



CITY OF BLOOMINGTON
Parks and Recreation

Per Executive Order by the Governor this meeting will be conducted electronically. The public may access this meeting at the following link: <https://zoom.us/j/95866873123>

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, May 19, 2020 4:00pm – 5:30pm

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of April 28, 2020
- A-2. Approval of Claims Submitted April 28, 2020 – May 18, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Public Comment Period -
- B-2. Bravo Award - Cathy Myer (Sarah Owen)
- B-3. Parks Partner Award -
- B-4. Staff Introductions -

C. OTHER BUSINESS

- C-1. Review/Approval of contract with Eco Logic LLC (Joanna Sparks)
- C-2. Review/Approval of partnership with Summer STAR Foundation (Rebecca Jania)
- C-3. Review/Approval of license agreement with OuterSpatial (Rebecca Jania)

D. REPORTS

- D-1. Administration Division - Administrative/Community Relations Update (Paula McDevitt)
- D-2. Recreation Division - Recreation Update (Becky Higgins)
- D-3. Sports Division - Project Updates (John Turnbull)
- D-4. Operations Division - Capital Project Updates (Dave Williams)

ADJOURNMENT

Statement on public meetings during public health emergency:

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

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



A-1
05-19-2020

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, April 28, 2019
4:00 p.m. – 7:00 p.m.

Zoom Meeting

CALL TO ORDER

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

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

Staff Present: Paula McDevitt, Dave Williams, Becky Higgins, John Turnbull, Julie Ramey, Kim Clapp, Dee Tuttle, Amy Shrake, Crystal Ritter, Erik Pearson, Marcia Veldman, Bill Ream, John Turnbull, Barb Dunbar, Rebecca Jania, Steve Cotter, Erin Hatch, .

Board Comments: *Kathleen Mills stated* during this meeting, public comments can be made through FB live or emailed to Paula McDevitt.

A. CONSENT CALENDAR

- A-1. Approval of Minutes of March 24, 2020 meeting
- A-2. Approval of Claims Submitted March 24, 2020 through April 27, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus -None

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

B. PUBLIC HEARINGS/APPEARANCES - None

B-1. Appeal of Park Suspension - None

B-2. Public Comment Period - None

B-3. Bravo Award – None

B-4. Parks Partner Award – IU School of Optometry

Sarah Owen, Community Relations Coordinator the Bloomington Parks and Recreation Department would like to recognize IU School of Optometry as the recipient of the Parks Partner Award. For the past six years, the IU School of Optometry has generously served as the title sponsor of the annual Children's Expo. The event features free health screenings, camp registrations, youth sports leagues, nonprofit services, and many other local resources and opportunities for families with young children. The Department is incredibly grateful for the ongoing support from the IU School of Optometry, and is proud to recognize them with the Parks Partner Award.

Dr. Katie Connolly on behalf of the IU School of Optometry and the Atwater Eye Care Center. Dr. Katie Connolly thanked the Board for the recognition. They enjoy working with the Parks Department. It provides a lot of good opportunities for the children in the community, and it gives students great exposure and opportunity to work with children. They look forward to post COVID, when they will be able to start work with the public again, and help the children in the best way they can.

Board Comments: Kathleen Mills thanked IU School of Optometry and the Atwater Eye Care Center for their support and participation.

Israel Herrera congratulated Paula and the Department on receiving the IU School of Public Health, the Recreation Parks and Tourism Study, Community Partner of the Year Award.

Paula McDevitt, Director Ivy Tech recognized Kid City Camp as Community Partner of the Year Award. We are pleased to accept this award, and want to recognize Amy Shrake for her work with Kid City.

Staff Introduction – None

B-6 Staff Recognition – None

C.OTHER BUSINESS

C-1 Review/Approval of Partnership with Bloomington Junior League Baseball Assoc.

Dee Tuttle, Sport Facility/Program Manager the department wishes to provide an opportunity for the community to participate in specialized recreation programs that are designed to meet the needs of youth and to promote health and well-being. This Agreement outlines a partnership which will combine available resources from each party, to allow the Bloomington/Monroe community to participate in an affordable, effective and diverse youth baseball program, for ages 5 to 12 year olds, designed to introduce beginners to the sport as well as provide for skill advancement. Staff recommends approval of the partnership agreement with Bloomington Junior League Baseball Association.

Less Coyne made a motion to approve the partnership with Bloomington Junior League Baseball Assoc. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-2 Review/Approval of Partnership with Monroe County Senior League Baseball Assoc.

Dee Tuttle, Sports Facility/Program Manager the department wishes to provide an opportunity for the community to participate in specialized recreation programs that are designed to meet the needs of youth and to promote health and well-being. This Agreement outlines a partnership which will combine available resources from each party, to allow the Bloomington/Monroe community to participate in an affordable, effective and diverse youth baseball program, for ages 13 to 19 year olds, designed to introduce beginners to the sport as well as provide for skill advancement. Staff recommends the approval of this Partnership with Monroe County Senior League Baseball Association. Projected revenue is approximately \$4,000.

Less Coyne made a motion to approve the Partnership with Monroe County Senior League Baseball Assoc. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

C-3 Review/Approval of Bloomington Junior League Baseball Assoc. North for Winslow Concessions

Dee Tuttle, Sports/Facility/Program Manager this Agreement outlines a partnership which will allow the Bloomington Junior League Baseball Association (BJLBA) to operate the concessions area at Winslow Sports Complex. BJLBA uses profits to offset program costs and other related expenses. BJLBA is in good standing with the Department, and will pay the Department a fee of \$7,500 for use of the area.

Less Coyne made a motion to approve the partnership with Bloomington Junior League Baseball Assoc. North for Winslow Concessions. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

C-4 Review/Approval of Partnership Agreement with Ivy Tech Community College

Amy Shrake, Facility/Program Coordinator there is a need to provide summer teen programming in Bloomington as well as a combined art and recreation experience for K-5th graders. The purpose of this Agreement is to establish a partnership that will provide children an educational and fun summer program, that incorporates a wide variety of structured activities, including but not limited to swimming, off-site field trips and indoor and outdoor recreation opportunities. Staff recommends the approval of this Partnership with Ivy Tech for College for Kids, and Ivy Arts for Kids programs.

Less Coyne made a motion to approve the partnership agreement with Ivy Tech Community College. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

C-5 Review/Approval of Partnership Agreement with Lake Monroe Sailing Association

Amy Shrake, Facility/Program Coordinator the Department wishes to provide a sailing instruction program for the general public. The purpose of this Agreement is to outline a program partnership, which will provide an opportunity to the Bloomington community to participate in a diverse sailing program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide skill advancement. Staff recommends the approval of this Partnership Agreement with Lake Monroe Sailing Association.

Board Comments *Les Coyne* inquired if the scholarship program is available for this program. *Paula McDevitt* responded scholarships are available. *Israel Herrera* inquired if there was a difference in fee for beginner participants and participants with advance skills. *Amy Shrake* responded the fee is the same for both, and is a flat fee. \$36.00 of the fee goes to the Department for administrative fees. *Israel Herrera* inquired what the plans for this summer would be. *Amy Shrake* stated this will be left up to the expertise of Lake Monroe Sailing Association, but we will be kept informed of their decisions.

Less Coyne made a motion to approve the partnership agreement with Lake Monroe Sailing Association. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

C-6. Review/Approval of Partnership with Special Olympics Monroe County

Amy Shrake, Facility/Program Coordinator there is an apparent need for Special Olympics programs in Bloomington. The purpose of this Agreement is to outline a program partnership that will provide an opportunity for the Bloomington community to participate in a Special Olympic sports program, not otherwise available, that is designed to introduce beginner participants to a sport and allow for skill advancement. Staff recommends the approval of this Partnership with Special Olympics Indiana – Monroe County.

Board Comments *Israel Herrera* inquired if this is individual or team sports, and if opened to anyone in the community or through an organization. *Amy Shrake* responded there are both individual and team sports. Special Olympics Monroe County works with the Department and other community organizations and schools.

Less Coyne made a motion to approve the partnership agreement with Special Olympics Monroe County. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

C-7. Review/Approval of Contract with Kingsnake Sounds

Crystal Ritter, Community Events Coordinator the Department wishes provide engineering services and sound equipment at 2020 community events. The Department requires the services of a consultant to provided engineering services, set-up and tear-down of sound equipment, and sound equipment rental. Staff recommends this contract with KingSnake Sound Company. Payment not to exceed \$2000.

Board Comments *Kathleen Mills* inquired if the fees are per event. *Crystal Ritter* stated the department would be charged a flat fee/per event. *Israel Herrera* inquired on the date of the summer kick off. *Crystal responded* this program is scheduled for May 22nd, a decision will be made later this week to proceed, reschedule or cancel this event. *Israel Herrera* inquired on the breakdown of the fees. *Crystal responded* the events are paid from multiple account lines.

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

C-8. Review/Approval of Partnership Agreement with Ryder

Crystal Ritter, Community Events Coordinator the Department wishes to provide free outdoor movies for the benefit of the general public. The purpose of this Agreement is to outline a program partnership which provides increased affordable entertainment opportunities for the Bloomington community by combining available resources from each partner to the Agreement. Six films will be shown at four different locations. No significant changes have been made to this year's agreement.

Board Comments *Israel Herrera* inquired on the diversity of the six films. *Crystal Ritter* responded the movies being shown this summer are Princess Bride, Toy Story 4, Spiderman into the Spider-Verse, Young Frankenstein, O Brother, Where Art Thou?, and the 2019 version of Aladdin.

Kathleen Mills abstained from voting. *Less Coyne* made a motion to approve the contract with Kingsnake Sound. *Israel Herrera* seconded the motion. Any public comments or questions seeing none. Vote taken, 2 – yes, 1- abstained, motion carried.

C-9 Review/Approval of Banneker Community Center Advisory Council Bylaws/Guidelines

Erik Pearson, Program/Facility Coordinator since the restructuring of the Banneker Community Center Advisory Council (BCCAC) in 2019, staff, BCCAC liaisons, and BCCAC members have worked to update bylaws for BCCAC. Staff is seeking approval of these updates.

Board Comments *Kathleen Mills* requested more details to the makeup of the Banneker Community Center Advisory Council. *Erik Pearson responded* there is a minimum of twelve voting members that come from a diverse background. The Council is made up of parents of program participants, representatives from near the Westside neighborhood, and individuals who work in the IU community. *Israel Herrera* inquired about the diversity, if there are any Latino members. *Erik Pearson responded* currently the majority are African American, there are no Latino members at this time. The goal of this group is to match the diversity of the Banneker Community Center's participants and families that we serve. That is something we will continually work to achieve as we move forward.

Less Coyne made a motion to approve the Banneker Community Center Advisory Council Bylaws/Guidelines. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

C-10 Review/Approval of Contract with Chef for Hire

Erik Pearson, Program/Facility Coordinator- Banneker Center the Department wishes to vend meals for summer food service program; and requires the services of a professional consultant in order to perform the development of meals to follow state guidelines. Chef for Hire will produce, package and deliver the appropriate amount of breakfast, lunch and dinner meals to the Banneker Community Center twice per week. All fees and expenses are not to exceed \$30,000. The Banneker camp summer program is grant funded through the USDA Summer Food Service Program.

Board Comments *Israel Herrera inquired* on the health requirements of the meals. *Erik Pearson responded* in order to be reimburse for the summer food program, the state requires the meals served meet certain healthy guidelines. Portions of fruit, vegetable and grains must be included. Chef for Hire is a state approved vendor, and works closely with the state to make sure all guidelines are met.

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

C-11 Review/Approval of Farmers' Market Advisory Council Member Recommendations

Marcia Veldman, Farmers' Market Coordinator staff recommends the appointment of Cortland Carrington, Becky Vada, Whitney Schlegel and Melanie McQuinn as farmer representatives, Katie Zukoff and Jesus Barajas as food and beverage artisan representatives, and Janice Lilly, Michael Gleeson, Mara Lea Rosenbarger and Lynn Schwartzberg as customer representatives to the Farmers' Market Advisory Council.. A notice was posted in the Herald-Times, Market

Web site, in the Market Beet, in the Market customer newsletter, and through the Broadening Inclusion group, via networks of Community and Family Resources, sent to approximately 15 organizations representing diverse populations, and in the vendor newsletter. There were a total of 10 openings and 22 applications were received.

Board Comments: *Israel Herrera inquired* how many applications were received for the food and beverage artisan representatives, and how were applicants chosen. *Marcia Veldman responded* three applications were received, recreation staff conferred on the selection.

Less Coyne made a motion to approve the recommendations for the Farmers' Market Advisory Council Member. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

C-12 Review/Approval of Contract with Code and Key Escape Room

Bill Ream, Community Relations Coordinator the Department wishes to provide the community the opportunity to participate in a unique summer event. PBRD and Code and Key Escape Rooms desire to cooperate in the provision of a community event called the Strange Things Escape Adventure for the general public. The program will be an affordable and family-friendly summer event, which will be a fun way for the members of the Bloomington community to challenge themselves and enjoy the beautiful outdoors. Staff recommends the approval of this agreement with Code & Key Escape Rooms.

Less Coyne made a motion to approve the contract with Code and Key Escape Room. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-13 Review Approval of Contract with Big House Fun Rental

Bill Ream, Community Events Coordinator, the Department wishes to provide entertainment for children at 2020 events. The Department requires the services of a professional consultant to provide rental, set up, and dismantle of bounce houses, and other equipment at various events throughout the 2020 season. The Department shall pay contractor for all fees and expenses in an amount not to exceed \$3,500. Staff recommends the approval of this contract with Big Bounce Fun House.

Less Coyne made a motion to approve the contract with Big House Run Rental. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

Paula McDevitt introduced Daniel Dixon, City Attorney who has been assigned to Parks and Recreation.

C-14 Review/Approval of Contract with Kentucky Fairways Zoysia Farm

John Turnbull, Division Director Sports the Department wishes to have Zoysia grass installed on 9 holes at Cascades Golf Course. The Department requires the services of a professional contractor to measure, deliver and install approximately 46,920 square yards of Meyer Zoysia sod on Pine 9 fairways. Staff recommends the approval of this contract with Kentucky Fairways Zoysia Farm in the amount of \$239,292. This projected if funded through General Obligation Bond Series D. Kentucky Fairways Zoysia Farm was the only bid submitted for this project.

Less Coyne made a motion to approve the contract with Kentucky Fairways Zoysia Farm. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-15 Review/Approval of Service Agreement with Alexander Electric

John Turnbull, Division Director Sports the Department wishes to manage emergency and/or standard repairs, services and maintenance, while meeting all public work project requirements. The Department requires the services of a qualified contractor to provide routine/emergency electrical repair, routine/emergency electrical maintenance as needed. Staff recommends the approval of this service agreement with Alexander Electric, not to exceed \$7,000.

Less Coyne made a motion to approve the service agreement with Alexander Electric. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-16 Review/Approval of Contract with Lentz

John Turnbull, Division Director Sports, to maintain court surfaces in good condition, the department wishes to refurbish to Bryan Park Tennis Courts. The department requires the services of a professional contractor to repair cracks and overlay 1.5 inches of new pavement. Staff recommends approval of this contract with Lentz Paving, LLC in an amount not to exceed \$76,000. Funding is through General Obligation Bond.

Less Coyne made a motion to approve the contract with Lentz. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-17 Review/Approval of Contract Addendum with DEEM

John Turnbull, Division Director Sports on February 25, 2020, the department entered into a contract with DEEM Inc., to provide periodic series to the Frank Southern Ice Arena. Since that time, DEEM, Inc. has experienced price increases. Both parties wish to amend the original service agreement to reflect price increases of Monday-Friday 7am -6pm from \$100 per hour to \$120 per hour and for all other times from \$150 to \$180. Staff recommends approval of this addendum with DEEM, Inc.

Less Coyne made a motion to approve the contract addendum with DEEM. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-18 Review/Approval of Partnership Agreement with Centerstone

Dave Williams, Director of Operations the Department wishes to provide well maintained parks for the community to enjoy. The Department and Centerstone wish to continue the partnership for a parks maintenance crew, landscaping crew, and Cascades Golf Course crew. This partnership provides Centerstone clients an opportunity to work for Centerstone in Bloomington Parks and Recreation Departments parks, and Cascades Golf Course. The agreement will expire December 31, 2020. Staff recommend approval of this Partnership.

