



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/97789394726?pwd=Yyt2Lys1SG1JWFVKTm1wcGdBMkUxQT09>

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, July 28, 2020 4:00pm – 5:30pm

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of June 23, 2020
- A-2. Approval of Claims Submitted June 23, 2020 – July 27, 2020
- A-3. Approval of Non-Reverting Budget Amendment
- A-4. Review of Business Report
- A-5. Approval of Surplus

B. PUBLIC HEARINGS/APPEARANCES

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

C. OTHER BUSINESS

- C-1. Review/Approval of service agreement with Photizo, LLC. for facility painting, exterior window cleaning, and construction clean-up at facilities in Sports Division (Daren Eads)
- C-2. Review/Approval of contract with Tennis Technology, Inc. for Bryan Park tennis courts coating and lining (John Turnbull)
- C-3. Review/Approval of addendum with Monroe County Civic Theater for updated Performance dates (Crystal Ritter)
- C-4. Review/Approval of consultant contract with Cornerstone Planning & Design Inc. for scatter gardens at White Oak Cemetery (Barb Dunbar)
- C-5. Review/Approval of contract with J.R. Ellington Tree Expert, Co. for emergency ash tree removals at Park Doral Apartments (Erin Hatch)
- C-6. Review/Approval of contract with for J.R. Ellington Tree Expert for hazardous tree removal at Cascades Golf Course (Erin Hatch)
- C-7. Review/Approval of contract with Bluestone Tree LLC for various hazardous tree removals, (Erin Hatch)
- C-8. Review/Approval addendum to Bartlett Tree Contract for Emerald Ash Borer treatments (Erin Hatch)
- C-9. Review/Approval of consultant contract with WEST Inc. for Griffy Lake Nature Preserve Master Plan update (Steve Cotter)
- C-10. Review/Approval of contract addendum with Mader Design for Griffy Loop Trail (Steve Cotter)
- C-11. Review/Approval design contract with Aztec Engineering Group, Inc. for the Bicentennial Duke Trail (Dave Williams)
- C-12. Review/Approval of contract with Wylie Floor covering for Banneker kitchen floor (Erik Pearson)

- C-13. Review/Approval of Banneker Advisory Council recommendation for street mural projects

(Erik Pearson)

D. REPORTS

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

ADJOURNMENT

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

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



A-1
07-28-2020

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, June 23, 2020
4:00 p.m. – 5:30 p.m.

Zoom Meeting

CALL TO ORDER

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

Kathleen Mills introduced new Park Board Member Ellen Rodkey.

Board Present: Kathleen Mills, Israel Herrera and Ellen Rodkey

Staff Present: Paula McDevitt, Dave Williams, Becky Higgins, John Turnbull, Julie Ramey, Kim Clapp, Crystal Ritter, Erik Pearson, Marcia Veldman, Rebecca Jania,, Erin Hatch and Leslie Brinson.

A. CONSENT CALENDAR

- A-1. Approval of Minutes of May, 25th 2020 meeting
- A-2. Approval of Claims Submitted May 25, 2020 through June 22, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

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

B. PUBLIC HEARINGS/APPEARANCES - None

B-1. Public Comment Period

Board received comments from Nathan Mutchler regarding the Farmers' Market

Board Comments: *Kathleen Mills stated* she appreciated the comment, and the statements from the June Farmers' Market Advisory Council meeting. Last week's meeting provided a good opportunity to have some conversations that we needed to have.

B-2. Bravo Award – None

B-3. Parks Partner Award – None

B-4. Staff Introductions

Ashley Mull, Intern is currently attending Hanover College, where she is studying Political Science, Environmental Studies, and History. Ashley became interested in the relationship between government agencies and the environment, while studying abroad in Ecuador and Peru. She plans to attend law school, where she will study environmental law.

Aaron Clark, Intern is currently a rising 2nd year Master of Public Health student at Indiana University, with studies concentrating in Public Health, Administration and Physical Activity. Aaron's desire to intern for the Parks and Recreation Department stems from his degree focus, and being a seven-year resident of Bloomington.

Board Comments: the Board welcomed Ashely Mull and Aaron Clark.

C.OTHER BUSINESS

C-1 Review/Approval of Contract with Troyer Group, Inc.

Paula McDevitt, Director the Department wishes to update the 5 year master plan. The Department requires the services of a professional contractor to complete a comprehensive 2021-2025 Master Plan. Staff recommends approval of this contract with Troyer Group, Inc. in an amount not to exceed \$72,500. This project is funded Administration General Fund (\$50,000) and Non-Reverting Fund (\$22,500).

Jonathan Geels gave an overview of Troyer Group and project scope:

Troyer Group

- Founded in 1971
- Team primarily focuses on public sector clients
- Extensive team experience
- Sustainability, resilience, and public engagement leaders
- Data driven approach

Project Scope

- Review past plans, facilities and programs
- Community needs assessment
- Analysis of maintenance, recreation, and administrative delivery systems
- Public participation
- Address IDNR, CARPA, and NRPA park master plan requirements
- Strategies and action plans for park programs and operations
- Strategies and action plans for park facilities and capital equipment

Board Comments: Ellen Rodkey acknowledge the timeline has been pushed backed, and appreciates this can be done under the current circumstance, while still meeting the deadline. Israel Herrera inquired if there were any ideas on how the public engagement will be done in the fall. Jonathan Geels responded a couple of different strategies must be employed to meet the requirements. Public meetings must be done in person, an online whiteboard platform can be used. This allows people to engage both in the presentation, and participate in actives hosted in the room. A couple of pop-up-engagements are purposed. Giving an opportunity to get out in the community, and to get feedback from as many participants as possible. Paula McDevitt stated, pending the approval of this contract. With the tight timeline, work on the project will begin as soon as possible. Israel Herrera inquired if the survey will be used to access the community needs. Jonathan Geels responded, to track data over a longer period of time, the survey will be consistent with what was used in the past. The survey needs to reach many different people, including those with more contemporary needs. Troyer Group will work closely with Park staff to address the types of survey questions to be used. To reach multi facets of the community, the survey will be multi lingual. The survey is just one part of the overall public engagement process.

Ellen Rodkey made a motion to approve the partnership with Troyer Group, Inc. 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 Boys and Girls Club

Erik Pearson, Facility/Program Coordinator there is a need to provide underserved residents with food during COVID-19. The purpose of this agreement, is to outline a program partnership which will allow the Ferguson Crestmont Boys and Girls Club to continue collecting food for members/families from community donors during the summer of 2020,

and store such food at the Banneker Community Center. Staff recommends approval of this partnership with Boys and Girls Club.

Ellen Rodkey made a motion to approve the partnership with Boys and Girls Club of Bloomington. *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 Appointment to Banneker Community Center Advisory Council

Erik Pearson, Facility/Program Coordinator staff recommends approval to add Nichelle Whitney as a member of the Banneker Community Center Advisory Council. Nichelle is a 9 year community member in Bloomington, and has volunteered at Banneker Community Center for 7 years. Nichelle works in higher education, where they partner with community-based organizations to address social service needs as they intersect with education. Nichelle is interested in being a part of strategic efforts and planning that impact the success and development of Banneker Community Center families.

Board Comments: *Israel Herrera inquired* how many members were on the Banneker Community Center Advisory Council. *Erik Pearson responded* thirteen. There is a minimum of twelve members, but we continue to accept applications. The goal is to have a very diverse group that can provide different prospective.

Ellen Rodkey made a motion to approve the appointment of Nichelle Whitney to the Banneker Community Center Advisory Council. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

C-4 Review/Approval of Second Addenda to the Farmers' Market Vendor Contracts

Marcia Veldman, Farmers' Market Coordinator due to COVID 19, the structure of the Farmers' Market needs to be changed. This addenda will allow for the flexibility needed to meet the rapidly evolving situation caused by the virus. Changes include fee structure, online Market, suspension of point system, and allowance to utilize stand assistants. Staff recommends approval of this second addenda.

Ellen Rodkey made a motion to approve the Second Addenda to the Farmers' Market Vendor Contracts. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

C-5 Review/Approval of Partnership Agreement with Monroe County History Center

Crystal Ritter, Community Events Coordinator the Department wishes to provide cemetery tours of Rose Hill Cemetery to the general public. The purpose of this agreement is to outline a program partnership that will provide educational and engaging cemetery tours through the "Dearly Departed Cemetery Tours" program. Staff recommends approval of this Partnership Agreement with Monroe County History Center. Gross revenue will be split 50/50.

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

C-6. Review/Approval of Cooperative Monument Agreement with Artisan Alley

Sean Starowitz, Assistant Director of the Art The Department supports the installation of public artwork and suitable public artworks in the community. This agreement outlines a partnership which will permit Artisan Alley (ASA) to fund and oversee the construction of the Captain Janeway Monument on a designated site on the B-Line Trail. Ongoing maintenance of the monument is to be provided by the BPRD staff, the costs of which will be funded in part by a maintenance endowment funded to be provided by the ASA. Staff recommends approval of this partnership with Artisan Alley.

Peter, the Captain Janeway Group the character of Captain Janeway of Star Trek Voyager will be born in Bloomington in May 20, 2336. It is mentioned in the show, and greatly detailed in the novels. Captain Janeway is a role model, and an inspiration to generations of young women. That is the guiding force on why we are doing this project. She was a

scientist, and is being located next to the WonderLab, where young people are going to learn about the future legacy, and all the people that are inspired by her.

Adam Nahas with Artisan Alley, we are the fiscal sponsor the Janeway Group, we have helped with fund raising, and technical details. We are working with a number of local contractors to make sure this piece happens. We were on schedule to be done the end of October. Patina has been finalized, a few small details need to be added and polished, and then it will be attached to the limestone base. Later on before installation, the information table and aluminum plate will be attached.

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

C-7. Review/Approval of Switchyard Park Space Lease – SCIHO-Switchyard Apartments, LLC

Dave Williams, Operations Director due to the limited amount of parking spaces, the SCIHO-Switchyard Apartments, LLC wishes to lease five parking spaces in the Switchyard Park parking lot. This lease shall last for a term of 12 months, and will automatically renew year after year, unless otherwise terminated. The unspecified parking spaces in the SYP parking lot shall be for use by SCIHO tenants. SCIHO will not be charged rent for the use of the five parking spaces. Staff recommends approval of this lease agreement with SCIHO.

Deborah Myerson, Executive Director thanked the Parks Department and the Board of Park Commissioners for this consideration. Shared parking is an important part of housing affordability, because the cost of paved parking is really expensive. Original plans were to provide one to one ratio, eight units to eight parking spaces. With rising construction cost, and the City's progressive policy of not requiring a minimum number of parking spaces. The permit, did not require we build the parking spaces, but we still needed to figure out where tenants could park. This shared parking provides an opportunity to support the affordable apartments.

Paula McDevitt, Director congratulated Deborah Myerson on the project.

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

C-8. Review/Approval of MOU Addendum with Collegiate Development Group

Dave Williams, Operations Director the Board approved the original MOU with Collegiate Development Group (CDG) to construct a sidewalk at the Millers-Showers Park, on April 28, 2020. CDG and Bloomington Parks and Recreation wish to addend the MOU, to permit CDG to assign its obligations under the MOU to a subsequent purchaser or successor to the CDG Project. Staff recommend approval of the Addendum with CDG.

Ellen Rodkey made a motion to approve the Addendum with Collegiate Development Group. *Israel Herrera* seconded the motion. Any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

C-9 Review/Approval of Two Contracts with Bluestone Tree, LLC

Erin Hatch, Urban Forester the Department wishes to remove an Ash tree within Winslow Sports Complex. The Department requires the services of a professional contractor to remove the 36" Ash tree, the tree will be dropped and cut into smaller sections to be left within the naturalize section. Staff recommends approval of this contract with Bluestone Tree, LLC. Total cost of this project is not to exceed \$4,322, funding will be from the Urban Forestry General Fund

Ellen Rodkey made a motion to approve the contract with Bluestone Tree, LLC for removal of tree within Winslow Sports Complex. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

Erin Hatch, Urban Forester the Department wishes to remove a tree at 1103 N Oolitic Drive, within the public right-of-way. The Department requires the services of a professional contractor to remove the 36" tree, cut will be cut low, and

all debris removed from site. Staff recommends approval of this contract with Bluestone Tree, LLC. Total cost of project is not to exceed \$2,592.10, funding will be from Urban Forestry General Fund.

Ellen Rodkey made a motion to approve the contract with Bluestone Tree, LLC for removal of tree at 1103 N Oolitic Drive. *Israel Herrera* seconded the motion. *Kathleen Mills* any public comments or questions seeing none. Vote taken, motion unanimously carried 3-0.

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

Leslie Brinson, Recreation Manager in an effort to help prevent the spread of Covid-19, the Department wishes to provide handwashing stations at Saturdays Farmer's Market. The Department requires the services of a professional contractor to delivery two hand washing stations prior to the start of Saturday market (7:30am), and to pick up after the completion of the market (3:00pm). Handwashing stations will be stocked with paper towel, soap and water. Staff recommends approval of this contract with Izzy's Rental. Cost will be \$125 per handwashing station per day, plus \$100 delivery fee. Funding will be from the Farmers' Market Non-Reverting fund.

Board Comments: *Kathleen Mills inquired* if there has been any discussions to provide handwashing stations at other events. *Leslie Brinson responded* the topic has been discussed. At this time, there has not been an event of that size. If restrooms are available, handwashing stations may not be necessary. Hand sanitizer has been provided at events. Each event will be looked at to determine the needs.

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

Paula McDevitt welcomed *Ellen Rodkey*. Paula thanked the community for bearing with the Department as we managed through COVID-19. There has been disappointment on events that had to be cancelled. Traditional events that not only staff enjoys producing, but the community enjoys attending. Staff is working hard to get back on track in a safe manor. The community will see throughout the Park system, yard signs that are reminding the public of precautions to take while using the parks and playgrounds. The Department is planning for the fall, but public safety is number one as we make decisions, and move through these very unpredictable times. The next Park Board meeting is Tuesday, July 28, 2020.

D Reports

D-1 Recreation Division – None

D-2 Operations Division – None

D-3 Sports Division – None

D-4 Administration Division - None

ADJOURNMENT

Meeting adjourned at 5:00 p.m.

Respectfully Submitted,



Kim Clapp

Secretary Board of Park Commissioners



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	1638292B1	18- Gloves for Covid	Paid by EFT # 36117		06/30/2020	06/30/2020	07/10/2020		07/10/2020	12.00
Account 52110 - Office Supplies Totals									Invoice Transactions 1	<u>\$12.00</u>
Account 53210 - Telephone										
1079 - AT&T	849494855080920	18-May/June Long Distance Charges	Paid by Check # 72044		06/24/2020	06/24/2020	06/24/2020		06/24/2020	57.38
1079 - AT&T	81234937000620	18-AT&T Landlines June Charges	Paid by Check # 72043		06/24/2020	06/24/2020	06/24/2020		06/24/2020	2,066.40
13969 - AT&T Mobility II, LLC	421132X05192020	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045		06/24/2020	06/24/2020	06/24/2020		06/24/2020	29.24
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064		06/29/2020	06/29/2020	06/29/2020		06/29/2020	29.24
Account 53210 - Telephone Totals									Invoice Transactions 4	<u>\$2,182.26</u>
Program 181000 - Administration Totals									Invoice Transactions 5	<u>\$2,194.26</u>
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	421132X05192020	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045		06/24/2020	06/24/2020	06/24/2020		06/24/2020	40.47
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064		06/29/2020	06/29/2020	06/29/2020		06/29/2020	40.47
Account 53210 - Telephone Totals									Invoice Transactions 2	<u>\$80.94</u>
Account 53310 - Printing										
54546 - Charles Y Coghlan, DMD (Office Easel)	91709A	18-Danger Trail Under Construction signs for	Paid by EFT # 36008		06/30/2020	06/30/2020	07/10/2020		07/10/2020	130.00
818 - Everywhere Signs, LLC	56426	18-Peoples Park banner Concert Every Thursday	Paid by EFT # 36037		06/30/2020	06/30/2020	07/10/2020		07/10/2020	100.00
3892 - Midwest Color Printing, INC	INV-13523	18-business cards Barber and Dunbar	Paid by EFT # 36100		06/30/2020	06/30/2020	07/10/2020		07/10/2020	140.62
53125 - Mr. Copy, INC	34710	18-COVID restroom signs for Griffy Lake	Paid by EFT # 36107		06/30/2020	06/30/2020	07/10/2020		07/10/2020	30.60
Account 53310 - Printing Totals									Invoice Transactions 4	<u>\$401.22</u>
Program 181100 - Marketing Totals									Invoice Transactions 6	<u>\$482.16</u>
Program 182001 - Aquatics - Bryan Pool										
Account 52420 - Other Supplies										
54255 - Spear Corporation	307356	18 TLSP SYP Pools Wysiwash Wand and	Paid by EFT # 36150		06/30/2020	06/30/2020	07/10/2020		07/10/2020	264.05
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$264.05</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	421132X05192020	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045		06/24/2020	06/24/2020	06/24/2020		06/24/2020	29.24



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	29.24
Account 53210 - Telephone Totals				Invoice Transactions 2		\$58.48		
Account 53510 - Electrical Services								
223 - Duke Energy	3730-01-0 060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	(205.09)
Account 53510 - Electrical Services Totals				Invoice Transactions 1		(\$205.09)		
Program 182001 - Aquatics - Bryan Pool Totals				Invoice Transactions 4		\$117.44		
Program 182002 - Aquatics - Mills Pool								
Account 52420 - Other Supplies								
54255 - Spear Corporation	307356	18 TLSP SYP Pools Wysiwash Wand and	Paid by EFT # 36150	06/30/2020	06/30/2020	07/10/2020	07/10/2020	264.04
Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$264.04		
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	421132X0519202 0	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045	06/24/2020	06/24/2020	06/24/2020	06/24/2020	81.63
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	81.63
Account 53210 - Telephone Totals				Invoice Transactions 2		\$163.26		
Account 53510 - Electrical Services								
223 - Duke Energy	3730-01-0 060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	(225.72)
Account 53510 - Electrical Services Totals				Invoice Transactions 1		(\$225.72)		
Program 182002 - Aquatics - Mills Pool Totals				Invoice Transactions 4		\$201.58		
Program 182500 - Frank Southern Center								
Account 53510 - Electrical Services								
223 - Duke Energy	3730-01-0 060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	849.01
Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$849.01		
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	11905484520613 20	18-Cable Service	Paid by Check # 72054	06/24/2020	06/24/2020	06/24/2020	06/24/2020	100.98
Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1		\$100.98		
Account 53920 - Laundry and Other Sanitation Services								
53657 - Plymate, INC	2915228	18 - FSC Mat Cleaning	Paid by EFT # 36126	06/30/2020	06/30/2020	07/10/2020	07/10/2020	72.41
53657 - Plymate, INC	2912033	18 - FSC Mat Cleaning	Paid by EFT # 36126	06/30/2020	06/30/2020	07/10/2020	07/10/2020	72.41
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 2		\$144.82		
Program 182500 - Frank Southern Center Totals				Invoice Transactions 4		\$1,094.81		
Program 183500 - Golf Services								
Account 52420 - Other Supplies								
53005 - Menards, INC	50686	18 - Marking Paint	Paid by Check # 72084	06/30/2020	06/30/2020	07/10/2020	07/10/2020	84.42
Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$84.42		



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	421132X0519202 0	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045	06/24/2020	06/24/2020	06/24/2020	06/24/2020	52.39
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	52.39
Account 53210 - Telephone Totals				Invoice Transactions 2				<u>\$104.78</u>

Account 53510 - Electrical Services

223 - Duke Energy	3730-01-0 060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	791.40
Account 53510 - Electrical Services Totals				Invoice Transactions 1				<u>\$791.40</u>

Account 53910 - Dues and Subscriptions

4170 - Comcast Cable Communications, INC	11904858950619 20	18-Cable Service	Paid by Check # 72055	06/24/2020	06/24/2020	06/24/2020	06/24/2020	122.71
Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1				<u>\$122.71</u>

Account 53950 - Landfill

2260 - Republic Services, INC	0694-002556275	18-Landfill July Charges	Paid by EFT # 36131	06/30/2020	06/30/2020	07/10/2020	07/10/2020	234.00
Account 53950 - Landfill Totals				Invoice Transactions 1				<u>\$234.00</u>

Account 53990 - Other Services and Charges

204 - State Of Indiana	61975	18-Background Checks 2 Seasonal Staff	Paid by Check # 72089	06/30/2020	06/30/2020	07/10/2020	07/10/2020	14.00
204 - State Of Indiana	61982	18-Background Checks 20 Seasonal Employees	Paid by Check # 72089	06/30/2020	06/30/2020	07/10/2020	07/10/2020	7.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 2				<u>\$21.00</u>
Program 183500 - Golf Services Totals				Invoice Transactions 8				<u>\$1,358.31</u>

Program 184000 - Natural Resources

Account 52210 - Institutional Supplies

4549 - Kroger Limited Partnership I	162720	18- Griffy Boathouse Cleaning and	Paid by Check # 72059	06/24/2020	06/24/2020	06/24/2020	06/24/2020	44.15
4549 - Kroger Limited Partnership I	108415	18- Griffy Boathouse Cleaning and	Paid by Check # 72059	06/24/2020	06/24/2020	06/24/2020	06/24/2020	47.36
Account 52210 - Institutional Supplies Totals				Invoice Transactions 2				<u>\$91.51</u>

Account 52340 - Other Repairs and Maintenance

394 - Kleindorfer Hardware & Variety	666297	18-screen for rain barrel	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	1.90
394 - Kleindorfer Hardware & Variety	666872	18-materials to make rain barrel for Griffy	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	7.53
394 - Kleindorfer Hardware & Variety	667358	18-downspout for rain barrel at Griffy	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	10.99
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 3				<u>\$20.42</u>

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	669039	18-cable & hardware for Griffy Lake parking lot	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	45.54
394 - Kleindorfer Hardware & Variety	668544	18-wire cable, wire rope clips	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	3.56
Account 52420 - Other Supplies Totals				Invoice Transactions 2				<u>\$49.10</u>

Account 53210 - Telephone



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

13969 - AT&T Mobility II, LLC	421132X05192020	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045	06/24/2020	06/24/2020	06/24/2020	06/24/2020	29.24
13969 - AT&T Mobility II, LLC	9748920X05192020	18-AT&T Wireless April/May Charges	Paid by Check # 72053	06/24/2020	06/24/2020	06/24/2020	06/24/2020	41.61
13969 - AT&T Mobility II, LLC	20X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72063	06/29/2020	06/29/2020	06/29/2020	06/29/2020	41.61
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	29.24
Account 53210 - Telephone Totals				Invoice Transactions 4				\$141.70
Account 53510 - Electrical Services								
223 - Duke Energy	3730-01-060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	30.50
Account 53510 - Electrical Services Totals				Invoice Transactions 1				\$30.50
Program 184000 - Natural Resources Totals				Invoice Transactions 12				\$333.23
Program 184500 - Youth Services -Juke Box								
Account 53610 - Building Repairs								
321 - Harrell Fish, INC (HFI)	W57400	18-AJB Air Conditioner Repair	Paid by EFT # 36051	06/30/2020	06/30/2020	07/10/2020	07/10/2020	105.00
Account 53610 - Building Repairs Totals				Invoice Transactions 1				\$105.00
Program 184500 - Youth Services -Juke Box Totals				Invoice Transactions 1				\$105.00
Program 186500 - Community Events								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	669929	18- Thumb bolt, washer, and nut for speaker	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	1.54
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$1.54
Account 53990 - Other Services and Charges								
976 - Kevin MacDowell	1019	18- 90 minute performance at Peoples	Paid by EFT # 36098	06/30/2020	06/30/2020	07/10/2020	07/10/2020	125.00
6948 - Tamela S Weidner	June 11, 2020	18- 90 minute performance at Peoples	Paid by EFT # 36174	06/30/2020	06/30/2020	07/10/2020	07/10/2020	125.00
6592 - Christopher Salem Willard	2001	18- 90 minute performance at Peoples	Paid by EFT # 36179	06/30/2020	06/30/2020	07/10/2020	07/10/2020	125.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 3				\$375.00
Program 186500 - Community Events Totals				Invoice Transactions 4				\$376.54
Program 187001 - Adult Sports-Softball								
Account 52230 - Garage and Motor Supplies								
293 - J&S Locksmith Shop, INC	209762	18 TLSP Voltage Regulator Sandpro	Paid by EFT # 36072	06/30/2020	06/30/2020	07/10/2020	07/10/2020	92.27
476 - Southern Indiana Parts, INC (Napa Auto Parts)	318243	18 TLSP Battery for sandpro	Paid by EFT # 36149	06/30/2020	06/30/2020	07/10/2020	07/10/2020	33.07
Account 52230 - Garage and Motor Supplies Totals				Invoice Transactions 2				\$125.34
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	667238	18- TLSP Cable Zip Ties	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	77.45
394 - Kleindorfer Hardware & Variety	666832	18-hardware for TLSP concession shield	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	2.56



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

53005 - Menards, INC	50670	18- TLSP Hand Sanitizer Pump Bottles	Paid by Check # 72084	06/30/2020	06/30/2020	07/10/2020	07/10/2020	23.64
54255 - Spear Corporation	307356	18 TLSP SYP Pools Wysiwash Wand and	Paid by EFT # 36150	06/30/2020	06/30/2020	07/10/2020	07/10/2020	336.05
Account 52420 - Other Supplies Totals				Invoice Transactions 4				<u>\$439.70</u>
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products, INC	113303	18- TLSP Staff Shirts	Paid by EFT # 36182	06/30/2020	06/30/2020	07/10/2020	07/10/2020	212.96
Account 52430 - Uniforms and Tools Totals				Invoice Transactions 1				<u>\$212.96</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	421132X05192020	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045	06/24/2020	06/24/2020	06/24/2020	06/24/2020	46.30
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	46.30
Account 53210 - Telephone Totals				Invoice Transactions 2				<u>\$92.60</u>
Account 53510 - Electrical Services								
223 - Duke Energy	3730-01-0060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	458.57
Account 53510 - Electrical Services Totals				Invoice Transactions 1				<u>\$458.57</u>
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002557853	18-Landfill July Charges	Paid by EFT # 36131	06/30/2020	06/30/2020	07/10/2020	07/10/2020	225.00
Account 53950 - Landfill Totals				Invoice Transactions 1				<u>\$225.00</u>
Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 11				<u>\$1,554.17</u>
Program 187202 - Youth Sports-Winslow								
Account 52340 - Other Repairs and Maintenance								
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290015732	18 - Winslow Equipment Tire	Paid by EFT # 35986	06/30/2020	06/30/2020	07/10/2020	07/10/2020	214.52
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 1				<u>\$214.52</u>
Account 53510 - Electrical Services								
223 - Duke Energy	3730-01-0060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	(368.17)
Account 53510 - Electrical Services Totals				Invoice Transactions 1				<u>(\$368.17)</u>
Program 187202 - Youth Sports-Winslow Totals				Invoice Transactions 2				<u>(\$153.65)</u>
Program 187208 - Youth Sports-Olcott								
Account 53510 - Electrical Services								
223 - Duke Energy	3730-01-0060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	(7.91)
Account 53510 - Electrical Services Totals				Invoice Transactions 1				<u>(\$7.91)</u>
Program 187208 - Youth Sports-Olcott Totals				Invoice Transactions 1				<u>(\$7.91)</u>
Program 187500 - Banneker								
Account 53510 - Electrical Services								
223 - Duke Energy	3730-01-0060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	(38.20)
Account 53510 - Electrical Services Totals				Invoice Transactions 1				<u>(\$38.20)</u>



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

Account 53990 - Other Services and Charges

204 - State Of Indiana	61982	18-Background Checks 20 Seasonal Employees	Paid by Check # 72089	06/30/2020	06/30/2020	07/10/2020	07/10/2020	14.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		\$14.00
Program 187500 - Banneker Totals						Invoice Transactions 2		(\$24.20)

Program 188001 - Inclusive Recreation

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	421132X0519202	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045	06/24/2020	06/24/2020	06/24/2020	06/24/2020	23.15
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12- June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	23.15
Account 53210 - Telephone Totals						Invoice Transactions 2		\$46.30
Program 188001 - Inclusive Recreation Totals						Invoice Transactions 2		\$46.30

