUNITY HUNTING ACCESS PROGRAM HUNT**

Recommendation

Staff recommends approval of this agreement. Funding Source:201-18-184000-53990
Total Dollar Amount of Contract: \$4,752

Background

The agreement will provide for security during the Griffy Lake Nature Preserve Community Hunting Access Program hunt. The contractor will patrol the perimeter of the park during the hunt to inform the public that the park is closed. Contractor shall perform the services according to the following schedule: November 14, 15, 21, 22, 28 and 29, 2020

RESPECTFULLY SUBMITTED,

Steve Cotter, Natural Resources Manager

**SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
DEPARTMENT
AND
BRUCE WILDS SECURITY**

This Agreement, entered into on this ____ day of September, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bruce Wilds Security (“Contractor”).

Article 1. Scope of Services Contractor shall provide security for the Griffy Lake Community Hunting Access Program. (“Services”). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before March 1, 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 Steve Cotter as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Seven Hundred and Fifty-two dollars (\$4,752). Contractor 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, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:
Contractor shall perform the Services according to the following schedule: November 14, 15, 21, 22, 28 and 29, 2020

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: Steve Cotter, 401 N. Morton, Bloomington, IN 47402.

Contractor: Bruce Wilds Security Attn: Bruce Wilds, 602 E. Waterloo Court, Bloomington, IN 47401.

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced

anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Bruce Wilds Security

Philippa M. Guthrie, Corporation Counsel

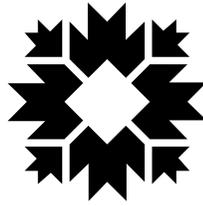
Bruce Wilds, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-13
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: September 22, 2020
SUBJECT: AGREEMENT WITH RICK PATRICK TREE CARE FOR 2020 YOUNG TREE PRUNING

Recommendation

Staff recommends approval of the agreement with Rick Patrick Tree Care for pruning of various City trees located within the public right-of-way.

Total Project: \$8,400.00

Funding Source: 200-18-189503-53990

Background

Tree pruning is an essential maintenance activity within tree care, with young tree pruning allowing for establishment of long-term tree structure. Pruning is to be conducted primarily on Street trees, those located within the City of Bloomington public right-of-way. Pruning will include a total of 98 trees across various locations.

RESPECTFULLY SUBMITTED,

Erin Hatch, Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
RICK PATRICK TREE CARE
FOR
2020 YOUNG TREE PRUNING**

This Agreement, entered into on this ____ day of _____, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Rick Patrick Tree Care (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to conduct pruning on various City trees; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand Four Hundred Dollars and zero cents (\$8,400.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Rick Patrick Tree Care
Attn: Erin Hatch	Attn: Rick Patrick
401 N. Morton, Suite 250	P.O. Box 402

Bloomington, Indiana 47402	Nashville, Indiana 47448
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Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

RICK PATRICK TREE CARE

 Philippa M. Guthrie, Corporation Counsel

 Rick Patrick, Owner

 Paula McDevitt, Director
 Parks and Recreation Department

 Kathleen Mills, President,
 Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Pruning of various City trees located within the public right of way and/or on City of Bloomington properties. All pruning to be done by or under direct supervision of an I.S.A (International Society of Arboriculture) Certified Arborist and done according to ANSI A300 (American National Standards Institute) and ISA recommended practices.

Pruning is to be done to improve clearance for vehicular and pedestrian passage, traffic sign and intersection visibility, mailbox access, and security and street light visibility. Structural pruning for correction to tree form, including but not limited to maintenance or establishment of a central leader via subordination of competing stems. Some Pruning for large deadwood removal, branch spacing, and for rubbing and/or crossing branches, if appropriate.

All material and debris from pruning work is to be removed from site, including but not limited to chipping of brush and hauling off of chips from site.