Less Coyne made a motion to approve the partnership agreement with Centerstone. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-19 Review/Approval of Partnership Agreement with Monroe County Public Library

Rebecca Jania, Natural Resources Coordinator the Department wishes to encourage participants to visit City of Bloomington parks using sustainable modes of transportation. The Department and the Monroe County Public Library desire to combine resources to establish a program known as the 'Park Crawl', a program to inspire participants to adopt sustainable life –style choices by incentivizing public transportation and reusable products. Staff recommends approval of this partnership.

Board Comments: *Israel inquired* what was the rescheduled date, and what parks are included in this event.

Rebecca Jania responded the event was rescheduled to the month of August. Six city parks and one county park are included in the event, the unique features, such as the mural at People's Park and workout facilities at Bryan Park, will be highlighted.

Less Coyne made a motion to approve the partnership agreement with Monroe County Public Library. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-20 Review/Approval of Contract with Aquatic Control, Inc.

Rebecca Jania, Natural Resources Coordinator the Department wishes to update the Griffy Lake Aquatic Vegetation Management Plan, and control invasive species in Griffy Lake. The Department requires the services of a professional consultant for; pre-treatment distribution map for each exotic species, post-treatment Tier II Survey, post-treatment map with the herbicide(s) and acreage, public meeting to present results, permit meeting with DNR and local sponsors, plan update document preparation and treat Eurasian Watermilfoil. Staff recommends approval of this contract to Aquatic Control Inc. in the amount of \$14,500. BPR has been awarded \$11,600 of grant funding for this project, remaining \$2,900 will be funded from Natural Resources General Fund. Contract is pending final grant approval from Indiana Department of Natural Resources.

Less Coyne made a motion to approve the contract with Aquatic Control, Inc. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-21 Review/Approval of Contract Addendum with Rundell Ernstberger Associates

Dave Williams, Operations Director the Department entered into a contract with Rundell Ernstberger Associates, LLC on July 21, 2015 for a comprehensive construction design of the McDoel Switchyard Park property. Both parties wish to amend the original contract with this fourth Addendum, for continued construction inspections services and increase compensation in the amount of \$231,630. The additional amount will be funded through the Redevelopment District Tax Increment Revenue Bonds of 2015. With this change, the total amount of the full agreement will be \$3,280,771.70.

Less Coyne made a motion to approve the contract addendum with Rundell Ernstberger Assoc. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-22 Review/Approval of Contract with Rundell Ernstberger Assoc. for Gateway Sidewalk

Dave Williams, Operations Director the Department wishes to design a sidewalk for access to future site of civic gateway. The Department requires the services of a professional contractor to perform design services related to a proposed sidewalk along the west side of the median on the north end of Millers Showers Park between College Ave and Walnut Street. Staff recommend approval of this contract with Rundell Ernstberger Assoc.

Less Coyne made a motion to approve the contract with Rundell Ernstberger Assoc. for Gateway sidewalk. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-23 Review/Approval of MOU with Collegiate Development for Sidewalk Construction in Millers Showers Park

Dave Williams, Operations Director City Planning has approved Collegiate Development's project, for a large student residence development on North Walnut Street, which requires the removal of an existing sidewalk for installation of a new waterline. To maintain safe pedestrian travel, City Planning and Collegiate Development has approached the Department regarding the feasibility of Collegiate Development to construct a sidewalk on the northern tip of Millers-Showers Park. The City of Bloomington is currently developing a "Gateway" treatment in this area. The Memorandum of Understanding for Board consideration requires Collegiate Development to fund all survey and construction costs for a permanent sidewalk, and to adhere to Rundell Ernstberger's design. Funding for the sidewalk design would be provided by Bloomington Parks and Recreation. Staff recommends approval of this MOU.

Less Coyne made a motion to approve the Memorandum of Understanding with Collegiate Development for the Millers Showers sidewalk. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-24 Review/Approval of Contract with White Buffalo

Steve Cotter, Natural Resource Manager the Department wishes to control the deer population at Griffy Lake Nature Preserve, and to participate in the Community Hunting Access Program (CHAP), developed by the Indiana Department of Natural Resources. The Department requires the services of a professional consultant for recruitment of hunters, provide proficiency screening for hunting applicants, supervise scheduled hunting activities, select general hunting locations within Griffy Lake, facilitate removal of harvested deer, and generate a report as required by the CHAP grant award. All firearm rules and regulations that apply to hunting deer in the state of Indiana will be followed. The hope is to schedule the hunts to coincide with first three weekends of firearm deer hunting season. A private security firm will be hired at a later date, to keep the property boundaries secure. Staff recommends approval of contract with White Buffalo, Inc. in the amount of \$32,500.

Less Coyne made a motion to approve the contract with White Buffalo. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-25 Review/Approval of Partnership Agreement with Middle Way House

Erin Hatch, Urban Forester, the purpose of this agreement is to allow limited use of 55 city trees as part of the Wrapped in Love campaign. This fundraising campaign is used to raise awareness and funds for supportive services for survivors of domestic violence, sexual violence and human trafficking. Staff recommends approval of this partnership with Middle Way House.

Less Coyne made a motion to approve the partnership agreement with Middle Way House for the Wrapped in Love campaign. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-26 Review/Approval of Contract with Bartlett Tree Experts

Erin Hatch, Urban Forester the Department wishes to continue treating for the Emerald Ash Boar. The Department requires the services of a professional consultant to perform systemic root flare injections. Staff recommends approval of this contract with Bartlett Tree Experts in the amount not to exceed \$11,812.50, funding is from General Fund Urban Forestry.

Less Coyne made a motion to approve the contract with Bartlett Tree Experts. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-27 Review/Approval of Addendum to Farmers' Market Contracts

Marcia Veldman, Farmers' Market Coordinator to reflect changes made to the structure of the Market to address COVID-19, staff recommends approval of addenda to the Farm Vendor, Food and Beverage, and Food Truck contracts. The changes allow for the flexibility needed in the rapidly evolving situation including changes to fee structure and to host an online Market. The addenda notes the suspension of the point system and an allowance to utilize stand assistants. Staff recommends approval of these changes.

Less Coyne made a motion to approve the addendum to the Farmers' Market Contracts. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

C-28 Review/Approval of Fee Additions to the 2020 Price Schedule

Rebecca Higgins, Recreation Service Director due to COVID-19, staff recommends approval of new fees for the Farmers' Market contract for May 2020. Staff recommends farm and food vendors pay an \$18 weekly fee, a \$12 weekly fee for senior and children farm vendors, and an addition fee range of \$5-\$25 for misc. items, such as curbside pickup and home delivery options.

Staff recommends approval of \$220/per child/per week for the CARES (Childcare and Recreation Emergency Services) Program, developed to provide childcare opportunities for first responders and medical workers during the stay at home order.

Kathleen Mills read an email comment regarding Farmers' Market fees.

Board Comments Board and staff agreed to change the language to "staff recommends approval of the new fees for the Farmers' Market contract for May and as needed".

Less Coyne made a motion to approve the fee additions to the 2020 Price Schedule. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions. Vote taken, motion unanimously carried 3-0

D Reports

D-1 Operations Division – No Report

D-2 Recreation Division – No Report

D-3 Sports Division – No Report

D-4 Administration Division

Paula McDevitt, Director introduced *Kevin Osburn* and *Kevin Sweetland* of *Rundell Ernstberger Associates, LLC*

Kevin Osburn this is a refinement to the conceptual design that was presented earlier this year. Some minor refinements maybe required to the design. RLR Associates has assisted in preparing these ideas.

Kevin Sweetland presented the *Bicentennial Gateway Project Update*.

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 gateway locations

North Gate located at Millers Showers Park would contain following feature:

- Change the grass island to a unique and special entrance to the city.
- Limestone entry sign - Bloomington
- Plaza would have a pavilion with an organic shape resembling a bloom. Contemporary materials would be used, and would be internally lit to become a beacon for the city.
- Ribbon of different rooms with dramatic spring bloom displays, seating would be available in these areas.
- Conversations stones with small reliefs that highlight local culture

West Gate located at Bloomfield Road would contain the following features:

- Would set close to the Twin Lakes Sports Park, and nestled into the hillside
- Walkway added, site would be reached by pedestrians and bikes
- Programmable, internally lit “Bloomington” sign, with color scheme options
- Native understory trees would be used as a backdrop to the sign
- Limestone outcropping in front of the sign for visitor interaction
- For natural feel, field of wildflowers leading up to the limestone outcropping
- Conversation stones reliefs with bits of text meant to introduce visitors to prominent local artists, poets, thinkers and resources.

Arlington Pedestrian Bridge would contain the following features:

- Add a grove of trees along the bypass all the way to Walnut Street
- Connect bridge to the two existing bike paths using two shared paths on the north and south sides of St. Rd. 46.
- Tree top mosaic with glass sequence lit at night.
- Tree city salutation “Welcome to the Tree City” back-lit with stand-off lettering

Board Comments: Kathleen Mills stated the design is amazing and is impressed with the way the theme ties to Bloomington. Israel Herrera inquired why there was not a gateway planned for the south and east sides of the City. Paula McDevitt responded four gateways were originally proposed, one site was removed from the plan as it was located on private property. Les Coyne stated this is a very creative and striking plan, and reflects the diversity of the city. He is concerned with maintenance and vandalism of the lit signs. Israel Herrera inquired if there were plans for flags or date plaques for each location. He inquired if there was the ability to have a letter lit in multiple colors at the west gate location. Kevin Osborn responded it may be possible to have multiple colors. Israel Herrera inquired to keep visitors at the locations, were tables planned for the sites. Kevin Sweetland stated, there were no plans for tables, the areas would allow seating and picnicking either by using the limestone outcroppings at the west gateway or a blanket at the north gateway. Waste receptacles have been placed throughout the sites. Israel Herrera inquired if the community would be involved in making the decision in the selection of colors for lighting the signs. Paula McDevitt responded at the beginning of this process, the community had the ability to provide input for the plans. This can be revisited when making plans for the next steps. Les Coyne inquired if the lit signs would be distracting to the drivers. Kevin Osbourne

stated there is a fine balance between being artistic, innovate, creative, and approachable to pedestrians and bikes, while not being distracting to vehicular traveling public. Those are all considerations that will be taken into the detailed design.

Julie Ramey, Community Relations Manager presented the Trail System Branding and Signage Design.

As the city's trail system continues to expand, the need for comprehensive trail branding and signage has become apparent. Bloomington Parks and Recreation in 2019 contracted with RLR Associates in 2019 to thoroughly review the city's network of multi-use trails, and to develop a cohesive brand for each trail. RLR Associates also developed a Trail Sign Manual that outlines specific sign materials, heights, and distances in compliance with current trail signing standards.

The Trail System and Signage Design includes the following:

- Consistent branding on each trail
- Standard traffic signs will remain for safety
- Signs on each trail will have the same shape for economy purposes
- A designated color will be assigned to each trail
- B-line logo will be kept
- Trails logos will have a similar look to the B-line logo
- Trails will be recognizable as an entire trail systems
- Design guide lines for future expansion of new trails and new connectors
- Primary and secondary trail identifications
- Trail locator system for emergency services
- Trails will be more use friendly

Board Comments: Israel Herrera inquired if multi language signs would be used on the trails. Julie Ramey responded we are exploring those options. Most recently with the Farmers Market, where four welcoming languages are included on signage. Expanding this into the trail system can be considered. Kathleen Mills commented the trail locator system for emergency services is very forward thinking.

Paula McDevitt thanked staff for the quick response to the COVID-a9 pandemic. Staff continued to maintain the parks and trails, are reinventing programs and creating new virtual programing for the community.

ADJOURNMENT

Meeting adjourned at 7:00 p.m.

Respectfully Submitted,



Kim Clapp
Secretary Board of Park Commissioners



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Invoice Date Range 05/04/20 - 05/15/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	474082325001	18- Name badge paper, laminating pouches	Paid by EFT # 35177		05/05/2020	05/05/2020	05/15/2020		05/15/2020	11.04
5099 - Office Three Sixty, INC	1624178	18- Pens, pencils, paper	Paid by EFT # 35178		05/05/2020	05/05/2020	05/15/2020		05/15/2020	164.51
Account 52110 - Office Supplies Totals									Invoice Transactions 2	\$175.55
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	67404612	Cancel a	18- Flight Cancellation	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020		05/15/2020	35.00
Account 53230 - Travel Totals									Invoice Transactions 1	\$35.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	1075		18-Sam's Club Memberships	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020		05/15/2020	85.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$85.00
Program 181000 - Administration Totals									Invoice Transactions 4	\$295.55
Program 181100 - Marketing										
Account 52420 - Other Supplies										
6530 - Office Depot, INC	474082325001	18- Name badge paper, laminating pouches	Paid by EFT # 35177		05/05/2020	05/05/2020	05/15/2020		05/15/2020	19.15
11693 - The Award Center, INC	59775	18-name badges	Paid by EFT # 35220		05/05/2020	05/05/2020	05/15/2020		05/15/2020	30.00
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$49.15
Account 53310 - Printing										
818 - Everywhere Signs, LLC	56416	18-Bloomington Mask Drive directional yard	Paid by EFT # 35100		05/05/2020	05/05/2020	05/15/2020		05/15/2020	82.00
818 - Everywhere Signs, LLC	56392	18-Cascades pilot road closure QR code signs	Paid by EFT # 35100		05/05/2020	05/05/2020	05/15/2020		05/15/2020	180.00
818 - Everywhere Signs, LLC	56391	18-info and directional signs Bloomington Fabric	Paid by EFT # 35100		05/05/2020	05/05/2020	05/15/2020		05/15/2020	144.00
129 - FedEx Office and Print Service, INC	021100041069	18-Print and laminate Blgtn Fabric Mask wall	Paid by EFT # 35103		05/05/2020	05/05/2020	05/15/2020		05/15/2020	51.21
3892 - Midwest Color Printing, INC	INV-13245	18-Erin Hatch business cards	Paid by EFT # 35160		05/05/2020	05/05/2020	05/15/2020		05/15/2020	54.25
3892 - Midwest Color Printing, INC	INV-13428	18-Hsiung Marler business cards	Paid by EFT # 35160		05/05/2020	05/05/2020	05/15/2020		05/15/2020	70.31
Account 53310 - Printing Totals									Invoice Transactions 6	\$581.77
Account 53320 - Advertising										



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6648 - Garrett J Poortinga (Green Hat Media, LLC)	20200421Parks	18-video production and editing Virtual	Paid by EFT # 35187	05/05/2020	05/05/2020	05/15/2020	05/15/2020	1,273.00
				Account 53320 - Advertising Totals		Invoice Transactions 1		<u>\$1,273.00</u>
Account 53910 - Dues and Subscriptions								
3560 - First Financial Bank / Credit Cards	OB13F37-0012	18- March Charges Robly Subscription	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020	05/15/2020	535.50
6830 - Andrew Lambert (Lambert Consulting)	1588	18-Cascades social media management April	Paid by EFT # 35149	05/05/2020	05/05/2020	05/15/2020	05/15/2020	300.00
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2		<u>\$835.50</u>
Account 53990 - Other Services and Charges								
52910 - Markey's Audio Visual, INC	I0400501W	18-sound & light services at Swichyard	Paid by EFT # 35156	05/05/2020	05/05/2020	05/15/2020	05/15/2020	788.80
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		<u>\$788.80</u>
				Program 181100 - Marketing Totals		Invoice Transactions 12		<u>\$3,528.22</u>
Program 182500 - Frank Southern Center								
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002524603	18-Landfill	Paid by EFT # 35047	05/04/2020	05/04/2020	05/04/2020	05/04/2020	(126.73)
				Account 53950 - Landfill Totals		Invoice Transactions 1		<u>(\$126.73)</u>
				Program 182500 - Frank Southern Center Totals		Invoice Transactions 1		<u>(\$126.73)</u>
Program 183500 - Golf Services								
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002523454	18-Landfill	Paid by EFT # 35047	05/04/2020	05/04/2020	05/04/2020	05/04/2020	231.01
				Account 53950 - Landfill Totals		Invoice Transactions 1		<u>\$231.01</u>
				Program 183500 - Golf Services Totals		Invoice Transactions 1		<u>\$231.01</u>
Program 184000 - Natural Resources								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	648009	18-3 paint brushes	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	2.37
394 - Kleindorfer Hardware & Variety	647546	18-3" scrapper (9.99), numbers (2.29), letters	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	15.77
				Account 52420 - Other Supplies Totals		Invoice Transactions 2		<u>\$18.14</u>
				Program 184000 - Natural Resources Totals		Invoice Transactions 2		<u>\$18.14</u>
Program 184500 - Youth Services -Juke Box								
Account 52310 - Building Materials and Supplies								
5819 - Synchrony Bank	000000 GQNL MJ	18-AJB Papertowels	Paid by Check # 71804	05/05/2020	05/05/2020	05/15/2020	05/15/2020	28.90
				Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1		<u>\$28.90</u>
Account 53910 - Dues and Subscriptions								