Program 189000 - Operations

Account 52210 - Institutional Supplies

313 - Fastenal Company	IMBLM219118	18-gloves, bowl cleaner, trash liners	Paid by EFT # 36038	06/30/2020	06/30/2020	07/10/2020	07/10/2020	432.98
9269 - Ferguson Facilities Supply, HP Products #3400	0153337	18-Custodial supplies for shelters/restrooms	Paid by EFT # 36039	06/30/2020	06/30/2020	07/10/2020	07/10/2020	460.00
9269 - Ferguson Facilities Supply, HP Products #3400	CM011575	18-CREDIT - for (5) cs hand soap	Paid by EFT # 36039	06/30/2020	06/30/2020	07/10/2020	07/10/2020	(279.45)
53005 - Menards, INC	49969	18-mop heads & mop for custodial crews	Paid by Check # 72084	06/30/2020	06/30/2020	07/10/2020	07/10/2020	40.74
Account 52210 - Institutional Supplies Totals						Invoice Transactions 4		\$654.27

Account 52230 - Garage and Motor Supplies

476 - Southern Indiana Parts, INC (Napa Auto Parts)	3208573	18-1 gallon antifreeze	Paid by EFT # 36149	06/30/2020	06/30/2020	07/10/2020	07/10/2020	5.99
Account 52230 - Garage and Motor Supplies Totals						Invoice Transactions 1		\$5.99

Account 52310 - Building Materials and Supplies

394 - Kleindorfer Hardware & Variety	669020	18-bags of concrete	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	28.00
394 - Kleindorfer Hardware & Variety	669149	18-plumping parts for spray pad at SYP	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	20.47
394 - Kleindorfer Hardware & Variety	666735	18-bolt & washer for merry go round at SYP	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	.82
394 - Kleindorfer Hardware & Variety	666989	18-sheet metal for trash cans at SYP	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	17.99
394 - Kleindorfer Hardware & Variety	667049	18-materials to convert trash cans at SYP to	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	41.62
53005 - Menards, INC	50296	18-caulking/paint for SYP trash cans	Paid by Check # 72084	06/30/2020	06/30/2020	07/10/2020	07/10/2020	20.92
365 - Rogers Group, INC	0713004277	18-#11 stone	Paid by EFT # 36138	06/30/2020	06/30/2020	07/10/2020	07/10/2020	66.50
365 - Rogers Group, INC	0713005001	18-stone for Schmalz Park	Paid by EFT # 36138	06/30/2020	06/30/2020	07/10/2020	07/10/2020	19.00
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 8		\$215.32

Account 52340 - Other Repairs and Maintenance



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

5415 - Allied Wholesale Electrical Supply, LLC	5571951	18-PVC supplies	Paid by EFT # 35970	06/30/2020	06/30/2020	07/10/2020	07/10/2020	46.89
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290017672	18-tires for mowing crew Hustlers	Paid by EFT # 35986	06/30/2020	06/30/2020	07/10/2020	07/10/2020	365.70
394 - Kleindorfer Hardware & Variety	667048	18-bolt cutters	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	52.99
394 - Kleindorfer Hardware & Variety	667066	18-materials to repair basketball handle at SYP	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	3.31
394 - Kleindorfer Hardware & Variety	667122	18-sloan repair kit	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	49.98
394 - Kleindorfer Hardware & Variety	667268	18-supply lines for Winslow senior side	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	5.18
394 - Kleindorfer Hardware & Variety	667330	18-yard hydrant for Willie Streeter	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	57.99
6262 - Koenig Equipment, INC	P16960	18- weed eater string for mowing crews	Paid by EFT # 36087	06/30/2020	06/30/2020	07/10/2020	07/10/2020	61.98
6262 - Koenig Equipment, INC	P17086	18-hose for JD#730	Paid by EFT # 36087	06/30/2020	06/30/2020	07/10/2020	07/10/2020	16.24
53005 - Menards, INC	507021	18-window tent for B-Bub	Paid by Check # 72084	06/30/2020	06/30/2020	07/10/2020	07/10/2020	46.94
786 - Richard's Small Engine, INC	390180	18-blade, belt	Paid by EFT # 36134	06/30/2020	06/30/2020	07/10/2020	07/10/2020	105.39
786 - Richard's Small Engine, INC	384100	18-Echo trimmer air filter cover	Paid by EFT # 36134	06/30/2020	06/30/2020	07/10/2020	07/10/2020	9.03
476 - Southern Indiana Parts, INC (Napa Auto Parts)	320103	18-moulding for trash can at SYP	Paid by EFT # 36149	06/30/2020	06/30/2020	07/10/2020	07/10/2020	22.79
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 13				\$844.41
Account 52420 - Other Supplies								
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	38.49
4680 - Central Indiana Hardware Co., INC	7253111	18-(10) SM AA keys for BEST system	Paid by EFT # 36005	06/30/2020	06/30/2020	07/10/2020	07/10/2020	68.50
818 - Everywhere Signs, LLC	56320	18-(1) 30"x60" single-sided alum sign for	Paid by EFT # 36037	06/30/2020	06/30/2020	07/10/2020	07/10/2020	2,200.00
1537 - Indiana Door & Hardware Specialties, INC	5149AA	18-Parts/labor for new BEST core on stage door	Paid by Check # 72080	06/30/2020	06/30/2020	07/10/2020	07/10/2020	131.00
394 - Kleindorfer Hardware & Variety	667249	18-padlocks	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	18.98
394 - Kleindorfer Hardware & Variety	669097	18-padlocks for SYP and Dogpark	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	98.53
394 - Kleindorfer Hardware & Variety	667276	18-entry lock	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	17.99
394 - Kleindorfer Hardware & Variety	669562	18-hardware for SYP splash pad mechanical	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	17.08
53005 - Menards, INC	50923	18-spray pad workspace/storage in	Paid by Check # 72084	06/30/2020	06/30/2020	07/10/2020	07/10/2020	84.88
11012 - Parkreation, INC	I400242589	18-Replacement accessible swing for	Paid by EFT # 36121	06/30/2020	06/30/2020	07/10/2020	07/10/2020	1,171.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-50670	18-(8) 18" 0.8 reflective grade alum stop signs	Paid by EFT # 36135	06/30/2020	06/30/2020	07/10/2020	07/10/2020	292.00



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-50707	18-(2)9"x6" ADA compliant restroom signs	Paid by EFT # 36135	06/30/2020	06/30/2020	07/10/2020	07/10/2020	136.50
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-50716	18-	Paid by EFT # 36135	06/30/2020	06/30/2020	07/10/2020	07/10/2020	157.77
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-50743	18-(2) 24"x18" maganetic signs for	Paid by EFT # 36135	06/30/2020	06/30/2020	07/10/2020	07/10/2020	143.58
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-50792	18-(2) 18"x24" sign decals for mech rooms	Paid by EFT # 36135	06/30/2020	06/30/2020	07/10/2020	07/10/2020	132.98
Account 52420 - Other Supplies Totals				Invoice Transactions 15				<u>\$4,709.28</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	421132X05192020	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045	06/24/2020	06/24/2020	06/24/2020	06/24/2020	190.86
13969 - AT&T Mobility II, LLC	9748920X05192020	18-AT&T Wireless April/May Charges	Paid by Check # 72053	06/24/2020	06/24/2020	06/24/2020	06/24/2020	83.22
13969 - AT&T Mobility II, LLC	20X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72063	06/29/2020	06/29/2020	06/29/2020	06/29/2020	83.22
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	190.86
Account 53210 - Telephone Totals				Invoice Transactions 4				<u>\$548.16</u>
Account 53510 - Electrical Services								
223 - Duke Energy	3730-01-0 060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	4,925.90
Account 53510 - Electrical Services Totals				Invoice Transactions 1				<u>\$4,925.90</u>
Account 53650 - Other Repairs								
1537 - Indiana Door & Hardware Specialties, INC	5149AA	18-Parts/labor for new BEST core on stage door	Paid by Check # 72080	06/30/2020	06/30/2020	07/10/2020	07/10/2020	135.00
Account 53650 - Other Repairs Totals				Invoice Transactions 1				<u>\$135.00</u>
Account 53730 - Machinery and Equipment Rental								
6928 - Lavin Rental, LLC (Master Rental)	10116	18-(21)6'x12' fence panels to secure Olcott	Paid by EFT # 36090	06/30/2020	06/30/2020	07/10/2020	07/10/2020	1,723.68
Account 53730 - Machinery and Equipment Rental Totals				Invoice Transactions 1				<u>\$1,723.68</u>
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1824404054	18-Uniforms	Paid by EFT # 35975	06/30/2020	06/30/2020	07/10/2020	07/10/2020	21.27
19171 - Aramark Uniform & Career Apparel Group, INC	1824412950	18-Uniform & mat cleaning services	Paid by EFT # 35975	06/30/2020	06/30/2020	07/10/2020	07/10/2020	21.27
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 2				<u>\$42.54</u>
Program 189000 - Operations Totals				Invoice Transactions 50				<u>\$13,804.55</u>
Program 189006 - Switchyard Property								
Account 52240 - Fuel and Oil								
394 - Kleindorfer Hardware & Variety	667510	18 SYP propane, plunger, simple green,	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	19.78
Account 52240 - Fuel and Oil Totals				Invoice Transactions 1				<u>\$19.78</u>
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	666115	18 SYP Misc Hardware for dogpark and rust	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	80.32



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

394 - Kleindorfer Hardware & Variety	667510	18 SYP propane, plunger, simple green,	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	28.46
394 - Kleindorfer Hardware & Variety	667670	18 SYP Hardware to fasten aquatic	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	89.42
394 - Kleindorfer Hardware & Variety	669819	18 SYP Measureing Wheel, Chip Brushes	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	86.89
4629 - Olla, LLC (PickleBall Central)	350658	18 SYP Pickleball paddles and balls	Paid by Check # 72086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	276.97
54255 - Spear Corporation	307356	18 TLSP SYP Pools Wysiwash Wand and	Paid by EFT # 36150	06/30/2020	06/30/2020	07/10/2020	07/10/2020	336.05
5819 - Synchrony Bank	787767844956	18 SYP Daily Log Book	Paid by EFT # 36158	06/30/2020	06/30/2020	07/10/2020	07/10/2020	39.99
Account 52420 - Other Supplies Totals				Invoice Transactions 7				\$938.10
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	421132X05192020	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045	06/24/2020	06/24/2020	06/24/2020	06/24/2020	40.47
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	40.47
Account 53210 - Telephone Totals				Invoice Transactions 2				\$80.94
Account 53510 - Electrical Services								
223 - Duke Energy	3858-016 4/30/20	18- Electric Charges for April	Paid by Check # 72058	06/24/2020	06/24/2020	06/24/2020	06/24/2020	13.94
223 - Duke Energy	3730-01-0 060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	1,295.33
Account 53510 - Electrical Services Totals				Invoice Transactions 2				\$1,309.27
Account 53920 - Laundry and Other Sanitation Services								
53657 - Plymate, INC	2933774	18 SYP Vestibule Rug Service	Paid by EFT # 36126	06/30/2020	06/30/2020	07/10/2020	07/10/2020	111.33
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 1				\$111.33
Program 189006 - Switchyard Property Totals				Invoice Transactions 13				\$2,459.42
Program 189500 - Landscaping								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	IMBLM219033	18-gloves	Paid by EFT # 36038	06/30/2020	06/30/2020	07/10/2020	07/10/2020	350.16
Account 52210 - Institutional Supplies Totals				Invoice Transactions 1				\$350.16
Account 52220 - Agricultural Supplies								
137 - Good Earth, LLC	33673	18-topsoil	Paid by EFT # 36045	06/30/2020	06/30/2020	07/10/2020	07/10/2020	84.00
394 - Kleindorfer Hardware & Variety	669024	18-straw	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	26.00
5391 - Spence Restoration Nursery, INC	1591	18-Canada Wild Rye	Paid by EFT # 36152	06/30/2020	06/30/2020	07/10/2020	07/10/2020	220.00
5391 - Spence Restoration Nursery, INC	1592	18-Native shrubs, plugs, grasses & seed mix	Paid by EFT # 36152	06/30/2020	06/30/2020	07/10/2020	07/10/2020	8,031.60
5485 - Woody Warehouse Nursery, INC	191901	18 - trees, shrubs	Paid by EFT # 36183	06/30/2020	06/30/2020	07/10/2020	07/10/2020	1,026.00
Account 52220 - Agricultural Supplies Totals				Invoice Transactions 5				\$9,387.60
Account 52420 - Other Supplies								



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	38.49
4660 - A.M. Leonard, INC	CI20055064	18-pruners, soil knife	Paid by EFT # 35968	06/30/2020	06/30/2020	07/10/2020	07/10/2020	229.35
Account 52420 - Other Supplies Totals				Invoice Transactions 2				<u>\$267.84</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	13.11
Account 53210 - Telephone Totals				Invoice Transactions 1				<u>\$13.11</u>
Account 53990 - Other Services and Charges								
50335 - Aquatic Control, INC	186476	18- nuisance aquatic vegetation management	Paid by EFT # 35974	06/30/2020	06/30/2020	07/10/2020	07/10/2020	559.67
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1				<u>\$559.67</u>
Program 189500 - Landscaping Totals				Invoice Transactions 10				<u>\$10,578.38</u>
Program 189501 - Cemeteries								
Account 52420 - Other Supplies								
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	38.49
Account 52420 - Other Supplies Totals				Invoice Transactions 1				<u>\$38.49</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	421132X05192020	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045	06/24/2020	06/24/2020	06/24/2020	06/24/2020	23.15
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	27.21
Account 53210 - Telephone Totals				Invoice Transactions 2				<u>\$50.36</u>
Account 53510 - Electrical Services								
223 - Duke Energy	3730-01-0060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	102.47
Account 53510 - Electrical Services Totals				Invoice Transactions 1				<u>\$102.47</u>
Program 189501 - Cemeteries Totals				Invoice Transactions 4				<u>\$191.32</u>
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
818 - Everywhere Signs, LLC	56432	Memorial Tree Plaques Spring 2020 (3)	Paid by EFT # 36037	06/30/2020	06/30/2020	07/10/2020	07/10/2020	900.00
Account 52420 - Other Supplies Totals				Invoice Transactions 1				<u>\$900.00</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X05192020	18-AT&T Wireless April/May Charges	Paid by Check # 72053	06/24/2020	06/24/2020	06/24/2020	06/24/2020	135.33
13969 - AT&T Mobility II, LLC	20X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72063	06/29/2020	06/29/2020	06/29/2020	06/29/2020	135.33
Account 53210 - Telephone Totals				Invoice Transactions 2				<u>\$270.66</u>
Account 53310 - Printing								
818 - Everywhere Signs, LLC	56704	18-Tree Removal Signs (Qty 300)	Paid by EFT # 36037	06/30/2020	06/30/2020	07/10/2020	07/10/2020	540.00
Account 53310 - Printing Totals				Invoice Transactions 1				<u>\$540.00</u>
Account 53950 - Landfill								



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

10330 - Kevin R Huntley (Green Earth Recycling & Compost)	775	18- Tree Removal Debris Drop-off (2 Loads)	Paid by EFT # 36058	06/30/2020	06/30/2020	07/10/2020	07/10/2020	44.00
Account 53950 - Landfill Totals						Invoice Transactions 1		\$44.00
Program 189503 - Urban Forestry Totals						Invoice Transactions 5		\$1,754.66
Department 18 - Parks & Recreation Totals						Invoice Transactions 148		\$36,466.37
Fund 200 - Parks and Recreation Gen (S1301) Totals						Invoice Transactions 148		\$36,466.37
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 183500 - Golf Services								
Account 52330 - Street , Alley, and Sewer Material								
205 - City Of Bloomington	305841	18 - Best Beers	Paid by Check # 72075	06/30/2020	06/30/2020	07/10/2020	07/10/2020	181.50
205 - City Of Bloomington	5900446	18 - Monarch Beverage	Paid by Check # 72075	06/30/2020	06/30/2020	07/10/2020	07/10/2020	202.00
5969 - Coca Cola Bottling CO. Consolidated	2056204523	18 - Cascades Bottled Drinks	Paid by EFT # 36012	06/30/2020	06/30/2020	07/10/2020	07/10/2020	353.25
5969 - Coca Cola Bottling CO. Consolidated	2056204467	18 - Cascades Bottled Drinks	Paid by EFT # 36012	06/30/2020	06/30/2020	07/10/2020	07/10/2020	277.25
5819 - Synchrony Bank	6576	18 - Cascades - Candy, Chips, Snack Bar Items	Paid by Check # 72092	06/30/2020	06/30/2020	07/10/2020	07/10/2020	95.44
5819 - Synchrony Bank	0011	18 - Cascades Snacks	Paid by Check # 72092	06/30/2020	06/30/2020	07/10/2020	07/10/2020	49.58
5819 - Synchrony Bank	5005	18 - Cascades Snacks	Paid by Check # 72092	06/30/2020	06/30/2020	07/10/2020	07/10/2020	236.88
Account 52330 - Street , Alley, and Sewer Material Totals						Invoice Transactions 7		\$1,395.90
Program 183500 - Golf Services Totals						Invoice Transactions 7		\$1,395.90
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street , Alley, and Sewer Material								
4072 - Acushnet Company	908976916	18 - Clubs, balls, gloves & misc	Paid by Check # 72072	06/30/2020	06/30/2020	07/10/2020	07/10/2020	753.00
4072 - Acushnet Company	908977318	18 - Clubs, balls, gloves & misc	Paid by Check # 72072	06/30/2020	06/30/2020	07/10/2020	07/10/2020	80.11
4072 - Acushnet Company	908984145	18 - Clubs, balls, gloves & misc	Paid by Check # 72072	06/30/2020	06/30/2020	07/10/2020	07/10/2020	74.09
4072 - Acushnet Company	908994176	18 - Clubs, balls, gloves & misc	Paid by Check # 72072	06/30/2020	06/30/2020	07/10/2020	07/10/2020	927.66
4072 - Acushnet Company	909003229	18-golf bags	Paid by Check # 72072	06/30/2020	06/30/2020	07/10/2020	07/10/2020	839.10
4072 - Acushnet Company	909003230	18 - Clubs, balls, gloves & misc	Paid by Check # 72072	06/30/2020	06/30/2020	07/10/2020	07/10/2020	140.34
4072 - Acushnet Company	909010963	18 - Clubs, balls, gloves & misc	Paid by Check # 72072	06/30/2020	06/30/2020	07/10/2020	07/10/2020	296.98
4072 - Acushnet Company	909018028	18 - Clubs, balls, gloves & misc	Paid by Check # 72072	06/30/2020	06/30/2020	07/10/2020	07/10/2020	202.92
4072 - Acushnet Company	909023586	18 - Clubs, balls, gloves & misc	Paid by Check # 72072	06/30/2020	06/30/2020	07/10/2020	07/10/2020	296.98
7230 - Antigua Group INC	AIN-1289225	18 - Apparel & hats	Paid by EFT # 35972	06/30/2020	06/30/2020	07/10/2020	07/10/2020	229.07



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

3978 - J & M Golf, INC	0597618-IN	18 - Tees and misc	Paid by EFT # 36071	06/30/2020	06/30/2020	07/10/2020	07/10/2020	336.22
3978 - J & M Golf, INC	0597714-IN	18 - Tees and misc	Paid by EFT # 36071	06/30/2020	06/30/2020	07/10/2020	07/10/2020	84.40
53619 - Ping, INC	15141767	18 - putters	Paid by EFT # 36125	06/30/2020	06/30/2020	07/10/2020	07/10/2020	907.14
53619 - Ping, INC	15192485	18-golf bags	Paid by EFT # 36125	06/30/2020	06/30/2020	07/10/2020	07/10/2020	1,113.60
53619 - Ping, INC	15153015	18-umbrella, caps	Paid by EFT # 36125	06/30/2020	06/30/2020	07/10/2020	07/10/2020	205.18
53619 - Ping, INC	15166947	18-grips	Paid by EFT # 36125	06/30/2020	06/30/2020	07/10/2020	07/10/2020	21.92
53619 - Ping, INC	15178824	18-wood shafts driver	Paid by EFT # 36125	06/30/2020	06/30/2020	07/10/2020	07/10/2020	45.54
Account 52330 - Street , Alley, and Sewer Material Totals						Invoice Transactions 17		\$6,554.25
Program 183501 - Golf Course - Pro Shop Totals						Invoice Transactions 17		\$6,554.25
Program 184500 - Youth Services -Juke Box								
Account 53510 - Electrical Services								
223 - Duke Energy	3730-01-0 060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	223.19
Account 53510 - Electrical Services Totals						Invoice Transactions 1		\$223.19
Program 184500 - Youth Services -Juke Box Totals						Invoice Transactions 1		\$223.19
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	2854	18-Kid City Summer Camp Supplies	Paid by Check # 72092	06/30/2020	06/30/2020	07/10/2020	07/10/2020	15.96
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$15.96
Account 53990 - Other Services and Charges								
204 - State Of Indiana	61982	18-Background Checks 20 Seasonal Employees	Paid by Check # 72089	06/30/2020	06/30/2020	07/10/2020	07/10/2020	119.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		\$119.00
Program 184501 - Youth Services-Kid City Camps Totals						Invoice Transactions 2		\$134.96
Program 185000 - Twin Lakes Recreation Center								
Account 52210 - Institutional Supplies								
9269 - Ferguson Facilities Supply, HP Products #3400	CM004465	18 - TLRC CREDIT on undelivered product	Paid by EFT # 36039	06/30/2020	06/30/2020	07/10/2020	07/10/2020	(445.80)
Account 52210 - Institutional Supplies Totals						Invoice Transactions 1		(\$445.80)
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	668537	18-command strips	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	20.45
53005 - Menards, INC	50358	18- rain suit, safety glasses	Paid by Check # 72084	06/30/2020	06/30/2020	07/10/2020	07/10/2020	49.98
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 2		\$70.43
Account 53510 - Electrical Services								
223 - Duke Energy	3730-01-0 060420	18- Electric Charges for June	Paid by Check # 72057	06/24/2020	06/24/2020	06/24/2020	06/24/2020	(3,136.54)



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

				Account 53510 - Electrical Services Totals		Invoice Transactions 1		(\$3,136.54)
Account 53610 - Building Repairs								
53657 - Plymate, INC	2935463	18 - TLRC Entry Mat Service	Paid by EFT # 36126	06/30/2020	06/30/2020	07/10/2020	07/10/2020	78.62
				Account 53610 - Building Repairs Totals		Invoice Transactions 1		\$78.62
Account 53910 - Dues and Subscriptions								
454 - DirecTV, LLC	37542460609	18-Satellite Service	Paid by Check # 72068	06/29/2020	06/29/2020	06/29/2020	06/29/2020	223.23
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$223.23
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002558434	18-Landfill July Charges	Paid by EFT # 36131	06/30/2020	06/30/2020	07/10/2020	07/10/2020	225.00
				Account 53950 - Landfill Totals		Invoice Transactions 1		\$225.00
Program 185000 - Twin Lakes Recreation Center Totals						Invoice Transactions 7		(\$2,985.06)
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	062720	18-TLRC Fitness Specialist	Paid by EFT # 35982	06/30/2020	06/30/2020	07/10/2020	07/10/2020	150.00
7207 - Ayaa Elgoharry	062720	18-TLRC Fitness Specialist	Paid by EFT # 36033	06/30/2020	06/30/2020	07/10/2020	07/10/2020	406.25
7085 - Anna Khachatryan	061720	18-TLRC Fitness Specialist	Paid by EFT # 36082	06/30/2020	06/30/2020	07/10/2020	07/10/2020	25.00
1336 - Kristy L LeVert	061820	18-TLRC Fitness Specialist	Paid by EFT # 36092	06/30/2020	06/30/2020	07/10/2020	07/10/2020	62.50
7086 - Rivkah L Moore	061820	18-TLRC Fitness Specialist	Paid by EFT # 36106	06/30/2020	06/30/2020	07/10/2020	07/10/2020	62.50
1973 - Megan M Stark	062620	18-TLRC Fitness Specialist	Paid by EFT # 36154	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
				Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 6		\$796.25
Program 185002 - TLRC-Health & Wellness Totals						Invoice Transactions 6		\$796.25
Program 186500 - Community Events								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	421132X05192020	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045	06/24/2020	06/24/2020	06/24/2020	06/24/2020	23.15
13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12-June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	23.15
				Account 53210 - Telephone Totals		Invoice Transactions 2		\$46.30
Program 186500 - Community Events Totals						Invoice Transactions 2		\$46.30
Program 186503 - Community Events-Farmers' Market								
Account 43270 - Registration Fees								
Kim Beesley-Shattoo	2020-00001048	18-Refunds	Paid by Check # 72096	06/30/2020	06/30/2020	07/10/2020	07/10/2020	72.00
Birtles Birtles	2020-00001047	18-Refunds	Paid by Check # 72097	06/30/2020	06/30/2020	07/10/2020	07/10/2020	78.00
Bread and Roses Nursery	2020-00001049	18-Refunds	Paid by Check # 72098	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

Sean Breedon-Ost	2020-00001045	18-Refunds	Paid by Check # 72099	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Shu Jon Chang	2020-00001050	18-Refunds	Paid by Check # 72101	06/30/2020	06/30/2020	07/10/2020	07/10/2020	60.00
Thomas Dallmier	2020-00001051	18-Refunds	Paid by Check # 72102	06/30/2020	06/30/2020	07/10/2020	07/10/2020	60.00
Donald Dunkerley	2020-00001044	18-Refunds	Paid by Check # 72103	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Sarah Dye	2020-00001052	18-Refunds	Paid by Check # 72104	06/30/2020	06/30/2020	07/10/2020	07/10/2020	36.00
Mark Eskew	2020-00001053	18-Refunds	Paid by Check # 72105	06/30/2020	06/30/2020	07/10/2020	07/10/2020	60.00
Alvin Fisher	2020-00001054	18-Refunds	Paid by Check # 72106	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Freedom Valley Farm	2020-00001046	18-Refunds	Paid by Check # 72107	06/30/2020	06/30/2020	07/10/2020	07/10/2020	18.00
Glorious Daylily Farm	2020-00001079	18-Refunds	Paid by Check # 72108	06/30/2020	06/30/2020	07/10/2020	07/10/2020	42.00
Daniel Graber	2020-00001055	18-Refunds	Paid by Check # 72109	06/30/2020	06/30/2020	07/10/2020	07/10/2020	190.00
Radovan Hajek	2020-00001056	18-Refunds	Paid by Check # 72110	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Jeff Hanna	2020-00001057	18-Refunds	Paid by Check # 72111	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Jeffrey Hartenfeld	2020-00001058	18-Refunds	Paid by Check # 72112	06/30/2020	06/30/2020	07/10/2020	07/10/2020	170.00
Hoosier Honey	2020-00001082	18-Refunds	Paid by Check # 72113	06/30/2020	06/30/2020	07/10/2020	07/10/2020	36.00
Joseph Johnson	2020-00001059	18-Refunds	Paid by Check # 72114	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Dale Jones	2020-00001060	18-Refunds	Paid by Check # 72115	06/30/2020	06/30/2020	07/10/2020	07/10/2020	110.00
Chester Lehman	2020-00001062	18-Refunds	Paid by Check # 72116	06/30/2020	06/30/2020	07/10/2020	07/10/2020	50.00
James Lewis	2020-00001063	18-Refunds	Paid by Check # 72117	06/30/2020	06/30/2020	07/10/2020	07/10/2020	60.00
Dale Marchino	2020-00001064	18-Refunds	Paid by Check # 72118	06/30/2020	06/30/2020	07/10/2020	07/10/2020	60.00
Dale McCullough	2020-00001065	18-Refunds	Paid by Check # 72119	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Sean McKinney	2020-00001066	18-Refunds	Paid by Check # 72120	06/30/2020	06/30/2020	07/10/2020	07/10/2020	50.00
Melanie McQuinn	2020-00001067	18-Refunds	Paid by Check # 72121	06/30/2020	06/30/2020	07/10/2020	07/10/2020	50.00
Jonathan Navota	2020-00001068	18-Refunds	Paid by Check # 72122	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Gene Newton	2020-00001069	18-Refunds	Paid by Check # 72123	06/30/2020	06/30/2020	07/10/2020	07/10/2020	60.00
Jeffrey Padgett	2020-00001070	18-Refunds	Paid by Check # 72124	06/30/2020	06/30/2020	07/10/2020	07/10/2020	18.00



