



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/95714519793?pwd=dTFiY1JRZkx0UmJYcXNvc2M2SHZ2Zz09>

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, November 17, 2020 4:00 – 5:30 p.m.
CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of October 20, 2020
- A-2. Approval of Claims Submitted October 20, 2020 – November 16, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus -

B. PUBLIC HEARINGS/APPEARANCES

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

C. OTHER BUSINESS

- C-1. Review/Approval of 2021 Price Schedule (Division Directors)
- C-2. Review/Approval of 6 department policies: 2120 Equipment for Rent by Public; 7010 General Finance; 9010 Foundation Policies; 13090 Animal Restrictions; 13100 Mobile Stage Policy; 13110 Land Acquisition; 13150 Geocaching in Parks; 13160 Metal Detectors (Leslie Brinson)
- C-3. Review/Approval of contract with Eco Logic for invasive plant management at Griffy Lake Nature Preserve and Miller-Showers Park (Joanna Sparks)
- C-4. Review/Approval of contract with Aquatic Control for pond maintenance at Millers-Showers Park (Joanna Sparks)
- C-5. Review/Approval of contract with J.R. Ellington Tree Expert for tree removal near Griffy Lake Nature Preserve boat house (Rebecca Swift)
- C-6. Review/Approval of (9) 2021 service agreements for Operations Division (Barb Dunbar)
- C-7. Review/Approval of service agreement with RLR Associates for Switchyard Park dedication element (Julie Ramey)
- C-8. Review/Approval of contract addendum with Designscape Horticultural Services for treatment on city trees (Erin Hatch)
- C-9. Review/Approval of contract with Bluestone Tree, LLC for tree removal along Bloomington Rail Trail (Erin Hatch)

D. REPORTS

- D-1. Operations Division - None
- D-2. Recreation Division - 2020 Kid City Program Update (Amy Shrake)
- D-3. Sports Division - None
- D-4. Administration Division - None

ADJOURNMENT

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

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



A-1
11-17-2020

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, October 20, 2020
4:00 p.m. – 5:30 p.m.

Zoom Meeting

CALL TO ORDER

The meeting was called to order by Kathleen Mills at 4:02 p.m.

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

Staff Present: Paula McDevitt, Becky Higgins, Julie Ramey, Kim Clapp, Steve Cotter, Leslie Brinson, Cory Hawkins, Erin Hatch and Dee Tuttle.

A. CONSENT CALENDAR

- A-1. Approval of Minutes of September 22, 2020 meeting
- A-2. Approval of Claims Submitted September 21, 2020 through October 19, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

Les Coyne made a motion to approve the consent calendar. Israel Herrera seconded the motion. Kathleen Mills any public comments or questions, seeing none. Vote taken: motion unanimously carried 4-0.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period - None

B-2. Bravo Award – None

B-3. Parks Partner Award - None

B-4. Staff Introductions

C. OTHER BUSINESS

C-1 Review/Approval Contract with Cornerstone Planning and Design LLC for Project Management Service

Paula McDevitt, Director the Operations and Development Division Director Position is currently vacant, and the department wishes to continue to complete General Obligation Park Bond and Bicentennial Bond projects. The department requires the services of a professional contractor in order to perform project management services. Staff recommends approval of this contract with Cornerstone Planning and Design LLC in an amount not to exceed \$12,100. The work is to be completed by January 31, 2021. Funding for this service will be from the Operations General Fund.

Ellen Rodkey made a motion to approve the contract with Cornerstone Planning and Design LLC. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 4-0.

C-2 Review/Approval of Updates to Policies 11080 and 13030

Leslie Brinson, Recreation Manager Staff recommends approval to the following policy changes;
Policy 11080 – Behavior/update to include stages and parks in the language, as well as include the Farmers’ Market as a location that animals are not allowed and remove Peoples Park as a location that animals are not allowed.
Policy 13030- Facility Access/update to remove MCCSC as a priority partner, and include MCCSC as a department affiliated in the 3rd priority group.

Ellen Rodkey made a motion to approve the updates to Policies 11080 and 13030. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 4-0.

C-3 Review/Approval of Partnership Agreement with Bloomington Blades Youth Hockey Association

Dee Tuttle, Sports Facility/Program Manger the department wishes to provide an opportunity for the Bloomington community to participate in a diverse competitive youth hockey program for ages of 7 to 12 years old. This agreement outlines a program partnership which will provide a hockey program designed to develop skills and provide competition, not otherwise available for the Bloomington community. Staff recommends the approval of this Partnership with Bloomington Blades Youth Hockey Association

Sean Dugan, President Bloomington Blades Youth Hockey Association commented, BBYHA takes kids from 4 to 14 through the youth programs. BBYHA loves working with the City. COVID-19 has made it very challenging this year, it is Sean Dugan’s first year as president. Dee has made Frank Southern Center very accessible to Bloomington Youth Hockey. BBYHA worked very closely on their COVID-19 protocols with the city, passing them through Dee. BBYHA was very fortunate to have a few doctors assisted in creating their COVID-19 plan.

The Board thanked Sean Dugan.

Ellen Rodkey made a motion to approve the partnership agreement with Bloomington Blades Youth Hockey Association. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 4-0.

C-4 Review/Approval of Partnership Agreement with Bloomington Blades High School Hockey Association

Dee Tuttle, Sports Facility/Program Manger the department wishes to provide an opportunity for the Bloomington community to participate in a diverse competitive high school hockey program. This agreement outlines a program partnership which will provide a hockey program designed to develop skills and provide competition, not otherwise available for the Bloomington community. Staff recommends the approval of this partnership with Bloomington Blades High School Hockey Association.

John Hill, BBHSH President Bloomington Blades High School Hockey Association commented, he was formally with the Bloomington Blades Youth program, he followed his son up through the age groups. BBHSHA had a really good season last year, and finished fourth in the state for high school hockey. Some of that is contributed to the support given to the youth programs by the Parks Department. As this is the only program in town, the kids get to play together year after year, and the benefit is seen when it comes to the highest level of high school hockey played in the state. John Hill thanked the Board for their support.

The Board thanked John Hill.

Ellen Rodkey made a motion to approve the partnership agreement with Bloomington Blades High School Hockey Association. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 4-0.

C-5 Review/Approval of Partnership with Bloomington Figure Skating Club

Dee Tuttle, Sports Facility/Program Manager the department wishes to provide an opportunity for the Bloomington community to participate in a diverse figure skating program. This agreement outlines a program partnership which will provide an affordable and effective figure skating program, not otherwise available to the Bloomington community. The program will be designed to introduce beginner participants to the sport, as well as for skill advancement. Staff recommends the approval of this partnership with Bloomington Figure Skating Club.

Stephanie Jachim, President Bloomington Figure Skating Club commented, this will be Stephanie Jachim last year as president. This year there were 22 participants in the club, which is a little lower than past seasons. BFSC is working with Dee to follow all of the COVID-19 restrictions. BFSC is hoping the season will last all the way through.

The Board thanked Stephanie Jachim.

Board Comments: *Ellen Rodkey stated there was an error on the first page of the contract. It states the contract "would be in effect from October 20, 2021". This should be "would be in effect from October 20, 2020".* Dee Tuttle responded, the necessary changes would be made.

Ellen Rodkey made a motion to approve the partnership agreement with Bloomington Skating Club. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 4-0.

C-6. Review/Approval of Contract with Otto's Parking Marking

Dee Tuttle, Sports Facility/Program Manager the parking lot at Frank Southern Center needs restriping as the paint is badly faded. Staff recommends approval of the contract with Otto's Parking Marking to perform the necessary work, in an amount not to exceed \$728. Funding for this project is from Frank Southern Center's General Funds.

Board Comments: *Israel Herrera inquired if the department had previously used this vendor.* Dee Tuttle responded, this company has been used at other facilities.

Ellen Rodkey made a motion to approve the contract with Otto's Parking Marking. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 4-0.

C-7. Review/Approval of Contract with Designscape Horticultural Services, Inc.

Erin Hatch, Urban Forester the department wishes to maintain healthy trees. The department requires the services of a professional contractor to treat approximately 575 diameter-inches of Honeylocuts tress for webworm at various locations. Staff recommends approval of the contract with Designscape Horticultural Services, Inc. in an amount not to exceed \$5,702. Funding for this project is through the Urban Forestry's General Fund.

Board Comments: *Kathleen Mills inquired on the type of damage caused by the webworm.* Erin Hatch, Urban Forester responded, it can cover the tree and cause defoliation. A few different pests can cause this, and this is one that impacts the Honeylocuts trees in particular. It is a concern when it occurs multiple years in a row and heavily impacted the trees. The trees identified fall into this category. *Les Coyne inquired if these trees were put in by the developers.* Erin Hatch stated it is unknown who planted the trees, but they are street trees. *Ellen Rodkey inquired if this is a onetime treatment, or would additional treatments be required.* Erin Hatch responded, with this particular infestation the treatment is for two or three years. If it does not come back as heavy, treatment will not be needed again.

Ellen Rodkey made a motion to approve the contract with Designscape Horticultural Services, Inc. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 4-0

C-8. Review/Approval of Addendum with J.R. Ellington

Erin Hatch, Urban Forester on July 28, 2020, the department entered into a contract with J.R. Ellington to remove various City trees within Cascades Golf Course. Staff would like to expand the scope of service to include four additional trees, and increase compensation \$3,000. Both parties agree to these changes. Funding for this project is from the Urban Forestry's General Fund; total cost of project is not to exceed \$12,900. Staff recommends approval of this addendum with J.R. Ellington.

Board comments: *Les* inquired why the cost of these tree were less than those of the original contract. Erin Hatch responded, the cost is determined by the size of the tree, and difficulty of removal. *Israel Herrera* inquired why the additional trees were not included in the original contract, and why the trees needed to be removed. Erin Hatch responded, they were not originally identified. This is a location that ongoing removal will be necessary. All four trees are dead trees. *Les Coyne* inquired on the liability responsibility aspect of dead trees. Paula McDevitt responded, the City is responsible for city trees, and the reason why Urban Forestry monitors the health and condition of the trees, and why hazardous trees are removed when necessary. The safety of individuals and property, plays a big role in determining which trees are removed. *Israel Herrera* inquired the location of these trees. Erin Hatch responded, the trees line multiple properties from 711 W. Rosewood Drive to 805 Rosewood Drive, all of the trees are located on golf course property.

Ellen Rodkey made a motion to approve the addendum with J.R. Ellington. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 4-0

C-9 Review/Approval of Addendum with Monster Cote

Cory Hawkins, Program Coordinator on September 22, 2020, the department entered into a contract with Monster Cote to remove rock carpet flooring at Banneker Community Center, and replace with vapor barrier and epoxy surfacing. Due to moisture being observed at multiple locations, staff wishes to expand the scope of service to included additional vapor barrier, increasing the project cost \$2,200. Both parties agree to these changes. Staff recommends approval of the addendum with Monster Cote. Funding is through the Banneker Community Center's Non-Reverting Fund; total cost of project is not to exceed \$7,400.

Board Comments: *Les Coyne* inquired if there was a warranty on the work. Cory Hawkins responded, there was a warranty, but if the additional moister barrier is not applied the manufacturer of the epoxy will void the warranty.

Ellen Rodkey made a motion to approve the addendum Monster Cote. *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 4-0

C-10 Review/Approval of Contract The Stables Events (Izzy's Rental)

Dee Tuttle, Sports Facility/Program Manger COVID-19 protocols limits the amount of time individuals are allowed in the lobby at Frank Southern Center. To help maintain these numbers and assisting in minimizing the lines for restrooms, the department wishes to provide a port-a-let. Staff recommends approval of the contract with The Stables Events (Izzy's Rentals) in an amount not to exceed \$1,000. Funding for this service is through Frank Southern Center's General Fund.

Ellen Rodkey made a motion to approve the contract with Stables events (Izzy's Rental). *Les Coyne* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Vote taken: motion unanimously carried 4-0.

C-11 Review of 2021 Price Schedule.

Becky Higgins presented Recreation Division proposed price changes for 2021

April Saturdays Farmers' Market Reserved Spaces

- Increased large space fee from \$72 (\$18/day) to \$84 (\$21/day)
- Increased large space fee senior or youth from \$48 (\$12/day) to \$60 (\$15/day)
- Increased small space fee from \$40 (\$10/day) to \$52 (\$13/day)
- Increased small space fee senior or youth from \$28 (\$7/day) to \$40 (\$10/day)

April Saturdays Farmers' Market Unreserved Spaces (per day)

- Increased large space fee from \$18 to \$21
- Increased large space fee senior or youth from \$12 to \$15
- Increased small space fee from \$10 to \$13
- Increased small space fee senior or youth from \$7 to \$10

November Farmers' Market Reserved Spaces

- Increased large space fee from \$54 (\$18/day) to \$63 (\$21/day)
- Increased large space fee senior or youth from \$36 (\$12/day) to \$45 (\$15/day)
- Increased small space fee from \$30 (\$10/day) to \$39 (\$13/day)
- Increased small space fee senior or youth from \$21 (\$7/day) to \$30 (\$10/day)

November Farmers' Market Unreserved Spaces (per day)

- Increased large space fee from \$18 to \$21
- Increased large space fee senior or youth from \$12 to \$15
- Increased small space fee from \$10 to \$13
- Increased small space fee senior or youth from \$7 to \$10

Saturdays Farmers' Market Reserved Spaces

- Increased large space fee from \$468 to \$567
- Increased large space fee senior or youth from \$312 to \$405
- Increased small space fee from \$260 to \$357
- Increased small space fee senior or youth from \$182 to \$270

Saturdays Farmers' Market Unreserved Spaces (per day)

- Increased large space fee from \$18 to \$21
- Increased large space fee senior or youth from \$12 to \$15
- Increased small space fee from \$10 to \$13
- Increased small space fee senior or youth from \$7 to \$10

Weekday Farmers' Market Reserved Spaces

- Increased space from \$180 (\$10/day) to \$216 (\$12/day)
- Increased senior or youth space from \$126.00 (\$7/day) to \$180 (\$10/day)

Weekday Farmers' Market Unreserved Spaces (per day)

- Increase unreserved space from \$10 to \$12
- Increased unreserved senior or youth space from \$7 to \$10

Gardens

- Increased Willie Streeter Gardens - large plots from \$73 to \$75 In City / from \$85 to \$87 Out of City
- Increased Willie Streeter Gardens - small plots from \$37 to \$40 In City / from \$44 to \$47 Out of City.
- Increased Willie Streeter Gardens - raised beds from \$37 to \$40 In City / from \$44 to \$47 Out of City.
- Addition to Willie Streeter Gardens - Supplemental Service \$25-\$75
- Increased Rev. Butler Park Gardens - large plots from \$51 to \$53 In City / from \$59 to \$62 Out of City
- Increased Rev. Butler Park Gardens - small plots from \$37 to \$40 In City / from \$44 to \$47 Out of City.
- Increased Rev. Butler Park Gardens - raised beds from \$37 to \$40 In City / from \$44 to \$47 Out of City.
- Addition to Rev. Butler Park Gardens - Supplemental Service \$25-\$75
- Increased Switchyard Park Gardens – raised beds from \$37 to \$40 In City / from \$44 to \$47 Out of City
- Addition to Switchyard Park Gardens - Supplemental Service \$25-\$75

Waldron, Hill, and Buskirk Park Stage Rental

- Addition - rehearsal fee \$25/hour

A Fair of the Arts

- Increased booth space from \$60 to a range of \$37-\$70

Switchyard Park

Pavilion

- Changed daily rental from \$60 per hour to \$250 per 4-hour time block
- Changed weekend and holiday rental from \$75 per hour to \$300 per 4-hour time block
- Increased projector rental from \$25 to \$50

Main Stage and Performance Lawn

- Addition - hourly practice use \$50 per hour

Board Comments: *Les Coyne stated the Farmers' Market fees were reasonable, if not too low. Becky Higgins responded, the Markets' next five year plan projects gradually increasing fees. Ellen Rodkey inquired on the cost recovery of the Market. Becky Higgins responded, currently anticipate a 67% cost recovery with the 2021 price fees, three years ago 100% of the cost recovery was met. Ellen Rodkey commented, the Switchyard Park will probably continue to undergo changes as it is a new facility. Israel Herrera inquired, if the Switchyard Pavilion could only be rented in a four hour time block. Becky Higgins responded, the Pavilion could be rented by the day (eight hours), or rented by a four hour time block. The setup and teardown is included in these time blocks. Israel Herrera inquired, if the projector fee was a flat fee or a per hour fee. Becky Higgins responded, the projectors fee is a flat per day fee.*

Paula McDevitt, Director present Sports Division price changes for 2021

Cascades Golf Course

- Increase Cascades Special – 18 Holes & Cart from \$30 to \$35
- Increase green fees from \$20 to \$22
- Increase green fees – 9 holes from \$13 to \$15
- Increase twilight green fees from \$15 to \$17
- Increase adult season pass from \$525 to \$550 In City / from \$565 to \$590 Out of City
- Increase spouse season pass from \$200 to \$220 In City / from \$240 to \$250 Out of City
- Increase family season pass from \$725 to \$800 In City / from \$840 to \$900 Out of City
- Increase senior season pass from \$480 to \$500 In City / from \$515 to \$540 Out of City
- Increase senior spouse pass from \$200 to \$220 In City / from \$240 to \$250 Out of City
- Increase junior season pass from \$200 to \$220 In City / from \$230 to \$250 Out of City
- Increase student (over 18) from \$375 to \$400 In City / from \$400 to \$425 Out of City
- Increase 9-hole/10 play pass from \$120 to \$130
- Increase 18-hole/10 play pass from \$165 to \$175
- Increase student green fee from \$15 to \$17
- Increase family day green fee (Sunday after 3pm 1 adult and 1 child (under 15 years of age plays free) from \$13 to \$15

Board Comments: *Les Coyne requested an In City and Out of City fee study be completed.*

Eric Schedler made the following comment through Facebook chat: You mentioned a five year plan to rebuild the Farmers' Market. I sincerely hope the rebuilding plan the strong desire on the part of many in the community to see an end to a white supremacies present at the Market. These concerns won't go away, and be forgotten with time. While the Market continues to work for some vendors and some customers, it won't work for the whole community without major changes.

Kathleen Mills thanked Eric Shedler for his comments.

D Reports

D-1 Operation Division – Griffy Lake Aquatic Vegetation Management Update

Steve Cotter, Natural Resource Manager presented the Griffy Lake Aquatic Vegetation Management Update.

LARE Review

State funds received from boat registration fees

Administered by IDNR/DFW/Lake & River Enhancement Program (LARE)

Funding for control of invasive aquatic plants, sampling, and plan update

- Traditional grant requires 20% sponsor match (Bloomington receives this level for Invasive species control at Griffy Lake)
- Maintenance grants require 50% sponsor match
- Received \$11,600 for treatment of EWM and AVMP update this year

Aquatic Plant Ecology Review

Most aquatic plants occur naturally in lakes

- Sunlight
- Proper Substrate
- Nutrients

Most aquatic plants are beneficial to your lake

- Reduce erosion
- Cover for fish and invertebrates
- Improve water quality/clarity
- Food for waterfowl

Some species can lead to nuisance conditions or create ecological problems

Eurasian watermilfoil (EWM) *Myriophyllum spicatum*

Invasive non-native submersed plant

Competes with native species for space and light

- Grows up to 13.5 inches per day

Spreads through fragmentation

Can be detrimental to ecosystem

- No value as food source
- Out-compete native vegetation
- Decreases forage space of predatory fish (musky, LMB)

Griffy Lake Plant Management History

Milfoil weevils stocked in early 2000's

Brazilian elodea eradication treatments 2006 & 2007

- Signage posted at ramp
- Education effort

Curlyleaf pondweed treatments in 2008

Eurasian watermilfoil treatments in 2009

Dredging and lake lowering 2010

- No EWM treatments 2010-2015
- EWM treatments resumed 2016-present
 - Limited to use of Navigate granular 2,4-D
 - 2019: First use of Pro cellaCOR, reduced herbicide application 99.7% (by weight)

2020 activities

Spring Survey (May 26)

- 8.92 acres EWM (61% reduction from 2019)
- Permit approved us of ProcellaCOR
 - EPA reduced risk classification
 - Greatly reduced application rates and amount of product
 - 76.5 PDU (185 in 2019)
 - 1.9 gallons \$4.6 in 2019)
 - 0.4 lbs. active ingredient (0.96 in 2019)

- 99.9% reduction in active ingredient by weight applied to Griffy Lake in 2 years while using ProcettaCOR (400 lbs. of 2,4-D applied annually on average previously)

Summer Tier 2 survey

- Completed August 3
- No EWM or other invasives collected in point sampling or visually observed
- Coontail was most common native (6%) collected
 - Slender naiad also present at sample points (native diversity improved)
 - American Pondweed, water stargrass, filamentous algae, water willow, hibiscus, pickerelweed, creeping primrose, cattails, arrowhead were all observed visually
- Secchi of 5.5'

Recommended future Actions

Continue with surveys

- Invasive survey spring & summer (potentially LARE funded)
- Summer survey 1 month after treatment
- Tier 2 late summer (potentially LARE funded)
- Spring invasive EWM treatment with selective/systemic EPA approved aquatic herbicide (<20 acres regrowth in 2021)
- Earlier treatment helps selectivity
- Cost/acre will be similar, but acreage should be less than 2020

Continue with public meetings (if safe) and plan updates (potentially LARE funded)

Continue to work to improve shoreline stabilization and watershed improvements (potentially LARE funding available)

Monitor boats entering and leaving lake

Remaining LARE Program Steps

Permit meeting with LARE/permit biologist

- Done virtually this year

Draft Aquatic Vegetation Management Plan due Nov. 15

Submit grant application by Jan 15

Submit permit application by Feb. 1

LARE awards grants in late Feb/early March

Send out bid requests in March

Decide on contractor by late March/early April

Board comments *Kathleen Mills commented, it sounds very positive. Kathleen inquired, what the report was referring to when monitoring the boats was mentioned. Steve responded, they are referring to actually visually inspecting boats and trailers going on and coming off the lake. This could be problematic due to staffing and the number of boats using the lake. This will be including in staff training next spring. Ellen Rodkey commented, she has used the lake, and it is difficult to paddle through the weeds. Steve cotter responded, the weeds can prevent people using the lake for recreation. It is better for the native species in the lake, and for recreational users to get the weeds under control.*

D-2 Recreation Division – Banneker Community Center Summer Program

D-3 Operations Division – None

D-4 Administration Division – None

Paula McDevitt, Director thanked Steve for the report and great work done at Griffy Lake Nature Preserve.