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3560 - First Financial Bank / Credit Cards	1075	18-Sam's Club Memberships	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020	05/15/2020	80.00
Program 186500 - Community Events			Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1			\$80.00
Account 53910 - Dues and Subscriptions			Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 2			\$108.90
3560 - First Financial Bank / Credit Cards	1075	18-Sam's Club Memberships	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020	05/15/2020	80.00
Program 186500 - Community Events			Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1			\$80.00
Account 52420 - Other Supplies			Program 186500 - Community Events-Gardens Totals		Invoice Transactions 1			\$80.00
409 - Black Lumber Co. INC	435995	18-ropes	Paid by EFT # 35069	05/05/2020	05/05/2020	05/15/2020	05/15/2020	48.19
Program 186502 - Community Events-Gardens			Account 52420 - Other Supplies Totals		Invoice Transactions 1			\$48.19
Account 52420 - Other Supplies			Program 186502 - Community Events-Gardens Totals		Invoice Transactions 1			\$48.19
53203 - Natures Link INC	32546	18 - Additional sod for Winslow 3 lip	Paid by EFT # 35171	05/05/2020	05/05/2020	05/15/2020	05/15/2020	185.00
Program 187202 - Youth Sports-Winslow			Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1			\$185.00
Account 52340 - Other Repairs and Maintenance			Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 1			\$215.82
394 - Kleindorfer Hardware & Variety	647117	18- Zippy Ties for Windscreens/Dugout	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	215.82
Account 53950 - Landfill			Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1			\$215.82
2260 - Republic Services, INC	0694-002528869	18-Landfill	Paid by EFT # 35047	05/04/2020	05/04/2020	05/04/2020	05/04/2020	185.71
Program 187500 - Banneker			Account 53950 - Landfill Totals		Invoice Transactions 1			\$185.71
Account 53910 - Dues and Subscriptions			Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 3			\$586.53
3560 - First Financial Bank / Credit Cards	1075	18-Sam's Club Memberships	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020	05/15/2020	80.00
Program 189000 - Operations			Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1			\$80.00
Account 52210 - Institutional Supplies			Program 187500 - Banneker Totals		Invoice Transactions 1			\$80.00
313 - Fastenal Company	INBLM218234	18-trash bags	Paid by EFT # 35102	05/05/2020	05/05/2020	05/15/2020	05/15/2020	331.47



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9269 - Ferguson Facilities Supply, HP Products #3400	0107388-1	18-handsoap, disinfectant	Paid by EFT # 35104	05/05/2020	05/05/2020	05/15/2020	05/15/2020	279.45
394 - Kleindorfer Hardware & Variety	647547	18-gas can, dust pan	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	18.49
394 - Kleindorfer Hardware & Variety	649865	18-1 case spray primer, 2 gal bleach	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	5.58
394 - Kleindorfer Hardware & Variety	647829	18-1 bx screws, dust pan, scrub brushes	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	34.51
Account 52210 - Institutional Supplies Totals						Invoice Transactions 5		\$669.50
Account 52230 - Garage and Motor Supplies								
394 - Kleindorfer Hardware & Variety	647547	18-gas can, dust pan	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	43.99
394 - Kleindorfer Hardware & Variety	650481	18-snap ring pliers, rubber o-rings	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	30.29
476 - Southern Indiana Parts, INC (Napa Auto Parts)	312916	18-starting fluid, brake fluid, car wash, clamps	Paid by EFT # 35212	05/05/2020	05/05/2020	05/15/2020	05/15/2020	25.34
476 - Southern Indiana Parts, INC (Napa Auto Parts)	312914	18-parts washer solvent	Paid by EFT # 35212	05/05/2020	05/05/2020	05/15/2020	05/15/2020	95.49
Account 52230 - Garage and Motor Supplies Totals						Invoice Transactions 4		\$195.11
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	648022	18-plexiglass for shield protector	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	31.59
53005 - Menards, INC	47689	18-swing pipe, geardrive	Paid by Check # 71801	05/05/2020	05/05/2020	05/15/2020	05/15/2020	135.60
365 - Rogers Group, INC	0713004088	18-stone for Olcott Park Drainage Project	Paid by EFT # 35200	05/05/2020	05/05/2020	05/15/2020	05/15/2020	38.00
365 - Rogers Group, INC	0713004165	18-stone to cover culvert	Paid by EFT # 35200	05/05/2020	05/05/2020	05/15/2020	05/15/2020	76.00
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 4		\$281.19
Account 52340 - Other Repairs and Maintenance								
5415 - Allied Wholesale Electrical Supply, LLC	5560379	18-electrical supplies for College Mall Road	Paid by EFT # 35052	05/05/2020	05/05/2020	05/15/2020	05/15/2020	30.73
5415 - Allied Wholesale Electrical Supply, LLC	5560146	18-PVC products	Paid by EFT # 35052	05/05/2020	05/05/2020	05/15/2020	05/15/2020	121.99
5415 - Allied Wholesale Electrical Supply, LLC	5560124	18-pvc pipe	Paid by EFT # 35052	05/05/2020	05/05/2020	05/15/2020	05/15/2020	68.00
32 - Cassidy Electrical Contractors, INC	21680	18-(2)LED flood lights & (1) photo cell unit for	Paid by EFT # 35078	05/05/2020	05/05/2020	05/15/2020	05/15/2020	1,320.00
394 - Kleindorfer Hardware & Variety	649865	18-1 case spray primer, 2 gal bleach	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	29.94
53005 - Menards, INC	47470	18-materials for Cascades Playground	Paid by Check # 71801	05/05/2020	05/05/2020	05/15/2020	05/15/2020	19.14
11611 - Woods Electrical Contractors, INC	2003CBSHELT	18-Installation of overhead service @ Lions	Paid by EFT # 35238	05/05/2020	05/05/2020	05/15/2020	05/15/2020	252.22



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Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 7				\$1,842.02
Account 52420 - Other Supplies								
409 - Black Lumber Co. INC	435535	18-(36) heavy duty basketball nets for parks	Paid by EFT # 35069	05/05/2020	05/05/2020	05/15/2020	05/15/2020	179.64
313 - Fastenal Company	INBLM218209	18-gloves and cleaners	Paid by EFT # 35102	05/05/2020	05/05/2020	05/15/2020	05/15/2020	77.60
394 - Kleindorfer Hardware & Variety	648089	18-locks for barn at Schmaltz	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	53.96
394 - Kleindorfer Hardware & Variety	647914	18-key made for New Bobcat	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	1.00
53005 - Menards, INC	47750	18-supplies to organize tools at Olcott Park	Paid by Check # 71801	05/05/2020	05/05/2020	05/15/2020	05/15/2020	28.83
476 - Southern Indiana Parts, INC (Napa Auto Parts)	312367	18-battery	Paid by EFT # 35212	05/05/2020	05/05/2020	05/15/2020	05/15/2020	63.49
Account 52420 - Other Supplies Totals				Invoice Transactions 6				\$404.52
Account 53540 - Natural Gas								
222 - Vectren	0252409732050520	18-Natural Gas April Charges	Paid by Check # 71783	05/04/2020	05/04/2020	05/04/2020	05/04/2020	80.23
Account 53540 - Natural Gas Totals				Invoice Transactions 1				\$80.23
Account 53650 - Other Repairs								
11611 - Woods Electrical Contractors, INC	2003CBSHELT	18-Installation of overhead service @ Lions	Paid by EFT # 35238	05/05/2020	05/05/2020	05/15/2020	05/15/2020	1,040.00
Account 53650 - Other Repairs Totals				Invoice Transactions 1				\$1,040.00
Account 53910 - Dues and Subscriptions								
3560 - First Financial Bank / Credit Cards	1075	18-Sam's Club Memberships	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020	05/15/2020	40.00
Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1				\$40.00
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1824343302	18-Uniform & mat cleaning services for the	Paid by EFT # 35056	05/05/2020	05/05/2020	05/15/2020	05/15/2020	21.27
19171 - Aramark Uniform & Career Apparel Group, INC	1824334957	18-Uniform & mat cleaning services for the	Paid by EFT # 35056	05/05/2020	05/05/2020	05/15/2020	05/15/2020	21.27
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 2				\$42.54
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002524614	18-Landfill	Paid by EFT # 35047	05/04/2020	05/04/2020	05/04/2020	05/04/2020	225.00
2260 - Republic Services, INC	0694-002528868	18-Landfill	Paid by EFT # 35047	05/04/2020	05/04/2020	05/04/2020	05/04/2020	72.23
Account 53950 - Landfill Totals				Invoice Transactions 2				\$297.23
Account 53990 - Other Services and Charges								
32 - Cassidy Electrical Contractors, INC	21680	18-(2)LED flood lights & (1) photo cell unit for	Paid by EFT # 35078	05/05/2020	05/05/2020	05/15/2020	05/15/2020	880.00



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5187 - Green Dragon Lawn Care, INC	3546	18-Mowing & Trimming of 30 parks/18 PW's	Paid by EFT # 35116	05/05/2020	05/05/2020	05/15/2020	05/15/2020	10,015.00
5187 - Green Dragon Lawn Care, INC	3545	18-Mowing & Trimming of 30 parks/18 PW's	Paid by EFT # 35116	05/05/2020	05/05/2020	05/15/2020	05/15/2020	8,820.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 3		<u>\$19,715.00</u>
Program 189000 - Operations Totals						Invoice Transactions 36		<u>\$24,607.34</u>
Program 189006 - Switchyard Property								
Account 53990 - Other Services and Charges								
53657 - Plymate, INC	2920257	18 SYP Vestibule Rug Service	Paid by EFT # 35186	05/05/2020	05/05/2020	05/15/2020	05/15/2020	111.33
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		<u>\$111.33</u>
Program 189006 - Switchyard Property Totals						Invoice Transactions 1		<u>\$111.33</u>
Program 189500 - Landscaping								
Account 52220 - Agricultural Supplies								
5485 - Woody Warehouse Nursery, INC	191430	18- 323 native trees & shrubs	Paid by EFT # 35239	05/05/2020	05/05/2020	05/15/2020	05/15/2020	3,825.66
Account 52220 - Agricultural Supplies Totals						Invoice Transactions 1		<u>\$3,825.66</u>
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	647557	18-marking flags, marking ribbon	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	51.90
394 - Kleindorfer Hardware & Variety	649670	18-3 pair bolt cutters	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	53.97
Account 52420 - Other Supplies Totals						Invoice Transactions 2		<u>\$105.87</u>
Account 53950 - Landfill								
908 - JB Salvage (Westside Auto Parts)	7735	18- yard waste dumpster at 545 South Adams	Paid by EFT # 35138	05/05/2020	05/05/2020	05/15/2020	05/15/2020	280.00
Account 53950 - Landfill Totals						Invoice Transactions 1		<u>\$280.00</u>
Account 53990 - Other Services and Charges								
121 - Eco Logic, LLC	4479	18-Invasive Plant Management	Paid by EFT # 35094	05/05/2020	05/05/2020	05/15/2020	05/15/2020	1,865.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		<u>\$1,865.00</u>
Program 189500 - Landscaping Totals						Invoice Transactions 5		<u>\$6,076.53</u>
Program 189501 - Cemeteries								
Account 52220 - Agricultural Supplies								
5485 - Woody Warehouse Nursery, INC	191379	18- 100 native roses for Rose Hill Cemetery	Paid by EFT # 35239	05/05/2020	05/05/2020	05/15/2020	05/15/2020	1,350.00
5485 - Woody Warehouse Nursery, INC	191430	18- 323 native trees & shrubs	Paid by EFT # 35239	05/05/2020	05/05/2020	05/15/2020	05/15/2020	50.00
Account 52220 - Agricultural Supplies Totals						Invoice Transactions 2		<u>\$1,400.00</u>
Account 52340 - Other Repairs and Maintenance								
480 - Proveli, LLC (Hall Signs, INC)	351346	18-(6) 6' black powder coated square posts:RH	Paid by EFT # 35190	05/05/2020	05/05/2020	05/15/2020	05/15/2020	170.43



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786 - Richard's Small Engine, INC	379990	18-Lynch pin, filter/air filter, rops hardware,	Paid by EFT # 35198	05/05/2020	05/05/2020	05/15/2020	05/15/2020	239.02
786 - Richard's Small Engine, INC	379070	18-ROPS Hardware Kit (2)	Paid by EFT # 35198	05/05/2020	05/05/2020	05/15/2020	05/15/2020	98.10
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 3	\$507.55
Program 189501 - Cemeteries Totals							Invoice Transactions 5	\$1,907.55
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
4660 - A.M. Leonard, INC	CI20028681	18-Urban Forestry Supplies - Replacement	Paid by EFT # 35050	05/05/2020	05/05/2020	05/15/2020	05/15/2020	173.28
5080 - Metro Arborist Supplies (TreeStuff, INC)	INV-523479	18-Urban Forestry Supplies - Replacement	Paid by EFT # 35159	05/05/2020	05/05/2020	05/15/2020	05/15/2020	171.85
Account 52420 - Other Supplies Totals							Invoice Transactions 2	\$345.13
Program 189503 - Urban Forestry Totals							Invoice Transactions 2	\$345.13
Department 18 - Parks & Recreation Totals							Invoice Transactions 77	\$37,897.69
Fund 200 - Parks and Recreation Gen (\$1301) Totals							Invoice Transactions 77	\$37,897.69
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 182001 - Aquatics - Bryan Pool								
Account 53910 - Dues and Subscriptions								
3560 - First Financial Bank / Credit Cards	1075	18-Sam's Club Memberships	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020	05/15/2020	80.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1	\$80.00
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 1	\$80.00
Program 182501 - Frank Southern Center Concession								
Account 53910 - Dues and Subscriptions								
3560 - First Financial Bank / Credit Cards	1075	18-Sam's Club Memberships	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020	05/15/2020	80.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1	\$80.00
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions 1	\$80.00
Program 183500 - Golf Services								
Account 53910 - Dues and Subscriptions								
3560 - First Financial Bank / Credit Cards	1075	18-Sam's Club Memberships	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020	05/15/2020	80.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1	\$80.00
Program 183500 - Golf Services Totals							Invoice Transactions 1	\$80.00
Program 185000 - Twin Lakes Recreation Center								
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	647921	18-thread inserts, bolts	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	7.80



Board of Park & Recreation Claim Register

Invoice Date Range 05/04/20 - 05/15/20

394 - Kleindorfer Hardware & Variety	649735	18-duct tape	Paid by EFT # 35145	05/05/2020	05/05/2020	05/15/2020	05/15/2020	19.95
53005 - Menards, INC	47643	18-4X8's	Paid by Check # 71801	05/05/2020	05/05/2020	05/15/2020	05/15/2020	62.82
4443 - The Sherwin Williams Company	6975-5	18- TLRC Paint for lower lobby, hallways and foyer	Paid by EFT # 35225	05/05/2020	05/05/2020	05/15/2020	05/15/2020	376.80
4443 - The Sherwin Williams Company	9210-1	18- TLRC Paint for Lower Level	Paid by EFT # 35225	05/05/2020	05/05/2020	05/15/2020	05/15/2020	376.80
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 5		\$844.17
Account 53540 - Natural Gas								
222 - Vectren	0252765623050520	18-Natural Gas	Paid by Check # 71783	05/04/2020	05/04/2020	05/04/2020	05/04/2020	204.34
Account 53540 - Natural Gas Totals						Invoice Transactions 1		\$204.34
Account 53610 - Building Repairs								
53657 - Plymate, INC	2922008	18 - TLRC Entry Mat Service	Paid by EFT # 35186	05/05/2020	05/05/2020	05/15/2020	05/15/2020	78.62
Account 53610 - Building Repairs Totals						Invoice Transactions 1		\$78.62
Account 53650 - Other Repairs								
392 - Koorsen Fire & Security, INC	5088250	18 - TLRC Panic Alarm Disconnection	Paid by EFT # 35147	05/05/2020	05/05/2020	05/15/2020	05/15/2020	240.00
Account 53650 - Other Repairs Totals						Invoice Transactions 1		\$240.00
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002525250	18-Landfill	Paid by EFT # 35047	05/04/2020	05/04/2020	05/04/2020	05/04/2020	225.00
Account 53950 - Landfill Totals						Invoice Transactions 1		\$225.00
Program 185000 - Twin Lakes Recreation Center Totals						Invoice Transactions 9		\$1,592.13
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	05022020	18-TLRC Fitness Specialist	Paid by EFT # 35059	05/05/2020	05/05/2020	05/15/2020	05/15/2020	120.00
7207 - Ayaa Elgoharry	05022020	18-TLRC Fitness Specialist	Paid by EFT # 35095	05/05/2020	05/05/2020	05/15/2020	05/15/2020	350.00
Account 53940 - Temporary Contractual Employee Totals						Invoice Transactions 2		\$470.00
Program 185002 - TLRC-Health & Wellness Totals						Invoice Transactions 2		\$470.00
Program 185003 - TLRC-Basketball								
Account 53940 - Temporary Contractual Employee								
7276 - Kaitlyn Clementi	05012020	18-TLRC Fitness Specialist	Paid by EFT # 35083	05/05/2020	05/05/2020	05/15/2020	05/15/2020	12.50
Account 53940 - Temporary Contractual Employee Totals						Invoice Transactions 1		\$12.50
Program 185003 - TLRC-Basketball Totals						Invoice Transactions 1		\$12.50
Program 185006 - TLRC-Concessions								
Account 53910 - Dues and Subscriptions								



