



## AGENDA

City of Bloomington Board of Park Commissioners  
Regular Meeting: Tuesday, January 28, 2020 4:00 – 5:30 p.m.

Council Chambers  
401 N. Morton St.

### CALL TO ORDER - ROLL CALL

#### **A. CONSENT CALENDAR**

- A-1. Approval of Minutes of December 5, 2019, December 10, 2019 and January 9, 2020
- A-2. Approval of Claims Submitted December 10, 2019 – January 27, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus

#### **B. PUBLIC HEARINGS/APPEARANCES**

- B-1. Public Comment Period -
- B-2. Bravo Award - Eunice Pak and Seojin Kwin (Sarah Owen)
- B-3. Spotlight Award -
- B-4. Staff Introductions - Erin Hatch, Urban Forester  
Sonja Pope, HW/CE

#### **C. OTHER BUSINESS**

- C-1. Election of officers
- C-2. Review/Approval of Resolution 20-01 to Appropriate the Parks Non-Reverting Fund (Paula McDevitt)
- C-3. Review/Approval of Food and Beverage Artisan 2020 fees (Becky Higgins)
- C-4. Review/Approval of grant partnership agreement with Area 10 Agency on Aging (Becky Higgins)
- C-5. Review/Approval of partnership agreement with Monroe County Health Department (Jess Klein)
- C-6. Review/Approval of historical marker placement in Peoples Park (Paula McDevitt)
- C-7. Review/Approval of amendment to Buskirk Chumley Theater Management partnership agreement (Paula McDevitt)
- C-8. Review/Approval of service agreement with JB Salvage for green waste service (Joanna Sparks)
- C-9. Review/Approval of contract with Value Fence Company (Barb Dunbar)
- C-10. Review/Approval of contract with Lambert Consulting Marker (Julie Ramey)
- C-11. Review/Approval of contract addendum with Scenic Construction for RCA Trail Rehab (Dave Williams)
- C-12. Review/Approval of contract addendum with Mader Design for RCA Park Trail Rehab (Dave Williams)
- C-13. Review/Approval of the 2020 Performing Arts Series performance agreement (Crystal Ritter)
- C-14. Review/Approval of partnership agreement with Hilltop Garden (Sarah Mullin)
- C-15. Review/Approval of contract agreement for Community Garden program (Sarah Mullin)
- C-16. Review/Approval of FBA and Food Truck contract template (Leslie Brinson)
- C-17. Review/Approval of Farmers' Market Advisory Council bylaw updates (Leslie Brinson)
- C-18. Review/Approval of USA Softball purchase (Scott Pederson)
- C-19. Review/Approval of appointments to the Environmental Resources Advisory Council (Rebecca Jania)
- C-20. Review/Approval of contract with Milestone Contractors L.P (John Turnbull)
- C-21. Review/Approval of service agreement with Gilles Sales & Service (Mark Sterner)

#### **D. REPORTS**

- D-1. Operations Division -
- D-2. Recreation Division -
- D-3. Sports Division -
- D-4. Administration Division -

### ADJOURNMENT

**NOTE – The Farmers' Market Rules of Behavior will be on the February 25<sup>th</sup> Board of Park Commissioners agenda for review/approval.**



**A-1**  
**01-28-2020**

Board of Park Commissioners  
Regular Meeting  
Minutes

Thursday, December 5, 2019  
4:00 p.m. – 4:08 p.m.

Parks Conference Room  
401 N. Morton St.

**CALL TO ORDER**

The meeting was called to order by Les Coyne at 4:00 p.m.

**Board Present:** Les Coyne, Kathleen Mills, and Lisa Thatcher

**Staff Present:** Paula McDevitt, Dave Williams and Kim Clapp

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes - None
- A-2. Approval of Claims - 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**

**B-1. Public Comment Period** – None

**B-2. Bravo Award** – None

**B-3. Parks Partner Award** – None

**B-4. Staff Introduction** – None

**B-5. Staff Recognition** – None

**C. OTHER BUSINESS**

**C-1. Review/Approval of Resolution 2019-02 Real Estate Conveyance at Renwick**

*Dave Williams, Director of Operations* Ramsey Land Development Inc. wishes to donate two land parcels to the City of Bloomington Parks and Recreation Department. As part of the condition for receiving and accepting this property, it was agreed Ramsey Development, Inc. was to construct a walking and biking multiuse path along a portion of the property. Ramsey Development has finished construction of the path to a level of specification that is acceptable to the City of Bloomington Parks and Recreation Department.

Staff recommends approval of Resolution 2019-02 Real Estate Conveyance at Renwick, to accept the transfer by deed from Ramsey Development, Inc., 7.42 acres to the Board of Park Commissioners. Lots Number 500 and 501 Auditor's Parcel No. 53-08-10-111-002.500-990 and 53-08-10-111-002-501-009.

*Lisa Thatcher inquired* if there will be additional signage at this site.

*Dave Williams responded* yes, signage will be posted noting this location is the property of City of Bloomington Parks and Recreation.

*Kathleen Mills* made a motion to approve Resolution 2019-02 Real Estate Conveyance at Renwick. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. Motion unanimously carried.

**D REPORTS**

D-1. Operations Division – No Report  
D-2 Recreations Division – No Report  
D-3 Sports Division – No Report  
D-4 Administration Division – No Report

**ADJOURNMENT**

Meeting adjourned at 4:08 p.m.  
Respectfully Submitted,



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Kim Clapp  
Secretary Board of Park Commissioners



A-1  
**01-28-20**

Board of Park Commissioners  
Regular Meeting  
Minutes

Tuesday, December 10, 2019  
4:00 p.m. – 5:30 p.m.

Council Chambers  
401 N. Morton St.

**CALL TO ORDER**

The meeting was called to order by Les Coyne at 4:01 p.m.

**Board Present:** Les Coyne, Kathleen Mills and Lisa Thatcher

**Staff Present:** Paula McDevitt, Dave Williams, John Turnbull, Becky Higgins, Steve Cotter, Sarah Owen, Daren Eads, Barb Dunbar, Bill Ream, Hsiung Marler, Mark Marotz, Erik Pearson, Joanna Sparks, Leslie Brinson and Ethan Philbeck

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of November 19, 2019 meeting
- A-2. Approval of Claims Submitted November 19, 2019 through December 9, 2019
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

*Kathleen Mills* made a motion to approve the consent calendar. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

**B. PUBLIC HEARINGS/APPEARANCES**

**B-1. Appeal of Park Suspension - None**

**B-2. Public Comment Period - None**

**B-3. Bravo Award – Bloomington Figure Skating Club**

*Sarah Owen, Community Relations Coordinator* the Department would like to recognize the Bloomington Figure Skating Club (BFSC) with this month's Bravo Award. For the past twenty years, the Bloomington Figure Skating Club has provided numerous volunteer hours to the Department's annual Skate & Scare and Skate with Santa events. BFSC members help with setup and teardown, but also engage with the community out on the ice. BFSC also assist staff with monitoring the crown out on the ice and help ensure the overall safety of skaters. We are proud to recognize the Bloomington Figure Skating Club with the December Bravo Award. Sarah invited Jenn Campanella to the podium.

*Jenn Campanella approached the podium.* Thank on behalf of the BFSC for this Award. The skaters get so much on a daily basis from Franks Southern Center, and the opportunity to skate in Bloomington. There is such a passion from each skater, and for them this is an opportunity to share that passion with the greater community. A lot of the skaters



work with the skating school, and being able to pass on their joy of skating means so much to them. Thank you, the award is appreciated.

The Board thanked Jenn Campanella and the Bloomington Figure Skating Club for their ongoing support of the Department.

#### **B-4. Parks Partner Award – Monroe County Identify and Reduce Invasive Species**

Sarah Owen, Community Relations Coordinator the Department would like to recognize the Monroe County Identify and Reduce Invasive Species (MC-IRIS) organization as the recipient of the Parks Partner Award. The MC-IRIS is comprised of Monroe County citizens who are committed to helping protect and restore our local ecosystem. MC-IRIS has been a valued partner, and have collaborated with the Department on various initiatives. MC-IRIS has a regular volunteer presence at our First Saturday events, workdays dedicated to removing invasive plants from City-owned parks. Over the course of nine months, MC-IRIS has contributed over 180 volunteer hours. Their social media presence has helped raise awareness and volunteer recruitment for First Saturdays. The Department is grateful to MC-IRIS for their expertise and volunteer efforts to remove invasive plant species. The Department is proud to present them with the Parks Partner Award. Sarah invited Ellen Jacquart to the podium.

Ellen Jacquart approached the podium. Thank you so much for this recognition. MC-IRIS has been working in Monroe County for ten years, and it feels like we have been growing very slowly to get the word out about invasive species. The last year has just been wonderful working with Bloomington Parks and Recreation. It has exponentially increased the number of people we have been able to educate, work with, and help learn how to deal with invasive plants on their land. Thank you for this recognition, and we are looking forward to next year.

The Board thanked Ellen Jacquart and the Monroe County Identify and Reduce Invasive Species for their work and dedication.

#### **B-5. Staff Introduction - None**

#### **B-6 Staff Recognition – None**

### **C. OTHER BUSINESS**

#### **C-1. Review/Approval of Addendum to Rundell Ernstberger Assoc. 2019 Contract**

Paula McDevitt, Administrator on July 23, 2019 the Department entered into a contract with Rundell Ernstberger Associates, Inc. to complete the Bloomington Gateways Conceptual Design Study. In the original agreement, under Article 1, the scope of services were to be completed by December 1, 2019. Due to challenging proposed sites, and schedules the Department wishes to extend the contract through February 28, 2020. Both parties mutually agree to the changes. Staff recommends approval of this addendum.

*Kathleen Mills* made a motion to approve the addendum to Rundell Ernstberger Assoc. 2019 Contract. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

#### **C-2 Review/Approval of Addendum to Snider Recreation Inc. 2019 Contract**

Barb Dunbar, Operations Coordinator on March 26, 2019 the Department entered into a contract with Snider Recreation, Inc. to install new poured-in-place rubber safety surfacing at Crestmont Playground. In the original agreement, under Article 6, Exhibit B, the project was to be completed by July 31, 2019. Due to delay in construction of playground and cold weather, the Department wishes to extend the completion of services to June 30, 2020. Both parties mutually agree to the changes. Staff recommends approval of this addendum.

*Kathleen Mills* made a motion to approve the addendum to Snider Recreation Inc. 2019 Contract. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

#### **C-3 Review/Approval of Addendum to Neidigh Construction 2019 Contract**

John Turnbull, Division Director Sports, on June 26, 2018 the Department entered into a contract with Neidigh Construction Corporation for construction services for Cascades Golf Course Clubhouse. Over the last year, the scope

of work was expanded to include five new modifications. To cover the cost of the additional work, the Department wishes to increase compensation in an amount not to exceed \$19,295.52. Both parties mutually agree to the changes. Funding for the additional \$19,295.52 is from GOB 977-18-18016A-54510 Project 977 2017c.

*Kathleen Mills* made a motion to approve the addendum to Neidigh Construction 2019 Contract. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

#### **C-4 Review/Approval of Contract with Plymate**

*Daren Eads, Facility Coordinator* the Department wishes to keep clean, well maintained facilities. The Department requires the services of a professional consultant to provide routine mat cleaning and replacement services at Twin Lakes Recreation Center and Frank Southern Ice Arena. Staff recommends the approval of this service agreement with Plymate, in an amount not to exceed \$2,700. Funding is from Frank Southern Center General Fund, and Twin Lakes Recreation Center Non-Reverting Fund.

*Kathleen Mills* made a motion to approve the contract with Plymate. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

#### **C-5 Review/Approval of 2020 Mobile Stage Rental Application**

*Crystal Ritter, Community Events Coordinator* staff recommends the approval to the 2020 mobile stage rental applications. This agreement covers policies and fees associated with the rental of the stages. Updates for 2020 agreement include adding contact information for the Indiana Department of Homeland Security.

*Les Coyne inquired* on the condition of the rental stage. Has the agreement been reviewed by legal in regards to renters being able to hold us liable?

*Crystal responded*, the stage is in good condition, and has passed the Indiana Department of Homeland Security inspections.

Each year City Legal reviews, and approves the rental agreements. Renters are required to have a Certificate of Insurance stating the City of Bloomington is covered under their insurance policy for an amount that exceeds \$1,000,000.

*Kathleen Mills* made a motion to approve the 2020 Mobile Stage Rental Application. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

#### **C-6 Review/Approval of 2020 Special Use Permits**

*Hsuing Marler, Switchyard Park General Manager* staff recommends the approval of the 2020 special event permit, B-Line special event permit, and alcohol guidelines. Changes made for the 2020 calendar year are mainly to update dates, contact information, and to make formatting more consistent. The agreements cover policies and fees associated with these special use permits.

*Kathleen Mills* made a motion to approve the 2020 Special Use Permit templates. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

#### **C-7 Review/Approval of Addendum to Kingsnake Sound 2019 Contract**

*Leslie Brinson, Community Events Manager* on January 22, 2019 the Department entered into a contract with Kingsnake Sound to provide sound equipment and sound engineering at a variety of community events. To meet additional programing needs, the Department wishes to expand the scope of work, extend the schedule through December 31, 2019, and increase compensation in an amount not to exceed \$500. Both parties mutually agree to the changes. Staff recommends approval of this addendum. Funding sources is from Community Events General Fund.

*Kathleen Mills* made a motion to approve the addendum to Kingsnake Sound 2019 Contract. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

### **C-8 Review/Approval of Addendum to Southside Rental Contract**

Leslie Brinson, Community Events Manager on May 21, 2019 the Department entered into a contract with Southside Rentals to provide tents and a variety of rental equipment for community events. To meet additional programming needs, the Department wishes to expand scope of work, extend schedule through December 31, 2019 and increase compensation in an amount not to exceed \$820. Both parties mutually agree to the changes. Staff recommends approval of this addendum. Funding sources will be from Community Events General Fund.

*Kathleen Mills* made a motion to approve the addendum to Southside Rental 2019 Contract. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

### **C-9 Review/Approval of 2020 Concessions Agreement**

Bill Ream, Community Events Coordinator the Department wishes to have food available at various 2020 events, and programs. The Department requires the services of professional consultants to sell their products onsite at these events. This agreement covers policies and fees associated with the selling of concessions. The Department recommends the approval of the 2020 Concessions Agreement template, no significant changes have been made.

*Kathleen Mills* made a motion to approve the 2020 Concessions Agreement. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

### **C-10 Review/Approval of Contract with Izzy's Rental**

Bill Ream, Community Events Coordinator the Department wishes to make portable toilets available at various locations for 2020 events. The Department requires the services of a professional consultant to provide delivery and removal of well-maintained rental units. Staff recommends approval of this contract with Izzy Rentals, in an amount not to exceed \$2,499. Funding is from Community Events General Fund and Non-Reverting Fund, and from Farmers' Market Non-Reverting Fund.

*Kathleen Mills inquired,* if Junk in the Trunk will be held at Frank Southern Center in 2020.

*Bill responded,* at this time a decision has not been made. This is an event that may be moved to Switchyard Park.

*Kathleen Mills* made a motion to approve the contract with Izzy's Rental. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

### **C-11 Review/Approval of Contract with Skip Daley**

Bill Ream, Community Events Coordinator the Department wishes to create a new event called Trivia in the Park. The Department requires the services of a professional consultant to create and organize all questions and answers for four trivia events. Staff recommends approval of this contract with Skip Daley, in an amount not to exceed \$1,000. Funding source is Community Events General Fund.

*Kathleen Mills inquired,* if this will be setup as teams.

*Bill responded,* yes, it will be for teams of up to six. The Department would like to bring this experience into the parks.

*Kathleen Mills* made a motion to approve the addendum to Neidigh Construction 2019 Contract. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

### **C-12 Review/Approval of Contract with Harrell Fish Inc.**

Erik Pearson, Facility Program Coordinator the Department wishes to keep Allison-Juke Box and Banneker Community Centers in good working condition. The Department requires the services of a professional consultant to manage emergency and standard repairs and/or services to the HVAC systems as need arises. Staff recommends approval of this contract with Harrell Fish, Inc. in an amount not to exceed \$4,000. Funding sources are from Banneker Community Center and Allison Jukebox Center General Funds.

*Kathleen Mills* made a motion to approve the contract with Harrell Fish Inc. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

### **C-13 Review/Approval of Contract with Koorsen Fire and Security**

Erik Pearson, Facility Program Coordinator the Department wishes to keep facilities in good working condition. The Department requires the services of a professional consultant to provide fire and security alarm maintenance and repairs at Banneker Community Center. Staff recommends approval of this service agreement with Koorsen Fire and Security in an amount not to exceed \$2,400. Funding source is from Banneker Community Center General Fund.

*Kathleen Mills* made a motion to approve the contract with Koorsen Fire and Security. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

Les inquired on the status of grants applied for by Banneker Community Center.

Erik responded, Banneker received the grant from the Walmart Foundation that will go towards the food, and food programming for teen leadership institute. Banneker has also received a grant from Regional Opportunities Initiatives for \$199,600 for a wide range of different facility improvements and program enhancement, aimed at helping make Banneker a community and cultural hub.

### **C-14 Review/Approval of Contract with Eagle Ridge Engineering-Lower Cascades Park**

Dave Williams, Operations Director the Department wishes to enhance the services it provides by engaging in efforts to provide paved or stabilized multiuse path and to modify the streambank of Cascades Creek to reduce erosion problems. The Department requires the services of a professional engineering consultant in order to perform tasks including the preparation of plans, and specifications, permitting with State and Federal agencies, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specification and cost estimates. Staff recommends the approval of this contract with Eagle Ridge Engineering, in an amount not to exceed \$172,100. Funding source is the Parks General Obligation Bond.

Lisa Thatcher inquired if a portion of this project was Work Progress Administration (WPA) constructed?

Dave Williams responded yes, there is some WPA original construction. One of the checks that will be gone through, is with the local State Historical Preservation Officer. We may have to reconstruct a sampling of the original laid wall. Over the years, there has been constant approvals of funding to rebuild the collapsed creek walls. A good portion of it, as well as one of the shelters, was a WPA project.

*Kathleen Mills* made a motion to approve the contract with Eagle Ridge Engineering-Lower Cascades Park. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

### **C-15 Review/Approval of Addendum to Designscape Contract**

Dave Williams, Operations Director on June 25, 2019 the Department entered into a contract with Designscape to provide insecticide treatment for bagworms and tree fertilization at various locations. The Department wishes to extend the contract to the end of August 2020, expand the scope of work to include additional tree root injections, and to increase the compensation in an amount not to exceed an additional \$4,000. Staff recommends approval of this addendum. Funding for additional compensation is from Operations General Fund.

*Kathleen Mills* made a motion to approve the Addendum to Designscape contract. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

### **C-16 Review/Approval of Contract with EcoLogic, LLC**

Joanna Spark, City Landscaper the Department wishes to manage invasive plant species at Griffy Lake Nature Preserve, Latimer Woods, and Millers-Showers Park. The Department requires the services of a professional contractor to control lesser celandine at Griffy Lake, control lesser celandine throughout Latimer Woods, and to perform year two of the vegetation management plan at Miller-Showers Park. Staff recommends approval of this contract with EcoLogic, LLC in an amount not to exceed \$22,360. Funding source is Landscaping General Fund.

*Kathleen Mills* made a motion to approve the contract with EcoLogic, LLC. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

### **C-17 Review/Approval of Contract with Aquatic Control**

*Joanna Sparks, City Landscaper* the overgrowth of nuisance aquatic vegetation at Miller-Showers is both unsightly and detrimental to the overall water quality of the pools. The Department requires the services of a professional contractor to provide nuisance aquatic vegetation management at this location to improve animal habitat and curb appeal. Staff recommends approval of this contract with Aquatic Control, in an amount not to exceed \$3,358. Funding sources is Landscaping General Fund.

*Kathleen Mills* made a motion to approve the contract with Aquatic Control. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

#### **C-18 Review/Approval of Partnership with Monroe County Identify and Reduce Invasive Species (MC-IRIS)**

*Joanna Sparks, City Landscaper* the Department would like to continue expanding invasive plant educating and training offerings to incorporate more hands-on experience to the community. The Department wishes to renew the partnership with Monroe County – Identify and Reduce Invasive Species (MC-IRIS) to continue the development and implementation of invasive plant education and training events. The purpose of this agreement is to establish a partnership which will provide for collaborative programming and a sharing of resources to better serve the community. Staff recommends approval of this partnership with MC-IRIS.

*Kathleen Mills* made a motion to approve the partnership with Monroe County Identify and Reduce Invasive Species. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

#### **C-19 Review/Approval of Addendum to Steve's Roofing 2019 Contract**

*Steve Cotter, Natural Resource Manager* on November 19, 2019 the Department entered into a contract with Steve's Roofing & Sheet Metal to repair and reinforce the Griffy Lake boathouse roof. Article 6, Exhibit B of the original contract stated the project was to be completed by December 31, 2019. Due to scheduling, weather and delayed projects, the Department wishes to extend the completion date to February 29, 2020. Both parties mutually agree to the changes. Staff recommends approval of this addendum.

*Kathleen Mills* made a motion to approve the contract with Eagle Ridge Engineering-Lower Cascades Park. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

#### **D REPORTS**

D-1 Operations – No Report

D-2. Recreation Division – No Report

D-3 Operations Division – No Report

D-4 Administration – Bicentennial Gateway Project Update

*Paula McDevitt, Director* invited Kevin Sweetland from Rundell Ernstberger Associates to the podium.

*Kevin Sweetland approached the podium and presented the Bicentennial Gateway Project Update.*

Three gateways sites

- West Gateway – Bloomfield Road
- Arlington Pedestrian Bridge
- North Gateway – Millers Showers Park

Inspiration – to reflect the nature of the city as the distilment of the essence of Bloomington. The idea of the connection between the residence and the landscapes that they inhabit.

- Blooms – the original settlers being surprised by the extravagant display of blooms in the forest
- Topography – surprising part of the Indiana landscape as a whole that makes Bloomington unique.
- Tree City – the amount of woodland, and the City's embrace of that identity.

- Limestone – the history of industry, and the way the natural resources were used. The landscape left behind by the industry, the way nature is regenerative and starting to take back those landscapes, and the way the City is reusing these areas for positive purposes.
- Forest Management – the management of these natural resources and protected to hand down to the next generation.

The story of the people. To overlay on top of these inspirations, all the pieces that make Bloomington, Bloomington.

- culture
- arts
- academy
- important figures

Three design options, with a basic material palette and a central element for the gateways.

- City beacon – vertical element, with a variety of different qualities with light, impactful from a distance.
- Pegging the name of Bloomington – horizontal making it the main element. Making it interesting to interact with from ground level. Made of sustainable wood
- Symbolic element – tell history of Indiana forest, focusing on legendary trees

Specific site design

- Bloomfield Road – set close to the Twin Lakes Sports Park, up the hill on the northern edge of the roadway. All three applications can be used at this site.
- Arlington Pedestrian Bridge – ways to reinvigorate this structure. Opportunities to highlight Hoagie Carmicle, call it the Stardust pedestrian bridge. Involve hanging glass sequins from the existing chain link, with a piece of the lyrics below the bridge deck. Structure cannot be repainted.
- Millers Showers Park – a linear experience, originating at sculpture at Millers Showers Park extending north. Rows of blooming trees with the central element located at the

very northern end of the triangle.

Paula McDevitt, Director stated this presentation will be on the Parks website. People can give us feedback through emails. With extending the time line, we for see a few more opportunities for public input.

Paula McDevitt thanked the Board for their support throughout 2019. There have been over 160 contract and partnerships approved in 2019. There will be a special Park Board meeting on Thursday, January 9, 2020, at 4:00 p.m. in Council Chambers. The Farmers Market will be on the agenda.

## **ADJOURNMENT**

Meeting adjourned at 5:12 p.m.

Respectfully Submitted,




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Kim Clapp  
Secretary Board of Park Commissioners



**A-1**  
**01-28-2020**

Board of Park Commissioners  
Regular Meeting  
Minutes

Thursday, January 9, 2020  
4:00 p.m. – 5:45 p.m.

Council Chambers  
401 N. Morton St.

**CALL TO ORDER**

The meeting was called to order by Les Coyne at 4:00 p.m.

**Board Present:** Les Coyne, Kathleen Mills, and Lisa Thatcher

**Staff Present:** Paula McDevitt, Becky Higgins, Leslie Brinson, Marcia Veldman, Sarah Mullin, Crystal Ritter, and Kim Clapp

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes - None
- A-2. Approval of Claims - 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**

**B-1. Public Comment Period** – None

**B-2. Bravo Award** – None

**B-3. Parks Partner Award** – None

**B-4. Staff Introduction** – None

**B-5. Staff Recognition** – None

**C. OTHER BUSINESS**

**C-1. Review/Approval of 2020 Bloomington Community Farmers' Market Staff Recommendation**

Mayor John Hamilton approached the podium. The market is a critical part of the local sustainable agriculture, and food equity efforts. It is too valuable to abandon as a city program, too important to the future to let wither. We need to do all that is possible to assure the market is truly inclusive and welcoming as a civic space. The administration urged the Board to allow the continued operation of the market in 2020, with adjustments and refinements.

Paula McDevitt, Administrator approached the podium. Sixty-seven years of experience, teamwork and dedication were relied on as staff navigated through an unprecedented 2019 Bloomington Community Farmers' Market Season. The department's success, accreditation status, and national award winning recognition is the result of not only the professional staff but the supportive City Administration, City Council, Board of Parks Commissions, Bloomington

Parks Foundation members, advisory boards, partners, volunteers and most importantly the community. If approved, the staff is committed to working, listening, creating and continuing the management of the Bloomington Community Farmers' Market.

Becky Higgins, Recreation Services Division Director approached the podium. In June of the 2019 Bloomington Community Farmers' Market Season, protests began against a vendor with ties to white supremacy. City staff had to respond to help ensure public safety and that the primary mission of the Market was fulfilled. Security and safety concerns caused the City to close the Market for two weeks. During the season, it was learned members of the community did not feel welcome at Market, and better communication was needed in regards to expected behavior at Market. Community input was received from surveys, public forums, mediated meetings, emails, telephone conversations, and in person conversations. Staff recommended the Bloomington Community Farmers' Market continue to be operated and managed, by the City of Bloomington Parks and Recreation Department.

The Board received comments from citizens, who voiced their support and concerns on the continuation of the Bloomington Farmers' Market being managed by the Bloomington Parks and Recreation Department.

Kathleen Mills stated: To some, casting off the farmers market from park department control solves the problem of Schooner Creek's presence as a vendor. It assumes that a privately-run market appear and will exclude this vendor. There is a line in a petition to Mayor Hamilton asking for the removal of Schooner Creek that reads: "*We have no preference as to whether the market remain public or private as long as the white supremacist vendor is removed.*" But many, many other people do have a preference. Making the market private doesn't **solve** a problem, it creates several new ones, ones that would not be managed by the experienced people and the considerable resources available through the parks department. Problems that would be up to some other unknown entity to grapple with. It carelessly put the livelihoods of 125 small farmers and gardeners, 17 prepared food vendors and 87 artists up to chance.

Every vendor I have spoken with, and those who signed off on an eloquently written defense of a public market that appeared in the H-T, has emphasized the need for the city to continue running the market. They expressed myriad concerns to me about privately-run markets: who among the already overworked farmers will take on the administration of the market? Who will vet the vendor applications? Where will the market be located? Will the site have electricity, water, security, and shade? Will this private market offer cultural and arts programming? Will the board of this private market be unbiased in selecting fellow vendors to participate? Will it be welcoming to new farmers just starting out? The unknowns also stretch to vulnerable members of our city who benefit from the fresh produce at the market. Will this private market offer SNAP and WIC benefits and senior vouchers to Bloomington's most needy? What about our market's arrangement to donate fruits and vegetables to Mother Hubbard's Cupboard?

Essentially, who steps into the void? What if no one does and the market dies?

I believe, and I think most of our community agrees, that our market is too valuable a tradition and a resource to cast its future out into the unknown.

So I do not support the parks department relinquishing its control of the market. However, going forward, some changes to the rules and regulations governing the market obviously must be made. The Parks Dept. has been heavily burdened by the responsibilities of the market during this past season. Marcia and Becky and Paula and others worked countless extra hours to ensure that the market was open and safe.

Efforts to respond to visitors' concerns have been ongoing. I am especially heartened by the creation of the Broadening Inclusion subcommittee and look forward to its recommendations for reaching out to a greater diversity of vendors.

As well, some very positive changes are being implemented in the revised vendor application process and handbook. Becky has outlined some of those in her comments and I would like to note two of them.

There is new, extensive language in the vendor handbook that vendors and stand assistants must not engage in behavior outside of the market that reflects poorly on the market or the city of Bloomington.

There is also a further clarification of protest areas at the market. I realize that some people will find the continued regulations on the manner of protest at the market to be onerous. Over the course of my life, I have protested on various



issues at various times. I respect protesters. But courts have ruled time and again that various kinds of detestable speech are protected and that municipalities can regulate the place and manner of speech.

Supreme Court Justice Anthony Kennedy said, in a 2017 case that upheld the First Amendment's protection of hate speech, "A law that can be directed against speech found offensive to some portion of the public can be turned against minority and dissenting views to the detriment of all."

Others may ask if these new guidelines will be enough to return our beloved market to its harmonious former self. There are, of course, no guarantees, but I think we have seen ample evidence that our parks department has decades of experience managing a vibrant farmers market, running hundreds of programs for tens of thousands of people throughout the city, and creating a brand new Switchyard Park literally out of nothing. So are there guarantees? No, but I feel positively about our **city-run** farmers market's future and look forward to its opening day.

Lisa Thatcher stated: Abilities. I have heard the local community speak. At first, the community asked the City of Bloomington to remove a vendor from the Market but following the December Farmers' Market Advisory Council (FMAC) meeting, the loudest voices shifted to ask the Market to stay as is just as long as it still operated by the City. The results from the City's survey also show a shift in focus from the community wanting vendor removal to shifting focus on removal of protestors – a shift has happened.

Our Board does not have the power to make a choice regarding the handling of Constitutionally-based matters for the City – a good thing considering that we are not democratically-elected individuals but rather volunteers who were appointed. What we do have the power to do is to accept or deny the plan for the Market recommended by the Parks Department staff.

The Department has worked with the Office of the Mayor, the Community and Family Resources Department, and the Legal Department – with input from the community and FMAC to create a plan. The plan we are presented with today recommends to continue operating the Market and includes proposed changes to the contract – but these changes do not supersede the US Constitution and, therefore, we are not here today to go back to the original request and remove a vendor from Market.

Input. 2019 was my first year as a Commissioner and although I thought my duties would focus on helping to expand our City's park system, I have worked diligently to educate myself during my Freshman year to gather as much information as possible. There have been sessions with the Community Justice and Mediation Center and panels with legal experts and the ACLU. We have heard from organizations like Black Lives Matter and have gone through research compiled by No Space for Hate. We have seen activism from individuals and have seen the Purple Shirt Brigade in action. We have read the report from the Bridge Initiative and consumed articles from local media such as the Limestone Post up to national publications such as the New York Times.

In the recent weeks we have received a signed document with hundreds of signatures asking that the Market not continue as is – while also receiving a separate signed document with 2/3s of Market vendors asking, instead, for the Market to continue *as is*.

I have received emails pleading for us to keep the market open so that the livelihoods of vendors, many of which already live tenuously close to poverty, are protected. We have heard from the Bloomington Food Policy Council of the importance in offering the low barrier entry for vendors. I too am concerned about the economic impact of the City not hosting the Market, not only for fear of potentially plunging over 100 families into possible economic ruin but also for the potential loss of doubled SNAP benefits. I also acknowledge the issues with letting a program go from government control and allowing for management to be privatized.

Emotional connection. I sit on this Board with a dedicated member who has been attending or involved with the market longer than I have been alive but that does not mean that I lack an emotional attachment to this Market. I moved here in 1999 and didn't look back. I have adopted this city as my home, asked my parents to retire and relocated here, and have decided to raise my children here. Still sore and bleeding after the birth of my first child, my husband and I packed the diaper bag and we went to the Market. We strapped the tiny bundle of our child to my husbands' chest so nobody would try and touch our little early bird before his due date had even arrived. We walked down Info Alley, we were greeted by

so very many familiar faces as they welcomed this new, tiny, Bloomingtonian. I shopped for comfort foods to heal my body while my husband bought his coffee. This Market feels so much more than just a recurring event because it is so much more than that. It is memories, and community, and friends. Everyone has emotions in this because we aren't just talking about the Market – we are talking about Bloomington. Our memories are downright bucolic but that isn't where we are now – and we also need to acknowledge that these memories of landing in the Market feeling safe and welcomed was not always shared by all parts of our community.

I am hurt that there is so much hate inside of my community. I am angry that we are here. I am upset that this choice has been put in front of me. This doesn't feel like this should be up to me – but here we are. And if we had been listening better to the full range of our community members, then we would have had a better idea of the problems that are present and have been ongoing. Our community was shocked because we had not been listening to our fellow citizens. Why? Because of the privilege of it not having a direct and daily effect on us.

How do we move forward? Do we pull the plug and allow the Market to die or do we put it on life support for one more year? If we, as the Board, decide to resuscitate then that is a choice based in faith. Faith that the changes put in place will be honored and respected by those in power. Faith that spaces will be deliberately opened up to bring forward the portions of the community most impacted by hate into positions of respect, leadership, and influence. This is where I want to take a moment to gesture to our empty 4<sup>th</sup> Board member seat and to also call out that the Farmers' Market Advisory Committee will have a whopping 7 open positions on it. I hear you if you say you don't have faith in those that currently inhabit the spaces of power so I urge you to inhabit the spaces yourself and to put yourself at the table.

I do have faith in a group of players in this process which is the staff of the Parks Department. They fully admit that they have had a lot to learn and could have made different choices. My position allows me to see the amount of dedication in the staff to try and get this right. They have gone well beyond what their job descriptions entail, and they are all back again this year – They are sincerely committed to trying to making it better. I know they will do their part to improve the Market as best as they are able to. Which is why I recommend joining the FMAC – so that your voice may better reach the dedicated staff tasked with operating the Market.

So I do have faith but it is not blind – it is given to those who have demonstrated their dedication. Now, I ask the administration inside of the city to prove their commitment. I need to see concrete, definable, actionable change. I need to see collaboration and outreach to the minority groups inside of our community. I need to see the city focus on supporting minority individuals inside of the realm of food security – from listening and responding to the needs of minority farmers and vendors to continuing to expand SNAP benefit programming as well as uplifting the work done through the summer food programming at Banneker.