On October 21, 2020 CFC Properties and Duke Energy Foundation will be recognizing Twin Lakes Sports Park. The department was a recipient of a \$5,000 donation from CFC Properties and a \$5,000 grant from the Duke Energy Foundation. The funds were to rehab the landscaping in the mediums by the facility. Both parties were the original donors when the sport park opened.

The next Board of Park Commissioners meeting will be held on Tuesday, November 17, 2020.

ADJOURNMENT

Meeting adjourned at 5:32 p.m.

Respectfully Submitted,

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

Kim Clapp

Secretary Board of Park Commissioners



Park & Rec Board Register

Invoice Date Range 10/13/20 - 10/30/20

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 53170 - Mgt. Fee, Consultants, and Workshops										
7454 - The Troyer Group, INC	14522	18-Parks Master Plan Consulting Contract	Paid by EFT # 38015		10/20/2020	10/20/2020	10/30/2020		10/30/2020	9,882.50
7454 - The Troyer Group, INC	15340	18-Parks Master Plan Consulting Contract	Paid by EFT # 38015		10/20/2020	10/20/2020	10/30/2020		10/30/2020	10,152.50
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals									Invoice Transactions 2	\$20,035.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810		10/19/2020	10/19/2020	10/19/2020		10/23/2020	29.24
1079 - AT&T	8494948551020	18- September October Long Distance	Paid by Check # 72806		10/19/2020	10/19/2020	10/19/2020		10/23/2020	25.40
1079 - AT&T	81234937001020	18- October Landlines Charges	Paid by Check # 72805		10/19/2020	10/19/2020	10/19/2020		10/23/2020	2,143.36
Account 53210 - Telephone Totals									Invoice Transactions 3	\$2,198.00
Account 53320 - Advertising										
6100 - Boxwood Technology, INC	3599019	18- NRPA Operations Director Job Posting	Paid by EFT # 37838		10/20/2020	10/20/2020	10/30/2020		10/30/2020	99.50
Account 53320 - Advertising Totals									Invoice Transactions 1	\$99.50
Account 53410 - Liability / Casualty Premiums										
1847 - Hylant of Indianapolis, LLC	261293	10-Workers Comp-Excess	Paid by EFT # 37783		10/14/2020	10/14/2020	10/14/2020		10/14/2020	636.58
Account 53410 - Liability / Casualty Premiums Totals									Invoice Transactions 1	\$636.58
Program 181000 - Administration Totals									Invoice Transactions 7	\$22,969.08
Program 181100 - Marketing										
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	1761815	18- Ink for plotter printer, markers, hole	Paid by EFT # 37967		10/20/2020	10/20/2020	10/30/2020		10/30/2020	278.81
5099 - Office Three Sixty, INC	1761815B1	18- Ink for plotter printer	Paid by EFT # 37967		10/20/2020	10/20/2020	10/30/2020		10/30/2020	71.68
5099 - Office Three Sixty, INC	1761815B2	18- Ink for plotter printer	Paid by EFT # 37967		10/20/2020	10/20/2020	10/30/2020		10/30/2020	73.57
5099 - Office Three Sixty, INC	1761815B3	18- Ink for plotter printer	Paid by EFT # 37967		10/20/2020	10/20/2020	10/30/2020		10/30/2020	71.39
Account 52420 - Other Supplies Totals									Invoice Transactions 4	\$495.45
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810		10/19/2020	10/19/2020	10/19/2020		10/23/2020	40.81
Account 53210 - Telephone Totals									Invoice Transactions 1	\$40.81



Park & Rec Board Register

Invoice Date Range 10/13/20 - 10/30/20

Account 53220 - Postage

933 - United States Postal Service	October 2020	18-Parks bulk mail permit renewal	Paid by Check # 72863	10/20/2020	10/20/2020	10/30/2020	10/30/2020	240.00
933 - United States Postal Service	October 15, 2020	18-deposit for Bulk Mail Permit #302	Paid by Check # 72862	10/20/2020	10/20/2020	10/30/2020	10/30/2020	25,000.00

Account 53220 - Postage Totals	Invoice Transactions 2	\$25,240.00
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Account 53310 - Printing

54546 - Charles Y Coghlan, DMD (Office Easel)	102106A	18-Parks decal	Paid by EFT # 37853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	10.00
818 - Everywhere Signs, LLC	57147	18-Switchyard Park large and small dog	Paid by EFT # 37882	10/20/2020	10/20/2020	10/30/2020	10/30/2020	90.00
6775 - Lincoln Printing Corporation (The Jackson Group)	62694	18-Fall/Winter 2020 Program Guide	Paid by EFT # 37937	10/20/2020	10/20/2020	10/30/2020	10/30/2020	13,800.00
53125 - Mr. Copy, INC	34878	18-October Kids Kraze	Paid by EFT # 37958	10/20/2020	10/20/2020	10/30/2020	10/30/2020	38.52
53125 - Mr. Copy, INC	34879	18-October Kids Kraze for The Project	Paid by EFT # 37958	10/20/2020	10/20/2020	10/30/2020	10/30/2020	59.18

Account 53310 - Printing Totals	Invoice Transactions 5	\$13,997.70
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Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149956_93020	18-Sept display ads and classifieds	Paid by EFT # 37889	10/20/2020	10/20/2020	10/30/2020	10/30/2020	850.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-1200998541	18-Kid City Recess 60 sec spots on WGCL	Paid by EFT # 37983	10/20/2020	10/20/2020	10/30/2020	10/30/2020	204.90
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-1200998426	18-August employment 60 sec	Paid by EFT # 37983	10/20/2020	10/20/2020	10/30/2020	10/30/2020	72.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-1200998412	18-August employment 60 sec	Paid by EFT # 37983	10/20/2020	10/20/2020	10/30/2020	10/30/2020	75.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-1200998432	18-August employment 60 sec	Paid by EFT # 37983	10/20/2020	10/20/2020	10/30/2020	10/30/2020	24.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-1200998608	18-Kid City Recess 60 sec spots on 96.1	Paid by EFT # 37983	10/20/2020	10/20/2020	10/30/2020	10/30/2020	120.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-1200998645	18-Kid City Recess 60 sec spots on WTTS	Paid by EFT # 37983	10/20/2020	10/20/2020	10/30/2020	10/30/2020	175.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1200931483	18-Sept. radio spots employment & Kid	Paid by EFT # 37994	10/20/2020	10/20/2020	10/30/2020	10/30/2020	600.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1200931413	18-Kid City Recess and fall recruiting on	Paid by EFT # 37994	10/20/2020	10/20/2020	10/30/2020	10/30/2020	1,194.00

Account 53320 - Advertising Totals	Invoice Transactions 9	\$3,314.90
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Program 181100 - Marketing Totals	Invoice Transactions 21	\$43,088.86
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Program 182001 - Aquatics - Bryan Pool

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287297421132-920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	29.24
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Account 53210 - Telephone Totals	Invoice Transactions 1	\$29.24
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Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	14187-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	271.76
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$271.76

Account 53540 - Natural Gas

222 - Vectren	025075516610 1320	18-Natural Gas Sept Mills	Paid by Check # 72839	10/19/2020	10/19/2020	10/19/2020	10/23/2020	46.00
Account 53540 - Natural Gas Totals							Invoice Transactions 1	\$46.00
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 3	\$347.00

Program 182002 - Aquatics - Mills Pool

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287297421132- 920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	82.15
Account 53210 - Telephone Totals							Invoice Transactions 1	\$82.15

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	14187-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	87.41
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$87.41

Account 53540 - Natural Gas

222 - Vectren	505240848910 0820	18-Natural Gas Mills Pool September	Paid by Check # 72799	10/14/2020	10/14/2020	10/14/2020	10/14/2020	46.00
Account 53540 - Natural Gas Totals							Invoice Transactions 1	\$46.00
Program 182002 - Aquatics - Mills Pool Totals							Invoice Transactions 3	\$215.56

Program 182500 - Frank Southern Center

Account 52210 - Institutional Supplies

51857 - Flex-Pac, INC	I286989	18 FSC Instiutional Supplies	Paid by Check # 72849	10/20/2020	10/20/2020	10/30/2020	10/30/2020	735.93
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1	\$735.93

Account 52230 - Garage and Motor Supplies

4283 - Accurate Cutting Technologies, INC	56177	18 FSC two new zam blades to replace	Paid by EFT # 37809	10/20/2020	10/20/2020	10/30/2020	10/30/2020	585.00
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 1	\$585.00

Account 52340 - Other Repairs and Maintenance

337 - Stansifer Radio Co, INC	35744	18-FSC Audio Cable	Paid by EFT # 38001	10/20/2020	10/20/2020	10/30/2020	10/30/2020	56.85
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1	\$56.85

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	655729	18 FSC Chains and eye-hooks	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	20.75
394 - Kleindorfer Hardware & Variety	655593	18 FSC Misc Hardware for Rink	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	21.27



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53005 - Menards, INC	58036	18 FSC Hardware to put up chain barriers	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	15.99
53005 - Menards, INC	57974	18 FSC Hardware to put up chain barriers	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	15.99
53005 - Menards, INC	58040	18-FSC Hardware to put up chain barriers	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	79.93
5819 - Synchrony Bank	456334889986	18 - FSC Sandwich Board for signage	Paid by EFT # 38006	10/20/2020	10/20/2020	10/30/2020	10/30/2020	99.99
5819 - Synchrony Bank	946987383463	18-FSC Cart for skates	Paid by EFT # 38006	10/20/2020	10/20/2020	10/30/2020	10/30/2020	245.26
			Account 52420 - Other Supplies Totals	Invoice Transactions 7				\$499.18
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	681.77
			Account 53530 - Water and Sewer Totals	Invoice Transactions 1				\$681.77
Account 53540 - Natural Gas								
222 - Vectren	025057322810 1320	18-Natural Gas Sept FSC	Paid by Check # 72839	10/19/2020	10/19/2020	10/19/2020	10/23/2020	457.57
			Account 53540 - Natural Gas Totals	Invoice Transactions 1				\$457.57
Account 53630 - Machinery and Equipment Repairs								
4902 - DEEM, LLC	954153	18 FSC Repair to Call Out System	Paid by EFT # 37868	10/20/2020	10/20/2020	10/30/2020	10/30/2020	740.80
4902 - DEEM, LLC	958804	18 FSC Sep 28, 2020 repairs to condensers	Paid by EFT # 37868	10/20/2020	10/20/2020	10/30/2020	10/30/2020	528.40
4902 - DEEM, LLC	958932	18 FSC Annual Compressor Start Up	Paid by EFT # 37868	10/20/2020	10/20/2020	10/30/2020	10/30/2020	5,405.48
			Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 3				\$6,674.68
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	119054845210 1320	18-Cable Service FSC	Paid by Check # 72820	10/19/2020	10/19/2020	10/19/2020	10/23/2020	113.98
4170 - Comcast Cable Communications, INC	119054845209 1320	18-Cable Service FSC	Paid by Check # 72820	10/19/2020	10/19/2020	10/19/2020	10/23/2020	100.76
			Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2				\$214.74
Account 53920 - Laundry and Other Sanitation Services								
6279 - Destiny Easton (I Shine Cleaning, LLC)	4673	18 - FSC Bi weekly Bathroom cleaning	Paid by EFT # 37873	10/20/2020	10/20/2020	10/30/2020	10/30/2020	60.00
53657 - Plymate, INC	2961689	18 - FSC Rug/Rink Rug Cleaning Service	Paid by EFT # 37971	10/20/2020	10/20/2020	10/30/2020	10/30/2020	72.41
			Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2				\$132.41
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002624384	18-Landfill November Charges FSC	Paid by EFT # 37975	10/20/2020	10/20/2020	10/30/2020	10/30/2020	117.60
			Account 53950 - Landfill Totals	Invoice Transactions 1				\$117.60



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Program 182500 - Frank Southern Center Totals				Invoice Transactions 20				\$10,155.73
Program 183500 - Golf Services								
Account 43260 - Equipment Rentals								
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	2,720.51
Account 43260 - Equipment Rentals Totals				Invoice Transactions 1				\$2,720.51
Account 43380 - Other Services								
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	1,287.58
Account 43380 - Other Services Totals				Invoice Transactions 1				\$1,287.58
Account 47110 - Miscellaneous								
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	9.44
Account 47110 - Miscellaneous Totals				Invoice Transactions 1				\$9.44
Account 52240 - Fuel and Oil								
14129 - C & S, INC	3081	18 - Fuel	Paid by EFT # 37845	10/20/2020	10/20/2020	10/30/2020	10/30/2020	1,540.40
Account 52240 - Fuel and Oil Totals				Invoice Transactions 1				\$1,540.40
Account 52420 - Other Supplies								
53005 - Menards, INC	57243	18-aloe hand sanitizer	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	24.86
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$24.86
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	52.91
Account 53210 - Telephone Totals				Invoice Transactions 1				\$52.91
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	12,537.78
208 - City Of Bloomington Utilities	14187-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	2,262.37
Account 53530 - Water and Sewer Totals				Invoice Transactions 2				\$14,800.15
Account 53540 - Natural Gas								
222 - Vectren	115462551310 0720	18-Natural Gas Cascades September	Paid by Check # 72799	10/14/2020	10/14/2020	10/14/2020	10/14/2020	25.39
Account 53540 - Natural Gas Totals				Invoice Transactions 1				\$25.39
Account 53730 - Machinery and Equipment Rental								
3958 - Kenney Outdoor Solutions, Corp	T00150	18 - Procore aerifier	Paid by EFT # 37926	10/20/2020	10/20/2020	10/30/2020	10/30/2020	1,707.50
Account 53730 - Machinery and Equipment Rental Totals				Invoice Transactions 1				\$1,707.50
Account 53910 - Dues and Subscriptions								



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4170 - Comcast Cable Communications, INC	1190943794 1020	18-Cable Service Cascades Golf	Paid by Check # 72821	10/19/2020	10/19/2020	10/19/2020	10/23/2020	214.79
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1	<u>\$214.79</u>
Account 53950 - Landfill								
2260 - Republic Services, INC	0694- 002623607	18-Landfill November Charges Cascades	Paid by EFT # 37975	10/20/2020	10/20/2020	10/30/2020	10/30/2020	234.00
Account 53950 - Landfill Totals							Invoice Transactions 1	<u>\$234.00</u>
Program 183500 - Golf Services Totals							Invoice Transactions 12	<u>\$22,617.53</u>
Program 184000 - Natural Resources								
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	672532	18-pik sticks, gloves	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	25.97
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1	<u>\$25.97</u>
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	661394	18-Natural Resources Program Supplies	Paid by EFT # 37833	10/20/2020	10/20/2020	10/30/2020	10/30/2020	2.45
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>\$2.45</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132- 920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	70.05
Account 53210 - Telephone Totals							Invoice Transactions 1	<u>\$70.05</u>
Account 53920 - Laundry and Other Sanitation Services								
4175 - The Stables Events, LLC (Izzy's Rentals)	11504	18-Wapehani & Griffy Restroom Service	Paid by EFT # 38014	10/20/2020	10/20/2020	10/30/2020	10/30/2020	380.00
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 1	<u>\$380.00</u>
Program 184000 - Natural Resources Totals							Invoice Transactions 4	<u>\$478.47</u>
Program 186500 - Community Events								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	9938	18 - Batteries, Clorox wipes	Paid by Check # 72860	10/20/2020	10/20/2020	10/30/2020	10/30/2020	30.96
Account 52420 - Other Supplies Totals							Invoice Transactions 1	<u>\$30.96</u>
Account 53990 - Other Services and Charges								
6631 - Tony Brewer	Oct 16-17, 2020	18- Writing Eulogies on Demand for two	Paid by EFT # 37840	10/20/2020	10/20/2020	10/30/2020	10/30/2020	300.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	<u>\$300.00</u>
Program 186500 - Community Events Totals							Invoice Transactions 2	<u>\$330.96</u>
Program 186503 - Community Events-Farmers' Market								
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	82116-001 103020	18-Water Sewer Charges Sept FM	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	10.79
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	<u>\$10.79</u>



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Program 186503 - Community Events-Farmers' Market Totals				Invoice Transactions 1		\$10.79		
Program 187001 - Adult Sports-Softball								
Account 52230 - Garage and Motor Supplies								
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL14497	18 TLSP part for Kubota	Paid by EFT # 37979	10/20/2020	10/20/2020	10/30/2020	10/30/2020	280.16
Account 52230 - Garage and Motor Supplies Totals				Invoice Transactions 1				\$280.16
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	673647	18 TLSP six padlocks	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	64.74
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$64.74
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	47.34
Account 53210 - Telephone Totals				Invoice Transactions 1				\$47.34
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	24.93
208 - City Of Bloomington Utilities	14187-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	1,462.54
Account 53530 - Water and Sewer Totals				Invoice Transactions 2				\$1,487.47
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002624395	18-Landfill November Charges TLSP	Paid by EFT # 37975	10/20/2020	10/20/2020	10/30/2020	10/30/2020	225.00
Account 53950 - Landfill Totals				Invoice Transactions 1				\$225.00
Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 6				\$2,104.71
Program 187202 - Youth Sports-Winslow								
Account 43220 - Facility Rentals								
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	111.28
Account 43220 - Facility Rentals Totals				Invoice Transactions 1				\$111.28
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	1,008.78
208 - City Of Bloomington Utilities	41337-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	771.66
Account 53530 - Water and Sewer Totals				Invoice Transactions 2				\$1,780.44
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002613425	18-Landfill October Charges Winslow	Paid by EFT # 37805	10/19/2020	10/19/2020	10/19/2020	10/23/2020	182.53
Account 53950 - Landfill Totals				Invoice Transactions 1				\$182.53
Program 187202 - Youth Sports-Winslow Totals				Invoice Transactions 4				\$2,074.25



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Program 187208 - Youth Sports-Olcott

Account 43220 - Facility Rentals

204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	29.35
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	\$29.35

Account 52220 - Agricultural Supplies

53038 - Mid America Sales Associates	422652-00	18 - Olcott JC Football Field Paint	Paid by EFT # 37948	10/20/2020	10/20/2020	10/30/2020	10/30/2020	540.00
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1	\$540.00

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	14187-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	2,274.25
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$2,274.25
Program 187208 - Youth Sports-Olcott Totals							Invoice Transactions 3	\$2,843.60

Program 187500 - Banneker

Account 52420 - Other Supplies

4647 - S&S Worldwide, INC	IN100610835	18-BBCC-Activity Box Supplies	Paid by EFT # 37981	10/20/2020	10/20/2020	10/30/2020	10/30/2020	101.07
4647 - S&S Worldwide, INC	IN100611130	18-BBCC-Activity Box Supplies	Paid by EFT # 37981	10/20/2020	10/20/2020	10/30/2020	10/30/2020	361.05
Account 52420 - Other Supplies Totals							Invoice Transactions 2	\$462.12

Account 53140 - Exterminator Services

4073 - Terminix International	400745863	18-BBCC-IPM	Paid by Check # 72861	10/20/2020	10/20/2020	10/30/2020	10/30/2020	50.00
Account 53140 - Exterminator Services Totals							Invoice Transactions 1	\$50.00

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	101.85
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$101.85

Account 53540 - Natural Gas

222 - Vectren	035074500610 0720	18-Natural Gas Banneker September	Paid by Check # 72799	10/14/2020	10/14/2020	10/14/2020	10/14/2020	52.57
Account 53540 - Natural Gas Totals							Invoice Transactions 1	\$52.57
Program 187500 - Banneker Totals							Invoice Transactions 5	\$666.54

Program 188001 - Inclusive Recreation

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287297421132-920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	23.67
Account 53210 - Telephone Totals							Invoice Transactions 1	\$23.67
Program 188001 - Inclusive Recreation Totals							Invoice Transactions 1	\$23.67