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Invoice Date Range 05/04/20 - 05/15/20

3560 - First Financial Bank / Credit Cards	1075	18-Sam's Club Memberships	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020	05/15/2020	80.00
Account 53910 - Dues and Subscriptions Totals						Invoice Transactions 1		\$80.00
Program 185006 - TLRC-Concessions Totals						Invoice Transactions 1		\$80.00
Program 186500 - Community Events								
Account 52420 - Other Supplies								
4647 - S&S Worldwide, INC	IN100389021	18- Gold medals for the Flurry Scurry	Paid by EFT # 35202	05/05/2020	05/05/2020	05/15/2020	05/15/2020	36.10
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$36.10
Account 53310 - Printing								
7242 - Hi-Rise Sign & Lighting LLC	4368	18-curling target decals for WinterPalooza	Paid by EFT # 35121	05/05/2020	05/05/2020	05/15/2020	05/15/2020	160.00
Account 53310 - Printing Totals						Invoice Transactions 1		\$160.00
Program 186500 - Community Events Totals						Invoice Transactions 2		\$196.10
Program 186503 - Community Events-Farmers' Market								
Account 43270 - Registration Fees								
Donald Dunkerley	2020-00000751	18-Refunds	Paid by Check # 71808	05/05/2020	05/05/2020	05/15/2020	05/15/2020	72.00
Bonnie Gordan-Lucas	2020-00000659	18-Refunds	Paid by Check # 71810	05/05/2020	05/05/2020	05/15/2020	05/15/2020	20.00
House of Prayer	2020-00000660	18-Refunds	Paid by Check # 71811	05/05/2020	05/05/2020	05/15/2020	05/15/2020	120.00
Lisa Huddleston	2020-00000749	18-Refunds	Paid by Check # 71812	05/05/2020	05/05/2020	05/15/2020	05/15/2020	40.00
Nicole Keaton	2020-00000661	18-Refunds	Paid by Check # 71814	05/05/2020	05/05/2020	05/15/2020	05/15/2020	40.00
Daniel McCullough	2020-00000750	18-Refunds	Paid by Check # 71815	05/05/2020	05/05/2020	05/15/2020	05/15/2020	72.00
David Ray	2020-00000662	18-Refunds	Paid by Check # 71818	05/05/2020	05/05/2020	05/15/2020	05/15/2020	40.00
Account 43270 - Registration Fees Totals						Invoice Transactions 7		\$404.00
Account 52420 - Other Supplies								
6222 - Apple, INC	AB37749385	18-AC+FOR SCHOOLS IPAD/AIR/MINI 2YR-PHX	Paid by EFT # 35055	05/05/2020	05/05/2020	05/15/2020	05/15/2020	59.00
6222 - Apple, INC	AB38428154	18- IPAD WI-FI CL 32GB SPG-USA for Market	Paid by EFT # 35055	05/05/2020	05/05/2020	05/15/2020	05/15/2020	429.00
5819 - Synchrony Bank	9745	18- Paper Bags for Farmers' Market	Paid by Check # 71804	05/05/2020	05/05/2020	05/15/2020	05/15/2020	31.54
Account 52420 - Other Supplies Totals						Invoice Transactions 3		\$519.54
Program 186503 - Community Events-Farmers' Market Totals						Invoice Transactions 10		\$923.54
Program 187002 - Adult Sports-Tennis								
Account 43270 - Registration Fees								



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Suzanne Eckes	2020-00000752	18-Refunds	Paid by Check # 71809	05/05/2020	05/05/2020	05/15/2020	05/15/2020	120.00
			Account 43270 - Registration Fees Totals			Invoice Transactions	1	\$120.00
			Program 187002 - Adult Sports-Tennis Totals			Invoice Transactions	1	\$120.00
Program 187006 - Adult Sports-Concessions								
Account 53910 - Dues and Subscriptions								
3560 - First Financial Bank / Credit Cards	1075	18-Sam's Club Memberships	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020	05/15/2020	80.00
			Account 53910 - Dues and Subscriptions Totals			Invoice Transactions	1	\$80.00
			Program 187006 - Adult Sports-Concessions Totals			Invoice Transactions	1	\$80.00
Program 187500 - Banneker								
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards	000112	18-Walmart Supplies/Chargers and	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020	05/15/2020	93.96
			Account 52420 - Other Supplies Totals			Invoice Transactions	1	\$93.96
			Program 187500 - Banneker Totals			Invoice Transactions	1	\$93.96
Program 187507 - City Childcare Program								
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards	009030	18- March Charges CARES supplies	Paid by Check # 71792	05/05/2020	05/05/2020	05/15/2020	05/15/2020	49.56
			Account 52420 - Other Supplies Totals			Invoice Transactions	1	\$49.56
			Program 187507 - City Childcare Program Totals			Invoice Transactions	1	\$49.56
Program 189006 - Switchyard Property								
Account 43220 - Facility Rentals								
Trinity Episcopal Church	2020-00000695	18-Refunds	Paid by Check # 71821	05/05/2020	05/05/2020	05/15/2020	05/15/2020	450.00
			Account 43220 - Facility Rentals Totals			Invoice Transactions	1	\$450.00
			Program 189006 - Switchyard Property Totals			Invoice Transactions	1	\$450.00
			Department 18 - Parks & Recreation Totals			Invoice Transactions	33	\$4,307.79
			Fund 201 - Parks and Rec Non Reverting Totals			Invoice Transactions	33	\$4,307.79
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP								
Account 54510 - Other Capital Outlays								
249 - Crider And Crider, INC	CriderAp6Waldron	18- Waldron, Hill, Buskirk Park Rehabilitation	Paid by EFT # 35089	05/05/2020	05/05/2020	05/15/2020	05/15/2020	34,234.77
18844 - First Financial Bank, N.A.	CriderAp6Waldron	18- Retainage for Waldron, Hill, Buskirk	Paid by Check # 71796	05/05/2020	05/05/2020	05/15/2020	05/15/2020	1,801.83
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions	2	\$36,036.60
			Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals			Invoice Transactions	2	\$36,036.60



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

Account **54510 - Other Capital Outlays**

7059 - Eagle Ridge Civil Engineering 204-05
Services, LLC

18- Cascades creek
repair and trail to

Paid by EFT #
35092

05/05/2020

05/05/2020

05/15/2020

05/15/2020

5,418.00

Account **54510 - Other Capital Outlays** Totals

Invoice Transactions 1

\$5,418.00

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

Invoice Transactions 1

\$5,418.00

Department **18 - Parks & Recreation** Totals

Invoice Transactions 3

\$41,454.60

Fund **977 - Parks 2016 GO Bond Proceeds** Totals

Invoice Transactions 3

\$41,454.60

Fund **980 - 2018 BicentennialBnd Prcd900030**

Department **18 - Parks & Recreation**

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

Account **54510 - Other Capital Outlays**

19741 - Mader Design, LLC 1139

18- Griffy Lake Loop Trail
Design

Paid by EFT #
35155

05/05/2020

05/05/2020

05/15/2020

05/15/2020

7,513.80

Account **54510 - Other Capital Outlays** Totals

Invoice Transactions 1

\$7,513.80

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

Invoice Transactions 1

\$7,513.80

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

Account **54510 - Other Capital Outlays**

7059 - Eagle Ridge Civil Engineering 182-07
Services, LLC

13-Downtown Alleys-Inv.
date 12/28/19-4/17/20-

Paid by EFT #
35092

05/05/2020

05/05/2020

05/15/2020

05/15/2020

7,020.00

Account **54510 - Other Capital Outlays** Totals

Invoice Transactions 1

\$7,020.00

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

Invoice Transactions 1

\$7,020.00

Department **18 - Parks & Recreation** Totals

Invoice Transactions 2

\$14,533.80

Fund **980 - 2018 BicentennialBnd Prcd900030** Totals

Invoice Transactions 2

\$14,533.80

Grand Totals

Invoice Transactions 115

\$98,193.88

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/15/2020	Claims				98,193.88
					<u>98,193.88</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 \$ 98,193.88

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
5/8/2020	Payroll				155,356.44
					<u>155,356.44</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 \$ 155,356.44

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 _____

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2019	2019	2019	2019	2020	2020	2020	
April	Total	Actual	Expenses	% of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	<u>Budget</u>	<u>for Year</u>	<u>April</u>	<u>to date</u>	<u>Budget</u>	<u>April</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	754,420	758,283	357,972	47.21%	737,200	389,683	52.86%	8.86%
Health & Wellness	82,869	81,370	38,157	46.89%	107,016	31,717	29.64%	-16.88%
Community Relations	460,058	438,510	121,035	27.60%	487,964	130,181	24.80%	7.56%
Aquatics	312,312	313,737	32,140	10.24%	378,257	16,579	4.38%	-48.42%
Frank Southern Center	359,863	325,424	140,154	43.07%	381,828	150,149	39.32%	7.13%
Golf Services	1,010,569	989,556	409,919	41.42%	706,904	176,896	25.02%	-56.85%
Natural Resources	396,163	344,801	82,349	23.88%	388,562	96,062	24.72%	16.65%
Youth Programs	64,888	69,539	24,038	34.57%	62,293	28,253	45.36%	17.53%
TLRC	287,976	286,763	107,507	37.49%	294,799	104,488	35.44%	-2.81%
Community Events	407,645	387,801	132,810	34.25%	405,346	148,590	36.66%	11.88%
Adult Sports	242,956	263,260	67,478	25.63%	286,511	63,931	22.31%	-5.26%
Youth Sports	225,060	228,014	66,228	29.05%	295,022	63,047	21.37%	-4.80%
BBCC	320,540	308,233	88,630	28.75%	444,450	107,786	24.25%	21.61%
Inclusive Recreation	82,561	80,708	21,249	26.33%	86,491	19,974	23.09%	-6.00%
Operations	1,964,968	1,766,848	478,156	27.06%	1,979,870	542,274	27.39%	13.41%
Switchyard Property	47,452	47,202	2,857	6.05%	256,821	49,526	19.28%	0.00%
Landscaping	475,315	440,698	116,155	26.36%	613,368	131,339	21.41%	13.07%
Cemeteries	184,917	191,517	67,743	35.37%	211,863	50,973	24.06%	-24.76%
Urban Forestry	569,707	657,294	159,140	24.21%	514,292	105,992	20.61%	-33.40%
General Fund total:	7,495,818	7,979,559	2,513,717	31.50%	8,638,857	2,407,440	27.87%	-4.23%
Non-Reverting Fund								
Administration	14,150	6,180	3,318	53.70%	14,650	3,309	22.59%	-0.28%
Health & Wellness	1,376	1,961	302	15.41%	1,650	58	3.48%	0.00%
Community Relations	5,350	3,924	0	0.00%	5,350	2,660	49.71%	0.00%
Aquatics	61,716	98,130	1,818	1.85%	81,959	240	0.29%	0.00%
Frank Southern Cent	93,697	104,544	31,544	30.17%	86,859	32,129	36.99%	1.85%
Golf Services	70,000	236,525	8,930	3.78%	168,852	38,990	23.09%	0.00%
Natural Resources	63,029	29,777	1,493	5.01%	65,429	3,836	5.86%	0.00%
Youth Programs	213,180	153,132	24,166	15.78%	238,025	14,452	6.07%	-40.20%
*TLRC - day to day	454,998	513,349	174,880	34.07%	570,919	140,687	24.64%	-19.55%
Community Events	184,027	189,206	54,733	28.93%	250,680	69,829	27.86%	27.58%
Adult Sports	128,905	159,548	6,502	4.08%	140,331	15,940	11.36%	145.15%
Youth Sports	8,919	53,273	3,138	5.89%	9,482	3,154	33.26%	0.48%
BBCC	1,610	4,903	1,463	29.85%	41,962	1	0.00%	-99.96%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	49,610	56,605	266	0.47%	42,610	216	0.51%	0.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	0	12,737	282	2.22%	27,577	28,948	104.97%	0.00%
Landscaping (CCC P	0	6,883	5,000	72.64%	6,150	0	0.00%	0.00%
Cemeteries	0	0		0.00%	0		0.00%	0.00%
Urban Forestry	6,150	0		0.00%	0		0.00%	0.00%
N-R Fund subtotal:	1,356,717	1,630,677	317,836	19.49%	1,752,484	354,447	20.23%	11.52%
TLRC - bond	475,963	475,963	239,294	50.28%	482,000	239,044	49.59%	-0.10%
N-R Fund total:	1,832,680	2,106,640	557,130	26.45%	2,234,484	593,491	26.56%	6.53%
Other Misc Funds								
15-16 MCCSC 21st Com Learn Cnt Grant					884			

16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn		97						
18-19 MCCSC 21st Com Learn		10,714						
19-20 MCCSC 21st Com Learn					12,289			
Community Banneker Bus								
G14006 Out-of School Prg.								
G15008 Summer Food Prg.				11,115				
G15009 Nature Days S/Star								
Griffy Lake Nature Day		49						
Wapehani I-69 Mitigation								
Leonard Springs Nature		481						
Banneker Nature Day								
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act				9,936				
Goat Farm								
Giffy LARE		2,800			2,800			
Deer Cull					25,000			
Banneker ROI					114,305			
Other Misc Funds total:	0	0	14,140	0.00%	21,935	154,394		
TOTAL ALL FUNDS	9,328,497	10,086,198	3,084,987	30.59%	10,895,276	3,155,325	28.96%	2.28%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues April 2020								
	2019	2019	2019	2019	2020	2020	2020	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	<u>for year</u>	<u>April</u>	<u>to date</u>	<u>for year</u>	<u>April</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,457,949	6,573,549	6,457,949	100.00%	6,513,025	6,513,025	100.00%	0.00%
Administration	500	3,090	2,400	0.00%	500	0	0.00%	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	198,000	193,191	50	0.02%	186,000	0	0.00%	0.00%
Frank Southern	201,300	223,101	117,562	20.66%	199,300	98,644	49.50%	-16.09%
Golf Services	619,500	569,031	117,193	0.00%	599,500	70,640	11.78%	-39.72%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	11,500	11,175	8,395	16.80%	12,165	2,190	18.00%	-73.91%
Adult Sports	51,000	49,965	24,390	58.39%	54,000	8,568	15.87%	0.00%
Youth Sports	30,000	41,769	-106	-0.82%	30,500	-49	-0.16%	-53.87%
BBCC	12,000	13,010	2,077	388.94%	15,000	2,187	14.58%	5.28%
Operations	0	534	262	0.00%	0	85	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	33,725	30,525	7,875	0.00%	32,525	10,475	32.21%	33.02%
Urban Forestry		0	0	0.00%		610	0.00%	0.00%
Subtotal Program Re	1,157,025	1,132,300	280,098	24.74%	1,129,490	193,350	17.12%	-30.97%
General Fund Total	7,615,474	7,708,939	6,738,047	87.41%	7,642,515	6,706,375	87.75%	-0.47%
Non-Reverting Fund								
Administration	40,600	34,800	14,542	41.79%	35,600	12,292	34.53%	-15.47%
Health & Wellness	4,840	2,350	160	6.81%	3,915	0	0.00%	-100.00%
Community Relations	5,400	2,400	500	20.83%	5,400	2,000	37.04%	0.00%
Aquatics	108,200	88,089	8,229	9.34%	86,301	2,287	2.65%	-72.21%
Frank Southern	124,300	98,907	28,064	28.37%	123,300	23,630	19.17%	-15.80%
Golf Services	76,000	117,749	15,313	13.01%	156,500	15,839	10.12%	3.44%
Natural Resources	70,000	71,161	4,139	5.82%	70,000	833	1.19%	-79.87%
Youth Programs	215,500	248,728	65,881	26.49%	246,740	21,909	8.88%	-66.74%
*TLRC -Operational	1,253,774	712,603	268,458	37.67%	1,065,974	190,163	17.84%	-29.16%
Community Events	196,541	208,808	102,248	48.97%	200,311	183,384	91.55%	79.35%
Adult Sports	132,400	131,295	33,323	25.38%	143,500	14,187	9.89%	-57.43%
Youth Sports	4,002	7,202	2,532	35.16%	4,002	-2	-0.05%	-100.08%
BBCC	5,250	14,599	1,138	7.79%	7,600	297	3.91%	-73.90%
Operations	64,800	63,317	21,494	33.95%	64,800	10,701	16.51%	-50.21%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Prop	0	34,951	2	0.01%	12,500	12,973	103.79%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	9,553	3,200	33.50%	9,500	4,300	45.26%	0.00%
N-R Fund subtotal:	2,311,507	1,846,513	569,222	30.83%	2,236,343	494,794	22.13%	-13.08%
Other Misc Funds								
G-17-18 MCCSC 21st Com					14,210			