I need to see the city work with Bloomington Pride; Black Lives Matter; Black, Latino, and Asian churches; and persons of color who are business owners. I need to see that they are not just presented to but actually listened to – and that their advice leads to tangible changes. Although I think we need a vastly more comprehensive review of the racial dynamics of this city than the Bridge Report was able to provide – it did highlight that we have to focus on the issues such as confronting white supremacy in a systematic, city-wide way because the problems themselves are systematic and city-wide.

In the past few months I had been mentally preparing myself for this vote. Or so I thought. The question before this board today is not exactly the one I thought I would have. Are we being asked to remove a vendor? No, we are not. Are we being asked to expand programming to ensure City of Bloomington events are purposefully crafted with inclusion and diversity in mind? No, we are not. I want the question to somehow be different but that is not what is before me. Today, we are being asked to hold open the space of the Market, for one more year, so that necessary work has the time and physical space in which to take place.

We are being asked by the vendors to continue running the event series. This includes keeping the event running even with continued possibility of White supremacist organization members showing up in mass. Do you want it to continue because; in the words of Martin Niemöller's poem *First They Came* that you don't need to speak out because they simply haven't come for you yet. Or do you want it to stay open so the larger Bloomington community, or the City's administration, or the vendor community can have another opportunity to create change – but that they need the financial anchor of the Market continuing in order to have time to create an impact.

For months I assumed I would vote no because I assumed killing the Market was the war – but in fact, because we are not able to remove the desired vendor – this isn't the war. This is a single battle and I want to believe creating time will allow for better battle plans to be crafted for the benefit of our community. A year from now will the community come to us and tell us they are ready for us to let it go? I don't know what changes can be made to make the entirety of our community feel safe and welcomed at the Market but I do hope that the City and community is able to regroup to elicit positive change.

Maybe my privileges give me too much faith but at this point, I am just holding out hope that giving the Market one more year will allow for the time and space for substantive change to take place.

Les Coyne stated: I have been involved with this Market for many years, and it holds a special place in my heart. I am going to vote to continue it with the City. I have personally too much invested in it, as do many people. It is now clear to me that the community wants to see this market move on into the future. It is also clear that the community is capable of doing so, possibly more than any other city, to deal with the issues. The issues are complex and difficult but need to be addressed with maturity and a sense of common good. We need to take what we have learned through the extensive civil activity, and do our collective best to make the changes necessary through civil discord, mature interaction, and a common purpose that will generate results that enhance, not degenerate and deteriorate, what obviously needs done and make the Market better for all constituents in this unique and special community.

Kathleen Mills made a motion to approve for the City of Bloomington Parks Department to continue to operate the Bloomington Community Farmers' Market in 2020. Lisa Thatcher seconded the motion. Les Coyne it has been moved and seconded that we approve the proposal to continue the Market under the offices of the City. Any further questions, seeing none. Motion unanimously carried.

### **C-2 Review/Approval of Bloomington Community Farmers' Market 2020 Contract Materials**

Marcia Veldman, Program Coordinator to address the challenges faced in 2019, the 2020 farm vendor contract, handbook, exhibits, and rules of behavior have been revised. Some of the changes included are: the process for adding vendor/stand assistance has been clarified, mission statement has been updated, Tuesday Market will move to Switchyard Park. In regards to the Rules of Behavior for the Bloomington Community Farmers' Market, the boundaries of the Market are further clarified, as well as further defining activities that are not disruptive to the Market. Staff recommends approval of the Bloomington Farmers' Market 2020 Contract Materials.

The Board received comments from citizens, who voiced their concerns on the changes to the Bloomington Farmers' Market 2020 Contract Materials.

The Board request more time be given to the community to review the Bloomington Community Farmers' Market 2020 rules of behavior draft, and a final copy be presented to the Board at a later date for consideration.

Kathleen Mills made a motion to approve the Bloomington Community Farmers' Market 2020 farm vendor contract, handbook, exhibits, and mission statement. Lisa Thatcher seconded the motion. Les Coyne any further questions, seeing none. Motion was unanimously carried.

Kathleen Mills made a motion to table the Bloomington Community Farmers' Market 2020 rules of behavior draft. Lisa Thatcher seconded the motion. Les Coyne any further questions, seeing none. Motion unanimously carried.

### **C-3 Review/Approval of 2020 Food and Beverage Artisans Fees**

Due to time, item C-3 was removed from the agenda and will be presented at the January 28, 2020 Board of Park Commissioners meeting.

## **D REPORTS**

D-1. Operations Division – No Report

D-2 Recreations Division – No Report

D-3 Sports Division – No Report

D-4 Administration Division – No Report

**ADJOURNMENT**

Meeting adjourned at 5:50 p.m.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Kim Clapp".

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Kim Clapp

Secretary Board of Park Commissioners



# Board of Parks & Recreation Claim Register Bank

## Fees Sept 19

Invoice Date Range 10/27/19 - 10/27/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	.33
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$0.33
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 1	\$0.33
<b>Program 182500 - Frank Southern Center</b>										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	394.69
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$394.69
Program 182500 - Frank Southern Center Totals									Invoice Transactions 1	\$394.69
<b>Program 183500 - Golf Services</b>										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	2,672.94
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$2,672.94
Program 183500 - Golf Services Totals									Invoice Transactions 1	\$2,672.94
<b>Program 184000 - Natural Resources</b>										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	9.21
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$9.21
Program 184000 - Natural Resources Totals									Invoice Transactions 1	\$9.21
<b>Program 187001 - Adult Sports-Softball</b>										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	121.46
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$121.46
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 1	\$121.46
<b>Program 189501 - Cemeteries</b>										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	86.41
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$86.41
Program 189501 - Cemeteries Totals									Invoice Transactions 1	\$86.41
Department 18 - Parks & Recreation Totals									Invoice Transactions 6	\$3,285.04
Fund 200 - Parks and Recreation Gen (\$1301) Totals									Invoice Transactions 6	\$3,285.04
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	40.31
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$40.31
Program 181000 - Administration Totals									Invoice Transactions 1	\$40.31
<b>Program 181001 - Health &amp; Wellness</b>										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	6.14
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$6.14
Program 181001 - Health & Wellness Totals									Invoice Transactions 1	\$6.14
<b>Program 184500 - Youth Services -Juke Box</b>										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	140.43
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$140.43
Program 184500 - Youth Services -Juke Box Totals									Invoice Transactions 1	\$140.43
<b>Program 185000 - Twin Lakes Recreation Center</b>										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	687.42
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$687.42
Program 185000 - Twin Lakes Recreation Center Totals									Invoice Transactions 1	\$687.42
<b>Program 185002 - TLRC-Health &amp; Wellness</b>										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	2.78
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$2.78
Program 185002 - TLRC-Health & Wellness Totals									Invoice Transactions 1	\$2.78
<b>Program 185003 - TLRC-Basketball</b>										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	473.87
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$473.87
Program 185003 - TLRC-Basketball Totals									Invoice Transactions 1	\$473.87
<b>Program 186500 - Community Events</b>										
Account 53830 - Bank Charges										



# Board of Parks & Recreation Claim Register Bank Fees Sept 19

Invoice Date Range 10/27/19 - 10/27/19

18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051	10/27/2019	10/27/2019	10/27/2019	10/27/2019	120.16
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$120.16
				Program 186500 - Community Events Totals		Invoice Transactions 1		\$120.16
Program 186502 - Community Events-Gardens								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051	10/27/2019	10/27/2019	10/27/2019	10/27/2019	2.42
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$2.42
				Program 186502 - Community Events-Gardens Totals		Invoice Transactions 1		\$2.42
Program 186503 - Community Events-Farmers' Market								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051	10/27/2019	10/27/2019	10/27/2019	10/27/2019	18.67
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$18.67
				Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 1		\$18.67
Program 189003 - Operations-Open Shelters								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051	10/27/2019	10/27/2019	10/27/2019	10/27/2019	113.12
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$113.12
				Program 189003 - Operations-Open Shelters Totals		Invoice Transactions 1		\$113.12
				Department 18 - Parks & Recreation Totals		Invoice Transactions 10		\$1,605.32
				Fund 201 - Parks and Rec Non Reverting Totals		Invoice Transactions 10		\$1,605.32
				Grand Totals		Invoice Transactions 16		\$4,890.36



# Board of Parks & Recreation Claim Register

Invoice Date Range 12/02/19 - 12/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
<b>Department 18 - Parks &amp; Recreation</b>										
<b>Program 181000 - Administration</b>										
<b>Account 53210 - Telephone</b>										
1079 - AT&T	81233437001119	18- Landlines December	Paid by Check # 70842		12/02/2019	12/02/2019	12/02/2019	12/02/2019		2,018.27
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843		12/02/2019	12/02/2019	12/02/2019	12/02/2019		31.24
<b>Account 53210 - Telephone Totals</b>									<b>Invoice Transactions 2</b>	<b>\$2,049.51</b>
<b>Account 53910 - Dues and Subscriptions</b>										
5280 - PowerDMS, INC	Q-55911	18-Annual CAPRA National Accreditation	Paid by EFT # 32743		12/03/2019	12/03/2019	12/13/2019	12/13/2019		2,401.90
<b>Account 53910 - Dues and Subscriptions Totals</b>									<b>Invoice Transactions 1</b>	<b>\$2,401.90</b>
<b>Account 53990 - Other Services and Charges</b>										
54935 - Vermont Systems, INC	64568	18-RecTrac/WebTrac Annual Charges	Paid by EFT # 32811		12/03/2019	12/03/2019	12/13/2019	12/13/2019		6,654.00
<b>Account 53990 - Other Services and Charges Totals</b>									<b>Invoice Transactions 1</b>	<b>\$6,654.00</b>
<b>Program 181000 - Administration Totals</b>									<b>Invoice Transactions 4</b>	<b>\$11,105.41</b>
<b>Program 181100 - Marketing</b>										
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>										
6158 - RLR Associates, INC	01	18-trail logo and rebranding	Paid by EFT # 32755		12/03/2019	12/03/2019	12/13/2019	12/13/2019		19,400.00
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>									<b>Invoice Transactions 1</b>	<b>\$19,400.00</b>
<b>Account 53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843		12/02/2019	12/02/2019	12/02/2019	12/02/2019		41.69
<b>Account 53210 - Telephone Totals</b>									<b>Invoice Transactions 1</b>	<b>\$41.69</b>
<b>Account 53310 - Printing</b>										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7352	18-Griffy Lake prescribed burn letter	Paid by EFT # 32633		12/03/2019	12/03/2019	12/13/2019	12/13/2019		234.20
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7411	18-Kid City Break Days packets for schools	Paid by EFT # 32633		12/03/2019	12/03/2019	12/13/2019	12/13/2019		2,170.00
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7416	18-Veterans Day 5K postcards	Paid by EFT # 32633		12/03/2019	12/03/2019	12/13/2019	12/13/2019		70.00
<b>Account 53310 - Printing Totals</b>									<b>Invoice Transactions 3</b>	<b>\$2,474.20</b>
<b>Account 53320 - Advertising</b>										
6580 - Sound Management, LLC (WBWB/WHCC)	1N-1191129152	18-SYP grand opening spots on WHCC	Paid by EFT # 32778		12/03/2019	12/03/2019	12/13/2019	12/13/2019		500.00
<b>Account 53320 - Advertising Totals</b>									<b>Invoice Transactions 1</b>	<b>\$500.00</b>
<b>Account 53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	998679559	18- Renewal Domain	Paid by Check # 70857		12/03/2019	12/03/2019	12/13/2019	12/13/2019		154.99
<b>Account 53910 - Dues and Subscriptions Totals</b>									<b>Invoice Transactions 1</b>	<b>\$154.99</b>
<b>Account 53990 - Other Services and Charges</b>										
6648 - Garrett J Poortinga (Green Hat Media, LLC)	20191119	18- SYP Grand Opening Event Photography	Paid by EFT # 32742		12/03/2019	12/03/2019	12/13/2019	12/13/2019		445.00
6889 - Professional Golfcar Corporation	01-7519	18- 2 six passenger golf car rental for 2 days SYP	Paid by EFT # 32745		12/03/2019	12/03/2019	12/13/2019	12/13/2019		610.00
<b>Account 53990 - Other Services and Charges Totals</b>									<b>Invoice Transactions 2</b>	<b>\$1,055.00</b>
<b>Program 181100 - Marketing Totals</b>									<b>Invoice Transactions 9</b>	<b>\$23,625.88</b>
<b>Program 182001 - Aquatics - Bryan Pool</b>										
<b>Account 53140 - Exterminator Services</b>										
51538 - Economy Termite & Pest Control, INC	26154	18 - POOLS - Pest control	Paid by EFT # 32643		12/03/2019	12/03/2019	12/13/2019	12/13/2019		18.00
51538 - Economy Termite & Pest Control, INC	25404	18 - POOLS - Pest control	Paid by EFT # 32643		12/03/2019	12/03/2019	12/13/2019	12/13/2019		18.00
51538 - Economy Termite & Pest Control, INC	26918	18 - POOLS - Pest control	Paid by EFT # 32643		12/03/2019	12/03/2019	12/13/2019	12/13/2019		18.00
<b>Account 53140 - Exterminator Services Totals</b>									<b>Invoice Transactions 3</b>	<b>\$54.00</b>
<b>Account 53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843		12/02/2019	12/02/2019	12/02/2019	12/02/2019		31.24
<b>Account 53210 - Telephone Totals</b>									<b>Invoice Transactions 1</b>	<b>\$31.24</b>
<b>Account 53990 - Other Services and Charges</b>										
392 - Koorssen Fire & Security, INC	4945550	18 - Bryan Pool Fire Extinguisher Service	Paid by EFT # 32780		12/03/2019	12/03/2019	12/13/2019	12/13/2019		29.00
<b>Account 53990 - Other Services and Charges Totals</b>									<b>Invoice Transactions 1</b>	<b>\$29.00</b>
<b>Program 182001 - Aquatics - Bryan Pool Totals</b>									<b>Invoice Transactions 5</b>	<b>\$114.24</b>
<b>Program 182002 - Aquatics - Mills Pool</b>										
<b>Account 53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843		12/02/2019	12/02/2019	12/02/2019	12/02/2019		87.17
<b>Account 53210 - Telephone Totals</b>									<b>Invoice Transactions 1</b>	<b>\$87.17</b>
<b>Program 182002 - Aquatics - Mills Pool Totals</b>									<b>Invoice Transactions 1</b>	<b>\$87.17</b>
<b>Program 182500 - Frank Southern Center</b>										
<b>Account 52240 - Fuel and Oil</b>										
2708 - AmeriGas Propane, LP	3098981819	18 FSC Propane for Zamboni	Paid by EFT # 32589		12/03/2019	12/03/2019	12/13/2019	12/13/2019		204.80
<b>Account 52240 - Fuel and Oil Totals</b>									<b>Invoice Transactions 1</b>	<b>\$204.80</b>
<b>Account 52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	642678	18-Wet Floor Signs	Paid by EFT # 32699		12/03/2019	12/03/2019	12/13/2019	12/13/2019		33.98
5819 - Synchrony Bank	448789395538	18 FSC annubis mask for skate and scare prop	Paid by EFT # 32787		12/03/2019	12/03/2019	12/13/2019	12/13/2019		14.97



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Account 53630 - Machinery and Equipment Repairs			Account 52420 - Other Supplies Totals				Invoice Transactions 2	\$48.95
4902 - DEEM, LLC	922078	18 FSC Routine Compressor Maintenance	Paid by EFT # 32637	12/03/2019	12/03/2019	12/13/2019	12/13/2019	675.00
			Account 53630 - Machinery and Equipment Repairs Totals				Invoice Transactions 1	\$675.00
Account 53650 - Other Repairs								
4283 - Accurate Cutting Technologies, INC	53586	19 FSC Blade Sharpening for Zamboni	Paid by EFT # 32586	12/03/2019	12/03/2019	12/13/2019	12/13/2019	115.80
			Account 53650 - Other Repairs Totals				Invoice Transactions 1	\$115.80
Account 53920 - Laundry and Other Sanitation Services								
6279 - Destiny Easton (I Shine Cleaning, LLC)	4180	18 - FSC Bathroom BiWeekly Deep Cleaning	Paid by EFT # 32641	12/03/2019	12/03/2019	12/13/2019	12/13/2019	90.00
53657 - Plymate, INC	2884740	18-FSC Rug Cleaning Service	Paid by EFT # 32741	12/03/2019	12/03/2019	12/13/2019	12/13/2019	72.41
			Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 2	\$162.41
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	4945549	18 FSC Annual Koorsen Fire Extinguisher Service	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	58.00
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	\$58.00
Program 183500 - Golf Services			Program 182500 - Frank Southern Center Totals				Invoice Transactions 8	\$1,264.96
Account 52240 - Fuel and Oil								
14129 - C & S, INC	00400	18 - Gasoline & Diesel	Paid by EFT # 32613	12/03/2019	12/03/2019	12/13/2019	12/13/2019	2,159.63
			Account 52240 - Fuel and Oil Totals				Invoice Transactions 1	\$2,159.63
Account 52310 - Building Materials and Supplies								
6801 - Williams Scotsman, INC	7300346	18- storage trailer for construction	Paid by EFT # 32821	12/03/2019	12/03/2019	12/13/2019	12/13/2019	52.49
			Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 1	\$52.49
Account 52420 - Other Supplies								
53005 - Menards, INC	38008	18-Materials for Cascades Clubhouse	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	40.79
			Account 52420 - Other Supplies Totals				Invoice Transactions 1	\$40.79
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	44.84
			Account 53210 - Telephone Totals				Invoice Transactions 1	\$44.84
Account 53230 - Travel								
3560 - First Financial Bank / Credit Cards	LED712	18- Airline Tickets Golf Trade Show	Paid by Check # 70857	12/03/2019	12/03/2019	12/13/2019	12/13/2019	273.96
			Account 53230 - Travel Totals				Invoice Transactions 1	\$273.96
Account 53910 - Dues and Subscriptions								
54935 - Vermont Systems, INC	64567	18-Annual maintenance Tee Times and Progress	Paid by EFT # 32811	12/03/2019	12/03/2019	12/13/2019	12/13/2019	780.00
			Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1	\$780.00
Program 184000 - Natural Resources			Program 183500 - Golf Services Totals				Invoice Transactions 6	\$3,351.71
Account 52210 - Institutional Supplies								
392 - Koorsen Fire & Security, INC	4945918	18-Fire Extinguisher Inspection and	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	97.23
			Account 52210 - Institutional Supplies Totals				Invoice Transactions 1	\$97.23
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	643757	18-screws, cold chisel	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	26.29
			Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 1	\$26.29
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	72.93
			Account 53210 - Telephone Totals				Invoice Transactions 1	\$72.93
Program 184500 - Youth Services -Juke Box			Program 184000 - Natural Resources Totals				Invoice Transactions 3	\$196.45
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	4946017	18-AJB Fire Extinguisher Service	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	50.75
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	\$50.75
Program 186500 - Community Events			Program 184500 - Youth Services -Juke Box Totals				Invoice Transactions 1	\$50.75
Account 52420 - Other Supplies								
50722 - Bloomington Bagel Co., INC	INV-16402	18- Coffee and Tea for Artist Hospitality Suite at	Paid by EFT # 32601	12/03/2019	12/03/2019	12/13/2019	12/13/2019	66.71
3560 - First Financial Bank / Credit Cards	3012230115226661	18- Monthly Walmart Supplies	Paid by Check # 70857	12/03/2019	12/03/2019	12/13/2019	12/13/2019	30.39
4798 - Fun Express, LLC	699460550-01	18- prizes for winterpalooza	Paid by EFT # 32655	12/03/2019	12/03/2019	12/13/2019	12/13/2019	118.64
53005 - Menards, INC	38395	18- Sand, decorations, and salt for Holiday	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	41.82
			Account 52420 - Other Supplies Totals				Invoice Transactions 4	\$257.56
Account 53730 - Machinery and Equipment Rental								
536 - Chris Ramsey (KingSnake Sound Company)	140541	18- Sound Engineering and equipment rental for	Paid by EFT # 32748	12/03/2019	12/03/2019	12/13/2019	12/13/2019	325.00
			Account 53730 - Machinery and Equipment Rental Totals				Invoice Transactions 1	\$325.00
Account 53990 - Other Services and Charges								
2538 - Bloomington Chamber Singers, INC	108	18- 60-Minute Performance at the	Paid by EFT # 32602	12/03/2019	12/03/2019	12/13/2019	12/13/2019	400.00





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4598 - Susan Lorimer (Big Bounce Fun House Rentals)	4396903	18 - Trackless train rental - Holiday Market	Paid by EFT # 32706	12/03/2019	12/03/2019	12/13/2019	12/13/2019	1,065.00
6746 - Mitchell C Rice	11222019	18- Performance as St. Nick for Holiday Market	Paid by EFT # 32752	12/03/2019	12/03/2019	12/13/2019	12/13/2019	150.00
7021 - Jeffrey Ryan Shew (Bird-Dog Vintage & Vinyl)	0000001	18- 60-minute performance by the	Paid by EFT # 32769	12/03/2019	12/03/2019	12/13/2019	12/13/2019	200.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 4	\$1,815.00
Program 186500 - Community Events Totals							Invoice Transactions 9	\$2,397.56
Program 187001 - Adult Sports-Softball								
Account 52340 - Other Repairs and Maintenance								
53005 - Menards, INC	38925	18 - TLRC Storm Drain Repair	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	563.88
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1	\$563.88
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	27.20
Account 53210 - Telephone Totals							Invoice Transactions 1	\$27.20
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	4946015	18 TLSP Annual Koorsen Fire Extinguisher Service	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	308.75
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$308.75
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 3	\$899.83
Program 187202 - Youth Sports-Winslow								
Account 53650 - Other Repairs								
3880 - Mark E Cravens (EZ Open Garage Doors)	2542	18 - Winslow Maintenance Garage	Paid by EFT # 32632	12/03/2019	12/03/2019	12/13/2019	12/13/2019	116.00
Account 53650 - Other Repairs Totals							Invoice Transactions 1	\$116.00
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	4946005	18 - Winslow Fire Extinguisher Service	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	96.75
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$96.75
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions 2	\$212.75
Program 187208 - Youth Sports-Olcott								
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	4,396.09
Account 53840 - Lease Payments Totals							Invoice Transactions 1	\$4,396.09
Program 187208 - Youth Sports-Olcott Totals							Invoice Transactions 1	\$4,396.09
Program 187500 - Banneker								
Account 52310 - Building Materials and Supplies								
5819 - Synchro Bank	2920	18-BBCC-Tables	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	199.92
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1	\$199.92
Account 52340 - Other Repairs and Maintenance								
4073 - Terminix International	391142760	18-BBCC-November IPM	Paid by Check # 70874	12/03/2019	12/03/2019	12/13/2019	12/13/2019	45.00
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1	\$45.00
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	963.02
Account 53840 - Lease Payments Totals							Invoice Transactions 1	\$963.02
Account 53990 - Other Services and Charges								
6279 - Destiny Easton (I Shine Cleaning, LLC)	4113	18-BBCC-Monthly Cleaning	Paid by EFT # 32641	12/03/2019	12/03/2019	12/13/2019	12/13/2019	300.00
6279 - Destiny Easton (I Shine Cleaning, LLC)	4172	18-BBCC-November Cleaning	Paid by EFT # 32641	12/03/2019	12/03/2019	12/13/2019	12/13/2019	300.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2	\$600.00
Program 187500 - Banneker Totals							Invoice Transactions 5	\$1,007.94
Program 188001 - Inclusive Recreation								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	13.60
Account 53210 - Telephone Totals							Invoice Transactions 1	\$13.60
Program 188001 - Inclusive Recreation Totals							Invoice Transactions 1	\$13.60
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	1NBLM215950	18-gloves, fuston plug	Paid by EFT # 32649	12/03/2019	12/03/2019	12/13/2019	12/13/2019	186.62
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1	\$186.62
Account 52220 - Agricultural Supplies								
4574 - John Deere Financial (Rural King)	H02496	18-Crestmont Park-straw & grass seed-11/26/19	Paid by Check # 70861	12/03/2019	12/03/2019	12/13/2019	12/13/2019	139.89
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1	\$139.89
Account 52310 - Building Materials and Supplies								
409 - Black Lumber Co. INC	423346	18-treated lumber, concrete mix	Paid by EFT # 32598	12/03/2019	12/03/2019	12/13/2019	12/13/2019	29.74
334 - Irving Materials, INC	10798638	18-Poured concrete for Highland Village	Paid by EFT # 32684	12/03/2019	12/03/2019	12/13/2019	12/13/2019	205.50
334 - Irving Materials, INC	10798639	18-Poured concrete	Paid by EFT # 32684	12/03/2019	12/03/2019	12/13/2019	12/13/2019	173.26
394 - Kleindorfer Hardware & Variety	602745	18-supplies for memorial bench	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	11.24
394 - Kleindorfer Hardware & Variety	642588	18-supplies for memorial bench	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	5.62



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394 - Kleindorfer Hardware & Variety	604246	18-screws to install panel at SYP	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	6.00
53005 - Menards, INC	38025	18-3/4 (3/32CAT) 48X96 MDO	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	64.99
53005 - Menards, INC	38171	18-concrete resurfacers	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	27.98
7159 - The Fireplace Center, LLC	25210	18-Remote control for gas log insert @ SYP	Paid by EFT # 32793	12/03/2019	12/03/2019	12/13/2019	12/13/2019	100.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 9	\$624.33
Account 52340 - Other Repairs and Maintenance								
53005 - Menards, INC	38048	18-material for electrical panels at SYP	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	194.97
53005 - Menards, INC	38009	18-MF WIFI Inspec/Cam	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	149.99
53005 - Menards, INC	38361	18-MF WIFI Inspec/Cam	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	149.99
53005 - Menards, INC	38359	18-RETURN-Camera for snaking drains	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	(149.99)
4443 - The Sherwin Williams Company	1817-4	18-respirator for paint job	Paid by EFT # 32796	12/03/2019	12/03/2019	12/13/2019	12/13/2019	6.28
4443 - The Sherwin Williams Company	8394-1	18-supplies for SYP	Paid by EFT # 32796	12/03/2019	12/03/2019	12/13/2019	12/13/2019	8.57
4443 - The Sherwin Williams Company	8800-7	18-paint and supplies	Paid by EFT # 32796	12/03/2019	12/03/2019	12/13/2019	12/13/2019	246.71
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 7	\$606.52
Account 52420 - Other Supplies								
313 - Fastenal Company	IN8LM215910	18-(10) 2.5lb Class ABC fire extinguishers for ops	Paid by EFT # 32649	12/03/2019	12/03/2019	12/13/2019	12/13/2019	497.14
394 - Kleindorfer Hardware & Variety	642747	18-padlocks	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	59.50
394 - Kleindorfer Hardware & Variety	643893	18-padlocks	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	169.95
394 - Kleindorfer Hardware & Variety	603405	18-masterlocks	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	56.94
394 - Kleindorfer Hardware & Variety	603182	18-locks	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	102.50
394 - Kleindorfer Hardware & Variety	643495	18-padlocks	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	113.30
394 - Kleindorfer Hardware & Variety	603392	18- SYP Grand Opening Water Valve Keys	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	16.98
394 - Kleindorfer Hardware & Variety	602037	18- SYP Grand Opening Paint Marker	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	2.69
53005 - Menards, INC	37537	18- SYP Grand Opening Hard Hats	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	30.96
53005 - Menards, INC	37691	18- SYP Grand Opening 36" Platinum Runner	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	181.66
4394 - Richardson Enterprises of Blgtn,LLC (FastSlans)	INV-8373	18-(2) two-sided custom playground signs for	Paid by EFT # 32753	12/03/2019	12/03/2019	12/13/2019	12/13/2019	2,655.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSlans)	INV-9186	18-(2) signs for Interior of SYP Pavilion	Paid by EFT # 32753	12/03/2019	12/03/2019	12/13/2019	12/13/2019	146.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSlans)	INV-8736	18-Sign package for Interior of BPD	Paid by EFT # 32753	12/03/2019	12/03/2019	12/13/2019	12/13/2019	508.70
4394 - Richardson Enterprises of Blgtn,LLC (FastSlans)	INV-8769	18-42"x66" Dibond 3mm sign for SYM Building	Paid by EFT # 32753	12/03/2019	12/03/2019	12/13/2019	12/13/2019	667.23
4394 - Richardson Enterprises of Blgtn,LLC (FastSlans)	INV-8707	18-Interior sign package for SYP Pavillion	Paid by EFT # 32753	12/03/2019	12/03/2019	12/13/2019	12/13/2019	611.75
Account 52420 - Other Supplies Totals							Invoice Transactions 15	\$5,820.30
Account 53130 - Medical								
231 - Indiana University Health Bloomington, INC	00099761-00	18-DOT drug screenings for RFT staff	Paid by EFT # 32679	12/03/2019	12/03/2019	12/13/2019	12/13/2019	45.00
231 - Indiana University Health Bloomington, INC	00099762-00	18-DOT drug screenings for RFT staff	Paid by EFT # 32679	12/03/2019	12/03/2019	12/13/2019	12/13/2019	45.00
Account 53130 - Medical Totals							Invoice Transactions 2	\$90.00
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	249.25
Account 53210 - Telephone Totals							Invoice Transactions 1	\$249.25
Account 53610 - Building Repairs								
392 - Koorsen Fire & Security, INC	4945916	18-Annual fire extinguisher inspections	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	399.00
392 - Koorsen Fire & Security, INC	4945919	18-Annual fire extinguisher inspections	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	21.75
Account 53610 - Building Repairs Totals							Invoice Transactions 2	\$420.75
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1824126721	18-Uniform & mat laundry services	Paid by EFT # 32590	12/03/2019	12/03/2019	12/13/2019	12/13/2019	17.04
19171 - Aramark Uniform & Career Apparel Group, INC	1824117713	18-Uniform & mat laundry services	Paid by EFT # 32590	12/03/2019	12/03/2019	12/13/2019	12/13/2019	17.04
19171 - Aramark Uniform & Career Apparel Group, INC	1824144707	18-Uniform & mat laundry services	Paid by EFT # 32590	12/03/2019	12/03/2019	12/13/2019	12/13/2019	17.04
4175 - The Stables Events, LLC (Izzy's Rentals)	9300	18-Rental/service of (2) & service of (6) port-a-	Paid by EFT # 32797	12/03/2019	12/03/2019	12/13/2019	12/13/2019	795.00
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 4	\$846.12
Program 189000 - Operations Totals							Invoice Transactions 42	\$8,983.78
Program 189006 - Switchyard Property								
Account 53310 - Printing								
818 - Everywhere Signs, LLC	55613	18- SYP No Trespassing/Stay off the	Paid by EFT # 32648	12/03/2019	12/03/2019	12/13/2019	12/13/2019	1,150.00
Account 53310 - Printing Totals							Invoice Transactions 1	\$1,150.00



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52910 - Markey's Audio Visual, INC	10400458W	18- SYP Grand Opening Lighting	Paid by EFT # 32711	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3,309.30
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	\$3,309.30
			Program 189006 - Switchyard Property Totals				Invoice Transactions 2	\$4,459.30
Program 189500 - Landscaping								
Account 52220 - Agricultural Supplies								
52948 - Mays Greenhouse, LLC	27171	18- potting soil for hardwood cuttings, 18- potting soil	Paid by EFT # 32714	12/03/2019	12/03/2019	12/13/2019	12/13/2019	14.48
52948 - Mays Greenhouse, LLC	27164		Paid by EFT # 32714	12/03/2019	12/03/2019	12/13/2019	12/13/2019	89.95
			Account 52220 - Agricultural Supplies Totals				Invoice Transactions 2	\$104.43
Account 53230 - Travel								
7188 - Callen Jan Aster	111519	18-Travel Expense Fort Wayne IN Native Plant	Paid by EFT # 32591	12/03/2019	12/03/2019	12/13/2019	12/13/2019	36.00
7180 - Nicolas Martinez	111519	18-Travel Expense Fort Wayne IN Native Plant	Paid by EFT # 32713	12/03/2019	12/03/2019	12/13/2019	12/13/2019	36.00
7178 - Lacey Shaw	111519	18-Travel Expense Fort Wayne IN Native Plant	Paid by EFT # 32768	12/03/2019	12/03/2019	12/13/2019	12/13/2019	36.00
			Account 53230 - Travel Totals				Invoice Transactions 3	\$108.00
Account 53950 - Landfill								
908 - JB Salvage (Westside Auto Parts)	7350	18-Landfill November	Paid by EFT # 32690	12/03/2019	12/03/2019	12/13/2019	12/13/2019	225.00
908 - JB Salvage (Westside Auto Parts)	7349	18-Landfill November	Paid by EFT # 32690	12/03/2019	12/03/2019	12/13/2019	12/13/2019	325.00
908 - JB Salvage (Westside Auto Parts)	7260	18-Landfill October	Paid by EFT # 32690	12/03/2019	12/03/2019	12/13/2019	12/13/2019	225.00
			Account 53950 - Landfill Totals				Invoice Transactions 3	\$775.00
			Program 189500 - Landscaping Totals				Invoice Transactions 8	\$987.43
Program 189501 - Cemeteries								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	13.60
			Account 53210 - Telephone Totals				Invoice Transactions 1	\$13.60
			Program 189501 - Cemeteries Totals				Invoice Transactions 1	\$13.60
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
5080 - Metro Arborist Supplies (TreeStuff, INC)	INV-500159	18- 3/4" Rigging line, 200' length	Paid by EFT # 32715	12/03/2019	12/03/2019	12/13/2019	12/13/2019	284.99
			Account 52420 - Other Supplies Totals				Invoice Transactions 1	\$284.99
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	107.32
			Account 53210 - Telephone Totals				Invoice Transactions 1	\$107.32
			Program 189503 - Urban Forestry Totals				Invoice Transactions 2	\$392.31
			Department 18 - Parks & Recreation Totals				Invoice Transactions 113	\$64,360.76
			Fund 200 - Parks and Recreation Gen (S1301) Totals				Invoice Transactions 113	\$64,360.76
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 181001 - Health & Wellness								
Account 52420 - Other Supplies								
4549 - Kroger Limited Partnership I	460277	18 - snacks for Veterans 5K	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	48.56
			Account 52420 - Other Supplies Totals				Invoice Transactions 1	\$48.56
			Program 181001 - Health & Wellness Totals				Invoice Transactions 1	\$48.56
Program 182001 - Aquatics - Bryan Pool								
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	10,281.92
			Account 53840 - Lease Payments Totals				Invoice Transactions 1	\$10,281.92
			Program 182001 - Aquatics - Bryan Pool Totals				Invoice Transactions 1	\$10,281.92
Program 182002 - Aquatics - Mills Pool								
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	7,627.38
			Account 53840 - Lease Payments Totals				Invoice Transactions 1	\$7,627.38
			Program 182002 - Aquatics - Mills Pool Totals				Invoice Transactions 1	\$7,627.38
Program 182500 - Frank Southern Center								
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	14,397.41
			Account 53840 - Lease Payments Totals				Invoice Transactions 1	\$14,397.41
Account 53940 - Temporary Contractual Employee								
7175 - Devan Mackellar	120119	18 - Adult Hockey League Official	Paid by EFT # 32710	12/03/2019	12/03/2019	12/13/2019	12/13/2019	60.00
6697 - Samuel Markwood	120119	18 - Adult Hockey League Official	Paid by EFT # 32712	12/03/2019	12/03/2019	12/13/2019	12/13/2019	99.00
7173 - Justin Newey	120119	18 - Adult Hockey League Official	Paid by EFT # 32727	12/03/2019	12/03/2019	12/13/2019	12/13/2019	36.00
			Account 53940 - Temporary Contractual Employee Totals				Invoice Transactions 3	\$195.00
			Program 182500 - Frank Southern Center Totals				Invoice Transactions 4	\$14,592.41
Program 182501 - Frank Southern Center Concession								
Account 52330 - Street, Alley, and Sewer Material								
4610 - Hopscotch Coffee, LLC	3520	18 - FSC Coffee Beans	Paid by EFT # 32671	12/03/2019	12/03/2019	12/13/2019	12/13/2019	150.00