Program 189000 - Operations



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Account 52210 - Institutional Supplies

313 - Fastenal Company	INBLM220992	18-Custodial supplies for shelters/restrooms	Paid by EFT # 37884	10/20/2020	10/20/2020	10/30/2020	10/30/2020	547.82
313 - Fastenal Company	INBLM220917	18-gloves	Paid by EFT # 37884	10/20/2020	10/20/2020	10/30/2020	10/30/2020	18.48
9269 - Ferguson Facilities Supply, HP Products #3400	0211865	18-gloves, toilet tissue	Paid by EFT # 37885	10/20/2020	10/20/2020	10/30/2020	10/30/2020	151.78

Account 52210 - Institutional Supplies Totals

Invoice Transactions 3

\$718.08

Account 52230 - Garage and Motor Supplies

394 - Kleindorfer Hardware & Variety	672944	18-motor oil, plug adapter	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	17.27
394 - Kleindorfer Hardware & Variety	675463	18-O rings, gaskets	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	16.32
394 - Kleindorfer Hardware & Variety	655799	18-oil for Fox's crew	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	4.19

Account 52230 - Garage and Motor Supplies Totals

Invoice Transactions 3

\$37.78

Account 52310 - Building Materials and Supplies

394 - Kleindorfer Hardware & Variety	655599	18-supplies for truck 808	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	146.98
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Account 52310 - Building Materials and Supplies Totals

Invoice Transactions 1

\$146.98

Account 52340 - Other Repairs and Maintenance

5415 - Allied Wholesale Electrical Supply, LLC	5581573	18-8 foot lamps	Paid by EFT # 37815	10/20/2020	10/20/2020	10/30/2020	10/30/2020	63.76
5415 - Allied Wholesale Electrical Supply, LLC	5597506	18-for repairs at Miller Showers Park	Paid by EFT # 37815	10/20/2020	10/20/2020	10/30/2020	10/30/2020	13.94
394 - Kleindorfer Hardware & Variety	672935	18-spray paint	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	19.47
394 - Kleindorfer Hardware & Variety	675484	18-shut off valve & misc parts for	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	38.74
394 - Kleindorfer Hardware & Variety	675996	18-Fernco, tubing	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	6.78
394 - Kleindorfer Hardware & Variety	675983	18- LAND fencing for tree cages	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	2,000.00
394 - Kleindorfer Hardware & Variety	653334	18-supplies for winter blowout	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	25.79
394 - Kleindorfer Hardware & Variety	675290	18-wood stain, brushes	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	10.26
394 - Kleindorfer Hardware & Variety	675331	18-pin punch, pin to fix door opener at SYP	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	7.94
53005 - Menards, INC	58069	18-antifreeze for winterization of parks	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	75.24
4443 - The Sherwin Williams Company	2778-1	18-paint and supplies	Paid by EFT # 38013	10/20/2020	10/20/2020	10/30/2020	10/30/2020	225.03

Account 52340 - Other Repairs and Maintenance Totals

Invoice Transactions 11

\$2,486.95



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Account 52420 - Other Supplies

313 - Fastenal Company	INBLM220887	18-batteries, duct tape, paint	Paid by EFT # 37884	10/20/2020	10/20/2020	10/30/2020	10/30/2020	115.25
394 - Kleindorfer Hardware & Variety	655513	18-tiki torch fuel	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	23.97
394 - Kleindorfer Hardware & Variety	653077	18-1 bag cable ties	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	9.49
394 - Kleindorfer Hardware & Variety	655523	18-marking paint	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	13.50
394 - Kleindorfer Hardware & Variety	655525	18-marking paint	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	18.00
394 - Kleindorfer Hardware & Variety	675285	18-marking paint	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	9.00
52948 - Mays Greenhouse, LLC	28883	18-(2) heavy duty (recycled plastic)	Paid by EFT # 37944	10/20/2020	10/20/2020	10/30/2020	10/30/2020	550.98
53005 - Menards, INC	57592	18-trailer plug, electrical tape	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	21.98
15901 - Michigan Playgrounds, LLC (Midstates Recreation)	SINV-02365	18-Replacement Bounce Button for 3rd	Paid by EFT # 37947	10/20/2020	10/20/2020	10/30/2020	10/30/2020	617.00
90 - Service Supply Ltd., INC	22393	18-Replacement bench for B-Link Trail	Paid by EFT # 37985	10/20/2020	10/20/2020	10/30/2020	10/30/2020	1,269.00

Account 52420 - Other Supplies Totals

Invoice Transactions 10

\$2,648.17

Account 53160 - Instruction

53273 - National Recreation & Park Association (NRPA)	101320	18- NRPA Virtual Conference	Paid by EFT # 37960	10/20/2020	10/20/2020	10/30/2020	10/30/2020	295.00
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Account 53160 - Instruction Totals

Invoice Transactions 1

\$295.00

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287297421132-920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	309.34
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Account 53210 - Telephone Totals

Invoice Transactions 1

\$309.34

Account 53510 - Electrical Services

223 - Duke Energy	3240365302101520	18-Electric Charges for September	Paid by Check # 72827	10/19/2020	10/19/2020	10/19/2020	10/23/2020	19.12
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Account 53510 - Electrical Services Totals

Invoice Transactions 1

\$19.12

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	1,182.96
208 - City Of Bloomington Utilities	14187-001103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	2,652.53
208 - City Of Bloomington Utilities	39530-002103020	18-Water/Sewer	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	98.67

Account 53530 - Water and Sewer Totals

Invoice Transactions 3

\$3,934.16

Account 53540 - Natural Gas



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222 - Vectren	025240973210 0520	18-Natural Gas Ops September Charges	Paid by Check # 72799	10/14/2020	10/14/2020	10/14/2020	10/14/2020	20.78
Account 53540 - Natural Gas Totals				Invoice Transactions 1				<u>\$20.78</u>
Account 53650 - Other Repairs								
3594 - Steve G Wright (Steve's Welding)	379616	18-Welding repairs to seat on shadebench @	Paid by Check # 72864	10/20/2020	10/20/2020	10/30/2020	10/30/2020	148.50
Account 53650 - Other Repairs Totals				Invoice Transactions 1				<u>\$148.50</u>
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1824570571	18-Uniform & mat cleaning services	Paid by EFT # 37821	10/20/2020	10/20/2020	10/30/2020	10/30/2020	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	1824542653	18-Uniform & mat cleaning services	Paid by EFT # 37821	10/20/2020	10/20/2020	10/30/2020	10/30/2020	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	1824551999	18-Uniform & mat cleaning services	Paid by EFT # 37821	10/20/2020	10/20/2020	10/30/2020	10/30/2020	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	001824561244	18-Uniform & mat cleaning services	Paid by EFT # 37821	10/20/2020	10/20/2020	10/30/2020	10/30/2020	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	001824551999	18-Uniform & mat cleaning services	Paid by EFT # 37821	10/20/2020	10/20/2020	10/30/2020	10/30/2020	21.31
4175 - The Stables Events, LLC (Izzy's Rentals)	11503	18-Service only of (6) & service & cleaning	Paid by EFT # 38014	10/20/2020	10/20/2020	10/30/2020	10/30/2020	1,090.00
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 6				<u>\$1,196.55</u>
Account 53950 - Landfill								
2260 - Republic Services, INC	0694- 002613424	18-Landfill September Charges Ops	Paid by EFT # 37805	10/19/2020	10/19/2020	10/19/2020	10/23/2020	812.52
Account 53950 - Landfill Totals				Invoice Transactions 1				<u>\$812.52</u>
Account 53990 - Other Services and Charges								
7437 - Dynasty Contractors LLC(Roof Maxx of Bloomington)	1002	18-Roof Maxx Treatment: Young	Paid by EFT # 37870	10/20/2020	10/20/2020	10/30/2020	10/30/2020	1,350.00
7437 - Dynasty Contractors LLC(Roof Maxx of Bloomington)	1001	18-Roof Maxx Treatment: Bryan Prk	Paid by EFT # 37870	10/20/2020	10/20/2020	10/30/2020	10/30/2020	810.00
5187 - Green Dragon Lawn Care, INC	3578	18-Mowing & Trimming of 30	Paid by EFT # 37896	10/20/2020	10/20/2020	10/30/2020	10/30/2020	9,690.00
5187 - Green Dragon Lawn Care, INC	3577	18-Mowing & Trimming of 30	Paid by EFT # 37896	10/20/2020	10/20/2020	10/30/2020	10/30/2020	9,240.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 4				<u>\$21,090.00</u>
Program 189000 - Operations Totals				Invoice Transactions 47				<u>\$33,863.93</u>
Program 189006 - Switchyard Property								
Account 52420 - Other Supplies								
4574 - John Deere Financial (Rural King)	L16447	18 -SYP black poly step in posts	Paid by Check # 72835	10/19/2020	10/19/2020	10/19/2020	10/23/2020	109.65
19275 - Aqua Pro Pool & Spa Specialists, INC	26766	18 SYP Poolife Alkalinity Plus	Paid by EFT # 37820	10/20/2020	10/20/2020	10/30/2020	10/30/2020	41.99
6582 - Central Supply Company, INC	S100424390.00 1	18 SYP jackel s/f sump cover	Paid by EFT # 37852	10/20/2020	10/20/2020	10/30/2020	10/30/2020	18.69



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394 - Kleindorfer Hardware & Variety	653264	18 SYP Misc Park Cleanup Tools	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	45.96
394 - Kleindorfer Hardware & Variety	653045	18 SYP "Garbage Packer 3000"	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	7.44
53005 - Menards, INC	57896	18 SYP cleaning and plumbing supplies	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	218.82
53005 - Menards, INC	57526	18 SYP cleaning materials for popcorn	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	52.17
53005 - Menards, INC	57103	18 SYP orbit sander and pads for	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	93.97
54255 - Spear Corporation	308036	18 FSC Institutional Supplies	Paid by EFT # 37997	10/20/2020	10/20/2020	10/30/2020	10/30/2020	325.60
			Account 52420 - Other Supplies Totals	Invoice Transactions 9				<hr/> \$914.29
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	40.81
			Account 53210 - Telephone Totals	Invoice Transactions 1				<hr/> \$40.81
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	37123-003103020	18-Water Sewer Charges	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	8,285.04
208 - City Of Bloomington Utilities	200902-00110302	18-Water Sewer Charges Sept Lab	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	322.50
			Account 53530 - Water and Sewer Totals	Invoice Transactions 2				<hr/> \$8,607.54
Account 53540 - Natural Gas								
222 - Vectren	0255189474101320	18-Natural Gas Sept SYP	Paid by Check # 72839	10/19/2020	10/19/2020	10/19/2020	10/23/2020	48.55
222 - Vectren	0256043968101320	18-Natural Gas Sept SYP PAV	Paid by Check # 72839	10/19/2020	10/19/2020	10/19/2020	10/23/2020	70.64
			Account 53540 - Natural Gas Totals	Invoice Transactions 2				<hr/> \$119.19
Account 53920 - Laundry and Other Sanitation Services								
53657 - Plymate, INC	2960050	18 SYP Vestibule Rug Service	Paid by EFT # 37971	10/20/2020	10/20/2020	10/30/2020	10/30/2020	111.33
			Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1				<hr/> \$111.33
			Program 189006 - Switchyard Property Totals	Invoice Transactions 15				<hr/> \$9,793.16
Program 189500 - Landscaping								
Account 52220 - Agricultural Supplies								
6692 - Alligare, LLC	80261	18- herbicide for invasive plant	Paid by EFT # 37816	10/20/2020	10/20/2020	10/30/2020	10/30/2020	874.51
137 - Good Earth, LLC	33944	18-mulch	Paid by EFT # 37892	10/20/2020	10/20/2020	10/30/2020	10/30/2020	18.00
137 - Good Earth, LLC	33912	18-garden blend-ready mix	Paid by EFT # 37892	10/20/2020	10/20/2020	10/30/2020	10/30/2020	84.00
137 - Good Earth, LLC	833	18-1 load of brush dropped	Paid by EFT # 37892	10/20/2020	10/20/2020	10/30/2020	10/30/2020	22.00



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394 - Kleindorfer Hardware & Variety	673779	18-3 bales of straw	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	19.50
52948 - Mays Greenhouse, LLC	28193	18-Mums	Paid by EFT # 37944	10/20/2020	10/20/2020	10/30/2020	10/30/2020	34.38
52948 - Mays Greenhouse, LLC	28164	18-Annuals & perenials for City	Paid by EFT # 37944	10/20/2020	10/20/2020	10/30/2020	10/30/2020	284.77
			Account 52220 - Agricultural Supplies Totals				Invoice Transactions 7	<u>\$1,337.16</u>

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	655585	18-pipe nipple, pipe threat compound	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	12.88
394 - Kleindorfer Hardware & Variety	672825	18-water cooler	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	37.49
394 - Kleindorfer Hardware & Variety	675983	18- LAND fencing for tree cages	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	1,600.00
394 - Kleindorfer Hardware & Variety	672527	18-trimmer line	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	16.99
394 - Kleindorfer Hardware & Variety	675236	18-bundle marking flags	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	7.49
53005 - Menards, INC	57875	18- 2 pair bolt cutters	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	23.98
			Account 52420 - Other Supplies Totals				Invoice Transactions 6	<u>\$1,698.83</u>

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	287297421132- 920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	40.81
			Account 53210 - Telephone Totals				Invoice Transactions 1	<u>\$40.81</u>

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	4159-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	356.31
208 - City Of Bloomington Utilities	14187-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	195.90
208 - City Of Bloomington Utilities	41294-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	129.79
208 - City Of Bloomington Utilities	42122-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	77.01
208 - City Of Bloomington Utilities	200807-003 10302	18-Water Sewer Charges Sept	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	142.18
			Account 53530 - Water and Sewer Totals				Invoice Transactions 5	<u>\$901.19</u>

Account **53950 - Landfill**

10330 - Kevin R Huntley (Green Earth Recycling & Compost)	833	18- LAND Schmalz Farm Park yard waste	Paid by EFT # 37907	10/20/2020	10/20/2020	10/30/2020	10/30/2020	22.00
908 - JB Salvage (Westside Auto Parts)	8363	18- yard waste dumpster at 545	Paid by EFT # 37920	10/20/2020	10/20/2020	10/30/2020	10/30/2020	280.00
			Account 53950 - Landfill Totals				Invoice Transactions 2	<u>\$302.00</u>

Account **53990 - Other Services and Charges**



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121 - Eco Logic, LLC	4608	18- LAND Invasive Species Mgmt at SYP	Paid by EFT # 37874	10/20/2020	10/20/2020	10/30/2020	10/30/2020	2,363.30
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		\$2,363.30
Program 189500 - Landscaping Totals						Invoice Transactions 22		\$6,643.29
Program 189501 - Cemeteries								
Account 52310 - Building Materials and Supplies								
53005 - Menards, INC	58100	18- CEM fence for tree cages	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	391.92
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 1		\$391.92
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	675983	18- LAND fencing for tree cages	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	400.00
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$400.00
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	40.81
Account 53210 - Telephone Totals						Invoice Transactions 1		\$40.81
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	334.67
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$334.67
Account 53540 - Natural Gas								
222 - Vectren	215019055710 0720	18-Natural Gas Rosehill September	Paid by Check # 72799	10/14/2020	10/14/2020	10/14/2020	10/14/2020	18.46
222 - Vectren	215462824910 0720	18-Natural Gas Rosehill September	Paid by Check # 72799	10/14/2020	10/14/2020	10/14/2020	10/14/2020	17.36
Account 53540 - Natural Gas Totals						Invoice Transactions 2		\$35.82
Program 189501 - Cemeteries Totals						Invoice Transactions 6		\$1,203.22
Program 189503 - Urban Forestry								
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	675983	18- LAND fencing for tree cages	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	1,000.00
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 1		\$1,000.00
Account 52420 - Other Supplies								
313 - Fastenal Company	INBLM220945	18 - UF - Fall Protection Harness	Paid by EFT # 37884	10/20/2020	10/20/2020	10/30/2020	10/30/2020	391.03
394 - Kleindorfer Hardware & Variety	674383	18-keys, max king paint	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	12.00
394 - Kleindorfer Hardware & Variety	673919	18-spray bottle, tung oil, alcohol	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	16.97
Account 52420 - Other Supplies Totals						Invoice Transactions 3		\$420.00
Account 53210 - Telephone								



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13969 - AT&T Mobility II, LLC	287297421132-920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	158.53
Account 53210 - Telephone Totals				Invoice Transactions 1			<u>\$158.53</u>	
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	41294-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	156.43
Account 53530 - Water and Sewer Totals				Invoice Transactions 1			<u>\$156.43</u>	
Account 53950 - Landfill 10330 - Kevin R Huntley (Green Earth Recycling & Compost)	834	18 - UF - 8 Loads Greenwaste	Paid by EFT # 37907	10/20/2020	10/20/2020	10/30/2020	10/30/2020	154.00
Account 53950 - Landfill Totals				Invoice Transactions 1			<u>\$154.00</u>	
Account 53990 - Other Services and Charges 3735 - Bluestone, LLC	5637-2	18 - UF - Removal (3200 Browncliff, 24"	Paid by EFT # 37837	10/20/2020	10/20/2020	10/30/2020	10/30/2020	2,838.45
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1			<u>\$2,838.45</u>	
Program 189503 - Urban Forestry Totals				Invoice Transactions 8			<u>\$4,727.41</u>	
Department 18 - Parks & Recreation Totals				Invoice Transactions 190			<u>\$164,157.76</u>	
Fund 200 - Parks and Recreation Gen (S1301) Totals				Invoice Transactions 190			<u>\$164,157.76</u>	
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 181001 - Health & Wellness								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	0276	18 - Public health in parks supplies	Paid by Check # 72860	10/20/2020	10/20/2020	10/30/2020	10/30/2020	8.94
5819 - Synchrony Bank	8551	18 - Public health in parks supplies	Paid by Check # 72860	10/20/2020	10/20/2020	10/30/2020	10/30/2020	54.64
798 - Winters Associates Promotional Products, INC	113474	18 - Park Specialist staff items	Paid by EFT # 38030	10/20/2020	10/20/2020	10/30/2020	10/30/2020	222.69
Account 52420 - Other Supplies Totals				Invoice Transactions 3			<u>\$286.27</u>	
Program 181001 - Health & Wellness Totals				Invoice Transactions 3			<u>\$286.27</u>	
Program 181100 - Marketing								
Account 53310 - Printing								
818 - Everywhere Signs, LLC	57157	18-BLine bench marker for Dave	Paid by EFT # 37882	10/20/2020	10/20/2020	10/30/2020	10/30/2020	75.00
Account 53310 - Printing Totals				Invoice Transactions 1			<u>\$75.00</u>	
Program 181100 - Marketing Totals				Invoice Transactions 1			<u>\$75.00</u>	
Program 182500 - Frank Southern Center								
Account 53310 - Printing								
7242 - Hi-Rise Sign & Lighting LLC	SS-3882	18-physical distance decals for ice arena	Paid by EFT # 37901	10/20/2020	10/20/2020	10/30/2020	10/30/2020	711.25



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53125 - Mr. Copy, INC	34877	18-re-entry to lobby COVID signs for Frank	Paid by EFT # 37958	10/20/2020	10/20/2020	10/30/2020	10/30/2020	23.50
Account 53310 - Printing Totals						Invoice Transactions 2		\$734.75
Program 182500 - Frank Southern Center Totals						Invoice Transactions 2		\$734.75
Program 183500 - Golf Services								
Account 43220 - Facility Rentals								
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	22.78
Account 43220 - Facility Rentals Totals						Invoice Transactions 1		\$22.78
Account 43290 - Concessions								
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	533.95
Account 43290 - Concessions Totals						Invoice Transactions 1		\$533.95
Account 43295 - Concessions FB Tax								
204 - State Of Indiana	Sept 2020	18-September 2020 FB Tax	Paid by EFT # 37807	10/15/2020	10/15/2020	10/15/2020	10/15/2020	3.74
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	26.21
Account 43295 - Concessions FB Tax Totals						Invoice Transactions 2		\$29.95
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	SO876113	18 - Chemicals	Paid by EFT # 37811	10/20/2020	10/20/2020	10/30/2020	10/30/2020	4,720.61
4449 - Shelby Gravel, INC	691929	18 - Top Dressing Sand	Paid by EFT # 37989	10/20/2020	10/20/2020	10/30/2020	10/30/2020	850.30
Account 52220 - Agricultural Supplies Totals						Invoice Transactions 2		\$5,570.91
Account 52330 - Street , Alley, and Sewer Material								
205 - City Of Bloomington	6014386	18 - Monarch	Paid by Check # 72844	10/20/2020	10/20/2020	10/30/2020	10/30/2020	262.25
5969 - Coca Cola Bottling CO. Consolidated	2056205438	18 - Cascades - Bottled Drinks and	Paid by EFT # 37859	10/20/2020	10/20/2020	10/30/2020	10/30/2020	160.75
5819 - Synchrony Bank	1624	18 - Cascades - Snack Bar Items	Paid by Check # 72860	10/20/2020	10/20/2020	10/30/2020	10/30/2020	27.94
5819 - Synchrony Bank	0837 100920	18 - Cascades - Snack Bar Items	Paid by Check # 72860	10/20/2020	10/20/2020	10/30/2020	10/30/2020	80.00
5819 - Synchrony Bank	2821	18 - Cascades - Snack Bar Items	Paid by Check # 72860	10/20/2020	10/20/2020	10/30/2020	10/30/2020	94.52
Account 52330 - Street , Alley, and Sewer Material Totals						Invoice Transactions 5		\$625.46
Program 183500 - Golf Services Totals						Invoice Transactions 11		\$6,783.05
Program 183501 - Golf Course - Pro Shop								
Account 43340 - Pro Shop Sales								
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	899.79



