

CITY OF BLOOMINGTON
Parks and Recreation

Per Executive Order by the Governor this meeting will be conducted electronically. The public may access this meeting at the following link: <https://bloomington.zoom.us/j/92511438756>

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, June 23, 2020 4:00pm – 5:30pm

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of May 19, 2020
- A-2. Approval of Claims Submitted May 20, 2020 – June 22, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus - None

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Public Comment Period -
- B-2. Bravo Award -
- B-3. Parks Partner Award -
- B-4. Staff Introductions - Ashley Mull, Intern Introduction
Aaron Clark, Intern Introduction

C. OTHER BUSINESS

- C-1. Review/Approval of contract with (Master Plan) (Paula McDevitt)
- C-2. Review/Approval of partnership agreement with Boys and Girls Club (Erik Pearson)
- C-3. Review/Approval of appointment to BCCAC (Erik Pearson)
- C-4. Review/Approval of addendum to Farmers' Market contracts (Marcia Veldman)
- C-5. Review/Approval of partnership agreement with Monroe County History Center (Crystal Ritter)
- C-6. Review/Approval of cooperative monument agreement with Artisan Alley (Dave Williams)
- C-7. Review/Approval of parking space lease agreement with Switchyard Apartments (Dave Williams)
- C-8. Review/Approval of Addendum to MOU-Miller-Showers Park sidewalk construction (Dave Williams)
- C-9. Review/Approval of contracts with Bluestone Tree Removal (Erin Hatch)
- C-10. Review/Approval of contract addendum with Izzy's (Leslie Brinson)

D. REPORTS

- D-1. Recreation Division - None
- D-2. Operations Division - None
- D-3. Sports Division - None
- D-4. Administration Division - None

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).*



Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, May 19, 2019
4:00 p.m. – 5:30 p.m.

Zoom Meeting

Public comments were accepted through Facebook Live and through emails sent to Paula McDevitt

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, Rebecca Jania, Joanna Sparks, Sarah Owen

A. CONSENT CALENDAR

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

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 – Cathy Meyer

Sarah Owen, Community Relations Coordinator the Department would like to recognize Cathy Meyer for more than 15 years of volunteer services, in which she has provided over 600 volunteer hours. Cathy Meyer has served on the Environmental Resources Advisory Council, participated in the Adopt-an Acre program, volunteered with Griffy Lake Nature Days, Leonard Springs Nature Days, and Dearly Departed Cemetery Tours. The Department is grateful for her time and efforts and is proud to present her with the May Bravo Award.

Cathy Meyer stated she was fortunate to live in a community with a wonderful park department and so many wonderful natural spaces. It is a privilege and honor to promote the actives and services of the department anyway she can.

Board Comments: *Kathleen Mills* thanked Cathy Meyer's for her time and efforts.

B-4. Parks Partner Award – None

Staff Introduction – None

B-6 Staff Recognition – None

C. OTHER BUSINESS

C-1 Review/Approval of Contract with Eco Logic LLC.

Joanna Sparks, City Landscaper the Department wishes to remove invasive plant species at Switchyard Park along the southern sections of the B-Line Trail, and at Park Ridge Park. The Department requires the services of a professional contractor to provide invasive plant management at the two locations. Staff recommends approval of this contract with Eco Logic LLC in an amount not to exceed \$13,552. Funding for the project will be from Landscaping General Fund.

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

C-2 Review/Approval of Partnership with Summer Star Foundation.

Rebecca Jania, Natural Resources Coordinator there is an apparent need to provide wholesome and constructive educational and recreation activities to children in the Bloomington community, that will effectively contribute to the mental, physical, social and education enrichment of children. This Agreement outlines a partnership which will combine resources from each party, to provide virtual and socially distance environmental educational programming through the Banneker Community Center in Bloomington for children in grades K-6 (the “Nature Day Project”). Staff recommends the approval of this Partnership with Summer STAR Foundation. Funding for this program is through Summer Star Foundation in the amount of \$4,860.

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

C-3 Review/Approval of License Agreement with OuterSpatial

Rebecca Jania, Natural Resources Coordinator the Department wishes to deepen visitor engagement via mobile devices in parks, on trails and at greenspaces. The Department requires the professional services of a contractor to provide data integration, training, and publishing to the OuterSpatial app, an outdoor technology platform designed to take advantage of the most innovative web and mobile technology. Staff recommends approval of this contract with OuterSpatial, in an amount not to exceed \$3000.

Board Comments: *Israel Herrera inquired* if the app would only be available in English. *Rebecca Jania responded* it would be available in other languages, and would depend on what language the individual downloads the app in. *Israel Herrera inquired* if Griffy Lake would be the only location where the app can be used? *Rebecca Jania responded* staff is currently considering Griffy Lake, Switchyard Park and Clear Creek Trail as location for the project. Parks and trails that already have interpretive signs are great pilot locations, as there is already information available to use. *Israel Herrera inquired* what type of engagement would be available. *Rebecca Jania responded* it would open a communication channels between park managers and park users.

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

D Reports

D-1 Administration Division – Administrative/Community Relations Update

Paula McDevitt, Director presented the Administrative Update

- COVID-19 in March 2020
- City and Department services remained opened
- Department responded quickly to meet guidelines, restrictions and closures

- Department stayed in contact with Indiana Parks and Recreation Associations and the National Recreations Parks Association for support and guidance
- Parks and trails remained available for public use, and we witnessed how these sites helped meet the physical and mental needs of the community during the pandemic
- Staff quickly changed programing to meet the social distancing and stay at home order
- PPE was provided to staff, so they could safely continue their work
- Staff responded in a matter of hours to meet the changes as they continued to occur
- Staff worked on the frontlines while some staff telecommunicated
- Staff took advantage of the many resources available to them.
- Staff participated in the many in-depth round tables hosted by the IPRA
- Staffs attention was changed from reaction to focusing on the future
- Summer program guides where distributed, with notation to stay in touch for cancellations and changes
- Comprehensive plans have been made to safely open park facilities during each stage of the reopening plan
- The Department has followed CDC guidelines and worked closely with Monroe County Health Department
- The Department’s Health and Wellness Coordinator has been instrumental in research and planning

Julie Ramey, Community Relations Manager present Community Relations Update

- Department is utilizing virtual programing
- Banneker Community Center has been providing virtual programing for pre-school, youth and teens
- Banneker Community Center has their own website
- Community Events staff has planned several virtual programs for the community
- Natural Resources has provided a virtual series called “What’s in My Backyard”
- Social media has used to promote and inform the public of changes to the Farmers Market
- Staff continues to update websites and social media on any changes to programs and facilities

D-2 Recreation Division – Updates

Becky Higgins, Recreation Division Director

Farmers’ Market

- In April, Farmers Market opened as a preorder, prepaid, curbside pickup market
- In May, Farmers Market was changed to a preorder, prepaid, walk through market
- Will continue with the online Market as long as it is recommended by the Monroe County Health Department
- Future plans for the Market are being discussed

Banneker Community Center

- Banneker perusing programing option through the summer food program, that would help meet the needs of youth and families through June and July
- Banneker continues to engage residents and provide virtual programing to Banneker Facebook and Parks YouTube channel
- Banneker summer camp will have a different look, focus will be to provide nutritional meal to those in the community that need assistance
- Banneker will provide “Summer Camp on the Go” activity packets to the youth in the area.

Kid City

- Staff of Kid City has diligently been researching ways to provide summer camp in these unrepresented times.
- Staff of Kid City has used guidance from local health authorities, the CDC, American Camp Associations and Family and Social Services policies when developing a new camp model.
- Kid City Camp will have policies in place to screen participants and limit social circles
- Kid City will be group structured limiting interaction
- Drop off and pick up of Kid City participants will be outside, limiting amount of people in the building
- Strict hygiene and disinfectant procedures have been put in place for Kid City Camp
- Kid City staff will wear masks and will ask participants to wear masks.

Emergency Services

- In response to emergency services needs during COVID-19, discussion and plans were implemented for emergency childcare for healthcare workers.
- The Child Care Emergency Task Force reached out to the community for assistance
- Staff worked closely incorporations with other local agency to develop a pod concept of childcare
- Staff was ready to implement to three pods for childcare for the community
- Due to telecommuting, the need for childcare declined and the program was never used
- Those plans were instrumental for developing our camps
- Allison Jukebox Community Center has been utilized by the Bloomington Indiana Fabric Mask Drive
- Site was used to drop off supplies and picking up fabric masks
- The Bloomington Indiana Fabric Mask Drive will move to the Banneker Community Center in the near future

Other

- To maintain social distancing the Fourth of July Parade has been cancelled for 2020

Banneker Community Center Grants

- The Banneker Community Center is one of fifteen agencies nationwide, that has received a Parks as Community Nutrition Hub Expanding Access to Health Foods Grants from the National Recreation and Parks Association (NRPA), with support from the Walmart Foundation
- There were three categories – Urban, Suburban and Rural
- Banneker was one of the five departments chosen in the Urban category
- The Bloomington Parks Department was chosen nationally, for support of our efforts to increase access to meals, provide nutrition education, and implementing a nutritional hub model.
- The focus is on addressing food insecurity, by increasing valuable nutrition resources to underserved residence
- Congratulations go to Erik Pearson, Cory Hawkins, and Jess Klein who worked on applying for this two year grant totaling \$80,000
- In 2019, the Banneker Community Center was awarded approximately \$200,000 in a grant funding from Regional Opportunity Initiative, Inc. (ROI) to enhance spaces within the facility, in support to becoming a community and cultural hub. The improvements are currently underway, and aided in receiving the NRPA grant.

Board Comments: The Board congratulated staff for being awarded the grant. *Israel Herrera* inquired what other departments were awarded the grant in the Urban category. *Becky responded*, the other department names have not yet been released. *Paula McDevitt stated* to be awarded this by the NRPA is phenomenal, this is the national organization that accredits parks departments and award the Gold Medal. Staff has competed at a national level, and will benefit from the training and support that will be provided by NRPA to run this program.

D-3 Sports Division – Project Updates

John Turnbull, Sports Division Director

Aquatics

- Ongoing discussions to determine if pools will be opened in 2020
- Staff have spent countless hours studying CDC requirements and the state and county directives
- The many professional associations, and pier organization have been extremely helpful to gather information and help intrepid pool issues
- American Red Cross will not certify lifeguards until social distancing has been lifted.
- The required classed would not be available until after July 4th
- Large mechanical operations takes a minimum of three weeks to open
- Pools must be inspected before opened
- Social distancing would be difficult in pool setting
- Water fountains would not be available use
- Deck chairs would not be available to use
- 50% bather load
- Swim lessons would not be available

- Staffing would have to be modified
- Use of water features would be unavailable or have to be modified
- Financial impact – the later the opening the larger the deficit
- Many public and private pools have already made the decision not to open their aquatic centers

Twin Lakes Recreation Center

- Front counter remodel is 95% completed
- New countertops and cabinets
- New rubberized flooring in front hallway
- New carpeting in offices
- Repaired and painted drywall
- HVAC replacement 75% completed

Twin Lakes Softball Complex

- Parking lot being repaved
- Parking lot being raised and berm included to help extend the life of the new pavement

Bryan Park Tennis Courts

- Repair of tennis courts scheduled in late summer

Green Yard Waste at Lower Cascades

- Green yard waste project to be used for City departments to dump debris, 80% of volume could be reduce by mulching before hauling away
- Lower cost of disposal
- Water issues and erosion issues would be improved during this project

Board Comments: Kathleen Mills appreciated the in-depth research and information provided regarding pool issues. Israel Herrera inquired how the physical social distancing would be managed around the slides. John Turnbull responded it would be difficult. The areas around the slides would need to be marked on where to stand, and the amount of required cleaning would be an issue.

D-4 Operations Division – Capital Project Updates

Dave Williams, Operations Division Director

- Projects have continued during COVID-19

Duke Powerline Easement

- Establish scope of work to add trail from Rogers Street to Weimer Road

Griffy Lake

- Fishing pier under design
- Six mile loop trail under design

Cascades Park

- Design plans for erosion control

Switchyard Park

- Landscaping is being completed
- Punch list being completed
- Remediating coal ash and cinder soil
- Pavilion inspections still being completed

RCA Park

- Over the years trail was damaged from storm water
- Tail was repaved
- Replaced pipes to handle storm water
- New boardwalk
- Paved service access to shelter house
- Plantings and cleanup remain to be completed

Waldron, Hill, and Buskirk Park

- ADA compliance accessible entrance
- Pervious pavers installed in front of stage

- Irrigations system installed
- City Utilities future project will have impact on playground and some trees

Crestmont Park

- Playground completely replaced
- Constructed in-house
- Vacancies have been filled with individuals with strong trades and construction experience
- Community Development Block grant was received to help with cost
- Shade seating installed
- Ready for ribbon cutting

Other

- Staff was determined as essential
- 95% have been coming to work and working on the frontlines
- Staff has been working on backlogged projects
- Maintenance has continued

Paula McDevitt, Director stated recently CFC and Duke Energy partnered, and awarded the department with a \$10,000 grant to improve the three mediums at Twin Lakes Recreation Center.

The community was encouraged to take advantage of the Lower Cascades Road Conversion Pilot Project, and to complete the online survey to give feedback.

Next Park Board meeting is scheduled for June 23, 2020.

ADJOURNMENT

Meeting adjourned at 5:39 p.m.

Respectfully Submitted,



Kim Clapp
Secretary Board of Park Commissioners



Park & Rec Board Register

Invoice Date Range 05/18/20 - 05/29/20

Held Reasons

Vendor	Invoice No.	Invoice Description	Status	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	485597652001	18-laminating pouchs	Paid by EFT # 35399	05/19/2020	05/19/2020	05/29/2020		05/29/2020	11.04
5099 - Office Three Sixty, INC	1642169	18- Paper, hole punch, markers, staplers, folders	Paid by EFT # 35400	05/19/2020	05/19/2020	05/29/2020		05/29/2020	14.06
Account 52110 - Office Supplies Totals							Invoice Transactions 2		<u>\$25.10</u>
Program 181000 - Administration Totals							Invoice Transactions 2		<u>\$25.10</u>
Program 181100 - Marketing									
Account 53320 - Advertising									
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_5320	18-April display ads and classifieds	Paid by EFT # 35336	05/19/2020	05/19/2020	05/29/2020		05/29/2020	1,275.00
Account 53320 - Advertising Totals							Invoice Transactions 1		<u>\$1,275.00</u>
Account 53990 - Other Services and Charges									
6648 - Garrett J Poortinga (Green Hat Media, LLC)	20200512Parks	18-video production Virtual Programming	Paid by EFT # 35406	05/19/2020	05/19/2020	05/29/2020		05/29/2020	428.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1		<u>\$428.00</u>
Program 181100 - Marketing Totals							Invoice Transactions 2		<u>\$1,703.00</u>
Program 182001 - Aquatics - Bryan Pool									
Account 53530 - Water and Sewer									
208 - City Of Bloomington Utilities	14187-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020		05/18/2020	338.66
Account 53530 - Water and Sewer Totals							Invoice Transactions 1		<u>\$338.66</u>
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 1		<u>\$338.66</u>
Program 182002 - Aquatics - Mills Pool									
Account 53530 - Water and Sewer									
208 - City Of Bloomington Utilities	14187-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020		05/18/2020	87.41
Account 53530 - Water and Sewer Totals							Invoice Transactions 1		<u>\$87.41</u>



Park & Rec Board Register

Invoice Date Range 05/18/20 - 05/29/20

			Program 182002 - Aquatics - Mills Pool Totals			Invoice Transactions 1	\$87.41	
Program 182500 - Frank Southern Center								
Account 43220 - Facility Rentals								
204 - State Of Indiana	April 2020	18-Sales Tax April 2020	Paid by EFT # 35265	05/19/2020	05/19/2020	05/19/2020	05/19/2020	745.57
			Account 43220 - Facility Rentals Totals			Invoice Transactions 1	\$745.57	
Account 52420 - Other Supplies								
53038 - Mid America Sales Associates	414811 -00	18 TLSP Annual Ball Field Order	Paid by EFT # 35381	05/19/2020	05/19/2020	05/29/2020	05/29/2020	3,757.79
			Account 52420 - Other Supplies Totals			Invoice Transactions 1	\$3,757.79	
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	05/18/2020	269.22
			Account 53530 - Water and Sewer Totals			Invoice Transactions 1	\$269.22	
Account 53630 - Machinery and Equipment Repairs								
4902 - DEEM, LLC	938367	18 FSC Annual Compressor Shutdown	Paid by EFT # 35322	05/19/2020	05/19/2020	05/29/2020	05/29/2020	2,192.00
			Account 53630 - Machinery and Equipment Repairs Totals			Invoice Transactions 1	\$2,192.00	
Account 53650 - Other Repairs								
321 - Harrell Fish, INC (HFI)	W56354	18 FSC Emergency Service Call for Lobby	Paid by EFT # 35344	05/19/2020	05/19/2020	05/29/2020	05/29/2020	257.50
			Account 53650 - Other Repairs Totals			Invoice Transactions 1	\$257.50	
			Program 182500 - Frank Southern Center Totals			Invoice Transactions 5	\$7,222.08	
Program 183500 - Golf Services								
Account 43260 - Equipment Rentals								
204 - State Of Indiana	April 2020	18-Sales Tax April 2020	Paid by EFT # 35265	05/19/2020	05/19/2020	05/19/2020	05/19/2020	55.02
			Account 43260 - Equipment Rentals Totals			Invoice Transactions 1	\$55.02	
Account 43380 - Other Services								
204 - State Of Indiana	April 2020	18-Sales Tax April 2020	Paid by EFT # 35265	05/19/2020	05/19/2020	05/19/2020	05/19/2020	240.90
			Account 43380 - Other Services Totals			Invoice Transactions 1	\$240.90	
Account 47110 - Miscellaneous								
204 - State Of Indiana	April 2020	18-Sales Tax April 2020	Paid by EFT # 35265	05/19/2020	05/19/2020	05/19/2020	05/19/2020	.00
			Account 47110 - Miscellaneous Totals			Invoice Transactions 1	\$0.00	
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	1991	18-hand soap, hand sanitizer	Paid by Check # 71885	05/19/2020	05/19/2020	05/29/2020	05/29/2020	17.96
5819 - Synchrony Bank	8975	18-hand soap, hand sanitizer	Paid by Check # 71885	05/19/2020	05/19/2020	05/29/2020	05/29/2020	17.96



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Invoice Date Range 05/18/20 - 05/29/20

5819 - Synchrony Bank	4903	18-hand soap, hand sanitizer	Paid by Check # 71885	05/19/2020	05/19/2020	05/29/2020	05/29/2020	17.96
5819 - Synchrony Bank	9997	18- hand soap, sanitizer	Paid by Check # 71885	05/19/2020	05/19/2020	05/29/2020	05/29/2020	14.96
5819 - Synchrony Bank	9299	18-Hand Sanitizer, hand soap	Paid by Check # 71885	05/19/2020	05/19/2020	05/29/2020	05/29/2020	17.96
Account 52210 - Institutional Supplies Totals							Invoice Transactions 5	<u>\$86.80</u>
Account 52230 - Garage and Motor Supplies								
455 - Industrial Service & Supply, INC	61901	18 - Hydraulic Hoses	Paid by EFT # 35358	05/19/2020	05/19/2020	05/29/2020	05/29/2020	35.72
4140 - Interstate All Battery Center of Bloomington, INC	1903302011126	18 - Sidewinder Battery	Paid by EFT # 35359	05/19/2020	05/19/2020	05/29/2020	05/29/2020	86.00
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 2	<u>\$121.72</u>
Account 52240 - Fuel and Oil								
4574 - John Deere Financial (Rural King)	J08278/62	18 - Fuel Pump	Paid by Check # 71873	05/19/2020	05/19/2020	05/29/2020	05/29/2020	334.99
14129 - C & S, INC	01934	18 - Oil, Hydraulic Oil, & misc oil	Paid by EFT # 35303	05/19/2020	05/19/2020	05/29/2020	05/29/2020	300.65
14129 - C & S, INC	02037	18 - Fuel	Paid by EFT # 35303	05/19/2020	05/19/2020	05/29/2020	05/29/2020	1,278.56
Account 52240 - Fuel and Oil Totals							Invoice Transactions 3	<u>\$1,914.20</u>
Account 53310 - Printing								
5249 - Golf Associates Advertising Co., INC	276467	18- scorecards	Paid by EFT # 35337	05/19/2020	05/19/2020	05/29/2020	05/29/2020	1,676.89
Account 53310 - Printing Totals							Invoice Transactions 1	<u>\$1,676.89</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	05/18/2020	2,177.57
208 - City Of Bloomington Utilities	14187-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	05/18/2020	2,255.53
4175 - The Stables Events, LLC (Izzy's Rentals)	10226	18-	Paid by EFT # 35439	05/19/2020	05/19/2020	05/29/2020	05/29/2020	140.00
Account 53530 - Water and Sewer Totals							Invoice Transactions 3	<u>\$4,573.10</u>
Program 183500 - Golf Services Totals							Invoice Transactions 17	<u>\$8,668.63</u>
Program 184000 - Natural Resources								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	647746	18- duct tape	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	4.29
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>\$4.29</u>
Program 184000 - Natural Resources Totals							Invoice Transactions 1	<u>\$4.29</u>