The below list reflects addresses and trees to be pruned according to these specifications:

Proposal	080920-01COB
GRANDVIEW AND PARKRIDGE EAST NEIGHBORHOODS	
4420 E Cambridge Ct	1 Black Walnut
4315 E Saratoga Dr	2 Eastern Redbud
4320 E Sheffield Dr	2 Hawthorn
711 N Grandview Dr	3 Eastern Hemlock
410 N Parkridge Rd	1 Eastern Redbud
525 N Parkridge Rd	1 River Birch
710 N Parkridge Rd	2 Eastern Redbud
804 N Parkridge Rd	1 Kousa Dogwood
615 N Plymouth Rd	1 Colorado Spruce

Proposal	080920-02COB
BLUE RIDGE NEIGHBORHOOD	
301 E Kenler Dr	1 Black Walnut
306 E Lakewood Dr	1 Sugar Maple
307 E Lakewood Dr	2 Sugar Maple
408 E Lakewood Dr (side)	1 Norway Maple
2946 N Ramble Rd E	1 Flowering Dogwood
3053 N Ramble Rd E	1 American Chestnut
3052 N Ramble Rd W	1 Eastern Redbud & 1 Thornless Honey Locust

Proposal	080920-03COB
TAMARRON NEIGHBORHOOD	
3643 E Tamarron Dr	1 Red Maple
3803 E Tamarron Dr	2 Red Maple
3808 E Tamarron Dr	1 Red Maple
3824 E Tamarron Dr	1 Hawthorn

Proposal

941 S Pleasant Ridge Rd
 997 S Baldwin Dr
 3967 E Fenbrook Dr
 944 S Fenbrook Ct
 1416 S Fenbrook Ln
 964 S Mary Beth Dr
 982 S Mary Beth Dr
 800 S Anthony Ct

080920-04COB

1 Hawthorn
 4 Red Maple
 3 Red Maple
 1 Red Maple
 2 Red Maple
 1 Red Maple
 2 Red Maple
 1 Littleleaf Linden

Proposal

4401 E Clayton Ct
 4403 E Carrington Ct
 1000 S Graywell Dr
 1030 S Graywell Dr
 1101 S Graywell Dr
 1101 S Graywell Dr
 1113 S Graywell Dr
 4307 E Cricket Knoll
 1040 S Duncaster Ct

080920-05COB

2 Red Maple
 2 Hackberry
 1 Honey Locust
 1 Kousa Dogwood
 3 Elm
 3 Oaks
 1 Red Maple
 2 Red Maple
 2 Red Maple

Proposal

E BENNINGTON BLVD
 4007 E Bennington Blvd
 4019 E Bennington Blvd
 4020 E Bennington Blvd
 4025 E Bennington Blvd
 4030 E Bennington Blvd
 4031 E Bennington Blvd
 4037 E Bennington Blvd
 4052 E Bennington Blvd

080920-06COB

1 Red Maple
 1 Red Maple
 2 Red Maple
 1 Red Maple
 2 Red Maple
 1 Red Maple
 1 Red Maple
 1 Red Maple

Proposal

E REGENTS CIR AND E REGENTS CT

3805 E Regent Cir
 3813 E Regent Cir
 3822 E Regent Cir
 3852 E Regent Cir
 3856 E Regent Cir
 3875 E Regent Cir
 3880 E Regent Cir
 3884 E Regent Cir
 3895 E Regent Cir
 3762 E Regents Ct
 3774 E Regents Ct
 3783 E Regents Ct
 3790 E Regents Ct
 3791 E Regents Ct

080920-07COB

1 Red Maple
 4 Red Maple
 1 Red Maple
 1 Red Maple
 1 Red Maple
 3 Red Maple
 1 Red Maple

Proposal

WINTERSWEET CT
 1202 W Wintersweet Ct
 1203 W Wintersweet Ct
 1207 W Wintersweet Ct

080920-08COB

1 Red Maple
 2 Red Maple
 1 Red Maple

EXHIBIT B

“Project Schedule”

All work to be completed no later than December 31, 2021.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Contractor

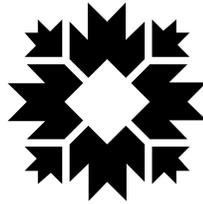
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-14
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Mark Marotz Operations Superintendent
DATE: September 22, 2020
SUBJECT: APPROVAL OF CONTRACT WITH ROOF MAXX OF BLOOMINGTON

Recommendation

Staff recommends approval of contract with Roof Maxx of Bloomington.

Contract Amount: \$2,160

Funds: Operations GF - 200-18-189000-53990

Background

The asphalt shingle roof at our Howard Young shelter in Olcott Park and the maintenance garage at Bryan Park are becoming brittle and slowly breaking apart. With sustainability efforts in mind Roof Maxx specializes in asphalt shingle rejuvenation which can extend the life of the roof for 5 years for the fraction of the cost for a new roof. Roof Maxx of Bloomington is a sole source vendor so no other quotes are required for the work.