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

Aaron Pollitt	2020-00001071	18-Refunds	Paid by Check # 72126	06/30/2020	06/30/2020	07/10/2020	07/10/2020	50.00
Melissa Pope	2020-00001072	18-Refunds	Paid by Check # 72127	06/30/2020	06/30/2020	07/10/2020	07/10/2020	50.00
Titus Raber	2020-00001073	18-Refunds	Paid by Check # 72128	06/30/2020	06/30/2020	07/10/2020	07/10/2020	96.00
Rainbow Tropical Plants	2020-00001061	18-Refunds	Paid by Check # 72129	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Daniel Reeves	2020-00001074	18-Refunds	Paid by Check # 72130	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Perry Richardson	2020-00001075	18-Refunds	Paid by Check # 72131	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Michael Salem	2020-00001076	18-Refunds	Paid by Check # 72132	06/30/2020	06/30/2020	07/10/2020	07/10/2020	312.00
Kip Schlegel	2020-00001077	18-Refunds	Paid by Check # 72133	06/30/2020	06/30/2020	07/10/2020	07/10/2020	18.00
Galen Stoll	2020-00001080	18-Refunds	Paid by Check # 72134	06/30/2020	06/30/2020	07/10/2020	07/10/2020	36.00
Stephen Stoll	2020-00001081	18-Refunds	Paid by Check # 72135	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Daniel Weber	2020-00001083	18-Refunds	Paid by Check # 72137	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
Wilderlove Farm	2020-00001078	18-Refunds	Paid by Check # 72138	06/30/2020	06/30/2020	07/10/2020	07/10/2020	10.00
Alice Young	2020-00001084	18-Refunds	Paid by Check # 72139	06/30/2020	06/30/2020	07/10/2020	07/10/2020	60.00
Account 43270 - Registration Fees Totals				Invoice Transactions 41				\$3,172.00
Account 47240 - EBT Market Bucks								
4417 - Maria Carlassare (Piccoli Dolci, INC)	2101	Market Bucks	Paid by EFT # 36001	06/30/2020	06/30/2020	07/10/2020	07/10/2020	21.00
12527 - Hoosier Honey	2100	Market Bucks	Paid by EFT # 36054	06/30/2020	06/30/2020	07/10/2020	07/10/2020	132.00
3981 - Muddy Fork Farm & Bakery, LLC	2099	Market Bucks	Paid by EFT # 36108	06/30/2020	06/30/2020	07/10/2020	07/10/2020	36.00
3981 - Muddy Fork Farm & Bakery, LLC	2103	Market Bucks	Paid by EFT # 36108	06/30/2020	06/30/2020	07/10/2020	07/10/2020	3.00
2496 - Galen Jay Stoll	2102	Market Bucks	Paid by Check # 72091	06/30/2020	06/30/2020	07/10/2020	07/10/2020	15.00
5752 - Wild Alaska Salmon & Seafood, INC	2105	Market Bucks	Paid by EFT # 36177	06/30/2020	06/30/2020	07/10/2020	07/10/2020	201.00
Account 47240 - EBT Market Bucks Totals				Invoice Transactions 6				\$408.00
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	666241	18-Rope for stanchions	Paid by EFT # 36086	06/30/2020	06/30/2020	07/10/2020	07/10/2020	49.99
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$49.99
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	421132X05192020	18-AT&T Wireless May/Junes Charges	Paid by Check # 72045	06/24/2020	06/24/2020	06/24/2020	06/24/2020	69.71



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

13969 - AT&T Mobility II, LLC	32X06192020-18	18-Cell Phone May 12- June11	Paid by Check # 72064	06/29/2020	06/29/2020	06/29/2020	06/29/2020	69.71
			Account 53210 - Telephone Totals		Invoice Transactions 2			\$139.42
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	82116-001 063020	18-Water Sewer Charges	Paid by Check # 72065	06/29/2020	06/29/2020	06/29/2020	06/29/2020	21.58
			Account 53530 - Water and Sewer Totals		Invoice Transactions 1			\$21.58
Account 53940 - Temporary Contractual Employee								
3875 - Sandra Salinas-Kobylka	061420	18-Market Cleaning	Paid by EFT # 36141	06/30/2020	06/30/2020	07/10/2020	07/10/2020	325.00
			Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 1			\$325.00
			Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 52			\$4,115.99
Program 186506 - Performing Art Series								
Account 53990 - Other Services and Charges								
7345 - Jared Griffin (Side Hustle)	6-22-20	18- 75 Minute Performance at	Paid by Check # 72078	06/30/2020	06/30/2020	07/10/2020	07/10/2020	1,100.00
7390 - Kwame Newton(800 lb Gorilla)	06302020	18- 75 Minute Performance at	Paid by Check # 72085	06/30/2020	06/30/2020	07/10/2020	07/10/2020	1,000.00
			Account 53990 - Other Services and Charges Totals		Invoice Transactions 2			\$2,100.00
			Program 186506 - Performing Art Series Totals		Invoice Transactions 2			\$2,100.00
Program 187001 - Adult Sports-Softball								
Account 53940 - Temporary Contractual Employee								
905 - Convention And Visitors Bureau Of Monroe County	4406	National Tournament umpire payment	Paid by EFT # 36015	06/30/2020	06/30/2020	07/10/2020	07/10/2020	180.00
			Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 1			\$180.00
			Program 187001 - Adult Sports-Softball Totals		Invoice Transactions 1			\$180.00
Program 187006 - Adult Sports-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
4020 - Bajco 100, LLC (Papa Johns)	S2591-20-1234	18- TLSP Pizza for Resale	Paid by EFT # 35981	06/30/2020	06/30/2020	07/10/2020	07/10/2020	48.50
4020 - Bajco 100, LLC (Papa Johns)	S2591-20-1235	18- TLSP Pizza for Resale	Paid by EFT # 35981	06/30/2020	06/30/2020	07/10/2020	07/10/2020	46.00
5969 - Coca Cola Bottling CO. Consolidated	6801210678	18-TLSP drinks for concessions	Paid by EFT # 36012	06/30/2020	06/30/2020	07/10/2020	07/10/2020	1,052.00
21042 - Wesley Key (Chick Fil A Bloomington, East FSU)	6-27	18- TLSP Chick-Fil-A for Resale	Paid by EFT # 36081	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
21042 - Wesley Key (Chick Fil A Bloomington, East FSU)	6-27 3rd order	18- TLSP Chick-Fil-A for Resale	Paid by EFT # 36081	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
21042 - Wesley Key (Chick Fil A Bloomington, East FSU)	6-27 2nd order	18- TLSP Chick-Fil-A for Resale	Paid by EFT # 36081	06/30/2020	06/30/2020	07/10/2020	07/10/2020	90.00
5819 - Synchrony Bank	1788	18- TLSP Concessions Products	Paid by Check # 72092	06/30/2020	06/30/2020	07/10/2020	07/10/2020	353.69
5819 - Synchrony Bank	3888	18- TLSP Concession Products	Paid by Check # 72092	06/30/2020	06/30/2020	07/10/2020	07/10/2020	87.73
5819 - Synchrony Bank	5099	18- TLSP Concession Products	Paid by Check # 72092	06/30/2020	06/30/2020	07/10/2020	07/10/2020	136.66
			Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 9			\$1,994.58



Park & Rec Board Register

Invoice Date Range 06/23/20 - 07/10/20

Program 187006 - Adult Sports-Concessions Totals				Invoice Transactions 9		\$1,994.58		
Program 189006 - Switchyard Property								
Account 43220 - Facility Rentals								
Liam Castellan	2020-00000958	18-Refunds	Paid by Check # 72100	06/30/2020	06/30/2020	07/10/2020	07/10/2020	950.00
People and Animal Learning Services	2020-00000959	18-Refunds	Paid by Check # 72125	06/30/2020	06/30/2020	07/10/2020	07/10/2020	300.00
Account 43220 - Facility Rentals Totals				Invoice Transactions 2		\$1,250.00		
Program 189006 - Switchyard Property Totals				Invoice Transactions 2		\$1,250.00		
Department 18 - Parks & Recreation Totals				Invoice Transactions 108		\$15,806.36		
Fund 201 - Parks and Rec Non Reverting Totals				Invoice Transactions 108		\$15,806.36		
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	226-02	18- Cascades creek repair and trail to	Paid by EFT # 36028	06/30/2020	06/30/2020	07/10/2020	07/10/2020	6,150.50
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 1		\$6,150.50		
Program 18016D - 2016 D Lower Cascades Totals				Invoice Transactions 1		\$6,150.50		
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA								
Account 54510 - Other Capital Outlays								
18844 - First Financial Bank, N.A.	HFI, TLRC App #9	18- Escrow for Bond project HVAC at Twin	Paid by Check # 72077	06/30/2020	06/30/2020	07/10/2020	07/10/2020	1,235.72
321 - Harrell Fish, INC (HFI)	HFI, TLRC App #9	18-GOB Project HVAC replacement at TLRC	Paid by EFT # 36051	06/30/2020	06/30/2020	07/10/2020	07/10/2020	23,478.68
6928 - Lavin Rental, LLC (Master Rental)	10101	18-(35)6'x12' fence panels to secure	Paid by EFT # 36090	06/30/2020	06/30/2020	07/10/2020	07/10/2020	6,846.84
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 3		\$31,561.24		
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals				Invoice Transactions 3		\$31,561.24		
Department 18 - Parks & Recreation Totals				Invoice Transactions 4		\$37,711.74		
Fund 977 - Parks 2016 GO Bond Proceeds Totals				Invoice Transactions 4		\$37,711.74		
Fund 980 - 2018 BicentennialBnd Prcd900030								
Department 18 - Parks & Recreation								
Program 18018C - Enrty Ways St Trees Alley Enhanc								
Account 54510 - Other Capital Outlays								
7059 - Eagle Ridge Civil Engineering Services, LLC	182-09	13-Downtown Alley proj- 5/16-6/10/20-Inv. date	Paid by EFT # 36028	06/30/2020	06/30/2020	07/10/2020	07/10/2020	762.50
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 1		\$762.50		
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals				Invoice Transactions 1		\$762.50		
Department 18 - Parks & Recreation Totals				Invoice Transactions 1		\$762.50		
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals				Invoice Transactions 1		\$762.50		
Grand Totals				Invoice Transactions 261		\$90,746.97		

REGISTER OF CLAIMS

Board: Safety Board

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/10/2020	Claims				105,069.51
					<u>105,069.51</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 \$ 105,069.51

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
7/2/2020	Payroll				191,839.73
					<u>191,839.73</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 191,839.73

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	439583688498	18- Amazon Rankie	Paid by EFT # 36417		07/14/2020	07/14/2020	07/24/2020		07/24/2020	14.99
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$14.99
Program 181000 - Administration Totals								Invoice Transactions 1		\$14.99
Program 181100 - Marketing										
Account 52420 - Other Supplies										
9523 - Freedom Business Solutions, LLC	11657	18-inkjet cartridge for	Paid by EFT # 36295		07/14/2020	07/14/2020	07/24/2020		07/24/2020	90.00
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$90.00
Account 53310 - Printing										
54546 - Charles Y Coghlan, DMD (Office Easel)	91671B	18-keep off the grass signs	Paid by EFT # 36262		07/14/2020	07/14/2020	07/24/2020		07/24/2020	200.00
Account 53310 - Printing Totals								Invoice Transactions 1		\$200.00
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_063020	18-June display ads and Senior	Paid by EFT # 36298		07/14/2020	07/14/2020	07/24/2020		07/24/2020	2,325.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1200630804	18-Farmers' Market 30-sec	Paid by EFT # 36401		07/14/2020	07/14/2020	07/24/2020		07/24/2020	550.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1200630798	18-Farmers' Market 30-sec	Paid by EFT # 36401		07/14/2020	07/14/2020	07/24/2020		07/24/2020	550.00
Account 53320 - Advertising Totals								Invoice Transactions 3		\$3,425.00
Account 53990 - Other Services and Charges										
9523 - Freedom Business Solutions, LLC	11705	18-printer cleaning	Paid by EFT # 36295		07/14/2020	07/14/2020	07/24/2020		07/24/2020	65.00
6830 - Andrew Lambert (Lambert Consulting)	1633	18-June social media	Paid by EFT # 36337		07/14/2020	07/14/2020	07/24/2020		07/24/2020	300.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		\$365.00
Program 181100 - Marketing Totals								Invoice Transactions 7		\$4,080.00
Program 182001 - Aquatics - Bryan Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140		07/08/2020	07/08/2020	07/08/2020		07/08/2020	(292.68)
Account 53510 - Electrical Services Totals								Invoice Transactions 1		(\$292.68)
Account 53530 - Water and Sewer										



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

208 - City Of Bloomington Utilities	14187-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	271.76
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$271.76
Program 182001 - Aquatics - Bryan Pool Totals						Invoice Transactions 2		(\$20.92)
Program 182002 - Aquatics - Mills Pool								
Account 53510 - Electrical Services								
223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020	(270.34)
Account 53510 - Electrical Services Totals						Invoice Transactions 1		(\$270.34)
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	87.41
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$87.41
Account 53540 - Natural Gas								
222 - Vectren	50524084890708 20	18-Natural Gas	Paid by Check # 72162	07/08/2020	07/08/2020	07/08/2020	07/08/2020	46.00
Account 53540 - Natural Gas Totals						Invoice Transactions 1		\$46.00
Program 182002 - Aquatics - Mills Pool Totals						Invoice Transactions 3		(\$136.93)
Program 182500 - Frank Southern Center								
Account 43220 - Facility Rentals								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	.00
Account 43220 - Facility Rentals Totals						Invoice Transactions 1		\$0.00
Account 43260 - Equipment Rentals								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	.00
Account 43260 - Equipment Rentals Totals						Invoice Transactions 1		\$0.00
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	661201	18 - FSC 10 Door stope and pliers	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.39
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$72.39
Account 53510 - Electrical Services								
223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020	911.02
Account 53510 - Electrical Services Totals						Invoice Transactions 1		\$911.02
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	246.92
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$246.92
Account 53630 - Machinery and Equipment Repairs								



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

4902 - DEEM, LLC	945946	18 FSC Emergency Call	Paid by EFT # 36278	07/14/2020	07/14/2020	07/24/2020	07/24/2020	1,724.00
Account 53630 - Machinery and Equipment Repairs Totals							Invoice Transactions 1	\$1,724.00
Program 182500 - Frank Southern Center Totals							Invoice Transactions 6	\$2,954.33
Program 183500 - Golf Services								
Account 43220 - Facility Rentals								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	.00
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	\$0.00
Account 43260 - Equipment Rentals								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	2,600.58
Account 43260 - Equipment Rentals Totals							Invoice Transactions 1	\$2,600.58
Account 43380 - Other Services								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	1,195.28
Account 43380 - Other Services Totals							Invoice Transactions 1	\$1,195.28
Account 47110 - Miscellaneous								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	10.41
Account 47110 - Miscellaneous Totals							Invoice Transactions 1	\$10.41
Account 52230 - Garage and Motor Supplies								
455 - Industrial Service & Supply, INC	62751	18 - Hydraulic Hoses male to	Paid by EFT # 36318	07/14/2020	07/14/2020	07/24/2020	07/24/2020	4.53
4140 - Interstate All Battery Center of Bloomington, INC	1903302011236	18-lawn & garden battery	Paid by EFT # 36321	07/14/2020	07/14/2020	07/24/2020	07/24/2020	99.90
3958 - Kenney Outdoor Solutions, Corp	X08455	18 - bearing, box- display, stud-	Paid by EFT # 36328	07/14/2020	07/14/2020	07/24/2020	07/24/2020	562.72
476 - Southern Indiana Parts, INC (Napa Auto Parts)	055534	18-oil filter, starting fluid	Paid by EFT # 36403	07/14/2020	07/14/2020	07/24/2020	07/24/2020	9.89
476 - Southern Indiana Parts, INC (Napa Auto Parts)	056392	18-3 belts, gear lube	Paid by EFT # 36403	07/14/2020	07/14/2020	07/24/2020	07/24/2020	29.69
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 5	\$706.73
Account 52240 - Fuel and Oil								
14129 - C & S, INC	02811	18 - Gas Diesel Fuel	Paid by EFT # 36257	07/14/2020	07/14/2020	07/24/2020	07/24/2020	1,454.02
Account 52240 - Fuel and Oil Totals							Invoice Transactions 1	\$1,454.02
Account 52340 - Other Repairs and Maintenance								
4461 - Tieman Tire Co, of Bloomington, INC	097847	18 - (10) turf tires	Paid by EFT # 36424	07/14/2020	07/14/2020	07/24/2020	07/24/2020	1,500.00
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1	\$1,500.00
Account 52420 - Other Supplies								



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

53005 - Menards, INC	51117	18 - misc supplies for golf	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	73.36
Account 52420 - Other Supplies Totals				Invoice Transactions 1		<hr/> \$73.36		
Account 53510 - Electrical Services								
223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020	965.67
Account 53510 - Electrical Services Totals				Invoice Transactions 1		<hr/> \$965.67		
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	2,457.40
208 - City Of Bloomington Utilities	14187-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	2,262.37
Account 53530 - Water and Sewer Totals				Invoice Transactions 2		<hr/> \$4,719.77		
Account 53540 - Natural Gas								
222 - Vectren	11546255130708 20	18-Natural Gas	Paid by Check # 72161	07/08/2020	07/08/2020	07/08/2020	07/08/2020	22.10
Account 53540 - Natural Gas Totals				Invoice Transactions 1		<hr/> \$22.10		
Account 53840 - Lease Payments								
4232 - First Financial Equipment Finance, LLC	00006389-June	18-June Lease Pymnt	Paid by EFT # 36444	07/20/2020	07/20/2020	07/20/2020	07/20/2020	14,993.94
4232 - First Financial Equipment Finance, LLC	5081-Sept	18- Sept Golf Cart Lease	Paid by EFT # 36444	07/20/2020	07/20/2020	07/20/2020	07/20/2020	14,993.94
4232 - First Financial Equipment Finance, LLC	5515-Dec	18-Dec Golf Cart Lease Pymnt	Paid by EFT # 36444	07/20/2020	07/20/2020	07/20/2020	07/20/2020	14,993.94
Account 53840 - Lease Payments Totals				Invoice Transactions 3		<hr/> \$44,981.82		
Account 53910 - Dues and Subscriptions								
204 - State Of Indiana	000060076	18-Cascades Golf SR 45/46	Paid by Check # 72200	07/14/2020	07/14/2020	07/24/2020	07/24/2020	600.00
Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1		<hr/> \$600.00		
Program 183500 - Golf Services Totals				Invoice Transactions 20		<hr/> \$58,829.74		
Program 184000 - Natural Resources								
Account 52210 - Institutional Supplies								
48 - Continental Research Corporation	0015190	18-(2) cs Triple Play (disinfectant)	Paid by EFT # 36269	07/14/2020	07/14/2020	07/24/2020	07/24/2020	280.81
5819 - Synchrony Bank	9874	18-Griffy Boathouse	Paid by Check # 72202	07/14/2020	07/14/2020	07/24/2020	07/24/2020	58.84
5819 - Synchrony Bank	2699 070320	18-Griffy Boathouse	Paid by Check # 72202	07/14/2020	07/14/2020	07/24/2020	07/24/2020	18.98
Account 52210 - Institutional Supplies Totals				Invoice Transactions 3		<hr/> \$358.63		
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	646751	18-water for Griffy	Paid by EFT # 36251	07/14/2020	07/14/2020	07/24/2020	07/24/2020	4.90



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

5819 - Synchrony Bank	458795976985	18-Amazon Natural	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	27.98
Account 52420 - Other Supplies Totals							Invoice Transactions 2	\$32.88
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93497	18-(20) t-shirts w/ Parks logo for	Paid by EFT # 36419	07/14/2020	07/14/2020	07/24/2020	07/24/2020	170.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1	\$170.00
Account 53510 - Electrical Services								
223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020	30.43
Account 53510 - Electrical Services Totals							Invoice Transactions 1	\$30.43
Account 53990 - Other Services and Charges								
11 - Bruce's Welding	847229	18-Welding repairs to Griffy	Paid by Check # 72182	07/14/2020	07/14/2020	07/24/2020	07/24/2020	395.00
7292 - Tyler K Ferguson(Caliente Fitness, LLC)	18-2020-07	18-SUP Program Instruction	Paid by Check # 72185	07/14/2020	07/14/2020	07/24/2020	07/24/2020	300.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2	\$695.00
Program 184000 - Natural Resources Totals							Invoice Transactions 9	\$1,286.94
Program 184500 - Youth Services -Juke Box								
Account 53610 - Building Repairs								
321 - Harrell Fish, INC (HFI)	W57501	18-AJB AC Repair	Paid by EFT # 36303	07/14/2020	07/14/2020	07/24/2020	07/24/2020	114.99
Account 53610 - Building Repairs Totals							Invoice Transactions 1	\$114.99
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 1	\$114.99
Program 186500 - Community Events								
Account 43270 - Registration Fees								
Peggy Laird	2020-00001171	18-Refunds	Paid by Check # 72250	07/14/2020	07/14/2020	07/24/2020	07/24/2020	180.00
Adam McAndrews	2020-00001187	18-Refunds	Paid by Check # 72253	07/14/2020	07/14/2020	07/24/2020	07/24/2020	60.00
Sarah Mitchell	2020-00001110	18-Refunds	Paid by Check # 72259	07/14/2020	07/14/2020	07/24/2020	07/24/2020	180.00
Walter Osborne	2020-00001186	18-Refunds	Paid by Check # 72268	07/14/2020	07/14/2020	07/24/2020	07/24/2020	60.00
Martha St. Clair	2020-00001172	18-Refunds	Paid by Check # 72283	07/14/2020	07/14/2020	07/24/2020	07/24/2020	120.00
Account 43270 - Registration Fees Totals							Invoice Transactions 5	\$600.00
Account 52420 - Other Supplies								
4798 - Fun Express, LLC	703889853-01	18 - Table covers	Paid by EFT # 36297	07/14/2020	07/14/2020	07/24/2020	07/24/2020	84.05
Account 52420 - Other Supplies Totals							Invoice Transactions 1	\$84.05
Account 53990 - Other Services and Charges								



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

6911 - Grace E Minnick	10610	18- 90 minute performance at	Paid by Check # 72294	07/14/2020	07/14/2020	07/24/2020	07/24/2020	100.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		\$100.00
Program 186500 - Community Events Totals						Invoice Transactions 7		\$784.05
Program 187001 - Adult Sports-Softball								
Account 53510 - Electrical Services								
223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020	(363.40)
Account 53510 - Electrical Services Totals						Invoice Transactions 1		(\$363.40)
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	24.93
208 - City Of Bloomington Utilities	14187-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	1,114.25
Account 53530 - Water and Sewer Totals						Invoice Transactions 2		\$1,139.18
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002563406	18-Landfill July Charges Winslow	Paid by EFT # 36213	07/13/2020	07/13/2020	07/13/2020	07/16/2020	182.10
Account 53950 - Landfill Totals						Invoice Transactions 1		\$182.10
Program 187001 - Adult Sports-Softball Totals						Invoice Transactions 4		\$957.88
Program 187202 - Youth Sports-Winslow								
Account 53510 - Electrical Services								
223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020	(127.93)
Account 53510 - Electrical Services Totals						Invoice Transactions 1		(\$127.93)
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	3,710.95
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$3,710.95
Account 53650 - Other Repairs								
5415 - Allied Wholesale Electrical Supply, LLC	5568805	18 - Winslow Irrigation Repair	Paid by EFT # 36233	07/14/2020	07/14/2020	07/24/2020	07/24/2020	27.04
5415 - Allied Wholesale Electrical Supply, LLC	5573075	18 - Winslow Irrigation Repair	Paid by EFT # 36233	07/14/2020	07/14/2020	07/24/2020	07/24/2020	24.32
50594 - Barry Company, INC	768523	18 - Winslow Irrigation Repair	Paid by EFT # 36243	07/14/2020	07/14/2020	07/24/2020	07/24/2020	56.84
Account 53650 - Other Repairs Totals						Invoice Transactions 3		\$108.20
Program 187202 - Youth Sports-Winslow Totals						Invoice Transactions 5		\$3,691.22
Program 187208 - Youth Sports-Olcott								
Account 53510 - Electrical Services								



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020	(45.02)
Account 53510 - Electrical Services Totals Invoice Transactions 1								(45.02)
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	2,185.05
Account 53530 - Water and Sewer Totals Invoice Transactions 1								\$2,185.05
Program 187208 - Youth Sports-Olcott Totals Invoice Transactions 2								\$2,140.03
Program 187500 - Banneker								
Account 43220 - Facility Rentals								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	39.04
Account 43220 - Facility Rentals Totals Invoice Transactions 1								\$39.04
Account 52420 - Other Supplies								
5819 - Synchrony Bank	675743373888	18-Amazon Banneker	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	184.50
Account 52420 - Other Supplies Totals Invoice Transactions 1								\$184.50
Account 53140 - Exterminator Services								
4073 - Terminix International	395939830	18-BBCC-IPM May	Paid by Check # 72203	07/14/2020	07/14/2020	07/24/2020	07/24/2020	45.00
Account 53140 - Exterminator Services Totals Invoice Transactions 1								\$45.00
Account 53510 - Electrical Services								
223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020	451.62
Account 53510 - Electrical Services Totals Invoice Transactions 1								\$451.62
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	113.00
Account 53530 - Water and Sewer Totals Invoice Transactions 1								\$113.00
Account 53540 - Natural Gas								
222 - Vectren	03507450060708 20	18-Natural Gas	Paid by Check # 72162	07/08/2020	07/08/2020	07/08/2020	07/08/2020	46.17
Account 53540 - Natural Gas Totals Invoice Transactions 1								\$46.17
Account 53610 - Building Repairs								
11611 - Woods Electrical Contractors, INC	2005COBBANC	18-BBCC-Gym Electrical	Paid by EFT # 36442	07/14/2020	07/14/2020	07/24/2020	07/24/2020	135.51
Account 53610 - Building Repairs Totals Invoice Transactions 1								\$135.51
Program 187500 - Banneker Totals Invoice Transactions 7								\$1,014.84
Program 189000 - Operations								
Account 52210 - Institutional Supplies								



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

48 - Continental Research Corporation	0015190	18-(2) cs Triple Play (disinfectant)	Paid by EFT # 36269	07/14/2020	07/14/2020	07/24/2020	07/24/2020	82.00
313 - Fastenal Company	INBLM219231	18-gloves	Paid by EFT # 36288	07/14/2020	07/14/2020	07/24/2020	07/24/2020	81.40
313 - Fastenal Company	INBLM219230	18-(15) cs dog waste bags	Paid by EFT # 36288	07/14/2020	07/14/2020	07/24/2020	07/24/2020	303.40
9269 - Ferguson Facilities Supply, HP Products #3400	0156751	18-trash bags	Paid by EFT # 36289	07/14/2020	07/14/2020	07/24/2020	07/24/2020	67.68
53005 - Menards, INC	51559	18-mop head refills	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	61.11
Account 52210 - Institutional Supplies Totals Invoice Transactions 5								\$595.59
Account 52220 - Agricultural Supplies								
6578 - David Listerman & Associates, INC	0048688-IN	18-(9) replacement	Paid by EFT # 36276	07/14/2020	07/14/2020	07/24/2020	07/24/2020	2,230.00
6578 - David Listerman & Associates, INC	0048691-IN	18-(9) replacement	Paid by EFT # 36276	07/14/2020	07/14/2020	07/24/2020	07/24/2020	775.00
Account 52220 - Agricultural Supplies Totals Invoice Transactions 2								\$3,005.00
Account 52230 - Garage and Motor Supplies								
48 - Continental Research Corporation	0015685	18-(12) dozen bottles hand	Paid by EFT # 36269	07/14/2020	07/14/2020	07/24/2020	07/24/2020	174.38
476 - Southern Indiana Parts, INC (Napa Auto Parts)	322218	18-hatchback lift support	Paid by EFT # 36403	07/14/2020	07/14/2020	07/24/2020	07/24/2020	53.08
476 - Southern Indiana Parts, INC (Napa Auto Parts)	320857	18-1 gal antifreeze	Paid by EFT # 36403	07/14/2020	07/14/2020	07/24/2020	07/24/2020	5.99
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 3								\$233.45
Account 52310 - Building Materials and Supplies								
334 - Irving Materials, INC	10875562	18-Poured concrete for	Paid by EFT # 36324	07/14/2020	07/14/2020	07/24/2020	07/24/2020	363.00
394 - Kleindorfer Hardware & Variety	667537	18-sleeve hooks for Ballard at	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	3.76
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2								\$366.76
Account 52340 - Other Repairs and Maintenance								
5415 - Allied Wholesale Electrical Supply, LLC	5575436	18-repair broken lines	Paid by EFT # 36233	07/14/2020	07/14/2020	07/24/2020	07/24/2020	29.65
409 - Black Lumber Co. INC	442351	18-brickmold to fix door at	Paid by EFT # 36248	07/14/2020	07/14/2020	07/24/2020	07/24/2020	63.92
409 - Black Lumber Co. INC	442359	18-wood patch	Paid by EFT # 36248	07/14/2020	07/14/2020	07/24/2020	07/24/2020	11.99
409 - Black Lumber Co. INC	442544	18-treated lumber	Paid by EFT # 36248	07/14/2020	07/14/2020	07/24/2020	07/24/2020	16.49
394 - Kleindorfer Hardware & Variety	661943	18-tubing, hose clamp	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	7.00
394 - Kleindorfer Hardware & Variety	668584	18-rubber gasket, vacuum	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	13.76