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5819 - Synchrony Bank	1476	18 - FSC Sams Club concession purchases	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	159.06
5819 - Synchrony Bank	5733	18 - FSC Sams Club concession purchases	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	494.52
			Account 52330 - Street, Alley, and Sewer Material Totals			Invoice Transactions 3		\$803.58
			Program 182501 - Frank Southern Center Concession Totals			Invoice Transactions 3		\$803.58
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street, Alley, and Sewer Material								
53619 - Ping, INC	15000941	18 - Clubs, bags, and accessories	Paid by EFT # 32740	12/03/2019	12/03/2019	12/13/2019	12/13/2019	612.75
53619 - Ping, INC	14883424	18 - Rebate	Paid by EFT # 32740	12/03/2019	12/03/2019	12/13/2019	12/13/2019	(52.75)
			Account 52330 - Street, Alley, and Sewer Material Totals			Invoice Transactions 2		\$560.00
			Program 183501 - Golf Course - Pro Shop Totals			Invoice Transactions 2		\$560.00
Program 184500 - Youth Services -Juke Box								
Account 53940 - Temporary Contractual Employee								
3805 - Margot Scholz	12619	18-AJB Ballroom Dance Instruction	Paid by Check # 70871	12/03/2019	12/03/2019	12/13/2019	12/13/2019	1,394.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 1		\$1,394.00
			Program 184500 - Youth Services -Juke Box Totals			Invoice Transactions 1		\$1,394.00
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								
4549 - Kroger Limited Partnership I	140195	18-Kid City Summer Camp Snacks	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	15.64
4549 - Kroger Limited Partnership I	154931	18-Kid City Summer Camp Snacks-11/14/19	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3.98
5819 - Synchrony Bank	000000 GQCYAX	18-Kid City Summer Camp Snacks & Supplies	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	104.96
			Account 52420 - Other Supplies Totals			Invoice Transactions 3		\$124.58
Account 53310 - Printing								
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7411	18-Kid City Break Days packets for schools	Paid by EFT # 32633	12/03/2019	12/03/2019	12/13/2019	12/13/2019	2,384.00
			Account 53310 - Printing Totals			Invoice Transactions 1		\$2,384.00
			Program 184501 - Youth Services-Kid City Camps Totals			Invoice Transactions 4		\$2,508.58
Program 185000 - Twin Lakes Recreation Center								
Account 43410 - Advertising								
6385 - RTU, INC (Cartvertising)	SN1666092	18- TLRC advertising- 1 year	Paid by Check # 70870	12/03/2019	12/03/2019	12/13/2019	12/13/2019	408.33
			Account 43410 - Advertising Totals			Invoice Transactions 1		\$408.33
Account 52210 - Institutional Supplies								
9269 - Ferguson Facilities Supply, HP Products	0020221	18 - TLRC Facility Supplies	Paid by EFT # 32650	12/03/2019	12/03/2019	12/13/2019	12/13/2019	659.17
9269 - Ferguson Facilities Supply, HP Products	0020221-1	18-paper liners for trash cans	Paid by EFT # 32650	12/03/2019	12/03/2019	12/13/2019	12/13/2019	31.40
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 2		\$690.57
Account 52310 - Building Materials and Supplies								
4443 - The Sherwin Williams Company	1782-0	18 - TLRC Facility Paint	Paid by EFT # 32796	12/03/2019	12/03/2019	12/13/2019	12/13/2019	215.18
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 1		\$215.18
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	193008	18 - TLRC - Volleyball Award T-shirts Fall	Paid by EFT # 32789	12/03/2019	12/03/2019	12/13/2019	12/13/2019	310.00
			Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1		\$310.00
Account 53150 - Communications Contract								
392 - Koorsen Fire & Security, INC	4952887	18 - TLRC Alarm Monitoring	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	102.82
			Account 53150 - Communications Contract Totals			Invoice Transactions 1		\$102.82
Account 53610 - Building Repairs								
53657 - Plymate, INC	2884732	18 - TLRC Entry Mat Service	Paid by EFT # 32741	12/03/2019	12/03/2019	12/13/2019	12/13/2019	75.99
			Account 53610 - Building Repairs Totals			Invoice Transactions 1		\$75.99
Account 53650 - Other Repairs								
392 - Koorsen Fire & Security, INC	4945557	18 - TLRC Annual Fire Extinguisher Inspection	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	172.00
			Account 53650 - Other Repairs Totals			Invoice Transactions 1		\$172.00
Account 53830 - Bank Charges								
3623 - US Bank	5527619	06-COB Indiana Park District Refunding 2017	Paid by EFT # 32806	12/03/2019	12/03/2019	12/13/2019	12/13/2019	500.00
			Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$500.00
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	65,659.40
			Account 53840 - Lease Payments Totals			Invoice Transactions 1		\$65,659.40
Account 53910 - Dues and Subscriptions								
454 - DirecTV, LLC	36921803889	18-Satellite Service	Paid by Check # 70845	12/02/2019	12/02/2019	12/02/2019	12/02/2019	216.22
			Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$216.22
			Program 185000 - Twin Lakes Recreation Center Totals			Invoice Transactions 11		\$68,350.51
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	112119	18-TLRC Fitness Specialist	Paid by EFT # 32594	12/03/2019	12/03/2019	12/13/2019	12/13/2019	50.00
13007 - Valeria A Decastro	112119	18-TLRC Fitness Specialist	Paid by EFT # 32636	12/03/2019	12/03/2019	12/13/2019	12/13/2019	75.00



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5274 - Catherine T Gossett	112119	18-TLRC Fitness Specialist	Paid by EFT # 32663	12/03/2019	12/03/2019	12/13/2019	12/13/2019	550.00
6602 - Pendah Jallow	112619	18-TLRC Fitness Specialist	Paid by EFT # 32687	12/03/2019	12/03/2019	12/13/2019	12/13/2019	90.00
7085 - Anna Khachatryan	111819	18-TLRC Fitness Specialist	Paid by EFT # 32695	12/03/2019	12/03/2019	12/13/2019	12/13/2019	25.00
1336 - Kristy L LeVert	112519	18-TLRC Fitness Specialist	Paid by EFT # 32703	12/03/2019	12/03/2019	12/13/2019	12/13/2019	62.50
7086 - Rivkah L Moore	112719	18-TLRC Fitness Specialist	Paid by EFT # 32721	12/03/2019	12/03/2019	12/13/2019	12/13/2019	125.00
5007 - Emeline P O'Connor	112619	18-TLRC Fitness Specialist	Paid by EFT # 32730	12/03/2019	12/03/2019	12/13/2019	12/13/2019	100.00
14093 - Allana Radacki	112719	18-TLRC Fitness Specialist	Paid by EFT # 32747	12/03/2019	12/03/2019	12/13/2019	12/13/2019	312.50
1973 - Megan M Stark	112619	18-TLRC Fitness Specialist	Paid by EFT # 32783	12/03/2019	12/03/2019	12/13/2019	12/13/2019	112.50
6722 - Claire Sunkel	111919	18-TLRC Fitness Specialist	Paid by EFT # 32786	12/03/2019	12/03/2019	12/13/2019	12/13/2019	80.00
5222 - Zane S Yeager	112019	18-TLRC Fitness Specialist	Paid by EFT # 32824	12/03/2019	12/03/2019	12/13/2019	12/13/2019	62.50
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 12		\$1,645.00
			Program 185002 - TLRC-Health & Wellness Totals			Invoice Transactions 12		\$1,645.00
Program 185003 - TLRC-Basketball								
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T92993	18-TLRC-Future Stars-T-shirts	Paid by EFT # 32789	12/03/2019	12/03/2019	12/13/2019	12/13/2019	260.00
			Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1		\$260.00
Account 53940 - Temporary Contractual Employee								
5377 - James D Acton	111919	18-Basketball Official	Paid by EFT # 32587	12/03/2019	12/03/2019	12/13/2019	12/13/2019	100.00
7184 - Larry Branam	111919	18-Basketball Official	Paid by EFT # 32608	12/03/2019	12/03/2019	12/13/2019	12/13/2019	80.00
7147 - Keith E Crittenden	112019	18-Basketball Official	Paid by EFT # 32635	12/03/2019	12/03/2019	12/13/2019	12/13/2019	100.00
6751 - Max Gorenstein	112019	18-Basketball Official	Paid by EFT # 32662	12/03/2019	12/03/2019	12/13/2019	12/13/2019	100.00
5005 - Jon Mitchell Hillenburg	112019	18-Basketball Official	Paid by EFT # 32668	12/03/2019	12/03/2019	12/13/2019	12/13/2019	180.00
5736 - John Justis	111219	18-Basketball Official	Paid by EFT # 32693	12/03/2019	12/03/2019	12/13/2019	12/13/2019	60.00
6285 - Peter LaMagna	112119	18-Basketball Official	Paid by EFT # 32701	12/03/2019	12/03/2019	12/13/2019	12/13/2019	80.00
6240 - Timothy A Lemper	111919	18-Basketball Official	Paid by EFT # 32702	12/03/2019	12/03/2019	12/13/2019	12/13/2019	60.00
6800 - Robert M Morgan	111919	18-Basketball Official	Paid by EFT # 32722	12/03/2019	12/03/2019	12/13/2019	12/13/2019	40.00
6741 - William Pahl	111419	18-Basketball Official	Paid by EFT # 32737	12/03/2019	12/03/2019	12/13/2019	12/13/2019	80.00
7156 - Anthony Sipes	111819	18-Basketball Official	Paid by EFT # 32775	12/03/2019	12/03/2019	12/13/2019	12/13/2019	80.00
7155 - Michael Scott Thompson	111319	18-Basketball Official	Paid by EFT # 32799	12/03/2019	12/03/2019	12/13/2019	12/13/2019	40.00
6414 - Trey A Von Bokern	111319	18-Basketball Official	Paid by EFT # 32813	12/03/2019	12/03/2019	12/13/2019	12/13/2019	60.00
7126 - Mickayla Wenzel	112119	18-Basketball Official	Paid by EFT # 32817	12/03/2019	12/03/2019	12/13/2019	12/13/2019	140.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 14		\$1,200.00
			Program 185003 - TLRC-Basketball Totals			Invoice Transactions 15		\$1,460.00
Program 185006 - TLRC-Concessions								
Account 52330 - Street, Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	6801209143	18 - TLRC Concessions Open PO	Paid by EFT # 32627	12/03/2019	12/03/2019	12/13/2019	12/13/2019	665.06
21145 - Sysco USA III, LLC	238106946	18 - TLRC Concessions Open PO	Paid by EFT # 32788	12/03/2019	12/03/2019	12/13/2019	12/13/2019	856.68
			Account 52330 - Street, Alley, and Sewer Material Totals			Invoice Transactions 2		\$1,521.74
			Program 185006 - TLRC-Concessions Totals			Invoice Transactions 2		\$1,521.74
Program 186500 - Community Events								
Account 52420 - Other Supplies								
4549 - Kroger Limited Partnership I	187456	18 - Pumpkins for activity at Pumpkin	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	92.00
4549 - Kroger Limited Partnership I	037534	18 - Pumpkins for activity at Pumpkin	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	43.34
4549 - Kroger Limited Partnership I	034657	18 - Pumpkins for activity at Pumpkin	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	56.57
			Account 52420 - Other Supplies Totals			Invoice Transactions 3		\$191.91
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	13.60
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$13.60
			Program 186500 - Community Events Totals			Invoice Transactions 4		\$205.51
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								
3855 - Jonathon Carpenter	2053	Market Bucks and Gift Certificates	Paid by EFT # 32615	12/03/2019	12/03/2019	12/13/2019	12/13/2019	60.00
12416 - Daniel J Graber	2051	Market Bucks and Gift Certificates	Paid by EFT # 32664	12/03/2019	12/03/2019	12/13/2019	12/13/2019	280.00
4428 - Nicolas S Schultz	2065	Market Bucks and Gift Certificates	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	20.00
4428 - Nicolas S Schultz	2060	Market Bucks and Gift Certificates	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	70.00



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6618 - James Sigman	2071	Market Bucks and Gift Certificates	Paid by EFT # 32773	12/03/2019	12/03/2019	12/13/2019	12/13/2019	5.00
5673 - Stephen Stoll	2047	Market Bucks and Gift Certificates	Paid by EFT # 32785	12/03/2019	12/03/2019	12/13/2019	12/13/2019	20.00
6495 - Wilderlove Farm, LLC	2052	Market Bucks and Gift Certificates	Paid by EFT # 32820	12/03/2019	12/03/2019	12/13/2019	12/13/2019	5.00
				Account 47230 - Gift Certificate Totals		Invoice Transactions 7		\$460.00
Account 47240 - EBT Market Bucks								
17532 - Kimberley Beesley-Shatto	2072	Market Bucks	Paid by EFT # 32596	12/03/2019	12/03/2019	12/13/2019	12/13/2019	54.00
4017 - Bizzy Bee Farm	2040	Market Bucks	Paid by EFT # 32597	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3.00
3855 - Jonathon Carpenter	2053	Market Bucks and Gift Certificates	Paid by EFT # 32615	12/03/2019	12/03/2019	12/13/2019	12/13/2019	351.00
3960 - Cortland V Carrington	2045	Market Bucks	Paid by EFT # 32616	12/03/2019	12/03/2019	12/13/2019	12/13/2019	33.00
3960 - Cortland V Carrington	2056	Market Bucks	Paid by EFT # 32616	12/03/2019	12/03/2019	12/13/2019	12/13/2019	6.00
3973 - Amanda Corry	2069	Market Bucks	Paid by EFT # 32631	12/03/2019	12/03/2019	12/13/2019	12/13/2019	261.00
6431 - Alvin M Fisher	2041	Market Bucks	Paid by EFT # 32653	12/03/2019	12/03/2019	12/13/2019	12/13/2019	51.00
6440 - Good Life Farms II, LLC	2049	Market Bucks	Paid by EFT # 32661	12/03/2019	12/03/2019	12/13/2019	12/13/2019	66.00
12416 - Daniel J Graber	2051	Market Bucks and Gift Certificates	Paid by EFT # 32664	12/03/2019	12/03/2019	12/13/2019	12/13/2019	894.00
2458 - Jason L Hobson (Sycamore Run Farm)	2057	Market Bucks	Paid by EFT # 32669	12/03/2019	12/03/2019	12/13/2019	12/13/2019	30.00
52276 - Hunter's Honey Farm	2062	Market Bucks	Paid by EFT # 32672	12/03/2019	12/03/2019	12/13/2019	12/13/2019	93.00
4347 - Daniel E McCullough	2050	Market Bucks	Paid by Check # 70863	12/03/2019	12/03/2019	12/13/2019	12/13/2019	12.00
4423 - New Ground Farm, LLC (Michael B Record)	2043	Market Bucks	Paid by EFT # 32725	12/03/2019	12/03/2019	12/13/2019	12/13/2019	15.00
4374 - Okle Lane Orchard (DO NOT USE)	2046	Market Bucks	Paid by Check # 70867	12/03/2019	12/03/2019	12/13/2019	12/13/2019	102.00
12409 - Jeffrey A Padgett	2058	Market Bucks	Paid by EFT # 32736	12/03/2019	12/03/2019	12/13/2019	12/13/2019	204.00
12430 - Luke Rhodes	2048	Market Bucks	Paid by EFT # 32751	12/03/2019	12/03/2019	12/13/2019	12/13/2019	30.00
12430 - Luke Rhodes	2063	Market Bucks	Paid by EFT # 32751	12/03/2019	12/03/2019	12/13/2019	12/13/2019	15.00
4428 - Nicolas S Schultz	2064	Market Bucks	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	201.00
4428 - Nicolas S Schultz	2065	Market Bucks and Gift Certificates	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	234.00
4428 - Nicolas S Schultz	2066	Market Bucks	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	477.00
4428 - Nicolas S Schultz	2059	Market Bucks	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	87.00
4428 - Nicolas S Schultz	2060	Market Bucks and Gift Certificates	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	192.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2042	Market Bucks	Paid by EFT # 32772	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2068	Market Bucks	Paid by EFT # 32772	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3.00
6618 - James Sigman	2071	Market Bucks and Gift Certificates	Paid by EFT # 32773	12/03/2019	12/03/2019	12/13/2019	12/13/2019	54.00
5673 - Stephen Stoll	2038	Market Bucks	Paid by EFT # 32785	12/03/2019	12/03/2019	12/13/2019	12/13/2019	198.00
5673 - Stephen Stoll	2047	Market Bucks and Gift Certificates	Paid by EFT # 32785	12/03/2019	12/03/2019	12/13/2019	12/13/2019	81.00
6623 - Twilight Dairy, LLC	2067	Market Bucks	Paid by EFT # 32804	12/03/2019	12/03/2019	12/13/2019	12/13/2019	99.00
5159 - Timothy A Vanzant	2055	Market Bucks	Paid by EFT # 32809	12/03/2019	12/03/2019	12/13/2019	12/13/2019	138.00
3666 - Marie Wagler	2044	Market Bucks	Paid by EFT # 32814	12/03/2019	12/03/2019	12/13/2019	12/13/2019	27.00
12425 - David W Widner	2070	Market Bucks	Paid by Check # 70876	12/03/2019	12/03/2019	12/13/2019	12/13/2019	27.00
12425 - David W Widner	2054	Market Bucks	Paid by Check # 70876	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3.00
6495 - Wilderlove Farm, LLC	2052	Market Bucks and Gift Certificates	Paid by EFT # 32820	12/03/2019	12/03/2019	12/13/2019	12/13/2019	30.00
				Account 47240 - EBT Market Bucks Totals		Invoice Transactions 33		\$4,074.00
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (Bloominfoods)	550502	18 - chestnuts for Holiday Market 11/30	Paid by EFT # 32603	12/03/2019	12/03/2019	12/13/2019	12/13/2019	170.00
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$170.00
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18 - Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	41.69
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$41.69
Account 53940 - Temporary Contractual Employee								
5865 - Sean N Breeden-Ost	113019	18 - Market - Mushroom Inspections	Paid by EFT # 32609	12/03/2019	12/03/2019	12/13/2019	12/13/2019	120.00
3875 - Sandra Salinas-Kobyika	120119	18 - Market - Custodial work	Paid by EFT # 32760	12/03/2019	12/03/2019	12/13/2019	12/13/2019	260.00
				Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 2		\$380.00
				Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 44		\$5,125.69
Program 187001 - Adult Sports-Softball								
Account 52420 - Other Supplies								



# Board of Parks & Recreation Claim Register

Invoice Date Range 12/02/19 - 12/13/19

11693 - The Award Center, INC	59474	18- TLSP 2019 Fall Softball Trophies/Plaques	Paid by EFT # 32792	12/03/2019	12/03/2019	12/13/2019	12/13/2019	330.00
Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$330.00		
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	17,542.18
Account 53840 - Lease Payments Totals				Invoice Transactions 1		\$17,542.18		
Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 2		\$17,872.18		
Program 187202 - Youth Sports-Winslow								
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	22,279.50
Account 53840 - Lease Payments Totals				Invoice Transactions 1		\$22,279.50		
Program 187202 - Youth Sports-Winslow Totals				Invoice Transactions 1		\$22,279.50		
Program 187503 - Banneker-Classes								
Account 52420 - Other Supplies								
Kroger J-91	91-11162019	18-BBCC-Thanksgiving Event Food	Paid by Check # 70880	12/03/2019	12/03/2019	12/13/2019	12/13/2019	766.01
53005 - Menards, INC	37580	18-BBCC-Paint Supplies	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	285.44
5819 - Synchrony Bank	8393	18-BBCC-Paint Day Food	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	116.93
5819 - Synchrony Bank	2921	18-BBCC-Teen Program Supplies	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	151.23
Account 52420 - Other Supplies Totals				Invoice Transactions 4		\$1,319.61		
Program 187503 - Banneker-Classes Totals				Invoice Transactions 4		\$1,319.61		
Program 189003 - Operations-Open Shelters								
Account 52420 - Other Supplies								
4394 - Richardson Enterprises of Bighn, LLC (FastSigns)	INV-8373	18-(2) two-sided custom playground signs for	Paid by EFT # 32753	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3,100.00
Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$3,100.00		
Program 189003 - Operations-Open Shelters Totals				Invoice Transactions 1		\$3,100.00		
Program 189006 - Switchyard Property								
Account 52420 - Other Supplies								
4549 - Kroger Limited Partnership I	404008	18- SYP Grand Opening Cuocakes Picnic Shelter-	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	199.50
5819 - Synchrony Bank	643739784555	18 SYP Hangers for Coat Racks	Paid by EFT # 32787	12/03/2019	12/03/2019	12/13/2019	12/13/2019	215.92
5819 - Synchrony Bank	3049	18- SYP Smart Television	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	189.88
4320 - The Lifeguard Store, INC	INV929261	18 SYP AED and case	Paid by EFT # 32795	12/03/2019	12/03/2019	12/13/2019	12/13/2019	1,260.00
Account 52420 - Other Supplies Totals				Invoice Transactions 4		\$1,865.30		
Program 189006 - Switchyard Property Totals				Invoice Transactions 4		\$1,865.30		
Program G18009 - 2018-2022 Leonard Springs Nature								
Account 53990 - Other Services and Charges								
234 - Monroe County Community School Corporation	33222	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	196.60
234 - Monroe County Community School Corporation	33221	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	196.60
234 - Monroe County Community School Corporation	33220	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	191.46
234 - Monroe County Community School Corporation	33139	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	200.83
234 - Monroe County Community School Corporation	33138	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	200.83
234 - Monroe County Community School Corporation	33056	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	205.64
234 - Monroe County Community School Corporation	33054	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	203.38
234 - Monroe County Community School Corporation	33055	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	203.38
234 - Monroe County Community School Corporation	32826	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	202.76
234 - Monroe County Community School Corporation	32825	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	245.99
234 - Monroe County Community School Corporation	32900	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	203.38
234 - Monroe County Community School Corporation	32901	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	172.64
234 - Monroe County Community School Corporation	32971	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	176.59
234 - Monroe County Community School Corporation	32972	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	176.59
Account 53990 - Other Services and Charges Totals				Invoice Transactions 14		\$2,776.67		
Program G18009 - 2018-2022 Leonard Springs Nature Totals				Invoice Transactions 14		\$2,776.67		
Program G19013 - 2019-20 Griffy Nature Days								
Account 53990 - Other Services and Charges								
234 - Monroe County Community School Corporation	33223	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	203.38
234 - Monroe County Community School Corporation	33224	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	203.38
234 - Monroe County Community School Corporation	33141	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	198.24
234 - Monroe County Community School Corporation	33140	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	198.24
234 - Monroe County Community School Corporation	33058	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	165.57



# Board of Parks & Recreation Claim Register

Invoice Date Range 12/02/19 - 12/13/19

234 - Monroe County Community School Corporation	33057	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	195.65
234 - Monroe County Community School Corporation	32827	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	237.28
234 - Monroe County Community School Corporation	32828	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	237.28
234 - Monroe County Community School Corporation	32829	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	202.76
234 - Monroe County Community School Corporation	32902	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	160.72
234 - Monroe County Community School Corporation	32903	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	185.30
234 - Monroe County Community School Corporation	32904	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	185.30
234 - Monroe County Community School Corporation	32974	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	175.02
234 - Monroe County Community School Corporation	32973	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	146.88

Account 53990 - Other Services and Charges Totals

Invoice Transactions 14

\$2,695.00

Program G19013 - 2019-20 Griffy Nature Days Totals

Invoice Transactions 14

\$2,695.00

Department 18 - Parks & Recreation Totals

Invoice Transactions 145

\$168,033.14

Fund 201 - Parks and Rec Non Reverting Totals

Invoice Transactions 145

\$168,033.14

Fund 977 - Parks 2016 GO Bond Proceeds  
Department 18 - Parks & Recreation  
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA  
Account 54510 - Other Capital Outlays  
1352 - Cornerstone Planning & Design INC 19-0037

18- 3rd St. and Crestmont Park Design	Paid by EFT # 32630	12/03/2019	12/03/2019	12/13/2019	12/13/2019	2,385.00
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 1		\$2,385.00
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals				Invoice Transactions 1		\$2,385.00
Department 18 - Parks & Recreation Totals				Invoice Transactions 1		\$2,385.00
Fund 977 - Parks 2016 GO Bond Proceeds Totals				Invoice Transactions 1		\$2,385.00
Grand Totals				Invoice Transactions 259		\$234,778.90





# Board of Parks & Recreation Claim Register

Invoice Date Range 11/27/19 - 11/27/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (51301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53210 - Telephone										
1079 - AT&T	849494855110919	18- AT&T Long Distance October Charges	Paid by Check # 70828		11/27/2019	11/27/2019	11/27/2019		11/27/2019	48.57
				Account 53210 - Telephone Totals				Invoice Transactions 1		48.57
				Program 181000 - Administration Totals				Invoice Transactions 1		48.57
Program 182001 - Aquatics - Bryan Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges In October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	(161.81)
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		(\$161.81)
				Program 182001 - Aquatics - Bryan Pool Totals				Invoice Transactions 1		(\$161.81)
Program 182002 - Aquatics - Mills Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges In October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	(269.88)
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		(\$269.88)
				Program 182002 - Aquatics - Mills Pool Totals				Invoice Transactions 1		(\$269.88)
Program 182500 - Frank Southern Center										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges In October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	5,049.04
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$5,049.04
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190548452111319	06-Cable Service	Paid by Check # 70836		11/27/2019	11/27/2019	11/27/2019		11/27/2019	93.58
				Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1		\$93.58
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002434772	18-Landfill	Paid by EFT # 32573		11/27/2019	11/27/2019	11/27/2019		11/27/2019	8.04
				Account 53950 - Landfill Totals				Invoice Transactions 1		\$8.04
				Program 182500 - Frank Southern Center Totals				Invoice Transactions 3		\$5,150.66
Program 183500 - Golf Services										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges In October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	516.49
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$516.49
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190485895111919	06-Cable Service	Paid by Check # 70837		11/27/2019	11/27/2019	11/27/2019		11/27/2019	112.86
				Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1		\$112.86
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002433967	18-Landfill December	Paid by EFT # 32573		11/27/2019	11/27/2019	11/27/2019		11/27/2019	(475.72)
				Account 53950 - Landfill Totals				Invoice Transactions 1		(\$475.72)
				Program 183500 - Golf Services Totals				Invoice Transactions 3		\$153.63
Program 184000 - Natural Resources										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges In October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	32.20
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$32.20
				Program 184000 - Natural Resources Totals				Invoice Transactions 1		\$32.20
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges In October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	662.94
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$662.94
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002434783	18-Landfill	Paid by EFT # 32573		11/27/2019	11/27/2019	11/27/2019		11/27/2019	225.00
				Account 53950 - Landfill Totals				Invoice Transactions 1		\$225.00
				Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 2		\$887.94
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges In October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	(231.49)
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		(\$231.49)
				Program 187202 - Youth Sports-Winslow Totals				Invoice Transactions 1		(\$231.49)
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges In October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	292.65
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$292.65
				Program 187208 - Youth Sports-Olcott Totals				Invoice Transactions 1		\$292.65
Program 187500 - Banneker										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges In October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	394.55
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$394.55



# Board of Parks & Recreation Claim Register

Invoice Date Range 11/27/19 - 11/27/19

Program 187500 - Bannetker Totals				Invoice Transactions 1		\$394.55		
Program 189000 - Operations								
Account 53510 - Electrical Services								
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840	11/27/2019	11/27/2019	11/27/2019	11/27/2019	2,411.70
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$2,411.70
				Program 189000 - Operations Totals		Invoice Transactions 1		\$2,411.70
Program 189501 - Cemeteries								
Account 53510 - Electrical Services								
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840	11/27/2019	11/27/2019	11/27/2019	11/27/2019	104.69
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$104.69
				Program 189501 - Cemeteries Totals		Invoice Transactions 1		\$104.69
				Department 18 - Parks & Recreation Totals		Invoice Transactions 17		\$8,813.41
				Fund 200 - Parks and Recreation Gen (\$1301) Totals		Invoice Transactions 17		\$8,813.41
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 184500 - Youth Services -Juke Box								
Account 53510 - Electrical Services								
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840	11/27/2019	11/27/2019	11/27/2019	11/27/2019	178.24
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$178.24
				Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 1		\$178.24
Program 185000 - Twin Lakes Recreation Center								
Account 53510 - Electrical Services								
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840	11/27/2019	11/27/2019	11/27/2019	11/27/2019	2,497.60
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$2,497.60
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002435377	18-Landfill	Paid by EFT # 32573	11/27/2019	11/27/2019	11/27/2019	11/27/2019	246.16
				Account 53950 - Landfill Totals		Invoice Transactions 1		\$246.16
				Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 2		\$2,743.76
Program 189006 - Switchyard Property								
Account 53510 - Electrical Services								
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840	11/27/2019	11/27/2019	11/27/2019	11/27/2019	48.81
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$48.81
				Program 189006 - Switchyard Property Totals		Invoice Transactions 1		\$48.81
				Department 18 - Parks & Recreation Totals		Invoice Transactions 4		\$2,970.81
				Fund 201 - Parks and Rec Non Reverting Totals		Invoice Transactions 4		\$2,970.81
				Grand Totals		Invoice Transactions 21		\$11,784.22

# REGISTER OF SPECIAL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/27/2019	Bank Fees				4,890.36
12/13/2019	Claims				234,778.90
	Sales Tax				
11/27/2019	Special Utility Claims				11,784.22
					<u>251,453.48</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 \$ 251,453.48

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

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

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

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



# Board of Parks & Recreation Claim Register

Invoice Date Range 01/13/20 - 01/24/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
<b>Department 18 - Parks &amp; Recreation</b>										
<b>Program 181000 - Administration</b>										
<b>Account 53910 - Dues and Subscriptions</b>										
53273 - National Recreation & Park Association (NRAPI)	20115861	18- CAPRA 2020 Annual Accreditation Fee	Paid by EFT # 33431		01/14/2020	01/14/2020	01/24/2020		01/24/2020	500.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$500.00
Program 181000 - Administration Totals									Invoice Transactions 1	\$500.00
<b>Program 181100 - Marketing</b>										
<b>Account 53310 - Printing</b>										
6775 - Lincoln Printing Corporation (The Jackson Group)	57951	18-WS 2020 Program Guide printing	Paid by EFT # 33413		01/14/2020	01/14/2020	01/24/2020		01/24/2020	24,140.00
3892 - Midwest Color Printing, INC	INW-12484	18-business cards for Hill, McCoy & Perry	Paid by EFT # 33421		01/14/2020	01/14/2020	01/24/2020		01/24/2020	167.75
53125 - Mr. Copy, INC	34336	18-February Kids Kraze	Paid by EFT # 33428		01/14/2020	01/14/2020	01/24/2020		01/24/2020	83.47
Account 53310 - Printing Totals									Invoice Transactions 3	\$24,391.22
<b>Account 53320 - Advertising</b>										
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_122919	18-December 2019 display ads and	Paid by EFT # 33373		01/14/2020	01/14/2020	01/24/2020		01/24/2020	942.04
Account 53320 - Advertising Totals									Invoice Transactions 1	\$942.04
<b>Account 53910 - Dues and Subscriptions</b>										
5511 - Bloomington Elite-BNI	2020 Room Dues	18-Annual 2020 Room Dues	Paid by EFT # 33330		01/14/2020	01/14/2020	01/24/2020		01/24/2020	240.00
203 - INDIANA UNIVERSITY	320970	18-Regis. for SPH Fall 2019 Career & Internship	Paid by Check # 71099		01/14/2020	01/14/2020	01/24/2020		01/24/2020	50.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 2	\$290.00
Program 181100 - Marketing Totals									Invoice Transactions 6	\$25,623.26
<b>Program 182001 - Aquatics - Bryan Pool</b>										
<b>Account 53510 - Electrical Services</b>										
223 - Duke Energy	73001012030122 20	18- Electric Charges for December	Paid by Check # 71075		01/13/2020	01/13/2020	01/13/2020		01/13/2020	155.28
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$155.28
<b>Account 53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 012820	18-Water Sewer Charges December	Paid by Check # 71067		01/13/2020	01/13/2020	01/13/2020		01/13/2020	208.06
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$208.06
<b>Account 53540 - Natural Gas</b>										
222 - Vectren	02507551660113 20	18-Natural Gas December Charges	Paid by Check # 71082		01/13/2020	01/13/2020	01/13/2020		01/13/2020	46.00
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$46.00
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 3	\$409.34
<b>Program 182002 - Aquatics - Mills Pool</b>										
<b>Account 53510 - Electrical Services</b>										
223 - Duke Energy	73001012030122 20	18- Electric Charges for December	Paid by Check # 71075		01/13/2020	01/13/2020	01/13/2020		01/13/2020	(101.74)
Account 53510 - Electrical Services Totals									Invoice Transactions 1	(\$101.74)
<b>Account 53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 012820	18-Water Sewer Charges December	Paid by Check # 71067		01/13/2020	01/13/2020	01/13/2020		01/13/2020	\$1.17
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$81.17
<b>Account 53540 - Natural Gas</b>										
222 - Vectren	50524084890109 20	18-Natural Gas December Charges	Paid by Check # 71085		01/13/2020	01/13/2020	01/13/2020		01/13/2020	46.00
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$46.00
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 3	\$25.43
<b>Program 182500 - Frank Southern Center</b>										
<b>Account 43220 - Facility Rentals</b>										
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit		01/17/2020	01/17/2020	01/17/2020			3,621.23
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$3,621.23
<b>Account 43260 - Equipment Rentals</b>										
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit		01/17/2020	01/17/2020	01/17/2020			366.77
Account 43260 - Equipment Rentals Totals									Invoice Transactions 1	\$366.77
<b>Account 52240 - Fuel and Oil</b>										
2708 - AmeriGas Propane, LP	3100779448	18 FSC Propane for Zamboni	Paid by EFT # 33308		01/13/2020	01/13/2020	01/13/2020		01/13/2020	183.61
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$183.61
<b>Account 53510 - Electrical Services</b>										
223 - Duke Energy	73001012030122 20	18- Electric Charges for December	Paid by Check # 71075		01/13/2020	01/13/2020	01/13/2020		01/13/2020	7,390.54
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$7,390.54
<b>Account 53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 012820	18-Water Sewer Charges December	Paid by Check # 71067		01/13/2020	01/13/2020	01/13/2020		01/13/2020	1,861.40
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$1,861.40
<b>Account 53540 - Natural Gas</b>										
222 - Vectren	02505732280113 20	18-Natural Gas December Charges	Paid by Check # 71085		01/13/2020	01/13/2020	01/13/2020		01/13/2020	912.78
6769 - EDF, INC (EDF Energy Services)	100423ES	06-CityFacNaturalGasComm	Paid by EFT # 33362		01/14/2020	01/14/2020	01/24/2020		01/24/2020	1,460.83
Account 53540 - Natural Gas Totals									Invoice Transactions 2	\$2,373.61