G18-19 MCCSC 21st Com			5,543		30,000			
G19-20 MCCSC 21st Com					30,000			
G14009 Summer Food Grant					27,864			
Communit Banneker Bus					45,000			
Kaboom Play Everywhere								
Urban Forestry EAB								
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt			2,800			11,410		
G15008 Leonard Spring								
G15009 Griffy Nature Days								
(902) Rose Hill Trust			384			209		
G17007 - Goat Farm								
Banneker Nature Days								
Yth & Adolescent Phy Act					8,000			
Nature Days Star								
2019 Deer Cull IN DNR CHAP						25,000		
<i>Other Misc Funds total:</i>	0	0	8,727		155,074	36,619		
TOTAL ALL FUNDS	9,926,981	9,555,453	7,315,995	76.56%	10,033,932	7,237,788	72.13%	-1.07%

	Non-Reverting Cash Balances	1	2	3	4	5	6	7
		Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
		Balance	as of	Misc.	as of	from	Revenue	Balance
		1/1/2020	4/30/2020	revenue	4/30/2020	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	260,023.36	12,292.16		3,309.22	0.00	8,982.94	269,006.30
181001	Health & Wellness	9,413.82	0.00		57.50	0.00	(57.50)	9,356.32
181100	Community Relations	34,414.61	2,000.00		2,659.72	0.00	(659.72)	33,754.89
182001	Aquatics	389,055.59	2,287.00		240.00	0.00	2,047.00	391,102.59
182500	Frank Southern Center	191,273.69	23,630.47		32,129.24	0.00	(8,498.77)	182,774.92
183500	Golf Course	143,501.45	15,839.34		38,990.37	0.00	(23,151.03)	120,350.42
184000	Natural Resources	291,563.17	833.00		3,835.74	0.00	(3,002.74)	288,560.43
184500	Allison Jukebox	272,563.31	21,909.13		14,451.75	0.00	7,457.38	280,020.69
	TLRC	(1,667,433.65)	159,958.98		379,730.93	0.00	(219,771.95)	(1,887,205.60)
185009	TLRC Reserve	729,334.12	30,203.72		69,829.08	0.00	(39,625.36)	689,708.76
186500	Community Events	522,561.92	183,384.28		15,940.00	0.00	167,444.28	690,006.20
187001	Adult Sports	34,936.55	14,187.07		3,153.53	0.00	11,033.54	45,970.09
187202	Youth Sports	59,446.16	(2.08)		0.00	0.00	(2.08)	59,444.08
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	64,519.89	296.94		0.56	0.00	296.38	64,816.27
189000	Operations	177,810.51	10,701.11		215.55	0.00	10,485.56	188,296.07
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	238,307.62	12,973.16		28,948.16	0.00	(15,975.00)	222,332.62
189500	Landscaping	12,704.36	0.00		0.00	0.00	0.00	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	0.00	1,497.00
189503	Urban Forestry	21,517.22	4,300.00		0.00	0.00	4,300.00	25,817.22
10002.01	Change Fund	0.00	0.00		0.00	0.00	0.00	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	0.00	0.00
	TOTALS	1,793,548.37	494,794.28	0.00	593,491.35	0.00	(98,697.07)	1,694,851.30
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds								(98,697.07)
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								INCREASE/DECREASE FOR THE CURRENT

Bloomington Parks and Recreation Surplus Declaration Form

April

April

[illegible]



STAFF REPORT

Agenda Item: B-2
Date: 5/14/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: May 19, 2020
SUBJECT: BRAVO AWARD—Cathy Meyer

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Cathy Meyer with this month's Bravo Award. This is in recognition of her long-term service to the Department through various volunteer opportunities.

Background

For more than 15 years, Cathy has contributed her time and knowledge of natural resources to the Bloomington Parks and Recreation Department. She has been a long-time volunteer with both our Griffy Lake Nature Days and Leonard Spring Nature Days programs, and she has regularly served on the Environmental Resources Advisory Council. In the past year, Cathy has volunteered with one of our newer events, the Dearly Departed Cemetery Tours, as well as has become an adopter with our Adopt-an-Acre environmental stewardship program.

Incredibly, throughout her tenure as a volunteer with our department, Cathy has contributed upwards of 600 volunteer hours. This service was in addition to her full-time job with Monroe County Parks and Recreation Department, from which she just recently retired after nearly 30 years. Cathy is a credit to our community and has been incredibly generous in sharing her passion for environmental education and preservation.

We are so grateful to Cathy for her time and efforts, we are glad to have the privilege of continuing to work with her, and we are proud to recognize her 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: C-1 Date: 5/14/2020

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: May 19, 2020
SUBJECT: ECO LOGIC, LLC INVASIVE PLANT MANAGEMENT AT SWITCHYARD PARK AND PARK RIDGE EAST PARK

Recommendation

Staff recommends approval of this contract with Eco Logic, LLC to manage invasive plants at Switchyard Park and Park Ridge East Park.

Total project cost: \$13,5520.00

Funding source: 200-18-189500-53990

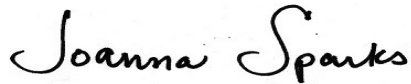
Background

This contract includes invasive plant management by Eco Logic, LLC at Switchyard Park and Park Ridge East Park. They have performed this type of work at both of these locations recently.

Invasive plant management at Switchyard Park: This project involves a work area along the southern section of the B-Line Trail from the Switchyard Park Dog Park area south to Country Club Drive. This work area was cleared with a forestry mulcher (FECON) by Eco Logic, LLC in March 2020 and now requires follow up work. The overall goal of this project is to eliminate large invasive seed sources and drastically reduce the presence of invasive trees, shrubs, and vines to support the ongoing invasive plant management efforts within the Switchyard Park. Eco Logic, LLC is currently contracted to implement the Three Year Ecological Restoration Project at the Switchyard Park as a part of the construction phase.

Invasive plant management at Park Ridge East Park: This project involves two aspects- Invasive species removal along the eastern border of the property and follow-up treatment on invasive trees, shrubs, and vines throughout the 2019 FECON areas. The initial 2019 invasive plant management project, performed by Eco Logic, LLC, was funded by a HAND Neighborhood Improvement Grant awarded to the Park Ridge East Neighborhood Association (PRENA). They are actively involved in invasive plant management and native plant restoration work at Park Ridge East (PRE) Park. PRENA members are Park Ambassadors and Adopt-An-Acre volunteers at PRE Park. PRENA has received another HAND Neighborhood Improvement Grant this year to install a second educational Pollinator Garden near the shelter and to plant native trees, shrubs and forbs along the northern creek. It is really rewarding to work with community members to educate the public on the importance of managing invasive species and restoring habitat for native plants, animals and insects.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Joanna Sparks". The signature is written in a cursive, flowing style. The first name "Joanna" is followed by the last name "Sparks".

Joanna Sparks, City Landscaper

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR**

INVASIVE PLANT MANAGEMENT AT SWITCHYARD PARK AND PARK RIDGE EAST PARK

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

WITNESSETH:

WHEREAS, the Department wishes to manage invasive plant species at Switchyard Park and Park Ridge East Park;

WHEREAS, the Department requires the services of a professional Contractor in order to perform invasive plant management at Switchyard Park and Park Ridge East Park (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 Joanna Sparks 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 Thirteen Thousand Five Hundred Fifty Two Dollars and Zero Cents (\$13,552.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Joanna Sparks, City Landscaper
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves

the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington	Eco Logic, LLC
Attn: Joanna Sparks	ATTN: Spencer Goehl, Executive Director
401 N. Morton, Suite 250	8685 W. Vernal Pike
Bloomington, Indiana 47402	Bloomington, IN 47404

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

ECO LOGIC, LLC

Philippa M. Guthrie, Corporation Counsel

Spencer Goehl, Executive Director

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Switchyard Park

Project summary:

This project involves a work area along the southern section of the B-Line Trail. The overall goal is to eliminate large seed sources and drastically reduce the presence of invasive trees, shrubs, and vines. This work area was cleared with a forestry mulcher by Eco Logic in March 2020 and now requires follow up work.

We propose to follow up on our forestry mowing work with cut stump and basal bark treatments in areas that were inaccessible to the forestry mulcher. There should be less brush in this area, so we propose to cut the brush so that it lays relatively flat and will decompose quickly. This will eliminate the added labor and cost of dragging and chipping. Due to a higher variety of targets in this area and to limit off target damage we propose two different foliar treatments. We would do an early fall foliar to target purple wintercreeper and other Triclopyr 3 susceptible species. This is a broadleaf specific herbicide and will protect graminoids in the area. We would then do a later fall foliar for Japanese and bush honeysuckles as well as other Glyphosate susceptible species. Glyphosate is a non-specific herbicide, therefore doing this treatment after most native plants have gone dormant is the best way to limit off target damage.

Total Proposal Price: \$6,120.00 *

*All herbicide treatment to be performed by OISC Certified applicators

SYP Work Area:



Park Ridge East Park

Project Summary:

This project involves two aspects. Invasive species removal along the eastern border and follow-up treatment through 2019 fecon areas.

1) Eco Logic proposes to remove invasive plants, primarily large bush honeysuckle from approximately 0.64 acres along the eastern border of the park boundary. Other invasives include privet, autumn olive, and multiflora rose. Woody invasives will be cut stump treated and debris chipped and removed or ground and mulched in place.

2) Two site visits during the growing season will be to maintain approximately 1.5 acres of area that had invasive species removal by Eco Logic in 2019. Target species for foliar follow-up treatment are – bush honeysuckle, Japanese honeysuckle, callery pear, and bittersweet. Non-native herbaceous species, tall fescue will also be treated with grass specific herbicide where appropriate.

Proposal Price:

1) Invasives removal - \$ 4,509.00*

2) Follow-up management visits - \$ 2,923.00*

Total for Park Ridge East Park Project: \$7,432.00

*All herbicide treatment to be performed by OISC Certified applicators

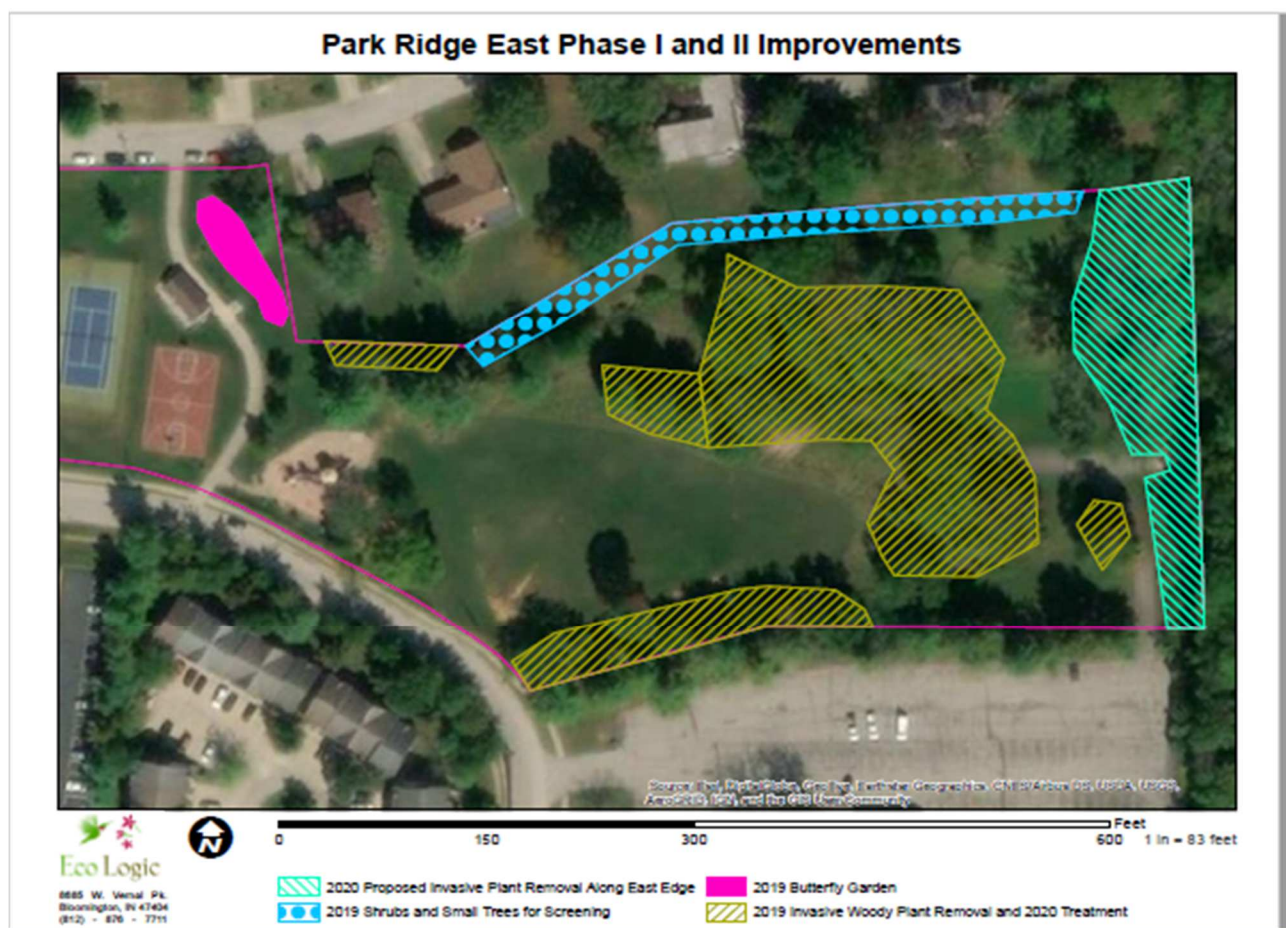


EXHIBIT B

“Project Schedule”

Consultant shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

10
Mid Service Contract

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.

ECO LOGIC, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-2
Date: 5/15/2020

Administrator
Review\Approval

TO: Board of Park Commissioners
FROM: Rebecca Jania, Natural Resources Coordinator
DATE: May 19, 2020
SUBJECT: REVIEW/APPROVAL OF SUMMER STAR FOUNDATION PARTNERSHIP AGREEMENT FOR BANNEKER SUMMER NATURE DAYS

Recommendation

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Summer Star Foundation for Banneker Summer Nature Days. Summer STAR Funding - \$4860

Background

This is the ninth year for this partnership. The goal of the partnership is to combine resources from BPRD and Summer Star Foundation to provide environmental education programming to participants of the Banneker Summer Food Program.

The program will be different than years past due to COVID-19, however we still intend to send home Nature Activity Kits to each program participant. Some of items that will be included in the kits are magnifying scopes, DIY nature crafts, and lesson prompts.

The Summer Star Foundation has agreed to provide funding for all staff and supply costs for another summer of this program. BPRD plans to coordinate staff, create lesson plans, facilitate the virtual programs, and complete regular planning reports for the Summer Star Foundation.