Program **186502 - Community Events-Gardens**



Park & Rec Board Register

Invoice Date Range 05/18/20 - 05/29/20

Account 52420 - Other Supplies

4574 - John Deere Financial (Rural King)	I65033/62	18 - Fuel Pump	Paid by Check # 71873	05/19/2020	05/19/2020	05/29/2020	05/29/2020	180.05
5099 - Office Three Sixty, INC	1642169	18- Paper, hole punch, markers, staplers, folders	Paid by EFT # 35400	05/19/2020	05/19/2020	05/29/2020	05/29/2020	60.76
Account 52420 - Other Supplies Totals							Invoice Transactions 2	<u>\$240.81</u>
Program 186502 - Community Events-Gardens Totals							Invoice Transactions 2	<u>\$240.81</u>

Program 187001 - Adult Sports-Softball

Account 52420 - Other Supplies

5099 - Office Three Sixty, INC	1642169	18- Paper, hole punch, markers, staplers, folders	Paid by EFT # 35400	05/19/2020	05/19/2020	05/29/2020	05/29/2020	26.47
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>\$26.47</u>

Account 52430 - Uniforms and Tools

798 - Winters Associates Promotional Products, INC	113265	18 SYP/TLSP Safety Green Laborer II Staff	Paid by EFT # 35456	05/19/2020	05/19/2020	05/29/2020	05/29/2020	308.68
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1	<u>\$308.68</u>

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	05/18/2020	24.93
208 - City Of Bloomington Utilities	14187-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	05/18/2020	903.48
Account 53530 - Water and Sewer Totals							Invoice Transactions 2	<u>\$928.41</u>
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 4	<u>\$1,263.56</u>

Program 187202 - Youth Sports-Winslow

Account 52220 - Agricultural Supplies

4574 - John Deere Financial (Rural King)	I93751	18-Winslow approved weed control spray, 1	Paid by Check # 71873	05/19/2020	05/19/2020	05/29/2020	05/29/2020	179.96
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1	<u>\$179.96</u>

Account 52310 - Building Materials and Supplies

53038 - Mid America Sales Associates	416917-00	18 - Field Paint for Soccer	Paid by EFT # 35381	05/19/2020	05/19/2020	05/29/2020	05/29/2020	500.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1	<u>\$500.00</u>

Account 52420 - Other Supplies

4574 - John Deere Financial (Rural King)	I67458/62	18-Push mower for Winslow	Paid by Check # 71873	05/19/2020	05/19/2020	05/29/2020	05/29/2020	329.97
53038 - Mid America Sales Associates	415262-00	18 - Winslow bases, striper, rapid dry. soil	Paid by EFT # 35381	05/19/2020	05/19/2020	05/29/2020	05/29/2020	3,664.49
Account 52420 - Other Supplies Totals							Invoice Transactions 2	<u>\$3,994.46</u>

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	05/18/2020	1,323.56
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		Account 53530 - Water and Sewer Totals				Invoice Transactions 1	\$1,323.56		
Account 53990 - Other Services and Charges		18 - Winslow Backflow	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	196.00	
392 - Koorsen Fire & Security, INC		5104320	Device Testing	35370					
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	\$196.00		
		Program 187202 - Youth Sports-Winslow Totals				Invoice Transactions 6	\$6,193.98		
Program 187208 - Youth Sports-Olcott									
Account 53530 - Water and Sewer									
208 - City Of Bloomington		14187-001	18-Water Sewer Charges	Paid by Check #	05/18/2020	05/18/2020	05/18/2020	05/18/2020	546.00
Utilities		052720	April	71850					
		Account 53530 - Water and Sewer Totals				Invoice Transactions 1	\$546.00		
Account 53990 - Other Services and Charges									
392 - Koorsen Fire & Security, INC		5104322	18-Olcott Backflow	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	174.00
			Device Testing	35370					
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	\$174.00		
		Program 187208 - Youth Sports-Olcott Totals				Invoice Transactions 2	\$720.00		
Program 187500 - Banneker									
Account 52420 - Other Supplies									
4443 - The Sherwin Williams Company		9492-5	18-BBCC-Paint Supplies	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	46.95
				35438					
		Account 52420 - Other Supplies Totals				Invoice Transactions 1	\$46.95		
Account 53140 - Exterminator Services									
4073 - Terminix International		394721861	18-BBCC-IPM	Paid by Check #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	45.00
				71886					
		Account 53140 - Exterminator Services Totals				Invoice Transactions 1	\$45.00		
Account 53530 - Water and Sewer									
208 - City Of Bloomington		4159-001	18-Water Sewer Charges	Paid by Check #	05/18/2020	05/18/2020	05/18/2020	05/18/2020	90.70
Utilities		052720	April	71850					
		Account 53530 - Water and Sewer Totals				Invoice Transactions 1	\$90.70		
Account 53610 - Building Repairs									
321 - Harrell Fish, INC (HFI)		C006039	18-BBCC-Quarterly	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	945.00
			Maintenance Fee	35344					
4443 - The Sherwin Williams Company		6216-4	18-BBCC-Paint	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	379.01
				35438					
		Account 53610 - Building Repairs Totals				Invoice Transactions 2	\$1,324.01		
Account 53630 - Machinery and Equipment Repairs									
392 - Koorsen Fire & Security, INC		5035340	18-BBCC-Koorsen	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	79.57
			Quarterly	35370					
		Account 53630 - Machinery and Equipment Repairs Totals				Invoice Transactions 1	\$79.57		
		Program 187500 - Banneker Totals				Invoice Transactions 6	\$1,586.23		



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Program 188001 - Inclusive Recreation
Account 53910 - Dues and Subscriptions

1101 - National Council For Therapeutic Recreation- NCTRC	46212 2020	18-Inclusive Coordinator Certification	Paid by Check # 71879	05/19/2020	05/19/2020	05/29/2020	05/29/2020	80.00
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Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$80.00
Program 188001 - Inclusive Recreation Totals	Invoice Transactions 1	\$80.00

Program 189000 - Operations
Account 52210 - Institutional Supplies

313 - Fastenal Company	INBLM218430	18-gloves, eyewear	Paid by EFT # 35330	05/19/2020	05/19/2020	05/29/2020	05/29/2020	58.05
313 - Fastenal Company	INBLM218531	18-gloves	Paid by EFT # 35330	05/19/2020	05/19/2020	05/29/2020	05/29/2020	89.54
394 - Kleindorfer Hardware & Variety	650705	18- rain suit, measuring bucket	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	15.78
394 - Kleindorfer Hardware & Variety	670121	18-measuring cup, tape, wipes, bucket and lid	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	20.75
8875 - The Hoosier Company, INC	12348	18-(1) 5-gal bucket Elephant Snot (graffiti)	Paid by EFT # 35437	05/19/2020	05/19/2020	05/29/2020	05/29/2020	401.10

Account 52210 - Institutional Supplies Totals	Invoice Transactions 5	\$585.22
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Account 52230 - Garage and Motor Supplies

394 - Kleindorfer Hardware & Variety	647607	18- gas can	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	43.99
394 - Kleindorfer Hardware & Variety	650841	18-Hasp, WD40	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	10.38
476 - Southern Indiana Parts, INC (Napa Auto Parts)	314727	18- inserts, tire rep needle, oil (shop supplies)	Paid by EFT # 35430	05/19/2020	05/19/2020	05/29/2020	05/29/2020	77.57

Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 3	\$131.94
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Account 52310 - Building Materials and Supplies

334 - Irving Materials, INC	10845983	18- concrete	Paid by EFT # 35361	05/19/2020	05/19/2020	05/29/2020	05/29/2020	713.50
334 - Irving Materials, INC	10848390	18- concrete for Schmalz Farm Park	Paid by EFT # 35361	05/19/2020	05/19/2020	05/29/2020	05/29/2020	696.00
334 - Irving Materials, INC	10850311	18-concrete of Schmalz Farm Park	Paid by EFT # 35361	05/19/2020	05/19/2020	05/29/2020	05/29/2020	895.50
394 - Kleindorfer Hardware & Variety	648064	18- rebar stakes	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	62.55
394 - Kleindorfer Hardware & Variety	670396	18-wire, hanger, eye hooks for a project at	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	3.76
394 - Kleindorfer Hardware & Variety	670024	18-materials to build shields for Showers bldg	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	11.10
53005 - Menards, INC	47805	18- pro-rib 120" white	Paid by Check # 71874	05/19/2020	05/19/2020	05/29/2020	05/29/2020	199.92



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365 - Rogers Group, INC	0713004375	18 1/4-minus	Paid by EFT # 35416	05/19/2020	05/19/2020	05/29/2020	05/29/2020	45.00
365 - Rogers Group, INC	0713004376	18-# 11 stone	Paid by EFT # 35416	05/19/2020	05/19/2020	05/29/2020	05/29/2020	38.00
365 - Rogers Group, INC	0713004377	18-#11 stone	Paid by EFT # 35416	05/19/2020	05/19/2020	05/29/2020	05/29/2020	247.00
365 - Rogers Group, INC	0713004374	18-1/4 minus, Blgtn Rail Trail	Paid by EFT # 35416	05/19/2020	05/19/2020	05/29/2020	05/29/2020	30.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 11	\$2,942.33
Account 52340 - Other Repairs and Maintenance								
5415 - Allied Wholesale Electrical Supply, LLC	5562003	18-20 dual wall solid culvert	Paid by EFT # 35271	05/19/2020	05/19/2020	05/29/2020	05/29/2020	119.73
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	2273	18-Liftmaster opener(motor) for garage door @ Ops Center	Paid by EFT # 35299	05/19/2020	05/19/2020	05/29/2020	05/29/2020	327.00
394 - Kleindorfer Hardware & Variety	648227	18- quick connect for pressure washer	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	7.49
394 - Kleindorfer Hardware & Variety	650564	18- drill bits	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	7.60
394 - Kleindorfer Hardware & Variety	650818	18- parts for frost free hydrant at dog park	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	83.04
394 - Kleindorfer Hardware & Variety	670516	18- 8-32 bolts	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	1.32
394 - Kleindorfer Hardware & Variety	670013	18-bolts/ materials to fix Griffy Boathouse door	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	5.65
53005 - Menards, INC	48372	18-shop lights, hanging chains for lights for Ops.	Paid by Check # 71874	05/19/2020	05/19/2020	05/29/2020	05/29/2020	279.91
786 - Richard's Small Engine, INC	382399	18-supplies for the shop	Paid by EFT # 35415	05/19/2020	05/19/2020	05/29/2020	05/29/2020	167.17
476 - Southern Indiana Parts, INC (Napa Auto Parts)	315275	18-fuse	Paid by EFT # 35430	05/19/2020	05/19/2020	05/29/2020	05/29/2020	3.87
4443 - The Sherwin Williams Company	9535-1	18-Paint & paint supplies	Paid by EFT # 35438	05/19/2020	05/19/2020	05/29/2020	05/29/2020	1,881.65
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 11	\$2,884.43
Account 52420 - Other Supplies								
4574 - John Deere Financial (Rural King)	199214/62	18-twisting tool	Paid by Check # 71873	05/19/2020	05/19/2020	05/29/2020	05/29/2020	4.99
4574 - John Deere Financial (Rural King)	167554/62	18-LED light bar	Paid by Check # 71873	05/19/2020	05/19/2020	05/29/2020	05/29/2020	29.99
313 - Fastenal Company	INBLM218430	18-gloves, eyewear	Paid by EFT # 35330	05/19/2020	05/19/2020	05/29/2020	05/29/2020	80.61
394 - Kleindorfer Hardware & Variety	670661	18-keys made	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020	05/29/2020	2.00



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53005 - Menards, INC	47796	18- letter punch	Paid by Check #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	9.99
			71874					
5099 - Office Three Sixty, INC	1558150	18- markers, white board, cable cover	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	164.19
			35400					
Account 52420 - Other Supplies Totals							Invoice Transactions 6	<u>\$291.77</u>
Account 52430 - Uniforms and Tools								
15449 - Rosen & Rosen Industries (R&R Industries)	579193	18-(100) safety yellow neck gaiter jerseys for	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	412.64
			35417					
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1	<u>\$412.64</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 052720	18-Water Sewer Charges April	Paid by Check #	05/18/2020	05/18/2020	05/18/2020	05/18/2020	1,243.89
			71850					
208 - City Of Bloomington Utilities	14187-001 052720	18-Water Sewer Charges April	Paid by Check #	05/18/2020	05/18/2020	05/18/2020	05/18/2020	1,816.56
			71850					
208 - City Of Bloomington Utilities	39530-002 052720	18-Water Sewer Charges April	Paid by Check #	05/18/2020	05/18/2020	05/18/2020	05/18/2020	70.81
			71850					
208 - City Of Bloomington Utilities	41294-001 052720	18-Water Sewer Charges April	Paid by Check #	05/18/2020	05/18/2020	05/18/2020	05/18/2020	50.22
			71850					
208 - City Of Bloomington Utilities	42122-001 052720	18-Water Sewer Charges April	Paid by Check #	05/18/2020	05/18/2020	05/18/2020	05/18/2020	77.01
			71850					
Account 53530 - Water and Sewer Totals							Invoice Transactions 5	<u>\$3,258.49</u>
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1824351774	18-Uniform & mat cleaning services for the	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	21.27
			35275					
19171 - Aramark Uniform & Career Apparel Group, INC	1824360224	18-Uniform & mat cleaning services for the	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	21.27
			35275					
4175 - The Stables Events, LLC (Izzy's Rentals)	10436	18-Service only of (6) & service & cleaning of (2)	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	690.00
			35439					
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 3	<u>\$732.54</u>
Program 189000 - Operations Totals							Invoice Transactions 45	<u>\$11,239.36</u>
Program 189006 - Switchyard Property								
Account 52210 - Institutional Supplies								
51857 - Flex-Pac, INC	I274966A	18 SYP hand sanitizer	Paid by Check #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	83.64
			71870					
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1	<u>\$83.64</u>
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	648184	18 SYP Misc Hardware	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	83.95
			35368					
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>\$83.95</u>
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products, INC	113265	18 SYP/TLSP Safety Green Laborer II Staff	Paid by EFT #	05/19/2020	05/19/2020	05/29/2020	05/29/2020	77.17
			35456					



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		Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1		\$77.17
Account 53990 - Other Services and Charges							
912 - Central Security Systems, INC	466256	18-Security monitoring at Switchyard Park 6/1/20-	Paid by EFT # 35309	05/19/2020	05/19/2020	05/29/2020	147.00
		Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$147.00
		Program 189006 - Switchyard Property Totals			Invoice Transactions 4		\$391.76
Program 189500 - Landscaping							
Account 52220 - Agricultural Supplies							
10330 - Kevin R Huntley (Green Earth Recycling & Compost)		18- 5 loads of mulch	Paid by EFT # 35352	05/19/2020	05/19/2020	05/29/2020	1,500.00
5485 - Woody Warehouse Nursery, INC	191788	18-Native trees, shrubs & grasses	Paid by EFT # 35458	05/19/2020	05/19/2020	05/29/2020	7,825.38
		Account 52220 - Agricultural Supplies Totals			Invoice Transactions 2		\$9,325.38
Account 52340 - Other Repairs and Maintenance							
6262 - Koenig Equipment, INC	P15624	18- regulator for John Deere tractor (mulch	Paid by EFT # 35369	05/19/2020	05/19/2020	05/29/2020	171.03
		Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 1		\$171.03
Account 52420 - Other Supplies							
4574 - John Deere Financial (Rural King)	197694/62	18-T-post, fencing	Paid by Check # 71873	05/19/2020	05/19/2020	05/29/2020	660.81
53005 - Menards, INC	47705	18- 6' studded t-post, galv welded wir-pick	Paid by Check # 71874	05/19/2020	05/19/2020	05/29/2020	1,799.06
5099 - Office Three Sixty, INC	1558148	18- chair, dry erase board, mouse pad,	Paid by EFT # 35400	05/19/2020	05/19/2020	05/29/2020	312.11
5099 - Office Three Sixty, INC	1558148B1	18- lamp	Paid by EFT # 35400	05/19/2020	05/19/2020	05/29/2020	31.61
5099 - Office Three Sixty, INC	1558152	18- dry erase surfaces, removable tape	Paid by EFT # 35400	05/19/2020	05/19/2020	05/29/2020	9.11
		Account 52420 - Other Supplies Totals			Invoice Transactions 5		\$2,812.70
Account 53530 - Water and Sewer							
208 - City Of Bloomington Utilities	4159-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	151.64
208 - City Of Bloomington Utilities	14187-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	191.48
208 - City Of Bloomington Utilities	39530-002 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	16.74
208 - City Of Bloomington Utilities	41294-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	151.37
208 - City Of Bloomington Utilities	42122-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	15.48
		Account 53530 - Water and Sewer Totals			Invoice Transactions 5		\$526.71

Account **53990 - Other Services and Charges**



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50335 - Aquatic Control, INC	185120	18- nuisance aquatic vegetation management	Paid by EFT # 35274	05/19/2020	05/19/2020	05/29/2020	05/29/2020	559.67
						Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$559.67</u>
						Program 189500 - Landscaping Totals	Invoice Transactions 14	<u>\$13,395.49</u>
Program 189501 - Cemeteries								
Account 52340 - Other Repairs and Maintenance								
786 - Richard's Small Engine, INC	381604	18- ring piston, grease	Paid by EFT # 35415	05/19/2020	05/19/2020	05/29/2020	05/29/2020	31.49
						Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	<u>\$31.49</u>
Account 52420 - Other Supplies								
293 - J&S Locksmith Shop, INC	208307	18- Toro push mower for cemetery grounds	Paid by EFT # 35363	05/19/2020	05/19/2020	05/29/2020	05/29/2020	425.10
						Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$425.10</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	05/18/2020	334.67
						Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$334.67</u>
						Program 189501 - Cemeteries Totals	Invoice Transactions 3	<u>\$791.26</u>
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
4574 - John Deere Financial (Rural King)	I76979/62	18-fabric fencing	Paid by Check # 71873	05/19/2020	05/19/2020	05/29/2020	05/29/2020	1,484.89
4574 - John Deere Financial (Rural King)	I86731/62	18-cable ties, rain suits	Paid by Check # 71873	05/19/2020	05/19/2020	05/29/2020	05/29/2020	71.93
4574 - John Deere Financial (Rural King)	I76963/62	18-fence fabric	Paid by Check # 71873	05/19/2020	05/19/2020	05/29/2020	05/29/2020	434.95
4574 - John Deere Financial (Rural King)	I85181/62	18-T-Post	Paid by Check # 71873	05/19/2020	05/19/2020	05/29/2020	05/29/2020	758.00
4574 - John Deere Financial (Rural King)	I97694/62	18-T-post, fencing	Paid by Check # 71873	05/19/2020	05/19/2020	05/29/2020	05/29/2020	322.16
						Account 52420 - Other Supplies Totals	Invoice Transactions 5	<u>\$3,071.93</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	05/18/2020	12.79
						Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$12.79</u>
						Program 189503 - Urban Forestry Totals	Invoice Transactions 6	<u>\$3,084.72</u>
						Department 18 - Parks & Recreation Totals	Invoice Transactions 122	<u>\$57,036.34</u>
						Fund 200 - Parks and Recreation Gen (S1301) Totals	Invoice Transactions 122	<u>\$57,036.34</u>
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 181000 - Administration								



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Account 53990 - Other Services and Charges

41 - Area 10 Agency On Aging 1st qtr 2020	18 Payment for Endwright East	Paid by Check # 71861	05/19/2020	05/19/2020	05/29/2020	05/29/2020	4,594.67
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1	<u>\$4,594.67</u>
Program 181000 - Administration Totals						Invoice Transactions 1	<u>\$4,594.67</u>

Program 183500 - Golf Services

Account 43290 - Concessions

204 - State Of Indiana	April 2020	18-Sales Tax April 2020	Paid by EFT # 35265	05/19/2020	05/19/2020	05/19/2020	05/19/2020	101.71
Account 43290 - Concessions Totals						Invoice Transactions 1	<u>\$101.71</u>	

Account 43295 - Concessions FB Tax

204 - State Of Indiana	April 2020	18-Sales Tax April 2020	Paid by EFT # 35265	05/19/2020	05/19/2020	05/19/2020	05/19/2020	2.10
204 - State Of Indiana	April F/B Tax	18-F/B Tax April 2020	Paid by EFT # 35266	05/19/2020	05/19/2020	05/19/2020	05/19/2020	.30
Account 43295 - Concessions FB Tax Totals						Invoice Transactions 2	<u>\$2.40</u>	