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Account 53650 - Other Repairs  
539 - Price Electric, INC

31926	18-FSC Repaired Loose J Box Connection in back	Paid by EFT # 33444	01/14/2020	01/14/2020	01/24/2020	01/24/2020	144.60
Account 53650 - Other Repairs Totals					Invoice Transactions 1		\$144.60
Program 182500 - Frank Southern Center Totals					Invoice Transactions 8		\$15,941.76

Program 183500 - Golf Services  
Account 43260 - Equipment Rentals  
204 - State Of Indiana

Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit	01/17/2020	01/17/2020	01/17/2020		408.00
Account 43260 - Equipment Rentals Totals					Invoice Transactions 1		\$408.00

Account 43380 - Other Services  
204 - State Of Indiana

Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit	01/17/2020	01/17/2020	01/17/2020		65.63
Account 43380 - Other Services Totals					Invoice Transactions 1		\$65.63

Account 47110 - Miscellaneous  
204 - State Of Indiana

Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit	01/17/2020	01/17/2020	01/17/2020		1.95
Account 47110 - Miscellaneous Totals					Invoice Transactions 1		\$1.95

Account 53510 - Electrical Services  
223 - Duke Energy

73001012030122 20	18- Electric Charges for December	Paid by Check # 71075	01/13/2020	01/13/2020	01/13/2020	01/13/2020	1,025.30
Account 53510 - Electrical Services Totals					Invoice Transactions 1		\$1,025.30

Account 53530 - Water and Sewer  
208 - City Of Bloomington Utilities

4159-001 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	1,314.40
208 - City Of Bloomington Utilities	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	1,692.59
Account 53530 - Water and Sewer Totals					Invoice Transactions 2		\$2,956.99

Account 53540 - Natural Gas  
222 - Vectren

11546255130108 20	18-Natural Gas December Charges	Paid by Check # 71085	01/13/2020	01/13/2020	01/13/2020	01/13/2020	152.23
Account 53540 - Natural Gas Totals					Invoice Transactions 1		\$152.23
Program 183500 - Golf Services Totals					Invoice Transactions 7		\$4,610.10

Program 184000 - Natural Resources  
Account 52340 - Other Repairs and Maintenance  
394 - Kleindorfer Hardware & Variety

641392	18-gas mix oil	Paid by EFT # 33409	01/14/2020	01/14/2020	01/24/2020	01/24/2020	4.76
Account 52340 - Other Repairs and Maintenance Totals					Invoice Transactions 1		\$4.76

Account 52420 - Other Supplies  
5819 - Synchrony Bank

457563596765	18-Amazon Supplies Winter	Paid by EFT # 33459	01/14/2020	01/14/2020	01/24/2020	01/24/2020	500.69
Account 52420 - Other Supplies Totals					Invoice Transactions 1		\$500.69

Account 53510 - Electrical Services  
223 - Duke Energy

73001012030122 20	18- Electric Charges for December	Paid by Check # 71075	01/13/2020	01/13/2020	01/13/2020	01/13/2020	32.52
Account 53510 - Electrical Services Totals					Invoice Transactions 1		\$32.52

Account 53910 - Dues and Subscriptions  
204 - State Of Indiana

61948	18- Background Criminal History Check	Paid by Check # 71109	01/14/2020	01/14/2020	01/24/2020	01/24/2020	7.00
204 - State Of Indiana	18-Aquatic Vegetation Control Permit for Griffy	Paid by Check # 71110	01/14/2020	01/14/2020	01/24/2020	01/24/2020	5.00
Account 53910 - Dues and Subscriptions Totals					Invoice Transactions 2		\$12.00

Account 53920 - Laundry and Other Sanitation Services  
4175 - The Stables Events, LLC (Jzy's  
Rentals)

9621	18-Wapehaml & Griffy Restroom Service	Paid by EFT # 33465	01/14/2020	01/14/2020	01/24/2020	01/24/2020	40.00
Account 53920 - Laundry and Other Sanitation Services Totals					Invoice Transactions 1		\$40.00
Program 184000 - Natural Resources Totals					Invoice Transactions 6		\$589.97

Program 186500 - Community Events  
Account 52420 - Other Supplies  
5819 - Synchrony Bank

5027 010920	18 - Towels	Paid by Check # 71112	01/14/2020	01/14/2020	01/24/2020	01/24/2020	12.88
Account 52420 - Other Supplies Totals					Invoice Transactions 1		\$12.88

Account 53910 - Dues and Subscriptions  
5228 - American Society of Composers,  
Authors & Publisher

12302020	18- Parks Music License	Paid by EFT # 33316	01/14/2020	01/14/2020	01/24/2020	01/24/2020	871.00
Account 53910 - Dues and Subscriptions Totals					Invoice Transactions 1		\$871.00
Program 186500 - Community Events Totals					Invoice Transactions 2		\$883.88

Program 187001 - Adult Sports-Softball  
Account 52430 - Uniforms and Tools  
798 - Winters Associates Promotional  
Products, INC

112924	18 TLSP Staff Shirt	Paid by EFT # 33478	01/14/2020	01/14/2020	01/24/2020	01/24/2020	35.30
Account 52430 - Uniforms and Tools Totals					Invoice Transactions 1		\$35.30

Account 53510 - Electrical Services  
223 - Duke Energy

73001012030122 20	18- Electric Charges for December	Paid by Check # 71075	01/13/2020	01/13/2020	01/13/2020	01/13/2020	1,381.64
Account 53510 - Electrical Services Totals					Invoice Transactions 1		\$1,381.64

Account 53530 - Water and Sewer  
208 - City Of Bloomington Utilities

4159-001 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	23.06
208 - City Of Bloomington Utilities	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	770.75
Account 53530 - Water and Sewer Totals					Invoice Transactions 2		\$793.81
Program 187001 - Adult Sports-Softball Totals					Invoice Transactions 4		\$2,210.75

Program 187202 - Youth Sports-Winslow



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Account 43220 - Facility Rentals 204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit	01/17/2020	01/17/2020	01/17/2020		32.54
				Account 43220 - Facility Rentals Totals		Invoice Transactions 1		\$32.54
Account 53510 - Electrical Services 223 - Duke Energy	73001012030122 20	18- Electric Charges for December	Paid by Check # 71075	01/13/2020	01/13/2020	01/13/2020	01/13/2020	123.25
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$123.25
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	4159-001 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	974.53
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$974.53
				Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 3		\$1,130.32
Program 187208 - Youth Sports-Olcott Account 43220 - Facility Rentals 204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit	01/17/2020	01/17/2020	01/17/2020		76.27
				Account 43220 - Facility Rentals Totals		Invoice Transactions 1		\$76.27
Account 53510 - Electrical Services 223 - Duke Energy	73001012030122 20	18- Electric Charges for December	Paid by Check # 71075	01/13/2020	01/13/2020	01/13/2020	01/13/2020	167.66
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$167.66
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	41187-001 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	389.39
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$389.39
				Program 187208 - Youth Sports-Olcott Totals		Invoice Transactions 3		\$633.32
Program 187500 - Banneker Account 43220 - Facility Rentals 204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit	01/17/2020	01/17/2020	01/17/2020		257.37
				Account 43220 - Facility Rentals Totals		Invoice Transactions 1		\$257.37
Account 52420 - Other Supplies 5819 - Synchrony Bank	000000 GQEXZZ	18-BBCC-Kitchen Supplies	Paid by Check # 71112	01/14/2020	01/14/2020	01/24/2020	01/24/2020	177.55
5819 - Synchrony Bank	457563596765	18-Amazon Supplies Winter	Paid by EFT # 33459	01/14/2020	01/14/2020	01/24/2020	01/24/2020	211.52
5819 - Synchrony Bank	588347593643	18-Amazon Footballs for Banneker Community	Paid by EFT # 33459	01/14/2020	01/14/2020	01/24/2020	01/24/2020	33.60
				Account 52420 - Other Supplies Totals		Invoice Transactions 3		\$422.67
Account 53140 - Exterminator Services 4973 - Terminix International	392169428	18-BBCC-Dec. IPM	Paid by Check # 71114	01/14/2020	01/14/2020	01/24/2020	01/24/2020	45.00
				Account 53140 - Exterminator Services Totals		Invoice Transactions 1		\$45.00
Account 53510 - Electrical Services 223 - Duke Energy	73001012030122 20	18- Electric Charges for December	Paid by Check # 71075	01/13/2020	01/13/2020	01/13/2020	01/13/2020	342.46
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$342.46
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	4159-001 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	97.74
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$97.74
Account 53540 - Natural Gas 222 - Vectren	03507450060108 20	18-Natural Gas December Charges	Paid by Check # 71085	01/13/2020	01/13/2020	01/13/2020	01/13/2020	280.22
6769 - EDF, INC (EDF Energy Services)	100423E5	06-CityFacNaturalGasComm	Paid by EFT # 33362	01/14/2020	01/14/2020	01/24/2020	01/24/2020	447.26
				Account 53540 - Natural Gas Totals		Invoice Transactions 2		\$727.48
Account 53630 - Machinery and Equipment Repairs 4497 - Abell Elevator Service Company (Oracle 1299208 Elevator)		18-BBCC-Yearly Elevator Service 2020	Paid by EFT # 33311	01/14/2020	01/14/2020	01/24/2020	01/24/2020	1,166.11
				Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 1		\$1,166.11
Account 53990 - Other Services and Charges 6279 - Destiny Easton (1 Shine Cleaning, LLC)	4220	18-BBCC-December Cleaning	Paid by EFT # 33360	01/14/2020	01/14/2020	01/24/2020	01/24/2020	225.00
204 - State Of Indiana	61953	18- Background Criminal History Check	Paid by Check # 71109	01/14/2020	01/14/2020	01/24/2020	01/24/2020	7.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		\$232.00
				Program 187500 - Banneker Totals		Invoice Transactions 12		\$3,290.83
Program 189000 - Operations Account 52210 - Institutional Supplies 313 - Fastenal Company	1N8LM4216273	18-Custodial supplies for shelters/restrooms	Paid by EFT # 33368	01/14/2020	01/14/2020	01/24/2020	01/24/2020	273.13
9269 - Ferguson Facilities Supply, HP Products #3400	0030528	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 33369	01/14/2020	01/14/2020	01/24/2020	01/24/2020	157.85
				Account 52210 - Institutional Supplies Totals		Invoice Transactions 2		\$430.98
Account 52230 - Garage and Motor Supplies 394 - Kleindorfer Hardware & Variety	641664	18-rocker switch	Paid by EFT # 33409	01/14/2020	01/14/2020	01/24/2020	01/24/2020	5.99
476 - Southern Indiana Parts, INC (Napa Auto Parts)	299698	18-whip hose, coupler	Paid by EFT # 33454	01/14/2020	01/14/2020	01/24/2020	01/24/2020	41.91
				Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 2		\$47.90
Account 52310 - Building Materials and Supplies 334 - Irving Materials, INC	10811674	18-Poured concrete for various jobs throughout	Paid by EFT # 33400	01/14/2020	01/14/2020	01/24/2020	01/24/2020	193.25



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394 - Kleindorfer Hardware & Variety	643592	18-screws, supply line, multi pack fuse	Paid by EFT # 33409	01/14/2020	01/14/2020	01/24/2020	01/24/2020	9.88
53005 - Menards, INC	41107	18-tool backpack, LED 4 pk, LED flush mount	Paid by Check # 71100	01/14/2020	01/14/2020	01/24/2020	01/24/2020	40.96
53005 - Menards, INC	40269	18-materials for pol substation to run PVC for	Paid by Check # 71100	01/14/2020	01/14/2020	01/24/2020	01/24/2020	23.43
53005 - Menards, INC	39984	18-plywood for AJB to patch floor for colortire	Paid by Check # 71100	01/14/2020	01/14/2020	01/24/2020	01/24/2020	38.51
53005 - Menards, INC	40629	18-MDO for SYP	Paid by Check # 71100	01/14/2020	01/14/2020	01/24/2020	01/24/2020	129.98
			Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 6				\$436.01
Account 52340 - Other Repairs and Maintenance								
5792 - Clark Truck Equipment Co., INC	55457	18-Replacement Tommy Liftgate for vehicle #874	Paid by EFT # 33344	01/14/2020	01/14/2020	01/24/2020	01/24/2020	3,587.00
394 - Kleindorfer Hardware & Variety	643103	18-bolt, washers, swivels	Paid by EFT # 33409	01/14/2020	01/14/2020	01/24/2020	01/24/2020	25.10
394 - Kleindorfer Hardware & Variety	641782	18-6" to 8" galv reducer, elbow galv	Paid by EFT # 33409	01/14/2020	01/14/2020	01/24/2020	01/24/2020	18.48
53005 - Menards, INC	41233	18-tools to replenish truck #008	Paid by Check # 71100	01/14/2020	01/14/2020	01/24/2020	01/24/2020	78.89
53005 - Menards, INC	40628	18-repair to ops heating system	Paid by Check # 71100	01/14/2020	01/14/2020	01/24/2020	01/24/2020	39.90
4443 - The Sherwin Williams Company	9996-2	18-paint for pavilion, E Butler restrooms	Paid by EFT # 33464	01/14/2020	01/14/2020	01/24/2020	01/24/2020	262.91
			Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 6				\$4,012.28
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	645233	18-key copies	Paid by EFT # 33409	01/14/2020	01/14/2020	01/24/2020	01/24/2020	6.00
53005 - Menards, INC	41107	18-tool backpack, LED 4 pk, LED flush mount	Paid by Check # 71100	01/14/2020	01/14/2020	01/24/2020	01/24/2020	107.98
			Account 52420 - Other Supplies Totals	Invoice Transactions 2				\$113.98
Account 52430 - Uniforms and Tools								
327 - Hoosier Workwear Outlet, INC	254519	18-Staff Safety Shoes	Paid by EFT # 33386	01/14/2020	01/14/2020	01/24/2020	01/24/2020	100.00
			Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1				\$100.00
Account 53160 - Instruction								
4698 - Indiana Lakes Management Society, INC	01528	18-Conference registration &	Paid by Check # 71096	01/14/2020	01/14/2020	01/24/2020	01/24/2020	110.00
			Account 53160 - Instruction Totals	Invoice Transactions 1				\$110.00
Account 53510 - Electrical Services								
223 - Duke Energy	7300101203012220	18- Electric Charges for December	Paid by Check # 71075	01/13/2020	01/13/2020	01/13/2020	01/13/2020	3,177.43
			Account 53510 - Electrical Services Totals	Invoice Transactions 1				\$3,177.43
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	42122-001012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	58.87
208 - City Of Bloomington Utilities	41294-001012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	45.33
208 - City Of Bloomington Utilities	39530-002012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	57.56
208 - City Of Bloomington Utilities	4159-001012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	969.70
208 - City Of Bloomington Utilities	14187-001012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	1,277.23
			Account 53530 - Water and Sewer Totals	Invoice Transactions 5				\$2,408.69
Account 53540 - Natural Gas								
222 - Vectren	0255189474011320	18-Natural Gas December Charges	Paid by Check # 71085	01/13/2020	01/13/2020	01/13/2020	01/13/2020	169.47
6769 - EDF, INC (EDF Energy Services)	100423ES	06-CityFacNaturalGasComm	Paid by EFT # 33362	01/14/2020	01/14/2020	01/24/2020	01/24/2020	468.18
			Account 53540 - Natural Gas Totals	Invoice Transactions 2				\$637.65
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	001824198903	18-Uniform & mat cleaning services for the	Paid by EFT # 33320	01/14/2020	01/14/2020	01/24/2020	01/24/2020	17.04
19171 - Aramark Uniform & Career Apparel Group, INC	1824171919	18-Uniform & mat cleaning services for the	Paid by EFT # 33320	01/14/2020	01/14/2020	01/24/2020	01/24/2020	17.04
19171 - Aramark Uniform & Career Apparel Group, INC	1824180912	18-Uniform & mat cleaning services for the	Paid by EFT # 33320	01/14/2020	01/14/2020	01/24/2020	01/24/2020	17.04
19171 - Aramark Uniform & Career Apparel Group, INC	1824189919	18-Uniform & mat cleaning services for the	Paid by EFT # 33320	01/14/2020	01/14/2020	01/24/2020	01/24/2020	17.04
4175 - The Stables Events, LLC (Izzy's Rentals)	9620	18-Service only of (6) & service & cleaning of (2)	Paid by EFT # 33465	01/14/2020	01/14/2020	01/24/2020	01/24/2020	795.00
			Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 5				\$863.16
Account 53950 - Landfill								
52226 - Hoosier Transfer Station-3140	3140-000017114	18-.65 tons waste from homeless camp clean-up	Paid by EFT # 33385	01/14/2020	01/14/2020	01/24/2020	01/24/2020	52.26
			Account 53950 - Landfill Totals	Invoice Transactions 1				\$52.26
			Program 189000 - Operations Totals	Invoice Transactions 34				\$12,390.34
Program 189006 - Switchyard Property								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	643683	18 SYP Misc hardware items, shovel, steel	Paid by EFT # 33409	01/14/2020	01/14/2020	01/24/2020	01/24/2020	65.54
394 - Kleindorfer Hardware & Variety	641633	18-hammer, allen wrench set, squeeze,	Paid by EFT # 33409	01/14/2020	01/14/2020	01/24/2020	01/24/2020	46.46
			Account 52420 - Other Supplies Totals	Invoice Transactions 2				\$112.00
Account 53510 - Electrical Services								
223 - Duke Energy	7300101203012220	18- Electric Charges for December	Paid by Check # 71075	01/13/2020	01/13/2020	01/13/2020	01/13/2020	2,028.44
			Account 53510 - Electrical Services Totals	Invoice Transactions 1				\$2,028.44



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Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	39530-002 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	4.32
Account 53530 - Water and Sewer Totals Invoice Transactions 1								\$4.32
Account 53540 - Natural Gas 222 - Vectren	02560439680113 20	18-Natural Gas December Charges	Paid by Check # 71085	01/13/2020	01/13/2020	01/13/2020	01/13/2020	856.57
Account 53540 - Natural Gas Totals Invoice Transactions 1								\$856.57
Program 189006 - Switchyard Property Totals Invoice Transactions 5								\$3,001.33
Program 189500 - Landscaping Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	42122-001 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	15.48
208 - City Of Bloomington Utilities	41294-001 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	148.41
208 - City Of Bloomington Utilities	39530-002 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	15.11
208 - City Of Bloomington Utilities	4159-001 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	151.64
208 - City Of Bloomington Utilities	14187-001 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	183.62
Account 53530 - Water and Sewer Totals Invoice Transactions 5								\$514.26
Program 189500 - Landscaping Totals Invoice Transactions 5								\$514.26
Program 189501 - Cemeteries Account 53510 - Electrical Services 223 - Duke Energy	73601012030122 20	18- Electric Charges for December	Paid by Check # 71075	01/13/2020	01/13/2020	01/13/2020	01/13/2020	380.49
Account 53510 - Electrical Services Totals Invoice Transactions 1								\$380.49
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	41294-001 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	231.76
Account 53530 - Water and Sewer Totals Invoice Transactions 1								\$231.76
Account 53540 - Natural Gas 222 - Vectren	21546282490108 20	18-Natural Gas December Charges	Paid by Check # 71085	01/13/2020	01/13/2020	01/13/2020	01/13/2020	34.35
222 - Vectren	21501905570108 20	18-Natural Gas December Charges	Paid by Check # 71085	01/13/2020	01/13/2020	01/13/2020	01/13/2020	37.23
6769 - EDF, INC (EDF Energy Services)	100423ES	06- CityFacNaturalGasComm	Paid by EFT # 33362	01/14/2020	01/14/2020	01/24/2020	01/24/2020	27.89
Account 53540 - Natural Gas Totals Invoice Transactions 3								\$99.47
Account 53910 - Dues and Subscriptions 3824 - Indiana Cemetery Association, INC	01-220	18-Annual membership fee to ICA for W.O &	Paid by EFT # 33390	01/14/2020	01/14/2020	01/24/2020	01/24/2020	77.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1								\$77.00
Program 189501 - Cemeteries Totals Invoice Transactions 6								\$788.72
Program 189503 - Urban Forestry Account 52220 - Agricultural Supplies 7402 - Nature's Way, INC	47408	18- Sentry ginkgo tree purchase and installation	Paid by EFT # 33432	01/14/2020	01/14/2020	01/24/2020	01/24/2020	390.00
Account 52220 - Agricultural Supplies Totals Invoice Transactions 1								\$390.00
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	41294-001 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	12.79
Account 53530 - Water and Sewer Totals Invoice Transactions 1								\$12.79
Account 53910 - Dues and Subscriptions 4484 - International Society of Arboriculture	960826	18-(3) Annual membership dues for ISA	Paid by EFT # 33397	01/14/2020	01/14/2020	01/24/2020	01/24/2020	260.00
4484 - International Society of Arboriculture	960829	18-(3) Annual membership dues for ISA	Paid by EFT # 33397	01/14/2020	01/14/2020	01/24/2020	01/24/2020	175.00
4484 - International Society of Arboriculture	960827	18-(3) Annual membership dues for ISA	Paid by EFT # 33397	01/14/2020	01/14/2020	01/24/2020	01/24/2020	175.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 3								\$610.00
Account 53990 - Other Services and Charges 7402 - Nature's Way, INC	47408	18- Sentry ginkgo tree purchase and installation	Paid by EFT # 33432	01/14/2020	01/14/2020	01/24/2020	01/24/2020	80.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1								\$80.00
Program 189503 - Urban Forestry Totals Invoice Transactions 6								\$1,092.79
Department 18 - Parks & Recreation Totals Invoice Transactions 114								\$73,636.40
Fund 200 - Parks and Recreation Gen (51301) Totals Invoice Transactions 114								\$73,636.40
Fund 201 - Parks and Rec Non Reverting Account 10002.1 - Petty Cash / Cash Change Cash Change 205 - City Of Bloomington	20-18 FSPR	18- Change Fund Flurry Scurry Pajama Run	Paid by Check # 71092	01/14/2020	01/14/2020	01/24/2020	01/24/2020	300.00
Account 10002.1 - Petty Cash / Cash Change Cash Change Totals Invoice Transactions 1								\$300.00
Department 18 - Parks & Recreation Program 181000 - Administration Account 53910 - Dues and Subscriptions 9031 - Indiana Park And Recreation Association	33374	18- 2020 Membership Dues	Paid by Check # 71098	01/14/2020	01/14/2020	01/24/2020	01/24/2020	1,817.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1								\$1,817.00
Program 181000 - Administration Totals Invoice Transactions 1								\$1,817.00
Program 182500 - Frank Southern Center Account 43220 - Facility Rentals 204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		10.93





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Account 53940 - Temporary Contractual Employee				Account 43220 - Facility Rentals Totals			Invoice Transactions 1	\$10.93
5384 - Kyle Calvert	010820	18-Hockey Official	Paid by EFT # 33334	01/14/2020	01/14/2020	01/24/2020	01/24/2020	176.00
Account 53940 - Temporary Contractual Employee Totals				Program 182500 - Frank Southern Center Totals			Invoice Transactions 1	\$176.00
							Invoice Transactions 2	\$186.93
Program 182501 - Frank Southern Center Concession								
Account 43290 - Concessions								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		21.75
				Account 43290 - Concessions Totals			Invoice Transactions 1	\$21.75
Account 43295 - Concessions FB Tax								
204 - State Of Indiana	Dec 2019 FB Tax	18-December 2019 FB Edit Tax		01/17/2020	01/17/2020	01/17/2020		14.75
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		103.48
				Account 43295 - Concessions FB Tax Totals			Invoice Transactions 2	\$118.23
Account 43340 - Pro Shop Sales								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		13.93
				Account 43340 - Pro Shop Sales Totals			Invoice Transactions 1	\$13.93
				Program 182501 - Frank Southern Center Concession Totals			Invoice Transactions 4	\$153.91
Program 183500 - Golf Services								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		22.78
				Account 43220 - Facility Rentals Totals			Invoice Transactions 1	\$22.78
Account 43290 - Concessions								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		104.14
				Account 43290 - Concessions Totals			Invoice Transactions 1	\$104.14
Account 43295 - Concessions FB Tax								
204 - State Of Indiana	Dec 2019 FB Tax	18-December 2019 FB Edit Tax		01/17/2020	01/17/2020	01/17/2020		.28
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		2.00
				Account 43295 - Concessions FB Tax Totals			Invoice Transactions 2	\$2.28
				Program 183500 - Golf Services Totals			Invoice Transactions 4	\$129.20
Program 183501 - Golf Course - Pro Shop								
Account 43340 - Pro Shop Sales								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		1,246.65
				Account 43340 - Pro Shop Sales Totals			Invoice Transactions 1	\$1,246.65
				Program 183501 - Golf Course - Pro Shop Totals			Invoice Transactions 1	\$1,246.65
Program 184000 - Natural Resources								
Account 53990 - Other Services and Charges								
4756 - White Buffalo, INC	2019-28	18- CHAP program for Deer Cull at Griffy Lake	Paid by EFT # 33476	01/14/2020	01/14/2020	01/24/2020	01/24/2020	27,953.52
				Account 53990 - Other Services and Charges Totals			Invoice Transactions 1	\$27,953.52
				Program 184000 - Natural Resources Totals			Invoice Transactions 1	\$27,953.52
Program 184500 - Youth Services -Juke Box								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		24.62
				Account 43220 - Facility Rentals Totals			Invoice Transactions 1	\$24.62
Account 53510 - Electrical Services								
223 - Duke Energy	7300101203012220	18- Electric Charges for December	Paid by Check # 71075	01/13/2020	01/13/2020	01/13/2020	01/13/2020	195.11
				Account 53510 - Electrical Services Totals			Invoice Transactions 1	\$195.11
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	73.53
				Account 53530 - Water and Sewer Totals			Invoice Transactions 1	\$73.53
Account 53540 - Natural Gas								
222 - Vectren	7953530485011320	18-Natural Gas December Charges	Paid by Check # 71085	01/13/2020	01/13/2020	01/13/2020	01/13/2020	140.16
6769 - EDF, INC (EDF Energy Services)	100423ES	06-CityFacNaturalGasComm	Paid by EFT # 33362	01/14/2020	01/14/2020	01/24/2020	01/24/2020	154.75
				Account 53540 - Natural Gas Totals			Invoice Transactions 2	\$294.91
				Program 184500 - Youth Services -Juke Box Totals			Invoice Transactions 5	\$588.17
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	000000 GQFWVH	18-AJB Entry Mats	Paid by Check # 71112	01/14/2020	01/14/2020	01/24/2020	01/24/2020	16.54
5819 - Synchrony Bank	000000 GQFDOG	18-Rug Doctor Carpet Cleaner for AJB	Paid by Check # 71112	01/14/2020	01/14/2020	01/24/2020	01/24/2020	307.86
				Account 52420 - Other Supplies Totals			Invoice Transactions 2	\$324.40
				Program 184501 - Youth Services-Kid City Camps Totals			Invoice Transactions 2	\$324.40
Program 185000 - Twin Lakes Recreation Center								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		1,602.30
				Account 43220 - Facility Rentals Totals			Invoice Transactions 1	\$1,602.30
Account 52210 - Institutional Supplies								



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9269 - Ferguson Facilities Supply, HP Products #3400	0020221-2	18 - TLRC Facility Institutional Supplies	Paid by EFT # 33369	01/14/2020	01/14/2020	01/24/2020	01/24/2020	31.40
Account 52210 - Institutional Supplies Totals								\$31.40
Invoice Transactions 1								
Account 52310 - Building Materials and Supplies								
294 - All-Phase Electric Supply, INC	0740-587893	18 - TLRC Electrical Supplies	Paid by EFT # 33312	01/14/2020	01/14/2020	01/24/2020	01/24/2020	92.70
5819 - Synchrony Bank	457563596765	18-Amazon Supplies Winter	Paid by EFT # 33459	01/14/2020	01/14/2020	01/24/2020	01/24/2020	47.83
Account 52310 - Building Materials and Supplies Totals								\$140.53
Invoice Transactions 2								
Account 52340 - Other Repairs and Maintenance								
5819 - Synchrony Bank	000000 GQGR0G	18 - TLRC Front Entry Outdoor Mats	Paid by Check # 71112	01/14/2020	01/14/2020	01/24/2020	01/24/2020	56.64
Account 52340 - Other Repairs and Maintenance Totals								\$56.64
Invoice Transactions 1								
Account 53510 - Electrical Services								
223 - Duke Energy	73001012030122 20	18- Electric Charges for December	Paid by Check # 71075	01/13/2020	01/13/2020	01/13/2020	01/13/2020	4,841.78
Account 53510 - Electrical Services Totals								\$4,841.78
Invoice Transactions 1								
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	39530-002 012820	18-Water Sewer Charges December	Paid by Check # 71067	01/13/2020	01/13/2020	01/13/2020	01/13/2020	572.07
Account 53530 - Water and Sewer Totals								\$572.07
Invoice Transactions 1								
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	100423ES	06-CityFacNaturalGasComm	Paid by EFT # 33362	01/14/2020	01/14/2020	01/24/2020	01/24/2020	464.27
Account 53540 - Natural Gas Totals								\$464.27
Invoice Transactions 1								
Account 53610 - Building Repairs								
53657 - Plymate, INC	2894924	18 - TLRC Entry Mat Service	Paid by EFT # 33441	01/14/2020	01/14/2020	01/24/2020	01/24/2020	75.99
53657 - Plymate, INC	2891517	18 - TLRC Entry Mat Service	Paid by EFT # 33441	01/14/2020	01/14/2020	01/24/2020	01/24/2020	75.99
Account 53610 - Building Repairs Totals								\$151.98
Invoice Transactions 2								
Program 185000 - Twin Lakes Recreation Center Totals								\$7,860.97
Invoice Transactions 10								
Program 185002 - TLRC-Health & Wellness								
Account 43370 - Other Sales								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit	01/17/2020	01/17/2020	01/17/2020		3.58
Account 43370 - Other Sales Totals								\$3.58
Invoice Transactions 1								
Account 53940 - Temporary Contractual Employee								
13007 - Valeria A Decastro	010920	18-TLRC Fitness Specialist	Paid by EFT # 33354	01/14/2020	01/14/2020	01/24/2020	01/24/2020	187.50
7207 - Ayaa Elghohary	011020	18-TLRC Fitness Specialist	Paid by EFT # 33363	01/14/2020	01/14/2020	01/24/2020	01/24/2020	125.00
5274 - Catherine T Gossett	010920	18-TLRC Fitness Specialist	Paid by EFT # 33376	01/14/2020	01/14/2020	01/24/2020	01/24/2020	181.25
6602 - Pendah Jallow	010920	18-TLRC Fitness Specialist	Paid by EFT # 33403	01/14/2020	01/14/2020	01/24/2020	01/24/2020	150.00
7085 - Anna Khachaturyan	010720	18-TLRC Fitness Specialist	Paid by EFT # 33406	01/14/2020	01/14/2020	01/24/2020	01/24/2020	75.00
1336 - Kristy L LeVert	010920	18-TLRC Fitness Specialist	Paid by EFT # 33411	01/14/2020	01/14/2020	01/24/2020	01/24/2020	62.50
7086 - Rhikah L Moore	010820	18-TLRC Fitness Specialist	Paid by EFT # 33427	01/14/2020	01/14/2020	01/24/2020	01/24/2020	93.75
5007 - Emeline P O'Connor	010920	18-TLRC Fitness Specialist	Paid by EFT # 33435	01/14/2020	01/14/2020	01/24/2020	01/24/2020	93.75
1973 - Megan M Stark	011020	18-TLRC Fitness Specialist	Paid by EFT # 33457	01/14/2020	01/14/2020	01/24/2020	01/24/2020	237.50
Account 53940 - Temporary Contractual Employee Totals								\$1,206.25
Invoice Transactions 9								
Program 185002 - TLRC-Health & Wellness Totals								\$1,209.83
Invoice Transactions 10								
Program 185006 - TLRC-Concessions								
Account 43290 - Concessions								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit	01/17/2020	01/17/2020	01/17/2020		180.58
Account 43290 - Concessions Totals								\$180.58
Invoice Transactions 1								
Account 43295 - Concessions FB Tax								
204 - State Of Indiana	Dec 2019 FB Tax	18-December 2019 FB Tax	Edit	01/17/2020	01/17/2020	01/17/2020		12.55
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit	01/17/2020	01/17/2020	01/17/2020		87.93
Account 43295 - Concessions FB Tax Totals								\$100.48
Invoice Transactions 2								
Account 43300 - Vending								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit	01/17/2020	01/17/2020	01/17/2020		40.60
Account 43300 - Vending Totals								\$40.60
Invoice Transactions 1								
Account 52330 - Street, Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	6801209497	18 - TLRC Concessions Beverage Purchase	Paid by EFT # 33345	01/14/2020	01/14/2020	01/24/2020	01/24/2020	1,391.13
5969 - Coca Cola Bottling CO. Consolidated	6801209375	18 - TLRC Concessions Beverage Purchase	Paid by EFT # 33345	01/14/2020	01/14/2020	01/24/2020	01/24/2020	1,648.72
4099 - Gold Medal Products CO.	155874	18 - TLRC Concession Item Purchase	Paid by EFT # 33374	01/14/2020	01/14/2020	01/24/2020	01/24/2020	280.00
5819 - Synchrony Bank	06437 011020	18 - TLRC Concession Item Purchase	Paid by Check # 71112	01/14/2020	01/14/2020	01/24/2020	01/24/2020	402.87
5819 - Synchrony Bank	6094	18 - TLRC Concession Item Purchase	Paid by Check # 71112	01/14/2020	01/14/2020	01/24/2020	01/24/2020	15.96
21145 - Sysco USA III, LLC	238157150	18 - TLRC Concession Item	Paid by EFT # 33460	01/14/2020	01/14/2020	01/24/2020	01/24/2020	2,180.56
Account 52330 - Street, Alley, and Sewer Material Totals								\$5,919.24
Invoice Transactions 6								
Account 53650 - Other Repairs								