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				Account 43340 - Pro Shop Sales Totals			Invoice Transactions 1	<u>\$899.79</u>
Account 52330 - Street , Alley, and Sewer Material								
4072 - Acushnet Company	909683571	18-pro shop items	Paid by Check # 72841	10/20/2020	10/20/2020	10/30/2020	10/30/2020	128.70
4072 - Acushnet Company	909654743	18-pro shop items	Paid by Check # 72841	10/20/2020	10/20/2020	10/30/2020	10/30/2020	159.93
4072 - Acushnet Company	300288726	18 - Credit Memo	Paid by Check # 72841	10/20/2020	10/20/2020	10/30/2020	10/30/2020	(501.06)
4072 - Acushnet Company	909660393	18-pro shop items	Paid by Check # 72841	10/20/2020	10/20/2020	10/30/2020	10/30/2020	378.57
4072 - Acushnet Company	909323139	18-pro shop items	Paid by Check # 72841	10/20/2020	10/20/2020	10/30/2020	10/30/2020	344.85
651 - Engraving & Stamp Center, INC	36203	18 - Cascades City Tournament Plaques	Paid by EFT # 37879	10/20/2020	10/20/2020	10/30/2020	10/30/2020	84.90
3978 - J & M Golf, INC	0606786-IN	18 - Tees	Paid by EFT # 37916	10/20/2020	10/20/2020	10/30/2020	10/30/2020	87.43
				Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 7	<u>\$683.32</u>
				Program 183501 - Golf Course - Pro Shop Totals			Invoice Transactions 8	<u>\$1,583.11</u>
Program 184000 - Natural Resources								
Account 43260 - Equipment Rentals								
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	479.40
				Account 43260 - Equipment Rentals Totals			Invoice Transactions 1	<u>\$479.40</u>
				Program 184000 - Natural Resources Totals			Invoice Transactions 1	<u>\$479.40</u>
Program 184500 - Youth Services -Juke Box								
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 103020	18-Water Sewer Charges September	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	110.19
				Account 53530 - Water and Sewer Totals			Invoice Transactions 1	<u>\$110.19</u>
Account 53540 - Natural Gas								
222 - Vectren	795353048510 1320	18-Natural Gas Sept AJB	Paid by Check # 72839	10/19/2020	10/19/2020	10/19/2020	10/23/2020	22.11
				Account 53540 - Natural Gas Totals			Invoice Transactions 1	<u>\$22.11</u>
Account 53990 - Other Services and Charges								
1032 - Lake Monroe Sailing Association, INC	5318	18-Lake Monroe Sailing Association	Paid by EFT # 37933	10/20/2020	10/20/2020	10/30/2020	10/30/2020	17,238.00
				Account 53990 - Other Services and Charges Totals			Invoice Transactions 1	<u>\$17,238.00</u>
				Program 184500 - Youth Services -Juke Box Totals			Invoice Transactions 3	<u>\$17,370.30</u>
Program 185000 - Twin Lakes Recreation Center								
Account 43220 - Facility Rentals								
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	2,012.95



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				Account 43220 - Facility Rentals Totals			Invoice Transactions 1	<u>\$2,012.95</u>
Account 52210 - Institutional Supplies								
9269 - Ferguson Facilities Supply, HP Products #3400	0135179-3	18 - TLRC Facility Institutional Supplies	Paid by EFT # 37885	10/20/2020	10/20/2020	10/30/2020	10/30/2020	449.60
9269 - Ferguson Facilities Supply, HP Products #3400	0212039	18 - TLRC Facility Institutional Supplies	Paid by EFT # 37885	10/20/2020	10/20/2020	10/30/2020	10/30/2020	816.86
5819 - Synchrony Bank	7599	18-face mask	Paid by Check # 72860	10/20/2020	10/20/2020	10/30/2020	10/30/2020	8.98
5819 - Synchrony Bank	2270	18-face mask and disinfectant wipes	Paid by Check # 72860	10/20/2020	10/20/2020	10/30/2020	10/30/2020	26.94
				Account 52210 - Institutional Supplies Totals			Invoice Transactions 4	<u>\$1,302.38</u>
Account 52310 - Building Materials and Supplies								
53005 - Menards, INC	58072	18-auto refill water	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	11.64
53005 - Menards, INC	57657	18-TLRC Hardware	Paid by Check # 72853	10/20/2020	10/20/2020	10/30/2020	10/30/2020	29.13
				Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 2	<u>\$40.77</u>
Account 52340 - Other Repairs and Maintenance								
53038 - Mid America Sales Associates	423004-00	18 - TLRC Turf Rubber Crumb Infill	Paid by EFT # 37948	10/20/2020	10/20/2020	10/30/2020	10/30/2020	1,598.98
				Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 1	<u>\$1,598.98</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	39530-002 103020	18-Water/Sewer	Paid by Check # 72816	10/19/2020	10/19/2020	10/19/2020	10/23/2020	626.43
				Account 53530 - Water and Sewer Totals			Invoice Transactions 1	<u>\$626.43</u>
Account 53540 - Natural Gas								
222 - Vectren	025276562310 0520	18-Natural Gas TLRC September Charges	Paid by Check # 72799	10/14/2020	10/14/2020	10/14/2020	10/14/2020	99.87
				Account 53540 - Natural Gas Totals			Invoice Transactions 1	<u>\$99.87</u>
Account 53610 - Building Repairs								
818 - Everywhere Signs, LLC	57075	18 - TLRC Marquee Repairs	Paid by EFT # 37882	10/20/2020	10/20/2020	10/30/2020	10/30/2020	295.00
53657 - Plymate, INC	2961690	18 - TLRC Entry Mat Service	Paid by EFT # 37971	10/20/2020	10/20/2020	10/30/2020	10/30/2020	78.62
				Account 53610 - Building Repairs Totals			Invoice Transactions 2	<u>\$373.62</u>
Account 53650 - Other Repairs								
392 - Koorsen Fire & Security, INC	5246965	18 - TLRC Backflow Inspection	Paid by EFT # 37930	10/20/2020	10/20/2020	10/30/2020	10/30/2020	14.95
				Account 53650 - Other Repairs Totals			Invoice Transactions 1	<u>\$14.95</u>
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002624911	18-Landfill November Charges TLRC	Paid by EFT # 37975	10/20/2020	10/20/2020	10/30/2020	10/30/2020	225.00



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				Account 53950 - Landfill Totals		Invoice Transactions 1		\$225.00
				Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 14		\$6,294.95
Program 185002 - TLRC-Health & Wellness								
Account 52420 - Other Supplies								
2406 - LUMOS Holding US Acquisition, Co (Life Fitness)	6573036	18- Weight Room Equipment padding	Paid by EFT # 37940	10/20/2020	10/20/2020	10/30/2020	10/30/2020	382.83
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$382.83
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	100620	18-TLRC Fitness Specialist	Paid by EFT # 37826	10/20/2020	10/20/2020	10/30/2020	10/30/2020	50.00
7207 - Ayaa Elgoharry	100920	18-TLRC Fitness Specialist	Paid by EFT # 37877	10/20/2020	10/20/2020	10/30/2020	10/30/2020	175.00
5274 - Catherine T Gossett	100820	18-TLRC Fitness Specialist	Paid by EFT # 37894	10/20/2020	10/20/2020	10/30/2020	10/30/2020	125.00
7086 - Rivkah L Moore	100920	18-TLRC Fitness Specialist	Paid by EFT # 37955	10/20/2020	10/20/2020	10/30/2020	10/30/2020	218.75
5007 - Emeline P O'Connor	100820	18-TLRC Fitness Specialist	Paid by EFT # 37965	10/20/2020	10/20/2020	10/30/2020	10/30/2020	93.75
7440 - William Tuttle	100820	18-TLRC Fitness Specialist	Paid by EFT # 38019	10/20/2020	10/20/2020	10/30/2020	10/30/2020	75.00
				Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 6		\$737.50
				Program 185002 - TLRC-Health & Wellness Totals		Invoice Transactions 7		\$1,120.33
Program 185003 - TLRC-Basketball								
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93885	18- TLRC BYB Uniforms for BYB	Paid by EFT # 38008	10/20/2020	10/20/2020	10/30/2020	10/30/2020	2,240.00
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93886	18- TLRC BYB Uniforms for BYB	Paid by EFT # 38008	10/20/2020	10/20/2020	10/30/2020	10/30/2020	534.00
				Account 52430 - Uniforms and Tools Totals		Invoice Transactions 2		\$2,774.00
Account 53940 - Temporary Contractual Employee								
7276 - Kaitlyn Clementi	100720	18-TLRC Fitness Specialist	Paid by EFT # 37858	10/20/2020	10/20/2020	10/30/2020	10/30/2020	31.25
7276 - Kaitlyn Clementi	101320	18-TLRC Fitness Specialist	Paid by EFT # 37858	10/20/2020	10/20/2020	10/30/2020	10/30/2020	195.00
				Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 2		\$226.25
				Program 185003 - TLRC-Basketball Totals		Invoice Transactions 4		\$3,000.25
Program 185006 - TLRC-Concessions								
Account 43290 - Concessions								
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	45.91
				Account 43290 - Concessions Totals		Invoice Transactions 1		\$45.91
Account 43295 - Concessions FB Tax								



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204 - State Of Indiana	Sept 2020	18-September 2020	Paid by EFT #	10/15/2020	10/15/2020	10/15/2020	10/15/2020	.05
		FB Tax	37807					
204 - State Of Indiana	September	18-September 2020	Paid by EFT #	10/15/2020	10/15/2020	10/15/2020	10/15/2020	.39
	2020 S	Sales Tax	37808					
Account 43295 - Concessions FB Tax Totals				Invoice Transactions 2				\$0.44
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO.	6801211667	18 - TLRC	Paid by EFT #	10/20/2020	10/20/2020	10/30/2020	10/30/2020	784.25
Consolidated		Concessions Beverage	37859					
4099 - Gold Medal Products CO.	159738	18 - TLRC Concession	Paid by EFT #	10/20/2020	10/20/2020	10/30/2020	10/30/2020	601.90
		Items	37890					
5819 - Synchrony Bank	8109	18 - TLRC Concession	Paid by Check #	10/20/2020	10/20/2020	10/30/2020	10/30/2020	93.08
		Item Purchase	72860					
5819 - Synchrony Bank	0055	18 - TLRC Concession	Paid by Check #	10/20/2020	10/20/2020	10/30/2020	10/30/2020	173.82
		Item Purchase	72860					
5819 - Synchrony Bank	2269	18 - TLRC Concession	Paid by Check #	10/20/2020	10/20/2020	10/30/2020	10/30/2020	78.00
		Item Purchase	72860					
21145 - Sysco USA III, LLC	238408070	18 - TLRC Concession	Paid by EFT #	10/20/2020	10/20/2020	10/30/2020	10/30/2020	1,166.34
		Item Purchase	38007					
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 6				\$2,897.39
Program 185006 - TLRC-Concessions Totals				Invoice Transactions 9				\$2,943.74
Program 186500 - Community Events								
Account 43270 - Registration Fees								
Julie Dales	2020-00001745	18-Refunds	Paid by Check #	10/20/2020	10/20/2020	10/30/2020	10/30/2020	60.00
			72866					
Sue McCracken	2020-00001743	18-Refunds	Paid by Check #	10/20/2020	10/20/2020	10/30/2020	10/30/2020	60.00
			72868					
Kim Schilke	2020-00001744	18-Refunds	Paid by Check #	10/20/2020	10/20/2020	10/30/2020	10/30/2020	60.00
			72869					
Account 43270 - Registration Fees Totals				Invoice Transactions 3				\$180.00
Account 43370 - Other Sales								
204 - State Of Indiana	September	18-September 2020	Paid by EFT #	10/15/2020	10/15/2020	10/15/2020	10/15/2020	1.76
	2020 S	Sales Tax	37808					
Account 43370 - Other Sales Totals				Invoice Transactions 1				\$1.76
Account 52420 - Other Supplies								
5819 - Synchrony Bank	8552	18- Apple Cider for	Paid by Check #	10/20/2020	10/20/2020	10/30/2020	10/30/2020	29.88
		Dearly Departed	72860					
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$29.88
Account 53160 - Instruction								
53273 - National Recreation & Park Association (NRPA)	101320	18- NRPa Virtual Conference	Paid by EFT #	10/20/2020	10/20/2020	10/30/2020	10/30/2020	885.00
			37960					
Account 53160 - Instruction Totals				Invoice Transactions 1				\$885.00
Account 53210 - Telephone								



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13969 - AT&T Mobility II, LLC	287297421132-920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	23.67
Account 53210 - Telephone Totals				Invoice Transactions 1			\$23.67	
Account 53990 - Other Services and Charges								
2546 - Monroe County Historical Society, INC	10/24/2020	18- Revenue Split from Dearly Departed	Paid by EFT # 37952	10/20/2020	10/20/2020	10/30/2020	10/30/2020	395.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1			\$395.00	
Program 186500 - Community Events Totals				Invoice Transactions 8			\$1,515.31	
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
7504 - Cement Board Fabricators, INC	INV996	18- Garden Shed SYP Repair	Paid by EFT # 37849	10/20/2020	10/20/2020	10/30/2020	10/30/2020	284.00
394 - Kleindorfer Hardware & Variety	655515	18-Combo Pad Locks	Paid by EFT # 37929	10/20/2020	10/20/2020	10/30/2020	10/30/2020	48.98
7125 - Luke Rhodes (White River Ag)	20278	18- Garden Cover Crop	Paid by EFT # 37977	10/20/2020	10/20/2020	10/30/2020	10/30/2020	12.50
Account 52420 - Other Supplies Totals				Invoice Transactions 3			\$345.48	
Program 186502 - Community Events-Gardens Totals				Invoice Transactions 3			\$345.48	
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								
18520 - Kevin L Graber	2283	Market Bucks and Gift Certificates	Paid by EFT # 37895	10/20/2020	10/20/2020	10/30/2020	10/30/2020	20.00
5200 - Chester L Lehman (Olde Lane Orchard)	2294	Market Bucks and Gift Certificates	Paid by EFT # 37935	10/20/2020	10/20/2020	10/30/2020	10/30/2020	20.00
14571 - Melvin E Reeves	2280	Market Bucks and Gift Certificates	Paid by EFT # 37974	10/20/2020	10/20/2020	10/30/2020	10/30/2020	20.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2279	Market Bucks and Gift Certificates	Paid by EFT # 37990	10/20/2020	10/20/2020	10/30/2020	10/30/2020	5.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2291	Market Bucks and Gift Certificates	Paid by EFT # 37990	10/20/2020	10/20/2020	10/30/2020	10/30/2020	5.00
Account 47230 - Gift Certificate Totals				Invoice Transactions 5			\$70.00	
Account 47240 - EBT Market Bucks								
7363 - Burt(Feast Market and Cellar)	2278	Market Bucks	Paid by EFT # 37843	10/20/2020	10/20/2020	10/30/2020	10/30/2020	126.00
7363 - Burt(Feast Market and Cellar)	2290	Market Bucks	Paid by EFT # 37843	10/20/2020	10/20/2020	10/30/2020	10/30/2020	69.00
7363 - Burt(Feast Market and Cellar)	2292	Market Bucks	Paid by EFT # 37843	10/20/2020	10/20/2020	10/30/2020	10/30/2020	36.00
6431 - Alvin M Fisher	2293	Market Bucks	Paid by EFT # 37887	10/20/2020	10/20/2020	10/30/2020	10/30/2020	21.00
18520 - Kevin L Graber	2283	Market Bucks and Gift Certificates	Paid by EFT # 37895	10/20/2020	10/20/2020	10/30/2020	10/30/2020	177.00
52276 - Hunter's Honey Farm	2288	Market Bucks	Paid by EFT # 37906	10/20/2020	10/20/2020	10/30/2020	10/30/2020	108.00



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52276 - Hunter's Honey Farm	2297	Market Bucks	Paid by EFT # 37906	10/20/2020	10/20/2020	10/30/2020	10/30/2020	132.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	2286	Market Bucks	Paid by EFT # 37921	10/20/2020	10/20/2020	10/30/2020	10/30/2020	129.00
5200 - Chester L Lehman (Olde Lane Orchard)	2294	Market Bucks and Gift Certificates	Paid by EFT # 37935	10/20/2020	10/20/2020	10/30/2020	10/30/2020	225.00
12413 - Dale L Marchino	2287	Market Bucks	Paid by Check # 72851	10/20/2020	10/20/2020	10/30/2020	10/30/2020	99.00
4347 - Daniel E McCullough	2282	Market Bucks	Paid by Check # 72852	10/20/2020	10/20/2020	10/30/2020	10/30/2020	153.00
14571 - Melvin E Reeves	2280	Market Bucks and Gift Certificates	Paid by EFT # 37974	10/20/2020	10/20/2020	10/30/2020	10/30/2020	33.00
12430 - Luke Rhodes	2284	Market Bucks	Paid by EFT # 37976	10/20/2020	10/20/2020	10/30/2020	10/30/2020	63.00
12428 - Perry L Richardson	2298	Market Bucks	Paid by Check # 72855	10/20/2020	10/20/2020	10/30/2020	10/30/2020	18.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2279	Market Bucks and Gift Certificates	Paid by EFT # 37990	10/20/2020	10/20/2020	10/30/2020	10/30/2020	81.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2291	Market Bucks and Gift Certificates	Paid by EFT # 37990	10/20/2020	10/20/2020	10/30/2020	10/30/2020	66.00
2496 - Galen Jay Stoll	2289	Market Bucks	Paid by Check # 72859	10/20/2020	10/20/2020	10/30/2020	10/30/2020	30.00
2496 - Galen Jay Stoll	2296	Market Bucks	Paid by Check # 72859	10/20/2020	10/20/2020	10/30/2020	10/30/2020	6.00
2496 - Galen Jay Stoll	2295	Market Bucks	Paid by Check # 72859	10/20/2020	10/20/2020	10/30/2020	10/30/2020	48.00
3666 - Marie Wagler	2285	Market Bucks	Paid by EFT # 38025	10/20/2020	10/20/2020	10/30/2020	10/30/2020	210.00
			Account 47240 - EBT Market Bucks Totals				Invoice Transactions 20	<hr/> \$1,830.00
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132-920	06-cell phone chgs 8/12-9/11/20-Inv.	Paid by Check # 72810	10/19/2020	10/19/2020	10/19/2020	10/23/2020	70.05
			Account 53210 - Telephone Totals				Invoice Transactions 1	<hr/> \$70.05
			Program 186503 - Community Events-Farmers' Market Totals				Invoice Transactions 26	<hr/> \$1,970.05
Program 187001 - Adult Sports-Softball								
Account 43220 - Facility Rentals								
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	51.73
			Account 43220 - Facility Rentals Totals				Invoice Transactions 1	<hr/> \$51.73
Account 53650 - Other Repairs								
6966 - Steven D Hobbs (Dynasty Painting, LLC)	00186	18- TLSP Handrail Painting Project	Paid by EFT # 37903	10/20/2020	10/20/2020	10/30/2020	10/30/2020	4,500.00
			Account 53650 - Other Repairs Totals				Invoice Transactions 1	<hr/> \$4,500.00
			Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 2	<hr/> \$4,551.73



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Program **187006 - Adult Sports-Concessions**

Account **43290 - Concessions**

204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	43.70
Account 43290 - Concessions Totals				Invoice Transactions 1				<u>\$43.70</u>

Account **43295 - Concessions FB Tax**

204 - State Of Indiana	Sept 2020	18-September 2020 FB Tax	Paid by EFT # 37807	10/15/2020	10/15/2020	10/15/2020	10/15/2020	1.36
204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	9.54
Account 43295 - Concessions FB Tax Totals				Invoice Transactions 2				<u>\$10.90</u>

Account **52210 - Institutional Supplies**

138 - Gooldy & Sons, INC	S 05699	18 TLSP Carbon kleen spray for popcorn	Paid by EFT # 37893	10/20/2020	10/20/2020	10/30/2020	10/30/2020	22.00
Account 52210 - Institutional Supplies Totals				Invoice Transactions 1				<u>\$22.00</u>
Program 187006 - Adult Sports-Concessions Totals				Invoice Transactions 4				<u>\$76.60</u>

Program **187202 - Youth Sports-Winslow**

Account **43290 - Concessions**

204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	93.71
Account 43290 - Concessions Totals				Invoice Transactions 1				<u>\$93.71</u>
Program 187202 - Youth Sports-Winslow Totals				Invoice Transactions 1				<u>\$93.71</u>

Program **189003 - Operations-Open Shelters**

Account **43220 - Facility Rentals**

204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	166.26
Account 43220 - Facility Rentals Totals				Invoice Transactions 1				<u>\$166.26</u>
Program 189003 - Operations-Open Shelters Totals				Invoice Transactions 1				<u>\$166.26</u>

Program **189006 - Switchyard Property**

Account **43220 - Facility Rentals**

204 - State Of Indiana	September 2020 S	18-September 2020 Sales Tax	Paid by EFT # 37808	10/15/2020	10/15/2020	10/15/2020	10/15/2020	4.85
Account 43220 - Facility Rentals Totals				Invoice Transactions 1				<u>\$4.85</u>
Program 189006 - Switchyard Property Totals				Invoice Transactions 1				<u>\$4.85</u>
Department 18 - Parks & Recreation Totals				Invoice Transactions 109				<u>\$49,395.14</u>
Fund 201 - Parks and Rec Non Reverting Totals				Invoice Transactions 109				<u>\$49,395.14</u>

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

Department **18 - Parks & Recreation**

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

Account **54510 - Other Capital Outlays**



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7059 - Eagle Ridge Civil Engineering Services, LLC	204-10	18- Cascades creek repair and trail to	Paid by EFT # 37872	10/20/2020	10/20/2020	10/30/2020	10/30/2020	13,806.45
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$13,806.45
Program 18016D - 2016 D Lower Cascades Totals						Invoice Transactions 1		\$13,806.45
Department 18 - Parks & Recreation Totals						Invoice Transactions 1		\$13,806.45
Fund 977 - Parks 2016 GO Bond Proceeds Totals						Invoice Transactions 1		\$13,806.45
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	182-12	13-Downtown Alley proj-9/5-10/2/20-Inv.	Paid by EFT # 37872	10/20/2020	10/20/2020	10/30/2020	10/30/2020	922.50
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$922.50
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals						Invoice Transactions 1		\$922.50
Department 18 - Parks & Recreation Totals						Invoice Transactions 1		\$922.50
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals						Invoice Transactions 1		\$922.50
Grand Totals						Invoice Transactions 301		\$228,281.85

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/30/2020	Claims				228,281.85
					<u>228,281.85</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 \$ 228,281.85

Dated this _____ day of _____ year of 20____.