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

394 - Kleindorfer Hardware & Variety	661041	18-Liquid Fire	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	24.99
394 - Kleindorfer Hardware & Variety	661299	18-s-hooks, screws	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	19.33
394 - Kleindorfer Hardware & Variety	661431	18-sloan rep parts	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	49.98
394 - Kleindorfer Hardware & Variety	661588	18-materials to fix pods &	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	7.82
394 - Kleindorfer Hardware & Variety	668869	18-t-hing to fix vandalized trash	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	9.19
394 - Kleindorfer Hardware & Variety	669220	18-materials to fix pods @	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	4.47
53005 - Menards, INC	51753	18-pump for SYP spray pad	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	14.99
53005 - Menards, INC	51189	18-motion sensor for Lower	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	21.04
53005 - Menards, INC	51206	18-storage containers, dry	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	23.92
786 - Richard's Small Engine, INC	392114	18-Chute Discharge	Paid by EFT # 36382	07/14/2020	07/14/2020	07/24/2020	07/24/2020	314.22
786 - Richard's Small Engine, INC	392424	18-carburetor, carburetor repair	Paid by EFT # 36382	07/14/2020	07/14/2020	07/24/2020	07/24/2020	63.95
4443 - The Sherwin Williams Company	9759-0	18-paint	Paid by EFT # 36422	07/14/2020	07/14/2020	07/24/2020	07/24/2020	508.10
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 18		\$1,204.81
Account 52420 - Other Supplies								
313 - Fastenal Company	INBLM219230	18-(15) cs dog waste bags	Paid by EFT # 36288	07/14/2020	07/14/2020	07/24/2020	07/24/2020	969.00
9523 - Freedom Business Solutions, LLC	11793	18-(1) toner cartridge for	Paid by EFT # 36295	07/14/2020	07/14/2020	07/24/2020	07/24/2020	65.99
394 - Kleindorfer Hardware & Variety	661408	18-materials to hang banner at	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	17.86
53005 - Menards, INC	51206	18-storage containers, dry	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	23.82
5763 - Miracle Recreation Equipment Company	824334	18-(3) sets of harnesses for	Paid by EFT # 36352	07/14/2020	07/14/2020	07/24/2020	07/24/2020	165.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-50846	18-(8) SS 18"x24"	Paid by EFT # 36383	07/14/2020	07/14/2020	07/24/2020	07/24/2020	159.04
			Account 52420 - Other Supplies Totals			Invoice Transactions 6		\$1,400.71
Account 53130 - Medical								
231 - Indiana University Health Bloomington, INC	00107099-00	18-DOT drug screening	Paid by EFT # 36317	07/14/2020	07/14/2020	07/24/2020	07/24/2020	47.00
231 - Indiana University Health Bloomington, INC	00107100-00	18- DOT drug screening	Paid by EFT # 36317	07/14/2020	07/14/2020	07/24/2020	07/24/2020	47.00
			Account 53130 - Medical Totals			Invoice Transactions 2		\$94.00



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

Account 53510 - Electrical Services

223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020	2,193.69
Account 53510 - Electrical Services Totals Invoice Transactions 1								<hr/> \$2,193.69

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	1,288.35
208 - City Of Bloomington Utilities	41294-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	50.22
208 - City Of Bloomington Utilities	14187-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	2,218.73
208 - City Of Bloomington Utilities	42122-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	77.01
Account 53530 - Water and Sewer Totals Invoice Transactions 4								<hr/> \$3,634.31

Account 53540 - Natural Gas

222 - Vectren	02524097320706 20	18-Natural Gas	Paid by Check # 72162	07/08/2020	07/08/2020	07/08/2020	07/08/2020	19.38
Account 53540 - Natural Gas Totals Invoice Transactions 1								<hr/> \$19.38

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	1824422128	18-Uniform & mat cleaning	Paid by EFT # 36237	07/14/2020	07/14/2020	07/24/2020	07/24/2020	21.27
19171 - Aramark Uniform & Career Apparel Group, INC	1824431262	18-Uniform & mat cleaning	Paid by EFT # 36237	07/14/2020	07/14/2020	07/24/2020	07/24/2020	21.27
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 2								<hr/> \$42.54

Account 53950 - Landfill

2260 - Republic Services, INC	0694-002563405	18-Landfill Ops June Charges	Paid by EFT # 36213	07/13/2020	07/13/2020	07/13/2020	07/16/2020	1,113.96
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290018215	18-disposal of old tires	Paid by EFT # 36247	07/14/2020	07/14/2020	07/24/2020	07/24/2020	64.00
Account 53950 - Landfill Totals Invoice Transactions 2								<hr/> \$1,177.96
Program 189000 - Operations Totals Invoice Transactions 48								<hr/> \$13,968.20

Program 189006 - Switchyard Property

Account 52210 - Institutional Supplies

51857 - Flex-Pac, INC	I280595	18 SYP Instiutional	Paid by Check # 72189	07/14/2020	07/14/2020	07/24/2020	07/24/2020	595.38
53005 - Menards, INC	51532	18 SYP Emergency	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	39.90
Account 52210 - Institutional Supplies Totals Invoice Transactions 2								<hr/> \$635.28

Account 52240 - Fuel and Oil

53005 - Menards, INC	50823	18 SYP Premixed fuel for	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	33.94
Account 52240 - Fuel and Oil Totals Invoice Transactions 1								<hr/> \$33.94



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	661134	18 SYP misc for Spray Pad	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	36.93
394 - Kleindorfer Hardware & Variety	667161	18 SYP various hardware	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	64.55
53005 - Menards, INC	50822	18 SYP Hardware for	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	133.57
53005 - Menards, INC	51137	18 SYP Magnetic sweeper	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	29.97
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-50822	18 SYP Signcade for COVID	Paid by EFT # 36383	07/14/2020	07/14/2020	07/24/2020	07/24/2020	125.00

Account 52420 - Other Supplies Totals Invoice Transactions 5 \$390.02

Account 53510 - Electrical Services

223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020	1,112.98
223 - Duke Energy	3958016 063020	18-Electric Charges for June	Paid by Check # 72169	07/13/2020	07/13/2020	07/13/2020	07/16/2020	14.79
223 - Duke Energy	3958016 043020	18-Electric Charges for June	Paid by Check # 72169	07/13/2020	07/13/2020	07/13/2020	07/16/2020	13.94
223 - Duke Energy	3958016 052920	18-Electric Charges for June	Paid by Check # 72169	07/13/2020	07/13/2020	07/13/2020	07/16/2020	13.94

Account 53510 - Electrical Services Totals Invoice Transactions 4 \$1,155.65

Program 189006 - Switchyard Property Totals Invoice Transactions 12 \$2,214.89

Program 189500 - Landscaping

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	302.12
208 - City Of Bloomington Utilities	41294-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	234.34
208 - City Of Bloomington Utilities	14187-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	213.60
208 - City Of Bloomington Utilities	42122-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	15.48

Account 53530 - Water and Sewer Totals Invoice Transactions 4 \$765.54

Program 189500 - Landscaping Totals Invoice Transactions 4 \$765.54

Program 189501 - Cemeteries

Account 53510 - Electrical Services

223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020	129.76
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Account 53510 - Electrical Services Totals Invoice Transactions 1 \$129.76

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	41294-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	278.77
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Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$278.77
Account 53540 - Natural Gas								
222 - Vectren	21501905570708	18-Natural Gas	Paid by Check #	07/08/2020	07/08/2020	07/08/2020	07/08/2020	18.36
	20		72162					
222 - Vectren	21546282490708	18-Natural Gas	Paid by Check #	07/08/2020	07/08/2020	07/08/2020	07/08/2020	17.00
	20		72162					
				Account 53540 - Natural Gas Totals		Invoice Transactions 2		\$35.36
				Program 189501 - Cemeteries Totals		Invoice Transactions 4		\$443.89
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
4660 - A.M. Leonard, INC	CI20074439	18-Tree Watering Bags	Paid by EFT #	07/14/2020	07/14/2020	07/24/2020	07/24/2020	1,766.99
			36230					
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$1,766.99
Account 53130 - Medical								
231 - Indiana University Health	00107098-00	18- DOT drug screening	Paid by EFT #	07/14/2020	07/14/2020	07/24/2020	07/24/2020	47.00
Bloomington, INC			36317					
				Account 53130 - Medical Totals		Invoice Transactions 1		\$47.00
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001	18-Water Sewer Charges June	Paid by Check #	07/13/2020	07/13/2020	07/13/2020	07/16/2020	146.17
	073120		72167					
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$146.17
				Program 189503 - Urban Forestry Totals		Invoice Transactions 3		\$1,960.16
				Department 18 - Parks & Recreation Totals		Invoice Transactions 145		\$95,063.84
				Fund 200 - Parks and Recreation Gen (S1301) Totals		Invoice Transactions 145		\$95,063.84
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 183500 - Golf Services								
Account 43220 - Facility Rentals								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT #	07/17/2020	07/17/2020	07/17/2020	07/17/2020	53.69
			36225					
				Account 43220 - Facility Rentals Totals		Invoice Transactions 1		\$53.69
Account 43290 - Concessions								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT #	07/17/2020	07/17/2020	07/17/2020	07/17/2020	705.34
			36225					
				Account 43290 - Concessions Totals		Invoice Transactions 1		\$705.34
Account 43295 - Concessions FB Tax								
204 - State Of Indiana	June 2020 FB Tax	18-FB Tax June 2020	Paid by EFT #	07/17/2020	07/17/2020	07/17/2020	07/17/2020	3.72
			36224					
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT #	07/17/2020	07/17/2020	07/17/2020	07/17/2020	26.11
			36225					



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

				Account 43295 - Concessions FB Tax Totals		Invoice Transactions 2		\$29.83
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	SO842853	18 - Herbicide & Fertilizer	Paid by EFT # 36231	07/14/2020	07/14/2020	07/24/2020	07/24/2020	1,893.60
4383 - Advanced Turf Solutions, INC	SO838180	18 - Chemicals	Paid by EFT # 36231	07/14/2020	07/14/2020	07/24/2020	07/24/2020	3,935.01
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 2		\$5,828.61
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	2056204593	18 - Cascades Bottled Drinks	Paid by EFT # 36267	07/14/2020	07/14/2020	07/24/2020	07/24/2020	228.50
5969 - Coca Cola Bottling CO. Consolidated	2056204634	18 - Cascades Bottled Drinks	Paid by EFT # 36267	07/14/2020	07/14/2020	07/24/2020	07/24/2020	534.25
5819 - Synchrony Bank	0180	18 - Cascades - Candy, Chips,	Paid by Check # 72202	07/14/2020	07/14/2020	07/24/2020	07/24/2020	56.10
5819 - Synchrony Bank	6756	18 - Cascades - Gatorade	Paid by Check # 72202	07/14/2020	07/14/2020	07/24/2020	07/24/2020	43.92
5819 - Synchrony Bank	6613	18 - Cascades - Candy, Chips,	Paid by Check # 72202	07/14/2020	07/14/2020	07/24/2020	07/24/2020	51.46
5819 - Synchrony Bank	7984	18 - Cascades - Candy, Chips,	Paid by Check # 72202	07/14/2020	07/14/2020	07/24/2020	07/24/2020	112.38
				Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 6		\$1,026.61
Account 52420 - Other Supplies								
53005 - Menards, INC	51367	18 - Camp Supplies/orange	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	15.96
5819 - Synchrony Bank	7985	18-sharpies, index, lam	Paid by Check # 72202	07/14/2020	07/14/2020	07/24/2020	07/24/2020	36.16
				Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$52.12
				Program 183500 - Golf Services Totals		Invoice Transactions 14		\$7,696.20
Program 183501 - Golf Course - Pro Shop								
Account 43340 - Pro Shop Sales								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	839.19
				Account 43340 - Pro Shop Sales Totals		Invoice Transactions 1		\$839.19
Account 52330 - Street , Alley, and Sewer Material								
4072 - Acushnet Company	909107255	18-golf club special order	Paid by Check # 72180	07/14/2020	07/14/2020	07/24/2020	07/24/2020	211.32
4072 - Acushnet Company	909096561	18-golf balls	Paid by Check # 72180	07/14/2020	07/14/2020	07/24/2020	07/24/2020	601.51
4072 - Acushnet Company	909096562	18-pro shop items	Paid by Check # 72180	07/14/2020	07/14/2020	07/24/2020	07/24/2020	1,462.83
4072 - Acushnet Company	909069198	18-golf bags	Paid by Check # 72180	07/14/2020	07/14/2020	07/24/2020	07/24/2020	300.28



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

4072 - Acushnet Company	909153669	18-golf balls special order	Paid by Check # 72180	07/14/2020	07/14/2020	07/24/2020	07/24/2020	116.78
3978 - J & M Golf, INC	0598764-IN	18 - Tees and misc	Paid by EFT # 36325	07/14/2020	07/14/2020	07/24/2020	07/24/2020	76.14
Account 52330 - Street , Alley, and Sewer Material Totals						Invoice Transactions 6		\$2,768.86
Program 183501 - Golf Course - Pro Shop Totals						Invoice Transactions 7		\$3,608.05
Program 184000 - Natural Resources								
Account 43260 - Equipment Rentals								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	874.53
Account 43260 - Equipment Rentals Totals						Invoice Transactions 1		\$874.53
Account 43270 - Registration Fees								
Sarah Neuman	2020-00001173	18-Refunds	Paid by Check # 72265	07/14/2020	07/14/2020	07/24/2020	07/24/2020	16.00
Account 43270 - Registration Fees Totals						Invoice Transactions 1		\$16.00
Program 184000 - Natural Resources Totals						Invoice Transactions 2		\$890.53
Program 184500 - Youth Services -Juke Box								
Account 53510 - Electrical Services								
223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020	373.11
Account 53510 - Electrical Services Totals						Invoice Transactions 1		\$373.11
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 073120	18-Water Sewer Charges June	Paid by Check # 72167	07/13/2020	07/13/2020	07/13/2020	07/16/2020	288.59
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$288.59
Program 184500 - Youth Services -Juke Box Totals						Invoice Transactions 2		\$661.70
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	5198	18-Kid City Summer Camp	Paid by Check # 72202	07/14/2020	07/14/2020	07/24/2020	07/24/2020	9.96
5819 - Synchrony Bank	000000 GQPXMQ	18-Tissue Paper for Kid City	Paid by Check # 72202	07/14/2020	07/14/2020	07/24/2020	07/24/2020	23.10
5819 - Synchrony Bank	3660	18-eggs for Kid City Summer	Paid by Check # 72202	07/14/2020	07/14/2020	07/24/2020	07/24/2020	3.34
5819 - Synchrony Bank	438758975658	18- Amazon AJB Camp Fans	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	50.85
5819 - Synchrony Bank	637585449387	18-Amazon AJB Camp Infrared	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	359.96
5819 - Synchrony Bank	836945758399	18-Amazon AJB Camp Desk Fans	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	24.99
5819 - Synchrony Bank	967459687648	18-Amazon AJB Camp Alcohol	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	18.99



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

				Account 52420 - Other Supplies Totals	Invoice Transactions 7		\$491.19
				Program 184501 - Youth Services-Kid City Camps Totals	Invoice Transactions 7		\$491.19
Program 185000 - Twin Lakes Recreation Center							
Account 43220 - Facility Rentals							
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020 82.16
				Account 43220 - Facility Rentals Totals	Invoice Transactions 1		\$82.16
Account 43240 - Season Passes/Memberships							
Nadir Noon	2020-00001210	18-Refunds	Paid by Check # 72267	07/14/2020	07/14/2020	07/24/2020	07/24/2020 35.00
Mary Sudbury	2020-00001253	18-Refunds	Paid by Check # 72285	07/14/2020	07/14/2020	07/24/2020	07/24/2020 45.00
				Account 43240 - Season Passes/Memberships Totals	Invoice Transactions 2		\$80.00
Account 52210 - Institutional Supplies							
5819 - Synchrony Bank	974954636899	18-Amazon TLRC Portable	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020 369.00
				Account 52210 - Institutional Supplies Totals	Invoice Transactions 1		\$369.00
Account 52310 - Building Materials and Supplies							
394 - Kleindorfer Hardware & Variety	668618	18-primer, spray grips	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020 82.33
53005 - Menards, INC	51257	18-Hand Sanitizer, auto	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020 48.67
				Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 2		\$131.00
Account 52420 - Other Supplies							
5819 - Synchrony Bank	535664395897	18-Amazon TLRC Heavy Duty Hook	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020 28.98
5819 - Synchrony Bank	766396995583	18-Amazon TLRC Coat Rack and	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020 64.99
				Account 52420 - Other Supplies Totals	Invoice Transactions 2		\$93.97
Account 53510 - Electrical Services							
223 - Duke Energy	8300373001 07/20	18-Electric Charges for June	Paid by Check # 72140	07/08/2020	07/08/2020	07/08/2020	07/08/2020 (2,360.35)
				Account 53510 - Electrical Services Totals	Invoice Transactions 1		(\$2,360.35)
Account 53540 - Natural Gas							
222 - Vectren	02527656230706 20	18-Natural Gas	Paid by Check # 72162	07/08/2020	07/08/2020	07/08/2020	07/08/2020 107.50
				Account 53540 - Natural Gas Totals	Invoice Transactions 1		\$107.50
Account 53610 - Building Repairs							
53657 - Plymate, INC	2938795	18 - TLRC Entry Mat Service	Paid by EFT # 36373	07/14/2020	07/14/2020	07/24/2020	07/24/2020 78.62
				Account 53610 - Building Repairs Totals	Invoice Transactions 1		\$78.62



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

Program 185000 - Twin Lakes Recreation Center Totals				Invoice Transactions 11		(\$1,418.10)		
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	070920	18-TLRC Fitness Specialist	Paid by EFT # 36242	07/14/2020	07/14/2020	07/24/2020	07/24/2020	100.00
5007 - Emeline P O'Connor	070720	18- TLRC Group Exercise	Paid by EFT # 36364	07/14/2020	07/14/2020	07/24/2020	07/24/2020	37.50
1973 - Megan M Stark	070920	18-TLRC Fitness Specialist	Paid by EFT # 36410	07/14/2020	07/14/2020	07/24/2020	07/24/2020	60.00
Account 53940 - Temporary Contractual Employee Totals						Invoice Transactions 3		\$197.50
Program 185002 - TLRC-Health & Wellness Totals						Invoice Transactions 3		\$197.50
Program 185006 - TLRC-Concessions								
Account 43290 - Concessions								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	27.23
Account 43290 - Concessions Totals						Invoice Transactions 1		\$27.23
Account 43300 - Vending								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	17.34
Account 43300 - Vending Totals						Invoice Transactions 1		\$17.34
Program 185006 - TLRC-Concessions Totals						Invoice Transactions 2		\$44.57
Program 186503 - Community Events-Farmers' Market								
Account 43270 - Registration Fees								
Kim Beesley-Shatto	2020-00001224	18-Refunds	Paid by Check # 72210	07/14/2020	07/14/2020	07/24/2020	07/24/2020	54.00
Teresa Birtles	2020-00001225	18-Refunds	Paid by Check # 72213	07/14/2020	07/14/2020	07/24/2020	07/24/2020	186.00
Bread & Roses Nursery	2020-00001228	18-Refunds	Paid by Check # 72217	07/14/2020	07/14/2020	07/24/2020	07/24/2020	126.00
Sean Breeden-Ost	2020-00001227	18-Refunds	Paid by Check # 72218	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.00
Shu Jou Chang	2020-00001229	18-Refunds	Paid by Check # 72222	07/14/2020	07/14/2020	07/24/2020	07/24/2020	12.00
Linda Chapman	2020-00001230	18-Refunds	Paid by Check # 72223	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.00
Amanda Corry	2020-00001211	18-Refunds	Paid by Check # 72226	07/14/2020	07/14/2020	07/24/2020	07/24/2020	234.00
CSL Plasma Inc.	2020-00001125	18-Refunds	Paid by Check # 72227	07/14/2020	07/14/2020	07/24/2020	07/24/2020	130.00
Tim Dallmier	2020-00001231	18-Refunds	Paid by Check # 72228	07/14/2020	07/14/2020	07/24/2020	07/24/2020	48.00
Don Dunkerley	2020-00001232	18-Refunds	Paid by Check # 72229	07/14/2020	07/14/2020	07/24/2020	07/24/2020	36.00



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

Sarah Dye	2020-00001233	18-Refunds	Paid by Check # 72230	07/14/2020	07/14/2020	07/24/2020	07/24/2020	54.00
Earth Song Farm	2020-00001221	18-Refunds	Paid by Check # 72231	07/14/2020	07/14/2020	07/24/2020	07/24/2020	288.00
Mark Eskew	2020-00001235	18-Refunds	Paid by Check # 72232	07/14/2020	07/14/2020	07/24/2020	07/24/2020	12.00
Alvin Fisher	2020-00001236	18-Refunds	Paid by Check # 72235	07/14/2020	07/14/2020	07/24/2020	07/24/2020	36.00
John Flynn	2020-00001237	18-Refunds	Paid by Check # 72236	07/14/2020	07/14/2020	07/24/2020	07/24/2020	12.00
Freedom Valley Farm	2020-00001223	18-Refunds	Paid by Check # 72237	07/14/2020	07/14/2020	07/24/2020	07/24/2020	18.00
Goat Conspiracy	2020-00001220	18-Refunds	Paid by Check # 72239	07/14/2020	07/14/2020	07/24/2020	07/24/2020	134.00
Good Life Farms	2020-00001226	18-Refunds	Paid by Check # 72241	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.00
Daniel Graber	2020-00001238	18-Refunds	Paid by Check # 72242	07/14/2020	07/14/2020	07/24/2020	07/24/2020	80.00
Radovan Hajek	2020-00001239	18-Refunds	Paid by Check # 72243	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.00
J.A. Hartenfeld	2020-00001241	18-Refunds	Paid by Check # 72244	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.00
Joseph Johnson	2020-00001242	18-Refunds	Paid by Check # 72247	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.00
Dale Jones	2020-00001243	18-Refunds	Paid by Check # 72248	07/14/2020	07/14/2020	07/24/2020	07/24/2020	88.00
Nicole Keaton	2020-00001244	18-Refunds	Paid by Check # 72249	07/14/2020	07/14/2020	07/24/2020	07/24/2020	4.00
Chester Lehman	2020-00001246	18-Refunds	Paid by Check # 72251	07/14/2020	07/14/2020	07/24/2020	07/24/2020	40.00
Dale Marchino	2020-00001247	18-Refunds	Paid by Check # 72252	07/14/2020	07/14/2020	07/24/2020	07/24/2020	36.00
Dan McCullough	2020-00001248	18-Refunds	Paid by Check # 72254	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.00
Sean McKinney	2020-00001249	18-Refunds	Paid by Check # 72255	07/14/2020	07/14/2020	07/24/2020	07/24/2020	80.00
Melanie McQuinn	2020-00001250	18-Refunds	Paid by Check # 72256	07/14/2020	07/14/2020	07/24/2020	07/24/2020	210.00
Jonathan Navota	2020-00001251	18-Refunds	Paid by Check # 72264	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.00
Gene Newton	2020-00001252	18-Refunds	Paid by Check # 72266	07/14/2020	07/14/2020	07/24/2020	07/24/2020	48.00
Aaron Pollitt	2020-00001213	18-Refunds	Paid by Check # 72271	07/14/2020	07/14/2020	07/24/2020	07/24/2020	80.00
Melissa Pope	2020-00001214	18-Refunds	Paid by Check # 72272	07/14/2020	07/14/2020	07/24/2020	07/24/2020	40.00



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

Titus Raber	2020-00001215	18-Refunds	Paid by Check # 72273	07/14/2020	07/14/2020	07/24/2020	07/24/2020	48.00
Rainbow Tropical Plants	2020-00001245	18-Refunds	Paid by Check # 72274	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.00
Red Frazier Bison	2020-00001212	18-Refunds	Paid by Check # 72275	07/14/2020	07/14/2020	07/24/2020	07/24/2020	54.00
Daniel Reeves	2020-00001217	18-Refunds	Paid by Check # 72276	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.00
Melvin Reeves	2020-00001216	18-Refunds	Paid by Check # 72277	07/14/2020	07/14/2020	07/24/2020	07/24/2020	9.00
Perry Richardson	2020-00001218	18-Refunds	Paid by Check # 72279	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.00
Kip Schlegel	2020-00001219	18-Refunds	Paid by Check # 72282	07/14/2020	07/14/2020	07/24/2020	07/24/2020	36.00
Triple H Wagyu Cattle Co.	2020-00001240	18-Refunds	Paid by Check # 72287	07/14/2020	07/14/2020	07/24/2020	07/24/2020	72.00
Twilight Dairy	2020-00001234	18-Refunds	Paid by Check # 72288	07/14/2020	07/14/2020	07/24/2020	07/24/2020	18.00
Alice Young	2020-00001222	18-Refunds	Paid by Check # 72293	07/14/2020	07/14/2020	07/24/2020	07/24/2020	48.00
			Account 43270 - Registration Fees Totals			Invoice Transactions 43		\$3,163.00

Account **47230 - Gift Certificate**

7363 - Burt(Feast Market and Cellar)	2136	Market Bucks and Gift	Paid by EFT # 36256	07/14/2020	07/14/2020	07/24/2020	07/24/2020	20.00
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Account **47230 - Gift Certificate** Totals Invoice Transactions 1 \$20.00

Account **47240 - EBT Market Bucks**

7393 - BloomingBowls, LLC	2108	Market Bucks	Paid by EFT # 36249	07/14/2020	07/14/2020	07/24/2020	07/24/2020	9.00
7393 - BloomingBowls, LLC	2116	Market Bucks	Paid by EFT # 36249	07/14/2020	07/14/2020	07/24/2020	07/24/2020	6.00
7393 - BloomingBowls, LLC	2123	Market Bucks	Paid by EFT # 36249	07/14/2020	07/14/2020	07/24/2020	07/24/2020	15.00
7393 - BloomingBowls, LLC	2131	Market Bucks	Paid by EFT # 36249	07/14/2020	07/14/2020	07/24/2020	07/24/2020	33.00
7363 - Burt(Feast Market and Cellar)	2136	Market Bucks and Gift	Paid by EFT # 36256	07/14/2020	07/14/2020	07/24/2020	07/24/2020	48.00
5705 - Canku Luta, INC	2127	Market Bucks	Paid by EFT # 36258	07/14/2020	07/14/2020	07/24/2020	07/24/2020	54.00
3973 - Amanda Corry	2111	Market Bucks	Paid by EFT # 36271	07/14/2020	07/14/2020	07/24/2020	07/24/2020	372.00
4360 - Earth Song Farm, LLC	2134	Market Bucks	Paid by EFT # 36281	07/14/2020	07/14/2020	07/24/2020	07/24/2020	30.00
6431 - Alvin M Fisher	2113	Market Bucks	Paid by EFT # 36291	07/14/2020	07/14/2020	07/24/2020	07/24/2020	63.00