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138 - Gooldy & Sons, INC	G 9848	18 - TLRC Walk-in Cooler Repair	Paid by EFT # 33375	01/14/2020	01/14/2020	01/24/2020	01/24/2020	111.00
Account 53650 - Other Repairs Totals						Invoice Transactions 1		\$111.00
Program 185006 - TLRC-Concessions Totals						Invoice Transactions 11		\$6,351.90
Program 186500 - Community Events								
Account 52420 - Other Supplies								
53005 - Menards, INC	41240	18 - hand wipes and rubber gloves for Winter	Paid by Check # 71100	01/14/2020	01/14/2020	01/24/2020	01/24/2020	15.88
5819 - Synchrony Bank	474696963589	18-Amazon Abominable Snow Man Ice Tray for Winter	Paid by EFT # 33459	01/14/2020	01/14/2020	01/24/2020	01/24/2020	4.70
5819 - Synchrony Bank	457563596765	18-Amazon Supplies	Paid by EFT # 33459	01/14/2020	01/14/2020	01/24/2020	01/24/2020	98.36
Account 52420 - Other Supplies Totals						Invoice Transactions 3		\$118.94
Program 186500 - Community Events Totals						Invoice Transactions 3		\$118.94
Program 186503 - Community Events-Farmers' Market								
Account 47240 - EBT Market Bucks								
3981 - Muddy Fork Farm & Bakery, LLC	2097	Market Bucks	Paid by EFT # 33429	01/14/2020	01/14/2020	01/24/2020	01/24/2020	6.00
Account 47240 - EBT Market Bucks Totals						Invoice Transactions 1		\$6.00
Program 186503 - Community Events-Farmers' Market Totals						Invoice Transactions 1		\$6.00
Program 187001 - Adult Sports-Softball								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		152.92
Account 43220 - Facility Rentals Totals						Invoice Transactions 1		\$152.92
Program 187001 - Adult Sports-Softball Totals						Invoice Transactions 1		\$152.92
Program 187202 - Youth Sports-Winslow								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		2.08
Account 43220 - Facility Rentals Totals						Invoice Transactions 1		\$2.08
Program 187202 - Youth Sports-Winslow Totals						Invoice Transactions 1		\$2.08
Program 189006 - Switchyard Property								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Edit Tax		01/17/2020	01/17/2020	01/17/2020		614.87
Account 43220 - Facility Rentals Totals						Invoice Transactions 1		\$614.87
Program 189006 - Switchyard Property Totals						Invoice Transactions 1		\$614.87
Department 18 - Parks & Recreation Totals						Invoice Transactions 58		\$48,717.29
Fund 201 - Parks and Rec Non Reverting Totals						Invoice Transactions 59		\$49,017.29
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016A - 2016 A FSC BBC Golf Rose Goat								
Account 54510 - Other Capital Outlays								
6208 - Best Buy Stores, L.P.	4164548	18-Electric wall ovens for Cascades Clubhouse	Paid by EFT # 33326	01/14/2020	01/14/2020	01/24/2020	01/24/2020	161.70
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$161.70
Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals						Invoice Transactions 1		\$161.70
Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP								
Account 54510 - Other Capital Outlays								
6208 - Best Buy Stores, L.P.	4164548	18-Electric wall ovens for Cascades Clubhouse	Paid by EFT # 33326	01/14/2020	01/14/2020	01/24/2020	01/24/2020	1,899.98
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$1,899.98
Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP Totals						Invoice Transactions 1		\$1,899.98
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP								
Account 54510 - Other Capital Outlays								
249 - Crider And Crider, INC	CriderAp3Waldron	15-Waldron, Hill, Buskirk Park Rehabilitation	Paid by EFT # 33350	01/14/2020	01/14/2020	01/24/2020	01/24/2020	65,774.11
18844 - First Financial Bank, N.A.	CriderAp3Waldron	15-Waldron, Hill, Buskirk Park Rehabilitation	Paid by Check # 71094	01/14/2020	01/14/2020	01/24/2020	01/24/2020	3,461.80
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 2		\$69,235.91
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals						Invoice Transactions 2		\$69,235.91
Department 18 - Parks & Recreation Totals						Invoice Transactions 4		\$71,297.59
Fund 977 - Parks 2016 GO Bond Proceeds Totals						Invoice Transactions 4		\$71,297.59
Fund 980 - 2018 BicentennialBnd Prcd900030								
Department 18 - Parks & Recreation								
Program 18018C - Entry Ways St Trees Alley Enhanc								
Account 54510 - Other Capital Outlays								
3444 - Rundell Ernstberger Associates, INC	191565-3	18-Gateway Design Fees	Paid by EFT # 33449	01/14/2020	01/14/2020	01/24/2020	01/24/2020	11,450.00
7059 - Eagle Ridge Civil Engineering Services, LLC	182-06	13-Downtown Alleys-Inv. date 12/27/19	Paid by EFT # 33359	01/14/2020	01/14/2020	01/24/2020	01/24/2020	865.00
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 2		\$12,315.00
Program 18018C - Entry Ways St Trees Alley Enhanc Totals						Invoice Transactions 2		\$12,315.00
Department 18 - Parks & Recreation Totals						Invoice Transactions 2		\$12,315.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals						Invoice Transactions 2		\$12,315.00
Grand Totals						Invoice Transactions 179		\$206,266.28

# REGISTER OF SPECIAL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/24/2020	Bank Fees				
	Claims				
	Sales Tax				206,266.28
	End of Year Claims				
					<u>206,266.28</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 \$ 206,266.28

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
12/20/2019	Payroll				133,406.92
					<u>133,406.92</u>

### ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 133,406.92

1

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

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

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

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

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/3/2020	Payroll				117,969.91
					<u>117,969.91</u>

### ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 117,969.91

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
1/17/2020	Payroll				120,784.48
					<u>120,784.48</u>

### ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 120,784.48

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

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

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

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



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2019-00019115	BA	GL	12/12/2019	Budget Amendment-Ops NR'ng Neg Lines				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
12/12/2019	201-18-189000-53990	Other Services and Charges			Budget Amendment-Ops NR'ng Neg Lines			10.00	.00
12/12/2019	201-18-189003-53830	Bank Charges			Budget Amendment-Ops NR'ng Neg Lines			25.00	.00
Number of Entries: 2								\$35.00	\$ .00





# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2019-00019120	BA	GL	12/12/2019	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
12/12/2019	201-18-182500-53310	Printing			Budget Amendment			500.00	.00
						Number of Entries: 1		\$500.00	\$ .00



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2019-00019114	BA	GL	12/12/2019	Budget Amendment-Neg Line Cell Tower Acct.(painting of SYMB)				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/12/2019	201-18-189001-53990	Other Services and Charges	Budget Amendment-Neg Line in Cell Tower Acct.		23,950.00	.00
Number of Entries: 1					<u>\$23,950.00</u>	<u>\$ .00</u>



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2019-00020071	BA	GL	12/26/2019	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
12/26/2019	201-18-182003-53160	Instruction			Budget Amendment			1,069.00	.00
						Number of Entries: 1		\$1,069.00	\$ .00





# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00000290	BA	GL	01/08/2020	Budget Amendment/Griffy Lake ND				



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2019-00019448	BA	GL	12/18/2019	Budget Amendment				



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2019-00019480	BA	GL	12/19/2019	Budget Amendment				
G/L Date	G/L Account Number	Account Description		Description		Source		Increase Amount	Decrease Amount
12/19/2019	201-18-189006-51120	Salaries and Wages - Temporary		Budget Amendment				400.00	.00
12/19/2019	201-18-189006-51210	FICA		Budget Amendment				30.00	.00
						Number of Entries: 2		<u>430.00</u>	<u>.00</u>



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2019-00019922	BA	GL	12/26/2019	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>			
12/26/2019	201-18-181100-52420	Other Supplies	Budget Amendment		92.00	.00			
12/26/2019	201-18-181100-53230	Travel	Budget Amendment		657.00	.00			
12/26/2019	201-18-181100-53990	Other Services and Charges	Budget Amendment		1,150.00	.00			
12/26/2019	201-18-182003-53830	Bank Charges	Budget Amendment		12.96	.00			
12/26/2019	201-18-182003-53940	Temporary Contractual Employee	Budget Amendment		548.25	.00			
12/26/2019	201-18-184501-53230	Travel	Budget Amendment		510.10	.00			
12/26/2019	201-18-185002-53940	Temporary Contractual Employee	Budget Amendment		5,175.00	.00			
12/26/2019	201-18-185003-53940	Temporary Contractual Employee	Budget Amendment		4,240.00	.00			
12/26/2019	201-18-187500-53990	Other Services and Charges	Budget Amendment		60.00	.00			
12/26/2019	201-18-G17013-51120	Salaries and Wages - Temporary	Budget Amendment		90.00	.00			
12/26/2019	201-18-G17013-51210	FICA	Budget Amendment		7.00	.00			
12/26/2019	201-18-G19009-53990	Other Services and Charges	Budget Amendment		1,485.00	.00			
					Number of Entries: 12				
						\$14,027.31			\$0.00



REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2018	2018	2018	2018	2019	2019	2019	
December	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	December	to date	Budget	December	to date	change
<b>General Fund</b>								
Administration	621,708	750,225	750,225	100.00%	754,420	758,283	100.51%	1.07%
Health & Wellness	105,923	104,807	104,807	100.00%	82,869	81,370	98.19%	-22.36%
Community Relations	414,953	391,579	391,579	100.00%	460,058	438,510	85.12%	11.99%
Aquatics	328,839	283,787	283,787	100.00%	312,312	313,737	100.46%	10.55%
Frank Southern Center	359,800	354,519	354,519	100.00%	359,863	325,424	90.43%	-8.21%
Golf Services	935,271	959,712	959,712	100.00%	1,010,569	989,556	97.92%	3.11%
Natural Resources	385,366	369,344	369,344	100.00%	396,163	344,801	87.04%	-6.65%
Youth Programs	60,195	59,033	59,033	100.00%	64,888	69,539	107.17%	17.80%
TLRC	284,750	283,707	283,707	100.00%	287,976	286,763	99.58%	1.08%
Community Events	414,238	399,144	399,144	100.00%	407,645	387,801	95.13%	-2.84%
Adult Sports	323,760	272,567	272,567	100.00%	242,956	263,260	108.36%	-3.41%
Youth Sports	271,744	293,957	293,957	100.00%	225,060	228,014	101.31%	-22.43%
BBCC	289,803	304,133	304,133	100.00%	320,540	308,233	96.16%	1.35%
Inclusive Recreation	78,403	77,988	77,988	100.00%	82,561	80,708	97.76%	3.49%
Operations	1,815,107	1,612,174	1,612,174	100.00%	1,964,968	1,766,848	89.92%	9.59%
Switchyard Property					47,452	47,202	99.47%	0.00%
Landscaping	303,041	283,395	283,395	100.00%	475,315	440,698	92.72%	55.51%
Cemeteries	182,605	177,353	177,353	100.00%	184,917	191,517	103.57%	7.99%
Urban Forestry	565,527	427,208	427,208	100.00%	569,707	657,294	115.37%	53.86%
<b>General Fund total:</b>	<b>7,741,033</b>	<b>7,404,634</b>	<b>7,404,634</b>	<b>100.00%</b>	<b>8,250,238</b>	<b>7,979,559</b>	<b>96.72%</b>	<b>7.76%</b>
<b>Non-Reverting Fund</b>								
Administration	14,650	4,294	4,294	100.00%	14,150	6,180	43.68%	43.91%
Health & Wellness	1,240	1,006	1,006	100.00%	1,376	1,961	142.46%	94.90%
Community Relations	4,650	2,739	2,739	100.00%	5,350	3,924	73.35%	0.00%
Aquatics	69,543	81,141	81,141	100.00%	61,716	98,130	159.00%	20.94%
Frank Southern Center	97,498	96,262	96,262	100.00%	93,697	104,544	111.58%	8.60%
Golf Services	133,709	93,048	93,048	100.00%	70,000	236,525	337.89%	154.20%
Natural Resources	53,485	67,116	67,116	100.00%	63,029	29,777	47.24%	0.00%
Youth Programs	209,805	226,311	226,311	100.00%	213,180	153,132	71.83%	-32.34%
*TLRC - day to day	470,944	431,896	431,896	100.00%	454,998	513,349	112.82%	18.86%
Community Events	179,343	171,651	171,651	100.00%	184,027	189,206	102.81%	10.23%
Adult Sports	199,830	161,782	161,782	100.00%	128,905	159,548	123.77%	-1.38%
Youth Sports	18,754	9,622	9,622	100.00%	8,919	53,273	597.27%	453.63%
BBCC	4,150	20,083	20,083	100.00%	1,610	4,903	304.52%	-75.59%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	70,185	70,185	100.00%	49,610	56,605	114.10%	-19.35%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	0	14,847	14,847	100.00%	0	12,737	0.00%	-14.21%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	6,883	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	4,750	5,700	5,700	100.00%	6,150	0	0.00%	0.00%
<b>N-R Fund subtotal:</b>	<b>1,481,546</b>	<b>1,457,685</b>	<b>1,457,685</b>	<b>100.00%</b>	<b>1,356,717</b>	<b>1,630,677</b>	<b>120.19%</b>	<b>11.87%</b>
TLRC - bond	671,945	671,945	671,945	100.00%	239,294	475,963	198.90%	0.00%
<b>N-R Fund total:</b>	<b>2,153,491</b>	<b>2,129,630</b>	<b>2,129,630</b>	<b>100.00%</b>	<b>1,596,011</b>	<b>2,106,640</b>	<b>131.99%</b>	<b>-1.08%</b>
<b>Other Misc Funds</b>								
15-16 MCCSC 21st Com L	884	38,189	38,189					
16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn						97		
18-19 MCCSC 21st Com Learn						14,288		
19-20 MCCSC 21st Com Learn						12,743		
Community Banneker Bus		45,000	45,000					
G14006 Out-of School Prg.								
G15008 Summer Food Prg	11,115	16,451	16,451		11,115	17,391		
G15009 Nature Days S/Star		0						
Griffy Lake Nature Day		7,187	7,187	100.00%		6,369		
Wapehani I-69 Mitigation		0		0.00%				
Leonard Springs Nature		9,027	9,027	100.00%		5,225		

Banneker Nature Day		4,800	4,800			4,499		
DNR Grant		0		0.00%				
Kaboom Play		451	451	100.00%				
Youth & Adolescent Phy Act		7,341	7,341	100.00%		7,778		
Goat Farm		0						
Giffy LARE		10,965	10,965			11,600		
<b>Other Misc Funds total:</b>	<b>11,999</b>	<b>139,411</b>	<b>139,411</b>	100.00%	<b>11,115</b>	<b>79,990</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,906,523</b>	<b>9,673,675</b>	<b>9,673,675</b>	<b>100.00%</b>	<b>9,857,364</b>	<b>10,166,188</b>	103.13%	<b>5.09%</b>

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues December 2019								
	2018	2018	2018	2018	2019	2019	2019	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	Budget	for year	December	to date	for year	December	to date	change
<b>General Fund</b>								
Taxes/Misc Revenue	6,258,520	6,296,466	6,296,466	100.00%	6,457,949	6,573,549	101.79%	4.40%
Administration	500	813	813	100.00%	500	3,090	617.94%	280.04%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	168,000	201,570	201,570	100.00%	198,000	193,191	97.57%	0.00%
Frank Southern	224,900	214,260	214,260	100.00%	201,300	223,101	110.83%	4.13%
Golf Services	526,700	577,582	577,582	100.00%	619,500	569,031	91.85%	-1.48%
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	10,700	12,135	12,135	100.00%	11,500	11,175	97.17%	-7.91%
Adult Sports	71,000	57,603	57,603	100.00%	51,000	49,965	97.97%	0.00%
Youth Sports	32,000	28,507	28,507	100.00%	30,000	41,769	139.23%	46.52%
BBCC	11,000	14,685	14,685	100.00%	12,000	13,010	108.41%	-11.41%
Operations	0	1,365	1,365	100.00%	0	534	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	31,050	35,833	35,833	100.00%	33,725	30,525	90.51%	-14.81%
Urban Forestry		30	30	100.00%		0	0.00%	0.00%
G17011 Urban Forestry		0	0	0.00%		0	0.00%	0.00%
<b>Subtotal Program Rev</b>	<b>1,075,850</b>	<b>1,144,383</b>	<b>1,144,383</b>	<b>100.00%</b>	<b>1,157,525</b>	<b>1,135,390</b>	<b>98.09%</b>	<b>-0.79%</b>
<b>General Fund Total</b>	<b>7,334,370</b>	<b>7,440,849</b>	<b>7,440,849</b>	<b>100.00%</b>	<b>7,615,474</b>	<b>7,708,939</b>	<b>101.23%</b>	<b>3.60%</b>
<b>Non-Reverting Fund</b>								
Administration	40,600	34,893	34,893	100.00%	40,600	34,800	85.72%	-0.26%
Health & Wellness	2,739	2,651	2,651	100.00%	4,840	2,350	48.55%	-11.35%
Community Relations	4,650	3,789	3,789	100.00%	5,400	2,400	44.44%	-36.65%
Aquatics	122,700	90,670	90,670	100.00%	108,200	88,089	81.41%	-2.85%
Frank Southern	151,900	118,136	118,136	100.00%	124,300	98,907	79.57%	-16.28%
Golf Services	158,500	147,204	147,204	100.00%	76,000	117,749	154.93%	-20.01%
Natural Resources	60,890	68,318	68,318	100.00%	70,000	71,161	101.66%	4.16%
Youth Programs	215,060	232,716	232,716	100.00%	215,500	248,728	115.42%	6.88%
*TLRC -Operational	763,029	751,990	751,990	100.00%	1,253,774	712,603	56.84%	-5.24%
Community Events	193,752	202,786	202,786	100.00%	196,541	208,808	106.24%	2.97%
Adult Sports	207,000	150,971	150,971	100.00%	132,400	131,295	99.17%	-13.03%
Youth Sports	19,500	10,500	10,500	100.00%	4,002	7,202	179.96%	-31.41%
BBCC	5,150	28,916	28,916	100.00%	5,250	14,599	278.08%	-49.51%
Operations	56,440	104,076	104,076	100.00%	64,800	63,317	97.71%	-39.16%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	0	0	0	0.00%	0	34,951	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,300	17,454	17,454	100.00%	9,500	9,553	100.56%	0.00%
<b>N-R Fund subtotal:</b>	<b>2,011,610</b>	<b>1,965,070</b>	<b>1,965,070</b>	<b>100.00%</b>	<b>2,311,507</b>	<b>1,846,513</b>	<b>79.88%</b>	<b>-6.03%</b>
<b>Other Misc Funds</b>								
G18-19 MCCSC 21st Com	60,000	32,434	32,434			18,767		
G19-20 MCCSC 21st Com						10,416		
G14009 Summer Food Grant	27,864	20,102	20,102		27,864	16,985		
Communit Banneker Bus		45,000	45,000					
Griffy LARE Veg. Mgt		10,965	10,965			2,800		
G15008 Leonard Spring		15,000	15,000					
G15009 Griffy Nature Days		4,967	4,967			4,991		
(902) Rose Hill Trust		745	745			1,119		
Banneker Nature Days		4,860	4,860			4,499		
Yth & Adolescent Phy Act		6,417	6,417		8,000	8,683		
Nature Days Star								
<b>Other Misc Funds total:</b>	<b>87,864</b>	<b>140,489</b>	<b>140,489</b>		<b>35,864</b>	<b>68,259</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,433,844</b>	<b>9,546,408</b>	<b>9,546,408</b>	<b>100.00%</b>	<b>9,962,845</b>	<b>9,623,712</b>	<b>96.60%</b>	<b>0.81%</b>

	<b>Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
		<b>Beginning</b>	<b>Revenue</b>	<b>Other</b>	<b>Expenses</b>	<b>Expenses</b>	<b>Current Year ONLY</b>	<b>Accumulated</b>
		<b>Balance</b>	<b>as of</b>	<b>Misc.</b>	<b>as of</b>	<b>from</b>	<b>Revenue</b>	<b>Balance</b>
		<b>1/1/2019</b>	<b>12/31/2019</b>	<b>revenue</b>	<b>12/31/2019</b>	<b>RESERVE *</b>	<b>Expense</b>	
							<b>Over/Under</b>	
						<b>see explanation below*</b>	<b>(does not include expenses taken from RESERVE)</b>	<b>THIS IS THE TOTAL ACCUMULATED AMOUNT</b>
181000	Administration	231,402.98	34,800.45		6,180.07	0.00	<b>28,620.38</b>	260,023.36
181001	Health & Wellness	9,024.60	2,350.00		1,960.78	0.00	<b>389.22</b>	9,413.82
181100	Community Relations	35,938.95	2,400.00		3,924.34	0.00	<b>(1,524.34)</b>	34,414.61
182001	Aquatics	399,096.17	88,089.13		98,129.71	0.00	<b>(10,040.58)</b>	389,055.59
182500	Frank Southern Center	196,910.51	98,907.23		104,544.05	0.00	<b>(5,636.82)</b>	191,273.69
183500	Golf Course	262,277.41	117,748.70		236,524.66	0.00	<b>(118,775.96)</b>	143,501.45
184000	Natural Resources	250,179.25	71,161.28		29,777.36	0.00	<b>41,383.92</b>	291,563.17
184500	Allison Jukebox	176,967.39	248,727.69		153,131.77	0.00	<b>95,595.92</b>	272,563.31
*185000	TLRC	<b>(1,308,814.34)</b>	630,693.04		989,312.35	0.00	<b>(358,619.31)</b>	<b>(1,667,433.65)</b>
185009	TLRC Reserve	647,424.15	81,909.97		0.00	0.00	<b>81,909.97</b>	729,334.12
186500	Community Events	502,959.86	208,808.26		189,206.20	0.00	<b>19,602.06</b>	522,561.92
187001	Adult Sports	63,189.34	131,295.20		159,547.99	0.00	<b>(28,252.79)</b>	34,936.55
187202	Youth Sports	105,516.73	7,201.97		53,272.54	0.00	<b>(46,070.57)</b>	59,446.16
187209	Skate Park	543.88	0.00		0.00	0.00	<b>0.00</b>	543.88
187500	Benjamin Banneker Comm Center	54,823.41	14,599.28		4,902.80	0.00	<b>9,696.48</b>	64,519.89
189000	Operations	171,098.51	63,316.95		56,604.95	0.00	<b>6,712.00</b>	177,810.51
189005	Dog Park	5,993.79	0.00		0.00	0.00	<b>0.00</b>	5,993.79
**189006	Switchyard Property	216,093.82	34,951.00		12,737.20	0.00	<b>22,213.80</b>	238,307.62
189500	Landscaping	12,704.36	0.00		0.00	0.00	<b>0.00</b>	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	<b>0.00</b>	1,497.00
189503	Urban Forestry	18,847.56	9,553.05		6,883.39	0.00	<b>2,669.66</b>	21,517.22
10002.01	Change Fund	0.00	0.00		0.00	0.00	<b>0.00</b>	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	<b>0.00</b>	0.00
	<b>TOTALS</b>	<b>2,053,675.33</b>	<b>1,846,513.20</b>	<b>0.00</b>	<b>2,106,640.16</b>	<b>0.00</b>	<b>(260,126.96)</b>	<b>1,793,548.37</b>
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds								<b>(260,126.96)</b>
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								<b>INCREASE/DECREASE FOR THE CURRENT</b>

Bloomington Parks and Recreation Surplus Declaration Form Jan-19

Jan-19

[illegible]



## STAFF REPORT

Agenda Item: B-2  
Date: 1/23/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Sarah Owen, Community Relations Coordinator  
**DATE:** January 28, 2020  
**SUBJECT:** BRAVO AWARD—Eunice Pak & Seojin Kwon

### Recommendation

The Bloomington Parks and Recreation Department would like to recognize both Eunice Pak and Seojin Kwon with this month's Bravo Award. This is in recognition of their ongoing service with the Department with a variety of volunteer opportunities.

### Background

We decidedly wanted to recognize both Eunice and Seojin within the same month, because these are two friends who have regularly volunteered together at Parks and Recreation events. They are always a joy to have as volunteers, and they bring with them a lot of positivity and great attitudes. Even in the less glamorous moments of volunteering—whether it's helping tear down after an event or braving inclement weather—these ladies always have smiles on their faces and they take initiative within their volunteer roles, pitching in wherever they are needed. Most recently, they were a huge help at our Holiday Market in November, supervising our cookie decorating table and helping vendors take down their booths and carry display materials out to their cars.

Both of these ladies began volunteering with us in 2018, at our annual Skate and Scare event. Since that time, they have each contributed more than 40 hours of volunteering to Parks and Recreation. This amount of time is particularly impressive, given that both currently attend Bloomington High School South and have devoted their afternoons and weekends to helping with our events.

We are very grateful Eunice and Seojin for their time and efforts, and we are proud to recognize them with this month's Bravo Award.

RESPECTFULLY SUBMITTED,

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

Sarah Owen, Community Relations Coordinator



## STAFF REPORT

Agenda Item: B-4  
Date: 1/23/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Director  
**DATE:** JANUARY 28, 2020  
**SUBJECT:** STAFF INTRODUCTION  
ERIN HATCH – URBAN FORESTER

### For information only

Erin Hatch has been appointed the City of Bloomington's Urban Forester; replacing Lee Huss who retired in October 2019.

### Background

Erin assumed the duties of City of Bloomington Urban Forester on January 13<sup>th</sup>. She holds a BS in Ecology and Evolutionary Biology from the University of Rochester (NY) and a Master of Public Affairs and Master of Environmental Science; Water Resources, Ecology and Conservation from Indiana University/SPEA. Her employment experience includes time with the Friends of the Urban Forest in San Francisco; serving as the Replacement and Community Planting Manager.

Erin joins the department staff following the long tenure of Urban Forester Lee Huss. She will supervise two fulltime Operations Division employees and several temporary employees

**RESPECTFULLY SUBMITTED,**

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

Dave Williams, Operations Director



## STAFF REPORT

Agenda Item: B-4  
Date: 01/23/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Sonja Pope  
**DATE:** 01/28/2020  
**SUBJECT:** INTERN INTRODUCTION

My name is Sonja Pope, and I will be working as an intern in Health and Wellness and Community Events this spring. I am currently a candidate for a Master of Public Health degree specializing in Parks and Recreation at Indiana University, graduating in July 2020. During my internship, I will be assisting community events and wellness programs such as Get On Board Active Living (GOAL), the Active Living Coalition Health Fair, the Bloomington Street Fair, and health education at the Banneker Community Center.

My desire to intern for the Parks and Recreation Department comes from a combination of my specific degree focus, being a resident of Bloomington, and the fact that I have heard outstanding reviews of the department. I have a variety of interests in the field of parks and recreation, and I believe that this internship will allow me to gain an in-depth perspective on how a successful parks and recreation department operates and enhances the health of its local community.

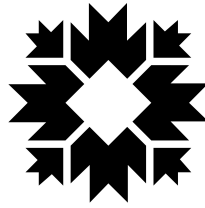
I sincerely thank you for the opportunity to intern for the Parks and Recreation Department, as I have admired the parks, events and other resources that are provided to community members over the seven years that I have lived in Bloomington. I feel very humbled and lucky to be a part of your team, and I am committed to the department's efforts in making Bloomington a better place to live, work and grow.

**RESPECTFULLY SUBMITTED,**

Sonja Pope

Sonja Pope  
Health and Wellness Intern





CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-2  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** January 28, 2020  
**SUBJECT:** **RESOLUTION 20-01 APPROPRIATING PARKS NON-REVERTING EXPENDITURES FOR THE 2020 FISCAL YEAR.**

### Recommendation

It is recommended that the Board of Park Commissioners appropriate Parks Non-Reverting Operating Fund not otherwise appropriated for the 2020 fiscal year, as set forth in Section 1 of Resolution 20-01.

### Background

Expenditure amounts for each Non-Reverting Fund are based on 2019 actual expenditures and Division Directors' estimates of program activities for 2020.

**RESPECTFULLY SUBMITTED,**

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Paula McDevitt, Administrator

## RESOLUTION 20-01

### A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON SPECIFICALLY APPROPRIATING PARKS NON-REVERTING FUND EXPENDITURES NOT OTHERWISE APPROPRIATED

#### BOARD OF PARK COMMISSIONERS City of Bloomington, Indiana

**WHEREAS**, funds will be made available for appropriation in the Parks Non-Reverting Operating Fund as a result of fees, charges, donations and grants monies collected; and,

**WHEREAS**, Indiana Code 36-10-5-2 allowed the creation and 36-10-4-16 authorizes the appropriation and expenditure of such funds; and,

**WHEREAS**, said funds were not appropriated as part of the annual budget of the Bloomington Board of Park Commissioners,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Park Commissioners that:

Section I: For the expenses of said Board the following additional sums of money are hereby appropriated and ordered set apart from the fund herein named and for the purposes herein specified, subject to the laws governing same, for the Fiscal Year January 1 to December 31, 2020:

Administration	\$14,650
Health & Wellness Grant	\$ 1,650
Marketing	\$ 5,350
Aquatics	\$81,958
Frank Southern Ice Arena	\$86,858
Golf Services	\$168,852
Natural Resources	\$65,429
Youth Services	\$238,023
Twin Lakes Recreation Center	\$1,052,917
Community Events	\$250,678
Adult Sports	\$140,330
Youth Sports	\$ 9,481
Benjamin Banneker Community Center	\$ 41,962
Operations	\$42,610
Urban Forestry	\$ 6,150
2019 Summer Food Service Grant	\$11,115
2019 MCCSC Grant	\$30,252
<b>TOTAL</b>	<b>\$ 2,248,265</b>

Section II: This resolution shall be in full force and effect from January 29, 2020 after its passage by the Board of Park Commissioners of the City of Bloomington.

**PASSED AND ADOPTED** at a regular meeting thereof on this 28th day of January, 2020 by the following roll call vote:

**Ayes:**

**Noes:**

**Absent:**

**Kathleen Mills, President**

**ATTEST:**

**Paula McDevitt  
Administrator**



## STAFF REPORT

Agenda Item: C-3  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Becky Higgins, Recreation Services Division Director  
**DATE:** January 28, 2020  
**SUBJECT:** FOOD AND BEVERAGE ARTISAN PRICING

### **Recommendation**

Staff recommends approval of the 10% of gross pricing for the Food and Beverage Artisans for the 2020 Market. The various revenues lines are deposited into the NR Farmers' Market revenue line 201-18-186503-43270.

### **Background**

Over the past few years Food and Beverage Artisans have requested to lower the fees they pay to participate and sell at the Market. Fees included a weekly stall fee ranging from \$10 - \$499 per vendor depending on how many times they sold at Market. In addition to that fee vendors paid 10% of their gross sales to the Parks Department monthly. These revenues were designed to help the Farmers' Market meet their cost recovery goal of 100% as set by the Board of Park Commissioners.

In 2019 as a result of discussions between Artisans, staff and Park Board approval, the stall fees were removed and Food and Beverage Artisans (formally the Prepared Food Vendors) continued to pay the 10% of gross fee. During the 2019 Market season, the City entered into 17 contracts with Food and Beverage Artisans.

The Food and Beverage Artisans requested lower fees in order to be more equitable with farm vendor fees. The Farmers' Market Advisory Council recommended that their fee be lowered to 5% of gross sales. Complete budget information for 2019 was not available at the time that the FMAC made their recommendation to parks staff that the vendor fee be lowered to 5%.

In consideration, parks staff took a closer look into budget information from 2016 – 2019, as well as the projected budget for 2020. In 2019, the cost recovery goal was not met. In fact, the budget

operated at an overall deficit of \$55,250 with a cost recover of 63%. Budget information used in the past several years was based on direct costs only. If both direct and indirect costs were used the cost recovery rates would have been lower than 100% for 2016, 2017, 2018, and 2019.

Lastly, we are projecting that the 2020 Farmers' Market budget will operate at a deficit of \$38,156 with a projected cost recovery of 76%.

The past few years the Farmers' Market has not met cost recovery goals. To lower the fee more would only make it more difficult to meet those goals. Staff will continue to review costs yearly. In preparation for the 2021 Farmers' Market season staff will review both farm vendor and Food & Beverage Artisan fees in the effort to make these fees more equitable. We ask the Parks Board of Commissioners review and evaluate the current cost recovery rate of 100% for future Farmers' Market seasons.

The Food and Beverage Artisans also requested:

- Name change from Prepared Food Vendors to Food and Beverage Artisans - Done
- A seat at the Farmers' Market Advisory Council – Parks will be requesting approval of two new seats on the advisory council from the Park Board during the January 28<sup>th</sup> meeting.
- Increased marketing and social media presence – Food and Beverage Artisans will be included in the Farmers' Market marketing plan
- Addition to the Farmers' Market mission statement - Done

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink that reads "Becky Higgins". The signature is written in a cursive, flowing style.