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

Fiscal Office _____



Park & Rec Board Register

Invoice Date Range 10/28/20 - 11/13/20

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										
3560 - First Financial Bank / Credit Cards	101420	Monthly Walmart Supply Trip	Paid by Check # 72906		11/03/2020	11/03/2020	11/13/2020		11/13/2020	4.68
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$4.68
Program 181000 - Administration Totals								Invoice Transactions 1		\$4.68
Program 181100 - Marketing										
Account 53310 - Printing										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	8786	18-wallet cards Frank Southern Ice Arena	Paid by EFT # 38103		11/03/2020	11/03/2020	11/13/2020		11/13/2020	145.00
53125 - Mr. Copy, INC	34912	18-November Kids Kraze	Paid by EFT # 38166		11/03/2020	11/03/2020	11/13/2020		11/13/2020	63.53
Account 53310 - Printing Totals								Invoice Transactions 2		\$208.53
Account 53320 - Advertising										
3560 - First Financial Bank / Credit Cards	102920	18-Facebook October Charges	Paid by Check # 72906		11/03/2020	11/03/2020	11/13/2020		11/13/2020	9.09
Account 53320 - Advertising Totals								Invoice Transactions 1		\$9.09
Account 53910 - Dues and Subscriptions										
5511 - Bloomington Elite-BNI	October 28, 2020	18-2020 membership dues Julie Ramey	Paid by EFT # 38083		11/03/2020	11/03/2020	11/13/2020		11/13/2020	549.00
3560 - First Financial Bank / Credit Cards	36409335	18-Network Solutions Renewal	Paid by Check # 72906		11/03/2020	11/03/2020	11/13/2020		11/13/2020	15.99
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 2		\$564.99
Program 181100 - Marketing Totals								Invoice Transactions 5		\$782.61
Program 182500 - Frank Southern Center										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	853978548583	18 - FSC Bluesill for waterless urinals	Paid by EFT # 38210		11/03/2020	11/03/2020	11/13/2020		11/13/2020	88.11
Account 52210 - Institutional Supplies Totals								Invoice Transactions 1		\$88.11
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3112381522	18 FSC Propane for Zamboni	Paid by EFT # 38042		10/28/2020	10/28/2020	10/28/2020		10/28/2020	75.61
2708 - AmeriGas Propane, LP	3112886191	18 FSC Propane for Zamboni	Paid by EFT # 38042		10/28/2020	10/28/2020	10/28/2020		10/28/2020	106.46
Account 52240 - Fuel and Oil Totals								Invoice Transactions 2		\$182.07
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	672649	18 FSC Misc Small Hardware to hang	Paid by EFT # 38149		11/03/2020	11/03/2020	11/13/2020		11/13/2020	25.47



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53005 - Menards, INC	58502	18-FSC Lumber and Saw for Sanitizer	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	235.55
5819 - Synchrony Bank	969466753979	18 - FSC Disinfect fogger	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	236.00
Account 52420 - Other Supplies Totals							Invoice Transactions 3	\$497.02
Account 53310 - Printing								
818 - Everywhere Signs, LLC	57115	18 - Tennis Court and FSC Signage	Paid by EFT # 38114	11/03/2020	11/03/2020	11/13/2020	11/13/2020	104.00
Account 53310 - Printing Totals							Invoice Transactions 1	\$104.00
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	109918ES	06-City Fac.-Natural Gas Commodity-	Paid by EFT # 38043	10/28/2020	10/28/2020	10/28/2020	10/28/2020	520.33
Account 53540 - Natural Gas Totals							Invoice Transactions 1	\$520.33
Account 53650 - Other Repairs								
539 - Price Electric, INC	32974	18 - FSC Light in restroom replace to	Paid by EFT # 38181	11/03/2020	11/03/2020	11/13/2020	11/13/2020	182.00
Account 53650 - Other Repairs Totals							Invoice Transactions 1	\$182.00
Account 53920 - Laundry and Other Sanitation Services								
52783 - Bloomington Coin Ventures, INC (LaundryWorks)	October 15, 2020	18 - FSC Towels Laundry service	Paid by EFT # 38082	11/03/2020	11/03/2020	11/13/2020	11/13/2020	220.00
53657 - Plymate, INC	2964959	18 - FSC Rug/Rink Rug Cleaning Service	Paid by EFT # 38180	11/03/2020	11/03/2020	11/13/2020	11/13/2020	72.41
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 2	\$292.41
Program 182500 - Frank Southern Center Totals							Invoice Transactions 11	\$1,865.94
Program 183500 - Golf Services								
Account 52230 - Garage and Motor Supplies								
950 - Tri-State Bearing Co, INC	1189316-00	18 - Bearings	Paid by EFT # 38220	11/03/2020	11/03/2020	11/13/2020	11/13/2020	80.00
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 1	\$80.00
Account 52340 - Other Repairs and Maintenance								
6889 - Professional Golfcar Corporation	01-12179	18 - Cart parts	Paid by EFT # 38182	11/03/2020	11/03/2020	11/13/2020	11/13/2020	632.84
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1	\$632.84
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	109918ES	06-City Fac.-Natural Gas Commodity-	Paid by EFT # 38043	10/28/2020	10/28/2020	10/28/2020	10/28/2020	22.18
Account 53540 - Natural Gas Totals							Invoice Transactions 1	\$22.18
Account 53730 - Machinery and Equipment Rental								
821 - Links Aerification Plus, LLC	612	18 - Golf Greens Aeration Service	Paid by EFT # 38154	11/03/2020	11/03/2020	11/13/2020	11/13/2020	3,500.00
Account 53730 - Machinery and Equipment Rental Totals							Invoice Transactions 1	\$3,500.00
Account 53950 - Landfill								



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2260 - Republic Services, INC	0694-002470421	18-Landfill Golf (February)	Paid by EFT # 38185	11/03/2020	11/03/2020	11/13/2020	11/13/2020	234.00
				Account 53950 - Landfill Totals		Invoice Transactions 1		\$234.00
				Program 183500 - Golf Services Totals		Invoice Transactions 5		\$4,469.02
Program 184000 - Natural Resources								
Account 53990 - Other Services and Charges								
7442 - Western EcoSystems Technology, INC	73597	18- Griffy Lake Master Plan Update	Paid by EFT # 38229	11/03/2020	11/03/2020	11/13/2020	11/13/2020	3,943.75
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$3,943.75
				Program 184000 - Natural Resources Totals		Invoice Transactions 1		\$3,943.75
Program 186500 - Community Events								
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards	101420	Monthly Walmart Supply Trip	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	10.88
53005 - Menards, INC	58302	18- Materials to build Letters to Santa	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	47.86
				Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$58.74
Account 53160 - Instruction								
3560 - First Financial Bank / Credit Cards	11898/62830	18-ISA - Conference Registration	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	129.00
				Account 53160 - Instruction Totals		Invoice Transactions 1		\$129.00
Account 53310 - Printing								
818 - Everywhere Signs, LLC	57212	18- Holiday Market Signs	Paid by EFT # 38114	11/03/2020	11/03/2020	11/13/2020	11/13/2020	80.00
				Account 53310 - Printing Totals		Invoice Transactions 1		\$80.00
Account 53910 - Dues and Subscriptions								
3560 - First Financial Bank / Credit Cards	290737	18-IDHS Permit Fee	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	255.29
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$255.29
				Program 186500 - Community Events Totals		Invoice Transactions 5		\$523.03
Program 187202 - Youth Sports-Winslow								
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	653361	18-Lacquer for skatepark	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	21.96
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1		\$21.96
Account 53310 - Printing								
818 - Everywhere Signs, LLC	57115	18 - Tennis Court and FSC Signage	Paid by EFT # 38114	11/03/2020	11/03/2020	11/13/2020	11/13/2020	140.00
				Account 53310 - Printing Totals		Invoice Transactions 1		\$140.00
Account 53950 - Landfill								



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2260 - Republic Services, INC	0694-002628180	18-Landfill	Paid by EFT # 38185	11/03/2020	11/03/2020	11/13/2020	11/13/2020	182.10
			Account 53950 - Landfill Totals			Invoice Transactions 1		<u>\$182.10</u>
			Program 187202 - Youth Sports-Winslow Totals			Invoice Transactions 3		<u>\$344.06</u>
Program 187500 - Banneker								
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards	101420	Monthly Walmart Supply Trip	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	189.10
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		<u>\$189.10</u>
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	109918ES	06-City Fac.-Natural Gas Commodity-	Paid by EFT # 38043	10/28/2020	10/28/2020	10/28/2020	10/28/2020	5.97
			Account 53540 - Natural Gas Totals			Invoice Transactions 1		<u>\$5.97</u>
Account 53610 - Building Repairs								
4073 - Terminix International	401527465	18-BBCC-October IPM	Paid by Check # 72920	11/03/2020	11/03/2020	11/13/2020	11/13/2020	60.00
			Account 53610 - Building Repairs Totals			Invoice Transactions 1		<u>\$60.00</u>
Account 53630 - Machinery and Equipment Repairs								
9269 - Ferguson Facilities Supply, HP Products #3400	0164562	18-BBCC-Floor Machine Repair	Paid by EFT # 38117	11/03/2020	11/03/2020	11/13/2020	11/13/2020	250.00
394 - Kleindorfer Hardware & Variety	653489	18-BBCC-Water Heater Supplies	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	27.56
			Account 53630 - Machinery and Equipment Repairs Totals			Invoice Transactions 2		<u>\$277.56</u>
			Program 187500 - Banneker Totals			Invoice Transactions 5		<u>\$532.63</u>
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM221083	18-Custodial supplies for shelters/restrooms	Paid by EFT # 38115	11/03/2020	11/03/2020	11/13/2020	11/13/2020	206.17
313 - Fastenal Company	INBLM221260	18-Custodial supplies for shelters/restrooms	Paid by EFT # 38115	11/03/2020	11/03/2020	11/13/2020	11/13/2020	486.75
313 - Fastenal Company	INBLM221201	18-Custodial supplies for shelters/restrooms	Paid by EFT # 38115	11/03/2020	11/03/2020	11/13/2020	11/13/2020	45.02
8875 - The Hoosier Company, INC	12761	18-(1) 5-gal bucket Elephant Snot (graffiti	Paid by EFT # 38216	11/03/2020	11/03/2020	11/13/2020	11/13/2020	403.00
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 4		<u>\$1,140.94</u>
Account 52230 - Garage and Motor Supplies								
476 - Southern Indiana Parts, INC (Napa Auto Parts)	065629	18-transmission fluid and oil	Paid by EFT # 38202	11/03/2020	11/03/2020	11/13/2020	11/13/2020	37.38
			Account 52230 - Garage and Motor Supplies Totals			Invoice Transactions 1		<u>\$37.38</u>
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	655903	18-Materials for Santa's Mailbox	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	3.58



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				Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1		\$3.58
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	652272	18-3/4" glav union (plumbing part)	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	11.49
394 - Kleindorfer Hardware & Variety	673529	18-materials to secure grates @fireplace in	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	13.56
53005 - Menards, INC	58739	18-LED BULBS	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	89.98
53005 - Menards, INC	58992	18-concrete resurfacers	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	13.99
53005 - Menards, INC	2020-00001876	18-for stabilizing fuel	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	49.98
53005 - Menards, INC	58895	18-materials for strapping down grill	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	7.98
5819 - Synchrony Bank	449367498465	18-Amazon Waterless BlueSeal Urinal Trap	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	279.72
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 7		\$466.70
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	652370	18-painters tape, hardware	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	13.39
476 - Southern Indiana Parts, INC (Napa Auto Parts)	329102	18-CREDIT- Core deposit on battery	Paid by EFT # 38202	11/03/2020	11/03/2020	11/13/2020	11/13/2020	(18.00)
476 - Southern Indiana Parts, INC (Napa Auto Parts)	72420	18-CREDIT- for over-payment	Paid by EFT # 38202	11/03/2020	11/03/2020	11/13/2020	11/13/2020	(5.99)
				Account 52420 - Other Supplies Totals		Invoice Transactions 3		(\$10.60)
Account 53110 - Engineering and Architectural								
10 - Bledsoe Riggert Cooper & James INC	23882	18-Boundary marking at NE section of SYP	Paid by EFT # 38079	11/03/2020	11/03/2020	11/13/2020	11/13/2020	1,005.00
				Account 53110 - Engineering and Architectural Totals		Invoice Transactions 1		\$1,005.00
Account 53130 - Medical								
231 - IU REAL ESTATE	00110963-00	18- Hep B vaccines	Paid by EFT # 38145	11/03/2020	11/03/2020	11/13/2020	11/13/2020	121.00
231 - IU REAL ESTATE	00110964-00	18-Hep B vaccine	Paid by EFT # 38145	11/03/2020	11/03/2020	11/13/2020	11/13/2020	121.00
				Account 53130 - Medical Totals		Invoice Transactions 2		\$242.00
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	109918ES	06-City Fac.-Natural Gas Commodity-	Paid by EFT # 38043	10/28/2020	10/28/2020	10/28/2020	10/28/2020	11.93
				Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$11.93
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	001824579811	18-Uniform & mat cleaning services	Paid by EFT # 38070	11/03/2020	11/03/2020	11/13/2020	11/13/2020	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	1824589139	18-Uniform & mat cleaning services	Paid by EFT # 38070	11/03/2020	11/03/2020	11/13/2020	11/13/2020	21.31



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Account 53920 - Laundry and Other Sanitation Services Totals						Invoice Transactions 2		\$42.62
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002628179	18-Landfill October Charges	Paid by EFT # 38185	11/03/2020	11/03/2020	11/13/2020	11/13/2020	72.23
Account 53950 - Landfill Totals						Invoice Transactions 1		\$72.23
Program 189000 - Operations Totals						Invoice Transactions 23		\$3,011.78
Program 189006 - Switchyard Property								
Account 52220 - Agricultural Supplies								
51857 - Flex-Pac, INC	I287732	18 SYP ratchet safety headgear visor	Paid by Check # 72909	11/03/2020	11/03/2020	11/13/2020	11/13/2020	279.49
5819 - Synchrony Bank	443377768996	18 SYP SmartSign Fence Clip Hardware	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	62.40
Account 52220 - Agricultural Supplies Totals						Invoice Transactions 2		\$341.89
Account 52420 - Other Supplies								
7512 - Douglas Industries (National Sports Products)	354483	18 SYP Deluxe Replacement Reel for	Paid by EFT # 38109	11/03/2020	11/03/2020	11/13/2020	11/13/2020	85.00
7512 - Douglas Industries (National Sports Products)	354624	18 SYP Deluxe Replacement Reel for	Paid by EFT # 38109	11/03/2020	11/03/2020	11/13/2020	11/13/2020	85.00
394 - Kleindorfer Hardware & Variety	653043	18 SYP 5-pc extractor set	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	12.99
394 - Kleindorfer Hardware & Variety	653103	18 SYP Misc Harware for Blinds	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	12.42
394 - Kleindorfer Hardware & Variety	655619	18 SYP Paint for Pickleball Crank	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	10.48
Account 52420 - Other Supplies Totals						Invoice Transactions 5		\$205.89
Account 52430 - Uniforms and Tools								
51857 - Flex-Pac, INC	I285068B	18 SYP ratchet safety headgear visor	Paid by Check # 72909	11/03/2020	11/03/2020	11/13/2020	11/13/2020	8.14
Account 52430 - Uniforms and Tools Totals						Invoice Transactions 1		\$8.14
Account 53610 - Building Repairs								
1537 - Indiana Door & Hardware Specialties, INC	5493AA	18 SYP Mortise cylinder repair on	Paid by Check # 72912	11/03/2020	11/03/2020	11/13/2020	11/13/2020	142.00
Account 53610 - Building Repairs Totals						Invoice Transactions 1		\$142.00
Program 189006 - Switchyard Property Totals						Invoice Transactions 9		\$697.92
Program 189500 - Landscaping								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	IMBLM221081	18-gloves	Paid by EFT # 38115	11/03/2020	11/03/2020	11/13/2020	11/13/2020	16.28
Account 52210 - Institutional Supplies Totals						Invoice Transactions 1		\$16.28
Account 52220 - Agricultural Supplies								
3560 - First Financial Bank / Credit Cards	14501	18-IDNR, Vallonia State Nurserv	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	1,762.03



Park & Rec Board Register

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Account 52220 - Agricultural Supplies Totals				Invoice Transactions	1		\$1,762.03	
Program 189500 - Landscaping Totals				Invoice Transactions	2		\$1,778.31	
Department 18 - Parks & Recreation Totals				Invoice Transactions	70		\$17,953.73	
Fund 200 - Parks and Recreation Gen (\$1301) Totals				Invoice Transactions	70		\$17,953.73	
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 181001 - Health & Wellness								
Account 52420 - Other Supplies								
5695 - 1818 Apparel Co., INC	7268	18 - Veterans 5K tshirts	Paid by EFT # 38063	11/03/2020	11/03/2020	11/13/2020	11/13/2020	100.00
3560 - First Financial Bank / Credit Cards	101420	Monthly Walmart Supply Trip	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	29.74
Account 52420 - Other Supplies Totals				Invoice Transactions	2		\$129.74	
Program 181001 - Health & Wellness Totals				Invoice Transactions	2		\$129.74	
Program 181100 - Marketing								
Account 53310 - Printing								
818 - Everywhere Signs, LLC	57209	18-Lion's Club sponsor plaque Switchyard Park	Paid by EFT # 38114	11/03/2020	11/03/2020	11/13/2020	11/13/2020	45.00
Account 53310 - Printing Totals				Invoice Transactions	1		\$45.00	
Program 181100 - Marketing Totals				Invoice Transactions	1		\$45.00	
Program 183500 - Golf Services								
Account 52220 - Agricultural Supplies								
4449 - Shelby Gravel, INC	692640	18 - Top Dressing Sand	Paid by EFT # 38194	11/03/2020	11/03/2020	11/13/2020	11/13/2020	866.68
Account 52220 - Agricultural Supplies Totals				Invoice Transactions	1		\$866.68	
Account 52330 - Street , Alley, and Sewer Material								
205 - City Of Bloomington	6029479	18 - Monarch	Paid by Check # 72903	11/03/2020	11/03/2020	11/13/2020	11/13/2020	100.75
5969 - Coca Cola Bottling CO. Consolidated	2056205610	18 - Cascades - Bottled Drinks and BIBs	Paid by EFT # 38100	11/03/2020	11/03/2020	11/13/2020	11/13/2020	185.50
5819 - Synchrony Bank	3357	18 - Cascades - Snack Bar Items	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	31.20
5819 - Synchrony Bank	4962	18 - Cascades - Snack Bar Items	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	163.38
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions	4		\$480.83	
Program 183500 - Golf Services Totals				Invoice Transactions	5		\$1,347.51	
Program 183501 - Golf Course - Pro Shop								
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	3708	18 - Cascades Industrial Supplies	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	97.82
Account 52210 - Institutional Supplies Totals				Invoice Transactions	1		\$97.82	



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Account 52330 - Street, Alley, and Sewer Material