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

6440 - Good Life Farms II, LLC	2109	Market Bucks	Paid by EFT # 36300	07/14/2020	07/14/2020	07/24/2020	07/24/2020	24.00
6440 - Good Life Farms II, LLC	2110	Market Bucks	Paid by EFT # 36300	07/14/2020	07/14/2020	07/24/2020	07/24/2020	12.00
12527 - Hoosier Honey	2115	Market Bucks	Paid by EFT # 36308	07/14/2020	07/14/2020	07/24/2020	07/24/2020	66.00
52276 - Hunter's Honey Farm	2118	Market Bucks	Paid by EFT # 36312	07/14/2020	07/14/2020	07/24/2020	07/24/2020	213.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	2125	Market Bucks	Paid by EFT # 36327	07/14/2020	07/14/2020	07/24/2020	07/24/2020	42.00
5200 - Chester L Lehman (Olde Lane Orchard)	2130	Market Bucks	Paid by EFT # 36338	07/14/2020	07/14/2020	07/24/2020	07/24/2020	162.00
4281 - Living Roots, INC	2137	Market Bucks	Paid by EFT # 36342	07/14/2020	07/24/2020	07/24/2020	07/24/2020	417.00
5079 - Louise Miracle	2122	Market Bucks	Paid by EFT # 36351	07/14/2020	07/14/2020	07/24/2020	07/24/2020	12.00
5550 - Rajarajeswari Muthukrishnan	2120	Market Bucks	Paid by EFT # 36355	07/14/2020	07/14/2020	07/24/2020	07/24/2020	12.00
5550 - Rajarajeswari Muthukrishnan	2117	Market Bucks	Paid by EFT # 36355	07/14/2020	07/14/2020	07/24/2020	07/24/2020	18.00
4374 - Olde Lane Orchard (DO NOT USE)	2124	Market Bucks	Paid by Check # 72194	07/14/2020	07/14/2020	07/24/2020	07/24/2020	171.00
14571 - Melvin E Reeves	2107	Market Bucks	Paid by EFT # 36378	07/14/2020	07/14/2020	07/24/2020	07/24/2020	33.00
14571 - Melvin E Reeves	2126	Market Bucks	Paid by EFT # 36378	07/14/2020	07/14/2020	07/24/2020	07/24/2020	36.00
12422 - Kip Schlegel	2121	Market Bucks	Paid by EFT # 36391	07/14/2020	07/14/2020	07/24/2020	07/24/2020	69.00
4428 - Nicolas S Schultz	2135	Market Bucks	Paid by EFT # 36393	07/14/2020	07/14/2020	07/24/2020	07/24/2020	51.00
6618 - James Sigman	2106	Market Bucks	Paid by EFT # 36398	07/14/2020	07/14/2020	07/24/2020	07/24/2020	66.00
4433 - Emanuel Slabaugh	2129	Market Bucks	Paid by EFT # 36400	07/14/2020	07/14/2020	07/24/2020	07/24/2020	114.00
5673 - Stephen Stoll	2119	Market Bucks	Paid by EFT # 36412	07/14/2020	07/14/2020	07/24/2020	07/24/2020	240.00
6623 - Twilight Dairy, LLC	2132	Market Bucks	Paid by EFT # 36429	07/14/2020	07/14/2020	07/24/2020	07/24/2020	141.00
5159 - Timothy A Vanzant	2114	Market Bucks	Paid by EFT # 36432	07/14/2020	07/14/2020	07/24/2020	07/24/2020	63.00
3666 - Marie Wagler	2128	Market Bucks	Paid by EFT # 36434	07/14/2020	07/14/2020	07/24/2020	07/24/2020	87.00
7364 - Richard Warren (Metro Market Garden, LLC)	2112	Market Bucks	Paid by EFT # 36435	07/14/2020	07/14/2020	07/24/2020	07/24/2020	18.00
5752 - Wild Alaska Salmon & Seafood, INC	2133	Market Bucks	Paid by EFT # 36440	07/14/2020	07/14/2020	07/24/2020	07/24/2020	78.00



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

				Account 47240 - EBT Market Bucks Totals		Invoice Transactions 32		\$2,775.00
Account 52420 - Other Supplies								
9269 - Ferguson Facilities Supply, HP Products #3400	0139309-1	18- Market Cleaning	Paid by EFT # 36289	07/14/2020	07/14/2020	07/24/2020	07/24/2020	4.33
394 - Kleindorfer Hardware & Variety	668565	18-3m tape	Paid by EFT # 36332	07/14/2020	07/14/2020	07/24/2020	07/24/2020	7.19
53005 - Menards, INC	50792	18- face masks for Farmers'	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	67.38
53005 - Menards, INC	50816	18- Masks for Market	Paid by Check # 72193	07/14/2020	07/14/2020	07/24/2020	07/24/2020	17.78
5819 - Synchrony Bank	446636845789	18-Amazon Summer	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	754.23
				Account 52420 - Other Supplies Totals		Invoice Transactions 5		\$850.91
Account 53940 - Temporary Contractual Employee								
3875 - Sandra Salinas-Kobyłka	070520	18 - Market Cleaning	Paid by EFT # 36389	07/14/2020	07/14/2020	07/24/2020	07/24/2020	195.00
				Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 1		\$195.00
				Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 82		\$7,003.91
Program 186504 - Senior Expo								
Account 43270 - Registration Fees								
Adaptive Nursing	2020-00001134	18-Refunds	Paid by Check # 72205	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
All Things Canine	2020-00001177	18-Refunds	Paid by Check # 72206	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Aperion Care	2020-00001184	18-Refunds	Paid by Check # 72208	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Bath Experts	2020-00001126	18-Refunds	Paid by Check # 72209	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Bell Trace Health and Living	2020-00001136	18-Refunds	Paid by Check # 72211	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Better Day Club	2020-00001127	18-Refunds	Paid by Check # 72212	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Bloomington Newcomers and Neighbors Club	2020-00001183	18-Refunds	Paid by Check # 72214	07/14/2020	07/14/2020	07/24/2020	07/24/2020	25.00
Bloomington Peace Choir	2020-00001182	18-Refunds	Paid by Check # 72215	07/14/2020	07/14/2020	07/24/2020	07/24/2020	25.00
Bloomington Worldwide Friendship	2020-00001133	18-Refunds	Paid by Check # 72216	07/14/2020	07/14/2020	07/24/2020	07/24/2020	25.00
Brown County Health and Living	2020-00001128	18-Refunds	Paid by Check # 72219	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Ellen Campbell	2020-00001181	18-Refunds	Paid by Check # 72220	07/14/2020	07/14/2020	07/24/2020	07/24/2020	25.00
Caregiver Homes	2020-00001176	18-Refunds	Paid by Check # 72221	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

Comfort Keepers	2020-00001129	18-Refunds	Paid by Check # 72224	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Consider It Done Transition Services	2020-00001141	18-Refunds	Paid by Check # 72225	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Everdry Waterproofing	2020-00001142	18-Refunds	Paid by Check # 72233	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Frisco Enterprises	2020-00001130	18-Refunds	Paid by Check # 72238	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Golden Living Center-Bloomington #2046	2020-00001143	18-Refunds	Paid by Check # 72240	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Merrifield Exteriors	2020-00001131	18-Refunds	Paid by Check # 72258	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Monroe County Parks and Recreation	2020-00001148	18-Refunds	Paid by Check # 72260	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Monroe County YMCA	2020-00001175	18-Refunds	Paid by Check # 72262	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Monroe Hospital	2020-00001150	18-Refunds	Paid by Check # 72263	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Renewal By Anderson	2020-00001132	18-Refunds	Paid by Check # 72278	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Sage Rivers Wellness	2020-00001157	18-Refunds	Paid by Check # 72280	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Santo Family Insurance	2020-00001153	18-Refunds	Paid by Check # 72281	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
State Health insurance Assistance Program	2020-00001156	18-Refunds	Paid by Check # 72284	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Unique Home Solutions	2020-00001154	18-Refunds	Paid by Check # 72289	07/14/2020	07/14/2020	07/24/2020	07/24/2020	300.00
WGCL	2020-00001155	18-Refunds	Paid by Check # 72290	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
Account 43270 - Registration Fees Totals						Invoice Transactions 27		\$3,700.00
Account 43410 - Advertising								
Amedisys Home Health	2020-00001138	18-Refunds	Paid by Check # 72207	07/14/2020	07/14/2020	07/24/2020	07/24/2020	250.00
Evergreen Village	2020-00001137	18-Refunds	Paid by Check # 72234	07/14/2020	07/14/2020	07/24/2020	07/24/2020	250.00
Humana	2020-00001145	18-Refunds	Paid by Check # 72246	07/14/2020	07/14/2020	07/24/2020	07/24/2020	250.00
Meadowood Retirement Community	2020-00001178	18-Refunds	Paid by Check # 72257	07/14/2020	07/14/2020	07/24/2020	07/24/2020	250.00
Monroe County Prosecutor's Office	2020-00001179	18-Refunds	Paid by Check # 72261	07/14/2020	07/14/2020	07/24/2020	07/24/2020	250.00
Osmon Chiropractic Center	2020-00001152	18-Refunds	Paid by Check # 72269	07/14/2020	07/14/2020	07/24/2020	07/24/2020	500.00



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

Outreach Education Installations	2020-00001139	18-Refunds	Paid by Check # 72270	07/14/2020	07/14/2020	07/24/2020	07/24/2020	250.00
William Bros Healthcare Pharmacy	2020-00001180	18-Refunds	Paid by Check # 72291	07/14/2020	07/14/2020	07/24/2020	07/24/2020	500.00

Account 43410 - Advertising Totals	Invoice Transactions 8	<hr/> \$2,500.00
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Program 186504 - Senior Expo Totals	Invoice Transactions 35	<hr/> \$6,200.00
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Program **187001 - Adult Sports-Softball**

Account **43220 - Facility Rentals**

204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	11.71
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Account 43220 - Facility Rentals Totals	Invoice Transactions 1	<hr/> \$11.71
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Account **53910 - Dues and Subscriptions**

822 - Indiana Amateur Softball Association, INC	20200019	18- TLSP USA Softball of	Paid by EFT # 36315	07/14/2020	07/14/2020	07/24/2020	07/24/2020	663.00
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Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<hr/> \$663.00
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Account **53940 - Temporary Contractual Employee**

7408 - Lee Cary Ainsworth	062720	18-Online Market Payment- 6/27	Paid by EFT # 36232	07/14/2020	07/14/2020	07/24/2020	07/24/2020	125.00
7412 - Ralph Caldwell	062720	18-Umpire	Paid by Check # 72183	07/14/2020	07/14/2020	07/24/2020	07/24/2020	100.00
20105 - Brandon B Chambers	062720	18- TLSP Umpire- Chambers	Paid by EFT # 36261	07/14/2020	07/14/2020	07/24/2020	07/24/2020	175.00
6538 - Shane Michael Davis	062720	18- TLSP Umpire- Davis	Paid by EFT # 36277	07/14/2020	07/14/2020	07/24/2020	07/24/2020	150.00
7409 - Benjamin Steven Edge	062720	18- TLSP Umpire- Ben Edge	Paid by EFT # 36283	07/14/2020	07/14/2020	07/24/2020	07/24/2020	125.00
2104 - Brian C Edge	062720	18- TLSP Umpire- Brian Edge	Paid by EFT # 36284	07/14/2020	07/14/2020	07/24/2020	07/24/2020	100.00
17565 - Michael B Hicks (Contractual)	062720	18-Online Market Payment- 6/27	Paid by EFT # 36304	07/14/2020	07/14/2020	07/24/2020	07/24/2020	100.00
5224 - Michael L LaGrave	062720	18- TLSP Umpire- LaGrave	Paid by EFT # 36336	07/14/2020	07/14/2020	07/24/2020	07/24/2020	100.00
7419 - Jeffrey A Nelson	062720	18- TLSP Umpire- Nelson	Paid by EFT # 36358	07/14/2020	07/14/2020	07/24/2020	07/24/2020	100.00
7410 - Michelle Riester	062720	18- TLSP Umpire- Riester	Paid by EFT # 36385	07/14/2020	07/14/2020	07/24/2020	07/24/2020	125.00
4939 - Charles W Stone	062720	18- TLSP Umpire- Stone	Paid by EFT # 36413	07/14/2020	07/14/2020	07/24/2020	07/24/2020	100.00

Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 11	<hr/> \$1,300.00
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Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 13	<hr/> \$1,974.71
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Program **187006 - Adult Sports-Concessions**

Account **43290 - Concessions**



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	5.89
Account 43295 - Concessions FB Tax Totals								\$5.89
204 - State Of Indiana	June 2020 FB Tax	18-FB Tax June 2020	Paid by EFT # 36224	07/17/2020	07/17/2020	07/17/2020	07/17/2020	1.30
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	9.15
Account 43295 - Concessions FB Tax Totals								\$10.45
Program 187006 - Adult Sports-Concessions Totals								\$16.34
Program 187503 - Banneker-Classes								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	438398836948	18-Amazon Banneker	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	25.49
5819 - Synchrony Bank	745434385448	18- Amazon Refund	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	(45.99)
5819 - Synchrony Bank	794886646483	18-Amazon Banneker Pencil	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	223.56
5819 - Synchrony Bank	869697354999	18-Amazon Banneker Activity	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	59.98
5819 - Synchrony Bank	967575347663	18-Amazon Banneker Activity	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	103.17
5819 - Synchrony Bank	993556376845	18-Amazon Banneker	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	125.94
5819 - Synchrony Bank	996334935938	18-Amazon Banneker Activity	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	112.86
Account 52420 - Other Supplies Totals								\$605.01
Program 187503 - Banneker-Classes Totals								\$605.01
Program 189003 - Operations-Open Shelters								
Account 43220 - Facility Rentals								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	148.50
Account 43220 - Facility Rentals Totals								\$148.50
Program 189003 - Operations-Open Shelters Totals								\$148.50
Program 189006 - Switchyard Property								
Account 43220 - Facility Rentals								
204 - State Of Indiana	June 2020 Sales	18-Sales Tax June 2020	Paid by EFT # 36225	07/17/2020	07/17/2020	07/17/2020	07/17/2020	19.20
Account 43220 - Facility Rentals Totals								\$19.20
Program 189006 - Switchyard Property Totals								\$19.20
Program G20002 - Banneker ROI								
Account 53610 - Building Repairs								



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

11611 - Woods Electrical Contractors, INC	2005COBBANP	18-BBCC-ROI Electrical	Paid by EFT # 36442	07/14/2020	07/14/2020	07/24/2020	07/24/2020	1,149.49
			Account 53610 - Building Repairs Totals			Invoice Transactions	1	\$1,149.49
			Program G20002 - Banneker ROI Totals			Invoice Transactions	1	\$1,149.49
Program G20005 - 2020 Bannaker Nature Days								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	446636845789	18-Amazon Summer	Paid by EFT # 36417	07/14/2020	07/14/2020	07/24/2020	07/24/2020	303.16
			Account 52420 - Other Supplies Totals			Invoice Transactions	1	\$303.16
			Program G20005 - 2020 Bannaker Nature Days Totals			Invoice Transactions	1	\$303.16
Program G20011 - 2020 Summer Food								
Account 53990 - Other Services and Charges								
3614 - Chef For Hire, INC	11142	18-BBCC-June SFSP Meals	Paid by EFT # 36263	07/14/2020	07/14/2020	07/24/2020	07/24/2020	20,097.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions	1	\$20,097.00
			Program G20011 - 2020 Summer Food Totals			Invoice Transactions	1	\$20,097.00
			Department 18 - Parks & Recreation Totals			Invoice Transactions	193	\$49,688.96
			Fund 201 - Parks and Rec Non Reverting Totals			Invoice Transactions	193	\$49,688.96
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016D - 2016 D Lower Cascades								
Account 54510 - Other Capital Outlays								
19741 - Mader Design, LLC	1176	18- Cascades Green Yard	Paid by EFT # 36346	07/14/2020	07/14/2020	07/24/2020	07/24/2020	254.51
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions	1	\$254.51
			Program 18016D - 2016 D Lower Cascades Totals			Invoice Transactions	1	\$254.51
			Department 18 - Parks & Recreation Totals			Invoice Transactions	1	\$254.51
			Fund 977 - Parks 2016 GO Bond Proceeds Totals			Invoice Transactions	1	\$254.51
Fund 980 - 2018 BicentennialBnd Prcd900030								
Department 18 - Parks & Recreation								
Program 18018C - Enrty Ways St Trees Alley Enhanc								
Account 54510 - Other Capital Outlays								
3444 - Rundell Ernstberger Associates, INC	191565-6	18-Gateway Design Fees	Paid by EFT # 36387	07/14/2020	07/14/2020	07/24/2020	07/24/2020	7,786.00
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions	1	\$7,786.00
			Program 18018C - Enrty Ways St Trees Alley Enhanc Totals			Invoice Transactions	1	\$7,786.00
			Department 18 - Parks & Recreation Totals			Invoice Transactions	1	\$7,786.00
			Fund 980 - 2018 BicentennialBnd Prcd900030 Totals			Invoice Transactions	1	\$7,786.00



Park & Rec Board Register

Invoice Date Range 07/08/20 - 07/24/20

Grand Totals	Invoice Transactions 340	<u>\$152,793.31</u>
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REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/24/2020	Claims				152,793.31
					<u>152,793.31</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 \$ 152,793.31

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
7/17/2020	Payroll				187,368.65
					<u>187,368.65</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 187,368.65

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 Officer _____

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2019	2019	2019	2019	2020	2020	2020	
June	Total	Actual	Expenses	% of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	June	to date	Budget	June	to date	change
General Fund								
Administration	754,420	758,283	413,966	54.59%	737,200	446,436	60.56%	7.84%
Health & Wellness	82,869	81,370	51,593	63.41%	107,016	42,204	39.44%	-18.20%
Community Relations	460,058	438,510	180,990	41.27%	487,964	190,473	37.09%	5.24%
Aquatics	312,312	313,737	138,987	44.30%	378,257	42,319	11.19%	-69.55%
Frank Southern Center	359,863	325,424	152,861	46.97%	381,828	195,068	51.09%	27.61%
Golf Services	1,010,569	989,556	603,060	60.94%	706,904	274,596	38.84%	-54.47%
Natural Resources	396,163	344,801	150,245	43.57%	388,562	150,464	38.72%	0.15%
Youth Programs	64,888	69,539	33,086	47.58%	62,293	39,855	63.98%	20.46%
TLRC	287,976	286,763	143,543	50.06%	294,799	138,892	47.11%	-3.24%
Community Events	407,645	387,801	174,368	44.96%	405,346	203,812	50.28%	16.89%
Adult Sports	242,956	263,260	145,244	55.17%	286,511	100,629	35.12%	-30.72%
Youth Sports	225,060	228,014	127,661	55.99%	295,022	122,735	41.60%	-3.86%
BBCC	320,540	308,233	139,428	45.23%	444,450	142,188	31.99%	1.98%
Inclusive Recreation	82,561	80,708	34,316	42.52%	86,491	40,917	47.31%	19.23%
Operations	1,964,968	1,766,848	784,236	44.39%	1,979,870	852,745	43.07%	8.74%
Switchyard Property	47,452	47,202	2,857	6.05%	256,821	71,647	27.90%	0.00%
Landscaping	475,315	440,698	200,110	45.41%	613,368	225,584	36.78%	12.73%
Cemeteries	184,917	191,517	93,431	48.78%	211,863	80,067	37.79%	-14.30%
Urban Forestry	569,707	657,294	363,917	55.37%	514,292	162,505	31.60%	-55.35%
General Fund total:	7,495,818	7,979,559	3,933,899	49.30%	8,638,857	3,523,134	40.78%	-10.44%
Non-Reverting Fund								
Administration	14,150	6,180	3,721	60.21%	14,650	8,035	54.85%	115.95%
Health & Wellness	1,376	1,961	646	32.94%	1,650	134	8.14%	-79.20%
Community Relations	5,350	3,924	300	7.64%	5,350	2,660	49.71%	786.57%
Aquatics	61,716	98,130	68,412	69.72%	81,959	35,428	43.23%	-48.21%
Frank Southern Cent	93,697	104,544	49,627	47.47%	86,859	35,968	41.41%	-27.52%
Golf Services	70,000	236,525	51,741	21.88%	168,852	62,493	37.01%	0.00%
Natural Resources	63,029	29,777	9,506	31.92%	65,429	13,112	20.04%	0.00%
Youth Programs	213,180	153,132	75,623	49.38%	238,025	18,298	7.69%	-75.80%
*TLRC - day to day	454,998	513,349	300,562	58.55%	570,919	226,542	39.68%	-24.63%
Community Events	184,027	189,206	83,868	44.33%	250,680	94,930	37.87%	13.19%
Adult Sports	128,905	159,548	47,722	29.91%	140,331	16,865	12.02%	-64.66%
Youth Sports	8,919	53,273	44,865	84.22%	9,482	4,370	46.09%	-90.26%
BBCC	1,610	4,903	2,266	46.21%	41,962	95	0.23%	-95.83%
Childcare Program	0	0	0	0.00%	0	3,216	0.00%	100.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	49,610	56,605	2,506	4.43%	42,610	268	0.63%	0.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	0	12,737	424	3.33%	27,577	29,153	105.72%	0.00%
Landscaping (CCC P	0	6,883	0	0.00%	6,150		0.00%	0.00

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		14,126						
19-20 MCCSC 21st Com Learn					14,269			
Community Banneker Bus								
G14006 Out-of School Prg.								
G15008 Summer Food Prg.				11,115				
G15009 Nature Days S/Star								
Griffy Lake Nature Day		934						
Wapehani I-69 Mitigation								
Leonard Springs Nature		1,779						
Banneker Nature Day		474			450			
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act		6,590		9,936				
Goat Farm								
Giffy LARE		2,800			6,383			
Deer Cull					25,000			
Banneker ROI					129,406			
Other Misc Funds total:	0	0	26,800	0.00%	21,935	175,509		
TOTAL ALL FUNDS	9,328,497	10,086,198	4,947,123	49.05%	10,895,276	4,489,252	41.20%	-9.26%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues June 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>June</u>	<u>to date</u>	<u>for year</u>	<u>June</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	2,985	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	79,833	35.78%	186,000	0	0.00%	0.00%
Frank Southern	201,300	223,101	117,513	20.65%	199,300	97,898	49.12%	-16.69%
Golf Services	619,500	569,031	276,933	0.00%	599,500	264,918	44.19%	-4.34%
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	10,980	21.98%	12,165	2,850	23.43%	-74.04%
Adult Sports	51,000	49,965	24,785	59.34%	54,000	7,383	13.67%	0.00%
Youth Sports	30,000	41,769	2,936	22.57%	30,500	-49	-0.16%	-101.67%
BBCC	12,000	13,010	4,740	887.60%	15,000	2,704	18.03%	-42.95%
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	0	0.00%	32,525	18,600	57.19%	0.00%
Urban Forestry		0	13,400	0.00%		0	0.00%	0.00%
Subtotal Program Re	1,157,025	1,132,300	534,639	47.22%	1,129,490	394,389	34.92%	-26.23%
General Fund Total	7,615,474	7,708,939	6,992,588	90.71%	7,642,515	6,907,414	90.38%	-1.22%
Non-Reverting Fund								
Administration	40,600	34,800	17,289	49.68%	35,600	12,989	36.49%	-24.87%
Health & Wellness	4,840	2,350	384	16.34%	3,915	-2	-0.05%	-100.52%
Community Relations	5,400	2,400	1,500	62.50%	5,400	2,000	37.04%	0.00%
Aquatics	108,200	88,089	50,339	57.15%	86,301	2,284	2.65%	-95.46%
Frank Southern	124,300	98,907	28,999	29.32%	123,300	23,630	19.17%	-18.51%
Golf Services	76,000	117,749	47,887	40.67%	156,500	60,436	38.62%	26.20%
Natural Resources	70,000	71,161	32,428	45.57%	70,000	26,357	37.65%	-18.72%
Youth Programs	215,500	248,728	176,859	71.11%	246,740	86,088	34.89%	-51.32%
*TLRC -Operational	1,253,774	712,603	389,442	54.65%	1,065,974	222,343	20.86%	-42.91%
Community Events	196,541	208,808	132,450	63.43%	200,311	137,406	68.60%	3.74%
Adult Sports	132,400	131,295	57,928	44.12%	143,500	14,514	10.11%	-74.95%
Youth Sports	4,002	7,202	5,348	74.26%	4,002	-2	-0.05%	-100.04%
BBCC	5,250	14,599	5,431	37.20%	7,600	3,505	46.12%	-35.47%
Operations	64,800	63,317	31,946	50.45%	64,800	16,197	25.00%	-49.30%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Prop	0	34,951	2	0.01%	12,500	13,793	110.35%	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	3,953	41.38%	9,500	4,300	45.26%	0.00%
N-R Fund subtotal:	2,311,507	1,846,513	982,186	53.19%	2,236,343	626,587	28.02%	-36.20%
Other Misc Funds								
G-17-18 MCCSC 21st Com					14,210			

G18-19 MCCSC 21st Com			9,069		30,000			
G19-20 MCCSC 21st Com					30,000	11,008		
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			14,993		
G15008 Leonard Spring								
G15009 Griffy Nature Days								
(902) Rose Hill Trust						228		
G17007 - Goat Farm								
Banneker Nature Days			4,860					
Yth & Adolescent Phy Act					8,000			
Nature Days Star								
2019 Deer Cull IN DNR CHAP						25,000		
Other Misc Funds total:	0	0	16,729		155,074	51,229		
TOTAL ALL FUNDS	9,926,981	9,555,453	7,991,502	83.63%	10,033,932	7,585,229	75.60%	-5.08%

	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	6/30/2020	revenue	6/30/2020	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	12,988.66		8,035.38	0.00	4,953.28	264,976.64
181001	Health & Wellness	9,413.82	(2.00)		134.35	0.00	(136.35)	9,277.47
181100	Community Relations	34,414.61	2,000.00		2,659.72	0.00	(659.72)	33,754.89
182001	Aquatics	389,055.59	2,284.00		35,427.60	0.00	(33,143.60)	355,911.99
182500	Frank Southern Center	191,273.69	23,630.47		35,968.04	0.00	(12,337.57)	178,936.12
183500	Golf Course	143,501.45	60,435.85		62,492.73	0.00	(2,056.88)	141,444.57
184000	Natural Resources	291,563.17	26,356.66		13,111.96	0.00	13,244.70	304,807.87
184500	Allison Jukebox	272,563.31	86,087.90		18,297.50	0.00	67,790.40	340,353.71
	TLRC	(1,667,433.65)	177,187.79		465,585.57	0.00	(288,397.78)	(1,955,831.43)
185009	TLRC Reserve	729,334.12	45,155.58		0.00	0.00	45,155.58	774,489.70
186500	Community Events	522,561.92	137,405.85		94,930.16	0.00	42,475.69	565,037.61
187001	Adult Sports	34,936.55	14,513.57		16,864.61	0.00	(2,351.04)	32,585.51
187202	Youth Sports	59,446.16	(2.08)		4,370.12	0.00	(4,372.20)	55,073.96
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	64,519.89	3,504.83		94.52	0.00	3,410.31	67,930.20
	Childcare Program	0.00	0.00		3,216.02	0.00	(3,216.02)	(3,216.02)
189000	Operations	177,810.51	16,197.01		268.24	0.00	15,928.77	193,739.28
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	238,307.62	13,793.16		29,152.57	0.00	(15,359.41)	222,948.21
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	626,587.25	0.00	790,609.09	0.00	(164,021.84)	1,629,526.53

* 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.