We are excited to continue this partnership with the Summer Star Foundation, who also supports our Griffy Lake Nature Day program for fourth grade students throughout the school year.

RESPECTFULLY SUBMITTED,

Rebecca Jania, Natural Resources Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION
AND
SUMMER STAR FOUNDATION
FOR NATURE, ART AND HUMANITY, INC.**

This Agreement is made and entered into as of this ____ day of _____, 2020, by and between the City of Bloomington Parks and Recreation Department (hereinafter, “BPRD”), and Summer Star Foundation for Nature, Art and Humanity, Inc. (hereinafter, “Summer Star Foundation”), sometimes collectively referred to hereinafter as the “Parties.”

1. Purpose of Agreement:

Both Parties recognize that the need exists to provide wholesome and constructive educational and recreational activities for children in Bloomington, Indiana, that will effectively contribute to the mental, physical, social and educational enrichment of children. The purpose of this Agreement is to set forth terms under which the Summer Star Foundation will provide funding for virtual and socially distanced environmental educational programming through the Banneker Community Center in Bloomington for children in grades K-6 (the “Nature Day Project”).

2. Duration of Agreement:

This Agreement commences on the date set forth above, and expires one month after the evaluation report referenced in Paragraph 5(g) is due, unless terminated earlier as provided under Paragraph 10 or renewed as provided under Paragraph 11. Notwithstanding the foregoing, BPRD’s obligations under Paragraph 5(g) (regarding the evaluation report) and Paragraph 5(i) (regarding the return of any unused funds) shall survive the termination of this Agreement.

3. City of Bloomington Parks & Recreation Department:

The Bloomington Parks and Recreation Department is a municipal organization dedicated to providing essential services, facilities and programs necessary for the positive development and well-being of the community through the provision of parks, greenways, trails and recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources. One goal of BPRD is to provide outdoor education experiences that connect children to nature in ways that increase their knowledge, interest, and respect for the environment and natural spaces.

4. Summer Star Foundation:

Summer Star Foundation for Nature, Art, and Humanity, Inc. is a non-profit based in Greater Boston that helps in establishing educational programs to enrich children’s lives through arts and nature programs and in assisting such programs as are already in existence.

5. Banneker Summer Nature Days Project

Summer Star Foundation agrees to pay to BPRD the amount of Four Thousand Eight Hundred Sixty Dollars (\$4,860.00) by June 30, 2020, to be used to provide funding for the Banneker Summer Nature Days Project (the “Nature Day Project”).

The Summer Star grant governed by this Agreement shall be used for the following expenses relating to the Nature Day Project: personnel, curriculum development, logistical coordination, transportation, supplies, and program materials.

In connection with the administration of the Nature Day Project, the BPRD agrees as follows:

- a. BPRD shall oversee the design and implementation of the Nature Day Project. The exact materials and station topics will be determined during the planning phase to commence in May 2020.
- b. Nature Day Project activities will take place as part of a Nature Club to be held virtually two days a week during the period from June 1, 2020, to July 24, 2020, inclusive. On each day that the Nature Club meets there will be an afternoon online session that will last approximately 1 hour.
- c. Nature Day Project participants will each receive a natural journal at the beginning of the program and will receive weekly activity kits that correspond to nature topics.
- d. Nature Day Project activities will include some or all of the following:
 - (i) Scavenger hunts to find natural objects;
 - (ii) Plant identification tips and survival skills;
 - (iii) Habitat building, installation, and monitoring;
 - (iv) Weather forecasts and meteorology;
 - (v) DIY nature crafts; and
 - (vi) Investigations of local wildlife such as frogs, butterflies, fish, ladybugs, and turtles.
- e. While the target audience of the Nature Day Project will be children in grades K-6, activities will encourage family members to participate.
- f. BPRD provide follow up surveys and ask for participants to share their completed projects to track program participation.
- g. BPRD shall cause the BPRD Staff to provide Summer Star Foundation with planning reports by the end of each month, beginning with the month in which planning for the Nature Day Project starts.
- h. BPRD shall provide Summer Star Foundation an evaluation report of the Nature Day Project by September 30, 2020, including a summary of the budget and expenditures for the Nature Day Project, and an evaluation of the Nature Day Project effectiveness, and a summary of the assessments and evaluations.

- i. Should BPRD and the Banneker Community Center decide to continue and/or expand the Nature Day Project after August 31, 2020, BPRD shall offer to the Summer Star Foundation the opportunity to provide funding before other outside private sources of funding are sought or accepted. This provision shall not be interpreted to impose any obligation on the Summer Star Foundation to continue or expand its support of the Nature Day Project beyond its stated contribution under this Agreement for the 2020 summer.
- j. BPRD shall, by September 30, 2020, return to the Summer Star Foundation any remaining funds contributed by the Summer Star Foundation to BPRD that have not been used for the purposes set forth in this Paragraph 5.

6. BPRD General Administration Responsibilities.

BPRD agrees that with respect to the Nature Day Project, it shall:

- a. Use the funds received from the Summer Star Foundation only for the charitable and public purposes set forth in this Agreement.
- b. Maintain financial, attendance, enrollment and other necessary administrative records with respect to the Nature Day Project funded under this Agreement sufficient to provide the reports to the Summer Star Foundation required under this Agreement.
- c. Recognize Summer Star Foundation in promotional materials including the City of Bloomington Parks and Recreation Summer and Fall Program Guide distributed two times per year to every city resident, using the Summer Star Foundation logo in a manner to be approved by the Summer Star Foundation.
- d. Communicate to the public and participants regarding the Summer Star Foundation's support of the Nature Day Project.
- e. Provide all other information as requested by Summer Star Foundation.

7. Summer Star Foundation Responsibilities.

In addition to providing the funding for the Nature Day Project as set forth in this Agreement, the Summer Star Foundation shall provide information to BPRD, if requested by BPRD, to be included in Parks promotional materials.

8. Terms Mutually Agreed to By the Parties:

- a. The intent of this Agreement is to document a mutually beneficial relationship between Summer Star Foundation and the BPRD.
- b. Summer Star Foundation is making the grant hereunder to the BPRD in reliance on the BPRD's agreement to administer the funds in accordance with the terms of this Agreement. Summer Star Foundation reserves the right to take whatever steps it deems necessary to monitor the Nature Day Project to ensure compliance with the provisions of this Agreement relating to the operation of said project.

- c. The BPRD staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner, and reflect the commitment of the Parties to quality services and customer satisfaction.
- d. The Parties agree that Summer Star Foundation shall have no responsibility with respect to the operation of the Nature Day Project and shall have no liability to any party relating to the operation of or any other aspect of said project.
- e. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable set forth in this Agreement, unless such timetable is modified in writing by the Parties.
- f. The Summer Star Foundation's obligation to make any future payments under this Agreement is conditioned on BPRD's fulfillment of its reporting obligations under this Agreement and its use of prior and future payments from Summer Star Foundation in accordance with the terms of this Agreement.
- g. The Parties acknowledge and agree that this Agreement may be enforced by BPRD and Summer Star Foundation.
- h. Each of the Parties represents and warrants that it has full power and authority to enter into this Agreement and the individuals signing on behalf of such party are duly authorized to do so.

9. Notice and Agreement Representatives:

- a. Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following persons at the addresses and/or numbers listed below:

Bloomington Parks and Recreation

Rebecca Jania
Natural Resources Coordinator
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation

Shalin Liu
P.O. Box 138
Belmont, MA 02478

AND

Barbara Freedman Wand, Esq.
Day Pitney LLP
One International Place
Boston, MA 02110
Phone: 617.345.4628
Fax: 413.241.8019

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

Bloomington Parks and Recreation

Rebecca Jania
Natural Resources Coordinator
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation

Shalin Liu
P.O. Box 138
Belmont, MA 02478

AND

Barbara Freedman Wand, Esq.
Day Pitney LLP
One International Place
Boston, MA 02110
Phone: 617.345.4628
Fax: 413.241.8019

10. Termination:

This Agreement may only be terminated, except as expressly provided above, prior to its stated expiration in writing by the mutual agreement of the Parties and delivered to the Notice and Agreement Representatives listed in Paragraph 9. Upon such termination, all funds not used for the purposes set forth in this Agreement shall be returned to the Summer Star Foundation.

11. Option for Renewal:

The Parties have the option to renew this Agreement for any subsequent years by the mutual agreement of the Parties and upon the same terms as provided herein or such other terms as agreed to between the Parties. Such renewal must be in writing, signed by the Parties and delivered to the Notice and Agreement Representatives listed in Paragraph 9. This provision shall not be interpreted to impose any obligation on the Parties to renew this Agreement.

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

**City of Bloomington Parks and
Recreation Department**

By:

Paula McDevitt, Director

**Summer Star Foundation for Nature,
Art, and Humanity, Inc.**

By:

Shalin Liu, President

Kathleen Mills, President
Board of Park Commissioners

Philippa Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: C-3
Date: 5/15/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Jania, Natural Resources Coordinator
DATE: May 19, 2020
SUBJECT: OUTERSPATIAL TRAIL MAP APP LICENSE AGREEMENT

Recommendation

Staff recommends approval of a license agreement between the City of Bloomington Parks and Recreation Department (BPRD) and OuterSpatial.

Background

OuterSpatial offers a platform designed to help park agencies and partner organizations get their data into the hands of park visitors. This license agreement provides a cohesive suite of software that helps organizations manage and publish their recreation data on a user-friendly interface.

BPRD would like to hire OuterSpatial to design a Trail Map App specific to Bloomington Parks to help share recreation information with the public. The goal is to connect and engage with more park users using innovative mobile technology. This software would allow park managers to track park/trail usage, to communicate with the public about closures or potential hazards, and to create a more interactive park experience using locational triggers to highlight different environmental education topics. Starting with Griffy Lake Nature Preserve, we would eventually like to include all of our City parks and trail systems on this app.

RESPECTFULLY SUBMITTED,

Rebecca Jania, Natural Resources Coordinator

**LICENSE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
TRAILHEAD LABS, INC.**

This Agreement, entered into on this ____ day of _____, 2020, by and between the City of Bloomington Parks and Recreation Department (“Department”), and Trailhead Labs, Inc. (“Consultant”) for Parks’ licensing and use of Consultant’s OuterSpatial Mobile Application. (“OuterSpatial”):

WITNESSETH:

WHEREAS, the Department wishes to provide a mobile trail map experience to connect and engage with more park users using innovative mobile technology; and

WHEREAS, the Department requires an application such as OuterSpatial to provide these 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 grant a license to the Department for use of OuterSpatial and provide such Services to the Department as set forth herein.

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”, “City of Bloomington Parks and Recreation OuterSpatial License” and “Terms of Service” attached hereto and incorporated into this Agreement. In the event any term set forth in the body of this Agreement would be determined to conflict with any term set forth in Exhibit A, those terms in Exhibit A shall govern.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner as set out in the attached Exhibit A.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant’s

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Consultant for all fees and expenses related to the licensing of OuterSpatial in an amount not to exceed three thousand dollars (\$3000.00).

Consultant shall submit an invoice to the Department upon initiation of the Services described in Article 1. The invoice shall be sent to:

Rebecca Jania
City of Bloomington
401 N. Morton,
Bloomington, Indiana 47404

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice.

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Consultant shall perform the Services as established in Article 1. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

Termination of this Agreement shall be governed by the “Terms and Conditions” set forth in Exhibit A.

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. 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 10. Indemnification

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

Article 11. 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 \$1,000,000 in the aggregate.
- b. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- c. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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. Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant 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 18 Compliance with Laws

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

Article 19. 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 "B", 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 20 Notices

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

Department:

Consultant:

City of Bloomington	TrailHead Labs, Inc.
Attn: Rebecca Jania	Ryan Branciforte
401 N. Morton, P O Box 100	104 Chattanooga Street
Bloomington, Indiana 47402	San Francisco, CA 94114

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

Article 21. 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 22. 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 23. 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 "C", affirming that Consultant 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

TRAILHEAD LABS, INC.

Philippa M. Guthrie, Corporation Counsel

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A

EXHIBIT B

STATE OF _____)
) 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

EXHIBIT C

STATE OF _____)
COUNTY OF _____) SS:

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he or she 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.

TRAILHEAD LABS, INC.

By: _____



City of Bloomington Parks and Recreation

OuterSpatial License

Delivered on 5/4/2020

01. Background

In February 2020, staff from City of Bloomington Parks and Recreation (Bloomington) connected with OuterSpatial at the Indiana Parks and Recreation Association conference in Muncie. In a follow-up call, we discussed potential options for Bloomington to leverage OuterSpatial to deepen visitor engagement via mobile devices.

Below is an overview of the OuterSpatial platform and associated process and costs.

02. OuterSpatial

A platform designed to help **park agencies** and their **partner organizations** take advantage of the most innovative mobile technology. The primary function of OuterSpatial is helping organizations get their data and content into the hands of visitors.

OuterSpatial is made up of several complementary branches of technology that fit together to provide a cohesive suite of software that helps organizations manage and publish their recreation data using one user-friendly interface. In particular, **Mobile** and **Manager** are key components that can support Bloomington their effort to publish recreation information to visitors via a mobile app.

Mobile

Building off a combined 50+ years of experience working with parks and recreation-focused agencies and nonprofits, OuterSpatial has created a modern mobile app called OuterSpatial.

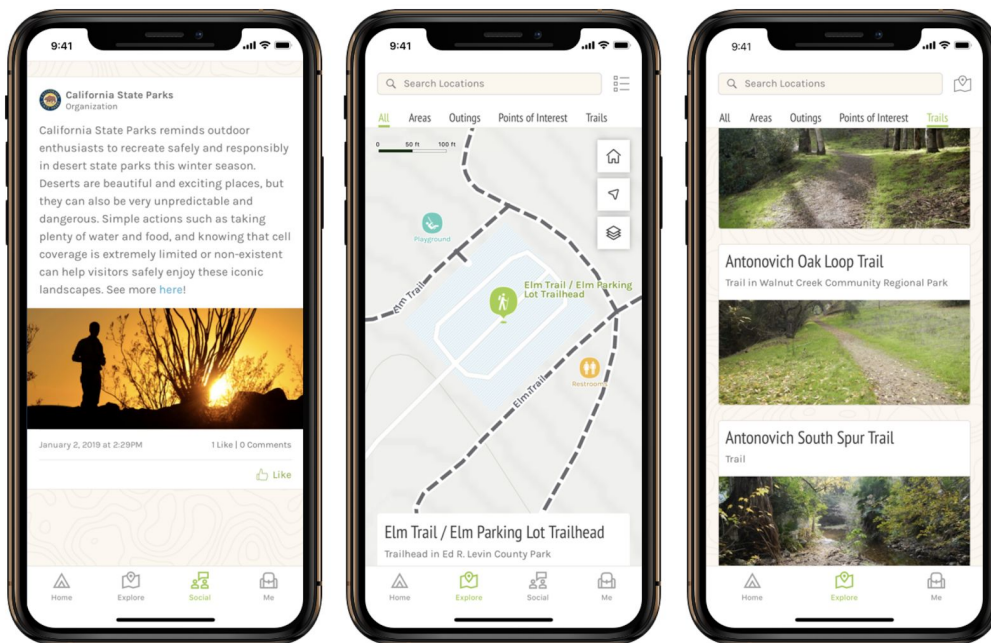
In combination with Manager, Mobile makes it easy for your organization to publish authoritative data, using your branding into a feature-rich, modern application designed specifically for outdoor recreation.

OuterSpatial iOS and Android, which offer a full suite of outdoor-focused features and are freely available to visitors through the iTunes and Google Play stores, are built using the latest mobile technology and are continuously updated to improve performance and introduce new features.

OuterSpatial utilizes a growing number of mobile features to continuously improve the visitor experience.



- ✓ Content customized for your community.
- ✓ Full-featured, native app with offline capabilities, GPS tracking, GeoPDF maps, and community/social features.
- ✓ Promote events to bring more visitors to your parks and trails.
- ✓ Transit, biking, walking and driving directions to your parks and trails.
- ✓ Enable donations, newsletter sign-ups, and other visitor engagement features.
- ✓ Present official and authoritative content from your organization.
- ✓ Post dynamic and current information relevant to your visitors.
- ✓ Allow your visitors to check-in, report issues, contribute back and share with their friends while out on the trail (coming later in 2020).