4072 - Acushnet Company	909733336	18-pro shop items	Paid by Check # 72900	11/03/2020	11/03/2020	11/13/2020	11/13/2020	43.34
4072 - Acushnet Company	909733251	18-pro shop items	Paid by Check # 72900	11/03/2020	11/03/2020	11/13/2020	11/13/2020	159.93
Account 52330 - Street, Alley, and Sewer Material Totals						Invoice Transactions 2		\$203.27
Program 183501 - Golf Course - Pro Shop Totals						Invoice Transactions 3		\$301.09

Program 184000 - Natural Resources

Account 52420 - Other Supplies

5819 - Synchrony Bank	546958767775	18-Amazon Tripod Whiteboard/Flipchart	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	74.90
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$74.90
Program 184000 - Natural Resources Totals						Invoice Transactions 1		\$74.90

Program 184501 - Youth Services-Kid City Camps

Account 52420 - Other Supplies

5819 - Synchrony Bank	3500	18-Lysol, Alcohol swabs	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	23.96
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$23.96
Program 184501 - Youth Services-Kid City Camps Totals						Invoice Transactions 1		\$23.96

Program 185000 - Twin Lakes Recreation Center

Account 52210 - Institutional Supplies

53005 - Menards, INC	58500	18 - TLRC Facility Sanitizing Supplies	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	98.45
5819 - Synchrony Bank	3238	18 - TLRC Facility Institutional Supplies	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	94.88
Account 52210 - Institutional Supplies Totals						Invoice Transactions 2		\$193.33

Account 52310 - Building Materials and Supplies

294 - All-Phase Electric Supply, INC	0740-590959	18 - TLRC Electrical- Fluorescent Lamp	Paid by EFT # 38067	11/03/2020	11/03/2020	11/13/2020	11/13/2020	141.00
53005 - Menards, INC	59291	18 - TLRC Maintenance & Hardware	Paid by Check # 72916	11/03/2020	11/03/2020	11/13/2020	11/13/2020	93.79
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 2		\$234.79

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	109918ES	06-City Fac.-Natural Gas Commodity-	Paid by EFT # 38043	10/28/2020	10/28/2020	10/28/2020	10/28/2020	16.21
Account 53540 - Natural Gas Totals						Invoice Transactions 1		\$16.21

Account 53610 - Building Repairs

53657 - Plymate, INC	2964955	18 - TLRC Entry Mat Service	Paid by EFT # 38180	11/03/2020	11/03/2020	11/13/2020	11/13/2020	78.62
Account 53610 - Building Repairs Totals						Invoice Transactions 1		\$78.62

Account 53650 - Other Repairs



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51447 - Discount Vacuum Center (Bell's Vacuum & Appliance)	1900	18 - TLRC Repairs to Fogger Machine	Paid by EFT # 38107	11/03/2020	11/03/2020	11/13/2020	11/13/2020	54.95
			Account 53650 - Other Repairs Totals	Invoice Transactions 1				\$54.95
			Program 185000 - Twin Lakes Recreation Center Totals	Invoice Transactions 7				\$577.90

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

6161 - Morgan Ashley Banks	102620	18-TLRC Fitness Specialist	Paid by EFT # 38074	11/03/2020	11/03/2020	11/13/2020	11/13/2020	165.00
7207 - Ayaa Elgoharry	102920	18-TLRC Fitness Specialist	Paid by EFT # 38112	11/03/2020	11/03/2020	11/13/2020	11/13/2020	356.25
5274 - Catherine T Gossett	102920	18-TLRC Fitness Specialist	Paid by EFT # 38121	11/03/2020	11/03/2020	11/13/2020	11/13/2020	250.00
7086 - Rivkah L Moore	103020	18-TLRC Fitness Specialist	Paid by EFT # 38164	11/03/2020	11/03/2020	11/13/2020	11/13/2020	456.25
5007 - Emeline P O'Connor	102920	18-TLRC Fitness Specialist	Paid by EFT # 38170	11/03/2020	11/03/2020	11/13/2020	11/13/2020	187.50
1973 - Megan M Stark	103120	18-TLRC Fitness Specialist	Paid by EFT # 38203	11/03/2020	11/03/2020	11/13/2020	11/13/2020	180.00
7440 - William Tuttle	102820	18-TLRC Fitness Specialist	Paid by EFT # 38221	11/03/2020	11/03/2020	11/13/2020	11/13/2020	156.25
			Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 7				\$1,751.25
			Program 185002 - TLRC-Health & Wellness Totals	Invoice Transactions 7				\$1,751.25

Program **185003 - TLRC-Basketball**
Account **53940 - Temporary Contractual Employee**

5377 - James D Acton	102120	18-Basketball Official	Paid by EFT # 38066	11/03/2020	11/03/2020	11/13/2020	11/13/2020	80.00
7522 - Jarin Bontrager	102020	18-Basketball Official	Paid by EFT # 38086	11/03/2020	11/03/2020	11/13/2020	11/13/2020	40.00
7184 - Larry Branam	102120	18-Basketball Official	Paid by EFT # 38088	11/03/2020	11/03/2020	11/13/2020	11/13/2020	70.00
20105 - Brandon B Chambers	102620	18- TLRC BYB Season II Official- Chambers	Paid by EFT # 38095	11/03/2020	11/03/2020	11/13/2020	11/13/2020	1,000.00
7276 - Kaitlyn Clementi	102320	18-TLRC Fitness Specialist	Paid by EFT # 38099	11/03/2020	11/03/2020	11/13/2020	11/13/2020	195.00
7147 - Keith E Crittenden	102220	18-Basketball Official	Paid by EFT # 38104	11/03/2020	11/03/2020	11/13/2020	11/13/2020	40.00
3571 - Joseph R Hardy	102020	18-Basketball Official	Paid by EFT # 38125	11/03/2020	11/03/2020	11/13/2020	11/13/2020	40.00
5005 - Jon Mitchel Hillenburg	101920	18-Basketball Official	Paid by EFT # 38130	11/03/2020	11/03/2020	11/13/2020	11/13/2020	40.00
7156 - Anthony Sipes	102220	18-Basketball Official	Paid by EFT # 38199	11/03/2020	11/03/2020	11/13/2020	11/13/2020	40.00
7287 - Mark Stemme	102020	18-Basketball Official	Paid by EFT # 38205	11/03/2020	11/03/2020	11/13/2020	11/13/2020	40.00



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Invoice Date Range 10/28/20 - 11/13/20

4939 - Charles W Stone	102020	18-Basketball Official	Paid by EFT # 38207	11/03/2020	11/03/2020	11/13/2020	11/13/2020	60.00
7524 - Walker, Claire	102020	18-Basketball Official	Paid by EFT # 38223	11/03/2020	11/03/2020	11/13/2020	11/13/2020	60.00
Account 53940 - Temporary Contractual Employee Totals						Invoice Transactions 12		\$1,705.00
Program 185003 - TLRC-Basketball Totals						Invoice Transactions 12		\$1,705.00

Program **185006 - TLRC-Concessions**

Account **52330 - Street , Alley, and Sewer Material**

5969 - Coca Cola Bottling CO.	6801211758	18 - TLRC Concessions	Paid by EFT # 38100	11/03/2020	11/03/2020	11/13/2020	11/13/2020	668.75
Consolidated		Beverage Purchase	38100					
4099 - Gold Medal Products CO.	159936	18 - TLRC Concession	Paid by EFT # 38119	11/03/2020	11/03/2020	11/13/2020	11/13/2020	207.75
		Items	38119					
4099 - Gold Medal Products CO.	160016	18 - TLRC Concession	Paid by EFT # 38119	11/03/2020	11/03/2020	11/13/2020	11/13/2020	180.55
		Item Purchase	38119					
5819 - Synchrony Bank	3239	18 - TLRC Concession	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	81.08
		Item Purchase	72919					
5819 - Synchrony Bank	0741 102620	18 - TLRC Concession	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	117.10
		Item Purchase	72919					
5819 - Synchrony Bank	2631	18 - TLRC Concession	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	13.98
		Item Purchase	72919					
5819 - Synchrony Bank	3951	18 - TLRC Concession	Paid by Check # 72919	11/03/2020	11/03/2020	11/13/2020	11/13/2020	38.56
		Item Purchase	72919					
21145 - Sysco USA III, LLC	238420657	18 - TLRC Concession	Paid by EFT # 38211	11/03/2020	11/03/2020	11/13/2020	11/13/2020	619.49
		Items	38211					
Account 52330 - Street , Alley, and Sewer Material Totals						Invoice Transactions 8		\$1,927.26
Program 185006 - TLRC-Concessions Totals						Invoice Transactions 8		\$1,927.26

Program **186500 - Community Events**

Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards	101420	Monthly Walmart	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	15.74
		Supply Trip	72906					
5819 - Synchrony Bank	747866654453	18-Amazon Crochet	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	6.86
		Thread Size 20 for Fall	38210					
5819 - Synchrony Bank	934445474854	18-Amazon pkg 600	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	6.99
		Round Wiggle Googly	38210					
5819 - Synchrony Bank	535986776899	18- Amazon Craft	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	17.99
		Wood Sticks for Fall	38210					
5819 - Synchrony Bank	934897639863	18-Amazon Q-tips	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	18.70
		Cotton Swabs for Fall	38210					
5819 - Synchrony Bank	463366563544	18- Amazon Craft	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	105.60
		Supplies for Fall	38210					
5819 - Synchrony Bank	487457767553	18- Supplies for Fall	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	123.89
		Programs	38210					
5819 - Synchrony Bank	455795735535	18-Amazon 30 Heavy	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	356.74
		Duty Basketball Net	38210					



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Invoice Date Range 10/28/20 - 11/13/20

11693 - The Award Center, INC	60012	18 - Trophy plaques for Pumpkin Launch	Paid by EFT # 38215	11/03/2020	11/03/2020	11/13/2020	11/13/2020	49.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 9		\$701.51
Account 53730 - Machinery and Equipment Rental								
4175 - The Stables Events, LLC (Izzy's Rentals)	11574	18 - Portable toilet rental - Pumpkin	Paid by EFT # 38218	11/03/2020	11/03/2020	11/13/2020	11/13/2020	230.00
			Account 53730 - Machinery and Equipment Rental Totals			Invoice Transactions 1		\$230.00
Account 53990 - Other Services and Charges								
536 - Chris Ramsey (KingSnake Sound Company)	140563	18- Sound Equipment Rental and Sound	Paid by EFT # 38183	11/03/2020	11/03/2020	11/13/2020	11/13/2020	325.00
6592 - Christopher Salem Willard	2002	18- Performance by the Will Holler at the	Paid by EFT # 38231	11/03/2020	11/03/2020	11/13/2020	11/13/2020	300.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		\$625.00
			Program 186500 - Community Events Totals			Invoice Transactions 12		\$1,556.51
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	655561	18- SYP Garden Hose Hooks	Paid by EFT # 38149	11/03/2020	11/03/2020	11/13/2020	11/13/2020	25.41
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$25.41
			Program 186502 - Community Events-Gardens Totals			Invoice Transactions 1		\$25.41
Program 186503 - Community Events-Farmers' Market								
Account 53940 - Temporary Contractual Employee								
3875 - Sandra Salinas-Kobylka	102420	18 - Market Cleaning	Paid by EFT # 38191	11/03/2020	11/03/2020	11/13/2020	11/13/2020	195.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 1		\$195.00
			Program 186503 - Community Events-Farmers' Market Totals			Invoice Transactions 1		\$195.00
Program 186506 - Performing Art Series								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	487457767553	18- Supplies for Fall Programs	Paid by EFT # 38210	11/03/2020	11/03/2020	11/13/2020	11/13/2020	14.99
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$14.99
			Program 186506 - Performing Art Series Totals			Invoice Transactions 1		\$14.99
Program 187001 - Adult Sports-Softball								
Account 52420 - Other Supplies								
798 - Winters Associates Promotional Products, INC	113477	18- TLSP Fall 2020 Adult Softball Award T-	Paid by EFT # 38232	11/03/2020	11/03/2020	11/13/2020	11/13/2020	324.69
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$324.69
			Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 1		\$324.69
Program 187500 - Banneker								
Account 52210 - Institutional Supplies								



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Invoice Date Range 10/28/20 - 11/13/20

3560 - First Financial Bank / Credit Cards	PKBD26CV	18-NRPA Reg Cory Hawkins	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	295.00
3560 - First Financial Bank / Credit Cards	BGLNX2XG	18-NRPA Reg Paula McDevitt	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	295.00
Account 52210 - Institutional Supplies Totals							Invoice Transactions 2	\$590.00
Program 187500 - Banneker Totals							Invoice Transactions 2	\$590.00
Program 187503 - Banneker-Classes								
Account 52420 - Other Supplies								
7483 - David Loesing Properties Plus LLC (Monster Cote)	002153	18-BBCC-Epoxy Flooring	Paid by EFT # 38106	11/03/2020	11/03/2020	11/13/2020	11/13/2020	900.58
Account 52420 - Other Supplies Totals							Invoice Transactions 1	\$900.58
Account 53990 - Other Services and Charges								
7483 - David Loesing Properties Plus LLC (Monster Cote)	002153	18-BBCC-Epoxy Flooring	Paid by EFT # 38106	11/03/2020	11/03/2020	11/13/2020	11/13/2020	6,499.42
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$6,499.42
Program 187503 - Banneker-Classes Totals							Invoice Transactions 2	\$7,400.00
Program 189000 - Operations								
Account 52220 - Agricultural Supplies								
3560 - First Financial Bank / Credit Cards	1333746	18-Netherland Bulb Company	Paid by Check # 72906	11/03/2020	11/03/2020	11/13/2020	11/13/2020	303.75
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1	\$303.75
Program 189000 - Operations Totals							Invoice Transactions 1	\$303.75
Department 18 - Parks & Recreation Totals							Invoice Transactions 68	\$18,293.96
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions 68	\$18,293.96
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	2020-00001875	18- Cascades creek repair and trail to	Paid by EFT # 38110	11/03/2020	11/03/2020	11/13/2020	11/13/2020	16,270.63
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1	\$16,270.63
Program 18016D - 2016 D Lower Cascades Totals							Invoice Transactions 1	\$16,270.63
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA								
Account 54510 - Other Capital Outlays								
3054 - Sinclair Recreation, LLC (GameTime)	100739-01-01i	18-Central play unit (2-5 & 5-12) & Axis	Paid by EFT # 38198	11/03/2020	11/03/2020	11/13/2020	11/13/2020	60,000.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1	\$60,000.00
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals							Invoice Transactions 1	\$60,000.00
Department 18 - Parks & Recreation Totals							Invoice Transactions 2	\$76,270.63
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions 2	\$76,270.63



Park & Rec Board Register

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Fund **980 - 2018 BicentennialBnd Prcd900030**

Department **18 - Parks & Recreation**

Program **18018A - 7th St Green Way, RCA Power Line**

Account **54510 - Other Capital Outlays**

5641 - AZTEC Engineering Group, INC	201002	18- Duke Power Line Trail Design	Paid by EFT # 38072	11/03/2020	11/03/2020	11/13/2020	11/13/2020	6,750.00
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions	1	\$6,750.00
			Program 18018A - 7th St Green Way, RCA Power Line Totals			Invoice Transactions	1	\$6,750.00

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

Account **54510 - Other Capital Outlays**

19741 - Mader Design, LLC	1227	18- Griffy Lake Loop Trail Design	Paid by EFT # 38157	11/03/2020	11/03/2020	11/13/2020	11/13/2020	7,000.00
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions	1	\$7,000.00
			Program 18018B - Griffy Loop Trail Lower Cascades Totals			Invoice Transactions	1	\$7,000.00

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

Account **54510 - Other Capital Outlays**

3444 - Rundell Ernstberger Associates, INC	201598-3	18- Miller Showers Park Sidewalk Design	Paid by EFT # 38189	11/03/2020	11/03/2020	11/13/2020	11/13/2020	1,764.00
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions	1	\$1,764.00
			Program 18018C - Enrty Ways St Trees Alley Enhanc Totals			Invoice Transactions	1	\$1,764.00
			Department 18 - Parks & Recreation Totals			Invoice Transactions	3	\$15,514.00
			Fund 980 - 2018 BicentennialBnd Prcd900030 Totals			Invoice Transactions	3	\$15,514.00
			Grand Totals			Invoice Transactions	143	\$128,032.32

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/13/2020	Claims				128,032.32
					<u>128,032.32</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 \$ 128,032.32

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
10/23/2020	Payroll				168,190.59
					<u>168,190.59</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 \$ 168,190.59

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/6/2020	Payroll				163,827.51
					<u>163,827.51</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 \$ 163,827.51

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 _____

Page 1 of 1



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00015522	BA	GL	11/12/2020	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
11/12/2020	201-18-187503-53990	Other Services and Charges			Budget Amendment			1,338.00	.00
						Number of Entries: 1		\$1,338.00	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00015532	BA	GL	11/12/2020	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
11/12/2020	201-18-186506-52420	Other Supplies			Budget Amendment			14.00	.00
						Number of Entries: 1		\$14.00	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00014816	BA	GL	10/27/2020	Budget Amendment				
G/L Date	G/L Account Number	Account Description	Description		Source	Increase Amount	Decrease Amount		
10/27/2020	201-18-181001-53830	Bank Charges	Budget Amendment			15.00	.00		
10/27/2020	201-18-184500-53830	Bank Charges	Budget Amendment			400.00	.00		
10/27/2020	201-18-184500-53990	Other Services and Charges	Budget Amendment			10,600.00	.00		
10/27/2020	201-18-186500-53630	Machinery and Equipment Repairs	Budget Amendment			174.27	.00		
10/27/2020	201-18-186500-53830	Bank Charges	Budget Amendment			900.00	.00		
10/27/2020	201-18-186502-53830	Bank Charges	Budget Amendment			20.00	.00		
10/27/2020	201-18-186504-53310	Printing	Budget Amendment			64.50	.00		
10/27/2020	201-18-189006-51120	Salaries and Wages - Temporary	Budget Amendment			4,000.00	.00		
10/27/2020	201-18-189006-51210	FICA	Budget Amendment			300.00	.00		
Number of Entries: 9						\$16,473.77	\$0.00		

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2019	2019	2019	2019	2020	2020	2020	
October	Total	Actual	Expenses	% of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	<u>Budget</u>	<u>for Year</u>	<u>October</u>	<u>to date</u>	<u>Budget</u>	<u>October</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	754,420	758,283	616,847	81.35%	737,200	645,294	87.53%	4.61%
Health & Wellness	82,869	81,370	70,733	86.93%	107,016	74,449	69.57%	5.25%
Community Relations	460,058	438,510	308,665	70.39%	487,964	334,891	63.26%	8.50%
Aquatics	312,312	313,737	309,177	98.55%	378,257	56,869	15.03%	-81.61%
Frank Southern Center	359,863	325,424	237,135	72.87%	381,828	273,658	71.67%	15.40%
Golf Services	1,010,569	989,556	898,194	90.77%	706,904	637,704	90.21%	-29.00%
Natural Resources	396,163	344,801	280,024	81.21%	388,562	303,528	78.12%	8.39%
Youth Programs	64,888	69,539	57,595	82.82%	62,293	62,948	101.05%	9.29%
TLRC	287,976	286,763	253,174	88.29%	294,799	243,447	82.58%	-3.84%
Community Events	407,645	387,801	334,745	86.32%	405,346	360,795	89.01%	7.78%
Adult Sports	242,956	263,260	234,460	89.06%	286,511	176,411	61.57%	-24.76%
Youth Sports	225,060	228,014	201,308	88.29%	295,022	224,010	75.93%	11.28%
BBCC	320,540	308,233	274,043	88.91%	444,450	265,572	59.75%	-3.09%
Inclusive Recreation	82,561	80,708	74,182	91.91%	86,491	81,161	93.84%	9.41%
Operations	1,964,968	1,766,848	1,526,163	86.38%	1,979,870	1,558,498	78.72%	2.12%
Switchyard Property	47,452	47,202	29,738	63.00%	256,821	164,721	64.14%	0.00%
Landscaping	475,315	440,698	366,546	83.17%	613,368	463,673	75.59%	26.50%
Cemeteries	184,917	191,517	163,331	85.28%	211,863	153,412	72.41%	-6.07%
Urban Forestry	569,707	657,294	593,410	90.28%	514,292	292,502	56.87%	-50.71%
Recover Forward	0	0		0.00%	50,000			
General Fund total:	7,495,818	7,979,559	6,829,468	85.59%	8,688,857	6,373,542	73.35%	-6.68%
Non-Reverting Fund								
Administration	14,150	6,180	5,182	83.85%	14,650	17,381	118.64%	235.43%
Health & Wellness	1,376	1,961	958	48.86%	1,650	4,622	280.14%	382.43%
Community Relations	5,350	3,924	2,118	53.97%	5,350	7,779	145.40%	267.29%
Aquatics	61,716	98,130	79,867	81.39%	81,959	35,878	43.78%	-55.08%
Frank Southern Center	93,697	104,544	65,483	62.64%	86,859	48,347	55.66%	-26.17%
Golf Services	70,000	236,525	113,240	47.88%	168,852	137,943	81.69%	0.00%
Natural Resources	63,029	29,777	18,141	60.92%	65,429	19,067	29.14%	0.00%
Youth Programs	213,180	153,132	213,597	139.49%	238,025	95,744	40.22%	-55.18%
*TLRC - day to day	454,998	513,349	399,126	77.75%	570,919	316,652	55.46%	-20.66%
Community Events	184,027	189,206	167,191	88.36%	250,680	174,685	69.68%	4.48%
Adult Sports	128,905	159,548	135,767	85.09%	140,331	48,416	34.50%	-64.34%
Youth Sports	8,919	53,273	29,940	56.20%	9,482	7,530	79.41%	-74.85%
BBCC	1,610	4,903	3,021	61.61%	41,962	6,216	14.81%	105.77%
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	26,146	46.19%	42,610	3,611	8.47%	0.00%
Dog Park	0	0		0.00%	0		0.00%	0.00%
Switchyard	0	12,737	715	5.61%	27,577	33,436	121.25%	0.00%
Landscaping (CCC P	0	6,883		0.00%	6,150		0.00%	0.00%
Cemeteries	0	0		0.00%	0		0.00%	0.00%
Urban Forestry	6,150	0	6,133	0.00%	0		0.00%	0.00%
N-R Fund subtotal:	1,356,717	1,630,677	1,266,625	77.67%	1,752,484	960,523	54.81%	-24.17%
TLRC - bond	475,963	475,963	475,963	100.00%	482,000	481,738	99.95%	1.21%
N-R Fund total:	1,832,680	2,106,640	1,742,588	82.72%	2,234,484	1,442,260	64.55%	-17.23%