(164,021.84)

**INCREASE/DECREASE
FOR THE CURRENT**

Bloomington Parks and Recreation Surplus Declaration Form

June

June

[illegible]



STAFF REPORT

Agenda Item: C-1
Date: 7-23-2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Daren Eads, Facility Coordinator
DATE: July 28, 2020
SUBJECT: REVIEW/APPROVAL OF PHOTIZO, LLC (dba FISH WINDOW CLEANING) SERVICE AGREEMENT

Recommendation

Staff recommends the review/approval of the Photizo, LLC (dba Fish Window Cleaning) service agreement for the Sports Division. If this service is used, funds would be from facility operations budget lines: GF 200-18-183500-53610 (Golf Services); NR 201-18-185000-53610 (TLRC); GF 200-18-182500-53610 (Frank Southern Center)

Background

Fish Window Cleaning provides not interior and exterior window cleaning, as well additional maintenance services including gutter cleaning, painting services, and construction clean-up. Typically, we use this service on an “as needed” basis.

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. “Public Work” means any service done on city property that is paid for out of a public fund. The manual outlines that if the work involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing. These service contracts are to manage emergency or standard repairs and/or service as the need arises.

RESPECTFULLY SUBMITTED,

Sports Facility Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PHOTIZO, LLC (dba FISH WINDOW CLEANING)

This Agreement, entered into on this ____ day of _____, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Photizo, LLC, dba Fish Window Cleaning. ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services at City park properties and facilities at an hourly rate of Forty Five Dollars (\$45.00), plus materials, regardless of day or time. 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 Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park; Aaron Craig for Cascades Golf Course; and Dee Tuttle for Frank Southern Center, Pools and Winslow Sports Complex 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. Upon agreement with both parties this agreement may be extended for one year.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park; Aaron Craig for Cascades Golf Course; and Dee Tuttle for Frank Southern Center, Pools and Winslow Sports Complex City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed.

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each

accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington, Attn: Daren Eads for TLRC; Scott Pedersen for Twin Lakes Sports Park; Aaron Craig for Cascades Golf Course; and Dee Tuttle for Frank Southern Center, Pools and Winslow Sports Complex, 401 N. Morton, Bloomington, IN 47402.

Contractor: Fish Window Cleaning, PO Box 7885., Bloomington, IN 47407. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Photizo, LLC

Philippa M. Guthrie, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Printed Name and Title

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF)

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

- Signature

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

Photizo, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

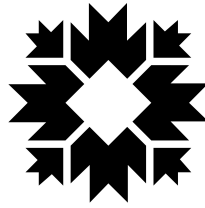
Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-2
Date: 7/23/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: July 28, 2020
SUBJECT: BRYAN PARK TENNIS COURTS COATING AND LINING

Recommendation

Staff recommends approval of this contract with Tennis Technology Inc. Funding is from General Obligation Bond: GL977-18-18016c-54510, amount of \$25,895.

Background

The Bryan Park tennis courts are to be repaved in August 2020. After curing, this contract allows coating and lining. Quote packages were sent out on June 8, 2020. We received one quote from the primary contractor we do business with in this area. They have done quality work and we feel this is a competitive price for the services.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
TENNIS TECHNOLOGY
FOR
BRYAN PARK TENNIS COURTS COATING AND LINING**

This Agreement, entered into on this ____ day of _____, 2020 ___, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Tennis Technology, Inc. ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to have Bryan Park tennis courts coated and lined; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform tennis court coating and lining (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 November 15, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty Five Thousand Eight Hundred Ninty Five Dollars and zero cents (\$25,895.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall perform the Services by November 15, 2020. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington		Tennis Technology Inc.
Attn: John Turnbull		Jesse Henderson
401 N. Morton, Suite 250		P.O. Box 19709
Bloomington, Indiana 47402		Louisville, KY 40259

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

TENNIS TECHNOLOGY INC.

Philippa M. Guthrie, Corporation Counsel

Jesse Henderson, Vice President

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:

Contractor needs to inspect and make a detailed survey of the existing conditions of the site. Tennis center anchors(existing) and post height(existing) is a part of this quote. Anchors need to be functional and height needs to be USTA specifications.

Paving is scheduled to be completed by mid-August 2020. Coating can be done after 30 days cured. A water source is very close and can be used for the entire process.

Bryan Park Tennis Courts(5):

The speed of these courts is desired to be slower end of pace ratings. Thus a larger content of silica sand in the coatings. No additional cushion product is desired.

1. Color is dark blue court and grey exterior court
2. Clean courts with blowers, scrapers, brooms and pressure spray where necessary.
3. Flood and check for bird baths.
4. Apply acrylic court patch binder to any bird baths for leveling and pavement seams.
5. Grind entire courts to remove small bumps and irregularities.
6. Install two (2) coats of acrylic resurfacer coating prior to color coating.
7. Apply minimum two (2) coats of color coatings.
8. Apply white lines to USTA specifications.
9. Install center anchors by either using previous ones or installing new ones.
10. Tennis posts exist but may need to be raised to USTA height due to added asphalt.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Tennis Technology Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-3
Date: 7/23/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: July 28, 2020
SUBJECT: REVIEW AND APPROVAL OF THE ADDENDUM TO THE 2020
PARTNERSHIP AGREEMENT WITH MONROE COUNTY CIVIC THEATER
INC.


Recommendation

Staff recommends approval of the addendum to the partnership agreement with Monroe County Civic Theater, Inc. (MCCT). This partnership agreement was approved by the Parks Board of Commissioners at the March meeting. This addendum is to change the dates on the original partnership agreement for the performances to September 10th through 13th. This year's production is Shakespeare's "All's Well That Ends Well."

Background

This is the 31st year of this partnership between Bloomington Parks and Recreation and Monroe County Civic Theater, Inc. (MCCT) to share resources to provide the Bloomington community with free performances of Shakespeare plays in Waldron, Hill, and Buskirk Park. MCCT is responsible for the production of the plays, while Bloomington Parks and Recreation provides assistance in the form of promotion of the event and the use of the Waldron, Hill, and Buskirk Park stage.

RESPECTFULLY SUBMITTED,



Crystal Ritter, Community Events Coordinator

**Amendment to Program Partnership Agreement
With Monroe County Civic Theatre**

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

WHEREAS, BPRD and the MCCT entered into that certain *City of Bloomington Parks and Recreation Department Program Partnership Agreement Monroe County Civic Theatre* (the “Agreement”); and

WHEREAS, due to the current COVID-19 pandemic, certain changes are required to the scheduled dates of the Agreement; and

WHEREAS, BPRD and MCCT wish to amend the dates listed in Section 3.0 of the Agreement

NOW THEREFORE, the partners do mutually agree to amend the Agreement as follows:

1. Section 3.0 a. of the Agreement shall be deleted and rewritten as follows:
 - a. Provide use of the stage in the Waldron, Hill, and Buskirk Park for five (5) nights per week (Sunday-Thursday) during the eight (8) weeks leading up to public performances. Performances are to be held September 10 through September 13, 2020. Rehearsal schedule must be submitted to BPRD two weeks prior to start of rehearsals.
2. All original terms of the Agreement not expressly modified herein will remain in full force and effect.

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

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

MONROE COUNTY CIVIC THEATRE

Kathleen Mills, President
Board of Park Commissioners

Steve Heise, President

Paula McDevitt, Parks Director

Philippa M. Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: C-4
Date: 7/23/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: July 28, 2020
SUBJECT: MID SERVICE CONTRACT FOR CONCEPTUAL DESIGN SERVICES WITH CORNERTONE PDS

Recommendation

Staff recommends approval of this contract with Cornerstone PDS to perform conceptual design services for a Scatter Garden at White Oak Cemetery. Funding source: Cemeteries General Fund: 200-18-189501-53110 - \$5,000.

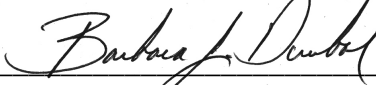
Background

Cremation has become an increasingly popular memorialization option. The National Funeral Directors Association projects the rate of cremation to increase from 50.2% of memorialization now, to 55.8% in 2020 and 70.6 percent in 2030.

Cremation typically costs less and is more environmentally friendly than a standard burial. A scatter garden allows family and friends to have a sense of closure, and gives them a place to return to in order to remember and celebrate their loved one.

Staff has determined that the lawn area on the east side of White Oak Cemetery north of the two existing maples and south of the existing spruce trees, would be an ideal location for a Scatter Garden due to its relatively flat topography.

RESPECTFULLY SUBMITTED,


Barb Dunbar, Operations Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CORNERSTONE PLANNING & DESIGN, INC.
FOR
CONCEPTUAL DESIGN SERVICES FOR WHITE OAK SCATTER GARDEN**

This Agreement, entered into on this 28th day of July, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Cornerstone PDS (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to construct a Scatter Garden on the grounds of White Oak Cemetery; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform conceptual design services for this project (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2020 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor based on the City's Invoice and Claim schedule. Contractor shall submit invoices to the Department based upon a percentage of work completed during the design phase. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

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

Article 9. Opinions of Probable Cost

Provisions of cost opinions are included in the Scope of Services.

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.

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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").

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- 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.

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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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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.

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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	Cornerstone Planning & Design
Attn: Barb Dunbar, Operations Coordinator	Attn: Debra Schmucker
401 N. Morton, Suite 250	12175 Visionary Way, #410
Bloomington, Indiana 47402	Fishers, IN 46038

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

CORNERSTONE PDS

Philippa M. Guthrie, Corporation Counsel

Debra Schmucker, President/Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Services”

Services shall include the following:

A. Project Assumptions and Understanding:

1. The site for the proposed renovation work is the lawn area on the east side of White Oak north of the two existing maples and south of the existing spruce trees.
2. The site plan will include a sidewalk path from the existing sidewalk on 7th Street.
3. At this time, it is anticipated that implementation of the garden will be done by Park staff.
4. This design does not include detailed design, construction plans and specifications for bidding, or construction administration.
5. We will utilize existing County GIS data to prepare the site plan. This proposal does not include a topographic survey.

B. Site Plan Design Elements:

Cornerstone will develop a conceptual site plan which shall incorporate at a minimum the following components as identified by staff.

1. Pedestrian Circulation:
 - a. 7th Street to scatter garden
 - b. Perimeter walkway around garden area
2. Commemorative Memorial location within garden (staff to determine exact element)
3. Planting areas
4. Scatter area: anticipated fine aggregate material/weed barrier
5. 6' Benches
6. Identification signage location

We anticipate providing two initial concept sketches and then revising to one final concept plan based on your review and comments. We will produce an 11” x 17” site plan color rendering of the final concept plan for your use delivered in electronic pdf and printed. This includes two meetings with staff during the design process in addition to email and electronic communications.

C. Schedule:

Based on Park Board approval of our contract in July, we anticipate having concept sketches ready for your review late summer/early fall.

D. Fee:

Our lump sum fee is \$5,000 for the scope of services above

EXHIBIT B

“Project Schedule”

Work is to be completed by December 31, 2020.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____
Commission #: 685308

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

**Cornerstone Planning & Design
Debra Schmucker**

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____
Commission #: 685308

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-5
Date: 7/23/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: July 28, 2020
SUBJECT: AGREEMENT WITH J.R. ELLINGTON TREE EXPERT FOR SUMMER 2020
EMERGENCY TREE REMOVAL

Recommendation

Staff recommends approval of the agreement with J.R. Ellington Tree Expert for emergency removal of two trees within the public right-of-way.

Total Project: \$2,600.00

Funding Source: 200-18-189503-53990

Background

J.R. Ellington Tree Expert would provide services to remove two City trees located within the public right-of-way. These trees are declining/dead and pose a potential hazard to people and/or property if not removed.

RESPECTFULLY SUBMITTED,

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

Erin Hatch, Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
J.R. ELLINGTON TREE EXPERT, CO.
FOR
SUMMER 2020 EMERGENCY TREE REMOVAL**

This Agreement, entered into on this ____ day of July, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and J.R. Ellington Tree Expert, Co. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to various City trees within City of Bloomington public right-of-way; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the tree removals (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, Urban Forester as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand Six Hundred Dollars and zero cents (\$2,600.00). 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	J.R. Ellington Tree Expert, Co.
Attn: Erin Hatch, Urban Forester	Attn: Jeff Ellington
401 N. Morton, Suite 250	680 W. That 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

J.R. ELLINGTON TREE EXPERT, CO.

 Philippa M. Guthrie, Corporation Counsel

 Jeff Ellington, President/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:

1. 2831 N Blue Slopes Dr. (located behind address in wooded area) – 3 Ash trees
 - Trees to be removed with stumps cut low, and pieces cut and left in place
2. 2602 E 7th St. – 1 Cherry (approx.. 16” DBH)
 - Tree to be removed and stump cut low. All debris to be chipped, brushed, and removed from site.

EXHIBIT B

“Project Schedule”

Work is to be completed by December 31, 2020.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF _____)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF _____)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____
Commission #: 685308

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

J.R. Ellington Tree Expert, Co.
Jeff Ellington

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____
Commission #: 685308

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-6
Date: 7-23-2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: July 28, 2020
SUBJECT: AGREEMENT WITH J.R. ELLINGTON TREE EXPERT FOR CASCADE GOLF COURSE TREE REMOVAL

Recommendation

Staff recommends approval of the contract with J.R. Ellington Tree Experts for removal of six trees located within the Cascades Golf Course property adjacent to private property along W. Rosewood Dr.

Total Project: \$9,900.00

Funding Source: 200-18-189503-53990

Background

J.R. Ellington Tree Experts, Co. will provide removal services for several declining/dead Ash trees located within the Cascades Golf Course along private property boundaries on W. Rosewood Dr. These trees are within City responsibility for removal and pose a potential threat to adjacent private property and persons if not removed. The location, access, and requirements for safe removal requires a contractor for the removal to occur.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Erin Hatch", is written above a horizontal line.

Erin Hatch, Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
J.R. ELLINGTON TREE EXPERT, CO.
FOR
SUMMER 2020 CASCADE GOLF COURSE
TREE REMOVAL**

This Agreement, entered into on this ____ day of July, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and J.R. Ellington Tree Expert, Co. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to remove various City trees within City of Bloomington Cascade Golf Course; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the tree removals (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, Urban Forester as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand Nine Hundred Dollars and zero cents (\$9,900.00). 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.

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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.

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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.

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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	J.R. Ellington Tree Expert, Co.
Attn: Erin Hatch, Urban Forester	Attn: Jeff Ellington

401 N. Morton, Suite 250	680 W. That 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

J.R. ELLINGTON TREE EXPERT, CO.

Philippa M. Guthrie, Corporation Counsel

Jeff Ellington, President/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:

1. Cascades Golf Course (located approximately behind 711 W Rosewood Dr.) – 6 Ash trees
 - Tree to be removed and stump cut low. All debris to be chipped, brushed, and removed from site.

EXHIBIT B

“Project Schedule”

Work is to be completed by December 31, 2020.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF _____)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF _____)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____
Commission #: 685308

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

J.R. Ellington Tree Expert, Co.
Jeff Ellington

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____
Commission #: 685308

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: C-7
Date: 7/23/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: July 28, 2020
SUBJECT: AGREEMENT WITH BLUESTONE TREE FOR SUMMER 2020 TREE
REMOVAL

Recommendation

Staff recommends approval of the agreement with Bluestone Tree for removal of four Street trees.

Total Project: \$8,142.45

Funding Source: 200-18-189503-53990

Background

Bluestone Tree will provide tree removal services for four Street trees, located within the public right-of-way. These trees are declining/dead and have the potential to pose a threat to people and property if not removed. The size, location, and complexity of removal requires the services of a contractor.

RESPECTFULLY SUBMITTED,

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

Erin Hatch, Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE, LLC.
FOR
SUMMER 2020 TREE REMOVAL**

This Agreement, entered into on this ____ day of July, 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 various City trees within City of Bloomington Cascade Golf Course; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the tree removals (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, Urban Forester as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

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Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand One Hundred Forty-two Dollars and forty-five cents (\$8,142.45). 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:

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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.

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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.

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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.

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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.

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, Urban Forester		Attn: Jerad Oren
401 N. Morton, Suite 250		P.O. Box 345

Bloomington, Indiana 47402	Clear Creek, Indiana 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, President/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:

1. Tree to be removed and stump cut low. All debris to be chipped, brushed, and removed from site
 - 2601 E 7th St. (located approximately behind property within right-of-way along trail) – 1 Maple, approx. 20” DBH
 - 1306 W 6th St (located along ditch) – 3 Siberian Elm
 - 3200 Browncliff – 1 Tulip, approx. 24” DBH

EXHIBIT B

“Project Schedule”

Work is to be completed by December 31, 2020.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF _____)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF _____)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____
Commission #: 685308

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

Bluestone Tree, LLC.
Jerad Oren

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____
Commission #: 685308

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-8
Date: 7-/23/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch
DATE: July 28, 2020
SUBJECT: AMENDMENT AGREEMENT FOR BARTLETT SUMMER EAB TREATMENT

Recommendation

Staff recommends approval of the amendment to the agreement with Bartlett Tree Experts to increase the prior agreement to treat 1417 diameter inches, increasing the agreement by 67 diameter inches, and an increase of \$586.25.

Total Project: \$12,398.75

Funding Source: 200-18-189503-53990

Background

Bartlett Tree Experts will conduct systematic root flare injections to suppress Emerald Ash Borer in various Park and Street Trees around the City of Bloomington. This amendment is to allow for an additional 67 diameter inches be treated as part of the agreement approved by the Parks Board.

RESPECTFULLY SUBMITTED,

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

Erin Hatch, Urban Forester

ADDENDUM I
TO
AGREEMENT FOR CONSULTANT SERVICES
(Entered in this ____ day of _____, 2020)

WHEREAS, on April 21, 2020, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Bartlett Tree Expert Company (“Contractor”) to treat various City trees within Parks and along the public right-of-way with a systematic root flare injection for Emerald Ash Borer; and

WHEREAS, the Department wishes to expand scope of work for this project; and

WHEREAS, as a result of modification to the original Scope of Services the compensation amount will be increased by Five Hundred Eighty Six Dollars and twenty-five cents (\$586.25); and

WHEREAS, the Contractor is in agreement with said changes and the compensation; and

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

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

Article 1. Term: To amend the Agreement to reflect changes in design area and services shown in the Consultant Scope of Work, Exhibit A. Exhibit A is attached to and incorporated into this Addendum I to the Agreement.

Article 2. Compensation: The Department shall pay Consultant for the Services, for all fees and expenses in an amount not to exceed Twelve Thousand Three Hundred Ninety Eight Dollars and seventy-five cents (\$12,398.75).

Article 4. Modification: Any other modification to said Agreement shall be in writing per Article 26 of the Agreement.

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

CITY OF BLOOMINGTON

F.A. Bartlett Tree Expert Company

Paula McDevitt, Director
Parks and Recreation Department

Matthew Farin

Kathleen Mills, Park Board President
Board of Park Commissioners

Title of Contractor Representative

Philippa M. Guthrie, Corporation Counsel

EXHIBIT “A”

The services shall include the following:

Perform a systemic root flare injection treatment to help suppress Emerald Ash Borer. One treatment of Tree-age to be applied to an additional 67 diameter inches, to amend the total treated to 1417 diameter inches. Trees to be located both on City of Bloomington Parks and Recreation properties and along public right-of-ways.



STAFF REPORT

Agenda Item: C-9
Date: 7/23/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: July 28, 2020
SUBJECT: Griffy Lake Nature Preserve Master Plan Update

Recommendation

Staff recommends approval of the contract with WEST Inc. The amount of the contract is \$17,097 using funds from Natural Resources GF - 200-18-184000-53990

Background

The 1984 Long-Range Use and Management Plan guided management of the Griffy Lake Nature Preserve until it was updated in 2008 with the Griffy Lake Nature Preserve Master Plan. The 2008 Plan update began last year with a vegetation inventory and forest type mapping. This contract would enable WEST Inc. to conduct amphibian, reptile and bird inventories at Griffy and to provide management recommendations for those species. The completion date for the plan is December 31, 2021.

RESPECTFULLY SUBMITTED,

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

Steve Cotter, Natural Resources Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
WEST, INC.
FOR
GRIFFY LAKE NATURE PRESERVE MASTER PLAN UPDATE**

This Agreement, entered into on this 28th day of July, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and WEST, Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to update the Griffy Lake Nature Preserve master plan; and

WHEREAS, the Department requires the services of a professional Contractor in order to bring our Griffy Lake Nature Preserve Master Plan up to date (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seventeen Thousand Ninety Seven Dollars and zero cents (\$17,097). 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:

Steve Cotter, Natural Resources Manager
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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		WEST, Inc.
Attn: Steve Cotter, Operations Coordinator		Attn: Dave Young
401 N. Morton, Suite 250		408 W. 6 th Street
Bloomington, Indiana 47402		Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

WEST, INC.

Philippa M. Guthrie, Corporation Counsel

Dave Young, CEO

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

SCOPE OF WORK

Task 1 – Department Coordination

WEST will attend in-person meetings and conference calls with the Department to discuss proposed survey methods and schedule for completing the inventory surveys. Time is included in this task for the WEST Project Manager and WEST Project Advisor to prepare for and attend one project kick-off meeting and quarterly conference calls and/or in-person meetings with the Department to provide seasonal updates. Time is also included for the WEST Project Manager and WEST Project Advisor to coordinate surveys and oversee data collection processes and reporting throughout the study period.

Task 2 – Desktop Review and Site Visit

Prior to initiating inventory surveys, WEST will conduct a desktop review of publicly available datasets and existing information about the Plan to identify reptile, amphibian, and bird species with the potential to occur in the Griffy Lake Nature Preserve. WEST will examine the US Fish and Wildlife Service (USFWS) and Indiana Department of Natural Resource (IDNR) distribution lists of threatened and endangered species for Monroe County, Indiana, to assess the potential for sensitive species and/or habitat to occur in the Griffy Lake Nature Preserve. With approval from the Department, WEST will request data of known records of occurrence of sensitive species and critical habitat from the USFWS Indiana Ecological Services Field Office and IDNR Natural Heritage Database.

WEST will also review other publicly available datasets that contain records of species observations, such as the e-Bird database and iNaturalist. WEST will also review land cover data, aerial imagery, topographic maps, and prior mapping resources to identify areas that are representative of different habitat types (e.g., older growth forest, young forest with invasive plant species, young forest with invasive plant species removed, forest edge, stream valley, upland, lake, shrub/scrub) present in the Griffy Lake Nature Preserve. WEST will conduct a half-day site visit to the Griffy Lake Nature Preserve to identify optimal locations for conducting surveys.

Task 3 – Reptile and Amphibian Inventory Surveys

WEST will survey suitable habitat areas for reptile and amphibian species identified during Task 2. Surveys will be conducted during spring, summer, and fall months when reptile and amphibians are the most active. Survey techniques will include the following:

- Visual encounter surveys – WEST biologists will conduct walking surveys and search available habitat, such as rock outcrops, streams, ponds, wetlands, logs, leaf litter, and artificial cover (e.g., tin, boards, and trash). Half-day surveys will be conducted twice per season in spring, summer, and fall months.
- Cover boards – WEST biologists will set 10-20 cover boards in areas of suitable habitat and will check cover boards for species observations once per month from August to November 2020 and March to July 2021. Cover boards will be primarily used to survey for snake and salamander species. A cover board will consist of a piece of plywood measuring approximately three by four feet with the words “Wildlife Survey Equipment – Please Do Not Disturb” stenciled on the boards in black spray paint. Cover boards need to remain in place for several months before they become effective, and will

remain deployed throughout the length of the study. Every effort will be made to place cover boards in locations where they are unlikely to be noticed and disturbed by the public.

- Aquatic sampling – WEST will use dipnet and/or seine sampling in the lake and streams to locate amphibious and aquatic species. Fyke nets or other funnel traps may also be used if these methods are permissible from the Department.
- Auditory surveys – WEST will conduct auditory surveys for frogs and toads as soon as males begin calling at breeding sites (between March and April 2021). Surveys will be conducted between 30 minutes after sunset and midnight. WEST biologists will survey for 15 minutes at potential breeding habitat areas, recording all frog species that are heard calling. Call activity will be assigned to an activity index between one and three, as follows: one will denote no overlap in individual calls, two will denote some overlap in individual calls, and three will denote a full chorus with constant and overlapping calls (North American Amphibian Monitoring Program 2018). In addition to the activity index and species observed or heard, data will be collected on weather variables, including air temperature, wind speed, humidity, moonlight, and car traffic. Each species observed during surveys will be documented using photography of sufficient quality to provide proof of species occurrence. When capture methods are employed, the abundance of each species captured will be recorded; this will provide an indication of relative abundance. During visual and auditory surveys, only a general indication of abundance will be recorded.

Task 4 – Bird Inventory Surveys

WEST will conduct bird inventory surveys year-round at the Griffy Lake Nature Preserve. Surveys will consist of fixed-point count surveys of bird use within circular plots around fixed observation points following methods similar to Reynolds et al. (1980). Surveys will be conducted twice per month for ten minutes each at locations selected to represent a variety of habitats. For purposes of this proposal, 10 survey locations are estimated. The date, start and end time of observation period, plot number, species (or best possible identification), number of individuals, sex and age class (if possible), distance from plot center when first observed (m), closest distance (m), height above ground (m), activity, and habitat/vegetation type will be recorded.

Task 5 – Reporting

A preliminary summary of survey results will be provided to the Department upon completion of each fieldwork session. A draft report will also be provided which summarizes the survey types, species encountered, species/habitat relationships, and relative abundance of each species. In addition, maps and georeferenced data (e.g., shapefiles) will be provided that summarize species occurrence and identify important habitat features within the survey areas. A first draft of the report will be provided to the Department within 6 weeks following completion of all fieldwork, and a final draft will be provided within 14 business days after receipt of comments on the draft report.

EXHIBIT B

“Project Schedule”

Work is to be completed by December 31, 2021.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- Signature

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Notary Public's Signature

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

WEST, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____
Commission #: 685308

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-10
Date: 7/23/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: July 28, 2020
SUBJECT: Griffy Loop Trail Contract Addendum

Recommendation

Staff recommends approval of this contract. The amount of the contract is \$18,046 with funds from Bicentennial Bond 980-18-18018B-54510, Project: 980 2020A

Background

The Griffy Loop Trail is being designed to circumnavigate the western portion of Griffy Lake. The route includes a segment of trail on the Griffy dam and an access route across the spillway below the dam. The City of Bloomington Utilities Dept. has requested input from Christopher Burke Engineering to ensure the safety of trail users and the structural integrity of the dam. The completion date for the contract is December 31, 2021.

RESPECTFULLY SUBMITTED,



Steve Cotter, Natural Resources Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
MADER DESIGN
FOR
SURVEYING AND CONSULTING FOR GRIFFY LAKE LOOP TRAIL**

This Agreement, entered into on this 28th day of July, 2020, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Mader Design (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to acquire design consultation and survey work for the loop trail at Griffy Lake Nature Preserve; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eighteen Thousand Forty Six dollars and zero cents (\$18,046). 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:

Steve Cotter, Natural Resources Manager
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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		Mader Design
Attn: Steve Cotter, Natural Resources Mgr.		Attn: Jeff Mader
401 N. Morton, Suite 250		302 Main Street
Bloomington, Indiana 47402		Beech Grove, IN 46107

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

MADER DESIGN

Philippa M. Guthrie, Corporation Counsel

Jeff Mader, Owner

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

Scope of Services – Mader Design

Additional work for the Project shall include performing a consulting services related to the Dam and Spillway, including assistance with design criteria and DNR and regulatory coordination and permitting, as well as additional survey work for the top of the dam at Griffy Lake.

Detailed information on Christopher Burke’s Consulting Scope, as well as BRCJ’s Survey Scope is included in the attached proposals.

Additional coordination work with Christopher Burke and additional work required to coordinate and pursue required DNR approvals by Mader

Design is also included in the total fee below.

Scope of Services – Christopher Burke Engineering

Task 1 – Early Coordination Meeting: Burke will schedule and facilitate a meeting with IDNR to discuss the project as it relates to dam safety and to confirm that a permit is required to construct the trail on the dam crest. It is expected that the meeting will take place at IDNR’s office in Indianapolis, Indiana or remotely via a web platform and that you and other appropriate project stakeholders will attend.