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Becky Higgins, Recreation Services Division Director

Farmers' Market Budget

<b>2019</b>								
<b>Revenues</b>		<b>\$94,800.00</b>						
		Farm Registration Fees	\$39,492.91					
		Prepared Food Vendor Fees	\$46,509.00					
		Farm Tours	\$2,050.00					
		Info Alley	\$4,480.00					
		T-shirts/ Totes	\$1,567.09					
		Donations	\$101.00					
		Sponsorship	\$600.00					
<b>Expenses</b>		<b>\$150,050.00</b>	<b>Actual total includes all expenses involved in market, both direct and indirect</b>					
		\$137,000.00	Total includes only direct costs. This was used to formulate cost recovery of 69% in 2019					
	<b>Direct Expenses</b>	\$136,020	<b>Indirect Expenses</b>	\$13,050				
(50% MM/ 90% Marcia + benefits)	Salaries	\$95,971.78	Salaries	\$8,007.96	(10% Manager + benefits)			
	Part Time Salaries	\$12,898.82	Operational Support	\$2,325.00	(tents/ banners)			
	Miscellaneous Expenses	\$9,609.38	Marketing Support	\$2,517.37	(printing/ website/ social media)			
	Printing	\$3,205.31	Water/ Sewer	\$200.00				
	Advertising	\$647.28						
	Electricity	\$200.00						
	Contractual	\$4,127.52						
	Cell Phone	\$481.25						
	Services	\$2,454.50						
	Administration	\$6,425.00						
		<b>2019 Deficit = -\$55250</b>			<b>Actual Cost Recovery = 63%</b>			

Farmers' Market Budget

<b>2020</b>						
<b>Projected Revenues</b>		<b>\$118,851.00</b>				
		Farm Registration Fees	\$54,651			
		Prepared Food Vendor Fees	\$52,000			
		Farm Tours	\$4,000			
		Info Alley	\$5,800			
		T-shirts/ Totes	\$1,500			
		ATM Fees	\$900			
<b>Approved Expenses</b>		<b>\$128,288.00</b>	<b>Actual total includes all expenses involved in market, direct and indirect</b>			
		\$120,076.00	<b>Total includes only direct costs.</b>			
	<b>Direct Expenses</b>	\$120,076.00	<b>Indirect Expenses</b>	\$8,212.23		
(50% MM/ 90% Marcia + benefits)	Salaries	\$74,303.00	Salaries	\$8,212.23	(10% Manager + benefits)	
	Part Time Salaries	\$20,368.00				
	Miscellaneous Expenses	\$9,700.00				
	Printing	\$2,115.00				
	Advertising	\$1,400.00				
	Water/Electricity	\$300.00				
	Contractual	\$5,220.00				
	Cell Phone	\$600.00				
	Services	\$6,070.00				
<b>Increased Expenses</b>		<b>\$28,719.00</b>				
		Additional Salary	\$12,719	Moving Coordinator to Full time 40 hours		
		Limestone Blocks	\$16,000	To replace temporary barricades on Showers Plaza		
<b>Projected Expenses</b>		<b>\$157,007.00</b>	<b>Actual total includes all expenses involved in Market, both direct and indirect</b>			
		\$148,795.00	<b>Total includes only direct costs.</b>			
		<b>Projected Deficit = -\$38,156</b>			<b>Projected Cost Recovery = 76%</b>	

### Food and Beverage Artisans

	2016	2017	2018	2019
Number of Vendors	15	17	18	17
Lease Fees	\$4,046.00	\$4,780.00	\$5,020.00	\$0.00
10% Sales	\$45,111.00	\$53,954.00	\$52,688.00	\$46,507.00
Total Revenue	\$49,157.00	\$58,734.00	\$57,708.00	\$46,507.00





## STAFF REPORT

Agenda Item: C-4  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Becky Higgins, Recreation Services Division Director  
**DATE:** January 28, 2020  
**SUBJECT:** GRANT PARTNERSHIP AGREEMENT WITH AREA 10 ON AGING

### Recommendation

Staff recommends approval of the grant partnership agreement with Area 10 on Aging. Funding source is Parks NR Administration account (201-18-181000-53990) in the amount of \$20,000.

### Background

Due to the popularity, community support and senior participation, the department would like to support Area 10 Endwright East Active Living Community Center in 2020 through a \$20,000 grant. The Center demonstrated the ability to program and register over 400 senior citizens during the pilot operation period June 2019 – December 2019. The funding for operations will be provided through Parks Administration NR budget.

	June (4 days)	July (8 days)	August (9 days)	September (10)	October (15)	November (10)	December (9 days)
Cumulative memberships	118	218	281	352	400	433	474
Daily Usage for the month	184	305	449	490	673	409	490

**RESPECTFULLY SUBMITTED,**

Becky Higgins, Recreation Services Director



## **GRANT PARTNERSHIP AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Area 10 Agency on Aging (“Area 10”).

### **WITNESSETH:**

WHEREAS, BPRD is committed to offering and promoting recreational services to Bloomington senior citizens; and,

WHEREAS, BPRD may from time to time develop partnerships with non-City organizations in order to promote such recreational services; and,

WHEREAS, Area 10 is qualified to offer programming and services for senior citizens at the Ensdrigh East Active Living Community Center; and,

WHEREAS, BPRD has partnered with Area 10 in 2019 assist Area 10 in carrying out its mission, and the parties desire to continue their partnership; and,

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

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

### **1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to outline a program partnership, which will provide recreational services for senior citizens at Endwright East Active Living Community Center.

### **2. DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from January 28, 2020 to December 31, 2020, unless early termination occurs as described in paragraph 8, below.

### **3. FUNDING**

BPRD agrees to provide funding to Area 10 in the amount of Twenty Thousand dollars (\$20,000) to be used exclusively for activities described below in paragraphs 4 and 5, and subject to the terms of this Agreement.

#### **4. AREA 10 ENDWRIGHT EAST ACTIVE LIVING COMMUNITY CENTER**

The goal of Endwright East is to provide supportive community space for older adults with quality programming and social engagement.

##### **i. Programming:**

- a. Serve as the location (College Mall) for Endwright East Tuesdays and Thursdays 10am – 3pm January 2020 through December 2020.
- b. Provide program administration and on-site supervision for all operations.
- d. Seek grant funding for the continuation and growth of Endwright East programs.
- e. Coordinate health, wellness, and social programming in response to members' interests.
- f. Maintain the authority to manage activities and to collect and retain fees as necessary to maintain facility operations.

##### **ii. Facilities Management:**

- a. Facility maintenance shall be done on a daily basis in order to provide a clean, safe, and presentable facility for participants.

##### **iii. Training/Staff:** Area 10 shall provide qualified staff at all functions.

- a. Area 10 will ensure that Area 10 staff are present at all Endwright East functions and during all drop-in hours at the facility.
- b. Area 10 will train and supervise volunteer staff for programming and operations.
- c. All staff shall be certified in CPR and Community First Aid. BPRD will provide resources to assist in certifying staff.

#### **5. BLOOMINGTON PARKS AND RECREATION**

The goal of BPRD is to provide recreational activities for senior citizens. BPRD agrees to provide:

##### **i. Operational Assistance:**

- a. Provide center furnishings available such as a couch, bookshelves, coffee pots, table and chairs.
- b. Inclusion of programming and offerings in the department's seasonal program guide.

- c. The COB Commission on Aging agrees to develop and support a scholarship fund to support any senior's participation in the low cost wellness programming if senior is unable to afford the fee.

### **iii. Payments:**

- a. BPRD shall pay Area 10 the amount of Twenty Thousand Dollars (\$20,000) during the term of this Agreement.
- b. Payments shall be made on a quarterly basis, i.e. January-March, April-June, July-September, and October-December.
- c. Area 10 shall invoice BPRD at each quarter's end. Invoice shall include summary expense and revenue categories for the three month period.

## **6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT**

The intent of this Agreement is to document a grant partnership agreement between Area 10 and the Bloomington Parks and Recreation Department.

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.

Area 10 Endwright East prohibits ANY firearms or weapons to be in possession of patrons of the Center or on the property. This includes all firearms, clubs, stun guns, tasers, pepper sprays, BB or pellet guns, paintball guns, swords, knives with blades over 3" long. Or items whose sole purpose is to cause bodily injury.

All marketing and public relations information shall designate Area 10 Endwright East programs as a partnership between Area 10 and Bloomington Parks and Recreation Department, followed by a listing of its collaborators (e.g. IU Health Bloomington), and ending with recognition of sponsors and/or grantors.

Promotion and marketing of Area 10 Endwright East by either party shall have the approval of the other party prior to presentation to the public.

Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, Area 10 shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Area 10 fulfills this requirement through its co-employer relationship with WorkSmart, who complies with E-Verify requirements. The Contractor is not required to continue this verification if the E-Verify program no longer exists. The Contractor shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.

## **7. INSURANCE**

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

## **8. NOTICE AND AGREEMENT REPRESENTATIVES**

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

Area 10 Agency on Aging  
Chris Myers, CEO  
631 W. Edgewood Dr.  
Ellettsville, IN 47401  
(812) 876-3383

Bloomington Parks and Recreation  
Paula McDevitt, Division Director  
401 N. Morton, Suite 250  
Bloomington, IN 47402  
(812) 349-3711

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

Area 10 Agency on Aging  
Na'Kia Jones, Endwright Center  
631 W. Edgewood Dr.  
Ellettsville, IN 47401  
(812) 876-3383

Bloomington Parks and Recreation  
Becky Higgins, Recreation Division  
401 N. Morton, Suite 250  
Bloomington, IN 47402  
(812) 349-3713

## **9. TERMINATION**

Either BPRD or Area 10 may terminate this Agreement upon giving written notice of the intention to do so to the one (1) month prior to the intended date of termination.

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

BLOOMINGTON PARKS AND  
RECREATION DEPARTMENT

Area 10 Agency on Aging

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Chris Myers, CEO

---

Philippa Guthie, Corporation Counsel

---

Paula McDevitt, Administrator

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Leslie J Coyne, President  
Board of Park Commissioners

**Exhibit A**

STATE OF INDIANA     )

) SS:

COUNTY OF MONROE    )

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

STATE OF INDIANA     )

) SS:

COUNTY OF MONROE    )

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

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

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

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

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



## STAFF REPORT

Agenda Item: C-5 Date: 1/22/2020
-------------------------------------

Administrator Review\Approval PM
--

**TO:** Board of Park Commissioners  
**FROM:** Jess Klein  
**DATE:** January 28, 2020  
**SUBJECT:** REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH MONROE COUNTY HEALTH DEPARTMENT

### **Recommendation**

Staff recommends approval of the 2020 partnership agreement with the Monroe County Health Department.

### **Background**

The Bloomington Parks and Recreation Department (BPRD) and the Monroe County Health Department (MCHD) have been collaborating and supporting each other's programming for many years. This will be the first year the two organizations enter into a partnership agreement on this particular effort.

The purpose of this partnership agreement will be to pilot an initiative to have Sharps containers in three city parks starting in February 2020. The three parks are: Seminary Park, Building Trades Park, and Butler Park. The MCHD agrees to secure funding necessary to provide containers, inserts, and supplies for the first year. The BPRD agrees to install and maintain the containers. Both organizations will meet later in 2020 to evaluate the effectiveness of the program, identify areas for improvement, and determine feasibility of continuing into 2021.

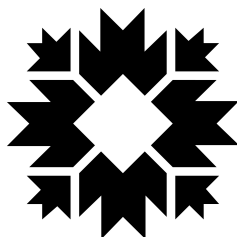
No monetary funds will be exchanged between the two departments through the duration of this one year partnership.

**RESPECTFULLY SUBMITTED,**

---

Jess Klein, Health & Wellness Coordinator





CITY OF BLOOMINGTON  
Parks and Recreation

## COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

### Partner(s):

This Agreement is made and entered into this 28<sup>th</sup> day of January, 2020 by and between the City of Bloomington Parks and Recreation Department (“BPRD”), and the Monroe County Health Department (“MCHD”),

### WITNESSETH:

WHEREAS, there is a need to provide safe recreational spaces in the community; and

WHEREAS, the BPRD and MCHD desire to cooperate in the provision of safe disposal of syringes in public park spaces; and

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

WHEREAS, the MCHD is authorized to enhance community quality of life through wellness education, risk/harm reduction and programming that fosters self-responsibility and encourage prevention practices; and

WHEREAS, services provided by each party will reflect on the other in this partnership agreement requiring clear communication and outline of expectations.

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

- 1.0 Purpose of Agreement.** The purpose of this agreement is to outline a program partnership, which will include the installation of sharps containers in three city parks: Seminary Park, Butler Park, and Building Trades Park, along with relevant logistics and a joint public relation strategy for sharing the program.
- 2.0 Duration of Agreement.** The term of this Agreement shall begin upon signing and run through January 31, 2021, unless terminated earlier as provided under Article 6, below. The partners may agree to extend the term of the agreement on an annual basis.
- 3.0 Bloomington Parks & Recreation Department agrees to the following:**

- 3.1 BPRD will evaluate proposed locations for optimum sites for installation, to be finalized by end of December 2019.
- 3.2 BPRD will continue to track the number of used syringes found disposed of in parks. BPRD will also track the number of inserts being used and will share all data with MCHD monthly.
- 3.3 BPRD will install the containers in the previously agreed upon locations.
- 3.4 BPRD will continue to train staff in proper disposal of syringes to reduce risk of exposure to employees.
- 3.5 BPRD will be responsible for monitoring containers, emptying, and replacing with new inserts as needed.
- 3.6 BPRD will be responsible for disposing of full inserts in a timely and safe manner as needed.

**4.0 Monroe County Health Department agrees to the following:**

- 4.1 MCHD will provide funding for the initial year (2020) of the program, including outer containers, inserts and other necessary supplies.
- 4.2 MCHD will provide BPRD with inserts

**5.0 Agreement Terms Mutually Agreed to By Both Partners:**

- 5.1 The two parties agree to the approximate timeline as follows:  
January 2020: Partnership finalized  
February 2020: Install sharps containers in designated parks  
June 2020: Conduct mid-year program and partnership evaluation.  
October 2020: Evaluate program and partnership; identify areas for changes  
December 2020: Update partnership document as deemed necessary
- 5.2 Execute a comprehensive communications strategy for sharing this program with the public and larger community. Marketing materials and communications will be developed cohesively and agreed upon before publication.
- 5.3 Both parties will share the program with relevant community partners to gain support for the initiative, and educate the community on risk reduction efforts.
- 5.4 Based on data gathered by BPRD from 2018-2019 and experiences relayed from Bloomington Police Department, three pilot locations have been chosen: Butler

Park, Building Trades Park, and Seminary Park.

- 5.5 The provision of sharps containers in Seminary, Building Trades, and Butler Parks in early 2020 will be the initial step of this pilot program. Said program will be evaluated for effectiveness at the end of 2020. Continuation and/or expansion of this program is not guaranteed.
- 5.6 The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.7 MCHD and BPRD shall each maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. MCHD and BPRD shall provide the other entity with a certificate of insurance prior to the commencement of operations under this Agreement. Each entity and its insurer shall notify the other within ten (10) days of any insurance cancellation.
- 5.8 The commitment of personnel, facilities, supplies will be honored according to the timetable agreed upon by all parties.
- 5.9 The parties will evaluate this Agreement and the services provided during the month of October 2020.

## **6.0 Termination.**

- 6.1 Termination by mutual agreement: The parties may mutually agree to terminate this Agreement. Unless otherwise terminated per the terms of this Agreement, the Agreement shall be in effect from the date signed until February 29, 2021.
- 6.2 Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

## **7.0 Notice:**

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

Becky Higgins  
(812) 349-3713  
Bloomington Parks & Recreation

Penny Caudill  
(812) 349-2068  
Monroe County Health Department

401 N. Morton St., Suite 250  
Bloomington, IN 47402

119 W. 7<sup>th</sup> St  
Bloomington, IN 47404

- 7.2 Representatives for the day to day operational implementation of this agreement are:

Jess Klein  
(812) 349-3771  
Bloomington Parks & Recreation  
401 N. Morton St., Suite 250  
Bloomington, IN 47402

Kathy Hewett  
(812) 349 -2722  
Monroe County Health Department  
119 W. 7<sup>th</sup> St  
Bloomington, IN 47404

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

**CITY OF BLOOMINGTON:**

\_\_\_\_\_  
Paula McDevitt  
Administrator, BPRD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leslie J. Coyne  
President, Board of Park Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philippa Guthrie  
Corporation Counsel

\_\_\_\_\_  
Date

**MONROE COUNTY HEALTH DEPARTMENT:**

\_\_\_\_\_  
Penny Caudill  
Health Administrator

\_\_\_\_\_  
Date



## STAFF REPORT

Agenda Item: C-6  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** JANUARY 28, 2020  
**SUBJECT:** APPROVAL OF HISTORICAL MARKER FOR PEOPLES PARK

### **Recommendation**

Staff recommends approval of the placement of the Black Market historical marker in Peoples Park.

### **Background**

The Greater Bloomington Chamber of Commerce has had their application approved by the Indiana Historical Society for a historical marker to be placed at Peoples Park to acknowledge the significance of that location.

In 1968, amidst sweeping political and social activism in the U.S., African American student Clarence “Rollo” Turner led protests against racial discrimination which were met with hostility. That fall, Turner opened the Black Market here, which sold products made in Africa or by African Americans, and acted as a cultural center for black students at Indiana University.

On December 26, 1968, the Black Market was firebombed and the entire store destroyed. Students, faculty, and community members raised funds to cover the store’s inventory. Two Ku Klux Klan members were convicted of the arson. In 1970, Indiana University students began developing the vacant lot into People’s Park, a space for activism, recreation, and free expression.

**RESPECTFULLY SUBMITTED,**

---

Paula McDevitt, Administrator



## STAFF REPORT

Agenda Item: C-7  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** January 28, 2020  
**SUBJECT:** FIRST AMENDMENT TO THE BUSKIRK CHUMLEY THEATER  
MANAGEMENT PARTNERSHIP AGREEMENT

### Recommendation

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

### Background

The Buskirk-Chumley Theater is owned by the City of Bloomington and has been successfully administered and maintained through a cooperative partnership agreement between the City of Bloomington Parks and Recreation Department and BCTM since 2001.

Normally the partnership is renewed in December for the upcoming year. However due to schedules and 2019 events, the 2020 partnership agreement is currently under negotiation. This amendment to the partnership agreement allows time for the negotiations to be complete to the satisfaction of both partners.

Both parties agree to work towards presenting the 2020 partnership agreement at the February 25<sup>th</sup> Park Board meeting.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, reading "Paula McDevitt". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

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Paula McDevitt, Administrator

## **FIRST AMENDMENT TO THE PARTNERSHIP AGREEMENT**

THIS Amendment, entered into this \_\_\_\_\_ day of January, 2020, by and between the City of Bloomington, Indiana, its Board of Park Commissioners (“Parks Board”), and its Redevelopment Commission (“Commission”) (collectively the “City”), and BCT Management, Inc., an Indiana non-profit corporation (“BCTM”), WITNESSETH:

WHEREAS, the City and BCTM entered into a partnership agreement for management of the Buskirk-Chumley Theater with an effective date of January 1, 2019, (“Original Agreement”), and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

**CITY OF BLOOMINGTON, INDIANA**

**BCT MANAGEMENT, INC.**

By: \_\_\_\_\_  
Paula McDevitt, Director

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

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Print Name, Title

**REDEVELOPMENT COMMISSION**

**BOARD OF PARK COMMISSIONERS**

By: \_\_\_\_\_  
Donald Griffin, President

By: \_\_\_\_\_  
Les Coyne, President

**BOARD OF PUBLIC WORKS**

By:  
Kyla Cox Deckard, President

\_\_\_\_\_





## STAFF REPORT

Agenda Item: C-8  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, City Landscaper  
**DATE:** January 28, 2020  
**SUBJECT:** SERVICE AGREEMENT WITH JB SALVAGE FOR GREEN WASTE DUMPSTER

### Recommendation

Staff recommends the approval of this Service Agreement with JB Salvage.  
Funding source: 200-18-189500-53950 \$2500.00

### Background

JB Salvage will provide a 30 cubic yard dumpster for collection and disposal of green waste at a local composting facility. This dumpster is located at the Operations Center, 545 South Adams Street, Bloomington, Indiana. It is emptied on an "as needed" basis. Since this program was implemented in the autumn of 2016 over 1050 cubic yards green waste have been diverted from the landfill, 420 cubic yards in 2019.

RESPECTFULLY SUBMITTED,

*Joanna Sparks*

Joanna Sparks, City Landscaper

# AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND JB SALVAGE

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Salvage ("Contractor").

**Article 1. Scope of Services** Contractor shall provide a 30 cubic yard dumpster ("Services") for collection and disposal of green waste generated by the Operations Division Staff. This dumpster is located at the Operations Center, 545 South Adams Street, Bloomington, Indiana. It is emptied on an "as needed" basis. 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 Joanna Sparks, City Landscaper, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, City landscaper, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services depending on Department needs. 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: Joanna Sparks, 401 N. Morton, Bloomington, IN 47402. **Contractor:** JB Salvage, ATTN: Kent Robinson, 1803 West Fountain Drive, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Leslie J. Coyne, President,  
Board of Park Commissioners

**JB SALVAGE**

\_\_\_\_\_  
Kent Robinson, Vice President

\_\_\_\_\_  
Date

**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**JB SALVAGE**

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 \_\_\_\_\_, 2019.

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

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



## STAFF REPORT

Agenda Item: C-9  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Barb Dunbar  
**DATE:** January 28, 2020  
**SUBJECT:** REVIEW/APPROVAL OF MID SERVICE CONTRACT WITH VALUE FENCE COMPANY

### **Recommendation**

Staff recommends approval of a Mid Service Contract with Value Fence Company for the purchase and installation of two separate fences at Building Trades Park.

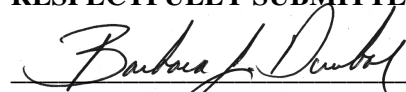
- 1) 376' black vinyl chain link fencing along Howe Street with two gates near restroom building
- 2) 301' black vinyl chain link fencing extending from the Northeast corner of the park south to the Southeast corner of the park.

### **Background**

Fencing is needed to establish the park's eastern boundary and discourage cut throughs from private property. In addition, the Prospect Hill Neighborhood Association has requested fencing around both playgrounds but with the very low volume of traffic on Howe St. fencing alongside the street only has been deemed sufficient to improve safety for children and is compliant with our standards for neighborhood parks.

Funding for this project is from the consolidated TIF fund 439-15-159002-53990. Total cost is \$8,215.

**RESPECTFULLY SUBMITTED,**

  
Barbara J. Dunbar, Operations Coordinator

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
VALUE FENCE COMPANY  
FOR  
FENCING AT BUILDING TRADES PARK**

This Agreement, entered into on this 28<sup>th</sup> day of January, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Value Fence Company (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to install chain link fencing at Building Trades Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to secure the materials and perform the labor to install the 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 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 Barb Dunbar, Operations Coordinator 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 Two Hundred and Fifteen Dollars (\$8,215). 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

**Email:**

dunbarb@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		Value Fence Company
Attn: Barb Dunbar		Attn: Kirk Mullis
401 N. Morton, Suite 250		7122 W. Dinsmore Rd.
Bloomington, Indiana 47402		Bloomington, IN 47403

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit 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****VALUE FENCE COMPANY**

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Philippa M. Guthrie, Corporation Counsel

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Kirk Mullis, President

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Paula McDevitt, Director  
Parks and Recreation Department

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Leslie J. Coyne, President,  
Board of Park Commissioners

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

#### **Department Responsibilities:**

- Removal of existing split rail fencing along Howe Street

#### **Contractor Responsibilities:**

- Utility locates
- Order materials
- Install approx. 376' of 4' black vinyl chain link fencing with top rail and (1) 4' gate and (1) 8' double gate along Howe St
- Install approx. 301' of 8' black vinyl chain link fencing with top rail from NE corner of park property to SE corner of park property
- Adhere to all other specs as outlined in Contractor's 9-23-19 Estimate/Proposal

## **EXHIBIT B**

### **“Project Schedule”**

Work shall not begin before January 28<sup>th</sup> and shall be completed by December 31, 2020.

**EXHIBIT C**  
**E-VERIFY AFFIDAVIT**

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

**AFFIDAVIT**

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

1. The undersigned is the President of Value Fence Company.
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: \_\_\_\_\_  
Commission #: 685308

\_\_\_\_\_  
Printed Name of Notary Public

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

**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Value Fence Company**

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

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

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

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_  
Commission #: 685308

\_\_\_\_\_  
Printed Name of Notary Public

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





CITY OF BLOOMINGTON  
Parks and Recreation

September 12, 2019

To Whom It May Concern:

The City of Bloomington, Indiana

The City of Bloomington, Indiana, Department of Parks and Recreation, is soliciting quotations for the following:

**MATERIALS and INSTALLATION of**

**1) 376' of 4' Black Vinyl Chain Link Fencing with Two Gates**

**and**

**2) 301' of 8' Black Vinyl Chain Link Fencing**

*(Satellite photo attached – we strongly recommend vendors visit the site)*

**QUOTE DUE Friday, October 27, 2019 @ 5pm LOCAL TIME**

Reply via email to: [dunbarb@bloomington.in.gov](mailto:dunbarb@bloomington.in.gov) Use email only for questions please. Thank you.

**Project Location:**

Building Trades Park

619 W Howe Street (directly across from Bimgtn. Hospital/IU Health)

**Specifications:**

1) Length: Approx. 376'

Height: 4'

Color: Black

Material: Vinyl Chain Link

Openings: (1) 4' Gate

(1) 8' Double Gate

Framework: Top Rail

2)

Length: Approx. 301'

Height: 8'

Color: Black

Material: Vinyl Chain Link

Framework: Top Rail

#1 Quote: \$ 3685.00

#2 Quote: \$ 4065.00

QUOTE TOTAL \$ 7750.00

Company Name: Value Fence

Manufacturer Product Submitted \_\_\_\_\_

Quote Prepared by Kirk Mullis

Title President

Date 9 / 23 / 19

*Call (812) 301-1008*

ESTIMATE DATE

# ESTIMATE AND PROPOSAL VALUE FENCE COMPANY

Fully  
Insured

OWNER: KIRK MULLIS  
7122 W. DINSMORE ROAD  
BLOOMINGTON INDIANA • 47403  
PHONE: 812-824-9881  
EMAIL: VALUEFENCE@COMCAST.NET

9-23-19

City of Bloomington (Barbara Dunbar)

812-349-3498

812-360-1367

Customer/Company Name

Phone #

Work/Cell #

Email - dunbarb@bloomington.in.gov

619 W. Howe St.

Job Site

Mailing Address

Fax #

Bloomington

IN.

47403

County

Twp.

Cross Street

- WALK GATES DGATES
- RESIDENTIAL CHAIN LINK
  - COMMERCIAL CHAIN LINK
  - GALVANIZED WIRE
  - VINYL COATED WIRE
  - VINYL COATED WIRE
  - WOOD PICKET
  - WOOD PRIVACY
  - SPLIT RAIL
  - GALVANIZED WIRE
  - VINYL COATED WIRE
  - CUSTOM PICKET
  - CUSTOM PRIVACY
  - OTHER
  - PROPERTY PINS FOUND
  - FOLLOW CONTOUR - FENCE
  - CLOSE TO GROUND,
  - TOP MAY BE UNEVEN
  - EVEN AT TOP

per Drawing

TOTAL \$ 7,750.00 installed

## INSTRUCTIONS AND COMMENTS:

Install 376' of 4' tall black chain link res.  
with one 4' wide walk gate and one 8' wide double  
drive gate. Install 301' of 8' tall black chain link  
res. no gates

Specs: 4' blk

8' blk - 2 1/2 terminals

Terminals - 2 1/2 60 lb concrete per terminal

Lines - 1 3/8

2" lines

Top rail - 1 3/8

1 3/8 top rail

1 1/2 gauge with 9 gauge finish

1 1/2 with 9 gauge finish

60 lb concrete per terminal

THIS CONTRACT IS SUBJECT TO THE TERMS AND  
CONDITIONS PRINTED ON THE REVERSE SIDE AND  
WHICH ARE MADE A PART HEREOF BY THIS  
REFERENCE. PAYMENT IN FULL IS DUE UPON  
COMPLETION OF FENCE. UNPAID BALANCES ARE  
SUBJECT TO AN INTEREST RATE OF 1 1/2% MONTH  
FROM DATE OF COMPLETION OF FENCE.

VALUE FENCE COMPANY (SELLER)

BY:

Kirk Mullis

(Authorized Signature)

Acceptance of Proposal - The prices, specifications and conditions  
are satisfactory and are hereby accepted. You are authorized to  
do the work as specified. Payment will be made as outlined above.

Signature: X

1/3 Deposit Required @ Signing

Date: X

"Building Our Reputation One Fence at a Time"



## STAFF REPORT

Agenda Item: C-10  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Julie Ramey  
**DATE:** January 28, 2020  
**SUBJECT:** SERVICE AGREEMENT WITH LAMBERT CONSULTING FOR SOCIAL MEDIA MANAGEMENT

### **Recommendation**

Staff recommends approval of the contract for services with Lambert Consulting. Funding for the contract amount of \$3600 will come from General Fund: 200-18-181100-53990

### **Background**

Lambert Consulting has provided social media management services for the Cascades Golf Course Facebook page since April 2019. Between April and December 2019, both engagements and impressions on the golf course's Facebook page increased significantly. The page recorded more than 207,000 impressions in 2019.

Lambert Consulting fulfilled all requirements for the trail contract period in 2019, and provided all required reports. The Department found these services valuable in promoting golf programs and rental facilities, and generating revenue at Cascades Golf Course, and wishes to continue to utilize social media to position Cascades Golf Course and the new clubhouse as Bloomington's quality, affordable golf and event venue.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, reading "Julie Ramey". The signature is written in a cursive, flowing style. Below the signature is a horizontal line, and below that line is the printed name "Julie Ramey, Community Relations Manager".

Julie Ramey, Community Relations Manager

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
LAMBERT CONSULTING  
FOR  
CASCADES GOLF COURSE SOCIAL MEDIA MANAGEMENT**

This Agreement, entered into on this 28<sup>th</sup> day of January, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Lambert Consulting (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to utilize social media channels as part of the overall marketing strategy to generate revenue through golf programs and facility rentals at Cascades Golf Course; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform comprehensive management of the Cascades Golf Course Facebook page (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**

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Julie Ramey, Community Relations Manager  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

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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.

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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	Andrew Lambert, President
Attn: Julie Ramey	Lambert Consulting, LLC
401 N. Morton, Suite 250	101 W. Kirkwood Dr. Ste. 008A
Bloomington, Indiana 47402	Bloomington, IN 47404



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

**LAMBERT CONSULTING**

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Philippa M. Guthrie, Corporation Counsel

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Andrew Lambert, President

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Paula McDevitt, Director  
Parks and Recreation Department

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Leslie J. Coyne, President,  
Board of Park Commissioners

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

Lambert Consulting will, professionally and to the Parks and Recreation Department’s highest standards, research and write posts that promote golf programs and services, facility rentals, and pro shop merchandise, and post appropriate and relevant golf-related content, to the Cascades Golf Course Facebook page at least two times per week, at the times and days that results in the most interaction, with the goal of increasing followers on the Cascades Golf Course page. Lambert Consulting will provide end-of-month reports each month with page analytics, and will coordinate page content with Cascades Golf Course and Community Relations staff.

## **EXHIBIT B**

### **“Project Schedule”**

A minimum of two posts to the Cascades Golf Course Facebook page per week begins Feb. 1, 2020 and concludes Dec. 31, 2020.

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

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

**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Lambert Consulting**

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

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

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

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

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



## STAFF REPORT

Agenda Item: C-11  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Director  
**DATE:** January 28, 2020  
**SUBJECT:** APPROVAL OF ADDENDUM TO AGREEMENT WITH SCENIC  
CONSTRUCTION FOR RCA PARK TRAIL REHABILITATION SERVICES

### Recommendation

Staff recommends approval of this addendum to the agreement with Scenic Construction for RCA Park Trail Rehabilitation services.

### Background

The department entered into an agreement with Scenic Construction Services in April of 2019 for services including demolition of existing trail and boardwalks, tree removal, construction of new trails and boardwalks, and related site improvements. This agreement expired in December of 2019, however we were not able to finish the work in that time so we need to amend the agreement to continue until October 31, 2020, in order to complete the remainder of the construction services.

**RESPECTFULLY SUBMITTED,**

---

Dave Williams, Operations Director

**ADDENDUM I**  
**TO**  
**AGREEMENT FOR CONSTRUCTION SERVICES**  
(Entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2020)

WHEREAS, on April 4, 2019, the City of Bloomington Department of Parks and Recreation (the “Department”) and the Redevelopment Commission (hereinafter “Commission”) (Collectively as “City”) entered into an Agreement (“Agreement”) with Scenic Construction Services, Inc. (“Consultant”) to provide construction services at RCA Community Park including demolition of existing trail and boardwalks, tree removal, construction of new trails and boardwalks, and related site improvements; and

WHEREAS, the City wishes to amend the completion date for this project to be no later than October 31, 2020; and

WHEREAS, the Consultant is in agreement with said changes to the completion date; and

WHEREAS, pursuant to Article 5.11 of said Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

**Article 1. Term:** To amend the Agreement to reflect changes in completion date now being no later than October 31, 2020. Original Agreement is attached as Exhibit A.

**Article 2. Modification:** Any other modification to said Agreement shall be in writing per Article 5.11 of the Agreement.

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

**CITY OF BLOOMINGTON**

**SCENIC CONSTRUCTION**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Anthony Biasi

\_\_\_\_\_  
Leslie J. Coyne, Park Board President  
Board of Park Commissioners

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Donald Griffin, President  
Redevelopment Commission

**EXHIBIT "A"**  
**ORIGINAL CONTRACT**

**CONTRACT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
REDEVELOPMENT COMMISSION  
AND  
SCENIC CONSTRUCTION SERVICES INC.  
FOR  
RCA COMMUNITY PARK TRAIL REHABILITATION**

**THIS CONTRACT** is executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter "Board"), the Redevelopment Commission (hereinafter "Commission")(Collectively as "City"), and Scenic Construction Services Inc., (hereinafter "Contractor");

**WITNESSETH THAT:**

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

WHEREAS, Contractor is capable of performing the Services as per its Bid, as set forth on the Bid Summary sheet; and

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

**2.01** Contractor shall complete all work required under this Contract no later than December 27, 2019, unless the parties mutually agree to a later completion date. "Substantial Completion" shall mean completion of all work.

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



### **ARTICLE 3. COMPENSATION**

**3.01** Contractor shall provide services as specified in Attachment A, "Scope of Work" ("Services"), attached hereto and incorporated into this Contract.

**3.02** Contractor shall submit an invoice to the City upon the completion of the Services described in Article 3.01. Upon the submittal of an invoice, the City shall compensate Contractor in a lump sum not to exceed Two Hundred Thirty Eight Thousand Seven Hundred Dollars and Zero Cents (\$238,700) within forty-five (45) days of receipt of invoice. Invoices may be sent via first class mail postage prepaid or via email. The invoice shall be sent to:

Dave Williams  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers or employees.
- Damage to the City or a third party.

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

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

**3.04** Contractor shall maintain proper account records for the scope of all Services under this Contract and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by the City's representatives during reasonable business hours.