Account 52220 - Agricultural Supplies

4383 - Advanced Turf Solutions, INC	SO820650	18 - Fertilizer	Paid by EFT # 35269	05/19/2020	05/19/2020	05/29/2020	05/29/2020	1,753.64
4383 - Advanced Turf Solutions, INC	SO828229	18 - Chemicals	Paid by EFT # 35269	05/19/2020	05/19/2020	05/29/2020	05/29/2020	4,896.54
4449 - Shelby Gravel, INC	667696	18 - Top Dressing Sand	Paid by EFT # 35425	05/19/2020	05/19/2020	05/29/2020	05/29/2020	805.53
Account 52220 - Agricultural Supplies Totals						Invoice Transactions 3	<u>\$7,455.71</u>	

Account 52330 - Street, Alley, and Sewer Material

5969 - Coca Cola Bottling CO. Consolidated	2056204185	18 - Cascades Bottled Drinks	Paid by EFT # 35314	05/19/2020	05/19/2020	05/29/2020	05/29/2020	115.50
5969 - Coca Cola Bottling CO. Consolidated	2056204174	18- Online Market Payment 5-2	Paid by EFT # 35314	05/19/2020	05/19/2020	05/29/2020	05/29/2020	125.75
5969 - Coca Cola Bottling CO. Consolidated	2056204230	18 - Cascades Bottled Drinks	Paid by EFT # 35314	05/19/2020	05/19/2020	05/29/2020	05/29/2020	217.75
5819 - Synchrony Bank	9998 05072020	18 - Cascades Snacks	Paid by Check # 71885	05/19/2020	05/19/2020	05/29/2020	05/29/2020	189.42
Account 52330 - Street, Alley, and Sewer Material Totals						Invoice Transactions 4	<u>\$648.42</u>	

Account 52420 - Other Supplies

53005 - Menards, INC	47473	18- swivel tags, collar key tags, locking key	Paid by Check # 71874	05/19/2020	05/19/2020	05/29/2020	05/29/2020	37.46
53005 - Menards, INC	47754	18- tank sprayer, bleach, in-cide, measuring	Paid by Check # 71874	05/19/2020	05/19/2020	05/29/2020	05/29/2020	44.50
53005 - Menards, INC	47817	18- cell core PVC pipe	Paid by Check # 71874	05/19/2020	05/19/2020	05/29/2020	05/29/2020	15.34
53005 - Menards, INC	48336	18-acid brush, utility brush, bleach	Paid by Check # 71874	05/19/2020	05/19/2020	05/29/2020	05/29/2020	22.65



Park & Rec Board Register

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							Account 52420 - Other Supplies Totals	Invoice Transactions 4	\$119.95
							Program 183500 - Golf Services Totals	Invoice Transactions 14	\$8,328.19
Program 183501 - Golf Course - Pro Shop									
Account 43340 - Pro Shop Sales									
204 - State Of Indiana	April 2020	18-Sales Tax April 2020	Paid by EFT # 35265	05/19/2020	05/19/2020	05/19/2020		05/19/2020	247.67
							Account 43340 - Pro Shop Sales Totals	Invoice Transactions 1	\$247.67
Account 52330 - Street , Alley, and Sewer Material									
7230 - Antigua Group INC	AIN-1287546	18 - Apparel & hats	Paid by EFT # 35273	05/19/2020	05/19/2020	05/29/2020		05/29/2020	431.18
7230 - Antigua Group INC	AIN-1289164	18 - Apparel & hats	Paid by EFT # 35273	05/19/2020	05/19/2020	05/29/2020		05/29/2020	1,655.55
3978 - J & M Golf, INC	0592807-IN	18 - Tees and ball markers	Paid by EFT # 35362	05/19/2020	05/19/2020	05/29/2020		05/29/2020	407.81
3978 - J & M Golf, INC	0593629-IN	18 - Hat clips, ball markes, repair tools	Paid by EFT # 35362	05/19/2020	05/19/2020	05/29/2020		05/29/2020	374.68
293 - J&S Locksmith Shop, INC	207629	18 - 36 locker locks	Paid by EFT # 35363	05/19/2020	05/19/2020	05/29/2020		05/29/2020	1,015.86
							Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 5	\$3,885.08
							Program 183501 - Golf Course - Pro Shop Totals	Invoice Transactions 6	\$4,132.75
Program 184500 - Youth Services -Juke Box									
Account 43220 - Facility Rentals									
204 - State Of Indiana	April 2020	18-Sales Tax April 2020	Paid by EFT # 35265	05/19/2020	05/19/2020	05/19/2020		05/19/2020	2.72
							Account 43220 - Facility Rentals Totals	Invoice Transactions 1	\$2.72
Account 53530 - Water and Sewer									
208 - City Of Bloomington	14187-001	18-Water Sewer Charges	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020		05/18/2020	99.04
Utilities	052720	April							
							Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$99.04
							Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 2	\$101.76
Program 185000 - Twin Lakes Recreation Center									
Account 43410 - Advertising									
6385 - RTU, INC (Cartvertising)	SN1666103	18- TLRC Advertising on Kroger North Shopping	Paid by Check # 71881	05/19/2020	05/19/2020	05/29/2020		05/29/2020	408.37
							Account 43410 - Advertising Totals	Invoice Transactions 1	\$408.37
Account 52310 - Building Materials and Supplies									
394 - Kleindorfer Hardware & Variety	670792	18- paint supplies	Paid by EFT # 35368	05/19/2020	05/19/2020	05/29/2020		05/29/2020	18.66
53005 - Menards, INC	48380	18-ceiling grid clips, spackle, hvy duty tie UV,	Paid by Check # 71874	05/19/2020	05/19/2020	05/29/2020		05/29/2020	55.09
4443 - The Sherwin Williams Company	7628-9	18- TLRC Paint for lower lobby, hallways and foyer	Paid by EFT # 35438	05/19/2020	05/19/2020	05/29/2020		05/29/2020	188.40



Park & Rec Board Register

Invoice Date Range 05/18/20 - 05/29/20

4443 - The Sherwin Williams Company	4092-5	18- TLRC Paint for lower lobby, hallways and foyer	Paid by EFT # 35438	05/19/2020	05/19/2020	05/29/2020	05/29/2020	376.80
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 4	<u>\$638.95</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	39530-002 052720	18-Water Sewer Charges April	Paid by Check # 71850	05/18/2020	05/18/2020	05/18/2020	05/18/2020	526.08
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	<u>\$526.08</u>
Account 53610 - Building Repairs								
392 - Koorsen Fire & Security, INC	5092368	18 - TLRC Backflow Inspections	Paid by EFT # 35370	05/19/2020	05/19/2020	05/29/2020	05/29/2020	14.95
392 - Koorsen Fire & Security, INC	5092369	18 - TLRC Backflow Inspections	Paid by EFT # 35370	05/19/2020	05/19/2020	05/29/2020	05/29/2020	169.90
53657 - Plymate, INC	2925359	18-Mats at TLRC	Paid by EFT # 35405	05/19/2020	05/19/2020	05/29/2020	05/29/2020	78.62
Account 53610 - Building Repairs Totals							Invoice Transactions 3	<u>\$263.47</u>
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions 9	<u>\$1,836.87</u>
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	051620	18-TLRC Fitness Specialist	Paid by EFT # 35276	05/19/2020	05/19/2020	05/29/2020	05/29/2020	150.00
7207 - Ayaa Elgoharry	051620	18- TLRC Group Exercise Instructor Pay	Paid by EFT # 35326	05/19/2020	05/19/2020	05/29/2020	05/29/2020	556.25
7085 - Anna Khachatryan	051220	18- TLRC Group Exercise Instructor Pay	Paid by EFT # 35366	05/19/2020	05/19/2020	05/29/2020	05/29/2020	25.00
1336 - Kristy L LeVert	051420	18- TLRC Group Ex Instructor Pay	Paid by EFT # 35374	05/19/2020	05/19/2020	05/29/2020	05/29/2020	62.50
7086 - Rivkah L Moore	051320	18-TLRC Fitness Specialist	Paid by EFT # 35388	05/19/2020	05/19/2020	05/29/2020	05/29/2020	62.50
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 5	<u>\$856.25</u>
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 5	<u>\$856.25</u>
Program 185003 - TLRC-Basketball								
Account 53940 - Temporary Contractual Employee								
7276 - Kaitlyn Clementi	05/15/20	18- TLRC Group Ex Instructor Pay-	Paid by EFT # 35313	05/19/2020	05/19/2020	05/29/2020	05/29/2020	25.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 1	<u>\$25.00</u>
Program 185003 - TLRC-Basketball Totals							Invoice Transactions 1	<u>\$25.00</u>
Program 185006 - TLRC-Concessions								
Account 53650 - Other Repairs								
138 - Gooldy & Sons, INC	H 0491	18 - TLRC Repair to Walk-in Cooler	Paid by EFT # 35340	05/19/2020	05/19/2020	05/29/2020	05/29/2020	272.00
Account 53650 - Other Repairs Totals							Invoice Transactions 1	<u>\$272.00</u>



Park & Rec Board Register

Invoice Date Range 05/18/20 - 05/29/20

			Program 185006 - TLRC-Concessions Totals			Invoice Transactions 1	\$272.00
Program 186500 - Community Events							
Account 53990 - Other Services and Charges							
6964 - James S Daley	2020006	18 - Trivia Series Host - 2/28/20	Paid by EFT # 35320	05/19/2020	05/19/2020	05/29/2020	150.00
6964 - James S Daley	2020007	18 - Reimbursement for prizes for Trivia Series	Paid by EFT # 35320	05/19/2020	05/19/2020	05/29/2020	400.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 2	\$550.00
			Program 186500 - Community Events Totals			Invoice Transactions 2	\$550.00
Program 186503 - Community Events-Farmers' Market							
Account 43370 - Other Sales							
204 - State Of Indiana	April 2020	18-Sales Tax April 2020	Paid by EFT # 35265	05/19/2020	05/19/2020	05/19/2020	11.38
			Account 43370 - Other Sales Totals			Invoice Transactions 1	\$11.38
Account 52420 - Other Supplies							
798 - Winters Associates Promotional Products, INC	113266	18-Market Staff Shirts	Paid by EFT # 35456	05/19/2020	05/19/2020	05/29/2020	432.89
			Account 52420 - Other Supplies Totals			Invoice Transactions 1	\$432.89
Account 53310 - Printing							
6775 - Lincoln Printing Corporation (The Jackson Group)	60302	18- Market Today Flag	Paid by EFT # 35376	05/19/2020	05/19/2020	05/29/2020	298.00
			Account 53310 - Printing Totals			Invoice Transactions 1	\$298.00
Account 53940 - Temporary Contractual Employee							
3875 - Sandra Salinas-Kobyłka	050320	18 - Market Cleaning	Paid by EFT # 35419	05/19/2020	05/19/2020	05/29/2020	65.00
3875 - Sandra Salinas-Kobyłka	051020	18 - Market Cleaning	Paid by EFT # 35419	05/19/2020	05/19/2020	05/29/2020	65.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 2	\$130.00
			Program 186503 - Community Events-Farmers' Market Totals			Invoice Transactions 5	\$872.27
Program 187507 - City Childcare Program							
Account 52210 - Institutional Supplies							
9269 - Ferguson Facilities Supply, HP Products #3400	0119218	18-BBCC-CARES Gloves	Paid by EFT # 35331	05/19/2020	05/19/2020	05/29/2020	75.00
5819 - Synchrony Bank	6949	18-BBCC-CARES Supplies	Paid by Check # 71885	05/19/2020	05/19/2020	05/29/2020	117.76
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 2	\$192.76
Account 52420 - Other Supplies							
4647 - S&S Worldwide, INC	IN100481385	18-BBCC-CARES Supplies	Paid by EFT # 35418	05/19/2020	05/19/2020	05/29/2020	1,624.23
			Account 52420 - Other Supplies Totals			Invoice Transactions 1	\$1,624.23



Park & Rec Board Register

Invoice Date Range 05/18/20 - 05/29/20

			Program 187507 - City Childcare Program Totals			Invoice Transactions 3	\$1,816.99
Program 189003 - Operations-Open Shelters							
Account 43220 - Facility Rentals							
BJ Hale	2020-00000813	18-Refunds	Paid by Check # 71890	05/19/2020	05/19/2020	05/29/2020	81.00
Bess Lee	2020-00000812	18-Refunds	Paid by Check # 71892	05/19/2020	05/19/2020	05/29/2020	81.00
			Account 43220 - Facility Rentals Totals			Invoice Transactions 2	\$162.00
			Program 189003 - Operations-Open Shelters Totals			Invoice Transactions 2	\$162.00
Program 189006 - Switchyard Property							
Account 52420 - Other Supplies							
51857 - Flex-Pac, INC	I277207	18 SYP Disposable Gloves and Surface Cleaner	Paid by Check # 71870	05/19/2020	05/19/2020	05/29/2020	83.40
3594 - Steve G Wright (Steve's Welding)	866730	18-cut & resize hand truck plates	Paid by Check # 71888	05/19/2020	05/19/2020	05/29/2020	40.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 2	\$123.40
			Program 189006 - Switchyard Property Totals			Invoice Transactions 2	\$123.40
Program G20002 - Banneker ROI							
Account 54450 - Equipment							
11611 - Woods Electrical Contractors, INC	2004COBBAN	18-BBCC-ROI Kitchen Electrical	Paid by EFT # 35457	05/19/2020	05/19/2020	05/29/2020	2,954.06
			Account 54450 - Equipment Totals			Invoice Transactions 1	\$2,954.06
			Program G20002 - Banneker ROI Totals			Invoice Transactions 1	\$2,954.06
			Department 18 - Parks & Recreation Totals			Invoice Transactions 54	\$26,626.21
			Fund 201 - Parks and Rec Non Reverting Totals			Invoice Transactions 54	\$26,626.21
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							
7121 - West Concrete, INC	1297	GOB Bond Project 2019 Contract Winslow Curbs	Paid by EFT # 35451	05/19/2020	05/19/2020	05/29/2020	44,600.00
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions 1	\$44,600.00
			Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals			Invoice Transactions 1	\$44,600.00
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA							
Account 54310 - Improvements Other Than Building							
8305 - Schmidt Associates, INC	2018-092.TLR-3	Contracted Architect Services HVAC at TLRC	Paid by EFT # 35422	05/19/2020	05/19/2020	05/29/2020	1,650.00
			Account 54310 - Improvements Other Than Building Totals			Invoice Transactions 1	\$1,650.00
Account 54510 - Other Capital Outlays							



Park & Rec Board Register

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18844 - First Financial Bank, N.A.	HFI, TLRC App #8	18-GOB Project HVAC replacement at TLRC	Paid by Check # 71869	05/19/2020	05/19/2020	05/29/2020	05/29/2020	3,936.65
10745 - Fox Construction Company, INC	4330	GOB Project TLRC Front Lobby Remodel	Paid by EFT # 35334	05/19/2020	05/19/2020	05/29/2020	05/29/2020	42,788.00
321 - Harrell Fish, INC (HFI)	HFI, TLRC App #8	18-GOB Project HVAC replacement at TLRC	Paid by EFT # 35344	05/19/2020	05/19/2020	05/29/2020	05/29/2020	74,796.35
Account 54510 - Other Capital Outlays Totals						Invoice Transactions	3	<u>\$121,521.00</u>
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals						Invoice Transactions	4	<u>\$123,171.00</u>
Department 18 - Parks & Recreation Totals						Invoice Transactions	5	<u>\$167,771.00</u>
Fund 977 - Parks 2016 GO Bond Proceeds Totals						Invoice Transactions	5	<u>\$167,771.00</u>
Grand Totals						Invoice Transactions	181	<u><u>\$251,433.55</u></u>

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/29/2020	Claims				251,433.55
					<u>251,433.55</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 251,433.55

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____



Park & Rec Board Register

Invoice Date Range 05/27/20 - 06/12/20

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Vendor	Invoice No.	Invoice Description	Status	n 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	49830383	18- address labels	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020		06/12/2020	41.67
	6001		35620						
5099 - Office Three Sixty, INC	1649728	18- Hand sanitizer	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020		06/12/2020	48.75
			35621						
5099 - Office Three Sixty, INC	1655168	18-ink, clipboards, riser,paper	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020		06/12/2020	27.12
			35621						
Account 52110 - Office Supplies Totals						Invoice Transactions 3		\$117.54	
Account 53210 - Telephone									
1079 - AT&T	84949485	18-April/May Long	Paid by Check #	05/27/2020	05/27/2020	05/27/2020		05/27/2020	59.62
	5050920	Distance Charges	71898						
1079 - AT&T	81234937	18-Landlines May/June	Paid by Check #	05/27/2020	05/27/2020	05/27/2020		05/27/2020	2,088.03
	000520		71899						
Account 53210 - Telephone Totals						Invoice Transactions 2		\$2,147.65	
Program 181000 - Administration Totals						Invoice Transactions 5		\$2,265.19	
Program 181100 - Marketing									
Account 52420 - Other Supplies									
5099 - Office Three Sixty, INC	1655168	18-ink, clipboards, riser,paper	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020		06/12/2020	288.84
			35621						
5099 - Office Three Sixty, INC	1655168B	18- ink for plotter printer	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020		06/12/2020	69.09
	1		35621						
5099 - Office Three Sixty, INC	1655168B	18- ink for plotter printer	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020		06/12/2020	69.09
	2		35621						
Account 52420 - Other Supplies Totals						Invoice Transactions 3		\$427.02	
Account 53310 - Printing									
5387 - Creative Graphics, INC (dba Baugh Enterprises)	8174	18-A Fair of the Arts rack cards, Banneker	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020		06/12/2020	85.00
			35536						
818 - Everywhere Signs, LLC	56463	18-Griffy No Parking Along Road signs	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020		06/12/2020	298.00
			35546						



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				Account 53310 - Printing Totals		Invoice Transactions 2		\$383.00
Account 53990 - Other Services and Charges								
129 - FedEx Office and Print Service, INC	02110004	18-Griffy boathouse	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020	06/12/2020	92.65
	1154	COVID signs	35548					
6648 - Garrett J Poortinga (Green Hat Media, LLC)	20200527	18-virtual programming videos May	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020	06/12/2020	246.00
			35626					
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		\$338.65
				Program 181100 - Marketing Totals		Invoice Transactions 7		\$1,148.67
Program 182001 - Aquatics - Bryan Pool								
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R72896	06-Solar Panel Bond	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020	06/12/2020	12,008.72
			35500					
				Account 53840 - Lease Payments Totals		Invoice Transactions 1		\$12,008.72
				Program 182001 - Aquatics - Bryan Pool Totals		Invoice Transactions 1		\$12,008.72
Program 182002 - Aquatics - Mills Pool								
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R72896	06-Solar Panel Bond	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020	06/12/2020	9,906.66
			35500					
				Account 53840 - Lease Payments Totals		Invoice Transactions 1		\$9,906.66
				Program 182002 - Aquatics - Mills Pool Totals		Invoice Transactions 1		\$9,906.66
Program 182500 - Frank Southern Center								
Account 52420 - Other Supplies								
53005 - Menards, INC	48504	18 FSC Tread Tape for	Paid by Check #	06/02/2020	06/02/2020	06/12/2020	06/12/2020	17.98
	051520	SW Stairwell	71927					
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$17.98
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	104952ES	06-City Fac.-Natural Gas Commodity-April 2020	Paid by EFT #	06/01/2020	06/01/2020	06/01/2020	06/04/2020	614.33
			35485					
				Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$614.33
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R72896	06-Solar Panel Bond	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020	06/12/2020	19,480.51
			35500					
				Account 53840 - Lease Payments Totals		Invoice Transactions 1		\$19,480.51
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	11905484	18-Cable Service FSC	Paid by Check #	05/27/2020	05/27/2020	05/27/2020	05/27/2020	100.98
	52051320		71908					
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$100.98
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	5104323	18 FSC Backflow Preventer Annual	Paid by EFT #	06/02/2020	06/02/2020	06/12/2020	06/12/2020	121.00
			35596					



Park & Rec Board Register

Invoice Date Range 05/27/20 - 06/12/20

						Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$121.00
						Program 182500 - Frank Southern Center Totals	Invoice Transactions 5	\$20,334.80
Program 183500 - Golf Services								
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	104952ES	06-City Fac.-Natural Gas Commodity-April 2020	Paid by EFT # 35485	06/01/2020	06/01/2020	06/01/2020	06/04/2020	46.51
						Account 53540 - Natural Gas Totals	Invoice Transactions 1	\$46.51
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	11904858 95051920	18-Cable Service	Paid by Check # 71910	05/27/2020	05/27/2020	05/27/2020	05/27/2020	122.71
						Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$122.71
Account 53950 - Landfill								
2260 - Republic Services, INC	0694- 00253960 8	18-Landfill June Charges	Paid by EFT # 35474	05/27/2020	05/27/2020	05/27/2020	05/27/2020	234.00
						Account 53950 - Landfill Totals	Invoice Transactions 1	\$234.00
						Program 183500 - Golf Services Totals	Invoice Transactions 3	\$403.22
Program 184000 - Natural Resources								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM21 8700	18-(5) 19oz cans Lysol spray disenfectant	Paid by EFT # 35547	06/02/2020	06/02/2020	06/12/2020	06/12/2020	58.24
476 - Southern Indiana Parts, INC (Napa Auto Parts)	315274	18-Battery and Charger for Griffy Trolling Motor	Paid by EFT # 35657	06/02/2020	06/02/2020	06/12/2020	06/12/2020	171.01
						Account 52210 - Institutional Supplies Totals	Invoice Transactions 2	\$229.25
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	668185	18-jamb protector for Griffy bathrooms	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	47.98
394 - Kleindorfer Hardware & Variety	668011	18-dish soap, numbers, letters	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	29.65
394 - Kleindorfer Hardware & Variety	670132	18-velcro, sponges	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	8.45
394 - Kleindorfer Hardware & Variety	668028	18-bar chain oil	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	6.58
						Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 4	\$92.66
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	183174	18-water for Griffy	Paid by EFT # 35509	06/02/2020	06/02/2020	06/12/2020	06/12/2020	2.45
818 - Everywhere Signs, LLC	56622	18-Replacement sign for LSNP (.08 aluminum)	Paid by EFT # 35546	06/02/2020	06/02/2020	06/12/2020	06/12/2020	650.00
394 - Kleindorfer Hardware & Variety	650972	18-valve	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	2.98