Task 2 – Design Assistance: Burke will provide design assistance related to dam safety which may include, but is not necessarily limited to, the trail cross section, materials, elevations, safety elements such as fencing and signage, and evaluation of potential impacts to the operation and maintenance of the dam. As part of this task, Burke anticipates coordination with the City of Bloomington Utilities, City of Bloomington Parks and Recreation, and other project stakeholders as required to discuss safety at the dam for trail users. Burke has estimated up to 20 hours of staff time for design assistance. Burke reserves the right to a contract amendment if additional staff time is needed. Although no subsurface soil explorations or laboratory testing are anticipated, we have assumed an allowance for geotechnical engineering support from ATC Group Services, LLC. It is expected that the City of Bloomington will furnish the previous geotechnical engineering report for the dam dated March 2002.

Task 3 – Construction in a Floodway Permit Application: Modifications to IDNR-jurisdictional dams require permit approval. Burke will prepare and submit the application for a Construction in a Floodway permit for the trail construction at the dam only. The permit application will be accompanied by the project plans, project summary/narrative letter, a completed IDNR Non-Modeling Worksheet, and verification of public notice to the adjacent landowners. It has been assumed that the project is permissible without the need for hydraulic modeling. If the proposed project does result in a reduction of flow area equal to or greater than five percent of the floodway area below the base flood elevation, Burke will notify you of the issue and will stop work. Additionally, this proposal does not include identifying or designing a compensatory mitigation site for floodway habitat mitigation. Burke will provide up to eight hours of staff support following the permit application submittal to respond to comments and/or questions from IDNR regarding the project, plans and non-modeling calculations.

Task 4 – Project Management, Administration and Meetings: This task is associated with project coordination, management and administration. Burke staff will attend up to two meetings to discuss and coordinate the project with Mader Design and/or the City of Bloomington. It is assumed that the meetings will take place in Bloomington, Indiana. Additional required meetings during the project design will occur by phone or teleconference.

EXCLUDED SERVICES

Based on information available at this time, Burke does not believe that the services listed below will be required to complete the project. If conditions change and any of the services listed below (or other services

not described above) are required, Burke will prepare a contract amendment for the required services. Services not incorporated in this contract include:

1. Topographic survey
2. Subsurface soil investigations and laboratory testing
3. Wetland delineation
4. Cultural resources investigations
5. Endangered species investigations
6. Design drawings
7. Technical specifications
8. Section 401 and 404 permitting
9. Rule 5 permitting
10. Local stormwater permitting
11. Preparing front-end contract documents
12. Bidding assistance and contractor selection
13. Construction-related services
14. Preparation of record drawings
15. Additional meetings

Scope of Services – Bledsoe Riggert Cooper James

- 1) Prepare a topographic survey of the area noted as AREA 5 on the attached Proposed Survey Limits. Said area will include the top of dam, plus shots for elevation taken approximately 20 feet down both the northwest and southeast faces of the dam.
 - 2) Locate visible surface utilities (risers, meters, valves, etc....) per observed above ground evidence and utilities marked by Indiana811. Member utilities do not locate private lines or facilities. Member utilities do not locate service lines nor all utilities when a survey is the proposal of the ticket.
 - 3) Provide approximate storm and sanitary invert elevations, pipe sizes, and materials based on limited information available from the surface. Structure grates and covers shown should not be assumed to be the center of the below ground structure. All utilities including locations and sizes need to be verified prior to construction efforts.
 - 4) Overhead utilities will be identified as overhead without special investigation to the type or nature.
 - 5) Task 1 does not include private utility locates or any utility exploration.
 - 6) Locate site improvements (steps, handrails, walls, light poles, walks, fences, and etc...). Hard and soft surfaces will be located on a maximum 50-foot grid.
 - 7) Provide contours of existing site conditions at 1-foot intervals.
 - 8) Horizontal datum will be NAD 83, Indiana State Plane Coordinates, U.S. Survey Feet. Vertical datum will be NAVD88, U.S. Survey Feet.
 - 9) All distances will be provided as grid distances.
 - 10) Provide a final 2010 AutoCAD drawing (.dwg) and PDF (.pdf) of the topographic survey.
- Work not included in the scope of services will be provided at the hourly rates shown on the included BRCJ Hourly Fee Schedule or by an approved lump sum fee proposal.

HOURLY FEE SCHEDULE

Registered Land Surveyor	\$ 130.00
Registered Engineer	\$ 130.00
GIS Software Engineer	\$ 130.00
Surveyor / Engineer / Designer	\$ 90.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 130.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 80.00
Clerical	\$ 64.00

NOTE: Time charged to jobs will include any time spent traveling to and from the site.

EXHIBIT B

“Project Schedule”

Work is to be completed by December 31, 2021.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- Signature

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Notary Public's Signature

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

Mader Design

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____
Commission #: 685308

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-11 Date: 7/23/2020

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: July 17, 2020
SUBJECT: Consultant Contract Agreement – Aztec Engineering Group, Inc.
Bi-Centennial Duke Trail

Recommendation

Staff recommends approval of the consultant contract agreement with Aztec Engineering Group, Inc. for design of the Bi-Centennial Trails and Trees Bond funded Duke Trail.

Background

The City's Bi-Centennial Trails and Trees Bond included a fund allocation of \$1,400,000 for the "Duke Overhead Powerline easement paved trail". (Please see aerial location). Parks and City Administration officials received preliminary approval from Duke Energy to construct a paved multi-use trail that would be located in their ~ 150' wide utility easement from the west side of Rogers St. to the east side of Weimer Road. The complete trail length, upon phased completion, would be approximately 1.3 miles and would provide a bicycle and pedestrian trail connection to the Clear Creek Trail, Wapehani Mountain Bike Park, Twin Lakes Sports Park, Twin Lakes Recreation Center, RCA Park, proposed Habitat for Humanity housing development, and Switchyard Park.

Aztec Engineering's consultant contract proposal of \$203,619 will design the trail from the west side of Rogers St. (across from the Switchyard Park entrance) west to the west property line of Monroe County Commissioners owner property; a distance of approximately .90 mile. Their services will include a conceptual layout of possible future connections to Summit School and nearby private developments. The City Planning Department has advised that completing the trail route to Weimer Road requires crossing two private property parcels that are proposed for future development. Any development plan proposals on these properties would include the requirement for the developer to complete the trail construction from the west terminus of Monroe County Commissioners owned property to Weimer Road.

Included in the scope of work for this project is a complex design for a missing sidewalk connection on the east side of Rogers Street north of the Switchyard Park main entrance (see aerial location). The consultant will design the sidewalk connection with all required approvals and State of Indiana floodway construction permits. Assuming funding is available, this pedestrian connection to both Switchyard Park and the powerline trail trailhead will be constructed with the .90 mile trail section. In addition, design of a user activated mid-block crossing signal is included and will provide a safe crossing route across Rogers Street to the trailhead.

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

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
AZTEC ENGINEERING GROUP, INC.
FOR
CONSULTING SERVICES**

This Agreement, entered into on this ____ day of _____, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and AZTEC Engineering Group, Inc. ("Consultant"),

WITNESSETH:

WHEREAS, the Department wishes to construct a new terrain trail between South Rogers Street and South Weimer Road; and

WHEREAS, the Board wishes to utilize an existing Duke Energy easement; and

WHEREAS, the Board wishes to connect the trail to the Switchyard Park entrance, the RCA Park Loop Trail, a proposed Habitat for Humanity development, and study the feasibility of constructing connector trails from Duke Power Line Trail to Summit Elementary School and to an new apartment complex north of Woolery Mill; and

WHEREAS, the Board wishes to construct the trail from Rogers Street to the western property boundary of County Commissioner's property and study the feasibility from the western property boundary to Weimer Road, and

WHEREAS, the Board wishes to construct a segment of sidewalk on the east side of S. Rogers Street to connect from the new sidewalk and driveway access constructed as part of Switchyard Park across Clear Creek to the trail spur at the "Warehouse" property, and

WHEREAS, the Department requires the services of a professional consultant in order to perform tasks including the preparation of a topographic survey, preparation of design plans for construction bidding, coordination with stakeholders, preparation of applicable state and federal permits, and inclusion of landscape aesthetic features integral to the design which shall be hereinafter referred to as "the Services"; and

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

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

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before June 2021 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Two-Hundred Three Thousand Six-Hundred Nineteen dollars (\$203,619.00) with Allowances of up to Twenty-Five Thousand Nine-Hundred Ten dollars (\$25,910) if approved by the Department.

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

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

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

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Consultant:

City of Bloomington		AZTEC Engineering Group, Inc.
Attn: Dave Williams		Attn.: Adrian Reid
401 N. Morton, Suite 250		320 W. 8 th Street, Suite 100
Bloomington, Indiana 47402		Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

AZTEC Engineering Group, Inc.

Philippa M. Guthrie, Corporation Counsel

Adrian Reid, Associate Vice President

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

EXHIBIT A
Scope of Work

EXHIBIT A

SCOPE OF SERVICES, FEE ESTIMATE, & ALLOWANCES

Duke Power Line Trail & S. Rogers Street Sidewalk Project

City of Bloomington Parks and Recreation Department

Project Number: INMUN2010

Revised: July 16, 2020

PROJECT BACKGROUND

The Duke Power Line Trail project is funded by a City of Bloomington bond issue for “Trees and Trails.” The project will utilize an existing Duke Energy easement for high power transmission lines to facilitate construction of a new terrain trail. The easement is approximately 150 ft. wide and is located on 3 properties: one owned by Monroe County Commissioners and two others which are privately owned. The first phase of the project includes the segment from Rogers Street to the western boundary of the property owned by Monroe County Commissioners. Ultimately, the trail extends to Weimer Road from the Commissioners property across the other two privately owned parcels. It is the City’s intent to require that the private parcel owners, or a developer, construct the remaining segment of trail to Weimer Road through the City’s Unified Development Ordinance.

Also included with the project is construction of a missing segment of sidewalk on the east side of S. Rogers Street north of the new Switchyard Park Entrance and south of Hillside Drive adjacent to the “Warehouse” property. The missing segment crosses Clear Creek and when completed will provide a contiguous sidewalk on the east side of Rogers from downtown Bloomington to Country Club Drive.

PROJECT OVERVIEW

The trail will utilize an existing Duke easement and be will subject to Duke’s requirements, City standards and regulatory permitting. AZTEC visited the site with the Parks Department to examine the project corridor and discuss the main design components, which are as follows:

1. *Trail Design from Rogers to western boundary of County Commissioners Property* – The Parks Department standard for trails will apply to this project. The preferred trail width is 12 feet, but the Parks Department may consider a 10 ft. wide trail if the budget constrains the project. The trail will be contained within the Duke easement and must be located a minimum of 25 ft. from the center of the transmission towers. Other parameters defined by Duke include, but are not limited to, tree plantings with species approved by Duke, depth of pavement section for Duke’s maintenance equipment, and fencing around towers and other equipment to restrict access to trail users. There are two stream crossings and a wetland within this segment of the trail. At Rogers Street, a trailhead will be included in the design to signify & formalize the access point to the Trail.

2. *Trail corridor study from western boundary of County Commissioners Property to Weimer Road* – Originally included in the scope, this segment of Duke Power Line Trail between the County Commissioners Property and Weimer Road is not included in the design scope. AZTEC will study the easement corridor and devise a preliminary alignment utilizing Indiana State LiDAR. This study will include creek crossings and floodplain areas, types of structures to facilitate optimal crossings, and a construction estimate for the City's planning purposes. A list of environmental permits anticipated to complete the western segment will also be included in this deliverable.
3. *Pedestrian Crossing on South Rogers Street* – A formal pedestrian crosswalk on South Rogers Street in the vicinity of the Switchyard Park Entrance is included in the design scope. The most likely location discussed with the Parks Department would align a pedestrian crossing with the existing sidewalk/path on the north side of the Switchyard Park entrance. The crossing would alter the existing multiuse path on the west side of Rogers Street to accommodate an ADA curb ramp. The existing multiuse path will be utilized to connect from the crosswalk south to the new trailhead access point for the Duke Power Line Trail. Enhanced equipment for the crossing, such as increased, high visible signage or a Rapid Rectangular Flashing Beacon (RRFB) will also be evaluated and selected for the crossing point.
4. *Trail Intersections/Tie-Ins between Rogers and Weimer* – Four locations have been identified for connections to the new trail and are included in the design scope. Two locations will be designed and two are conceptual. The two tie-ins that will be included in construction documents include a trail connection with the existing RCA Park Loop Trail in one location and an ADA compliant connection with the Habitat for Humanity site located to the south of the proposed trail and to the west of RCA Park. The two conceptual connections include a conceptual trail connection from RCA Park to the Summit Elementary School property and a conceptual trail connection from the west property line of the County Commissioners property to a new apartment complex at the end of S. Samuel Lane (north of Woolery Mill).
5. *Sidewalk segment & Creek Crossing on the East side of S. Rogers* – The Parks Department is responsible for constructing a missing segment of sidewalk on the east side of S. Rogers Street. AZTEC will design the new sidewalk to connect from the north terminus of the existing sidewalk constructed with Switchyard Park to the concrete apron located at the trail spur to the south of the Warehouse driveway. The sidewalk design will meet ADA requirements. The crossing of Clear Creek is anticipated to be accomplished by constructing a headwall supporting two existing corrugated metal pipes at the bottom of the wall and the sidewalk at the top and altering the geometry of S. Rogers Street to create room for the sidewalk. A bridge crossing of Clear Creek is not anticipated, but analysis of the creek hydraulics is included to assure that Clear Creek is not impacted. The sidewalk would be immediately adjacent to Rogers Street, monolithic, and a minimum of 6 feet wide. The scope will include the requisite permitting for a crossing over Clear Creek.

AZTEC will provide professional design services for the development of final plans and construction documents for public bidding and construction. The project design schedule identifies June 2021 as completion of design when the project bids and is awarded.

Design component #2 listed above only includes a study. The design components listed in numbers 1, 3, 4 (only two of four connector trails as described), and 5 above result in design deliverables such as plans, permits, and construction documents. Services for these design components include:

- Data Collection & Topographic Survey
 - Geotechnical investigation
- Meetings
- Trail Design (Rogers Street to the west property boundary of the parcel owned by Monroe County Commissioners) and S. Rogers Street sidewalk design
 - Trail connections (4 total) to the new trail: two conceptual connections and two included in the design and construction documents for bid
 - Public street pedestrian crossing (1 total)
 - Trail head at S. Rogers Street (includes benches, signage, and tree planting)
 - Sidewalk segment on the east side of S. Rogers Street including altering S. Rogers Street's geometry
- Drainage Design
 - Hydraulic analysis for two (2) creek crossings on the Duke Power Line Trail and for the sidewalk crossing of Clear Creek on S. Rogers Street.
- Environmental Services
- Utility Coordination & Utility Design
- Project Administration and Bid Support Services

The project is locally funded and no federal funding is anticipated for any phase of the project.

The requested services include obtaining the environmental permits anticipated to be required for the project. Without environmental investigative work specific to the site, it is not clear whether the project will impact Waters of the US, including wetlands. As a result, **5. Environmental Services** includes **Tasks 4, 5 and 6** as allowances related to a federal Clean Water Act Section 404 permit in the event the permit is required. The specific fees associated with these tasks are included in AZTEC's fee proposal in the **Allowances** portion of the estimate.

BASIS OF ESTIMATE

PROJECT SCOPE PRELIMINARY AND FINAL DESIGN for Duke Power Line Trail and S. Rogers Street Sidewalk Project

The following text describes the Scope of Services to be provided to the City of Bloomington Parks and Recreation Department and includes the assumptions made in the development of the scope.

1. Data Collection & Alignment Studies

A. AZTEC's scope and cost proposal includes the following tasks:

- Compilation of plans, platting, and City GIS information, including CBU facilities, for reference.
- Incorporation of GIS information into CAD to cross-reference field survey.
- Utility locates called in to Indiana 811.
- Property research for the purpose of establishing apparent property lines.
- A Karst survey of the Duke Power Line Trail project corridor, including the following:
 - a. Study limits that encompass the entire corridor from Rogers Street to Weimer Road to assist in development of a conceptual alignment.
 - b. Research of public and private karst resources in the project area
 - c. A field check of karst features identified from the research as identification of any additional features
 - d. A report with photos, maps, drainage areas, and corresponding land uses for each karst feature
- *From S. Rogers Street to the western property line of the County Commissioner's property* - Initial evaluation of trail alignment options and optimal connection locations to the RCA Park Trail Loop and Habitat for Humanity's development based on 1 ft. Indiana State LiDAR contours. This will establish a preferred alignment and determine the survey corridor to avoid surveying the entire width of the Duke easement.
- *From the western property line of the County Commissioner's property to Weimer Road* - Initial study of the future trail alignment including a construction estimate and cursory evaluation of environmental features and stream hydraulics to determine scope and cost for Parks Department's future planning purposes.
 - The study will determine the best location for the western terminus of the Duke Power Line Trail on County Commissioner's property.
- *From the western property line of the County Commissioner's property to the new apartment complex on S. Samuel Lane (North of Woolery Mill)* - Initial study of the future trail alignment, including a construction estimate, to determine scope and cost for Parks Department's future planning purposes. The connector path alignment will be determined with LiDAR contours.
- *From RCA Park to Summit Elementary School* - Initial study of the future trail alignment, including a construction estimate, to determine scope and cost for Parks Department's future planning purposes. The anticipated alignment will approximate the alignment of a makeshift, east-west footpath that already exists between the two properties.
- Verification of the preferred alignment created with the LiDAR contours and establishment project control.
- Topographic survey for the project based a preferred alignment that AZTEC will establish with Parks input. Alignment alternatives utilizing State LiDAR will be completed before actual survey to economize the survey needed. Topographic survey will begin on the east side of S. Rogers Street entrance to Switchyard Park and extending west across Rogers Street. The survey will also capture tie-in locations at a Habitat for Humanity site (1 location) and RCA Park (1 location) to

the west of S. Rogers Street. Survey will extend approximately 20 ft. either side of the trail and proposed connector trails from the approximate center of the preferred alignment. The survey will continue west from Rogers for approximately 0.9 miles to its terminus point at the western property line of the parcel owned by Monroe County Commissioners.

- The RCA Park Trail will also be surveyed at one proposed tie-in to the RCA Park Loop Trail.
- Topographic survey on both sides of South Rogers Street from approximately IMI driveway to the W. Hillside Drive & S. Rogers St. intersection.
- Cross-sections of creek/ditch crossings 50 feet upstream and 50 feet downstream of the proposed crossings. Three crossings are anticipated to be surveyed.
- Verification of existing topographic survey that the City may have conducted as part of the Switchyard Park improvements adjacent to Rogers Street.

B. AZTEC's sub-contractors Data Collection & Topographic Survey includes the following:

- *Smith Brehob & Associates* – Topographic survey of the corridor.
- *Hydrogeology, Inc.* – Karst Investigation, Phase II Environmental

C. The City will provide the following:

- GIS information in the corridor including City of Bloomington Utility facilities, storm water infrastructure, roadway, parcel, building, address, and other information that AZTEC may request.
- As-built plans of projects adjacent to or in both the Duke Power Line Trail corridor and the Rogers Street corridor between the Switchyard Park entrance and Patterson Drive.
- Development plans for private or public developments, in the project areas.
- Reports, survey, easements, or other relevant information regarding the Duke Power Line Trail project or properties adjacent to the project.
- GIS/CAD information for the corridor and any adjacent projects.
- If needed, review and approval of Right of Entry letters for survey.

D. Assumptions regarding Data Collection & Topographic Survey include the following:

- A Route Plat Survey is included in the scope of services for the S. Rogers Street sidewalk improvements in **7. Allowances** in Part C if ROW is necessary.
- Fees associated with permit applications and property research at the Recorder's Office will be billed at cost with no markup and are included in the estimate of Direct Expenses.
- If needed, written survey notice provided and distributed by AZTEC. City of Bloomington will approve the notifications prior to distribution.
- Surveyor will establish apparent property lines through deed research.
- Survey will capture trees that are 4" DBH and over and will identify them as coniferous or deciduous. No trees are present in the Duke easement where the trail alignment would go. Trees may be present at tie-in locations on adjacent properties.
- Topographic survey of the study area between Weimer Road and the County Commissioner's western property boundary is excluded from the scope.



- Subsurface utility engineering (SUE) and potholing of utilities are excluded. If needed, geotechnical investigation by Patriot Engineering is included in **8. Allowances** for the project's creek and low-water crossings

2. **Meetings**

- A. AZTEC's scope and cost proposal includes the following meetings:
- One (1) public meeting with three (3) AZTEC staff in attendance.
 - One (1) meeting with Tree Commission is included in the scope. One AZTEC team member will attend this meeting.
 - Four (4) status meetings with City Parks and Recreation staff for the duration of design to ensure the design and permit processes critical to funding stay on track.
 - One (1) pre-bid meeting to provide support and answer contractor questions during the bidding process.
- B. AZTEC subconsultants will not attend meetings unless directed by the City and any intensive preparation or prolonged meetings are not anticipated in the subconsultants' respective scopes of services.
- C. The City will provide the following:
- Approval and distribution of public notices for public meetings.
 - Venue and arrangements, including requisite insurance, for Public Meetings.
- D. Assumptions regarding **Meetings** include the following:
- AZTEC will provide visual materials and plans for one (1) public meeting. These materials will be coordinated with and approved by City staff a minimum of one week prior to the meeting.
 - A Project Kickoff meeting is not specifically listed and was assumed to be included in one of the four status meetings.
 - Sub-consultant attendance of meetings is not anticipated. Subconsultant attendance of and preparation for meetings is not included in the scope of service.

3. **Trail & Sidewalk Design**

- A. AZTEC's scope and cost proposal for Trail Design services include the following:
- Cover sheet, project location map, and index
 - General Notes and detail sheets for project specific elements.
 - Plan & Profile Sheets
 - Scaled at 1 inch = 40 feet for the Duke Power Line Trail.
 - Scaled at 1 inch = 30 feet for the S. Rogers Street sidewalk
 - Two trail connections from the Duke Power Line Trail to adjacent facilities: RCA Park Trail Loop and a Habitat for Humanity proposed development. The two tie-in locations are

assumed between (and not counting) the Rogers Street trailhead and west property line of the County Commissioners property.

- Sidewalk and roadway design for the S. Rogers Street sidewalk using the following concept:
 - Existing twin corrugated metal pipes that encapsulate Clear Creek can be adjusted or maintained to add a headwall. The headwall will support the existing metal pipe with minor alterations to the pipe ends.
 - Adjust the alignment of S. Rogers Street to create space for the sidewalk by deleting a grass buffer plot on the west side of Rogers Street.
- A cul-de-sac at the west terminus of the trail at or near the western property boundary of the County Commissioner's property. Landscape architecture for the cul-de-sac will mimic the trailhead landscaping at the S. Rogers Street Trailhead.
- Maintenance of Traffic for construction of the sidewalk segment on the east side of S. Rogers Street and the pedestrian crossing of S. Rogers St. at the new entrance to Switchyard Park. The sheet will be scaled at 1 inch = 50 feet.
- Signing and Marking sheets for S. Rogers Street which comply with City and Indiana MUTCD standards. Sheets will be scaled at 1 inch = 50 feet.
- A vertical and horizontal alignment of S. Rogers Street approximately from Hillside Drive to the IMI driveway.
- Cross-section sheets at 100 ft. intervals on the Duke Power Line Trail; cross-section sheets at 50 ft. intervals on S. Rogers Street for the limits of the new sidewalk connection, at driveway locations, and where other unique features require additional detail for construction. Cross-section sheets will be scaled at 1 inch = 5 feet.
- A pedestrian-actuated crossing signal (flasher, Rapid Rectangular Flashing Beacon, or similar equipment) at the pedestrian crossing on S. Rogers Street on the north side of the new driveway to Switchyard Park.
- Trailhead design for the Power Line Trail at S. Rogers Street. Features at the trailhead include a drinking fountain, a bench, and other decorative landscape features such as rock face limestone block with smooth top. Landscape plantings are not anticipated to be included as part of the Trailhead design. The trailhead will include a curb ramp access to Rogers Street.
- Plan submittals at 60% and 100% comprised of one (1) set of 11x17 (half-scale) plans, one (1) set of 24x36 (full scale) plans, and one electronic file in .pdf format.
- Quantities, cost estimates, and unique special provisions to include in a bid package for a public bidding process through the City of Bloomington Parks Department.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications.

B. AZTEC will not utilize sub-consultants for Trail Design.

C. The City will provide the following:

- Feedback in written form or as plan mark-ups for formal plan submissions.
- Input on permanent trail elements (connector trails, ditches, appurtenances, sign locations, etc.) for inclusion in the design plans and specifications.
- Sign packages related to the trail and route-finding signage specifications for any signs directing people to the trail.
- Direction/preference on street crossing treatment, trail furnishings and locations, and other desired trail amenities as needed.

D. Assumptions regarding Trail & Sidewalk Design include the following:

- Plan and profile sheets for the length of proposed improvements (including incidental construction) on the Duke Power Line Trail, for a length of approximately 4700 ft.
- Plan and profile sheets for the new sidewalk and roadway alterations on S. Rogers Street for a length of approximately 500 ft.
- Indiana Design Manual (IDM) will be the default design guidance as on a traditional, federally funded project. AZTEC will draw from City of Bloomington Parks and Recreation trail specifications and other design standards at the direction of City staff.
- Design speed does not apply to the trail design. Sight distance at cross-street locations will be determined by the posted speed limit.
- Lighting design is not included in the scope of services.
- Trail design services exclude the two conceptual trail connector paths described in **1. Data Collection & Alignment Studies**: the Summit School connector and the Samuel Lane (Woolery Mill) connector.
- Trail design services exclude design and construction documents for the Duke Power Line Trail between the western property line of the County Commissioners property and Weimer Road.
- MOT plans are included. It is assumed that MOT is only needed on S. Rogers Street and that one MOT concept will accommodate both the Rogers Street sidewalk *and* the pedestrian crosswalk for the Trail.
- No traffic studies or analyses of public streets within the project limits will be conducted.
- No curb ramp is included in the design on the east side of Rogers Street directly across from the trailhead location.
- ROW Engineering is excluded from the scope of services. The goal of the design is to utilize the existing ROW on S. Rogers Street. A geometric tie-in sheet is included in the scope for purposes of construction.
- ROW Acquisition services (appraisals, APAs, buying services) are excluded from the scope.
- Landscape architecture services in the form of tree planting plans, landscape revegetation (erosion control) plans, design of one trailhead on S. Rogers Street, locating proposed benches and specialized wayfinding signs are included in the scope of services.

4. **Drainage Design**

A. AZTEC's scope and cost proposal for Drainage Design include the following:

- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of two stream crossings on the Duke Power Line Trail.
- Design of a double barrel culvert extension and headwall for the S. Rogers Street sidewalk crossing of Clear Creek on the east side of S. Rogers Street;
- Hydraulic analysis and ditch typical sections for use in the trail design. A Hydraulic Analysis of Clear Creek existing and proposed conditions to assist with establishing the hydraulic design criteria and the effects of the headwall & sidewalk (if any).
 - Multi storm event Hydrology for Clear Creek to be used in a Hydraulic Analysis.
- Storm Drain inlet relocation and storm drain design for S. Rogers Street sidewalk improvements.
- Hydraulic Design Reports will be prepared and submitted at 60% (Preliminary) and 100% (Final) plan submittals.
- Quantities, cost estimates, and bid specifications to be included in a bid package for a public bidding process through the City of Bloomington.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.
Review preliminary alignment of trail path from County Commissioner property west to Weimer Road.

B. AZTEC will not utilize sub-consultants for **Drainage Design**.

C. The City will provide the following:

- Feedback in written form or on plan mark-ups for formal plan submissions.
- Past studies or hydraulic information related to City projects (e.g. Switchyard Park, Rogers St. spur to B-Line Ph. 2/Switchyard).
- Input on permanent drainage elements for inclusion in the design plans and specifications.

D. Assumptions regarding **Drainage Design** include the following:

- Drainage plan and profile sheets will be provided for proposed culverts, if any. Drawing scale TBD. Other Drainage features will be depicted on the Trail plans.
- Drainage details will be provided for erosion protection on ditches, culvert crossings, modified headwall details and bridge crossings, as needed.
- Analysis of karst feature water balance and hydrologic conditions is excluded from the scope.
- Bridge hydraulic design is excluded from the scope.
- Indiana Design Manual (IDM) will be the default design guidance as on a traditional, federally funded project. AZTEC will draw from City of Bloomington and other design standards at the direction of City staff.