Manager

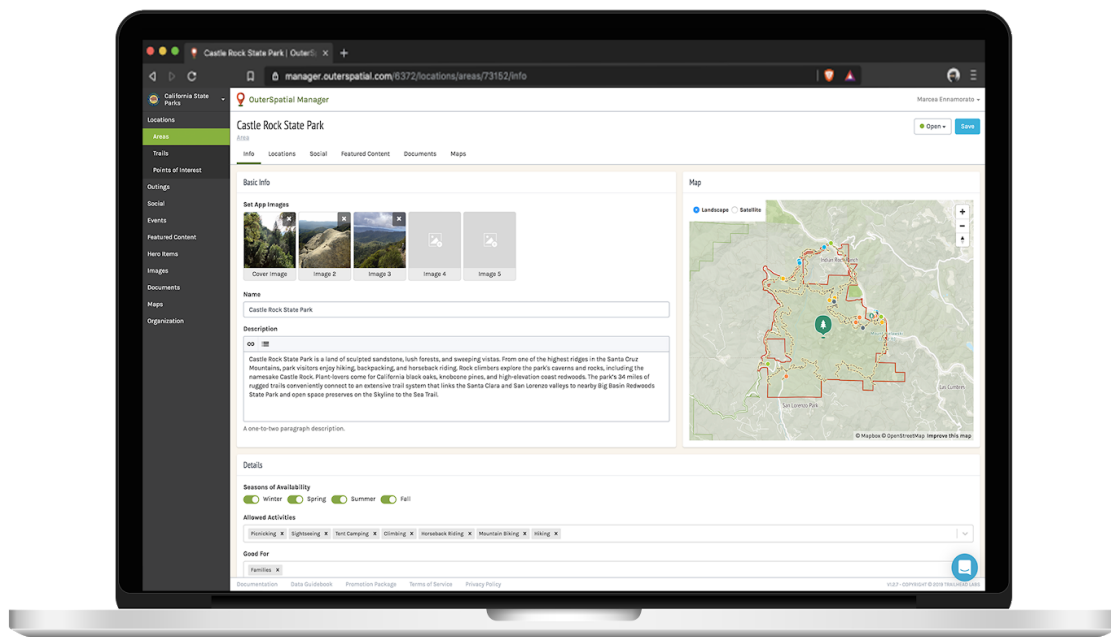
Manager is a sophisticated web-based tool for managing outdoor parks and recreation data online. Manager makes it easy to add interpretive and editorial content – such as photos, descriptions, events, and status information – to existing geospatial information. This data can then be published, in real-time, into the mobile app. This stewardship-first model gives your organization the ability to control its message and update your geospatial data, and associated content, on-demand. Using Manager, staff can:

- ✓ Manage content for your recreation assets using an intuitive web interface. This can include photos, descriptions, tags, accessibility information, documents, paper



maps, and more.

- ✓ Publish dynamic information such as events and closure information.
- ✓ Add tags to your geospatial data to surface your recreation locations in intuitive and helpful ways.
- ✓ Georeference paper maps (brochures, handouts, etc). and make them available in digital format to your visitors.
- ✓ Create, manage, and add interpretive content to Outings – curated adventures your organization wants to highlight.



03. Process

OuterSpatial will work with the Bloomington staff to compile recreation data and then publish it into the OuterSpatial app. Below are the key steps of this process:

1. Data Aggregation/Review

We will work with Bloomington to aggregate all available park boundaries, trails, and POIs (points of interest).

2. Data Integration

Once the geospatial data is complete and accurate, we will load up all of the geospatial data into Manager.

3. Manager Training

Please do not share this proposal outside of City of Bloomington staff. Proposal valid for 30 days



OuterSpatial will lead 1-2 manager trainings via webinar/phone call or in-person. These will be 1-2 hour sessions that are designed to train organization staff on all relevant aspects of Manager. Help documents and guidelines will also be provided.

4. Content Creation/Publishing

Once the geospatial data is in Manager, Bloomington staff will focus on adding content - photos, descriptions, tags, documents, pdf maps, etc. Bloomington staff will have the ability to add information into the app whenever desired. OuterSpatial will provide support and will review all content during this phase to ensure it will surface effectively in the app.

5. Publish into the OuterSpatial Mobile App

Next, we will publish the Bloomington geospatial data and associated content (photos, descriptions, events, featured content, etc.) into the OuterSpatial Mobile app (iOS and Android).

6. Marketing Support

OuterSpatial will then provide a promotion package in order to help Bloomington promote the app to the community.

04. Timeline

The steps outlined in the 'Process' section will take 1-2 months. The timeline is dependent on the quality of provided GIS data, and the staff's capacity to add content into the Manager and overall availability and responsiveness.

05. Cost

OuterSpatial is a Software as a Service (SaaS) product that is offered to public agencies, land managers and nonprofits to provide access to an easy to use online platform for managing and publishing their recreation content to mobile devices. OuterSpatial maintains the technology infrastructure and enhances the platform, which, over time, includes a growing number of features for getting organization content into the hands of visitors.

Set up

Data integration, training, and publishing to the OuterSpatial app = \$500*

*Includes all steps outlined in the '03. Process' section.

OuterSpatial License

- **Mobile** for publishing into the OuterSpatial app (iOS and Android).
- **Manager** for content management, hosting for any data or content that Bloomington is publishing to the OuterSpatial app.

Please do not share this proposal outside of City of Bloomington staff. Proposal valid for 30 days



- Continuous technology upgrades to both
- User account hosting and management
- User content hosting
- Customer and technical support via email and 'Chat' in Manager

Annual license/maintenance = \$2,500*

*Subscription for year 1

City of Bloomington

Date

5/4/2020

OuterSpatial

Date

06. OuterSpatial Team

Company profile:

OuterSpatial is a team of innovators making an impact by building technology products and services to engage people with the outdoors. Our main product, OuterSpatial, is an outdoor technology platform designed specifically for park agencies and nonprofits to take advantage of the most innovative web and mobile technology.

Our primary mission is to support public agencies, nonprofits and companies that are working to connect and engage people with more active and healthy lifestyles outdoors. Our company brings a depth of experience and commitment to the work we do for our clients that is unique in the web and mobile technology marketplace.

OuterSpatial is based in San Francisco but has staff in Bend, Oregon and Denver, Colorado.

Terms of Service

Rules you must agree to abide by when using OuterSpatial.

These terms of service (these "Terms") govern your access to and use of the OuterSpatial website at www.outerspatial.com (the "Website"), the OuterSpatial mobile applications ("Mobile App"), and any content, functionality (including API), and services offered on or through such Website and Mobile App (including all related documentation, collectively the "Platform"). The Platform is owned by Trailhead Labs, Inc., a Delaware corporation ("Trailhead Labs" or "we") and is licensed,

not sold, to you. Please read these Terms carefully before using the Platform.

By using the Platform, you agree to be bound and abide by these Terms and our [Privacy Policy](#), which is incorporated herein by reference. You also represent that you are of legal age to form a binding contract with Trailhead Labs and are not barred under any applicable laws from doing so. If you are using the Platform on behalf of an organization, you represent and warrant that you have the authority to bind the organization to these Terms, in which case the term “you” shall refer to both you and the organization. If you do not meet these requirements, you must not access or use the Platform.

1. Description and Use of Platform

Designed for organizations, the Platform helps your organization get its park and recreation data into the hands of visitors through modern interactive maps and the Mobile App. For visitors, the Platform is a guide to outdoor activities – perfect for hiking, biking, and exploring public lands. The Platform includes maps, photos, directions, and official trail guides obtained from land management agencies and other organizations.

We work with land management agencies and nonprofits (collectively referred to as organizations) for the purpose of obtaining the most up-to-date information available; however, we do not independently verify the accuracy or completeness of any information provided via the Platform. Trailhead Labs assumes no responsibility, and disclaims all liability, with regard to such information, including the reliability, accuracy, completeness, or legality of such information. The Platform should be used in a manner consistent with safe and prudent travel and navigation practices, and must not be solely relied upon for any purpose that is critical to the safety of life or property.

The Platform permits organizations and others to upload maps and other data to the Platform using Manager, an intuitive and easy-to-use CMS for park and recreation data, and Publisher, an API and set of download endpoints that make recreation data available in an open and accessible way. Organizations can also create organization-branded, custom interactive maps using Map Builder. Any such uploads or other content contributions to the Platform will be subject to

Section 10 (Third Party Content) of these Terms. Finally, the analytics features of the Platform provide detailed information on how visitors are engaging with park and recreation data within the Platform (both Website and Mobile App).

The Platform may contain certain interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons content or materials (collectively, "User Contributions") on or through the Platform.

All User Contributions must comply with the Content Standards (as defined below) set out in these Terms.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, you grant us and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that: (i) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our licensees, successors, and assigns.; and (ii) all of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Trailhead Labs, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Platform.

2. Intellectual Property Rights; License Grant

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Trailhead Labs, its licensors, or other providers of such

material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Subject to these Terms, Trailhead Labs (i) permits you to use the Website for your personal, non-commercial use, and (ii) grants you a limited, non-exclusive, and nontransferable license to download, install, and use the Mobile App for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("Mobile Device") strictly in accordance with this Agreement.

3. License Restrictions

You must not:

1. copy the Platform, except as expressly permitted by this license;
2. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Platform;
3. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof;
4. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof;
5. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Platform, including any copy thereof;
6. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform, or any features or functionality of the Platform, to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by more than one device at any time; or
7. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Platform.

4. Reservation of Rights

You acknowledge and agree that the Platform is provided under license, and not sold, to you. You do not acquire any ownership interest in the Platform under this Agreement, or any other rights thereto other than to use the Platform in accordance with the license granted, and subject to all terms, conditions, and restrictions under this Agreement. Trailhead Labs reserves and shall retain its entire right, title, and interest in and to the Platform, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in

this Agreement.

5. Collection and Use of Your Information

You acknowledge that when you access the Website and/or download, install, or use the Mobile App, Trailhead Labs may use automatic means to collect information about your Mobile Device and about your use of the Platform. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Platform or certain of its features or functionality, and the Platform may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with the Platform is subject to our [Privacy Policy](#). By accessing the Website, downloading and installing the Mobile App, and using and providing information to or through the Platform, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

6. Geographic Restrictions

Trailhead Labs is based in the state of California in the United States, and the Platform is provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access the Platform outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you are responsible for compliance with local laws.

7. Updates

Trailhead Labs may from time to time in its sole discretion develop and provide Platform updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Trailhead Labs has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. If you have downloaded the Mobile App, based on your Mobile Device settings, when your Mobile Device is connected to the internet, either:

1. the Platform will automatically download and install all available Updates; or

2. you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Platform or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Platform and be subject to all terms and conditions of this Agreement.

8. Content Standards

These content standards ("Content Standards") apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

1. contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
2. promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
3. infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
4. violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our [Privacy Policy](#);
5. be likely to deceive any person;
6. promote any illegal activity, or advocate, promote, or assist any unlawful act;
7. cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
8. impersonate any person, or misrepresent your identity or affiliation with any person or organization;
9. involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or
10. give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

9. Unauthorized Use of the Platform

In addition to your obligations to comply with the Content Standards, you agree (i) not to use the

Platform in any manner to harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party, and (ii) that Trailhead Labs is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, or illegal messages or transmissions that you may receive as a result of using the Platform.

10. Third Party Content

The Platform may display, include, or make available third-party content (including official trail guides and other information about outdoor locations provided by organizations, interactive maps, communications and information posted by users, and other data, information, applications, and other products, services and/or materials) or provide links to third-party websites or services (collectively, "Third Party Content"). You acknowledge and agree that Trailhead Labs is not responsible for Third Party Content, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Trailhead Labs does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Content. Third Party Content and links thereto are provided solely as a service and convenience to you and you access and use Third Party Content entirely at your own risk and subject to such third parties' terms and conditions.

1. You acknowledge and agree that the provision of access to any Third Party Content shall not constitute or imply any endorsement by Trailhead Labs or its affiliates of such Third Party Content. Trailhead Labs reserves the right to restrict or deny access to any Third Party Content otherwise accessible through the Platform, although Trailhead Labs has no obligation to restrict or deny access even if requested by you.
2. Organizations and others that post Third Party Content using the Platform are the sole and exclusive owners of such Third Party Content. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on Third Party Content (other than your own content) in any manner, and you shall not exploit Third Party Content in any way whatsoever. You agree that you will not use any Third Party Content in a manner that would infringe or violate the rights of any other party, and that Trailhead Labs is not in any way responsible for any such use by you.
3. Organizations and others that post Third Party Content using the Platform hereby grant to Trailhead Labs a perpetual, irrevocable, non-terminable, worldwide, royalty-free, and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such Third Party Content, in any media, for Trailhead Labs to provide the Platform services, as determined by Trailhead Labs in its sole discretion.

11. Terms and Termination

1. The term of this Agreement commences when you access and use the Website or download the Mobile App and will continue in effect until terminated by you or Trailhead Labs as set forth in this Section 11.
2. You may terminate this Agreement with respect to the Mobile App by deleting the Mobile App and all copies thereof from your Mobile Device.
3. Trailhead Labs may terminate this Agreement at any time without notice if it ceases to support the Platform, which Trailhead Labs may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
4. The term of this Agreement commences when you access and use the Website or download the Mobile App and will continue in effect until terminated by you or Trailhead Labs as set forth in this Section 11.
5. Upon termination:
 1. all rights granted to you under this Agreement will also terminate; and
 2. you must cease all use of the Platform and delete all copies of the Mobile App from your Mobile Device and account.
6. Termination will not limit any of Trailhead Labs' rights or remedies at law or in equity.

12. Disclaimer of Warranties

THE PLATFORM AND ITS CONTENT ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TRAILHEAD LABS, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TRAILHEAD LABS PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

WITHOUT LIMITING THE FOREGOING, TRAILHEAD LABS SPECIFICALLY DOES NOT REPRESENT THAT ANY INFORMATION OR CONTENT, INCLUDING ANY USER CONTRIBUTIONS, MAPS OR NAVIGATIONAL GUIDANCE, AVAILABLE VIA THE PLATFORM IS ACCURATE OR COMPLETE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TRAILHEAD LABS OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM OR THE USER CONTRIBUTIONS, CONTENT AND SERVICES FOR:

1. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; OR
2. DIRECT DAMAGES IN AMOUNTS THAT EXCEED \$50.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR TRAILHEAD LABS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

14. Indemnification

You agree to indemnify, defend, and hold harmless Trailhead Labs and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Platform or your breach of this Agreement. Furthermore, you agree that Trailhead Labs assumes no responsibility for the content you submit

or make available through this Platform.

15. Export Regulation

The Platform may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Platform to, or make the Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Platform available outside the US.

16. Severability

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

17. Governing Law

This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of San Francisco. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

18. Limitation of Time to File Claims

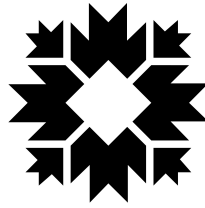
ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19. Entire Agreement

This Agreement and our [Privacy Policy](#) constitute the entire agreement between you and Trailhead Labs with respect to the Platform and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Platform.

20. Waiver

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: D-1
Date: 5/15/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: May 19, 2020
SUBJECT: Administration and Community Relations COVID-19 Update

For Information Only

Administrator and Community Relations Manager will provide an update on the following:

Managing through COVID-19
Operations March – April
Resources
Reopening Strategy

Community Relations
Social Media
Virtual Programming

RESPECTFULLY SUBMITTED,

Paula McDevitt, Administrator



STAFF REPORT

Agenda Item: D-2
Date: 5/15/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Becky Higgins, Recreation Services Division Director
DATE: **date of park board meeting (Bold)**
SUBJECT: **RECREATION DIVISION UPDATE**

For Information Only:

Recreation Services Director will update the Board on the following as they relate to COVID-19

Farmers' Market

Banneker summer plans

Kid City summer plans

Repurposing of Allison-Jukebox and Banneker Center as a response to community needs: Fabric Mask Making

RESPECTFULLY SUBMITTED,

Becky Higgins, Recreation Services Division Director



STAFF REPORT

Agenda Item: D-3
Date: 5/15/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: May 15, 2020
SUBJECT: Aquatic Issues and Considerations for summer 2020

This report is for information only

Division Director of Sports will highlight the major factors associated with pool opening/closing decision during Covid-19 summer 2020.

Background

Staff Training

The American Red Cross has suspended training lifeguards until social distancing is removed. This requirement occurs in Stage 5 of the CDC and State Guidelines. Therefore the earliest in Indiana staff training could resume would be July 4. The training itself is 30 hours and usually done over a two week span but could be done in 11-12 days.