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Account 52420 - Other Supplies Totals						Invoice Transactions 3	\$655.43	
Account 53920 - Laundry and Other Sanitation Services								
4175 - The Stables Events, LLC (Izzy's Rentals)	8925	18-Wapehani Permit	Paid by EFT # 35668	06/02/2020	06/02/2020	06/12/2020	06/12/2020	25.00
Account 53920 - Laundry and Other Sanitation Services Totals						Invoice Transactions 1	\$25.00	
Program 184000 - Natural Resources Totals						Invoice Transactions 10	\$1,002.34	
Program 184500 - Youth Services -Juke Box								
Account 52310 - Building Materials and Supplies								
5819 - Synchrony Bank	000000 GQOCDE	18-Trash bags for AJB	Paid by Check # 71937	06/02/2020	06/02/2020	06/12/2020	06/12/2020	21.96
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 1	\$21.96	
Account 53610 - Building Repairs								
321 - Harrell Fish, INC (HFI)	C006288	18- Semi-annual planned maintenance at AJB	Paid by EFT # 35563	06/02/2020	06/02/2020	06/12/2020	06/12/2020	340.00
Account 53610 - Building Repairs Totals						Invoice Transactions 1	\$340.00	
Program 184500 - Youth Services -Juke Box Totals						Invoice Transactions 2	\$361.96	
Program 186500 - Community Events								
Account 52420 - Other Supplies								
53005 - Menards, INC	48844	18- First Aid Kits and marking paint	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	63.93
5099 - Office Three Sixty, INC	1638292	18- Face masks for Community Events	Paid by EFT # 35621	06/02/2020	06/02/2020	06/12/2020	06/12/2020	38.50
Account 52420 - Other Supplies Totals						Invoice Transactions 2	\$102.43	
Program 186500 - Community Events Totals						Invoice Transactions 2	\$102.43	
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
409 - Black Lumber Co. INC	438000	18-black poly	Paid by EFT # 35506	06/02/2020	06/02/2020	06/12/2020	06/12/2020	56.97
394 - Kleindorfer Hardware & Variety	650731	18-push broom, visqueen, wood glue,	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	72.35
394 - Kleindorfer Hardware & Variety	670321	18-sand bags	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	21.98
7125 - Luke Rhodes (White River Ag)	20201	18-Cover Crop for Gardens	Paid by Check # 71958	06/02/2020	06/02/2020	06/12/2020	06/12/2020	190.00
Account 52420 - Other Supplies Totals						Invoice Transactions 4	\$341.30	
Program 186502 - Community Events-Gardens Totals						Invoice Transactions 4	\$341.30	
Program 187001 - Adult Sports-Softball								
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	SO82719 5	18 TLSP Fertilizer for ballfields	Paid by EFT # 35491	06/02/2020	06/02/2020	06/12/2020	06/12/2020	530.00



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				Account 52220 - Agricultural Supplies Totals			Invoice Transactions 1	\$530.00
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	648490	18 TLSP Screwdriver, spray foam, parts	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	61.96
				Account 52420 - Other Supplies Totals			Invoice Transactions 1	\$61.96
Account 53630 - Machinery and Equipment Repairs								
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL10748	18 TLSP Parts-Kubota Gearbox Assembly	Paid by EFT # 35639	06/02/2020	06/02/2020	06/12/2020	06/12/2020	1,014.58
3594 - Steve G Wright (Steve's Welding)	866734	18 TLSP Welding repairs to solid drag	Paid by Check # 71940	06/02/2020	06/02/2020	06/12/2020	06/12/2020	342.38
3594 - Steve G Wright (Steve's Welding)	866736	18 TLSP Welding repairs to solid drag	Paid by Check # 71940	06/02/2020	06/02/2020	06/12/2020	06/12/2020	118.00
				Account 53630 - Machinery and Equipment Repairs Totals			Invoice Transactions 3	\$1,474.96
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R72896	06-Solar Panel Bond	Paid by EFT # 35500	06/02/2020	06/02/2020	06/12/2020	06/12/2020	10,375.22
				Account 53840 - Lease Payments Totals			Invoice Transactions 1	\$10,375.22
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002540528	18-Landfill June Charges	Paid by EFT # 35474	05/27/2020	05/27/2020	05/27/2020	05/27/2020	225.00
				Account 53950 - Landfill Totals			Invoice Transactions 1	\$225.00
				Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 7	\$12,667.14
Program 187202 - Youth Sports-Winslow								
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	SO819606	18- Winslow/Olcott Seed, Fertilizer, Grub Control	Paid by EFT # 35491	06/02/2020	06/02/2020	06/12/2020	06/12/2020	1,710.00
				Account 52220 - Agricultural Supplies Totals			Invoice Transactions 1	\$1,710.00
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R72896	06-Solar Panel Bond	Paid by EFT # 35500	06/02/2020	06/02/2020	06/12/2020	06/12/2020	19,612.84
				Account 53840 - Lease Payments Totals			Invoice Transactions 1	\$19,612.84
				Program 187202 - Youth Sports-Winslow Totals			Invoice Transactions 2	\$21,322.84
Program 187208 - Youth Sports-Olcott								
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	SO819606	18- Winslow/Olcott Seed, Fertilizer, Grub Control	Paid by EFT # 35491	06/02/2020	06/02/2020	06/12/2020	06/12/2020	1,503.85
				Account 52220 - Agricultural Supplies Totals			Invoice Transactions 1	\$1,503.85
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R72896	06-Solar Panel Bond	Paid by EFT # 35500	06/02/2020	06/02/2020	06/12/2020	06/12/2020	3,246.77



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				Account 53840 - Lease Payments Totals		Invoice Transactions 1	\$3,246.77
				Program 187208 - Youth Sports-Olcott Totals		Invoice Transactions 2	\$4,750.62
Program 187500 - Banneker Account 52420 - Other Supplies 5819 - Synchrony Bank							
3442	18-BBCC-Banneker Camp Meal Supplies	Paid by Check # 71937	06/02/2020	06/02/2020	06/12/2020	06/12/2020	35.94
				Account 52420 - Other Supplies Totals		Invoice Transactions 1	\$35.94
Account 53540 - Natural Gas 6769 - EDF, INC (EDF Energy Services)							
104952ES	06-City Fac.-Natural Gas Commodity-April 2020	Paid by EFT # 35485	06/01/2020	06/01/2020	06/01/2020	06/04/2020	224.70
				Account 53540 - Natural Gas Totals		Invoice Transactions 1	\$224.70
Account 53840 - Lease Payments 6744 - Banc of American Public Capital Corp (Bond Pymnt)							
R72896	06-Solar Panel Bond	Paid by EFT # 35500	06/02/2020	06/02/2020	06/12/2020	06/12/2020	1,617.10
				Account 53840 - Lease Payments Totals		Invoice Transactions 1	\$1,617.10
				Program 187500 - Banneker Totals		Invoice Transactions 3	\$1,877.74
Program 189000 - Operations Account 52210 - Institutional Supplies 48 - Continental Research Corporation							
0014666	18-(1)dz ea Mister Fresh(deodorizer),Right	Paid by EFT # 35533	06/02/2020	06/02/2020	06/12/2020	06/12/2020	454.30
313 - Fastenal Company	INBLM21 8746 18-trash bags	Paid by EFT # 35547	06/02/2020	06/02/2020	06/12/2020	06/12/2020	930.77
313 - Fastenal Company	INBLM21 8668 18-trash bags	Paid by EFT # 35547	06/02/2020	06/02/2020	06/12/2020	06/12/2020	696.80
9269 - Ferguson Facilities Supply, HP Products #3400	0132249 18-(24) 32" pick-up tools, paper towels	Paid by EFT # 35549	06/02/2020	06/02/2020	06/12/2020	06/12/2020	66.28
394 - Kleindorfer Hardware & Variety	668165 18-masonry bit, anchors, rainsuit	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	21.99
53005 - Menards, INC	49170 18-hooks, tape, brooms, mops, dust pan	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	60.89
6528 - State Industrial Products (State Chemical)	90150127 9 18-(4) cs - 16 gals Ecolution sanitizing	Paid by EFT # 35661	06/02/2020	06/02/2020	06/12/2020	06/12/2020	1,046.40
				Account 52210 - Institutional Supplies Totals		Invoice Transactions 7	\$3,277.43
Account 52230 - Garage and Motor Supplies 476 - Southern Indiana Parts, INC (Napa Auto Parts)							
3159466	18-tailgate handle	Paid by EFT # 35657	06/02/2020	06/02/2020	06/12/2020	06/12/2020	20.44
				Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 1	\$20.44
Account 52310 - Building Materials and Supplies 334 - Irving Materials, INC							
10858661	18-Concrete pour for Schmalz Farm Park	Paid by EFT # 35583	06/02/2020	06/02/2020	06/12/2020	06/12/2020	948.00
334 - Irving Materials, INC	10857985 18- concrete for Schmalz Farm Park	Paid by EFT # 35583	06/02/2020	06/02/2020	06/12/2020	06/12/2020	1,123.50



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334 - Irving Materials, INC	10855630	18-Poured concrete for various jobs throughout	Paid by EFT # 35583	06/02/2020	06/02/2020	06/12/2020	06/12/2020	131.00	
394 - Kleindorfer Hardware & Variety	670423	18-materials to install swings at Crestmont	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	20.04	
365 - Rogers Group, INC	07130044	18-# 53 stone	Paid by EFT # 35641	06/02/2020	06/02/2020	06/12/2020	06/12/2020	38.00	
365 - Rogers Group, INC	07130046	18-#11 stone	Paid by EFT # 35641	06/02/2020	06/02/2020	06/12/2020	06/12/2020	133.00	
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions 6	\$2,393.54
Account 52340 - Other Repairs and Maintenance									
5415 - Allied Wholesale Electrical Supply, LLC	5567885	18-plumbing supplies for Schmalz Farm Park	Paid by EFT # 35492	06/02/2020	06/02/2020	06/12/2020	06/12/2020	121.65	
5415 - Allied Wholesale Electrical Supply, LLC	5565337	18-yard hydrant	Paid by EFT # 35492	06/02/2020	06/02/2020	06/12/2020	06/12/2020	91.62	
394 - Kleindorfer Hardware & Variety	667712	18- Parts for Sports powerwasher	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	5.15	
394 - Kleindorfer Hardware & Variety	669513	18- pump handle for hydrants at Butler park	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	19.47	
394 - Kleindorfer Hardware & Variety	650993	18-3/4" hose bib	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	10.99	
394 - Kleindorfer Hardware & Variety	668034	18-brass hose cap, brass hut off, hydrant rebuild	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	56.56	
394 - Kleindorfer Hardware & Variety	668165	18-masonry bit, anchors, rainsuit	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	8.27	
394 - Kleindorfer Hardware & Variety	668341	18-Park Ridge East drinking fountain and	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	13.44	
394 - Kleindorfer Hardware & Variety	670972	18-rd and washers for Olcott pull behind cart	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	22.49	
786 - Richard's Small Engine, INC	384093	18- repair kit, drain plug	Paid by EFT # 35636	06/02/2020	06/02/2020	06/12/2020	06/12/2020	14.97	
786 - Richard's Small Engine, INC	383626	18- supplies for Hustler Ops mowing crew	Paid by EFT # 35636	06/02/2020	06/02/2020	06/12/2020	06/12/2020	129.67	
786 - Richard's Small Engine, INC	385115	18- Bryan and Olcott blades	Paid by EFT # 35636	06/02/2020	06/02/2020	06/12/2020	06/12/2020	211.81	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	317245	18- hydraulic oil	Paid by EFT # 35657	06/02/2020	06/02/2020	06/12/2020	06/12/2020	49.99	
11611 - Woods Electrical Contractors, INC	2004COB	18-Install of new pump & waterproofing on 3rd St	Paid by EFT # 35685	06/02/2020	06/02/2020	06/12/2020	06/12/2020	96.05	
11611 - Woods Electrical Contractors, INC	2001BLIN	18-Repairs & lamp replacements to (13) B-	Paid by EFT # 35685	06/02/2020	06/02/2020	06/12/2020	06/12/2020	1,000.00	
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions 15	\$1,852.13
Account 52420 - Other Supplies									
9269 - Ferguson Facilities Supply, HP Products #3400	0132249	18-(24) 32" pick-up tools, paper towels	Paid by EFT # 35549	06/02/2020	06/02/2020	06/12/2020	06/12/2020	396.00	



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53005 - Menards, INC	49387	18- table cover, torch stake	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	30.96
53005 - Menards, INC	49170	18-hooks, tape, brooms, mops, dust pan	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	112.02
53005 - Menards, INC	48870	18-LED spotlight	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	31.97
53442 - Paragon Micro, INC	904867	18-(1) laptop & (3) docking stations for SYP	Paid by EFT # 35623	06/02/2020	06/02/2020	06/12/2020	06/12/2020	2,420.93
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-50473	18-(10) 18"x12" aluminum "NO	Paid by EFT # 35637	06/02/2020	06/02/2020	06/12/2020	06/12/2020	375.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-50535	18-(12) Trail & (8) Park Hours 12"x18" aluminum	Paid by EFT # 35637	06/02/2020	06/02/2020	06/12/2020	06/12/2020	675.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-50477	18-(1) 36"x24" sandwich board for Griffy L	Paid by EFT # 35637	06/02/2020	06/02/2020	06/12/2020	06/12/2020	160.00
Account 52420 - Other Supplies Totals							Invoice Transactions 8	\$4,201.88
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	104952ES	06-City Fac.-Natural Gas Commodity-April 2020	Paid by EFT # 35485	06/01/2020	06/01/2020	06/01/2020	06/04/2020	304.38
Account 53540 - Natural Gas Totals							Invoice Transactions 1	\$304.38
Account 53650 - Other Repairs								
11611 - Woods Electrical Contractors, INC	2004COB	18-Install of new pump & waterproofing on 3rd St	Paid by EFT # 35685	06/02/2020	06/02/2020	06/12/2020	06/12/2020	780.00
11611 - Woods Electrical Contractors, INC	2001BLIN E	18-Repairs & lamp replacements to (13) B-	Paid by EFT # 35685	06/02/2020	06/02/2020	06/12/2020	06/12/2020	2,040.00
Account 53650 - Other Repairs Totals							Invoice Transactions 2	\$2,820.00
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	18243862	18-Uniform & mat cleaning services	Paid by EFT # 35496	06/02/2020	06/02/2020	06/12/2020	06/12/2020	26.27
19171 - Aramark Uniform & Career Apparel Group, INC	18243774	18-Uniform & mat cleaning services	Paid by EFT # 35496	06/02/2020	06/02/2020	06/12/2020	06/12/2020	21.27
19171 - Aramark Uniform & Career Apparel Group, INC	18243688	18-Uniform & mat cleaning services	Paid by EFT # 35496	06/02/2020	06/02/2020	06/12/2020	06/12/2020	21.27
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 3	\$68.81
Program 189000 - Operations Totals							Invoice Transactions 43	\$14,938.61
Program 189006 - Switchyard Property								
Account 52210 - Institutional Supplies								
51857 - Flex-Pac, INC	I278220	18 SYP Institutional Supplies (liners)	Paid by Check # 71923	06/02/2020	06/02/2020	06/12/2020	06/12/2020	233.04
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1	\$233.04
Account 52240 - Fuel and Oil								
53005 - Menards, INC	48503	18 SYP Premixed fuel and doorstop	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	33.94
Account 52240 - Fuel and Oil Totals							Invoice Transactions 1	\$33.94



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Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	668383	18 SYP Security Screwdriver Bit for dog	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	16.99
53005 - Menards, INC	48503	18 SYP Premixed fuel and doorstep	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	17.97
53005 - Menards, INC	48873	18 SYP Powerwasher and hoses	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	548.88
53005 - Menards, INC	48874	18 SYP Misc Hardware, Cleaning Solutions,	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	75.63
5099 - Office Three Sixty, INC	1655168	18-ink, clipboards, riser,paper	Paid by EFT # 35621	06/02/2020	06/02/2020	06/12/2020	06/12/2020	8.32
5819 - Synchrony Bank	9113	18 SYP TV Mount for CCTV in Pavilion	Paid by Check # 71937	06/02/2020	06/02/2020	06/12/2020	06/12/2020	89.88
Account 52420 - Other Supplies Totals							Invoice Transactions 6	\$757.67

Account 53990 - Other Services and Charges

53657 - Plymate, INC	2926970	18 SYP Vestibule Rug Service	Paid by EFT # 35625	06/02/2020	06/02/2020	06/12/2020	06/12/2020	111.33
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$111.33
Program 189006 - Switchyard Property Totals							Invoice Transactions 9	\$1,135.98

Program 189500 - Landscaping

Account 52220 - Agricultural Supplies

137 - Good Earth, LLC	33659	18-Approx. 50yds bark mulch for City	Paid by EFT # 35556	06/02/2020	06/02/2020	06/12/2020	06/12/2020	32.00
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1	\$32.00

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	670129	18-rainsuites	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	69.95
394 - Kleindorfer Hardware & Variety	670130	18-rainsuites	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	25.98
Account 52420 - Other Supplies Totals							Invoice Transactions 2	\$95.93

Account 53130 - Medical

231 - Indiana University Health Bloomington, INC	00106315-00	18- Hep B vaccines	Paid by EFT # 35576	06/02/2020	06/02/2020	06/12/2020	06/12/2020	90.00
Account 53130 - Medical Totals							Invoice Transactions 1	\$90.00

Account 53990 - Other Services and Charges

121 - Eco Logic, LLC	4498	18-Invasive Plant Management Millers	Paid by EFT # 35540	06/02/2020	06/02/2020	06/12/2020	06/12/2020	2,661.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$2,661.00
Program 189500 - Landscaping Totals							Invoice Transactions 5	\$2,878.93

Program 189501 - Cemeteries

Account 52420 - Other Supplies



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394 - Kleindorfer Hardware & Variety	670322	18-rain suites	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	25.98
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>\$25.98</u>
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	104952ES	06-City Fac.-Natural Gas Commodity-April 2020	Paid by EFT # 35485	06/01/2020	06/01/2020	06/01/2020	06/04/2020	16.55
Account 53540 - Natural Gas Totals							Invoice Transactions 1	<u>\$16.55</u>
Program 189501 - Cemeteries Totals							Invoice Transactions 2	<u>\$42.53</u>
Program 189503 - Urban Forestry								
Account 52310 - Building Materials and Supplies								
365 - Rogers Group, INC	07130045 61	18-11 tons #7 stone for nursery	Paid by EFT # 35641	06/02/2020	06/02/2020	06/12/2020	06/12/2020	209.00
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1	<u>\$209.00</u>
Program 189503 - Urban Forestry Totals							Invoice Transactions 1	<u>\$209.00</u>
Department 18 - Parks & Recreation Totals							Invoice Transactions 114	<u>\$107,698.68</u>
Fund 200 - Parks and Recreation Gen (\$1301) Totals							Invoice Transactions 114	<u>\$107,698.68</u>
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 182001 - Aquatics - Bryan Pool								
Account 52420 - Other Supplies								
5942 - Anchor Industries, INC	INV- 075345	18-4 Sunbrellas 20ft. for Bryan and Mills Pool	Paid by EFT # 35493	06/02/2020	06/02/2020	06/12/2020	06/12/2020	10,527.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>\$10,527.00</u>
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 1	<u>\$10,527.00</u>
Program 183500 - Golf Services								
Account 52330 - Street , Alley, and Sewer Material								
204 - State Of Indiana	2020	18-Golf Course Alcoholic Permit	Paid by Check # 71916	06/01/2020	06/01/2020	06/01/2020	06/04/2020	500.00
205 - City Of Bloomington	304493	18 - Best Beers	Paid by Check # 71921	06/02/2020	06/02/2020	06/12/2020	06/12/2020	1,203.00
5969 - Coca Cola Bottling CO. Consolidated	20562043 57	18 - Cascades Bottled Drinks	Paid by EFT # 35530	06/02/2020	06/02/2020	06/12/2020	06/12/2020	228.75
5969 - Coca Cola Bottling CO. Consolidated	20562043 09	18 - Cascades Bottled Drinks	Paid by EFT # 35530	06/02/2020	06/02/2020	06/12/2020	06/12/2020	293.00
5969 - Coca Cola Bottling CO. Consolidated	20562042 96	18 - Cascades Bottled Drinks	Paid by EFT # 35530	06/02/2020	06/02/2020	06/12/2020	06/12/2020	174.50
5819 - Synchrony Bank	0220	18 - Cascades Snacks	Paid by Check # 71937	06/02/2020	06/02/2020	06/12/2020	06/12/2020	122.41
5819 - Synchrony Bank	1458	18 - Cascades Snacks	Paid by Check # 71937	06/02/2020	06/02/2020	06/12/2020	06/12/2020	102.43
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 7	<u>\$2,624.09</u>