5. Environmental Services – Base Services

- A.** AZTEC's proposed estimate to provide Environmental Services for the design of this project is based on the following:

Task 1 – Environmental Field Survey and Reporting

- Survey the anticipated construction footprint for waters of the US, including streams and wetlands
- Prepare a Waters of the US delineation report that includes mapping for all waters of the US present in the 12-acre construction footprint
- Conduct a bat habitat assessment and prepare a brief report of the results

Task 2 – Rule 5 Permitting

- Prepare Erosion & Sediment Control Plans and a SWPPP for the project consisting of the basic plan elements component, active construction component, and post-construction component as provided in IDEM Guidance for Construction Plan/Storm Water Pollution Plan Development.
- The developed Erosion & Sediment Control Plans will be included as a part of the overall construction plan set and provided at the 60% and 100% submittals. The plans will also be included as part of the SWPPP document submitted to IDEM for permit review.
- Prepare technical specifications for erosion and sediment control items. Erosion and Sediment Control technical specifications are to be included in the overall project specifications for the 60% and 100% submittals.
- Prepare an estimate of probable cost for erosion and sediment control items. Erosion and Sediment Control items are to be included in the overall project engineer's estimate at the 60% and 100% submittal as needed.

Task 3 – Construction in a Floodway Permit Application

- Coordinate and attend a pre-application meeting/conference call with IDNR (AZTEC PM and one representative each from drainage, roadway, and environmental would attend)
- Prepare a Construction in a Floodway (CIF) permit application package based on 60% design that consists of:
 - State application form 42946
 - Proof of public notice as required by law
 - Project plans, maps and specifications

Deliverables

All deliverables are assumed to consist of a draft and final version and are anticipated to include:

- Waters of the US Delineation Report
- Bat Habitat Assessment Report
- Regional General Permit Notification to the USACE
- Regional General Permit Notification to IDEM

- Biological Assessment/Evaluation
- Cultural Resources Assessment
- Rule 5 Permit application including:
 - Storm Water Pollution Prevention Plan (SWPPP)
 - Erosion control plans, specifications, and proposed Best Management Practices (BMPs)
 - Rule 5 Application completed for City signature & submission to Monroe County Soil and Water Conservation District.
- Erosion control plans, details, specifications, and estimate for public bidding
- Construction in a Floodway permit application

B. No subconsultants will be utilized for Environmental Services

C. The City will provide the following:

- Approval to survey/access site
- Past studies or environmental analyses relevant to the Duke Power Line Trail or S. Rogers Street Sidewalk.
- Signatory of the responsible employee at the City for permit applications.

D. Assumptions regarding Environmental Services include the following:

- The project is not federally funded or located on federal lands
- No pedestrian archaeological survey would be required
- This scope of work does not include any historic resources tasks other than that described in **Task 4 – Cultural Resources Assessment** should a Section 404 permit be required
- No compensatory mitigation is anticipated to be required
- The City or construction contractor would be responsible for preparing and filing a Rule 5 Notice of Intent (NOI), implementing and monitoring the Construction Plan/Storm Water Pollution Prevention Plan (SWPPP), Rule 5 monitoring during construction, and the Notice of Termination (NOT)
- No cemeteries will be impacted by this project

6. Utility Coordination & Utility Design

A. AZTEC's scope and cost proposal includes utility coordination for both the Trail and S. Rogers Street sidewalk, which will include the following:

- Contact with utility companies with facilities in the project area to collect information regarding existing utilities that may be impacted by the project.
- Meetings with utility representatives to review the project plans and discuss relocation and/or protect in place plans.
- Utility work plans for utility companies to review and approve.
- Analysis of utility conflicts with respect to the project plans.

- Relocation agreements and project schedule if relocation work is needed.
- Site visits to confirm that relocation work is conducted in accordance with the project plans.
- Design, specifications, and bid quantities for underground fiber conduit underneath or adjacent to the Duke Power Line Trail in anticipation of the City's city-wide broadband initiative.
- Design, specifications, and bid quantities for a water service line to a drinking fountain at the S. Rogers Street trailhead.

B. No subconsultants will be utilized for Utility Coordination.

C. The City will provide the following:

- Input regarding utility relocation plans both informally and during formal plan submissions.
- Formal approvals of MOUs and utility agreements necessary to complete relocation work.
- A representative at utility Field Check and other meetings with utility companies as needed.
- Input from City IT staff regarding the equipment and appurtenances associated with the fiber conduit.

D. Assumptions regarding Utility Coordination include the following:

- Utility relocations are anticipated only in the segments of the project near S. Rogers Street. The scope assumes a minor amount of utility coordination will be needed to complete the project.
- Utility relocations are not anticipated in the Duke Easement in the trail corridor.
- Coordination with Duke Energy regarding the Trail is assumed in the design.
- No fiber line is anticipated inside the fiber conduit designed for the project. The design does not include specifications or drawings pertaining to installation of fiber line.
- The fiber conduit is assumed to begin at the proposed trailhead location on S. Rogers Street. Fiber conduit design along Rogers Street to the north or south (e.g. through the proposed Rogers St. sidewalk connection) is excluded from the design scope.

7. Bid Support Services

A. AZTEC's proposed estimate to provide General Administration and Bid Support Services for the design of this project is based on the following:

Bid Support Services

- Bid support services for public bidding process through the City of Bloomington. Services include assembling bid documents (plans, specifications, unique special provisions, proprietary items, etc.) into the City of Bloomington's boilerplate format for public bids.
- Attend a Pre-Bid meeting with contractors, create an agenda, take notes, distribute notes with answers to contractor questions.

- Answer contractor questions during bidding and create bid addenda as needed for distribution by the City.
- Review contractor bids, compare bids to Engineer's Estimate, and make recommendations for consideration by the City Parks management to award the contract to the lowest responsive, responsible bidder.

B. No subconsultants will be utilized for Bid Support Services

C. The City will provide the following:

- Written feedback and/or plan markups on formal plan submissions during design.
- One point of contact with decision-making authority to direct AZTEC's work.
- Boilerplate bidding documents for AZTEC staff to compile with plans, special provisions, and bid tabs for contractors to complete.
- Notification and advertisement of public bidding for the project.

D. Assumptions regarding Bid Support Services include the following:

- ROW Engineering and Acquisition Services are not included in the scope. Project administration of subconsultants for ROW services is therefore excluded.
- The estimate includes one public bid and assumes the Duke Power Line Trail and the S. Rogers Street sidewalk will bid together. Multiple bids are excluded from the scope.
- Post Design Services, such as approval of shop drawings, field design change requests, and attendance of construction progress meetings, are not included in the scope.
- Construction Inspection Services are not included in the scope.

8. Allowances

Our scope and fee proposal includes a number of Allowances which are not included in the base design contract fee. We would need written authorization from the City of Bloomington to conduct design tasks included in the Allowances section. These tasks are described below.

A. Environmental Services Tasks

Based on initial research, waters of the US (e.g., streams and wetlands) as regulated by the US Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act are likely present in the project area. If waters of the US are impacted by the project, a Section 404 permit will be required. However, if impacts to waters of the US can be avoided, tasks 4-6 below will not be necessary and are therefore included only as allowances should a Section 404 permit be required.

Task 4 – Section 404/401 Permitting (Allowance should a 404 permit be required)

It is anticipated that the project would result in the loss of < 1.0 acre and < 1,500 linear feet of waters of the US and would therefore be covered under Indiana Section 404 Regional General Permit (RGP) 001. Because it is anticipated that the project would also result in

loss of < 300 linear feet of stream and < 0.1 acre of special aquatic sites (wetlands), no compensatory mitigation would be required. However, notification to the IDEM is always required for Section 401 Water Quality certification under RGP 001, and notification to the USACE will likely be necessary per RGP general condition 17 due to the potential presence of species protected by the federal Endangered Species Act (ESA) as described in Task 5 below. The following tasks will be completed:

- Calculate impacts to waters of the US using GIS software to overlay design files on Waters of the US mapping. This would be completed during the Alternative Analysis phase (30%) and repeated at the 60% design phase to identify any impact changes that would warrant modifying the permit notifications
- Prepare an RGP notification package to the USACE based on 60% design that consists of:
 - Cover letter identifying the potential presence of ESA-protected species in the project area
 - Completed RGP notification form and required attachments
 - The biological assessment/evaluation and cultural resources assessment as described in Tasks 3 and 4 below as attachments
- Prepare an RGP notification package to IDEM based on 60% design that consists of:
 - Cover letter identifying that notification was also sent to the USACE as required by RGP general condition 17
 - Completed RGP notification form and required attachments

Task 5 – Biological Assessment/Evaluation (Allowance should a 404 permit be required)

If a Section 404 permit is required, a brief biological assessment/evaluation will be necessary to document compliance with the federal ESA per USACE Section 404 RGP general condition 17 and for the USACE's use during ESA Section 7 consultation with the US Fish and Wildlife Service. The following will be completed for this task:

- Complete an official USFWS Information for Planning and Consultation (IPaC) query and Indiana Department of Natural Resources (IDNR) Natural Heritage Data Center request
- Prepare a brief biological assessment/evaluation that includes detailed analysis of the 2 ESA-protected species likely to be identified by the USFWS IPaC query as potentially affected by the project (Indiana bat and Northern long-eared bat)

Task 6 – Cultural Resources Assessment (Allowance should a 404 permit be required)

If a Section 404 permit is required, a cultural resources assessment will be necessary to determine whether any known historic properties listed, or eligible for listing, in the National Register of Historic Places are present in the project area and may be affected, per USACE Section 404 RGP general condition 16 and for the USACE's use during National Historic Preservation Act (NHPA) Section 106 consultation:

- Conduct a cultural resources inventory of the project area that includes a review of the Indiana State Historic Architectural and Archaeological Research Database and Structures Map (SHAARD)

- Complete an IDNR Division of Historic Preservation and Archaeology data request
- Prepare a brief cultural resources assessment that includes results of the research and a recommendation regarding whether the project may affect known cultural resources in the project area

B. Geotechnical Investigation

If needed, Geotechnical Investigation for the S. Rogers Street sidewalk and Duke Power Line Trail will be conducted by Patriot Engineering and Environmental. The estimate is included as an Allowance to the contract. Geotechnical services include the following:

- Geotechnical investigation by Patriot Engineering includes two (2) soil borings along the proposed headwall alignment. This includes 10 ft. of rock coring per site to assess suitability of the anticipated limestone bedrock to support the foundation.
- A Geotechnical Report with recommendations based on field testing.
- The estimate provided in **8. Allowances** includes 2 days for geotechnical work and assumes that access to the sites do not require traffic control. an estimate for dozer equipment if access to the Trail segment is hindered by site conditions.

C. Geotechnical Investigation

An allowance for dozer access to the project area is included as an allowance in the event that site conditions make access difficult for Patriot Engineering's standard equipment.

D. Route Plat Survey

The scope assumes that the Trail project that lies within the Duke Power Line easement will not be acquired as fee simple ROW. For improvements for both the Trail (portions within Rogers Street ROW) and the S. Rogers Street sidewalk, the scope assumes that ROW will not be needed. If it is discovered that ROW is necessary to construct the project, we have included an allowance for a Route Plat Survey conducted by *Smith Brehob and Associates*. The fee estimate for a Route Plat survey is included in the Allowances and will comply with State surveying standards.

9. Exclusions

The following items have been excluded from the scope of services:

- ROW Acquisition Services (Appraisals, Buying, ROW Engineering, etc.)
- ROW Staking
- Traffic counting, traffic studies, and traffic engineering services such as signal warrant analyses, capacity analyses, etc.
- Reconstruction of the driveway to The Warehouse property.
- Pavement coring for pavement design. City of Bloomington trail and roadway standards will apply to pavement design unless otherwise direct by City staff.
- Pavement design in accordance with the INDOT Design Manual. AZTEC assumes the City standards and specifications for trails, streets, and sidewalks apply to the project.
- Design of fiber conduit facilities for the Rogers Street sidewalk connection.
- Design services required to meet INDOT-LPA process for federal aid projects.
- Post-Design Services are excluded from the scope.
- Construction Engineering/Inspection services.
- Lighting design for pedestrian scale lighting the length of the Trail corridor.
- Intensive public involvement efforts (charrettes, public hearings, surveys, etc.) beyond the public meeting tasks described in the scope are not included.
- Trail interpretive signage and wayfinding signage design. AZTEC's design will include the location of signs & the City's sign specifications for bidding.
- Trail striping or specialized pavement marking beyond trail crossings at public streets.
- Environmental services tasks related to a Section 404 permit. These tasks are included as allowances in the event a 404 permit is required.
- Archaeological survey.
- Compensatory mitigation as the result of permitting requirements is assumed to be excluded from the scope.
- Historic services requiring local guidance or a certificate of appropriateness other than the services described in **8. Allowances, Part A. Environmental Services Task 6 – Cultural Resources Assessment.**

EXHIBIT B

PROJECT SCHEDULE

Duke Power Line Trail & S. Rogers Street Sidewalk

The following contract milestones are based on scope and assumptions as listed in the previous sections for a project that neither requires ROW acquisition nor utilizes federal funding.

<i>Milestone</i>	<i>Date</i>	<i>Notes</i>
Notice to Proceed	July 2020	Issued by City Parks
Trail Alignment(s) Options & Selection of Preferred Option(s)	September 2020	Submit to City Parks for review, comment, Selection
Survey, Site Reconnaissance	October 2020	Includes site data collection for both Trail and Rogers St. sidewalk
60% plan submission	March 2021	Submit to City for review, apply for required permits
100% plan submission	May 2021	Stamped plans; prepare bid docs; finalize permits
Public Bidding	May 2021	City bidding process
Award of Contractor Bid	June 2021	Issue NTP to begin in June 2021



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2555 | D: 812.717.2554
www.aztec.us

EXHIBIT C

KEY STAFF

AZTEC will provide the following key staff, each listed with their primary role:

<i><u>Staff member</u></i>	<i><u>Role</u></i>
Adrian Reid	Project Manager
Steve Lohide	Landscape Architect
Brad Faris	Trail Design Lead
Tim Mahon	Hydraulics/Drainage Lead
Brynne Taylor	Environmental Lead
Patrick Dierkes	Utility Coordination



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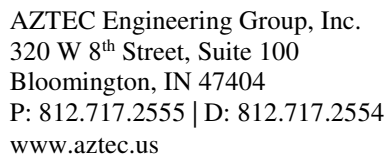
EXHIBIT A.1
Summary of Estimated Fee & Allowances



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www.aztec.us

EXHIBIT A.2
AZTEC Engineering Group, Inc.
Insurance Accord

To be provided upon Board approval



STATE OF INDIANA)
)SS:
COUNTY OF _____)

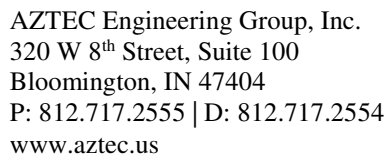


EXHIBIT D.2

NON-COLLUSION AFFIDAVIT

OATH AND AFFIRMATION

22



AZTEC Engineering Group, Inc.
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Printed Name of Notary Public



STAFF REPORT

Agenda Item: C-12
Date: 7/23/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator
DATE: July 28th, 2020
SUBJECT: CONTRACT WITH WYLIE'S FLOOR COVERING

Recommendation

Staff recommends approval of a contract with Wylie's Floor Covering to replace the flooring in the Banneker kitchen with commercial-grade LVT. The contract will use \$6,000 of ROI Grant Funding – 201-18-G23350

Background

In 2019 the Banneker Community Center received \$199,600 from Regional Opportunity Initiatives Inc. (ROI) to improve spaces within the facility to become a cultural hub for underserved Bloomington residents. A portion of this funding included refurbishments to the Banneker kitchen space. With the initial grant award, ROI did not fund the Banneker kitchen flooring. After kitchen improvements took place, there was a surplus of funds and upon approval from ROI, the kitchen flooring qualifies for reimbursement.

RESPECTFULLY SUBMITTED,

Erik Pearson, Program/Facility Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
WYLIE'S FLOOR COVERINGS
FOR
BANNEKER FLOORING**

This Agreement, entered into on this 28th day of July, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and WYLIE'S FLOOR COVERING ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to install new flooring throughout the Banneker Community Center; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform removal of existing carpet and installation of new flooring (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 31st, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Erik Pearson 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 \$6,000 (\$6,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington		Wylie's Floor Covering
Attn: Erik Pearson		
401 N. Morton, Suite 250		1130 S. Walnut Street
Bloomington, Indiana 47402		Bloomington, Indiana 47401

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

WYLIE'S FLOOR COVERING

Philippa M. Guthrie, Corporation Counsel

Gene Wylie, 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:

- **Removal of carpet and floating laminate from Banneker kitchen**
- **Installation of commercial-grade laminate throughout the Banneker kitchen**

EXHIBIT B

“Project Schedule”

- Removal of existing kitchen flooring and installation of commercial-grade floating laminate to take place within July 27-August 31, 2020

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

WYLIE'S FLOOR COVERING

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-13 Date: 7/23/2020

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator
DATE: July 28th, 2020
SUBJECT: Banneker Community Center Advisory Council Recommendation

Recommendation

Staff recommends review and support the recommendation from the Banneker Community Center Advisory Council (BCCAC) to pursue street murals on Elm Street and in the downtown area.

Background

BCCAC members Nichelle Whitney and Jaquita Roberts recommended to Erik Pearson that a mural containing the words Black Lives Matter be painted on Elm Street between 7th and 8th street in front of the Banneker Community Center gymnasium. Further discussions took place between the Office of the Mayor, Community and Family Resources, Economic and Sustainable Development, and Public Works of which support for the murals was unanimous. On July 15th, in a special session, the BCCAC voted to recommend two murals be implemented by the City of Bloomington Parks and Recreation Department. In addition, the BCCAC recommends the Elm Street mural be designed by local Black artists and community members be invited to participate in the painting.

BCCAC recommends the City of Bloomington Parks and Recreation Department facilitate the street mural projects in purpose, funding, and continue to develop conversations and seek actionable steps through the Racial Justice Task Force that focus on equity and investment in Black and Brown businesses and neighborhoods. Funding will be allocated from City of Bloomington Economic and Sustainable Development's arts area including funds allocated towards the 2020 Black y Brown Arts Festival.

Additional Details

- The street mural along Elm Street is recommended to have a lifespan of approximately two years
 - Elm Street is slated to be milled and paved at that time
 - Artists will be responsible for maintenance of the mural
 - In 2021 at the Black y Brown Arts Festival artists will be invited to join a rededication

ceremony wherein the mural will be touched up

- Next Steps:
 - Upon support of recommendation by Board of Parks Commissioners, the recommendation will go before the Board of Public Works
 - Selection of second mural site
 - Assistant Director for the Arts-Sean Starowitz will collect submissions from local Black artists who will provide examples of previous works
 - Three artists will be selected and will represent one word each
 - Artists will be paid
 - Purchasing of the outdoor and high traffic paint

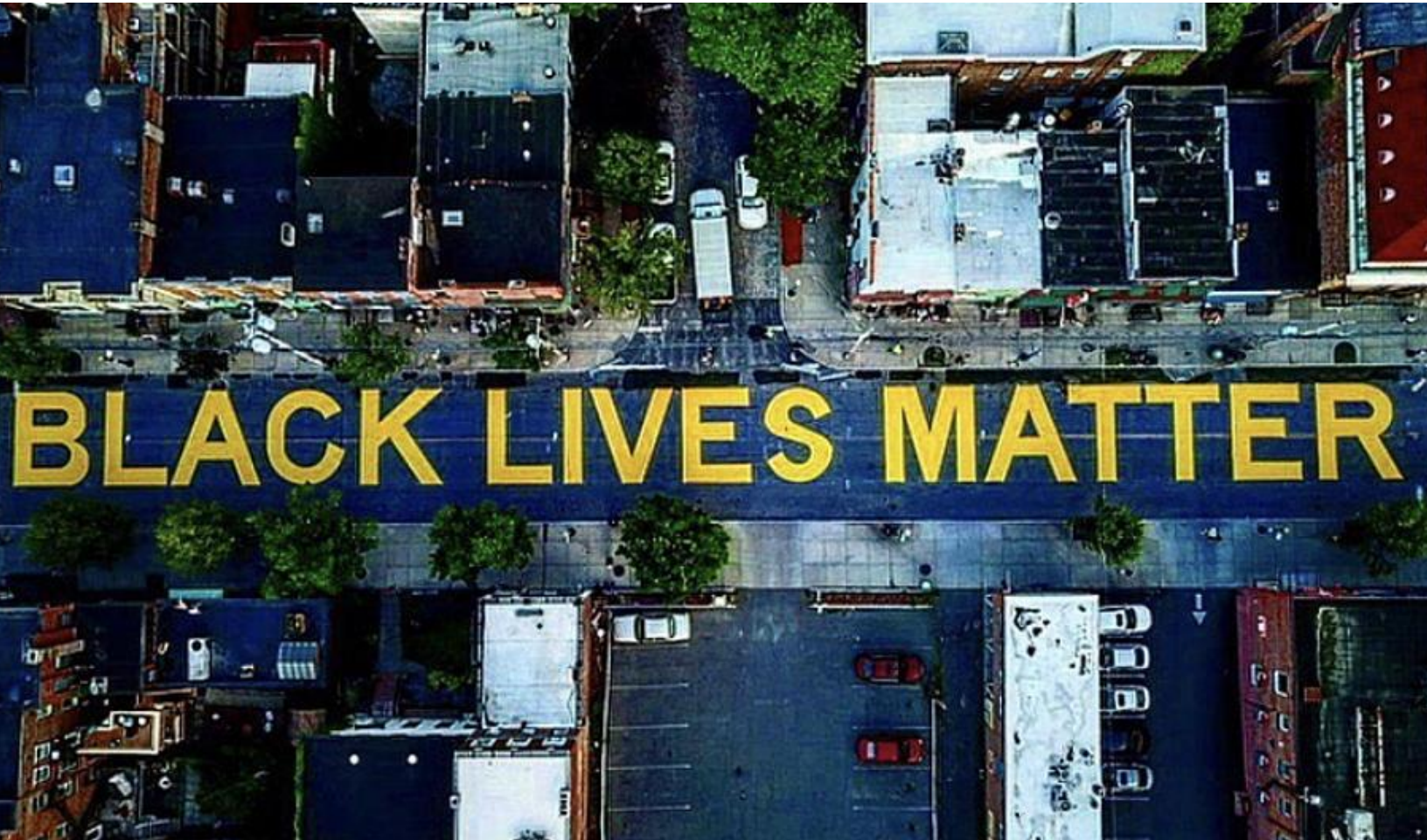
RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read 'Erik Pearson', is positioned above a horizontal line.

Erik Pearson, Program/Facility Coordinator

JULY 2020

Submitted for consideration



Credit: Chris Famelette

COMMUNITY MURAL PROPOSAL

Recommendation for construction of two
Black Lives Matter murals in Bloomington, Indiana

Proposed by: Banneker Community Center Advisory Council

THE PROPOSED PROJECT

Banneker Community Center Advisory Council (BCCAC) members Nichelle Whitney and JaQuita Roberts suggested to Erik Pearson that a street mural stating **Black Lives Matter** be erected on Elm Street in front of the Banneker Community Center.

Construction of each mural is both political and communal. Politically it reflects the responsibility that this community holds in disrupting racism and creating a quality of place that is inclusive and equitable for all people but particularly groups that have been systemically oppressed. It is an act of good communal faith, and shows the City's commitment to embrace the depth of culture and resilience for Black people.

"Change will not come if we wait for some other person or some other time. We are the ones we've been waiting for. We are the change that we seek."
-Barack Obama

On July 15th the BCCAC convened a special session to discuss the project and vote on two key measures. Majority votes favored:

1. Banneker Community Center Advisory Council supports the Black Lives Matter street murals at Elm Street and in the downtown area, with the Elm street mural to be completed first.
2. For the Elm Street mural, BCCAC prefers a more unique artistic mural with images within letters, etc.



**BLACK
LIVES
MATTER**

THE OBJECTIVE

The group recommended that two murals be created with consideration to Elm Street and downtown Bloomington. The Elm Street mural will have a culturally-textured design, while the downtown location will mirror the traditional "high traffic" yellow design. Members request the City of Bloomington needs to take onus of funding to show the BIPOC community its commitment to equity and justice.

The Elm Street mural would be a community engagement initiative with respect to COVID19 safety precautions. The mural would be designed by a Black or Latinx artist and would have cultural artistic consideration.



CENTRAL RECOMMENDATION

A street mural with the statement Black Lives Matter be created along Elm Street in front of the Banneker Community Center.

REQUESTS

- City of Bloomington shall serve as primary sponsor for each mural including mural maintenance.
- If the murals are vandalized, it is the responsibility of the City and artists to repair within a timely manner.

TIMELINE

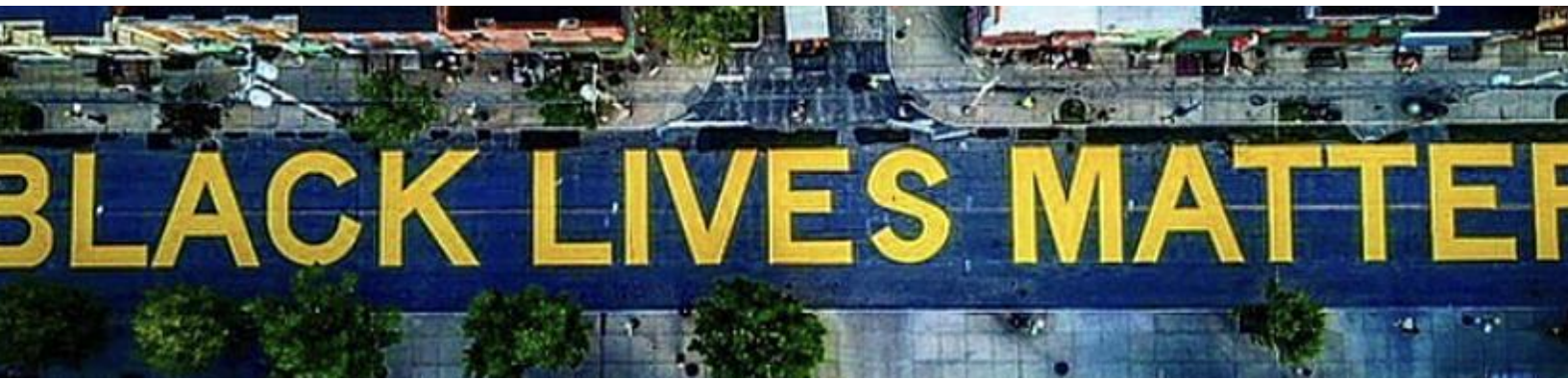
- Official proposal submitted to Parks and Recreation Board on July 28 2020.

RISKS

- Resistance from community leading to additional acts of hate and intolerance

BCCAC STATEMENT

In a special meeting on July 15, 2020, the Banneker Community Center Advisory Council voted to recommend the creation of two Black Lives Matter murals in Bloomington, Indiana, the first of which will be located on Elm Street. We recognize this effort as both political and communal, and as a Council, we commit to holding ourselves, our community, and our leaders accountable for addressing racial and social inequity in Bloomington. A firm commitment to the Black Lives Matter mural is an outward expression and recognition of one of the largest civil rights movements in US history, but we know that this act of good faith cannot stand alone. We implore City leaders to establish points of accountability that citizens can/should expect to hold. We call for the Racial Justice Task Force to review policies and programs, statements of no tolerance for hate, and strategic allocation of resources into Black and Brown businesses and neighborhoods. ***This statement reflects the opinion of the Banneker Community Center Advisory Council only and does not necessarily represent the view of the City of Bloomington. The Banneker Community Center Advisory Council is composed of residents who serve as volunteers to inform and advise their fellow residents, City staff and elected officials. This statement is for informational purposes only.***



BANNEKER COMMUNITY CENTER ADVISORY COUNCIL

- Heather Addison
- Richelle Brown
- Autumn Brunelle
- Martha Chamberlain
- Seth Debro
- Victoria Englert
- Amy Oakley
- Joy Roberts
- Itia Saahir
- Muhammed Saahir
- Stacy Sedory
- Mathew Shockney
- Nichelle Whitney