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

**3.06 Director**

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

### **ARTICLE 4. RETAINAGE**

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

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

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

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

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

#### **ARTICLE 5. GENERAL PROVISIONS**

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

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

**5.02 Abandonment, Default and Termination**

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

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

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

- Failure to begin the work under this Contract within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by Director or his/her representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Contract or fails to carry on the work in an acceptable manner.

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

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

**5.02.06** Notwithstanding any other provision of this Contract, if funds for the continued fulfillment of the Contract by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then the City shall have the right to terminate this Contract without penalty

by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Contract shall terminate and become null and void.

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

**5.03 Successors and Assigns**

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

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

**5.04 Extent of Contract: Integration**

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

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

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

**5.05 Insurance**

**5.05.01** Contractor shall, as a prerequisite to this Contract, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Contractor's operations under this Contract, whether such operations be by Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

**5.05.02** Contractor's comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless Contracts;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

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

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

#### **5.06 Necessary Documentation**

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

**5.07 Applicable Law**

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

**5.08 Non-Discrimination**

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

**5.08.02** Contractor certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

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

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

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

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

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

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

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

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

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

#### **5.09 Workmanship and Quality of Materials**

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

**5.09.02 OR EQUAL:** Wherever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Director. The approval by the Director of alternate material or equipment as being equivalent to that specified, shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed upon prior written approval of the Director.

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

#### **5.10 Safety**

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

#### **5.11 Amendments/Changes**

**5.11.01** Except as provided in Paragraph 5.11.02, this Contract may be amended only by written instrument signed by both the City and Contractor.

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

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

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

**5.12 Performance Bond and Payment Bond**

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

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

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

**5.13 Payment of Subcontractors**

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

**5.14 Written Notice**

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

To City	To Contractor
City of Bloomington	Scenic Construction Services Inc.
Attn: Dave Williams, Operations Director	Anthony Biasi
401 N. Morton, Suite 250	1037 Hawthorn Bloom Drive
Bloomington, Indiana 47404	New Whiteland, IN 46184

**5.15 Severability and Waiver**

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

**5.16 Notice to Proceed**

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

**5.17 Steel or Foundry Products**

**5.17.01** To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only



domestic steel or foundry products shall be used. Should the City feel that the cost of domestic steel or foundry products is unreasonable, the City will notify Contractor in writing of this fact.

**5.17.02 Domestic Steel products are defined as follows:**

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

**5.17.03 Domestic Foundry products are defined as follows:**

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

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

**5.17.05 The City may not authorize or make any payment to Contractor unless the City is satisfied that Contractor has fully complied with this provision.**

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Non-Collusion**

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

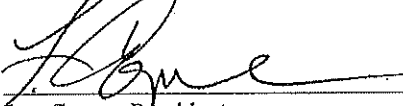
**5.20 Drug Testing Plan**

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


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


DATE: 6-21-2019

City of Bloomington

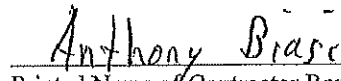
  
\_\_\_\_\_  
Les Coyne, President  
Board of Park Commissioners

  
\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

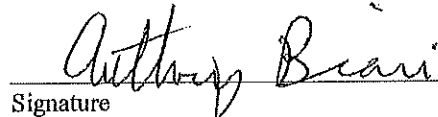
  
\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

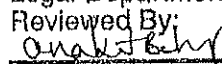
  
\_\_\_\_\_  
Donald Griffin, President  
Redevelopment Commission

Scenic Construction Services Inc.

  
\_\_\_\_\_  
Printed Name of Contractor Representative


President  
\_\_\_\_\_  
Title of Contractor Representative

  
\_\_\_\_\_  
Signature

<b>CITY OF BLOOMINGTON</b> Legal Department Reviewed By:  DATE: <u>04-02-2019</u>
--

11

CITY OF BLOOMINGTON  
Controller

Reviewed by:   
DATE: 6/21/19  
FUND/ACCT: 276-15-13224-54310

**ATTACHMENT A  
"SCOPE OF WORK"**

**RCA Community Park Trail Rehabilitation**

This project shall include, but is not limited to the following:

Demolition of the existing trail and boardwalks around the perimeter of the park and tree removal as required to construct the new trail. The project includes construction of park improvements; including trails, boardwalks, drainage swale enhancements and related site improvements. The project location is 1400 W. RCA Park Dr. The work will consist of furnishing labor, equipment and materials as described in the Specifications and Bid Documents.

ATTACHMENT B  
"E-VERIFY AFFIDAVIT"

STATE OF INDIANA )  
COUNTY OF Johnson )SS:

AFFIDAVIT

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

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

Anthony Biari  
Signature

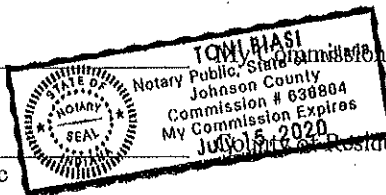
Anthony Biari  
Printed Name

STATE OF INDIANA )  
COUNTY OF Indiana )SS:

Before me, a Notary Public in and for said County and State, personally appeared Anthony Biari  
and acknowledged the execution of the foregoing this 21st day of June, 2019.

113  
Notary Public's Signature

Printed Name of Notary Public



Expires: \_\_\_\_\_

My Commission Expires: Johnson

ATTACHMENT C  
"NON-COLLUSION AFFIDAVIT"

STATE OF Indiana )  
 ) SS:  
COUNTY OF Johnson )

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 21<sup>st</sup> day of June, 2019.

Scenic Construction Services Inc.

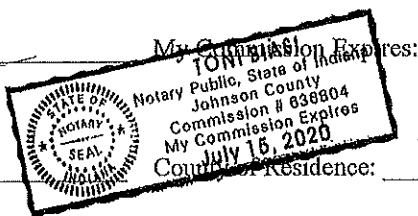
By: Anthony Biasi  
President

STATE OF Indiana )  
 ) SS:  
COUNTY OF Johnson )

Before me, a Notary Public in and for said County and State, personally appeared Anthony Biasi and acknowledged the execution of the foregoing this 21<sup>st</sup> day of June, 2019.

TL  
Notary Public's Signature

Printed Name of Notary Public



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

STATE OF INDIANA )  
COUNTY OF Johnson ) SS:

AFFIDAVIT

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

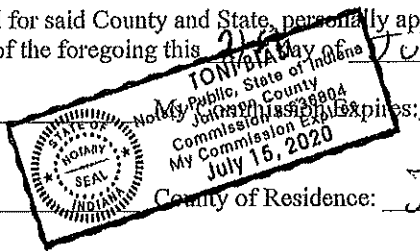
1. The undersigned is the President of Scenic Construction Services, Inc.  
(job title) (company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with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

Anthony Biari  
Signature  
Anthony Biari  
Printed Name

STATE OF INDIANA )  
COUNTY OF Johnson ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Anthony Biari and acknowledged the execution of the foregoing this 21st day of June, 2019.

10  
Notary Public's Signature



County of Residence: Johnson  
Printed Name of Notary Public



## STAFF REPORT

Agenda Item: C-12 Date: 1/22/2020
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Administrator Review\Approval PM
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**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Director  
**DATE:** January 28, 2020  
**SUBJECT:** ADDENDUM TO CONSULTANT AGREEMENT WITH MADER DESIGN FOR  
RCA PARK TRAIL REHABILITATION

### Recommendation

Staff recommends approval of this addendum to the design agreement with Mader Design for RCA Park Trail Rehabilitation project.

### Background

In April of 2018 BPRD entered into an agreement with Mader Design for design services including topographic survey, design of new accessible trail route, bidding assistance, and onsite construction inspection. This agreement expired in December of 2019, however we were not able to finish the work in that time so we need to amend the agreement to continue until October 31, 2020, in order to retain the onsite construction inspection services through the remainder of this project.

**RESPECTFULLY SUBMITTED,**

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

Dave Williams, Operations Director

**ADDENDUM I**  
**TO**  
**AGREEMENT FOR CONSULTANT SERVICES**  
(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2018)

WHEREAS, on April 24, 2018, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Mader Design (“Consultant”) for design services at RCA Park for reconstruction of the south loop trail and rehabilitation of north loop trail; and

WHEREAS, the Department wishes to extend the project schedule through October 31, 2020; and

WHEREAS, the Consultant is in agreement with said changes to the project schedule; and

WHEREAS, pursuant to Article 26 of said Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

**Article 1. Term:** To amend the Agreement to reflect changes in schedule shown in the Project Schedule, Exhibit A. Exhibit A is attached to and incorporated into this Addendum I to the Agreement. Original agreement is attached as Exhibit B.

**Article 2. Modification:** Any other modification to said Agreement shall be in writing per Article 26 of the Agreement.

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

**CITY OF BLOOMINGTON**

**MADER DESIGN, LLC**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Jeff Mader

\_\_\_\_\_  
Leslie J. Coyne, Park Board President  
Board of Park Commissioners

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel



**EXHIBIT “A”**  
**“Project Schedule”**

This project will be completed by October 31, 2020.

**EXHIBIT “B”**  
**ORIGINAL CONTRACT**

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
MADER DESIGN, LLC.  
FOR  
RCA PARK TRAIL REHABILITATION**

This Agreement, entered into on this 24<sup>th</sup> day of April, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Mader Design, LLC ("Consultant"),

**WITNESSETH:**

WHEREAS, the Department wishes to acquire design for rehabilitation of the loop walking trail at RCA Park; and

WHEREAS, the Department requires the services of a professional consultant in order to perform these design services (the "Services" as further defined below); and

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

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

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under

similar circumstances ("Standard of Care"). Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Twenty Five Thousand Five Hundred Dollars and zero cents (\$25,500). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Dave Williams  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's

compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

**Article 8. Identity of the Consultant**

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

**Article 9. Opinions of Probable Cost**

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

**Article 10. Reuse of Instruments of Service**

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

**Article 11. Ownership of Documents and Intellectual Property**

The final construction documents prepared under this agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or

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

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

**Article 24. Notices**

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

**Department:**

City of Bloomington  
Dave Williams  
401 N. Morton, Suite 250  
Bloomington, Indiana 47402

**Consultant:**

Mader Design, LLC  
Jeff Mader  
7506 S Madison Ave.  
Indianapolis, IN 46227

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall



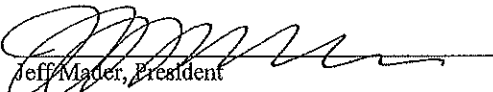
sign an affidavit, attached hereto as Exhibit D, affirming that Consultant has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

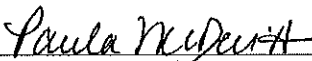
CITY OF BLOOMINGTON

  
Philippa M. Guthrie, Corporation Counsel

Mader Design, LLC

  
Jeff Mader, President

CITY OF BLOOMINGTON PARKS AND RECREATION


  
Paula McDevitt, Director

  
Kathleen Mills, President, Board of Park Commissioners

CITY OF BLOOMINGTON  
Controller

Reviewed by:

  
DATE: 4/17/18  
FUND/ACCT: 976-15-398

CITY OF BLOOMINGTON Legal Department Reviewed by:  DATE: 4/16/18
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## EXHIBIT A

### "Scope of Work"

The Services shall include the following:

#### Project Scope

Mader Design shall provide professional landscape architectural services to provide:

##### A. RCA Park

Project scope is anticipated to include a replacement of the trails around the perimeter of the site, including asphalt walkways, boardwalks replacement/improvements, consideration for new/additional culverts to help better manage storm drainage's impact to the trail system and ongoing maintenance. Project budget is anticipated to be approximately \$224,000.

- i. Assist with solicitation of Survey (to be included as reimbursable expense to this contract), enlist Bledsoe Rigged Cooper James, Inc. as surveyor, review and comment on completed survey to be used for site base plan. Anticipate survey shall include approximately 25-40' wide along existing trail alignment, and approximately 60' each side of a swale crossing. Anticipate conducting site visit to coordinate with surveyor the route and locations needed for inclusion in the survey.
- ii. Site visit to review existing conditions with survey, and prepare informal site assessment, and meet with Client to kickoff the project and begin design discussions.
- iii. Develop preliminary route/trail layout, primarily following existing route. Develop options for swale/drainage crossings considering boardwalk or raised pathway, culverts, and other methods of effective and budget conscious alternatives.
  - i. We anticipate being able to achieve crossings with minimal impact to drainage ways and without the need for impacting Waters of the US or requiring any special reviews or permitting.
  - ii. Civil engineer will be engaged in this project to provide review/input into grading/drainage, and basic coordination with City Engineer related to project parameters and requirements. City/regulatory agency reviews are not anticipated for this project, but may be provided as Additional Services if they become necessary.
- iv. Develop Construction Documents detailing trails and boardwalks/swale crossings. Facilitate 2 meetings with Client during Construction Document Phase to review design/documentation progress, review design/material options, and make decisions for the project. Bid documents shall include:
  - i. Existing Conditions and Demolition Plan.
  - ii. Site Layout Plan with dimensions and materials labeled, primarily indicating the route of the trail.
  - iii. Site Grading Plan indicating basic existing and proposed contours and spot elevations, basic drainage, and erosion control measures. Grading plan will primarily be developed with guidelines for longitudinal and cross slope limits. We do not anticipate developing regular cross sections or longitudinal sections of the trail.
  - iv. Planting Plan (may be included in Site Layout Plan), indicating trees, plants, lawn improvements, etc.
  - v. Site and Landscape Details indicating hardscape materials and assemblies as well as planting details.
  - vi. Written Specifications, primarily for boardwalks or other swale crossing materials. Other written specifications may be included on drawings or within technical specification booklet as appropriate. It is anticipated that Client will provide front end bidding and contract documents per City/Department standards for us to make minor edits.
- v. Provide drawings and specifications to Client's preferred vendor for reproduction/plan room to facilitate Bidder's procurement of Construction Documents.
- vi. Review Bids received by Client, review, inquire with Bidders if questions arise, and assist in making recommendations to Client.
- vii. During Construction Phase, provide services such as answer contractor questions, review submittals, and Client updates.
- viii. Approximately 6-8 Construction/Site meetings shall be provided, to include a preliminary and final Site Observation Report (punch list).

**EXHIBIT B**

**“Project Schedule”**

This project will be completed by December 31, 2019.

STATE OF INDIANA )  
 )SS:  
COUNTY OF Marion )

Signature Jeffrey P. Mader  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey A. Allen and acknowledged the execution of the foregoing this 4 day of May, 2018.

My Commission Expires: 4-18-2025

Larry Pleasant  
Printed Name of Notary Public

County of Residence: Marion

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 4<sup>th</sup> day of May, 2018.

Mader Design, LLC.

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

STATE OF Illinois )  
 ) SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey Mader and acknowledged the execution of the foregoing this 4 day of May, 2018.

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: 4-18-2025

Larry Pleasants  
Printed Name of Notary Public

County of Residence: Marion



## STAFF REPORT

Agenda Item: C-13  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Crystal Ritter, Community Events Coordinator  
**DATE:** January 28, 2020  
**SUBJECT:** REVIEW AND APPROVAL OF THE 2020 PERFORMANCE AND ENTERTAINMENT AGREEMENT TEMPLATE

### **Recommendation**

Staff recommends approval of 2020 Performance and Entertainment Agreement template. This agreement outlines the policies and expectations for the performing artists, visual artists, and entertainers who participate in the summer Performing Art Series, Peoples Park Concert Series and perform or provide entertainment of any kind at other Parks and Recreation hosted events. As well as outlines the policies and expectations for Parks and Recreation Department as we host these events.

### **Background**

Every year for the past 39 years, the Bloomington Parks and Recreation Department has brought free concerts to our community parks through the Performing Arts Series and, for the last 13 years, through the People's Park Concert Series as well. This agreement is used for the booking of performers, entertainers, and /or entertainment companies for the Bloomington Parks and Recreation sponsored events, the Performing Arts Series, the Peoples Park Concert Series, and for other programs. This year's agreement has been reworded to encompass a variety of art and entertainment forms. The name of the agreement has changed from "Performing Arts Series Artist Agreement" to the current name, "Performance and Entertainment Agreement". Dates on the agreement have been updated for 2020.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to be "Crystal Ritter", is written over a horizontal line.

Crystal Ritter, Community Events Coordinator

## **2020 PERFORMANCE AND ENTERTAINMENT AGREEMENT**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between \_\_\_\_\_, (“Artist/Entertainer”) and the City of Bloomington Parks and Recreation Department (“City”) WITNESSETH:

WHEREAS, the City operates an Outdoor Performance Series and City Events in various locations in Bloomington; and

WHEREAS, the Artist/Entertainer wishes to perform in the City’s series and/or City’s Event.

NOW, THEREFORE, the City hereby engages the Artist/Entertainer to perform or provide entertainment (“Performance”), and the Artist/Entertainer hereby agrees to perform or provide entertainment in the Outdoor Performance Series and/or City Event upon the terms and conditions contained in this Agreement, as follows:

1. **Payment: Weather-Related Cancellation.** The City agrees to pay to the Artist/Entertainer an honorarium in the amount of \$\_\_\_\_\_.00 Dollars for the Performance. The Artist/Entertainer agrees to provide the City with appropriate information to enroll the Artist/Entertainer in the City’s payment system as well as provide an invoice to the City for the contract amount. Payment should be made to \_\_\_\_\_ (Name of Payee).

If the Performance or Event is terminated early due to weather conditions, the Artist/Entertainer will receive full payment if more than one-half of the show/event has been completed. If the Performance or Event is terminated early due to weather prior to one-half of the show/event being completed, or prior to commencement of the show/event, then the Artist and the City agree to reschedule the Performance or Event at a mutually agreeable time, and the Artist will not receive any payment for performing on the date of the canceled show.

2. **Time and Place of Performance.** The Artist/Entertainer agrees to the following:

**Performance or Event Day:**

**Performance or Event Date:**

**Performance or Event Location:**

**Arrival Time:**

**Rehearsal/Set-up Time:**

**Performance/Event Time:**

**Length of Performance/Event:**

**Artist/Entertainer Reports To:**

3. **Members of Artist/Entertainer: Authority.** “Artist/Entertainer,” as used in this Agreement, includes each person who performs and/or provides services under this Agreement. The person signing this Agreement on behalf of the Artist/Entertainer, hereby represents that he or she has full authority to bind the Artist/Entertainer to the terms of this Agreement and that the City is entitled to rely upon the representations and authority made by the person signing this Agreement on behalf of the Artist/Entertainer.

The names, addresses and phone numbers of persons intending to perform and/or provide services under this Agreement, including any opening, guest performers, and artists are:

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The Artist/Entertainer shall inform the City's representative at the time of the Performance and /or Event of any changes to the list of performers/artists.

4. Independent Contractor; Control of Performance. During the term of this Agreement the Artist/Entertainer shall be an independent contractor, and not an employee of City. City shall not withhold any federal or state income taxes, social security or any other federal or state payments. The Artist/Entertainer shall have exclusive control over the means, method and details of fulfilling the Artist's/Entertainer's obligation under this Agreement, except for performance time, date and minimum and maximum length of the Performance/Event.
5. Indemnification. The Artist/Entertainer shall defend, indemnify and hold harmless the City, the City of Bloomington Board of Park Commissioners, and their employees, agents and officers from any and all claims, damages, costs, attorney fees, and other liability arising out of this Agreement, even if arising from the negligence of releasees, or caused by the reckless, negligent or intentional actions or omissions of the Artist during the performance of, and in connection with, this Agreement, including any claim for infringement of copyright, patent right or other property right.
6. General. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.

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

7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable municipal ordinances or codes of the City and of Monroe County. Suit, if any, shall be brought in Monroe County, Indiana.
8. State Immigration Law Requirements. Ind. Code 22-5-1.7-11(a) requires the City to obtain the following from business entities who have employees before it enters into a contract for services with those entities:
  - documentation that the business entity has enrolled in and participates in the E-verify program, unless the E-verify program no longer exists; and
  - an affidavit, provided in Appendix A, affirming that the business entity does not currently knowingly employ an immigrant who is not authorized to work in the U.S.



9. Copyright. In performing/providing artistic services under this Agreement, the Artist/Entertainer shall not infringe upon the copyright, patent right or other property right of anyone else.
10. Sale of Merchandise. At and immediately following the Performance/Event, the Artist/Entertainer may sell merchandise related to or promoting the Artist/Entertainer, such as CDs, records, art, and T-shirts, on the condition that ten percent (10%) of the gross sales proceeds from the Performance/Event is paid to the City. Payment is due within thirty (30) days of the Performance/Event date. The Artist/Entertainer shall be responsible for collection and payment of all sales tax and other taxes due upon the proceeds. The Artist/Entertainer shall keep accurate records of all sales proceeds, and shall provide copies of its sales records for the Performance/Event to the City upon request. The City reserves the right to disapprove particular items of merchandise that it determines are not sufficiently related to the Artist/Entertainer.

Contact -- City:

Contact – Artist/Entertainer:

Crystal Ritter/ Other City Contact \_\_\_\_\_  
PO Box 848  
Bloomington, IN 47402  
[ritterc@bloomington.in.gov/](mailto:ritterc@bloomington.in.gov) \_\_\_\_\_  
812-349-3725/ \_\_\_\_\_

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

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

**ARTIST/ENTERTAINER:**

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

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

**CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT**

By: \_\_\_\_\_  
Paula McDevitt, Director

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

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

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

## APPENDIX A

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

# AFFIDAVIT

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

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

Signature

Printed name

[illegible]

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

Notary Public

Printed name

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

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



## STAFF REPORT

Agenda Item: C-14 Date: 1/22/2020
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Administrator Review\Approval PM
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**TO:** Board of Park Commissioners  
**FROM:** Sarah Mullin, Community Gardens Specialist  
**DATE:** January 28, 2020  
**SUBJECT:** REVIEW AND APPROVAL OF THE PARTNERSHIP AGREEMENT  
WITH HILLTOP GARDEN AT INDIANA UNIVERSITY

### Recommendation

Staff recommends approval of the Partnership Agreement with Hilltop Garden at Indiana University. The purpose of this Agreement is to establish a partnership that supports collaborative garden education programming and a sharing of resources between Bloomington Parks & Recreation Department and Hilltop Garden at Indiana University.

### Background

The Partnership Agreement with Hilltop Gardens allows for Parks Department use of indoor and outdoor space at Hilltop for garden education, cross-promotion of events, and collaboration among staff. This spring, two gardening classes will be offered by the Parks Department at Hilltop Garden.

**RESPECTFULLY SUBMITTED,**

*Sarah S. Mullin*

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Sarah Mullin, Community Gardens Specialist



## **COOPERATION SERVICES AGREEMENT PROGRAM/ FACILITY PARTNERSHIP**

### **Partner(s):**

This Agreement is made and entered into this \_\_\_\_ day of January, 2020 by and between the City of Bloomington Parks & Recreation Department (“BPRD”), and The Trustees of Indiana University, which operates Hilltop Gardens at Indiana University (“Hilltop”).

WHEREAS, the BPRD and Hilltop desire to cooperate in providing gardening classes; and

WHEREAS, Hilltop is dedicated to reaching out into the community to promote garden programs and classes for the general public; and

WHEREAS, the BPRD would like to expand gardening class offerings to incorporate more hands-on experience; and

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

NOW THEREFORE, the partners do mutually agree as follows:

### **Purpose of Agreement:**

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

### **1.0 Duration of Agreement:**

The term of this Agreement shall begin January 1, 2020 and run through December 31, 2020. The partners may agree to renew or extend the term of this Agreement in writing only.

### **2.0 Bloomington Parks & Recreation Department Agrees to:**

- a. Maintain close communication with Hilltop staff, and bring any related issues to their attention.
- b. Assist with the distribution of promotional materials produced by BPRD, including flyers and registration information.
- c. Register all program participants, collect class charges and fees through the BPRD, maintain a database of registrant information, and distribute class information to participants.

- d. Provide up-to-date program publicity by publishing information in the BPRD's seasonal program brochure and on its website.
- e. Provide and pay instructors to teach gardening classes for the Community Garden Program (CGP) offered at Hilltop Gardens.
- f. Provide a site supervisor for all CGP programs.

### **3.0 Hilltop Gardens at Indiana University Agree to:**

- a. Maintain close contact with BPRD staff, and address with them any related facility issues.
- b. Assist with identifying potential instructors and coordinating class schedules for CGP.
- c. Assist with the distribution of promotional materials, including flyers and registration information.
- d. Provide program publicity on CGP programs on the Hilltop Gardens website and social media platforms.
- e. Provide the facility where the classes will be taught, and the appropriate garden area for seed starting, planting, maintenance and other class and event activities.
- f. Coordinate with BPRD the provision of any gardening tools necessary for class use, which include, but are not limited to, wheelbarrows, shovels, and rakes.
- g. Provide a safe, clean, and accessible facility that includes trash removal and restroom cleaning.
- h. Provide the BPRD staff with means to access and lock the facility. In the event this Agreement is terminated by either party, the method of access will be released back to Hilltop within 30 days of termination.

### **4.0 Agreement Terms Mutually Agreed to By Both Partners:**

- a. All marketing/promotional materials and public relations information will be shared between both partners involved **prior to** any advertising.
- b. BPRD and Hilltop staff will coordinate class schedules for the CGP.
- c. The staff and personnel involved in this Agreement will at all times represent themselves to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction
- d. Both partners agree that the following policies will apply to all activities undertaken at Hilltop pursuant to this Agreement:

1. Indiana University Bloomington campus firearm policy, which prohibits introducing, possessing, using, buying, or selling unauthorized weapons in university facilities and at university activities regardless of whether the owner has a valid state permit to carry the firearm.
  2. Indiana University Bloomington campus prohibitions of smoking and the consumption of alcoholic beverages shall apply to all participants in and visitors to gardening classes.
  3. Indiana University Bloomington campus tobacco policy, which prohibits the use or sale of tobacco on university-owned, -operated, and -leased property as well as in university-owned, -operated, and -leased vehicles.
  4. Indiana University Bloomington campus substance-free policy, which prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol on university property or while conducting university business off university property.
  5. Pursuant to Ind. Code 22-5-1.7-11(a), BPRD and Hilltop shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. None of the Partners to this Agreement are required to continue this verification if the E-Verify program no longer exists.
- g. The Parties acknowledge and agree that, as of the execution date of this MOU, BRPD is planning only programming for adult participants at Hilltop. BPRD acknowledges that the University has adopted a policy entitled Programs Involving Children, a copy of which is attached ("PIC Policy"). Additional resources and information concerning the Policy, may be found at: <http://policies.iu.edu/policies/categories/administration-operations/public-safety-institutional-assurance/PS-01.shtml> BPRD agrees that if it adds programming that is directed at youth participation, including one-off events, it will comply with the PIC policy.

## **5.0 Insurance**

The Trustees of Indiana University and City of Bloomington Parks & Recreation Department shall furnish each other with a certificate of insurance upon execution of this partnership Agreement. Each party will maintain comprehensive general liability insurance.

## **6.0 Termination**

- a. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2020 by mutual written agreement only.
- b. In the event that one of the partners to this Agreement breaches any of its terms and conditions, the other party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breach is not cured within ten days,

the non-breaching party may, at its option and in writing, unilaterally terminate this Agreement.

## **7.0 Notice**

- a. Notice regarding any significant concerns or issues of non-compliance shall be given to:

**Bloomington Parks & Recreation**

Becky Higgins  
401 N. Morton, Suite 250  
Bloomington, IN 47404  
barrickb@bloomington.in.gov  
812-349-3713

**Hilltop Gardens at Indiana University**

Mia Williams  
Indiana University  
Service Building, 1800 N. Range Road  
Bloomington, IN 47405  
812-855-1266

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

**Bloomington Parks & Recreation**

Sarah Mullin  
812-349-3704  
mullins@bloomington.in.gov

**Hilltop Gardens at Indiana University**

Kaylie Scherer  
812-855-8808  
akschere@indiana.edu

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

**CITY OF BLOOMINGTON**

**THE TRUSTEES OF INDIANA  
UNIVERSITY**

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Les Coyne, President  
Board of Park Commissioners

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Donald S. Lukes, Treasurer

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Paula McDevitt, Director  
Bloomington Parks and Recreation

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Mia Williams,  
University Landscape Architect

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Philippa M. Guthrie, Corporation Counsel



## STAFF REPORT

Agenda Item: C-15  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Sarah Mullin, Community Gardens Specialist  
**DATE:** January 28, 2020  
**SUBJECT:** REVIEW AND APPROVAL OF 2020 COMMUNITY GARDEN AGREEMENT

### Recommendation

Staff recommends approval of the 2020 Community Garden Agreement

### Background

The purpose of this Agreement is to outline the responsibilities of any person who rents a garden plot at any of our three Community Gardening Program sites.

In 2019 we added 12 new plots at Butler Park for a total of 220 plots available for rent at our 3 sites. In 2020, we will have a total of 241 plots available for rent. We plan to add 3 additional plots at Butler Park, and 39 new raised bed plots at Switchyard Park. Plot rentals are offered on a first come first served basis beginning at 8am on Wednesday, February 19.

Changes that have been made to the contract include closing of 14 additional plots at Willie Streeter Community Garden for remediation due to aggressive spreading of invasive weeds, and moving affected gardeners. We are working closely with the City Landscaper and her team to actively address this issue in 2020. Related to that closure, we have expanded the season extension area of the Willie Streeter garden so as to not spread invasive weeds through tilling and to offer alternative season extension plots to gardeners affected by the closure. We have also made adjustments to the maintenance request deadlines to more effectively address garden maintenance issues.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in blue ink that reads "Sarah S. Mullin".

Sarah Mullin, Community Gardens Specialist



*Gardener to keep p. 1-4 of this agreement for reference.*

*Garden and Plot #(s)--*

## **2020 CITY OF BLOOMINGTON COMMUNITY GARDENING PROGRAM GARDENER AGREEMENT**

In order to participate in the 2020 City of Bloomington Parks and Recreation's Community Gardening Program (CGP) at the Willie Streeter Community Gardens at Winslow Woods, 2120 S. Highland Ave., or Butler Park Community Gardens, 812 W. 9th St., or Switchyard Park Gardens, 1611 S. Rogers St., the gardener(s) agree(s) to the following by reading and signing below:

### **1. REGISTRATION**

Returning gardeners in good standing from last season are invited to register from February 3-14, 2020 for the rental of the same plot(s) they gardened in 2019. Beginning February 19, 2020, new gardeners and returning gardeners in good standing who wish to rent plots other than those rented in 2019 may register for garden plots on a first-come, first-served basis. At Butler Park Gardens up to two in-ground garden plot rentals or one raised bed rental per gardener will be considered prior to April 1, 2020. At Willie Streeter Gardens, gardeners may elect to rent up to 400 sq. ft. of in-ground plots (two large, one large and two small, or four small plots) or one raised bed. At Switchyard Park Gardens, one raised bed per gardener may be rented prior to April 1st. After April 1, 2020 additional plots may be rented, based on availability. Gardeners register and pay for garden plots in the current season only. Fees are used to offset direct costs of the CGP. No refunds on garden plots will be given unless the space can be assigned to another gardener. No refunds on abandoned garden plots will be given. Any refunds will be subject to a \$10 fee to cover administrative costs.

### **2. CONTACT INFORMATION AND COMMUNICATION**

Contact the CGP staff by email at [communitygardens@bloomington.in.gov](mailto:communitygardens@bloomington.in.gov), by phone at (812) 349-3704, or in-person during posted and scheduled, weekly work days at the gardens. The Garden Beet, the e-newsletter of the CGP, is published monthly, or more often when necessary, and sent via email by CGP staff. This newsletter informs gardeners about issues and events important to gardening with the CGP. Gardeners preferring an alternative method of communication for primary contact must indicate this on the CGP Registration Form. Notification of change of address or other contact information must be given to Parks and Recreation by e-mailing or calling CGP staff or visiting the main office at 401 N. Morton Street, Suite 250, within one week of making such a change.

### **3. GARDENING SEASON**

The 2020 CGP season runs from mid-April through October 31, 2020. Weather and other unforeseen factors may delay the opening of the gardens. Gardeners will be notified via e-mail and signs posted at the gardens if the opening is delayed. Maps showing rented plots with the last name of the gardener will be posted at each site and all garden plot numbers will be marked on a wooden stake located in each plot. Gardeners are responsible for maintaining their plot as soon as the gardens are open for the season or immediately upon rental. By Memorial Day, May 25, 2020, there should be marked progress toward a productive garden. This progress should include: at least half the plot under cultivation; plants established and cared for; path maintenance is carried out; weeds are being managed, etc. (see section 5).

### **4. TYPES OF PLOTS**

**Organic Plots vs Conventional Plots** - All plots at Butler Park and Switchyard Park Community Gardens and most of the plots at Willie Streeter are designated as organic plots. This means that the gardeners who rent them agree to adhere to organic practices as defined in the CGP document entitled *Organic Method Guidelines*, which describes chemical-free gardening practices. Although organic practices are strongly recommended for use by all gardeners, there are a number of large plots at Willie Streeter Community Gardens designated as Conventional Plots where gardeners may undertake some

conventional growing practices, also described in the *Organic Method Guidelines* sheet.

**Tilled Plots** - Some in-ground plots at Willie Streeter Community Gardens are prepared by a one- time tractor rototilling each spring prior to the opening of the gardens. Some gardeners appreciate renting plots that have this initial preparation done, although some residual plant material may be present after tilling. Success in the tilled plots is greater when additional soil cultivation is undertaken by the gardener to prepare for planting. The rental of tilled plots includes initial path preparation in the early spring, but on-going path maintenance on the part of the gardener is required (see section 5). Gardeners are able to continue the use of tilled plots through October 31, when the CGP gardening season closes, but may be approved to extend the gardening season through the Sunday before Thanksgiving if the gardener demonstrates their plot(s) are maintained/in good-standing and make request of the CGP staff to do so by October 2, 2020.

**Season Extension Plots** - These organic or conventional plots are not tractor tilled in the spring and cultivation of the soil is entirely up to the gardener. All plots at Butler Park and Switchyard Community Park Gardens, and certain large and small plots and all raised beds at Willie Streeter Community Gardens are considered Season Extension Plots (including all plots in rows A-E, all plots in rows 11-13, plots in rows EE, FF, GG, HH, II, JJ, KK, or other plots as determined by CGP staff), allowing the option of year-round use.

Gardeners who rent season extension plots may use the plot through the end of the gardening season or continue the use of the plot during the off-season, defined as November 1, 2020 -mid April, 2021 **or** upon the plot being rented by another gardener on or after February 15, 2021. To be eligible to continue use of a season extension plot through the winter, gardeners must demonstrate their preparedness for the colder season by having their crops and plots mulched or cover cropped and maintained in good standing (see section 5) and in full compliance with this Agreement by October 31, 2019. Gardeners may maintain allowed perennial plants and utilize trellises or other hardscaping year-round as long as they meet all the requirements of section 8 below. If a gardener is using a season extension plot for use only between mid-April and October 31, their plots must be put to bed by October 31, 2019, the end of the regular season (see section 6). In certain instances, plots may need to be taken out of rotation by CGP management. If this occurs, every effort will be made to replace that plot with a similar plot while maintaining the gardener's returning status.