Park & Rec Board Register

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Account 52420 - Other Supplies

53005 - Menards, INC	49184	18 - Camp Supplies	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	196.95
53005 - Menards, INC	49318	18 - Camp Supplies	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	153.38
53005 - Menards, INC	48827	18 - Shelving for concessions supplies	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	154.87
Account 52420 - Other Supplies Totals							Invoice Transactions 3	<u>\$505.20</u>
Program 183500 - Golf Services Totals							Invoice Transactions 10	<u>\$3,129.29</u>

Program 183501 - Golf Course - Pro Shop

Account 52330 - Street, Alley, and Sewer Material

4072 - Acushnet Company	908885724	18-clubs, balls, pro shop supplies	Paid by Check # 71920	06/02/2020	06/02/2020	06/12/2020	06/12/2020	1,062.00
Account 52330 - Street, Alley, and Sewer Material Totals							Invoice Transactions 1	<u>\$1,062.00</u>
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 1	<u>\$1,062.00</u>

Program 184000 - Natural Resources

Account 52420 - Other Supplies

4489 - J.L. Waters & Company, INC	80043020	18- Discovery 158 Canoe & Universal PFDs	Paid by Check # 71926	06/02/2020	06/02/2020	06/12/2020	06/12/2020	1,319.75
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>\$1,319.75</u>
Program 184000 - Natural Resources Totals							Invoice Transactions 1	<u>\$1,319.75</u>

Program 184500 - Youth Services -Juke Box

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	104952ES	06-City Fac.-Natural Gas Commodity-April 2020	Paid by EFT # 35485	06/01/2020	06/01/2020	06/01/2020	06/04/2020	83.39
Account 53540 - Natural Gas Totals							Invoice Transactions 1	<u>\$83.39</u>
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 1	<u>\$83.39</u>

Program 184501 - Youth Services-Kid City Camps

Account 43270 - Registration Fees

Beth Feickert	2020-00000893	18-Refunds	Paid by Check # 71943	06/02/2020	06/02/2020	06/12/2020	06/12/2020	320.00
Suzanne Ingalsbe	2020-00000891	18-Refunds	Paid by Check # 71946	06/02/2020	06/02/2020	06/12/2020	06/12/2020	490.00
Susan Kinzer	2020-00000892	18-Refunds	Paid by Check # 71948	06/02/2020	06/02/2020	06/12/2020	06/12/2020	325.00
Kristin Lookatch	2020-00000874	18-Refunds	Paid by Check # 71949	06/02/2020	06/02/2020	06/12/2020	06/12/2020	80.00



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Jessica Merkel	2020-00000894	18-Refunds	Paid by Check # 71950	06/02/2020	06/02/2020	06/12/2020	06/12/2020	52.00	
Melissa Ward	2020-00000895	18-Refunds	Paid by Check # 71956	06/02/2020	06/02/2020	06/12/2020	06/12/2020	350.00	
Cristina Willis	2020-00000873	18-Refunds	Paid by Check # 71957	06/02/2020	06/02/2020	06/12/2020	06/12/2020	80.00	
							Account 43270 - Registration Fees Totals	Invoice Transactions 7	<u>\$1,697.00</u>
Account 52420 - Other Supplies									
5819 - Synchrony Bank	000000	18-Kid City Summer Camp Supplies	GQOOVX	Paid by Check # 71937	06/02/2020	06/02/2020	06/12/2020	06/12/2020	219.88
5819 - Synchrony Bank	000000	18-Kid City Summer Camp Supplies	GQONZM	Paid by Check # 71937	06/02/2020	06/02/2020	06/12/2020	06/12/2020	157.60
5819 - Synchrony Bank	000000	18-laminating pouchs	GQQRNV	Paid by Check # 71937	06/02/2020	06/02/2020	06/12/2020	06/12/2020	43.46
5819 - Synchrony Bank	3176	18-Kid City Summer Camp Supplies		Paid by Check # 71937	06/02/2020	06/02/2020	06/12/2020	06/12/2020	67.80
							Account 52420 - Other Supplies Totals	Invoice Transactions 4	<u>\$488.74</u>
							Program 184501 - Youth Services-Kid City Camps Totals	Invoice Transactions 11	<u>\$2,185.74</u>
Program 184502 - Youth Expo- Childrens Expo									
Account 53310 - Printing									
2895 - Rapid Reproductions, INC	100418	18-BufferLouie's and Children's Expo banners		Paid by EFT # 35630	06/02/2020	06/02/2020	06/12/2020	06/12/2020	84.76
							Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$84.76</u>
							Program 184502 - Youth Expo- Childrens Expo Totals	Invoice Transactions 1	<u>\$84.76</u>
Program 185000 - Twin Lakes Recreation Center									
Account 52210 - Institutional Supplies									
9269 - Ferguson Facilities Supply, HP Products #3400	0135179	18-TLRC facility supplies		Paid by EFT # 35549	06/02/2020	06/02/2020	06/12/2020	06/12/2020	639.60
5819 - Synchrony Bank	8174	18-COVID paper towels, rags, face mask, spray,		Paid by Check # 71937	06/02/2020	06/02/2020	06/12/2020	06/12/2020	125.39
							Account 52210 - Institutional Supplies Totals	Invoice Transactions 2	<u>\$764.99</u>
Account 52310 - Building Materials and Supplies									
5415 - Allied Wholesale Electrical Supply, LLC	5567211	18 - TLRC light bulbs		Paid by EFT # 35492	06/02/2020	06/02/2020	06/12/2020	06/12/2020	20.27
5415 - Allied Wholesale Electrical Supply, LLC	5567212	18 - TLRC Electrical Supplies		Paid by EFT # 35492	06/02/2020	06/02/2020	06/12/2020	06/12/2020	222.95



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394 - Kleindorfer Hardware & Variety	667755	18-spray paint, shelf brackets	Paid by EFT # 35594	06/02/2020	06/02/2020	06/12/2020	06/12/2020	21.61
53005 - Menards, INC	49238	18-COVID acrylic sheet, cable clamp, caution	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	111.82
53005 - Menards, INC	49033	18- caulk	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	9.96
53005 - Menards, INC	48752	18-primer, paint, picture hanger, power grab,	Paid by Check # 71927	06/02/2020	06/02/2020	06/12/2020	06/12/2020	386.38
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 6	<u>\$772.99</u>
Account 52340 - Other Repairs and Maintenance								
6740 - Gilles Home Sales & Service (Fitness Exercise)	106357	18-TLRC-fitness equipment repair	Paid by EFT # 35554	06/02/2020	06/02/2020	06/12/2020	06/12/2020	111.03
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1	<u>\$111.03</u>
Account 53310 - Printing								
2895 - Rapid Reproductions, INC	100418	18-BuffaLouie's and Children's Expo banners	Paid by EFT # 35630	06/02/2020	06/02/2020	06/12/2020	06/12/2020	99.84
Account 53310 - Printing Totals							Invoice Transactions 1	<u>\$99.84</u>
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	104952ES	06-City Fac.-Natural Gas Commodity-April 2020	Paid by EFT # 35485	06/01/2020	06/01/2020	06/01/2020	06/04/2020	303.04
Account 53540 - Natural Gas Totals							Invoice Transactions 1	<u>\$303.04</u>
Account 53610 - Building Repairs								
53657 - Plymate, INC	2928736	18 - TLRC Entry Mat Service	Paid by EFT # 35625	06/02/2020	06/02/2020	06/12/2020	06/12/2020	78.62
11611 - Woods Electrical Contractors, INC	2005COB TWIN	18 - TLRC Electrical repairs to court 5 &	Paid by EFT # 35685	06/02/2020	06/02/2020	06/12/2020	06/12/2020	429.92
11611 - Woods Electrical Contractors, INC	2005COB LIGH	18 - TLRC Electrical repairs to court 5 &	Paid by EFT # 35685	06/02/2020	06/02/2020	06/12/2020	06/12/2020	130.00
Account 53610 - Building Repairs Totals							Invoice Transactions 3	<u>\$638.54</u>
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R72896	06-Solar Panel Bond	Paid by EFT # 35500	06/02/2020	06/02/2020	06/12/2020	06/12/2020	66,899.43
Account 53840 - Lease Payments Totals							Invoice Transactions 1	<u>\$66,899.43</u>
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002541114	18-Landfill June Charges	Paid by EFT # 35474	05/27/2020	05/27/2020	05/27/2020	05/27/2020	225.00
Account 53950 - Landfill Totals							Invoice Transactions 1	<u>\$225.00</u>
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions 16	<u>\$69,814.86</u>

Program 185002 - TLRC-Health & Wellness
Account 53940 - Temporary Contractual Employee



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6161 - Morgan Ashley Banks	05302020	18- TLRC Group Exercise Instructor	Paid by EFT # 35502	06/02/2020	06/02/2020	06/12/2020	06/12/2020	150.00
7207 - Ayaa Elgoharry	05292020	18-TLRC Instructor	Paid by EFT # 35542	06/02/2020	06/02/2020	06/12/2020	06/12/2020	406.25
7085 - Anna Khachatryan	05262020	18- TLRC Instructor Pay	Paid by EFT # 35589	06/02/2020	06/02/2020	06/12/2020	06/12/2020	50.00
1336 - Kristy L LeVert	05282020	18- TLRC Group Exercise Instructor Pay	Paid by EFT # 35600	06/02/2020	06/02/2020	06/12/2020	06/12/2020	93.75
7086 - Rivkah L Moore	05272020	18 - TLRC Fitness Services	Paid by EFT # 35613	06/02/2020	06/02/2020	06/12/2020	06/12/2020	93.75
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 5	<u>\$793.75</u>
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 5	<u>\$793.75</u>
Program 185006 - TLRC-Concessions								
Account 53610 - Building Repairs								
392 - Koorsen Fire & Security, INC	5113435	18 - TLRC Semi-Annual Kitchen Hood Inspection	Paid by EFT # 35596	06/02/2020	06/02/2020	06/12/2020	06/12/2020	350.25
Account 53610 - Building Repairs Totals							Invoice Transactions 1	<u>\$350.25</u>
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 1	<u>\$350.25</u>
Program 186500 - Community Events								
Account 43270 - Registration Fees								
Mark Riggins	2020-00000890	18-Refunds	Paid by Check # 71953	06/02/2020	06/02/2020	06/12/2020	06/12/2020	60.00
Account 43270 - Registration Fees Totals							Invoice Transactions 1	<u>\$60.00</u>
Account 53310 - Printing								
5387 - Creative Graphics, INC (dba Baugh Enterprises)	8174	18-A Fair of the Arts rack cards, Banneker	Paid by EFT # 35536	06/02/2020	06/02/2020	06/12/2020	06/12/2020	50.00
Account 53310 - Printing Totals							Invoice Transactions 1	<u>\$50.00</u>
Program 186500 - Community Events Totals							Invoice Transactions 2	<u>\$110.00</u>
Program 186503 - Community Events-Farmers' Market								
Account 53940 - Temporary Contractual Employee								
3875 - Sandra Salinas-Kobyłka	05032020	18 - Market Cleaning	Paid by EFT # 35645	06/02/2020	06/02/2020	06/12/2020	06/12/2020	65.00
3875 - Sandra Salinas-Kobyłka	05102020	18-Market Cleaning	Paid by EFT # 35645	06/02/2020	06/02/2020	06/12/2020	06/12/2020	65.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 2	<u>\$130.00</u>
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions 2	<u>\$130.00</u>
Program 186506 - Performing Art Series								
Account 43410 - Advertising								
K&S Rolloff, Inc.	2020-00000897	18-Refunds	Paid by Check # 71947	06/02/2020	06/02/2020	06/12/2020	06/12/2020	300.00



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Account 43410 - Advertising Totals						Invoice Transactions 1	\$300.00	
Program 186506 - Performing Art Series Totals						Invoice Transactions 1	\$300.00	
Program 187202 - Youth Sports-Winslow								
Account 53630 - Machinery and Equipment Repairs								
6262 - Koenig Equipment, INC	P15175	18-winslow equipment oil, oil filter	Paid by EFT # 35595	06/02/2020	06/02/2020	06/12/2020	06/12/2020	28.00
6262 - Koenig Equipment, INC	P14150	18-winslow equipment oil, oil filter	Paid by EFT # 35595	06/02/2020	06/02/2020	06/12/2020	06/12/2020	29.61
6262 - Koenig Equipment, INC	P15205	18-winslow equipment spring	Paid by EFT # 35595	06/02/2020	06/02/2020	06/12/2020	06/12/2020	14.19
6262 - Koenig Equipment, INC	P14164	18-winslow equipment oil, oil filter	Paid by EFT # 35595	06/02/2020	06/02/2020	06/12/2020	06/12/2020	70.85
Account 53630 - Machinery and Equipment Repairs Totals						Invoice Transactions 4	\$142.65	
Program 187202 - Youth Sports-Winslow Totals						Invoice Transactions 4	\$142.65	
Program 189003 - Operations-Open Shelters								
Account 43220 - Facility Rentals								
Prospect Hill Neighborhood Association	2020-00000850	18-Refunds	Paid by Check # 71952	06/02/2020	06/02/2020	06/12/2020	06/12/2020	56.00
Donald Rodda	2020-00000849	18-Refunds	Paid by Check # 71954	06/02/2020	06/02/2020	06/12/2020	06/12/2020	81.00
Brad Sexton	2020-00000848	18-Refunds	Paid by Check # 71955	06/02/2020	06/02/2020	06/12/2020	06/12/2020	91.00
Account 43220 - Facility Rentals Totals						Invoice Transactions 3	\$228.00	
Program 189003 - Operations-Open Shelters Totals						Invoice Transactions 3	\$228.00	
Department 18 - Parks & Recreation Totals						Invoice Transactions 60	\$90,261.44	
Fund 201 - Parks and Rec Non Reverting Totals						Invoice Transactions 60	\$90,261.44	
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016D - 2016 D Lower Cascades								
Account 54510 - Other Capital Outlays								
7059 - Eagle Ridge Civil Engineering Services, LLC	204-06	18- Cascades creek repair and trail to	Paid by EFT # 35538	06/02/2020	06/02/2020	06/12/2020	06/12/2020	9,769.19
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1	\$9,769.19	
Program 18016D - 2016 D Lower Cascades Totals						Invoice Transactions 1	\$9,769.19	
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA								
Account 54510 - Other Capital Outlays								
19278 - Milestone Contractors, LP	205025-1	18- GOB Twin Lakes Softball Parking Lot	Paid by EFT # 35610	06/02/2020	06/02/2020	06/12/2020	06/12/2020	77,900.00



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				Account 54510 - Other Capital Outlays Totals		Invoice Transactions 1		\$77,900.00
				Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals		Invoice Transactions 1		\$77,900.00
				Department 18 - Parks & Recreation Totals		Invoice Transactions 2		\$87,669.19
				Fund 977 - Parks 2016 GO Bond Proceeds Totals		Invoice Transactions 2		\$87,669.19
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	1162	18- Griffy Lake Loop Trail Design	Paid by EFT # 35603	06/02/2020	06/02/2020	06/12/2020	06/12/2020	6,000.00
				Account 54510 - Other Capital Outlays Totals		Invoice Transactions 1		\$6,000.00
				Program 18018B - Griffy Loop Trail Lower Cascades Totals		Invoice Transactions 1		\$6,000.00
Program 18018C - Enrty Ways St Trees Alley Enhanc								
Account 54510 - Other Capital Outlays								
3444 - Rundell Ernstberger Associates, INC	191565-7	18-Gateway Design Fees	Paid by EFT # 35642	06/02/2020	06/02/2020	06/12/2020	06/12/2020	916.00
7059 - Eagle Ridge Civil Engineering Services, LLC	182-08	13-Downtown Alley proj-4/18-5/15/20-Inv. date	Paid by EFT # 35538	06/02/2020	06/02/2020	06/12/2020	06/12/2020	7,236.34
				Account 54510 - Other Capital Outlays Totals		Invoice Transactions 2		\$8,152.34
				Program 18018C - Enrty Ways St Trees Alley Enhanc Totals		Invoice Transactions 2		\$8,152.34
				Department 18 - Parks & Recreation Totals		Invoice Transactions 3		\$14,152.34
				Fund 980 - 2018 BicentennialBnd Prcd900030 Totals		Invoice Transactions 3		\$14,152.34
				Grand Totals		Invoice Transactions 179		\$299,781.65

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/12/2020	Claims				299,781.65
					<u>299,781.65</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 \$ 299,781.65

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
5/22/2020	Payroll				155,831.52
					155,831.52

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 155,831.52

Dated this _____ **day of** _____ **year of 20**_____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/5/2020	Payroll				162,017.86
					162,017.86

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 \$ 162,017.86

Dated this _____ **day of** _____ **year of 20**_____.

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

Fiscal Officer _____

15-16 MCCSC 21st Com Learn Cnt Grant				884				
16-17 MCCS 21st com I								
17-18 MCCSC 21st Com Learn			97					
18-19 MCCSC 21st Com Learn			13,518					
19-20 MCCSC 21st Com Learn						13,752		
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			251		9,936			
Goat Farm								
Giffy LARE			2,800			2,800		
Deer Cull						25,000		
Banneker ROI						117,259		
Other Misc Funds total:	0	0	17,195	0.00%	21,935	158,811		
TOTAL ALL FUNDS	9,328,497	10,086,198	4,004,532	39.70%	10,895,276	3,714,967	34.10%	-7.23%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues May 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>May</u>	<u>to date</u>	<u>for year</u>	<u>May</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	2,735	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	23,214	10.41%	186,000	0	0.00%	0.00%
Frank Southern	201,300	223,101	117,551	20.66%	199,300	97,898	49.12%	-16.72%
Golf Services	619,500	569,031	204,471	0.00%	599,500	142,527	23.77%	-30.29%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	11,500	11,175	10,705	21.42%	12,165	2,850	23.43%	-73.38%
Adult Sports	51,000	49,965	24,785	59.34%	54,000	7,515	13.92%	0.00%
Youth Sports	30,000	41,769	2,228	17.12%	30,500	-49	-0.16%	-102.20%
BBCC	12,000	13,010	2,010	376.39%	15,000	2,104	14.03%	4.69%
Operations	0	534	534	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	10,425	0.00%	32,525	14,150	43.50%	35.73%
Urban Forestry		0		0.00%			0.00%	0.00%
Subtotal Program Re	1,157,025	1,132,300	398,658	35.21%	1,129,490	267,081	23.65%	-33.01%
General Fund Total	7,615,474	7,708,939	6,856,607	88.94%	7,642,515	6,780,106	88.72%	-1.12%
Non-Reverting Fund								
Administration	40,600	34,800	15,774	45.33%	35,600	12,504	35.12%	-20.73%
Health & Wellness	4,840	2,350	244	10.38%	3,915	28	0.72%	-88.52%
Community Relations	5,400	2,400	500	20.83%	5,400	2,000	37.04%	0.00%
Aquatics	108,200	88,089	28,348	32.18%	86,301	2,464	2.86%	-91.31%
Frank Southern	124,300	98,907	29,064	29.39%	123,300	23,630	19.17%	-18.70%
Golf Services	76,000	117,749	34,892	29.63%	156,500	30,664	19.59%	-12.12%
Natural Resources	70,000	71,161	19,114	26.86%	70,000	5,460	7.80%	-71.44%
Youth Programs	215,500	248,728	133,939	53.85%	246,740	46,196	18.72%	-65.51%
*TLRC -Operational	1,253,774	712,603	328,354	46.08%	1,065,974	202,986	19.04%	-38.18%
Community Events	196,541	208,808	116,025	55.57%	200,311	160,249	80.00%	38.12%
Adult Sports	132,400	131,295	51,202	39.00%	143,500	13,828	9.64%	-72.99%
Youth Sports	4,002	7,202	3,265	45.33%	4,002	-2	-0.05%	-100.06%
BBCC	5,250	14,599	1,691	11.58%	7,600	297	3.91%	-82.44%
Operations	64,800	63,317	26,859	42.42%	64,800	10,551	16.28%	-60.72%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Prop	0	34,951	2	0.01%	12,500	12,823	102.59%	0.00%
Landscaping	0	0	0	0.00%	0	750	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	9,553	3,453	36.15%	9,500	4,300	45.26%	0.00%
N-R Fund subtotal:	2,311,507	1,846,513	792,726	42.93%	2,236,343	528,729	23.64%	-33.30%
Other Misc Funds								
G-17-18 MCCSC 21st Com					14,210			