Under a normal circumstances we begin the required intensive training in the spring and early summer because we do not have an indoor aquatic facility. Trainings were not able to be held this past spring.

Preparations

It takes three weeks to fill the pools, have all the mechanical equipment trouble shot, and get the chemicals at certified levels. Once this is complete the pools can then be opened for staff training.

Operational factors if opened before Stage 5

Any pool opening in Stage 4 would involve major operational adjustments and oversight. At minimum it would involve the following;

- Social distancing at the retail transaction
- Regular cleaning of high contact surfaces
- No deck chairs
- No drinking fountains
- 50% bather load capacity regulated
- No swimming lessons

- Lifeguard and employee lockers and gathering spaces to be modified
- Masks for employees
- Social distancing measures on the deck
- Social distancing measures on slides and features

Financials

Attached are operational statements and pro forma financials if the pool opened near July 4.

Issues to consider:

- Revenue is difficult to estimate under these conditions. Would there be demand or would people be afraid to venture to a public pool?
- Mills Pool is historically about a \$100,000 deficit in a normal year. The far right column assumes no opening and that would be about a \$23,000 deficit because of cost savings. Any opening would be a greater deficit shown in two other columns.
- Bryan Pool is historically a break even operation in a normal year. The far right column assumes no opening and that would be about a \$37,000 deficit. Any opening would be a greater deficit shown in two other columns.

Impact of Aquatic opening/closing

Most aquatic professionals agree that any opening past July 4 would minimize any impact to the community. The benefits are debatable and certainly the costs go up the shorter the pool season. The following communities have announce, at this date, no opening for the 2020 season: Columbus, IN; City of Evansville; Vanderburgh County; Mooresville; Clarksville Cove Family Aquatic Center; Jeffersonville, IN; Normal/Champaign/Urbana, IL and most of Illinois.

RESPECTFULLY SUBMITTED,



John Turnbull, Division Director Sports

BLOOMINGTON PARKS and RECREATION - MILLS POOL

January 1-Dec. 31		2018	2019	July 4 start; worst case revenue assumption	July 4 start; best case revenue assumption	No opening for 2020
REVENUES:						
201-3220	Facility Rental	\$1,896	\$3,179	\$500	\$750	\$0
200-3230	General Admissions	\$17,955	\$26,870	\$6,000	\$8,000	\$0
200-3240	Season Passes	\$12,310	\$3,954	\$700	\$800	\$0
201-3270	Swim Lessons	\$1,376				
	Fee Waivers	\$960				
	Advert		\$1,350	\$0	\$0	\$0
	Vending					
201-7070	Insurance Reimbursements					
TOTAL REVENUES:		\$34,497	\$35,353	\$7,200	\$9,550	\$0

EXPENDITURES:

		2018 Actual	2019 Actual	Expenses Projected July 4 start	Expenses Projected July 4 start	No opening for 2020
1 PERSONAL SERVICES						
11	Salaries & Wages					
111	Salaries & Wages - Regular	\$18,116	\$18,261	\$1,000	\$1,000	\$1,000
112	Salaries & Wages - Temporary	\$53,811	\$54,732	\$23,000	\$27,000	\$1,500
113	Salaries & Wages - Overtime					
12	Employee Benefits					
121	FICA	\$5,400	\$5,468	\$2,000	\$2,500	\$250
122	PERF	\$2,569	\$2,593	\$1,000	\$1,000	\$1,000
123	Health & Life Insurance	\$5,391	\$5,392	\$0	\$0	\$0
124	Unemployment Compensation					
125	Medicare - New Officers					
126	Clothing Allowance					
127	Police PERF					
128	Fire PERF					
129	Tool Allowance					
13	Other Personal Services					
131	Other Personal Services					
TOTAL - CATEGORY 1:		\$85,287	\$86,446	\$27,000	\$31,500	\$3,750

2 SUPPLIES

21	Office Supplies					
211	Office Supplies		\$45	\$45	\$45	\$0
22	Operating Supplies					
221	Institutional & Medical	\$814	\$2,067	\$2,067	\$2,067	\$0
222	Agricultural Supplies	\$9,334	\$14,762	\$7,000	\$9,000	\$0
223	Garage & Motor Supplies					

	2018 Actual	2019 Actual	Expenses Projected July 4 start	Expenses Projected July 4 start	No opening for 2020
224 Fuel & Oil					
23 Repair & Maintenance Supplies					
231 Building Materials & Supplies	\$1,125	\$1,671	\$700	\$700	\$50
232 Motor Vehicle Repair					
233 Street, Alley & Sewer Materials					
234 Other Repairs & Maintenance	\$518	\$565	\$200	\$200	\$0
24 Other Supplies					
241 Books					
242 Other Supplies	\$2,535	\$5,658	\$2,000	\$2,000	\$500
243 Uniforms	\$360	\$275	\$275	\$275	\$0
TOTAL - CATEGORY 2:	\$14,686	\$24,998	\$12,242	\$14,242	\$550

3 OTHER SERVICES & CHARGES

31 Professional Services					
311 Engineering & Architectural					
312 Special Legal Services					
313 Medical					
314 Exterminator Services					
315 Communications Contract					
316 Instruction	\$249	\$182	\$182	\$182	\$182
317 Consultants & Workshops					

	2018 Actual	2019 Actual	Expenses Projected July 4 start	Expenses Projected July 4 start	No opening for 2020
32 Communication & Transportation					
321 Telephone	\$454	\$921	\$921	\$921	\$450
322 Postage					
323 Travel	\$299	\$69	\$69	\$69	\$69
324 Freight/Other					
325 Pagers					
33 Printing & Advertising					
331 Printing	\$1,955	\$894	\$894	\$894	\$200
332 Advertising					
34 Insurance					
341 Casualty					
342 Employee Bonds					
35 Utility Services					
351 Electrical Services	\$3,417	\$1,948	\$1,200	\$1,200	\$500
352 Street Lights/Traffic Signals					
353 Water & Sewer	\$3,781	\$4,350	\$3,000	\$3,900	\$1,000
354 Gas	\$1,269	\$1,522	\$250	\$250	\$50
36 Repairs & Maintenance					
361 Building					
362 Motor					
363 Machinery & Equip. Repairs	\$1,462	\$1,475	\$400	\$400	\$200
364 Computer Maintenance					
365 Other Repairs		\$42	\$42	\$42	\$42
37 Rentals					
371 Land					
372 Building					
373 Machinery & Equipment					
374 Hydrant Rental					
375 Other					
38 Debt Service					
381 Principal					
382 Interest					
383 Bank Charges	\$647	\$413	\$100	\$100	\$0
384 Lease Payments		\$15,255	\$15,255	\$15,255	\$15,255
39 Other Services & Charges					
391 Dues & Subscriptions	\$7	\$255	\$255	\$255	\$255
392 Laundry & Other Sanitation Serv.					
394 Work Study	\$195				
395 Landfill Fees					
396 Grants					
397 Mayor's Promotion of Business					
398 Community Access TV/Radio					
399 Other Services and Charges	\$1,620	\$1,422	\$500	\$500	\$500
3991 Crime Control					
TOTAL - CATEGORY 3:	\$15,355	\$28,748	\$23,068	\$23,968	\$18,703

4 CAPITAL OUTLAYS

	2018 Actual	2019 Actual	Expenses Projected July 4 start	Expenses Projected July 4 start	No opening for 2020
41 Land					
411 Land Purchase					
42 Buildings					
421 Building Purchase					
43 Improvements Other Than Building					
431 Improvements Other Than Bldg.					
44 Machinery & Equipment					
441 Lease-purchase					
442 Purchase of Equipment					
443 Furniture & Fixtures					
444 Motor Equipment					
445 Equipment					
45 Other Capital Outlays					
451 Other Capital Outlays					
TOTAL - CATEGORY 4:					
SUBTOTAL OPERATIONS EXPENSE:	\$115,328	\$140,192	\$62,310	\$69,710	\$23,003
Operation Division Labor					
Operation Division Expenses					
Concession Product Exp					
TOTAL EXPENSES:	\$115,328	\$140,192	\$62,310	\$69,710	\$23,003
NET GAIN (LOSS):	-\$80,831	-\$104,839	-\$55,110	-\$60,160	-\$23,003

Assumptions and additional information

1. Yr 2018/19 are very typical and similar to prior years. Line 384 solar panel lease and weather fluctuations are the only material difference
2. Lines 111 and 122 are significantly reduced because full time position was eliminated and no percentages have been applied for Dee Tuttle to this area yet
3. Last column assumes no opening but has some Line 112 because of temporary employee hired for preparation

2018
Actual

2019
Actual

Expenses
Projected July 4 start

Expenses
Projected July 4 start

No opening for 2020

BLOOMINGTON PARKS and RECREATION - BRYAN POOL

	January 1-Dec. 31	2018	2019	July 4 start; worst case revenue assumption	July 4 start; best case revenue assumption	No opening for 2020
REVENUES:						
201-3220 Facility Rental		\$10,714	\$10,234	\$3,500	\$4,000	\$0
200-3230 General Admissions		\$98,189	\$119,447	\$24,000	\$26,000	\$0
200-3240 Season Passes		\$73,385	\$43,294	\$3,000	\$4,000	\$0
201-3230 Slides						
201-3410 Advertising		\$960	\$1,800	\$0	\$0	\$0
201-3270 Swimming Lessons		\$30,248	\$23,779	\$6,000	\$7,000	\$0
201-3290 Concessions		\$40,016	\$47,178	\$20,000	\$23,000	\$0
200-120 Fee Waivers						
201-3300 Vending						
201-7080 Other Reimbursements		\$500	\$700	\$0	\$0	\$0
TOTAL REVENUES:		\$254,012	\$246,432	\$56,500	\$64,000	\$0

EXPENDITURES:

	2018 Actual	2019 Actual	July 4 Start	July 4 Start	No opening
1 PERSONAL SERVICES					
11 Salaries & Wages					
111 Salaries & Wages - Reg	\$22,334	\$22,466	\$1,000	\$1,000	\$1,000
112 Salaries & Wages - Ter	\$102,910	\$113,391	\$58,000	\$62,000	\$3,000
113 Salaries & Wages - Overtime					
12 Employee Benefits					
121 FICA	\$9,452	\$10,246	\$4,700	\$5,000	\$840
122 PERF	\$3,171	\$3,190	\$500	\$500	\$500
123 Health & Life Insurance	\$6,866	\$6,866	\$0	\$0	\$0
124 Unemployment Compensation					
125 Medicare - New Officers					
126 Clothing Allowance					
127 Police PERF					
128 Sales Taxes					
129 Tool Allowance					
13 Other Personal Services					

	2018 Actual	2019 Actual	July 4 Start	July 4 Start	No opening
131 Other Personal Services					
TOTAL - CATEGORY 1:	\$144,733	\$156,159	\$64,200	\$68,500	\$5,340
2 SUPPLIES					
21 Office Supplies					
211 Office Supplies					
22 Operating Supplies					
221 Institutional & Medical	\$1,648	\$3,550	\$1,000	\$1,000	\$400
222 Agricultural Supplies	\$7,264	\$13,623	\$7,000	\$8,000	\$0
223 Garage & Motor Supplies					
224 Fuel & Oil					
23 Repair & Maintenance Supplies					
231 Building Materials & Su	\$616	\$1,489	\$500	\$500	\$300
232 Motor Vehicle Repair					
233 Concessions-Cost of Goods Sold					
234 Other Repairs & Mainte	\$228	\$1,677	\$600	\$600	\$300
24 Other Supplies					
241 Books					
242 Other Supplies	\$2,200	\$13,320	\$1,200	\$1,200	\$650
243 Uniforms	\$600	\$275	\$200	\$250	\$0
TOTAL - CATEGORY 2:	\$12,556	\$33,934	\$10,500	\$11,550	\$1,650
3 OTHER SERVICES & CHARGES					
31 Professional Services					
311 Engineering & Architectural					
312 Special Legal Services					
313 Concessions Equipment					
314 Exterminator Services		\$72	\$72	\$72	\$72
315 Communications Contract					
316 Instruction	\$455				
317 Consultants & Workshops					
32 Communication & Transportation					
321 Telephone	\$634	\$530	\$530	\$530	\$530
322 Postage					
323 Travel	\$664	\$531	\$531	\$531	\$531
324 Freight/Other					
325 Pagers					
33 Printing & Advertising					
331 Printing	\$822	\$989	\$700	\$700	\$0

	2018 Actual	2019 Actual	July 4 Start	July 4 Start	No opening
332 Advertising		\$126	\$0	\$0	\$0
34 Insurance					
341 Casualty					
342 Worker's Comp.					
35 Utility Services					
351 Electrical Services	\$16,776	\$14,510	\$9,000	\$10,000	\$3,500
352 Street Lights/Traffic Signals					
353 Water & Sewer	\$19,036	\$19,389	\$12,000	\$14,000	\$3,500
354 Gas	\$2,041	\$829	\$100	\$100	\$50
36 Repairs & Maintenance					
361 Building	\$1,469				
362 Motor					
363 Machinery & Equip. Re	\$2,698	\$100	\$100	\$100	\$50
364 Computer Maintenance					
365 Other Repairs	\$2,338	\$855	\$550	\$550	\$200
37 Rentals					
371 Land					
372 Building					
373 Machinery & Equipment					
374 Hydrant Rental					
375 Other					
38 Debt Service					
381 Principal					
382 Interest					
383 Bank Charges	\$4,210	\$3,734	\$1,000	\$1,200	\$0
384 Lease Payments		\$20,564	\$20,564	\$20,564	\$20,564
39 Other Services & Charges					
391 Dues & Subscriptions		\$496	\$496	\$496	\$496
392 Laundry & Other Sanitation Serv.					
394 Work Study					
395 Landfill Fees					
396 Grants					
397 Mayor's Promotion of Business					
398 Community Access TV/Radio					
399 Other Services and Ch:	\$846	\$1,301	\$700	\$700	\$400
3991 Crime Control					
TOTAL - CATEGORY 3:	\$51,989	\$64,026	\$46,343	\$49,543	\$29,893

4 CAPITAL OUTLAYS

	2018 Actual	2019 Actual	July 4 Start	July 4 Start	No opening
41 Land					
411 Land Purchase					
42 Buildings					
421 Building Purchase					
43 Improvements Other Than Building					
431 Improvements Other Than Bldg.					
44 Machinery & Equipment					
441 Lease-purchase					
442 Purchase of Equipment					
443 Furniture & Fixtures					
444 Motor Equipment					
445 Equipment					
45 Other Capital Outlays					
451 Other Capital Outlays					
TOTAL - CATEGORY 4:					
JBTOTAL OPERATIONS EXPENSE:	\$209,278	\$254,119	\$121,043	\$129,593	\$36,883
Operation Division Labor					
Operation Division Expenses					
Concession Other Exp	\$24,368	\$15,386	\$13,000	\$14,000	\$0
TOTAL EXPENSES:	\$233,646	\$269,505	\$134,043	\$143,593	\$36,883
NET GAIN (LOSS):	\$20,366	\$ (23,073)	\$ (77,543)	\$ (79,593)	\$ (36,883)

Assumptions and additional information

1. Yr 2018/19 are typical. Line 384 is solar panel lease.
2. Lines 111 and 112 are significantly reduced because full time position was eliminated and no percentages have been applied to this area.
3. Line 111 is about half because you still have to pay for staff to train



STAFF REPORT

Agenda Item: D-3
Date: 5/15/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: May 15, 2020
SUBJECT: CAPITAL PROJECTS UPDATE

For Information Only

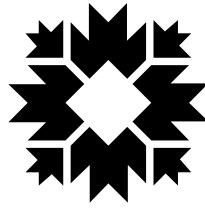
Sports Division Director will update the Board on several capital projects:

Twin Lakes Recreation Center front counter
Twin Lakes Recreation Center HVAC replacement
Twin Lakes Softball Complex parking lot repaving
Bryan Park Tennis Courts refurbish
Green Yard Waste project

RESPECTFULLY SUBMITTED,

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

John Turnbull, Division Director Sports



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: D-4
Date: 5/14/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: May 11, 2020
SUBJECT: CAPITAL PROJECTS UPDATE

For Information Only

Operations Director will update the Board on several capital projects:

Switchyard Park
Waldron, Hill, Buskirk Park and Allison-Jukebox Center
Crestmont Park Playground
RCA Park Trail Rehabilitation

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director