Other Misc Funds								
15-16 MCCSC 21st Com Learn Cnt Grant				884				
16-17 MCCS 21st com l		97						
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn		14,288						
19-20 MCCSC 21st Com Learn		8,555			18,679			
Community Banneker Bus					39,995			
G14006 Out-of School Prg.								
G15008 Summer Food Prg.		17,391		11,115	34,683			
G15009 Nature Days S/Star								
Griffy Lake Nature Day		3,312						
Wapehani I-69 Mitigation								
Leonard Springs Nature		2,449						
Banneker Nature Day		4,499			3,659			
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act		7,778		9,936				
Goat Farm								
Giffy LARE		13,563			6,383			
Deer Cull					25,000			
Banneker ROI					154,909			
Other Misc Funds total:	0	0	71,931	0.00%	21,935	283,309		
TOTAL ALL FUNDS	9,328,497	10,086,198	8,643,986	85.70%	10,945,276	8,099,111	74.00%	-6.30%

	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	10/31/2020	revenue	10/31/2020	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	260,023.36	15,100.16		17,381.10	0.00	(2,280.94)	257,742.42
181001	Health & Wellness	9,413.82	204.00		4,622.27	0.00	(4,418.27)	4,995.55
181100	Community Relations	34,414.61	3,000.00		7,778.72	0.00	(4,778.72)	29,635.89
182001	Aquatics	389,055.59	2,512.00		35,877.60	0.00	(33,365.60)	355,689.99
182500	Frank Southern Center	191,273.69	52,706.47		48,346.56	0.00	4,359.91	195,633.60
183500	Golf Course	143,501.45	139,475.62		137,943.12	0.00	1,532.50	145,033.95
184000	Natural Resources	291,563.17	61,590.34		19,067.41	0.00	42,522.93	334,086.10
184500	Allison Jukebox	272,563.31	118,388.40		95,744.03	0.00	22,644.37	295,207.68
185000	TLRC	(1,667,433.65)	317,193.56		798,389.58	0.00	(481,196.02)	(2,148,629.67)
185009	TLRC Reserve	729,334.12	75,116.10		0	0.00	(99,569.24)	629,764.88
186500	Community Events	522,561.92	92,002.32		174,685.34	0.00	(82,683.02)	566,147.99
187001	Adult Sports	34,936.55	39,534.99		48,416.25	0.00	(8,881.26)	26,055.29
187202	Youth Sports	59,446.16	1,344.21		7,530.00	0.00	(6,185.79)	53,260.37
187209	Skate Park	543.88				0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	64,519.89	14,634.33		6,215.77	0.00	8,418.56	72,938.45
	Childcare Program	0.00			3,216.02	0.00	(3,216.02)	(3,216.02)
189000	Operations	177,810.51	33,073.76		3,611.14	0.00	29,462.62	207,273.13
189005	Dog Park	5,993.79				0.00	0.00	5,993.79
**189006	Switchyard Property	238,307.62	27,381.88		33,435.83	0.00	(6,053.95)	232,253.67
189500	Landscaping	12,704.36	750.00			0.00	750.00	13,454.36
189501	Cemeteries	1,497.00				0.00	0.00	1,497.00
189503	Urban Forestry	21,517.22	7,900.00			0.00	7,900.00	29,417.22
10002.01	Change Fund	0.00				0.00	0.00	0.00
201-24105	Deposits	0.00				0.00	0.00	0.00
	TOTALS	1,793,548.37	1,001,908.14	0.00	1,442,260.74	0.00	(615,037.94)	1,304,779.52

* 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.

(488,768.85)

INCREASE/DECREASE
FOR THE CURRENT

Bloomington Parks and Recreation Surplus Declaration Form

Nov-20

Nov-20

[illegible]



STAFF REPORT

Agenda Item: C-1
Date: 11/13/2020

Administrator
Review/Approval
PM

TO: Board of Parks Commissioners
FROM: Kim Clapp, Office Manager
DATE: November 17, 2020
SUBJECT: REVIEW/APPROVAL OF 2021 PRICE SCHEDULE

Background

Staff recommends the approval of the 2021 Price Schedule. The following is an Executive Summary of the proposed changes:

Page 1	<u>Administrative Services – Equipment Rental, Adult Programs, and Inclusive Recreation</u> No changes
Page 2	<u>Adult Sports – League Registrations, Tournaments, Tennis</u> No changes
Page 3	<u>Adult Sports/Youth Sports – Field Rentals, Player Fees, and Concessions</u> No changes
Page 4	<u>Aquatics – Bryan Pool/Mills Pool – Admissions</u> No changes
Page 5	<u>Aquatics – Bryan Pool/Mills Pool – Facility Rentals, Programs, Classes, and Special Events</u> No changes
Page 6	<u>Banneker Center – Facility Rentals, Programs, Classes, Special Events</u> No changes
Page 7	<u>Cemetery Services – Lot Sales, Inurnment, Interment, and Disinterment</u> No changes
Page 8	<u>Community Events – April and November Farmers’ Market</u>

Changes include:

Under April Saturdays Farmers' Market Reserved Spaces

- Increased large space fee from \$72 (\$18/day) to \$84 (\$21/day)
- Increased large space fee senior or youth from \$48 (\$12/day) to \$60 (\$15/day)
- Increased small space fee from \$40 (\$10/day) to \$52 (\$13/day)
- Increased small space fee senior or youth from \$28 (\$7/day) to \$40 (\$10/day)

Under April Saturdays Farmers' Market Unreserved Spaces (per day)

- Increased large space fee from \$18 to \$21
- Increased large space fee senior or youth from \$12 to \$15
- Increased small space fee from \$10 to \$13
- Increased small space fee senior or youth from \$7 to \$10

Under November Farmers' Market Reserved Spaces

- Increased large space fee from \$54 (\$18/day) to \$63 (\$21/day)
- Increased large space fee senior or youth from \$36 (\$12/day) to \$45 (\$15/day)
- Increased small space fee from \$30 (\$10/day) to \$39 (\$13/day)
- Increased small space fee senior or youth from \$21 (\$7/day) to \$30 (\$10/day)

Under November Farmers' Market Unreserved Spaces (per day)

- Increased large space fee from \$18 to \$21
- Increased large space fee senior or youth from \$12 to \$15
- Increased small space fee from \$10 to \$13
- Increased small space fee senior or youth from \$7 to \$10

Page 9

Community Events – Saturday Farmers' Market May thru October, Weekday Farmers' Market

Changes include:

Under Saturdays Farmers' Market Reserved Spaces

- Increased large space fee from \$468 to \$567
- Increased large space fee senior or youth from \$312 to \$405
- Increased small space fee from \$260 to \$357
- Increased small space fee senior or youth from \$182 to \$270

Under Saturdays Farmers' Market Unreserved Spaces (per day)

- Increased large space fee from \$18 to \$21
- Increased large space fee senior or youth from \$12 to \$15
- Increased small space fee from \$10 to \$13
- Increased small space fee senior or youth from \$7 to \$10

Under Weekday Farmers' Market Reserved Spaces

- Increased space from \$180 (\$10/day) to \$216 (\$12/day)
- Increased senior or youth space from \$126.00 (\$7/day) to \$180 (\$10/day)

Under Weekday Farmers' Market Unreserved Spaces (per day)

- Increase unreserved space from \$10 to \$12
- Increased unreserved senior or youth space from \$7 to \$10

Under Miscellaneous

- Corrected prepared food vendors from “10% gross proceeds” to “7.5% gross proceeds”

Page 10

Community Events – Gardens, Stage Rental, Programs, Classes, Special Events, A Fair of the Arts

Changes include:

Under Gardens

- Increased Willie Streeter Gardens - large plots from \$73 to \$75 In City / from \$85 to \$87 Out of City
- Increased Willie Streeter Gardens - small plots from \$37 to \$40 In City / from \$44 to \$47 Out of City.
- Increased Willie Streeter Gardens - raised beds from \$37 to \$40 In City / from \$44 to \$47 Out of City.
- Addition to Willie Streeter Gardens - Supplemental Service \$25-\$75
- Increased Rev. Butler Park Gardens - large plots from \$51 to \$53 In City / from \$59 to \$62 Out of City
- Increased Rev. Butler Park Gardens - small plots from \$37 to \$40 In City / from \$44 to \$47 Out of City.
- Increased Rev. Butler Park Gardens - raised beds from \$37 to \$40 In City / from \$44 to \$47 Out of City.
- Addition to Rev. Butler Park Gardens - Supplemental Service \$25-\$75
- Increased Switchyard Park Gardens – raised beds from \$37 to \$40 In City / from \$44 to \$47 Out of City
- Addition to Switchyard Park Gardens - Supplemental Service \$25-\$75

Under Waldron, Hill, and Buskirk Park Stage Rental

- Addition - rehearsal fee \$25/hour

Under A Fair of the Arts

- Removed wording “2nd Saturday of Month May-October”
- Added word “range” to description of booth space
- Increased booth space from \$60 to a range of \$37-\$70

Page 11

Community Events – Mobile Stage Rental, Other Rental

No changes

Page 12
Events

Frank Southern Ice Arena – User Fees, Facility Rental, Programs, Classes, Special

No changes

Page 13

Golf Services – Green Fees, Season Passes, Facility Rental, Programs, Classes, and Special Events

Changes include:

Under Green Fees/Season Passes/Other

- Increase Cascades Special – 18 Holes & Cart from \$30 to \$35
- Increase green fees from \$20 to \$22
- Increase green fees – 9 holes from \$13 to \$15
- Increase twilight green fees from \$15 to \$17

- Increase adult season pass from \$525 to \$550 In City / from \$565 to \$590 Out of City
- Increase spouse season pass from \$200 to \$220 In City / from \$240 to \$250 Out of City
- Increase family season pass from \$725 to \$800 In City / from \$840 to \$900 Out of City
- Increase senior season pass from \$480 to \$500 In City / from \$515 to \$540 Out of City
- Increase senior spouse pass from \$200 to \$220 In City / from \$240 to \$250 Out of City
- Increase junior season pass from \$200 to \$220 In City / from \$230 to \$250 Out of City
- Increase student (over 18) from \$375 to \$400 In City / from \$400 to \$425 Out of City
- Increase 9-hole/10 play pass from \$120 to \$130
- Increase 18-hole/10 play pass from \$165 to \$175
- Increase student green fee from \$15 to \$17
- Increase family day green fee (Sunday after 3pm 1 adult and 1 child (under 15 years of age plays free) from \$13 to \$15

Page 14 Natural Resources
No changes

Page 15 Operations Services – Shelter Rentals
No changes

Page 16 Switchyard Park
Changes include:

Under Pavilion

- Changed weekdays from M-F to M-Th
- Changed daily rental from \$60 per hour to \$250 per 4-hour time block
- Changed weekend and holiday rental from \$75 per hour to \$300 per 4-hour time block
- Changed rental per day weekdays from M-F to M-Th
- Increased projector rental from \$25 to \$50
- Addition of wording “per projector”
- Removed table and chair reset fee (for changes after initial set)

Under Pavilion Lawn

- Changed wording from “Amphitheatre” to “Pavilion”
- Changed weekdays from M-F to M-Th

Removed all Bosque items

Under North Activity Lawn

- Changed weekdays from M-F to M-Th

Under South Activity Lawn

- Changed weekdays from M-F to M-Th

Under Main Stage and Performance Lawn

- Addition - hourly practice use \$50 per hour
- Removed item Category I with theatrical lighting
- Removed item Category II with theatrical lighting

Under Secondary Performance Lawn

- Changed weekdays from M-F to M-Th

Page 17 Twin Lakes Recreation Center – Memberships, Rentals
No changes

Page 18 Twin Lakes Recreation Center – Facility Rental, Facility Services, Concessions
No changes

Page 19 Twin Lakes Recreation Center – TLRC Fitness
No changes

Page 20 Youth Programs – Facility Rental, Programs, Classes, and Special Events
No changes

Page 21 Miscellaneous
Changes include:

Under Non-Reverting Fund Miscellaneous

- Changed wording from “Fitness in the Park Permit” to “Hourly Park Permit”

RESPECTFULLY SUBMITTED,



Kim Clapp, Office Manager

Bloomington Parks and Recreation 2021 Price Schedule



CITY OF BLOOMINGTON
Parks and Recreation



BLOOMINGTON PARKS & RECREATION

*Administrative Transaction Fee is included in all prices

PAGE 1	Administrative Services - Equipment Rental Adult Services - Programs, Classes, Special Events Inclusive Recreation - Programs, Classes, Special Events
PAGE 2	Adult Sports - Basketball, Tennis, Softball, Volleyball Adult Sports - League Registrations, Tournaments
PAGE 3	Adult Sports/Youth Sports - Field Rental, Player Fees, Concessions
PAGE 4	Aquatics - Bryan Pool and Mills Pool Admission and Passes
PAGE 5	Aquatics - Programs, Classes, Special Events, Rentals, Concessions
PAGE 6	Banneker Center - Facility Rental, Programs, Classes, Special Events
PAGE 7	Cemetery Services
PAGE 8	Community Events - Saturday Farmers' Market - April, November
PAGE 9	Community Events - Saturday Farmers' Market - May thru October Community Events - Weekday Farmers' Market
PAGE 10	Community Events - Gardens, Waldron, Hill and Buskirk Park Stage Rental Community Events - Programs, Classes, Special Events Community Events - A Fair of The Arts, Holiday Market
PAGE 11	Community Events - Mobile Stage Rental, Other Rental
PAGE 12	Frank Southern Ice Arena - User Fees, Facility Rental Frank Southern Ice Arena - Programs, Classes, Special Events Frank Southern Ice Arena - Concessions
PAGE 13	Golf Services - Green Fees, Season Passes, Other Golf Services - Clubhouse Rentals, Program, Classes, Special Events Golf Services - Concessions
PAGE 14	Natural Resources - Launch Permits, Boat Rental, Misc. Natural Resources - Programs, Classes, Special Events
PAGE 15	Operations Services - Shelter Rental
PAGE 16	Switchyard Park - Rentals, Pavilion, Pavilion Lawn, Lawn, Stage
PAGE 17	Twin Lakes Recreation Center - Memberships Twin Lakes Recreation Center - Basketball Court Rental
PAGE 18	Twin Lakes Recreation Center - Programs, Facility Services, Rentals Twin Lakes Recreation Center - Concessions
PAGE 19	Twin Lakes Recreation Center - Fitness
PAGE 20	Youth Programs - Facility Rental, Programs, Classes, Special Events
PAGE 21	Miscellaneous
PAGE 22	Pricing Pyramid

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADMINISTRATIVE SERVICES

NON-REVERTING FUND		
EQUIPMENT RENTAL	2021 IN CITY FEES	2021 OUT of CITY FEES
Volleyball Standards	16.00 + 50.00 deposit	na
Picnic/Party Kits	15.00 + 50.00 deposit	na

PROGRAM UNIT: ADULT PROGRAMS

Cost Recovery Goal = 75%

NON-REVERTING FUND		
PROGRAMS/CLASSES/ SPECIAL EVENTS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Living and Learning Classes	7.00 - 250.00	7.00 - 313.00
Sailing at Lake Monroe-Youth Camp*	7.00 - 350.00	7.00 - 663.00
Sailing at Lake Monroe-Adult Instruction*	7.00 - 600.00	7.00 - 663.00

PROGRAM UNIT: INCLUSIVE RECREATION

Cost Recovery Goal = 2%

NON-REVERTING FUND		
PROGRAMS/CLASSES/ SPECIAL EVENTS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Special Interest Programs/Classes/Special Events	1.00 - 300.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS

Cost Recovery Goal = 75%

NON-REVERTING FUND		
LEAGUE REGISTRATIONS TOURNAMENTS TENNIS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Adult Softball League - Team Registration		
Spring	720.00	na
Fall	720.00	na
Adult Softball Tournaments	175.00-350.00	na
Forfeit Fee - Softball	25.00	na
Tennis:		
Adult Lessons - 2 per week for 4 weeks	47.00	55.00
Youth Lessons (ages 5 - 17) - 2 per week for 4 weeks	41.00	49.00
Tennis Tournament - Singles	16.00	na
Tennis Tournament - Doubles A Team	18.00	na
Volleyball:		
Adult Volleyball - Team Fee	80.00 - 200.00	na
Adult Volleyball - Individual Fee	20.00 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS/YOUTH SPORTS

Cost Recovery Goal

Adult Sports = 75% Youth Sports = 40%

GENERAL FUND & NON-REVERTING FUND		
FIELD RENTAL PLAYER FEES	2021 PARTNER FEES	2021 NON-PARTNER FEES
Winslow Sports Complex:		
Practice	16.00	18.00
Practice with lights	20.00	22.00
Weeknight Competition	23.00	25.00
Weekend Competition	25.00	27.00
With on-site maintenance	30.00	30.00
All day per field	165.00	na
Lower Cascades ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
All day per field	165.00	na
Twin Lakes ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
All day per field	165.00	na
Bryan Park ballfield rental (per hour/per field):		
Practice	10.00	na
Competition	12.00	na
Butler Park ballfield rental (per hour/per field)	10.00	na
Olcott Park ballfield rental (per hour):		
Competition Field Grandstand (South)	43.00	45.00
Non-Competition Field (North)	43.00	45.00
Olcott Park practice - either field	22.00	24.00
Olcott Park practice with lights - either field	24.00	26.00
Olcott Park - requested lining	300.00	300.00

NON-REVERTING FUND		
Concessions Services	2021 IN CITY FEES	2021 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

GENERAL FUND		
	2021 IN CITY FEES	2021 OUT OF CITY FEES
BRYAN PARK POOL		
General Admission (3 yrs. and under free)	5.00	na
Individual Season Pass includes swimming and water slide	50.00	na

GENERAL FUND		
	2021 IN CITY FEES	2021 OUT OF CITY FEES
MILLS POOL		
General Admission (3 yrs. and under free)	5.00	na
Individual Season Pass	50.00	

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Group swimming lessons (both Bryan and Mills pools)	60.00	70.00
Lifeguard training and WSI and Lifeguard Instructor	100.00 - 300.00	na
AquaFit	60.00 - 120.00	na

RENTALS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Bryan Pool private rental - entire facility: main pool, waterslides, Limestone Lagoon	325.00/hour	na
Bryan Pool private rental: main pool only	275.00/hour	na
Mills Pool private rental: entire facility	200.00/hour	na
Mills Pool - Open Swim Day Rental Half Day Rental Open to the public for general admission	750.00	na
Mills Pool - Open Swim Day Rental Full Day Rental Open to the public for general admission	1200.00	na

NON-REVERTING FUND		
Concessions Services	2021 IN CITY FEES	2021 OUT OF CITY FEES
Concession items	.50 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: BANNEKER COMMUNITY CENTER

Cost Recovery Goal = 20%

NON-REVERTING FUND		
FACILITY RENTAL	2021 IN CITY FEES (plus deposit - see below)	2021 OUT OF CITY FEES (plus deposit - see below)
Rental during operational hours	per hour	per hour
Category A* - any room	0.00	0.00
Category B** - any room	0.00	0.00
Category C*** - kitchen	30.00	na
Category C*** - 3rd floor	40.00	na
Category C*** - Gymnasium	45.00	na
Category C*** - Gymnasium Bulk	40.00	
Rental during non-operational hours		
Category A* - any room	0.00	0.00
Category B** - gymnasium	35.00	na
Category B** - whole building	75.00	na
Category B** - gymnasium bulk rate	30.00	
Category C*** - gymnasium bulk rate	50.00	
Category C*** - kitchen	40.00	na
Category C*** - Gymnasium	55.00	na
Category C*** - 3rd floor	45.00	na
Category C*** - whole building	140.00	na

*CATEGORY A = Parks department/City departments/MCCSC

**CATEGORY B = Not-for-profit groups/Parks department affiliates

***CATEGORY C = Private use

A fee will be negotiated to any fund-raising or profit-making venture based on type, price, and volume of product being sold, with final approval by the Department Administrator.