G18-19 MCCSC 21st Com			9,069		30,000	9,091		
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			487			219		
G17007 - Goat Farm								
Banneker Nature Days								
Yth & Adolescent Phy Act					8,000			
Nature Days Star								
2019 Deer Cull IN DNR CHAP						25,000		
Other Misc Funds total:	0	0	12,356		155,074	45,720		
TOTAL ALL FUNDS	9,926,981	9,555,453	7,661,689	80.18%	10,033,932	7,354,555	73.30%	-4.01%

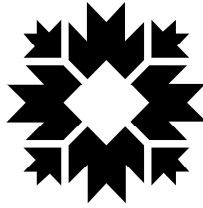
	Non-Reverting Cash Balances	1	2	3	4	5	6	7
		Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
		Balance	as of	Misc.	as of	from	Revenue	Balance
		1/1/2020	5/30/2020	revenue	5/30/2020	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	260,023.36	12,504.16		7,971.87	0.00	4,532.29	264,555.65
181001	Health & Wellness	9,413.82	28.00		133.49	0.00	(105.49)	9,308.33
181100	Community Relations	34,414.61	2,000.00		2,659.72	0.00	(659.72)	33,754.89
182001	Aquatics	389,055.59	2,464.00		320.00	0.00	2,144.00	391,199.59
182500	Frank Southern Center	191,273.69	23,630.47		34,088.63	0.00	(10,458.16)	180,815.53
183500	Golf Course	143,501.45	30,664.06		51,596.03	0.00	(20,931.97)	122,569.48
184000	Natural Resources	291,563.17	5,460.00		4,305.83	0.00	1,154.17	292,717.34
184500	Allison Jukebox	272,563.31	46,195.90		16,004.06	0.00	30,191.84	302,755.15
	TLRC	(1,667,433.65)	165,306.11		386,311.98	0.00	(221,005.87)	(1,888,439.52)
185009	TLRC Reserve	729,334.12	37,679.65		0.00	0.00	37,679.65	767,013.77
186500	Community Events	522,561.92	160,249.17		82,532.51	0.00	77,716.66	600,278.58
187001	Adult Sports	34,936.55	13,828.07		16,434.90	0.00	(2,606.83)	32,329.72
187202	Youth Sports	59,446.16	(2.08)		3,690.52	0.00	(3,692.60)	55,753.56
187209	Skate Park	543.88			0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	64,519.89	296.94		94.52	0.00	202.42	64,722.31
	Childcare Program	0.00	0.00		3,216.02	0.00	(3,216.02)	(3,216.02)
189000	Operations	177,810.51	10,551.01		242.78	0.00	10,308.23	188,118.74
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	238,307.62	12,823.16		29,152.57	0.00	(16,329.41)	221,978.21
189500	Landscaping	12,704.36	750.00		0.00	0.00	750.00	13,454.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	0.00	1,497.00
189503	Urban Forestry	21,517.22	4,300.00		0.00	0.00	4,300.00	25,817.22
10002.01	Change Fund	0.00	0.00		0.00	0.00	0.00	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	0.00	0.00
	TOTALS	1,793,548.37	528,728.62	0.00	638,755.43	0.00	(110,026.81)	1,683,521.56

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

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

(110,026.81)

INCREASE/DECREASE FOR THE CURRENT



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-4
Date: 6/23/2020

Administrator
Review\Approval:
PM

TO: Board of Park Commissioners
FROM: Ashley Mull, Intern
DATE: 6/23/2020
SUBJECT: SUMMER INTERN INTRODUCTION

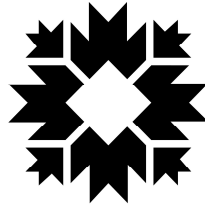
Background

My name is Ashley Mull and I am the new summer intern working with the natural resources department, farmers market, and community gardens. I currently attend Hanover College, where I am studying Political Science, Environmental Studies, and History. After Hanover, I plan on attending law school, where I will study environmental law.

While studying abroad in Ecuador and Peru I became interested in the relationship between government agencies and the environment. Through this internship, I am excited to explore this relationship further and gain valuable experience that will be useful both in my career and personal life.

RESPECTFULLY SUBMITTED,

Ashley Mull
Parks & Recreation Summer Intern



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-4
Date: 6-18-2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Aaron Clark, Intern
DATE: 06/23/2020
SUBJECT: INTERN INTRODUCTION

My name is Aaron Clark, and I will be working as a Health and Wellness Intern this summer. I am currently a rising 2nd year Master of Public Health student at Indiana University, with my studies concentrating in Public Health Administration and Physical Activity. During my internship, I will be assisting with the transition to online work with the Get On Board Active Living (GOAL) program. This includes virtual event programming and creating training videos to replace in-person activities.

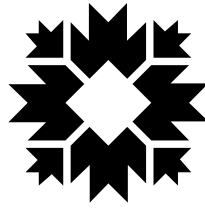
My desire to intern for the Parks and Recreation Department stems from my degree focus and being a seven-year resident of Bloomington. During my stay in Bloomington, as both an undergraduate and Master's student, I've been lucky to take advantage of the wonderful facilities the Parks and Recreation Department has to offer, from Twin Lakes Recreation Center to the B-Line Trail. This internship will help me apply concepts I've learned from my education to a real life setting and help me gain important practical experience with program management.

I sincerely thank you for this opportunity and cannot wait for what the summer holds.

RESPECTFULLY SUBMITTED,

Aaron Clark

Health & Wellness Intern



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-1
Date: 6-18-2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: **June 23, 2020**
SUBJECT: **MASTER PLAN CONSULTANT CONTRACT WITH TROYER GROUP, INC.**

Recommendation

Staff recommends approval of a contract with Troyer Group, Inc. to provide master plan consulting services for the Bloomington Parks and Recreation 2021-2025 Master Plan. The cost of the seven month contract is \$72,500 from GF 200-18-18000-53170 (\$50,000) and 201-18-18000-53170 (\$22,500).

Background

A five year Master Plan is a requirement to receive grant funds from DNR and other granting organizations. The department's national accreditation through the National Recreation and Park Association also requires a Master Plan. It has long been the practice of the Department to use the Master Planning process, in five-year increments, to shape the goals and priorities of the Department to match community interests. The last Master Plan update was for the 2016-2020 timeframe.

The department's Advisory Team interviewed Troyer Group, Inc. and PROS Consulting. Both firms are qualified and experienced in master planning process in the field of parks and recreation. Troyer Group, Inc. was selected for their experience and ability to provide the following services:

- Review of past plans, facilities, and programs
- Community Needs Assessment
- Analysis of maintenance, recreation, and administrative delivery system
- Public participation
- Indiana Department of Natural Resources and NRPA CAPRA Requirements
- Strategic Action Plan
- Strategies and action plans for park facilities and capital equipment

Troyer Group, Inc. project team brings the experience and expertise we are looking for to a conduct department wide assessment, a robust community engagement process, meet accreditation requirements and producing a workable strategic action plan to guide the department through the next five year, 2021-2025.

RESPECTFULLY SUBMITTED,

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

Paula McDevitt, Administrator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
TROYER GROUP
FOR
BLOOMINGTON PARKS AND RECREATION 2021-2025 MASTER PLAN**

This Agreement, entered into on this 23rd day of June, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and TROYER GROUP (“Contractor”),

WITNESSETH:

WHEREAS, the Department has the need of an updated park, recreation, and open space master plan; and

WHEREAS, the Department requires the services of a professional contractor in order to complete a comprehensive 2021-2025 Master Plan (the “Services” as further defined below); and

WHEREAS, Contractor has developed creative approaches to master planning process integrating community assessments processes, strategic plan development, sustainability, asset management and maintenance approaches into master plans, and has significant experience in this area; and

WHEREAS, the Department is authorized to plan and develop a master plan contract arrangements with non-city organizations to ensure delivery of services,

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 **January 31, 2021**, unless the parties mutually agree to a later completion date and such agreement is confirmed in writing. 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 Paula McDevitt, 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 shall, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed **Seventy-two thousand five hundred dollars, (\$72,500)**. 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:

Paula McDevitt
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 work or expenses which were performed without prior authorization in writing by the Department.

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 in writing.

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	Troyer Group, Inc.
Attn: Paula McDevitt	Attn: Jonathon Geels
401 N. Morton, Suite 250	550 Union Street
Bloomington, Indiana 47402	Mishawaka, IN 46544

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

TROYER GROUP, INC.

Philippa M. Guthrie, Corporation Counsel


John E. Leszczynski, President

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

Landscape Architect Services – “Scope of Services”

The Services shall include the following:

- 1. Review of Past Plans, Facilities, and Programs:** Our first task will be a thorough review of the park facilities currently serving the City, to gather a greater understanding of the facilities, operations, needs, and previous goals. It is important to look at previous visions and goals to determine overall success and impact. This plan needs to reflect and showcase the accomplishments and progress made during the last five years. From there we can better outline objectives for this planning cycle and provide better forecasting. This Includes a project Kick-off Meeting with appropriate City staff. Additionally, Troyer Group will review our findings with the advisory committee & stakeholders and include it in the final report.
- 2. Community Needs Assessment:** A thorough understanding of the City’s physical and social context helps define overall opportunities and threats by analyzing physical conditions, census and GIS (Geographic Information Systems) data, density, stability, as well as proximity, coverage, and connectivity of assets to the community. An updated census analysis will show overall trends in age, income, and diversity and identifies preferences for those segments to determine potential and targets within the system. A summary of our findings will be provided to the advisory committee & stakeholders and provided in the final report.
- 3. Analysis of Maintenance, Recreation, and Administrative Delivery Systems:** In conveying these various delivery systems, several factors must be addressed, including cost, quality, service, and time. While certain obligations must be met, a balance is necessary for long term viability. That balance leads to stability, and a shift from reactionary services to predictive, which is especially important for maintenance systems, especially as deferred maintenance continues to be a major issue for parks locally and nationally. The information will be presented to the advisory group and included in the report.
- 4. Public Participation:** We recognize Bloomington’s ongoing commitment to public engagement. To bolster successes and provide deeper engagement, we propose a combination of innovative and technologically contemporary methods with traditional strategies. Opportunities include: 2 Pop-up Meetings at Community Events that use low friction engagement tactics, Online and printed public surveys, 2 Public and 6 stakeholder/steering committee meetings (including a workshop for goal/strategy development) and 1 public hearing that not only fulfill IDNR/CAPRA requirements, but provide usable data for easier decision making. In addition to the meetings listed, we will prepare a summary of the public input survey, public meeting, and all other public engagement into easy to read charts and infographics that make data clearer and decision-making easier.
- 5. Address IDNR and CAPRA/NRPA Park Master Plan Requirements:** Updated in July of 2016, the IDNR Planning Guidelines outline both process requirements and plan preparation requirements. Also found within the guidelines are facility and recreational infrastructure inventory forms, timeline requirements, and accessibility standards. Ensuring that the Bloomington Park Master Plan meets each of the outlined requirements is critical to eligibility for IDNR Land and Water Conservation Fund grant applications. We will provide a master plan that meets all IDNR/CAPRA requirements.

6. **Strategies and Action Plans for Park Programs and Operations:** Among other performance metrics, programs should be evaluated based on capacity, demand, trends, and effectiveness. Operations evaluations are part of a larger policy and procedures review that would analyze and update staffing, administration and maintenance, training, and specific aspects to each such as employee benefits, marketing and awareness strategies, or training opportunities. As part of the included meetings, we will conduct a team workshop to further develop strategies and action plans. A summary table of action plan items will be provided. This will outline the critical needs & action item for the next 5-10 yrs.

7. **Strategies and Action Plans for Park Facilities and Capital Equipment:** In order to make both short and long term gains, our facility and equipment approach doesn't just address planned and potential park capital improvement projects, but also addresses building envelope and equipment upgrade needs, deferred maintenance and facility life cycle costs, building management/monitoring and continuous commissioning capabilities, utility tariff strategies, as well as occupant optimization. As part of the included meetings, we will conduct a team workshop to further develop strategies and action plans. A summary table of action plan items will be provided. This will outline the critical needs & action item for the next 5-10 yrs.

Schedule of Services – “Project Schedule”

1. DATA GATHERING AND ANALYSIS

a. Physical Inventory | July – August

- b. Scope includes, but is not limited to Community Needs Assessment, Existing Facilities and Service Area, Social Economic Factors, ADA and Universal Design Analysis, and Progress Achievements.

2. OUTREACH AND ANALYSIS

a. Social Inventory | July – August

- b. Scope includes, but is not limited to Public Engagement and Stakeholder Meetings.

3. PLAN DEVELOPMENT

a. Draft Master Plan Development | Sept. – Nov.

- b. Scope includes, but is not limited to Strategies and Plan Development, update system-wide maps, preparing Draft Plans, and presenting Draft Plans for feedback.

4. PLAN SUBMISSION

a. Master Plan Submission | Dec. 2020

- b. Scope includes, but is not limited to Final Plan development and IDNR Submission

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF ST. JOSEPH)

AFFIDAVIT

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

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

John E. Leszczynski
Signature
John. E. Leszczynski
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF St. Joseph)

Before me, a Notary Public in and for said County and State, personally appeared John Leszczynski and acknowledged the execution of the foregoing this 16 day of June, 2020.

[Signature] My Commission Expires: 2/4/24
Notary Public's Signature

Kent Bertsch
Printed Name of Notary Public



EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

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 15th day of JUNE, 2020.

Troyer Group, Inc. Contractor

By: *John E. Leszczynski*
John E. Leszczynski, President

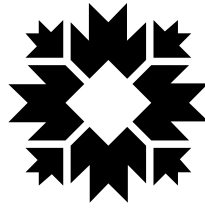
STATE OF Indiana)
) SS:
COUNTY OF St. Joseph)

Before me, a Notary Public in and for said County and State, personally appeared John Leszczynski and acknowledged the execution of the foregoing this 16 day of June, 2020.

[Signature] My Commission Expires: 2/4/24
Notary Public's Signature

Kent Bertsch County of Residence: St. Joseph
Printed Name of Notary Public





CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-2
Date: 6-18-2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator
DATE: June 23rd, 2020
SUBJECT: PARTNERSHIP AGREEMENT WITH BOYS AND GIRLS CLUBS OF BLOOMINGTON

Recommendation

Staff recommends approval of a partnership agreement with Boys and Girls Clubs of Bloomington to support meal distribution efforts for low-income families during summer 2020.

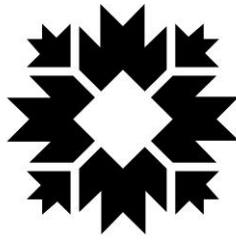
Background

The Banneker Community Center and Boys and Girls Clubs of Bloomington (BGC) have altered 2020 summer camp programming due to COVID-19. BGC will be operating a pod model at the Ferguson Crestmont Unit while Banneker focuses on door-to-door deliveries of meals/activity packets.

Due to this change, BGC had to relocate their donation food drive program to avoid cross contamination with pod camp. Therefore, BGC would like to use the Banneker Community Center third floor space to store donated foods and organize them for deliveries to low-income families on Fridays. This program will expire at the end of June, at which point BGC will work with Banneker to inform participating families about Banneker Camp On-the-Go.

RESPECTFULLY SUBMITTED,

Erik Pearson, Program/Facility Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

Partner(s): Boys and Girls Clubs of Bloomington

This Agreement (“Agreement”) is made and entered into on the date last signed by a party below (“Effective Date”) by and between the City of Bloomington Parks and Recreation Department (“BPRD”), and Boys and Girls Clubs of Bloomington (“BGC”) (collectively, the “Parties” and individually a “Party”)

WITNESSETH:

WHEREAS, there is a need to provide underserved residents with food during the COVID-19 crisis; and

WHEREAS, the BPRD and BGC desire to cooperate in the service of food to underserved residents; and

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

WHEREAS, BGC is authorized to serve members during the summer of 2020 and simultaneously continue to provide food to members from targeted donations; and

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership, which will allow the Ferguson Crestmont Boys and Girls Club (“BGC”) to continue collecting food for members/families from community donors during the summer of 2020 and store such food at the Banneker Community Center.

2.0 Duration of Agreement:

The term of this Agreement shall begin upon the Effective Date and run for one (1) year, unless terminated earlier as provided under Article 4, below (“Term”). The Parties may agree to extend the Term of the Agreement on an annual basis.

3.0 Bloomington Parks & Recreation:

- 3.1** Banneker Community Center staff will organize refrigerators, freezers, and sanitized tables for Ferguson Crestmont Boys and Girls Club's use to store donated foods.
- 3.2** Banneker Community Center will provide appropriate signage for Ferguson Crestmont Boys and Girls Club staff/volunteers/donors to direct services through the 7th street entrance and kitchen.
- 3.3** Banneker Community Center staff will designate a workspace for Ferguson Crestmont Boys and Girls Club staff/volunteers to organize materials associated with donor food.
- 3.4** Bloomington Parks and Recreation Department will include information related to Ferguson Crestmont Boys and Girls Club's summer meal programming on marketing materials.
- 3.5** Bloomington Parks and Recreation will share data related to meal distribution program with Ferguson Crestmont Boys and Girls Club for the purposes of marketing and evaluation of partnership.

4.0 Boys and Girls Clubs of Bloomington

- 4.1** Ferguson Crestmont Boys and Girls Club Program Director will send out an electronic survey weekly wherein member families will respond with nutrition needs. Ferguson Crestmont Boys and Girls Club staff will work with community donors to procure food items needed by member families.
- 4.2** Ferguson Crestmont Boys and Girls Club donors will drop off food items to the Banneker Community Center on Tuesdays and Thursdays of each week between 11:00 am-2:00 pm. Drop off times may be altered depending upon Banneker Community Center meal distribution program needs.
- 4.3** Ferguson Crestmont Boys and Girls Club will provide trained volunteers and staff to be on-site at the Banneker Community Center during donor drop off of food. Volunteers/staff will wear PPE and practice social distancing guidelines as suggested by CDC. Donations will be sanitized as they are received and placed in refrigerators, freezers or tables designated for use by Banneker Community Center staff.

- 4.4 Ferguson Crestmont Boys and Girls Club staff and volunteers will be on-site at the Banneker Community Center each Friday organizing donated food and coordinating delivery to member families by Ferguson Crestmont Boys and Girls Club staff/volunteers.

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

- 5.1 Bloomington Parks and Recreation and Boys and Girls Clubs of Bloomington will coordinate press releases and public information that announces this agreement and shares with the public each organizations combined efforts to address food insecurity for underserved residents during COVID-19.
- 5.2 The commitment of personnel, facilities, supplies will be honored according to the timetable agreed upon by all parties. When BGC ends meal distribution at the end of June, BGC staff will send participating families information to sign up for Banneker Camp On-the-Go and will share contact information with Banneker staff upon approval from participating families.
- 5.3 Each Party and its representatives, agents, employees, and contractors agree to comply with all applicable federal, state and local laws and regulations in the performance of any duties, obligations or responsibilities related to this Agreement ("Applicable Laws"). BPRD and its representatives, agents, employees and contractors that enter any BGC premises on behalf of BRPD in performance of the Agreement must be acceptable to BGC in its sole discretion, and shall comply with all of BGC's policies and procedures. BGC and its representatives, agents, employees, and contractors that enter any BRPD premises on behalf of BGC in performance of the Agreement must be acceptable to BRPD in its sole discretion and shall comply with all of BRPD's policies and procedures.
- 5.4 To the extent allowable under applicable law, each Party hereto (as the "Indemnifying Party") agrees to indemnify and hold harmless the other Party (as the "Indemnified Party") and its affiliates, directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively "Losses") asserted against the Indemnified Party and resulting from the Indemnifying Party's breach of its obligations under this Agreement or the negligent act or omission or willful misconduct of the Indemnifying Party or its directors, officers, employees, or agents in connection with this Agreement.
- 5.5 The parties will evaluate this Agreement and the services provided during

the month of November 2020.

6.0 Termination:

Termination by Mutual Agreement: The Parties may mutually agree to terminate this Agreement in writing signed by both Parties.

- 6.1** Termination for Cause: In the event that one of the Parties to this Agreement breaches any of its terms and conditions, the non-breaching Party shall serve written notice of the breach to the other Party. The breaching Party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching Party fails to cure the breach within ten (10) days, the non-breaching Party may, at its option and in writing, unilaterally terminate the Agreement.
- 6.2** Termination for Convenience: Either Party may terminate this Agreement without cause by providing the other Party at least sixty (60) days prior written notice of termination.
- 6.3** Notwithstanding the foregoing, in the event that: (i) there is any change in the Applicable Law such that this Agreement does or may violate the Applicable Law, or (ii) either Party to this Agreement has the reasonable belief that this Agreement does or may violate the Applicable Law, then the Parties shall use their best efforts to reform or reorganize their relationship and this Agreement so as to be in compliance with the Applicable Law; provided, however, that in the event after review of the Applicable Law and good faith negotiation, the Parties are unable to avoid such violation or potential violation, then either Party may immediately terminate this Agreement upon written notice to the other Party.