RESPECTFULLY SUBMITTED,

Mark Marotz, Operations Superintendent

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

This Agreement, entered into on this ____ day of __September____, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and _____ ("Contractor").

Article 1. Scope of Services Contractor shall provide (Shingle rejuvenation application) ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Mark Marotz as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand one hundred and sixty dollars (\$2,160). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Attn Mark Marotz, 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:
(May begin on September 23rd and complete by December 31)

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.

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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: Mark Marotz Project Manager, 401 N. Morton, Bloomington, IN 47402. **Contractor:** _Roof Maxx of Bloomington. 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

Roof Maxx of Bloomington

Philippa M. Guthrie, Corporation Counsel

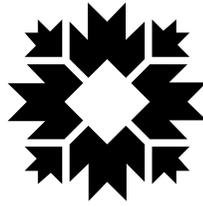
Steven Hobbs, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: D-2
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator
DATE: September 22nd, 2020
SUBJECT: BANNEKER CAMP ON-THE-GO SUMMER 2020 REPORT

Report

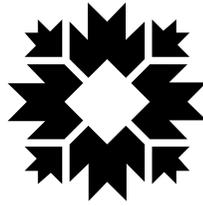
Staff will be reporting on the Banneker Camp On-the-Go summer 2020 program and the impacts on this program related to the COVID-19 pandemic.

Background

Banneker Camp has been a program staple at Banneker for over 15 years. This is typically a day-camp offering with recreation, educational, and social activities for low-income families each summer. In addition, this program is a part of the USDA Summer Food Service Program and provides each participants with nutritious meals each day. In 2020, significant alterations were made to conduct a variation of this program during the COVID-19 pandemic focusing on meal distribution to needy families.

RESPECTFULLY SUBMITTED,

Erik Pearson, Program/Facility Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: D-4
Date: 9/18/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: September 22, 2020
SUBJECT: FRANK SOUTHERN CENTER OPENING FOR 2020

Recommendation

This report is for information purposes only, no action is required.

Background

Staff have completed the opening protocols and information associated with Frank Southern Center for opening in October 2020.

Facility Preparation

Two compressors functions are to decrease the cement floor temperature to below freezing. Those compressors will be serviced and activated on or about September 17. Flooding of water will begin immediately when the temperature is below freezing. After about one inch of ice is frozen, that ice will be painted white and competition lines will be painted and installed. That is scheduled for September 23. Then more flooding over the paint and lines and logos that are laid on the ice. The arena is scheduled for hourly rentals on or about October 5. Public sessions are scheduled to start October 16 and several scheduled programs such as Skating School, Hockey Initiation, and House Hockey will begin the third week of October.

COVID-19 Protocols

In accordance with the Bloomington and Monroe County COVID-19 community task force, in line with our national affiliated organizations, and in accordance with the Bloomington Parks and Recreation Department's policies, below is a general outline of the major modifications for opening Frank Southern Ice Arena.

- An entry attendant will be at the door to direct and answer questions during public events.
- Masks are required for all patrons except those who qualify as exempt. Masks may be removed on the ice pad except for coaches and instructors.
- Social distancing is marked in the lobby, ice pad perimeter, and grandstands.
- One way traffic is directed to flow from entry, to lobby, to ice pad, to exit door north of

the ice pad.

- Capacity will be monitored and limited in all areas; 50 people at one time on the ice pad, 50 spectators in the stands at one time, and lobby operates as a continuous flow-brief stop operation. All participants are notified to come dressed as complete as possible and apply skates in the lobby.
- The lobby will be open fifteen minutes prior to the start of the program.
- For younger skaters, we are requesting only one parent accompanies their skater into the facility.
- The locker rooms will not be in use until further notice.
- The party room is not for rental until further notice.
- Cleaning and disinfecting all frequently touched surfaces per CDC and local/state Health Department guidelines.

We have studied and surveyed similar arenas in the Midwest. These arenas all report we can expect half or slightly less than half participation in programs, rentals, and public sessions at the current time. All arena operators are hopeful that trend will improve, but it obviously depends on many factors and public confidence.

RESPECTFULLY SUBMITTED,

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

John Turnbull, Division Director Sports