## **5. MAINTENANCE**

**Garden Plots and Pathways** - Gardeners must consistently maintain their plot throughout the garden season. Regular maintenance includes: regular weeding, harvesting ripe produce, and removing all spent or diseased plants. Gardeners are also responsible for maintaining the woodchip paths adjacent to their plot(s) by keeping them weeded, and refreshing with chips as needed. All paths, whether wood chips or turf, must be kept free of overgrowing plants, gardening supplies and equipment. CGP staff will provide wood chips for path maintenance. Gardeners must make arrangements for weeding, watering, and harvesting in their absence. Gardeners unable to utilize or maintain their plot(s) and paths in the way described above, must contact CGP staff immediately. If contacted, CGP staff may be able to find a temporary solution until a gardener is able to continue maintaining the plot and paths.

**Unmaintained/ Abandoned Plots** - The garden staff will contact gardeners renting unmaintained plots by email, unless another form of preferred communication is indicated on the garden application. Those gardeners will be given two weeks from the initial email/communication attempt to comply with all requirements described in this Agreement. If the gardener does not comply by the end of this two-week period, the plot will be considered abandoned and the gardener will give up the privilege to participate in the CGP for the remainder of the 2020 season and the primary gardener may be charged a maintenance fee (\$60-\$120 for each large garden plot and \$30-\$60 for each small garden plot and raised bed).

Additionally, any participating gardener who gives up their plot under these circumstances will be limited to the rental of one plot in the next season and may not rent that plot until April 1. If a gardener addresses a two week maintenance request by the deadline, but subsequently leaves the plot unmaintained, the second maintenance request will have a one week deadline. A third request will have a 3 day deadline. CGP staff have the discretion to extend these deadlines if extenuating circumstances exist.

## **6. TURNING IN PLOTS/END OF SEASON**

**Tilled Plots** - Gardeners can finish gardening and turn in their plot to CGP staff at any time. If gardening in a tilled plot, this means clearing the plot of all plant material and mulching or cover-cropping the plot in such a way that it requires no further attention until the following season. This must be completed by October 31, unless special permission is given to tilled plot gardeners to continue gardening until the Sunday before Thanksgiving. If a gardener sufficiently maintains/clears, and cover crops or mulches their plot such that CGP staff does not need to do anything to the plot for the rest of the season, the gardener will be considered in good standing and may renew the same plot the following year. Gardeners must notify the CGP staff in writing/via email when turning in their plots any time prior to the end of the season, October 31. Any gardener leaving a plot so that CGP staff has to care for it in any way, may be charged a maintenance fee (see above) billed to the primary gardener and may be subject to the same restrictions as for an unmaintained or abandoned plot.

## **7. GARDEN HOURS**

Communal tools are available for use during garden hours which are scheduled, posted times every week when staff or a gardener volunteer agrees to oversee the open shed for this purpose. Gardeners interested in hosting regular garden hours should contact the staff. Hosts will receive a key to the shed for personal access throughout the season.

## **8. TOOLS, TRELLISING AND OTHER MATERIALS**

Gardeners are permitted to store tools, watering cans, or other materials they use in the regular maintenance of their plot during the regular gardening season, so long as they are stored within the boundaries of their plot. All items must be stored in a way that does not collect water for a period of time long enough to provide a habitat for mosquitoes. CGP tools will be available for gardeners to use on a first-come, first-served basis during posted garden hours when the sheds are open.

Gardeners must clean and return tools to the storage shed in an orderly manner after use. Soil amendments, trellising, stakes, cages and other hardscaping materials are permitted for use during the CGP season, as long as the items are kept within the boundaries of that gardeners plot(s) and are utilized within two weeks of being placed in those plot(s). Tomato cages and other staking is available near the CGP storage sheds for interested gardeners to use on a first-come, first-served basis. A limited number of tomato cages and stakes in good condition will be allowed to be stored near the sheds at the end of the season. Carpet may not be used as a weed barrier, or for any purpose, in any garden.

## **9. COMPOSTING**

Non-invasive plant material from garden plots may be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. Seeding weeds and diseased plants should be placed in a separate, labeled bin as to not compromise usable compost. All invasive weeds/plants must be promptly removed from the garden premises by the gardener and may not be placed in the compost. Gardeners must not place any materials in the wooded areas at any garden.

## **10. WATERING/HOSES**

Water spigots are located at each garden site. When using hoses, gardeners must be careful not to damage other garden plots. When finished watering, turn off water at the source, untangle and neatly

coil hose on the hose hanger next to spigot. Gardeners should notify staff if hoses are in need of repair.

#### **11. GATES/FENCING**

Gardeners must close and latch the gates of the tall deer fenced perimeter when entering and exiting the gardens. Gardeners are not permitted to put up hardscaped fence around individual plots, unless it is set back from the bounds of the plot by at least 12 inches.

#### **12. RESTRICTED AND PROHIBITED PLANTS**

Cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials are not allowed. Invasive plants including, but not limited to, *Artemisia vulgaris*/mugwort, wandering mint species, comfrey, and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The CGP staff will, at their discretion, determine if plants are problematic, invasive, or otherwise prohibited by the State of Indiana, and therefore not appropriate for culture in a community gardening setting. Refer to the CGP document entitled *Restricted and Prohibited Plants* for more information.

#### **13. TRASH**

Gardeners must promptly remove any trash they generate, including empty plant pots and trays, from the garden area and dispose of it properly.

#### **14. PETS**

Pets are not allowed inside the fence at any garden sites due to food safety concerns and as a courtesy to other gardeners.

#### **15. THEFT AND DAMAGE**

Gardeners should report any theft, vandalism, suspicious behavior or activity in the garden areas to CGP staff immediately. No person is permitted to remove anything from plots not rented by them. The City of Bloomington Parks and Recreation Department and staff, acting on behalf of the City, are not responsible for any damage to garden spaces, theft of produce or personal belongings in the vicinity of the gardens or elsewhere.

#### **16. LIABILITY AND INDEMNIFICATION**

The undersigned is an adult program participant, or is the parent or legal guardian of a program participant. The undersigned hereby states that s/he understands the activities that will take place in this program, and that the program participant is physically and mentally able to participate in this program. The undersigned recognizes, as with any activity, there is risk of injury. In the event that the program participant sustains an injury in the course of the program, and the City of Bloomington Parks and Recreation Department is unable to contact the appropriate person(s) to obtain consent for treatment, the City of Bloomington Parks and Recreation Department and/or its employees or volunteers are authorized to take reasonable steps to obtain appropriate medical treatment. The program participant and/or his/her parent or legal guardian shall be responsible for the cost of such treatment. The undersigned agrees to release, hold harmless, indemnify and defend the City of Bloomington, the Bloomington Parks and Recreation Department, its employees, agents, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this contract, even if arising from the negligence of releasees. It is understood that this release applies to any present or future injuries and that it binds the undersigned, undersigned's spouse, heirs, executors and administrators. The program participant may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity.

## 17. LAW AND VENUE

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

*Gardener to sign and return this page with registration form.*

*Garden and Plot #(s)\_\_\_\_\_*

**I, the undersigned, have read the City of Bloomington Parks and Recreation's Community Gardening Program Gardener Agreement and understand all of its terms. I agree with its terms and sign it voluntarily.**

_____ Primary Gardener, Printed Name	_____ Primary Gardener, Signature	_____ Date
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_____ Additional Gardener, Printed Name	_____ Additional Gardener, Signature	_____ Date
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_____ Additional Gardener, Printed Name	_____ Additional Gardener, Signature	_____ Date
--	---	---------------

_____ Parent or Guardian, Printed Name if gardener is age 17 or younger	_____ Parent or Guardian, Signature	_____ Date
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_____ Philippa M. Guthrie, Corporation Council	_____ Date
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_____ Paula McDevitt, Director	_____ Date
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## STAFF REPORT

Agenda Item: C-16  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Marcia Veldman, Program Coordinator  
**DATE:** January 28, 2020  
**SUBJECT:** FOOD AND BEVERAGE ARTISAN AGREEMENT AND FOOD TRUCK/PUSH CART AGREEMENT

### Recommendation

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

### Background

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

The Department is currently accepting proposals for both Food and Beverage Artisans and Food Truck/Push Carts with a due date of Monday, February 3, 2020. Information about the Request for Proposal (RFP) can be found on the Market website. In order to identify potentially more diverse applicants as was recommended by the Broadening Inclusion subcommittee of the Farmers' Market Advisory Council, RFP information was sent to staff in Community and Family Resources and to other partners in the community with connections to diverse populations.

Both Agreements were reviewed and approved by City Legal.

**RESPECTFULLY SUBMITTED,**

Marcia Veldman, Program Coordinator

## **Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market**

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

### **WITNESSETH:**

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

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

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

#### **A. TERM OF AGREEMENT**

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

#### **B. FOOD AND BEVERAGE ARTISAN RESPONSIBILITIES**

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

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

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

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

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

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

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



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

11. **Property Maintenance and Utilization:** The Artisan must vacate premises by 2:00 pm and remove all personal items and equipment. The Artisan must remove all recyclable and compostable materials from site. The Artisan must protect brick pavers within vending space from soiling due to food and beverage spills. The Artisan must ensure that weather protection devices are securely anchored. The Artisan must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Artisan hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Artisans participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Artisan is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). The Artisan shall sign an affidavit, attached as Exhibit A, affirming that the Artisan does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

liable to the City for actual damages.

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

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

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

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

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

**15. Expectations**

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

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

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

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

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

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

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

**C. RESPONSIBILITY AND RIGHTS OF PARKS**

Parks shall not invoice the Artisan for ten percent (10%) of gross sales.

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

**D. ASSIGNMENT OF AGREEMENT**

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

**E. BREACH OF AGREEMENT**

In the event one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

**F. TERMINATION**

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

**G. MISCELLANEOUS**

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

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

2. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
3. **Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the other party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
5. **Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

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

**Food and Beverage Artisan:**

6. **Intent to be Bound:** Parks and the Artisan each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
7. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Artisan. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

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Philippa M. Guthrie, Corporation Counsel

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Paula McDevitt, Parks Administrator

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Les Coyne, President Board of Park  
Commissioners

## EXHIBIT A

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

# E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

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

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

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

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

### **WITNESSETH:**

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

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

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

#### **A. TERM OF AGREEMENT**

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

#### **B. FOOD VENDOR'S RESPONSIBILITIES**

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

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

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

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

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

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

7. **Days and Hours of Operation:** The Food Vendor agrees to attend and sell at Market each and every Saturday beginning April 4, 2020 through September 26, 2020 from 8:00 am until 1:00 pm, and October 3, 2020 through November 21, 2020 from 9:00 am until 1:00 pm.
8. **Entering and Exiting the Market:** The Food Vendor must occupy the assigned space by 15 minutes prior to Market opening time.
9. **Assignments of Space:** Food Vendor will be assigned by Parks a vending space.
10. **Gift Certificate Program/SNAP:** The Food Vendor agrees to participate in the Farmers’ Market Gift Certificate Program/SNAP (GCP/SNAP) organized by the City. A Farmer/Food and Beverage Artisan Training Guide will be provided. The Food Vendor agrees to read the Training Guide and abide by the rules established in the Training Guide. Completion of a Substitute W9 form and Electronic Funds Transfer form is necessary for first-time participants in the GCP/SNAP. If the Food Vendor has participated in previous years, no further paperwork is necessary.



11. **Property Maintenance and Utilization:** The Food Vendor must vacate premises by 2:00 pm and remove all personal items and equipment. The Food Vendor must remove all recyclable and compostable materials from site. The Food Vendor must ensure that weather protection devices are securely anchored. The Food Vendor must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Food Vendor hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Food Vendors participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Food Vendor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). The Food Vendor shall sign an affidavit, attached as Exhibit A, affirming that the Food Vendor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

The Food Vendor shall require any subcontractors performing work under this contract to certify to the Food Vendor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program.

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

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

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

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

15. **Expectations**

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

Conduct at the Market on the part of the Food Vendor that the City deems to be contrary to the provisions of the Food Vendor agreement may result in

administrative action in accordance with the provision of the agreement, including but not limited to suspension or ejection from the Market and/or future Market events.

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

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

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

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

**C. RESPONSIBILITY AND RIGHTS OF PARKS**

Parks shall not invoice the Food Vendor for ten percent (10%) of gross sales.

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

**D. ASSIGNMENT OF AGREEMENT**

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

**E. BREACH OF AGREEMENT**

In the event one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

**F. TERMINATION**

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

**G. MISCELLANEOUS**

1. **Enforcement:** In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear expenses of such litigation, including, but not limited to, court costs and reasonable attorney fees.

2. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
3. **Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the other party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
5. **Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

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

**Food and Beverage Food Vendor:**

6. **Intent to be Bound:** Parks and the Food Vendor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
7. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Food Vendor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

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Philippa M. Guthrie, Corporation Counsel

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Paula McDevitt, Parks Administrator

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Les Coyne, President Board of Park  
Commissioners

# EXHIBIT A

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

# E-VERIFY AFFIDAVIT

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

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

Signature \_\_\_\_\_

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

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

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

Notary Public's Signature

Printed Name of Notary Public

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

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



## STAFF REPORT

Agenda Item: C-17  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Leslie Brinson- Community Events Manager  
**DATE:** January 28, 2020  
**SUBJECT:** FARMERS' MARKET ADVISORY COUNCIL POLICY UPDATE

### Recommendation

Staff recommends approval of updates to the Farmers' Market Advisory Council Policy. This policy has been reviewed and edited by the Legal Department and was last updated in 2012.

### Background

The staff have revised the Farmers' Market Advisory Council Policy to reflect the addition of two members to the Council. These members would represent the Food and Beverage Artisans and would serve one year terms on the Council. The addition of the Food and Beverage Artisans was a request taken to and recommended by the Farmers' Market Advisory Council in 2019 and agreed upon by staff. Due to the timing of the Food and Beverage Artisan selection process we are asking to extend, by one month, the current Farmers' Market Advisory Council terms. This will allow us to start all new members in April and set that precedent and timing moving forward. We have also updated some of the language regarding the appeal process to the Advisory Council as well as the Parks Board.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, which appears to read "Leslie Brinson". The signature is fluid and cursive, written over a horizontal line.

Leslie Brinson, Community Events Manager

## Advisory Council Policies - 5040

Date: February 28, 2012  
Revised: January 28, 2020

Accreditation Standard #: 1.1.1.2

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### **POLICY RE: Farmers' Market Advisory Council**

#### Advisory Council Established

The Farmers' Market Advisory Council ("Council") is composed of eleven (11) voting members, with no less than five (5) members being qualified electors of the City.

#### Qualifications of Council Members

The members of the Council shall serve without compensation. The members of the Council shall hold no other elected or paid public office in the City.

#### Term of Office and Vacancies of Council

Members of the Council shall generally serve for a period of two (2) years, except those representing the Food and Beverage Artisans which will serve for one (1) year. No member shall serve more than three (3) consecutive terms. Vacancies on the Council occurring otherwise than by expiration of term shall be filled in a manner set forth by the Board of Parks Commissioners. All members shall serve at the pleasure of the Board of Parks Commissioners.

#### Appointments to Council

Appointments to the Council and the filling of vacancies shall be made by the Board of Parks Commissioners. Vacancies shall be filled for the unexpired term only. Council composition shall consist of four (4) members representing Bloomington Community Farmers' Market ("BCFM") farm vendors, five (5) members representing BCFM customers and two (2) members representing the BCFM Food and Beverage Artisans.

#### Organization of Council

At its first regular meeting following April 1 of each year, the members of the Council shall elect the chair and vice-chair who shall hold office for one year. The chair shall preside over meetings, appoint appropriate sub-committees, direct the affairs, present an annual report to the Board of Park Commissioners, and assist the assigned staff person with the meeting agenda of the Council. In the absence of the chair, the duties of this office shall be performed by the vice-chair.



## Advisory Council Policies - 5040

**Date: February 28, 2012**  
**Revised: January 28, 2020**

**Accreditation Standard #: 1.1.1.2**

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### Procedure

The Council shall adopt rules and regulations to govern procedure and shall set a time for regularly scheduled meetings.

### Quorum

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

### Absence from Council Meetings

Absence of a member from two consecutive meetings, without formal consent of the Council noted in the official minutes, constitutes the voluntary resignation of such absent member and the position shall be declared vacant.

### Minutes of Council Meetings

The Administrator of the Parks and Recreation Department shall appoint a secretary to maintain accurate minutes of the activities and official actions of the Council. This secretary shall also serve as the staff liaison between the Council and the Parks and Recreation Department.

### Council Duties and Responsibilities

The duties and responsibilities of the Farmers' Market Advisory Council shall be to:

- A. Act in an advisory capacity to the Board of Parks Commissioners and staff in broad policy matters pertaining to the facilities and operations of the Bloomington Community Farmers' Market ("BCFM") and to cooperate with other civic groups and governmental agencies in the advancement of the BCFM within the Bloomington community;
- B. Provide input to staff to assist in the formulation of policies for the BCFM for approval by the Board of Parks Commissioners;
- C. Report to the Board of Parks Commissioners annually to discuss proposed policies, programs, budgeting, future needs or other matters requiring joint deliberation;

## Advisory Council Policies - 5040

Date: February 28, 2012  
Revised: January 28, 2020

Accreditation Standard #: 1.1.1.2

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- D. Recommend to the Board of Parks Commissioners policies based on needs of vendors, customers and downtown businesses and organizations;
  - E. Assist the Board of Parks Commissioners in communicating to the citizens about the operation of the BCFM, using the BCFM policies and any rationales supporting Board decisions;
  - F. Aid in promoting farm marketing as a concept to the community and stimulate public awareness of the benefits of farm marketing;
  - G. Assist in stimulating interest in the needs of the BCFM by serving on projects or study committees as requested by Parks and Recreation staff;
  - H. Assist Parks and Recreation staff in relaying information to and from individuals and the community regarding the BCFM;
  - I. Work with local, state and national public and private organizations in a mutually cooperative manner for the betterment of the BCFM.
  - J. Address the first phase of appeals from BCFM decisions to not contract with a farm vendor or to terminate a contract with a farm vendor:
    - 1. Farm Vendor whose current contract is terminated during the BCFM season:
      - a. The City has the discretion to terminate an agreement with a Vendor if a breach of contract is found to have occurred after a properly conducted staff investigation.
      - b. The City's termination may be appealed by the Vendor according to the protocol for appeal/hearing process outlined in the Farm Vendor Contract.
      - c. The Council will determine the procedure for the hearing at the beginning of the hearing: both City Staff and Vendor may make their arguments before the Council.
      - d. The Council's decision may be appealed to the Board of Parks Commissioners according to the protocol for appeal/hearing process outlined in the Farm Vendor Contract.
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## Advisory Council Policies - 5040

Date: February 28, 2012  
Revised: January 28, 2020

Accreditation Standard #: 1.1.1.2

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2. Former Farm Vendor who was notified by the City that it had no intent to contract with the Vendor in the immediate future:
    - a. The City has the discretion to not enter into an agreement with a former BCFM Vendor, if the City determines that it is not in the best interest of the City to do so.
    - b. A Vendor who has been notified of the City's intention to not contract with them in future seasons, may appeal that finding to the Council in writing and request a hearing.
    - c. The Council will determine the procedure for the hearing at the beginning of the hearing: both City Staff and Vendor may make their arguments before the Council.
    - d. The Council will make a determination after hearing all parties with regards to the City's decision to not renew the Vendor's contract.
    - e. If the Vendor wants to further appeal the matter before the Board of Parks Commissioners, the Council may choose to put its determination in writing and submit that to the Board, or, to appear before the Board and present its determination orally. The Board of Parks Commissioners' decision is not appealable to any other City body or authority.
    - f. If on appeal from a City decision not to renew a former Vendor's contract, the Council confirms the decision, and the Council's determination is confirmed by the Board of Parks Commissioners, then the former Vendor will be required to go through the following steps before an application will be considered for a new contract:
      - i. to communicate with both City Staff and the Council and provide reasonable assurance through documentation that Vendor is willing and able to abide by the Contract;
      - ii. to submit a request to the Council to sell at the BCFM by January 1 of the year in which the Vendor wants to sell at the BCFM, when the former Vendor believes he/she has restored the City's and Council's trust and wishes to apply for a new Vendor Contract;

## Advisory Council Policies - 5040

Date: February 28, 2012  
Revised: January 28, 2020

Accreditation Standard #: 1.1.1.2

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- iii. If both City Staff and the Council are reasonably assured that the vendor is willing and able to abide by the Contract, the City will then have the discretion to decide to contract with the former Vendor to sell at the BCFM at that time, after the Vendor has submitted a timely application;
  - iv. The Board of Parks Commissioners will only entertain appeals that are based on evidence submitted by the Vendor; demonstrating that the Council and/or the City Staff have abused their discretion, under abuse of discretion standards acknowledged by law.
3. Applicants for a New Farm Vendor Contract who were not selected to sell at the BCFM:
- a. The City has the discretion to not enter into a Farm Vendor Contract with an Applicant.
  - b. If the Applicant wishes to appeal the City Staff's decision not to contract, the Applicant may do so to the Council, which shall hear the City Staff's and the Applicant's positions and determine whether the City Staff abused its discretion not to contract. If no such abuse is found, the Council shall confirm the City Staff's decision.



## STAFF REPORT

Agenda Item: C-18  
Date: 01/23/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Scott Pedersen, Youth Sports Coordinator  
**DATE:** January 28, 2020  
**SUBJECT:** APPROVAL OF SOFTBALL SUPPLY ORDER

### Recommendation

Staff recommends that the Board of Park Commissioners approve the purchase softballs through USA Softball of Indiana (formerly Indiana ASA) based upon the quoted quantities and prices below. Funds are from NR 201-18-187001-52420.

### Quantities

96 dozen 11" Hot Dot 52/300 Synthetic Slowpitch Softballs  
189 dozen 12" Hot Dot 52/300 Composite Slowpitch Softballs

\*Please note we will not be purchasing Fastpitch softballs this year based upon existing inventory and program demand.

### Quotes

\*Please note normally we would be purchasing the 11" Hot Dot 52 52/300 Composite ball however we have been informed that the manufacturers, Worth and Dudley, are not making the Composite ball this year, and instead we are recommending the Synthetic version of the 11" instead.

Please see three different quotes below.

<u>Qty (dz)</u>	<u>Cost (dz)</u>	<u>Subtotal</u>	<u>USA Softball of Indiana- Worth</u>
96	\$42	\$4,032	11" Hot Dot 52 52/300 Synthetic Yellow Slowpitch
189	\$47	\$8,883	12" Hot Dot 52 52/300 Composite Yellow Slowpitch
		\$12,915	Total

<u>Qty (dz)</u>	<u>Cost (dz)</u>	<u>Subtotal</u>	<u>USA Softball of Indiana- Dudley</u>
96	\$41	\$3,936	11" Thunder SY 52/300 Synthetic Slowpitch
189	\$48	\$9,072	12" Thunder ZN 52/300 Composite Yellow Slowpitch
		\$13,008	Total

<u>Qty (dz)</u>	<u>Cost (dz)</u>	<u>Subtotal</u>	<u>USA Softball of Indiana- Demarini</u>
96	\$42	\$4,032	11" 52/300 Synthetic Yellow Slowpitch
189	\$47	\$8,883	12" 52/300 Composite Yellow Slowpitch
		\$12,915	Total

### **Background**

This represents our annual order of softballs for use throughout our programs. For more than a decade, all adult slow pitch leagues run by the City of Bloomington have been USA Softball Sanctioned. In 2020, Bloomington Parks and Recreation will also host six USA Softball sanctioned events for youth and adults, including the USA Softball 14B GFP Northern Nationals.

USA Softball of Indiana has a purchasing agreements with Worth/Rawlings Sports, Dudley, and Demarini to provide softballs at a discount to any USA Softball of Indiana sanctioned agency. Purchasing softballs through the USA Softball of Indiana purchasing agreement with Worth/Rawlings will provide savings over purchasing through other retailers.

**RESPECTFULLY SUBMITTED,**

---

Scott Pedersen, Youth Sports Coordinator



## STAFF REPORT

Agenda Item: C-19  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Rebecca Jania, Natural Resources Coordinator  
**DATE:** January 28, 2020  
**SUBJECT:** REVIEW/APPROVAL OF ENVIRONMENTAL RESOURCES ADVISORY COUNCIL APPOINTMENTS

### **Recommendation**

Staff recommends approval of Environmental Resources Advisory Council appointments, Jeff Ehman, Angie Shelton, Denise Gardiner, and Bill Jones. The Common Council has appointed Sue Sgambelluri as the new Council Liaison.

### **Background**

The Environmental Resources Advisory Council (ERAC) acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) members and one (1) ex-officio member. There are currently four positions on the advisory council up for reappointment.

All four applications were received from current members of the advisory council. Staff values the input of members seeking reappointment and would be pleased to have them serve an additional term.

**RESPECTFULLY SUBMITTED,**

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

Rebecca Jania, Natural Resources Coordinator

onboard

City of Bloomington, Indiana – John Hamilton, Mayor

Admin

Rebecca Jania

[Boards/Commissions](#)[People](#)[Seats](#)[Liaisons](#)[Apply](#)**Jeffrey Ehman****Email**

jlehman@indiana.edu

**Phone Number**

812-325-7937

**Address**

1300 S Dunn St.

**City**

Bloomington

**Zip**

47401

**Do you live in the city limits?**

Yes

**Occupation**

Consultant, Educator

**How did you hear of this opening?**

City Staff

**Of other, please describe:****Please explain your interest**

I am interested in continuing to serve on the Environmental Resources Advisory Council (ERAC). I have been serving as the representative from City of Bloomington utilities (CBU) for several years.

**Please describe your qualifications**

I have several yeas of experience with both ERAC and CBU. I have a PhD in environmental science. I have been a resident of Bloomington for over 50 years.



onboard

City of Bloomington, Indiana – John Hamilton, Mayor

Admin

Rebecca Jania

[Boards/Commissions](#)[People](#)[Seats](#)[Liaisons](#)[Apply](#)

## Angie Shelton

### Email

angieshltn@gmail.com

### Phone Number

812-360-7974

### Address

4218 E Saratoga Dr

### City

Bloomington

### Zip

47408

### Do you live in the city limits?

Yes

### Occupation

Teacher

### How did you hear of this opening?

Other

### Of other, please describe:

current member

### Please explain your interest

I have been a member of ERAC since 2008. I have a Ph.D. in Environmental Science and have done a variety of environmentally-related research projects in Monroe County. I currently teach Environmental Science at BHSN and we do a variety of research projects and volunteer work related to environments in Bloomington city parks.

### Please describe your qualifications

onboard

City of Bloomington, Indiana -- John Hamilton, Mayor

Admin

Rebecca Jania

[Boards/Commissions](#)[People](#)[Seats](#)[Liaisons](#)[Apply](#)

## Denise Gardiner

### Email

dagardin@iu.edu

### Phone Number

812-325-3324

### Address

1203 S Weatherstone Ln

### City

Bloomington

### Zip

47401

### Do you live in the city limits?

Yes

### Occupation

IU professional staff

### How did you hear of this opening?

Other

### Of other, please describe:

application to continue serving for another term

### Please explain your interest

I have resided in Bloomington 27 years now and use the parks often. My primary activities are walking for exercise (Bryan Park, B-line), birdwatching (Griffy, Leonard Springs), and playing golf (Cascades). I have already served one two-year term on ERAC and have enjoyed and learned from the experience. Through work on this committee I've gained a great appreciation of the skill and dedication of city employees who work in this area - Steve Cotter, Rebecca Jania, Jon Behrman, Joanna Sparks, Paul McDevitt. I appreciate the opportunity to support their good work in this citizen advisory capacity. My general philosophy remains as stated on my original application in January 2018. I believe that

onboard

City of Bloomington, Indiana – John Hamilton, Mayor

Admin

Rebecca Jania

[Boards/Commissions](#)[People](#)[Seats](#)[Liaisons](#)[Apply](#)

## William Jones

### Email

joneswl@indiana.edu

### Phone Number

812-334-3485

### Address

1305 E. Richland Dr.

### City

Bloomington

### Zip

47408

### Do you live in the city limits?

No

### Occupation

Retired

### How did you hear of this opening?

City Staff

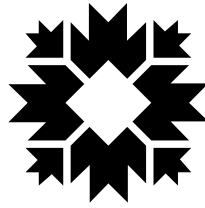
### Of other, please describe:

### Please explain your interest

I have been a long-time member of ERAC. I find it very purposeful and believe that I bring an important water quality and ecological experience to the Council.

### Please describe your qualifications

Retired IU SPEA professor with 40 years experience in lake & watershed assessment and management.



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-19  
Date: 1/22/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Division Director Sports  
**DATE:** January 28, 2020  
**SUBJECT:** CONTRACT SERVICES WITH MILESTONE CONTRACTORS, L.P. FOR TWIN LAKES SOFTBALL PARKING LOT OVERLAY

### Recommendation

Staff recommends approval of this contract. GOB 977-18-18016E-54510

### Background

This project has been in concept for quite some time and included in the bond projects. The parking lot at Twin Lakes Softball has many springs that deposit minerals on the asphalt and discolor it. This project includes a swale to try to mitigate the water runoff and improve durability and looks. It includes a 1.5" overlay of asphalt on top of the old surface.

Bid packages were approved by the controller and sent out and publicized in November 2019. We received five bids on the deadline of January 6, 2020. The low bid was by Milestone Contractors, L.P. \$77,900. We have done business with them and they are responsive and responsible. The other bids were as follows: E & B Paving \$112,800, DC Construction \$108,200, Crider & Crider \$103,500, Lentz Paving \$96,960.

**RESPECTFULLY SUBMITTED,**

---

John Turnbull, Division Director Sports

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
MILESTONE CONTRACTORS, L.P.  
FOR  
TWIN LAKES SOFTBALL PARKING LOT OVERLAY**

This Agreement, entered into on this 28 day of January, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Milestone Contractors, L.P. (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to overlay pave the Twin Lakes Softball Parking Lot; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform Twin Lakes Softball Parking Lot Overlay (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 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with John Turnbull, Division Director of Sports 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 Seventy Seven Thousand Nine Hundred Dollars and zero (\$77,900). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

#### **Article 5. Appropriation of Funds**

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

#### **Article 6. Schedule**

Contractor shall perform the Services by October 31, 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.

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		Shannon Brock, Estimator
Attn: John Turnbull		Milestone Contractors, L.P.
401 N. Morton, Suite 250		1602 West Third Street
Bloomington, Indiana 47402		Bloomington, IN 47404

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

**MILESTONE CONTRACTORS, L.P.**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Todd Fawver, Vice President

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Leslie J. Coyne, President,  
Board of Park Commissioners

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

#### Swale

A one foot shoulder shall be left between the parking lot and the new swale.

The swale shall begin 50 feet to the west of the most north and east parking lot light pole. This swale is to capture spring water that stains the pavement. It is to be 5':1' from start point to the concrete walk at the vacated batting cage. Then 3':1' from that point to the grass swale behind field #2. The concrete walk is to be saw cut and demolished to accommodate the swale. Remove all landscaping near this concrete walk.

#### Clean and Preparation

All vegetation of paving surface shall be removed. Clean and prepare paving surface with a power broom machine to free the entire surface of any dust, debris, and deleterious matter immediately before applying overlay.

#### Tack Coat

Apply uniformly AET Tack Coat at .05 per square yard prior to overlay. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.

#### Pavement Overlay

Hot Mix Asphalt (HMA) material shall conform to applicable requirements of INDOT Standard Specifications latest edition, Sections 402. 9.5 mm aggregate or smaller. Mill joints as needed and provide the smooth slope to facility walkway entry. The area of pavement is the rectangle parking lot terminating at the end of each drive. Scope of overlay is not to extend up either drive but terminate at the 90 degree angle at the bottom of the entry drives where the parking lot begins. Check with the owner of there is any confusion on this point.

#### Parking Markings

Marking the pavement for parking is part of the scope of this project. Owner will consult with contractor to confirm ADA compliance for number and size of spaces prior to marking.

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

8  
Mid Service Contract

**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 \_\_\_\_\_, 2020.

**Milestone Contractors, L.P.**

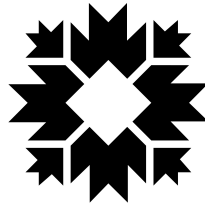
By: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-21  
Date: 01/23/2020

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Mark Sterner, General Manager, Twin Lakes Recreation Center  
**DATE:** January 28, 2020  
**SUBJECT:** SERVICE AGREEMENT WITH GILLES HOME SALES AND SERVICE

### Recommendation

Staff recommends approval of this agreement. Funds, if expensed are from 201-18-185000-52420.

### Background

We are seeking to use Gilles Home Sales and Service for the preventative maintenance and repairs to the fitness and cardio equipment at the Twin Lakes Recreation Center. This is the second year that the TLRC is seeking approval with this company. Gilles Home Sales and Service will provide, at no charge, up to four additional service calls for the facility, outside the regular schedule of preventative maintenance visits, for repairs of equipment that is listed under the service agreement contract. After the fourth additional service call, labor for repairs will be billed at a discounted labor fee of \$50 per hour, plus travel. Factoring the cost of parts and labor after four additional service calls this service agreement is not to exceed \$5,000.

**RESPECTFULLY SUBMITTED,**

Mark Sterner  
General Manager, Twin Lakes Recreation Center

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
GILLES HOME SALES AND SERVICE**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Gilles Home Sales and Service ("Contractor").

**Article 1. Scope of Services** Contractor shall provide general cleaning, a safety inspection, a series of maintenance checks of fitness equipment at the Twin Lakes Recreation Center, and any necessary adjustments and calibrations on each piece of exercise equipment itemized during the agreement period. ("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 Sterner as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Sterner, 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 by December 31, 2020. Time table for routine maintenance is scheduled quarterly. Additional repairs take place as needed.

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

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, Attn: Mark Sterner, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Gilles Home Sales and Services. 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

#### Gilles Home Sales and Service

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Cherelle Lampkins, Sales Rep.

#### CITY OF BLOOMINGTON PARKS AND RECREATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Leslie J. Coyne, President  
Board of Park Commissioners



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

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.

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

\_\_\_\_\_  
Printed Name of Notary Public

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Gilles Home Sales and Service**

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

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

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

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

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