7.0 Notice:

- 7.1** All notices, requests, demands, and other communications that may or are required to be given under this Agreement will be in writing and will be deemed to have been duly given on the date of delivery if personally delivered on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given by certified mail, return receipt requested, and properly addressed as follows:

Becky Higgins
(812) 349-3713
Bloomington Parks & Recreation
401 N. Morton Street
Bloomington, IN 47404

Jeigh Hockersmith
(812) 336-6501
Boys and Girls Club
1111 W. 12th Street
Bloomington, IN 47404

8.0 Waiver:

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

9.0 Release and Hold Harmless Agreement:

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

[SIGNATURES APPEAR ON IMMEDIATELY FOLLOWING PAGE]

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IN WITNESS WHEREOF, the authorized representatives of each Party have signed this Agreement on the dates set forth below.

Boys and Girls Clubs of Bloomington

Jeff Baldwin
Executive Director

Date

CITY OF BLOOMINGTON PARKS AND RECREATION:

Paula McDevitt
Administrator, BPRD

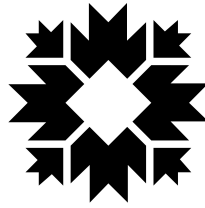
Date

Kathleen Mills
President, Board of Park Commissioners

Date

Philippa Guthrie
Corporation Counsel

Date



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

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

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator-Banneker Community Center
DATE: **June 27th, 2020**
SUBJECT: **Banneker Community Center Advisory Council Appointment**

Recommendation

Staff recommends Nichelle Whitney for an appointment to the Banneker Community Center Advisory Council.

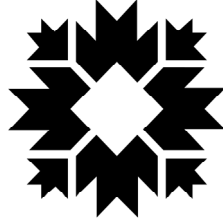
Background

The Banneker Center requested applications for the newly re-established Banneker Community Center Advisory Council (BCCAC) beginning in Spring of 2019 and received over 20 applications. Applicants were given an opportunity to meet with Banneker full-time staff to discuss the openings and BCCAC. We are seeking approval to add Nichelle Whitney as a member of the BCCAC on a 2-year term.

The BCCAC will meet monthly to discuss pertinent topics related to operations at the Banneker Community Center. Further, the group will have three established committees focusing on: 1) Advocacy and Outreach 2) Programming and Policy Development and 3) Facility/Funding opportunities that will work on various projects throughout each year. The BCCAC will provide valuable guidance and feedback and serve as a connection to the broader Bloomington community in order for Banneker to continue to serve as a cultural hub that aims to inspire individuals to maximize their full potential.

RESPECTFULLY SUBMITTED,

Program/Facility Coordinator-Banneker Community Center



CITY OF BLOOMINGTON
Parks and Recreation

APPLICATION

ADVISORY COUNCILS

Date: 9-26-2019

Council for which you are applying: _____

Banneker Advisory Council

Name: Nichelle Whitney

Address: 3800 E McCracken Way # 5 Bloomington, IN 47408

Home phone: _____ Work/Cell phone: 317-658-7053

E-mail: whitneyn@indiana.edu

Are you a City resident? Yes

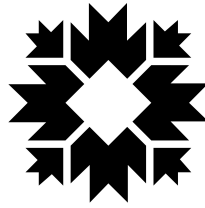
Occupation: Admissions Director at Indiana University

Why are you interested in applying for this position?

I am interested in serving on the Advisory Council for the Banneker Community Center because I have interest in being a part of strategic efforts and planning that impact the success and develop of Banneker Center families. I would like to bring college preparation and readiness workshops to families. Additionally as a County Commissioner for Women, I would like to bring educational opportunities and experiences that enhance the life and status of women who interface with the Banneker Center.

Why do you think you are qualified for this position?

As a 9-year community member in Bloomington, I have volunteered at the Banneker Center for 7 years. Additionally, I work in higher education where we partner with community-based organizations to address social service needs as they intersect with education. With my diverse portfolio and service to Banneker, I am confident that I can contribute to conversations that result in the advancement of community and culture for Banneker families.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-4
Date: 6-18-2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Marcia Veldman, Farmers' Market Coordinator
DATE: **June 23, 2020**
SUBJECT: **SECOND ADDENDA TO MARKET VENDOR CONTRACTS**

Recommendation

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

Background

The changes in the addenda allow for the flexibility needed in this rapidly evolving situation including changes to the fee structure and to hosting an online Market. With regards to the Farm Vendors, the addenda notes the suspension of the point system and an allowance to utilize stand assistants. These changes are important so no vendors feel obliged to come to Market and gives vendors the opportunity to hire someone to attend if they are unable to do so.

RESPECTFULLY SUBMITTED,

Marcia Veldman, Farmers' Market Coordinator

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

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

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

WITNESSETH:

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

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

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

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

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

1. **Term:** This Addendum is effective July 1, 2020, through August 31, 2020.
2. **Market Format:** The Market will operate under its existing online and restricted-capacity in-person sales format until conditions related to the Pandemic change as to allow Parks to move to a different means of product distribution. Vendor agrees that Parks may make changes to the format and product distribution policies of the Market from time to time in response to the Pandemic.
3. **Market Fee:** In lieu of the ordinary fee charged to Vendor for participation in the Market under the terms of the Agreement, Vendor shall pay Parks a flat fee for participation in the Market for the Term of this Addendum. This fee shall be \$12 per week for Seniors and Youth as those terms are defined in the Farm Vendor Handbook, and \$18 per week for all other Vendors.
4. **Market Points:** The Market points system shall be suspended for the Term of this Addendum.
5. **Stand Assistants:** Stand Assistants will be permitted to serve the function of a Vendor under the Agreement for the Term of this Addendum.

6. **Assumption of Risk:** Vendor acknowledges and understands that Vendor may experience damages or financial loss relative to customer orders in the online market format due to reasons including, without limitation, vendor items not being available, SNAP customers not picking up orders, credit card customers providing inaccurate information or other similar circumstances. Vendor further acknowledges and understands that participating in the Market during the Pandemic may result in exposure to COVID-19 through contact with other vendors, customers, and Market participants. Vendor expressly assumes all risk of damages, harm, and loss and agrees to hold City harmless. In the limited circumstance where a SNAP customer does not show up to pick up an order, the City will make reasonable efforts to collect payment. If the City is unable to collect payment, Vendor agrees that the City does not assume the cost of the order. In this circumstance, the City agrees to not allow that customer to place orders in the future.

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

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

Vendor

Philippa M. Guthrie, Corporation Counsel

Vendor Name Printed

Paula McDevitt, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

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

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

WITNESSETH:

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

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

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

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

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

1. **Term:** This Addendum is effective July 1, 2020, through August 31, 2020.
2. **Market Format:** The Market will operate under its existing online and restricted-capacity in-person sales format until conditions related to the Pandemic change as to allow Parks to move to a different means of product distribution. Artisan agrees that Parks may make changes to the format and product distribution policies of the Market from time to time in response to the Pandemic.
3. **Market Fee:** In lieu of the ordinary fee charged to Artisan for participation in the Market under the terms of the Agreement, Artisan shall pay Parks a flat fee for participation in the Market for the Term of this Addendum. This fee shall be \$18 per week.
4. **Assumption of Risk:** Artisan acknowledges and understands that Artisan may experience damages or financial loss relative to customer orders in the online market format due to reasons including, without limitation, vendor items not being available, SNAP customers not picking up orders, credit card customers providing inaccurate information or other similar circumstances. Artisan further acknowledges and understands that participating in the Market during the Pandemic may result in exposure to COVID-19 through contact with other vendors,

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

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

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

Artisan

Philippa M. Guthrie, Corporation Counsel

Artisan Name Printed

Paula McDevitt, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

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

This Second Addendum to Agreement for Food Truck/Push Cart Vending Bloomington Community Farmers' Market is entered into this ____th day of _____, 2020, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food Truck/Push Cart Vendor ("Food Vendor").

WITNESSETH:

WHEREAS, Parks and Food Vendor entered into that certain *Agreement for Food Truck/Push Cart Vending Bloomington Community Farmers' Market* ("Agreement");

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

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

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

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

1. **Term:** This Addendum is effective July 1, 2020, through August 31, 2020.
2. **Market Format:** The Market will operate under its existing online and restricted-capacity in-person sales format until conditions related to the Pandemic change as to allow Parks to move to a different means of product distribution. Food Vendor agrees that Parks may make changes to the format and product distribution policies of the Market from time to time in response to the Pandemic.
3. **Market Fee:** In lieu of the ordinary fee charged to Food Vendor for participation in the Market under the terms of the Agreement, Food Vendor shall pay Parks a flat fee for participation in the Market for the Term of this Addendum. This fee shall be \$18 per week.
4. **Assumption of Risk:** Food Vendor acknowledges and understands that Food Vendor may experience damages or financial loss relative to customer orders in the online market format due to reasons including, without limitation, vendor items not being available, SNAP customers not picking up orders, credit card customers providing inaccurate information or other similar circumstances. Food Vendor further acknowledges and understands that participating in the Market during the Pandemic may result in exposure to COVID-19 through contact with other

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

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

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

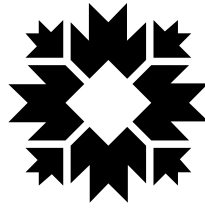
Food Vendor

Philippa M. Guthrie, Corporation Counsel

Food Vendor Name Printed

Paula McDevitt, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-5
Date: 6-18-2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: **June 23, 2020**
SUBJECT: **REVIEW/APPROVAL OF THE PARTNERSHIP WITH THE MONROE COUNTY HISTORY CENTER**

Recommendation

Staff recommends approval of the approval of the partnership agreement with the Monroe County History Center to provide programming and volunteer support for the “Dearly Departed Cemetery Tours” in Rose Hill Cemetery on October 16th and 17th of 2020.

Background

Our partnership with the Monroe County History Center (MCHC) to provide an evening of cemetery tours of Rose Hill Cemetery that highlighted stories of some of the permeant residents of the cemetery began in 2018. In 2019 we expanded this program to two nights of tours which were very successful. We would like to work them again in 2020 to provide cemetery tours of Rose Hill Cemetery through the “Dearly Departed Cemetery Tours” program on October 16 and 17. The partnership outlines the program to be provided by the MCHC and the logistics and registration management to be provided by the Bloomington Parks and Recreation Department. The partnership agreement also includes a 50/50 revenue split of the gross revenue from the registration fees collected. The revenue split is to be paid out of 201-18-186500-53990.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

**City of Bloomington
Parks and Recreation Department
Program Partnership Agreement
Monroe County History Center**

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

WHEREAS, BPRD and the MCHC desire to cooperate in order to provide cemetery tours of Rose Hill Cemetery for the benefit of the general public; and

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

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

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from July 1, 2020, to April 30, 2021, unless early termination occurs as described in Article 8.0 of this Agreement.

3.0 Bloomington Parks and Recreation:

The goal of BPRD is to build a positive relationship with the MCHC in order to provide educational and engaging cemetery tours of Rose Hill Cemetery through the “Dearly Departed Cemetery Tours” for the Bloomington community.

BPRD agrees to:

- a. Provide use of Rose Hill Cemetery for the tours and use of the Rose Hill Cemetery Office for restrooms and actor dressing rooms on the nights of the scheduled tours. Tours are to be held on Friday, October 16th and Saturday, October 17th with rain dates scheduled for Friday, October 23rd and Saturday, October 24th.
- b. Publicize the cemetery tours through social media outlets, program guide, posters, and in weekly press release.

- c. Provide infrastructure for the tours including tents, tables, chairs, lighting, and decoration for both nights of the tours.
- d. Provide at least two full-time staff members to assist with both nights of tours.
- e. Run registration for programs and process payments for program registration.
- f. Name MCHC in all forms of publicity as a co-sponsor of tours held in Rose Hill Cemetery.
- g. BPRD will split equally (50/50) all gross revenue from cemetery tour registration with MCHC. BPRD will email the MCHC a final registration roster after the last cemetery tour to secure an invoice for the amount due, and will pay the invoice within thirty (30) days after receipt.

4.0 Monroe County History Center:

The goals of MCHC are to increase awareness of the Monroe County History Center and to educate the Bloomington community on the history of Rose Hill Cemetery through a mutually beneficial partnership with BPRD.

MCHC agrees to:

- a. Name BPRD in all forms of publicity as a co-sponsor of the tours.
- b. Be responsible for the production of the tours in their entirety including: rehearsals, props, costumes, make-up, and other production needs.
- c. Research content for and create program for tours. Ensure that the tours are appropriate for the general public.
- d. Recruit and train the required number of volunteers needed to lead tours and execute the tour program as planned and agreed upon by partners.
- e. Provide invoice to BPRD following the receipt of a final registration report provided by BPRD.
- f. Provide at least two paid staff members to assist with both nights of the tours.

5.0 Release and Hold Harmless Agreement:

MCHC, including its membership, agents, and assigns, do hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns (collectively “Releasees”) from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal

injury or death, which may arise from this Agreement, even if caused by the negligence of Releasees.

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

- a. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and MCHC.
- b. The staff and personnel involved in this Agreement will at all times represent both partners to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction.
- c. The commitment of personnel, promotions, equipment, and funding sources will be honored according to the timetable agreed upon by both partners.
- d. MCHC is recognized as having the expertise and experience to run the production safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- e. The Agreement and the services provided will be evaluated in March, 2021.
- f. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- g. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington property.
- h. BPRD and MCHC have agreed to make a decision to cancel or postpone the scheduled programs due to inclement weather by 2:00 pm on October 15th for the Friday tour and by 2:00 pm on October 16th for the Saturday tour. Inclement weather is defined as a sustained temperature below 38 degrees Fahrenheit, a wind chill below 32 degrees Fahrenheit, heavy rain, and/or forecasted severe weather during the scheduled tours.
- i. In the event of cancellation due to inclement weather, both parties will provide staff, volunteers, and equipment to run the tours on the scheduled rain dates. Rain dates shall be scheduled for Friday, October 23rd and Saturday, October 24th.

7.0 Notice and Agreement Representatives:

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

Monroe County History Center
Susan Dyar
202 E Sixth Street
Bloomington, Indiana 47408
812-332-2517 ext. 1 (office)

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

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

Monroe County History Center
Andrea Hadsell
202 E Sixth Street
Bloomington IN 47408
812-332-2517 ext. 3 (cell)

Bloomington Parks and Recreation
Crystal Ritter
PO Box 848
Bloomington, Indiana 47402
812-349-3962

8.0 Termination

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

9.0 E-Verify

Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, MCHC as a business entity has to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. MCHC is not required to continue this verification if the E-Verify program no longer exists.

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

BLOOMINGTON PARKS AND RECREATION DEPARTMENT

Kathleen Mills, President
Board of Park Commissioners

Paula McDevitt, Parks Director

Philippa M. Guthrie, Corporation Counsel

MONROE COUNTY HISTORY CENTER

Susan Dyar, Director

EXHIBIT A

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of MCHC.
(title)
2. MCHC is a not-profit organization registered as a 501(c)(3), and has contracted with or is seeking to contract with the City of Bloomington to provide services
3. MCHC is a not-profit organization registered as a 501 (c)(3) and does NOT employ any employees, as defined by 8CFR §274a.1(a) and (f).
4. Due to the fact that MCHC does not currently have, nor intend to hire any employee during the term of this Agreement, MCHC is unable to enroll in and participate in the E-Verify program, as is required by Indiana State Statute.
5. The undersigned is authorized by MCHC to sign affidavits on its behalf.
6. If MCHC hires an employee at any time during the term of the attached Agreement, it agrees by signing this affidavit to immediately register for E-verify prior to the hiring being completed, and participate in and comply by E-verify and Indiana State Law requirements, and it will inform the City of Bloomington immediately, within three (3) business days of hiring, and sign the appropriate affidavits as required by Indiana Code 22-5-1.7-11 and it will not employ an “unauthorized alien,” as defined at 8 U.S.C. §1324a. (h)(3).

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

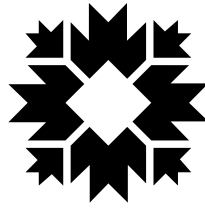
Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2020.

Notary Public

Printed name

Residing in _____ County

My Commission Expires: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

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

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: **June 23, 2020**
SUBJECT: **Review/Approval of Cooperative Monument Agreement
Captain Janeway Monument – B Line Trail at WonderLab Plaza**

Recommendation

Staff recommends approval of the agreement for construction and placement of the Captain Janeway Monument on the B Line Trail at WonderLab Plaza.

Background

A *Cooperative Monument Agreement* has been negotiated between the Bloomington Parks and Recreation Department (BPRD), City Economic and Sustainable Development Department (ESD), and Artisan Alley, supporters of the *Captain Janeway Collective* (CJC). The Parks department previously developed policies and procedures governing requests for the placement of public art on department facilities.

BPRD shall take responsibility for custodial maintenance (trash removal cleaning, removal of graffiti) landscape maintenance, and basic repairs and maintenance on the monument within the limit of staff's expertise. ESD will oversee any work or repairs done by independent contractors. BPRD reserves the right to relocate and remove the monument if conditions warrant.

The CJC shall deliver to BPRD the one time required maintenance endowment funding of \$2,500 before any work proceeds. They shall also verify the presence of all public and private buried utilities before commencing with the work. The CJC shall be responsible for the legal disposal of any remediated coal ash and cinder soils excavated as part of the project. All construction activities are to be coordinated in advance with BPRD and to ensure the uninterrupted safe use by the public of the B-Line Trail. The tentative dedication date for the project is October 24, 2020.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director



Approximate location

COOPERATIVE MONUMENT AGREEMENT

B-LINE TRAIL/Wonderlab Plaza

This agreement is made and entered into this **23rd** day of June, 2020, by and between the City of Bloomington Parks and Recreation Department (BPRD) and the Artisan Alley (ASA) for the construction and installation of the Captain Janeway Monument,

WHEREAS, the BPRD supports the installation of public artwork and suitable public artworks in the community; and

WHEREAS, the ASA requests permission to construct the Captain Janeway Monument, to celebrate the fictional captain of the Star Trek Voyager, who is to be born in Bloomington in May, 2336, to be located on the B-Line Trail at **Wonderlab Plaza** (see Attachment A); and

WHEREAS, the BPRD supports the Captain Janeway Monument project and its construction on the B-Line Trail.

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

- 1.0. Purpose: This agreement outlines a partnership which will permit ASA to fund and oversee the construction of the Captain Janeway Monument on a designated site on the B-Line Trail, with ongoing maintenance of the monument to be provided by the BPRD staff, the costs of which will be funded in part by a maintenance endowment fund to be provided by the ASA.
- 2.0. Duration: This agreement begins on June 24, 2020, and expires on December 31, 2020, or upon completion of the construction project and acceptance by BPRD, whichever is earlier, unless terminated earlier as provided for in Article 9.
- 3.0. Mutual terms: The parties agree to share all marketing and promotional material before any advertising and to represent all parties in a professional manner.
- 4.0. BPRD agrees to the following:
 - 4.1. Make all reasonable efforts to approve a location for the construction of the Captain Janeway Monument on the B-Line Trail.
 - 4.2. Following acceptance of the monument as provided for in Article 6, perform custodial maintenance on the monument, including trash removal, landscape maintenance, cleaning and removal of graffiti year-round, for the anticipated life of the monument structure. BPRD agrees to perform basic repairs and maintenance on the monument within its expertise. If major repairs beyond BPRD's

expertise are necessary, ASA agrees to make those repairs at its expense. If the monument suffers major damage and cannot be repaired by ASA, and if the endowment fund is insufficient to pay for necessary repairs, BPRD will consult with ASA on removing and disposal of the monument.

- 4.3. Oversee maintenance and repair tasks performed by Parks staff that may be required over the anticipated life of the monument structure. Economic and Sustainable Development staff will oversee any such work done by independent contractors.
- 5.0. ASA agrees to the following:
 - 5.1. Ensure the monument maintenance endowment funding of \$2,500 is delivered to BPRD before any construction activities commence. No work shall commence until full payment is received and all required project approvals and permits have been obtained by ASA and provided to BPRD.
 - 5.2. Secure all permits and approvals required for construction of the monument.
 - 5.3. Verify the location of all buried public and private utilities before construction activities commence.
 - 5.4. Oversee and assume responsibility for any removal, excavation or disturbance of soils on the B-Line Trail related to the monument construction and installation.
 - 5.5. Manage the disposal of all excavated soils below a depth of 12 inches in accordance with all applicable federal and state laws, following instructions provided by the Indiana Brownfield Program per the City of Bloomington's Environmental Restrictive Covenant on the B-Line Trail, and provide copies to BPRD of all manifests, landfill documentation, etc., related to legal off-site soil disposal.
 - 5.6. Oversee and assume financial responsibility for any additional soil sampling below the clean soil remediation cap of 12 inches that may be required to comply with specific landfill disposal requirements or to determine if the excavated material is suitable for on-site use.
 - 5.7. Oversee all work by the project contract, including site cleanup and turf restoration, and serve as the point of contact with BPRD and any other City or County department related to local construction activities, permits, and any other related issues.
 - 5.8. Coordinate construction activities with the contractor and BPRD to assure the continued safe use of the B-Line Trail, with minimum interruption.

- 6.0. Approval and acceptance
- 6.1. ASA shall notify BPRD in writing when all services have been completed in substantial conformity with the requirements of this Agreement and that the Captain Janeway Monument is ready for approval and acceptance.
 - 6.2. The BPRD shall, within ten days after receiving the written notice, notify the ASA of its final acceptance of the Monument ("Final Acceptance"). Final Acceptance shall be understood to mean that the BPRD acknowledges completion of the Monument in substantial conformity with the Final Design, and that BPRD confirms that all of CFC's Services have been completed. So long as the Monument has been completed in substantial compliance with the Final Design and all related specifications, the City shall accept the Artwork.
 - 6.3. If BPRD disputes that all of the Services have been performed, BPRD or its designee shall notify ASA in writing of those services that ASA has failed to perform within ten days after the ASA has submitted written notice under 6.1. Except as set forth in 6.4, ASA shall promptly perform those services indicated by the City.
 - 6.4. If ASA disputes the BPRD's determination that not all Services have been performed, it shall submit reasons, in writing to the BPRD or its designee, within ten days of BPRD's notification. BPRD shall make reasonable efforts to resolve the dispute with ASA in good faith. However, final determination as to whether all Services have been performed shall remain with the BPRD.
 - 6.5. With three (3) days of resolution of any disputes that arise under 6.2, the BPRD or its designee shall notify ASA of its Final Acceptance of the Monument.
 - 6.6. After Final Acceptance of the Monument, ASA representatives shall be available at such time(s) as may be mutually agreed upon by BPRD and ASA to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Monument. The BPRD or its designee shall be solely responsible for coordinating public information materials and activities related to public presentations.
- 7.0 Insurance: ASA shall obtain a certificate of insurance from any project contractor(s) evidencing general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any insurance policy or policies required by this Agreement shall name the City of Bloomington as an additional insured, and ASA shall

provide BPRD with a copy of the certificate(s) before beginning construction under this Agreement. The policy shall contain a provision indicating that BPRD will receive ten (10) days prior written notice of any insurance cancellation.

- 8.0 Indemnification: ASA agrees to release, hold harmless and forever indemnify the City and its employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.
- 9.1 BPRD is under no obligation to raise funds in support of the project, or to use its own funds to assist with completion of its construction.
- 9.2 BPRD reserves the right to relocate the structure should such action be necessary, for reasons including but not limited to property development, vandalism, public safety, or interference with park or City of Bloomington operations. BPRD will provide ASA written notice of its intent to remove or relocate the structure with 60 days' notice when reasonably possible. Following notice from the BPRD to the ASA, BPRD will coordinate with ASA on the removal and relocation of the monument from the site if required. If ASA determines that relocation is not feasible, the monument will be removed at the expense of, and become the property of, BPRD.
- 10.0 Notice regarding any significant concerns or breaches of this Agreement shall be given to these contacts as follows:

Bloomington Parks and Recreation

Dave Williams / Mark Marotz

401 N. Morton Street, Suite 250

Bloomington, IN 47404

williamd@bloomington.in.gov

Artisan Alley

Adam Nahas

222 W. 2nd Street

Bloomington, IN 47403

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

CITY OF BLOOMINGTON

ARTISAN ALLEY

Philippa M. Guthrie,
Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

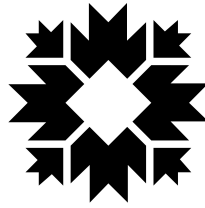
Kathleen Mills, President
Board of Parks Commissioners

APPENDIX "A"

Approximate location to be on southwest corner of B-Line Trail at WonderLab Plaza shown below. Final location to be confirmed in the field following verification of buried utility locations.







CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-7
Date: 6-18-2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: **June 23, 2020**
SUBJECT: **Parking Space Lease Agreement**
SCIHO-Switchyard Apartments, LLC

Recommendation

Staff recommends approval of a one year (renewable) parking space lease agreement with Switchyard Apartments, LLC.

Background

South Central Indiana Housing Opportunities (SCIHO) was granted a 99 year lease on property owned by the City for the purpose of constructing affordable apartments. The original project proposal included two apartment buildings with on-site parking. SCIHO was unable to secure the required funding to build both buildings and had to further reduce construction costs by reducing the number of parking spaces on-site to two handicapped accessible spaces.

SCIHO has requested consideration from the department for use of five (5) spaces in the main Rogers St. parking lot of Switchyard Park for their tenants. The proposed lease agreement includes the following provisions:

1. The five (5) spaces are not designated or reserved. There are no guarantees that spaces will be available to tenants.
2. SCIHO shall administer and manage the leased parking agreement with their tenants and shall assume all costs for parking permit tags that are required to be displayed in the tenant's vehicle.
3. Vehicles with expired permits, abandoned vehicles, guest vehicles without a permit, may be towed at Owner's expense after park closing hours of 11pm.
4. Tenants parking permit is not transferable. Tenants shall park only the vehicle which has been permitted.
5. Inoperable vehicles, vehicles leaking fluids, shall be removed by the tenant within five (5) days. Only emergency vehicle repairs may be conducted on park property.
6. Motorcycles and cars are eligible for permit parking. Trailers, motor homes, and buses are not eligible for a permit.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dave Williams", with a long horizontal flourish extending to the right.

Dave Williams, Operations Director

**PARKING SPACE LEASE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SCIHO-SWITCHYARD APARTMENTS, LLC**

This lease agreement (“Lease”), entered into on this ____ day of _____, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Lessor”), and SCIHO-Switchyard Apartments, LLC (“Lessee”),

WITNESSETH:

WHEREAS, the Lessee wishes to lease from Lessor five parking spaces in Lessor’s Switchyard Park parking lots; and

WHEREAS, the Lessor agrees to lease to Lessee five parking spaces in Switchyard Park parking lots subject to certain terms and conditions;

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

Article 1. Lease Terms and Conditions

- 1.1 Term of Lease** This Lease is effective upon the date of execution first indicated above and shall last for a term of 12 months. The Lease shall automatically renew year after year unless terminated in accordance with the provisions herein.
- 1.2 Lease of Spaces** Lessor hereby leases to Lessee five unspecified parking spaces (“Spaces”) upon the Switchyard Park property parking lots for use by Lessee’s contractual tenants (“Tenants”). Lessor shall not charge rent to Lessee. The Spaces are not designated or reserved. Lessor makes no guarantee or representation that Spaces will always be available to Tenants, especially during events or at times of peak usage of Switchyard Park where a parking.
- 1.3 Administration of Tenant Permits** Lessee will administer application and authorization of Tenant use of the Spaces, including assigning and managing parking permits for authorized vehicles. Lessee shall provide permit tags to Tenants to display in Tenants’ vehicles. Such tags shall contain a unique permit number and date of expiration. Permit tags shall be conspicuously displayed and in substantial compliance with the following template:



Lessee shall document the year, make, model, color, license plate number, and V.I.N. for the vehicle affiliated with each permit number. Lessee shall also document the full name and contact information for the Tenant affiliated with the permit number. Lessee shall provide this documentation to Lessor at or prior to issuing a parking permit to Tenant.

- 1.4 No Reserved Spaces** Tenant vehicles assigned a permit shall not have a reserved parking space in the Park. Tenant may park the vehicle at a parking space at any lot in the Park. However, there may be times of peak usage in the Park where a parking space is not available. When Spaces are unavailable, Tenant and Lessee shall be responsible for locating alternative parking for Tenant's vehicles until Spaces become available.
- 1.5 Tenant Access to Spaces in Switchyard Park** Tenant access to Switchyard Park and Spaces, by vehicle or on foot, shall only be via established routes in and out of Switchyard Park. As of the date of execution of this Lease, there is not currently a path directly from Switchyard Apartments to the Park. At such time that Lessee is prepared to construct a direct path, Lessee shall consult with Lessor for a mutually compatible plan for construction of a path to Switchyard Park to ensure consistency in design aesthetics and quality.
- 1.6 Lessee Responsibilities as to Tenant use of Spaces** Lessee has a non-delegable duty to ensure that Tenant vehicles utilizing the Spaces abide by the following rules and regulations:
- a. Tenants must apply for and have a Parking Permit issued by SCIHO-Switchyard Apartments, LLC in order to be eligible for Spaces.
 - b. Vehicles parked with expired Permits shall be subject to towing.
 - c. Motorcycles or cars are eligible for a Parking Permit.
 - d. Commercial vehicles, trailers, motor homes, and buses owned or used by Tenants are not eligible for a Parking Permit.
 - e. Tenants shall park only the vehicle which has been permitted by Lessee in Spaces.

- f. Tenants will abide by all applicable laws in regard to the ownership and operation of motor vehicles, including without limitation Indiana registration, licensing, insurance, and operability laws.
- g. Vehicles must not leak any fluids while parked in Switchyard Park. If a vehicle does leak fluids, Lessee and/or Tenant shall be responsible for the immediate cleanup of the fluids and any cost incurred therefore, including pavement repair. If Lessor is required to make any repairs or remediation as a result of leaked fluids from Tenant vehicles, Lessee agrees to indemnify and make Lessor whole for costs incurred for such repairs or remediation. Any inoperable vehicles shall be removed by Tenants within 5 days. Inoperable vehicles remaining in Spaces after 5 days may be removed or towed by Lessor at Tenant's expense after the fifth day without notice.
- h. Tenant's parking permit must be conspicuously displayed at all times.
- i. Tenant's parking permit is not transferable from one vehicle to another. Tenants are not allowed to sublet, transfer, exchange, or lend to any other person their assigned permit.
- j. ONLY EMERGENCY REPAIRS may be conducted in upon Switchyard Park property, such as changing flat tire or battery replacement.
- k. Washing and cleaning Tenant vehicles, including motorcycles, is not allowed on Park property.
- l. Unauthorized and/or improperly parked vehicles are subject to removal by towing at the owner's expense.
- m. Any vehicle may be removed by Lessor without prior notice to the Tenant in emergency situations, including but not limited to situations requiring access or egress by police, fire, and other emergency vehicles or leaking a fluid that presents a hazard or threat to persons or property.
- n. A vehicle displaying expired license plates may be removed by the Lessor or Lessee after the owner or operator of the vehicle is given at least 10 days written notice that the vehicle will be towed from the premises. Towing shall be at the permitted Tenant's expense.
- o. Guests or visitors of Tenants at Switchyard Apartments shall not park vehicles in Switchyard Park. Any unauthorized guest or visitor vehicles will be subject to towing or removal by Lessor or Lessee.
- p. Tenant shall agree to maintain insurance on Tenant's vehicle utilizing the Spaces as required by Indiana law and the Indiana Bureau of Motor Vehicles. Tenant must agree to release, waive, discharge, and covenant not to sue Lessor, its directors, officers, employees, and agents from any and all liability to Tenant, Tenant's personal representative, or heirs, for any loss, theft, damage, claim or demands on account of damage, injury or loss to Tenant's property as a result of use of the Spaces, whether caused by the

negligence of the Lessor, its directors, officers, employees, or agents.

- 1.7 Enforcement** Lessor and Lessee have the right to enforce the terms of this Lease against Lessee's Tenants, including without limitation towing, at Tenant's expense, vehicles in Switchyard Park which are improperly parked, abandoned, or otherwise in violation of this Lease or any other law, ordinance, or regulation. All towing initiated by Lessee shall be with the knowledge and approval of the Lessor. Lessee shall have a non-delegable duty to ensure its Tenants' compliance with the terms of this Lease. Lessee understands that a violation of the terms of this Lease by its Tenants shall be imputed to Lessee and constitute a breach of this Lease by Lessee.

Article 2. Cooperation

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

Article 3. Termination

In the event of a substantial failure to perform in accordance with the terms of this Lease by Lessor, Lessee, or Lessee's Tenants, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Either party may terminate this agreement without cause, and without further liability by giving not less than 60 days prior written notice.

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

Lessor shall not have any obligation to insure Tenant vehicles utilizing the Spaces, or any personal property of Tenants maintained within those vehicles, against loss, damage, theft, or destruction of any kind. Lessee hereby agrees to indemnify and hold harmless Lessor against any and all claims of liability for loss or damages to Tenant's property including but not limited to theft, collision, fire, acts of god, weather, and construction arising out Tenant's use of the Spaces under this Lease.

Article 5. Waiver

No failure of either party to enforce a term of this Lease 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 Lease shall be considered to be a waiver of any other term or breach thereof.

Article 6. Severability

The invalidity, illegality or unenforceability of any provision of this Lease or the occurrence of any event rendering any portion or provision of this Lease void shall in no way affect the validity or enforceability of any other portion or provision of this Lease. Any void provision shall be deemed severed from this Lease, and the balance of the Lease 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 Lease 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 Lease from being void should a provision which is of the essence of this Agreement be determined void.

Article 7. Assignment

Lessee shall not assign any rights or duties under this Lease without the prior written consent of Lessor. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Lease.

Article 8. Third Party Rights

Nothing in this Lease shall be construed to give any rights or benefits to anyone other than the Lessor, Lessee, and Lessee's Tenants who are awarded Spaces.

Article 9. Governing Law and Venue

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

Article 10. Non-Discrimination

Lessee shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, assignment of Spaces. Lessee 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 Lessee believes that a City employee engaged in such conduct towards Lessee and/or any of its Tenants, Lessee may file a complaint with the City department party to this Lease, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 11. Notices

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

Lessor:	Lessee:
City of Bloomington	SCIHO-Switchyard Apartments, LLC
Attn:	Deborah L. Myerson
401 N. Morton, Suite 250	1007 N Summit St
Bloomington, Indiana 47402	Bloomington, IN 47404

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

Article 12. Intent to be Bound

Lessor and Lessee 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 Lease, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Lease.

Article 13. Integration and Modification

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

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

CITY OF BLOOMINGTON

SCIHO-Switchyard Apartments, LLC

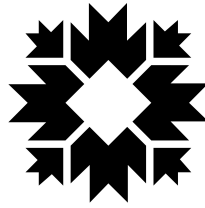
Philippa M. Guthrie, Corporation Counsel

Deborah L. Myerson, Executive Director

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-8
Date: 6-18-2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: **June 23, 2020**
SUBJECT: **ADDENDUM to Memorandum of Understanding
Miller- Showers Park Sidewalk Construction by Collegiate Development**

Recommendation

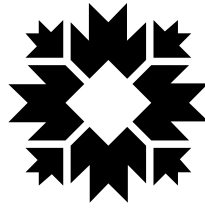
Staff recommends approval of the Addendum to the MOU for sidewalk construction in Miller-Showers Park by Collegiate Development.

Background

The original MOU was approved by the Board at the 4/28/20 meeting. Collegiate Development has requested an addendum to the agreement that addresses possible assignment or sale of this project to another developer so they would be permitted to perform the work outlined in the original MOU. City Legal authored the proposed amendment for the Board's consideration.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

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

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: **June 23, 2020**
SUBJECT: **AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND BLUESTONE TREE LLC FOR ASH REMOVAL WITHIN WINSLOW SPORTS COMPLEX**

Recommendation

Staff recommends approval of a contract with Bluestone Tree LLC for removal of a large ash tree within the Winslow Sports Complex.

Total Project: \$4,322.00

Funding Source: 200-18-189503-53990

Background

Bluestone Tree LLC will provide removal services for a declining ash tree within the Winslow Sports Complex. The tree is in decline and has the potential to pose a threat to people and property if not removed. The size of the tree and locations requires a contractor to be used for removal.

RESPECTFULLY SUBMITTED,

Erin Hatch, Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE LLC
FOR
ASH REMOVAL IN WINSLOW SPORTS COMPLEX**

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

WITNESSETH:

WHEREAS, the Department wishes to remove an Ash tree within Winslow Sports Complex; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the tree removal (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 Erin Hatch 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 Four Thousand Three Hundred Twenty-Two Dollars and zero cents (\$4,322.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Bluestone Tree LLC
Attn: Erin Hatch	Jerad Oren
401 N. Morton, Suite 250	PO Box 345
Bloomington, Indiana 47402	Clear Creek, IN 47426

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

BLUESTONE TREE, LLC

Philippa M. Guthrie, Corporation Counsel

Jerad Oren, Owner

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Bluestone Tree will remove a 36” DBH Ash tree within the Winslow Sports Complex. Tree will be drop and cut into smaller sections to be left within the naturalize section.

EXHIBIT B

“Project Schedule”

All work to be completed by no later than December 31, 2020.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Bluestone Tree LLC

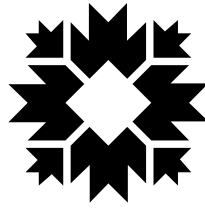
By: _____

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____.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

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

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: **June 23, 2020**
SUBJECT: **AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND BLUESTONE TREE LLC FOR STREET TREE REMOVAL**

Recommendation

Staff recommends approval of this contract with Bluestone Tree LLC for removal of a street tree at 1103 N Oolicit Dr.

Total Project: \$2,592.10

Funding Source: 200-18-189503-53990

Background

Bluestone Tree LLC will provide removal services for a declining City tree near 1103 N Oolicit Dr. within the public right-of-way. The tree is in decline and has the potential to pose a threat to people and property if not removed. The size of the tree requires a contractor to be used for removal.

RESPECTFULLY SUBMITTED,

Erin Hatch, Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE LLC
FOR
STREET TREE REMOVAL**

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

WITNESSETH:

WHEREAS, the Department wishes to remove a tree at 1103 N Oolitic Dr within the public right-of-way; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the tree removal (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 Erin Hatch 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 Two Thousand Five Hundred Ninety-Two Dollars and ten cents (\$2,592.10). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department’s prerogative at any time upon 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	Bluestone Tree LLC
Attn: Erin Hatch	Jerad Oren
401 N. Morton, Suite 250	PO Box 345
Bloomington, Indiana 47402	Clear Creek, IN 47426

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

BLUESTONE TREE, LLC

Philippa M. Guthrie, Corporation Counsel

Jerad Oren, Owner

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Bluestone Tree will remove a 36” DBH tree at 1103 N Oolitic Dr. Cut will be cut low, and all debris removed from site.

EXHIBIT B

“Project Schedule”

All work to be completed by no later than December 31, 2020.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Bluestone Tree, LLC

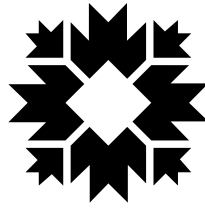
By: _____

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__.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-10
Date: 6-18-2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson- Community Events Manager
DATE: **June 23, 2020**
SUBJECT: **SERVICE CONTRACT FOR IZZY'S RENTAL- HANDWASHING STATIONS**

Recommendation

Staff recommends approval of the contract for Izzy's Rental for the delivery and pick up of two handwashing stations to the Bloomington Community Farmers' Market on Saturday's The contact is to not exceed \$10,000 and will be paid out of 201-18-186503-3990.

Background

The Parks and Recreation Department has worked with Izzy's Rental for the delivery and pick up of port o potties in the past and has had a good relationship with the company. They have delivered the handwashing stations on time and in good working order. The handwashing stations were suggested by the Monroe County Health Department in an effort to stop the spread of Covid-19. The contract will continue for as long as the need arises with Covid-19.

RESPECTFULLY SUBMITTED,

Leslie Brinson, Community Events Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
IZZY'S RENTALS
FOR
RENTAL OF HAND WASHING STATIONS**

This Agreement, entered into on this ____ day of _____, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Izzy's Rentals ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to rent and have delivered hand washing stations; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the rental and delivery of hand washing stations (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 Saturday morning for the Market Season 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 Leslie Brinson, Community Events Manager as the Department's Project Manager.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed ten thousand dollars (\$10,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Leslie Brinson
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.

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

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.

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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.

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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.

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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.

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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.

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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	Izzy's Rental
Attn: Leslie Brinson	Attn: Kevin Kerr
401 N. Morton, Suite 250	9015 S. Gore Road
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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

Article 25. Intent to be Bound

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

and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Izzy's Rentals

Philippa M. Guthrie, Corporation Counsel

Kevin Kerr, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Delivery and pick up of two hand washing stations prior to the start of market (7:30am) and after the completion of market (3:00pm). Hand washing stations will be stocked with paper towel, soap and water.

Pricing: \$125 per handwashing station per day plus a \$100 delivery fee.

EXHIBIT B

“Project Schedule”

Delivery and pick up of two hand washing stations prior to the start of Saturday market (7:30am) and after the completion of market (3:00pm). Delivery should continue until notified by Parks and Recreation staff.

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.

Izzy's Rental

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public