All rentals require a 50% deposit.

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Special Events & Classes	0.00-200.00	na
Banneker Summer Camp	10.00/wk	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: CEMETERY SERVICES

Cost Recovery Goal = 3%

ROSE HILL CEMETERY - GENERAL FUND		
	2021 IN CITY FEES	2021 OUT OF CITY FEES
LOT SALES		
Individual lots	NONE AVAILABLE	NONE AVAILABLE
Plot Survey Request	25.00-200.00	25.00-200.00
Cremain lots - per space	600.00	725.00
Mausoleum niches for ashes	1400.00	1500.00
MAUSOLEUM		
INTERMENT/DISINTERMENT		
Monday - Friday	600.00 with additional fee of 175.00 if arriving after 2 pm	600.00 with additional fee of 175 if arriving after 2 pm
Saturday	825.00 with additional fee of 175.00 if arriving after 2 pm	825.00 with additional fee of 175.00 if arriving after 2 pm
INURNMENT/DISINURNMENT		
Monday - Friday	450.00 with additional fee of 175.00 if arriving after 2 pm	450.00 with additional fee of 175.00 if arriving after 2 pm
Saturday	675.00 with additional fee of 175.00 if arriving after 2 pm	675.00 with additional fee of 175.00 if arriving after 2 pm
WHITE OAK CEMETERY - GENERAL FUND		
	2021 IN CITY FEES	2021 OUT OF CITY FEES
LOT SALES		
Individual lots - per space (4' x 10")	750.00	900.00
Trustees (includes lot and interment)	550.00	550.00
BOTH ROSE HILL & WHITE OAK CEMETERY - GF		
	2021 IN CITY FEES	2021 OUT OF CITY FEES
INTERMENT/DISINTERMENT		
GROUND		
Monday - Friday	750.00 with additional fee of 300.00 if arriving after 2 pm	750.00 with additional fee of 300.00 if arriving after 2 pm
Saturday	1000.00 with additional fee of 300.00 if arriving after 2 pm	1000.00 with additional fee of 300.00 if arriving after 2 pm
INURNMENT/DISINURNMENT		
Monday-Friday	450.00 with additional fee of 175.00 if arriving after 2 pm	450.00 with additional fee of 175.00 if arriving after 2 pm
Saturday	675.00 with additional fee of 175.00 if arriving after 2 pm	675.00 with additional fee of 175.00 if arriving after 2 pm

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MKT

Cost Recovery Goal = 100%

NON-REVERTING FUND		
FARMERS' MARKET SATURDAYS IN APRIL (based on 4 Market days)	2021 IN CITY FEES	2021 OUT OF CITY FEES
Application Fee*	20.00	na
April- Saturday Farmers' Market reserved spaces:		
Large space	84.00 (\$21/day)	na
Large space - Senior** or Youth*** rate	60.00 (\$15/day)	na
Small space	52.00 (\$13/day)	na
Small space - Senior** or Youth*** rate	40.00 (\$10/day)	na
April- Saturday Farmers' Market unreserved spaces:		
Large space - per day	21.00	na
Large space - Senior** or Youth*** rate - per day	15.00	na
Small space - per day	13.00	na
Small space - Senior** or Youth*** rate - per day	10.00	na

NOVEMBER FARMERS' MARKET (based on 3 "regular" Market days in November) (4th Market Day in November is the Holiday Market)	2021 IN CITY FEES	2021 OUT OF CITY FEES
Application Fee*	20.00	na
Large space	63.00 (\$21/day)	na
Large space - Senior** or Youth*** rate	45.00 (\$15/day)	na
Small space	39.00 (\$13/day)	na
Small space - Senior** or Youth*** rate	30.00 (\$10/day)	na
Farmers' Market unreserved spaces:		
Large space - per day	21.00	na
Large space - Senior rate** - per day	15.00	na
Small space - per day	13.00	na
Small space - Senior** or Youth*** rate per day	10.00	na
Holiday Market - reserved large	30.00	na
Holiday Market - local product for profit	40.00	na
Holiday Market - local product non-profit	25.00	na

* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: verifying application information, vendor newsletter, and being added to the Market mailing list.

** Senior rate applies only if all vendors on contract are 60 years of age or older

*** Youth rate applies only if all vendors on contract are 16 years of age or younger

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MARKET

Cost Recovery Goal = 100%

NON-REVERTING FUND		
FARMERS' MARKET SATURDAYS IN MAY THRU OCTOBER	2021 IN CITY FEES	2021 OUT OF CITY FEES
Application Fee*	20.00	na
Saturday Farmers' Market reserved spaces:		
Large space	567.00	na
Large space - Senior** or Youth*** rate	405.00	na
Small space	357.00	na
Small space - Senior** or Youth*** rate	270.00	na
Farmers' Market unreserved spaces:		
Large space - per day (same for 2nd space)	21.00	na
2nd space)	15.00	na
Small space - per day (same for 2nd space)	13.00	na
Small space - Senior** or Youth*** rate per day (same for 2nd)	10.00	na

WEEKDAY FARMERS' MARKET	2021 IN CITY FEES	2021 OUT OF CITY FEES
Application Fee*	20.00	na
Weekday Farmers' Market reserved spaces:		
Space	216.00 (\$12.00/day)	na
Space - Senior** or Youth*** rate per day	180.00 (\$10.00/day)	na
Weekday Farmers' Market unreserved spaces:		
Space - per day	12.00	na
Space - Senior** or Youth*** rate per day	10.00	na

MISCELLANEOUS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Registration for Farm Programming	5.00 - 100.00	na
Information Table - Application Fee	10.00	na
Information Table space - per day	10.00	na
Prepared Food Vendor/Food Trucks/Pushcarts	7.5% of gross proceeds	na
Mushroom Inspection per occurrence	5.00	na

* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: Verifying application information, vendor newsletter, and being added to the Market mailing list.

** Senior rate applies only if all vendors on contract are 60 years of age or older

*** Youth rate applies only if all vendors on contract are 16 years of age or younger

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND		
GARDENS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Willie Streeter Gardens***		
large plots (10' x 20')	75.00	87.00
small plots (10' x 10')	40.00	47.00
raised beds (10' X 10')	40.00	47.00
Garden clearing fee - large plots	60.00-120.00	na
Garden clearing fee - small plots	30.00-60.00	na
Garden clearing fee - raised beds	30.00-60.00	na
Supplemental Service	25.00-75.00	na
Rev. Butler Park Gardens***		
large plots (avg 140 sq. ft.)	53.00	62.00
small plots (avg 95 sq. ft.)	40.00	47.00
raised beds	40.00	47.00
Supplemental Service	25.00-75.00	na
Switchyard Park Gardens***		
raised beds	40.00	47.00
Garden clearing fee - raised beds	30.00-60.00	na
Supplemental Service	25.00-75.00	na
STAGE RENTAL	2021 IN CITY FEES	2021 OUT OF CITY FEES
Waldron, Hill, and Buskirk Park		
Category I* without lights	100.00 per day	na
Category I* with theatrical lights	125.00 per day	na
Category II* without lights	125.00 per day	na
Category II** with theatrical lights	156.00 per day	na
Deposit on stage rental - refundable	50.00	na
Rehersal Fee	25.00/per hour	
Switchyard Park Stage Rental		
See page #16		
PROGRAMS/CLASSES	2021 IN CITY FEES	2021 OUT OF CITY FEES
SPECIAL EVENTS		
Special Events & Classes	0-200.00	na
A FAIR OF THE ARTS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Application Fee	15.00	na
Booth Space Range	37.00-70.00	na
HOLIDAY MARKET ARTS FAIR	2021 IN CITY FEES	2021 OUT OF CITY FEES
Jury Fee	20.00	na
Booth Space - Indoor 6x8'	65.00	na
Booth Space - Indoor 4x6'	60.00	na
Booth Space - Outdoor 10x10'	55.00	na
Electricity w/Booth Space	10.00	na

* Category I - Not-for-Profit groups (must provide proof of 501 © 3 status at time of rental)

**Category II - Profit making groups/all other groups

*** Community Garden Plots will be discounted by 50% for gardeners who have already rented a plot and would like an additional plot after June 30, 2021.

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND		
	2021 IN CITY FEES	2021 OUT OF CITY FEES
MOBILE STAGE RENTAL		
Mobile Stage rental		
without lights - Category I*	750.00/day +375.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
with theatrical lights - Category I*	1,000.00/day +500.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
without lights - Category II**	1,000.00/day +500.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
with theatrical lights - Category II**	1,250.00/day +625.00 deposit	na
Stage Supervisor***	20.00 - 30.00***	na

***STAGE SUPERVISOR MANDATORY WITH ALL MOBILE STAGE RENTALS

***FEE IN RANGE TO BE DETERMINED BY EVENT & STAFFING AVAILABILITY

	2021 IN CITY FEES	2021 OUT OF CITY FEES
OTHER RENTAL		
Stage Platforms		
for 7 platforms	365.00/day +185.00 deposit	na
single platform	60.00/day +75.00 deposit	na
Risers (small platforms)		
6 platforms	365.00/day +185.00 deposit	na
single platform	60.00/day +75.00 deposit	na
Stairs	\$50.00/day + \$25.00 deposit	na

* Category I - Not-for-Profit groups (must provide proof of 501(c)3 status at time of rental)

**Category II - Profit making groups/all other groups

Groups are responsible for transporting and set up.

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: FRANK SOUTHERN ICE ARENA

Cost Recovery Goal = 75%

GENERAL FUND

USER FEES FACILITY RENTAL	2020/2021 IN CITY FEES	2020/2021 OUT OF CITY FEES
Public Skating (ages 4 and under FREE)	6.00	na
Skate Rental	3.00	na
Economy Pass (10 admissions)	54.00	na
Group Rates - Skates included	5.00	na
Group Rates - Skates excluded	4.00	na
Drop-In Hockey (formerly Stick & Puck)	10.00	na
Skate Sharpening		
Drop off	6.00	na
New Skates	10.00	na
Immediate service	7.00	na
Rink Rental	per hour	per hour
Prime Time (8 a.m. - 11 p.m.)	230.00	na
Non-Prime Time	220.00	na
Birthday Party Room (flat fee)	60.00	na
Birthday Party Room Package (10 adm w/skates)	100.00	na
Ice Show Performers	40.00	na

NON-REVERTING FUND

PROGRAMS/CLASSES SPECIAL EVENTS	2020/2021 IN CITY FEES	2020/2021 OUT OF CITY FEES
Men's League 12 games & 1 tournament	170.00	185.00
Group Lessons/per participant - The Skating School	(fall 2020) 80.00	(fall 2020) 90.00
Hockey Initiation	55.00	60.00
Youth Hockey - Cubs	175.00	190.00
Youth Hockey - all others	260.00	275.00
Special Events	2.00 - 100.00	na

Concessions Services	2020/2021 IN CITY FEES	2020/2021 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: GOLF SERVICES

Cost Recovery Goal = 85%

GENERAL FUND		
GREEN FEES/SEASON PASSES OTHER	2021 IN CITY FEES	2021 OUT OF CITY FEES
Cascades Special - 18 Holes & Cart	35.00	na
Green Fees	22.00	na
Green Fees - 9 holes	15.00	na
Twilight Green Fees	17.00	na
League play Green Fees	13.00	na
Adult season pass	550.00	590.00
Spouse season pass	220.00	250.00
Family season pass	800.00	900.00
Senior (age 62+) season pass	500.00	540.00
Senior Spouse (age 62+) season pass	220.00	250.00
Junior season pass (18 and under)	220.00	250.00
Student 18 over Valid Student ID	400.00	425.00
9-hole/10 play pass - each visit is one play	130.00	130.00
18-hole/10 play pass - each visit is one play	175.00	175.00
Locker rental (includes sales tax)	40.00	40.00
Range Balls - per bucket (large and small)	6.00 and 4.00	na
20 Bucket Range Ball Pass	100.00	na
Cart rental - per person - 9 holes	7.50	na
Cart rental - per person - 18 holes	15.00	na
Spectator cart rental - 9 holes	15.00	na
Spectator cart rental - 18 holes	25.00	na
Tournament Fee	25.00	na
Tournament/Outings - per person varies by number of players & format	13.00 - 36.00	na
Student Green Fee - with student I.D.	17.00	na
Family Day Green Fee - Sunday after 3pm 1 adult and 1 child (under 15 years of age plays free)	15.00	na
2021 Pine 9 Special - with cart	1.00 per hole	na
NON-REVERTING FUND		
CLUBHOUSE RENTAL PROGRAMS/CLASSES/SPECIAL EVENTS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Banquet Room per any day of the week	400.00	na
Banquet Room per hour any day of the week	50.00	na
Banquet Room per day with golf outing event	100.00	na
Conference Room any day of the week	150.00	na
Conference Room per hour any day of the week	25.00	na
Junior Golf Camp	90.00	100.00
Group Golf Clinics	20.00	25.00
League Fees	5.00 - 25.00	na
Tournament Entry	15.00 - 50.00	na
Prize Fund	1.00 - 15.00	na
Concessions Services	2021 IN CITY FEES	2021 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: NATURAL RESOURCES

Cost Recovery Goal = 20%

NON-REVERTING FUND		
LAUNCH PERMITS BOAT/CANOE RENTAL/MISC PROGRAMS/CLASSES SPECIAL EVENTS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Launch Permits:		
Annual - non-motorized	80.00	na
2nd annual - non-motorized	20.00	na
Daily permit	8.00	na
Canoe/Boat rental:		
Per hour	8.00	na
10 pass	70.00	na
Late Fee (all boats returned after closing hours)	20.00	na
Misc./life jacket rental	1.00	na
Life jacket rental	1.00	na
Replacement fee (lost, stolen, damaged items - such as life jackets and paddles does not include boats)	50.00	na
Educational Programs:		
Private groups	25.00/hr (up to 15 persons)	na
Individual - depending on program	0.00 - 50.00/hr	na
Wapehani Cycling events:		
1 to 100 participants	100.00	na
over 100 participants	1.00 each	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: OPERATIONS SERVICES

Cost Recovery Goal = 5%

NON-REVERTING FUND		
SHELTER RENTAL	2021 IN CITY FEES	2021 OUT OF CITY FEES
Small picnic shelter: (weekdays M-F)		
Bryan-Henderson	53.00	na
Bryan - North	53.00	na
Building Trades	53.00	na
RCA	53.00	na
Small picnic shelter: (weekends & holidays)		
Bryan-Henderson	56.00	na
Bryan - North	56.00	na
Building Trades	56.00	na
RCA	56.00	na
Large Picnic Shelter: (weekdays M-F)		
Bryan - Woodlawn	66.00	na
Winslow Woods	61.00	na
Lion's Den (Upper Cascades)	66.00	na
Sycamore (Lower Cascades North)	76.00	na
Waterfall (Lower Cascades South)	66.00	na
Young Pavilion (Olcott Park)	66.00	na
RCA Group	61.00	na
Switchyard Park	75.00	na
Large Picnic Shelter: (weekends & holidays)		
Bryan - Woodlawn	81.00	na
Winslow Woods	71.00	na
Lion's Den (Upper Cascades)	81.00	na
Sycamore (Lower Cascades North)	91.00	na
Waterfall (Lower Cascades South)	81.00	na
Young Pavilion (Olcott Park)	81.00	na
RCA Group	71.00	na
Switchyard Park	90.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: SWITCHYARD PARK

Cost Recovery Goal = ?

NON-REVERTING FUND		
	2021 IN CITY FEES	2021 OUT OF CITY FEES
Pavilion		
Rental (per 4 hour time block) (weekdays M-Th)	250.00	na
Rental (per 4 hour time block) (weekends & holidays)	300.00	na
Rental (per day) (weekdays M-Th)	500.00 +250.00 deposit per day	na
Rental (per day) (weekends & holidays)	600.00 +300.00 deposit per day	na
Projector use (per projector/per day)	50.00	na
Pavilion Lawn (per day)		
Rental (weekdays M-Th)	75.00	na
Rental (weekends & holidays)	90.00	na
North Activity Lawn (per day)		
Rental (weekdays M-Th)	75.00	na
Rental (weekends & holidays)	90.00	na
South Activity Lawn (per day)		
Rental (weekdays M-Th)	75.00	na
Rental (weekends & holidays)	90.00	na
Main Stage and Performance Lawn (per day)		
Hourly Practice Use (per hour)	50.00	na
Category I* - w/o theatrical lighting***	200.00 +100.00 deposit per day	na
Category II** - w/o theatrical lighting***	250.00 +125.00 deposit per day	na
Secondary Performance Lawn rental (per day)		
Rental (weekdays M-Th)	75.00	na
Rental (weekends & holidays)	90.00	na
Gardens see page #10 for garden rental		
Shelters see page #15 for picnic shelter rental		

ALL RENTALS OVER 100 PEOPLE, USING ADDITIONAL PHYSICAL INFRASTRUCTURE, OR ALCOHOL CONSUMPTION MAY ALSO REQUIRE A SPECIAL USE PERMIT AND ADDITIONAL COSTS

* Category I – Not-for-Profit groups (must provide proof of 501c3 status at time of rental.

** Category II – Profit making groups /all other groups

*** May require renter to provide security and/or sound tech ***

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND		
MEMBERSHIPS/RENTALS	2021 Daily	2021
Memberships*		
Daily: 6 & under	N/C	
Daily fee for ages 7 to 18 and 62+	7.00	
Daily fee for ages 18 and over	8.00	
Adult (direct debit) monthly		35.00
Student (direct debit) monthly		30.00
Senior (direct debit) monthly		30.00
Two Person (direct debit) monthly		55.00
Two Senior (direct debit) monthly		45.00
Family (direct debit) monthly		65.00
Adult monthly		40.00
Student monthly		30.00
Senior monthly		35.00
Two Person monthly		60.00
Two Senior monthly		50.00
Family monthly		70.00
Adult 6 Month PIF		200.00
Student 6 Month PIF		155.00
Senior 6 Month PIF		175.00
Two Person 6 Month PIF		300.00
Two Senior 6 Month PIF		250.00
Family 6 Month PIF		350.00
Adult 12 Month PIF		360.00
Student 12 Month PIF		270.00
Senior 12 Month PIF		315.00
Two Person 12 Month PIF		540.00
Two Senior 12 Month PIF		450.00
Family 12 Month PIF		630.00
COB Employee Rate - Adult - (direct debit)	n/a	* 27/month
COB Employee Rate - 2 Adult - (direct debit)	n/a	* 42/month
COB Employee Rate - Family - (direct debit)	n/a	* 49/month
COB Employee Rate - Adult - 6 Month PIF	n/a	150.00
COB Employee Rate - 2 Adult - 6 Month PIF	n/a	225.00
COB Employee Rate - Family - 6 Month PIF	n/a	263.00
COB Employee Rate - Adult - 12 Month PIF	n/a	270.00
COB Employee Rate - 2 Adult - 12 Month PIF	n/a	405.00
COB Employee Rate - Family - 12 Month PIF	n/a	473.00
Pro-rated fee for 2 Adult/Family		2.00 - 54.00
CITY ID needed as verification of employment. COB rate is for employees with benefits only.		
RENTALS	IN-CITY	OUT OF CITY
Basketball competitions, per court. Renter has option of keeping the admissions revenue.	40.00/court	na
Basketball Practice - full court	30.00/court	na
Basketball Practice - full court bulk use	25.00/court	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND		
PROGRAMS/CLASSES	2021 IN CITY FEES	2021 OUT OF CITY FEES
Basketball Leagues		
*Season I	75.00/player	na
*Season II	85.00/player	na
*Season III	85.00/player	na
*Late Registration Fee	10.00	na
Basketball Clinics	25.00-80.00	na
COURT/FIELD RENTAL - PER HOUR	2021 IN CITY FEES	2021 OUT OF CITY FEES
Turf Field - Summer (Apr - Sept)	70.00/hour	na
Turf Field - Regular (Oct - March)	100.00/hour	na
PARTIES	2021 IN CITY FEES	2021 OUT OF CITY FEES
Party Room	45.00/hour	na
Party Room Rental w/court use	65.00/hour	na
Party Room Rental w/turf (Apr-Sept)	105.00/hour	na
Party Room Rental w/turf (Oct-Mar)	130.00/hour	na
Party Room Rental w/studio A or B	80.00/hour	na
ROOM RENTALS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Entire Lower Level	155.00/hour	na
Studio A	65.00/hour	na
Studio B	60.00/hour	na
Program Room	45.00/hour	na
FACILITY RENTAL - PER HOUR	2021 IN CITY FEES	2021 OUT OF CITY FEES
6 FT Rectangle Table	6.00/day	na
8 FT Rectangle Table	7.00/day	na
60" Round Table	8.00/day	na
Folding Chairs (white plastic, padded or non-padded)	1.00/day	na
these furnishings are available for TLRC facility rental use only		
CONCESSIONS SERVICES	2021 IN CITY FEES	2021 OUT OF CITY FEES
Concession items	.25 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TLRC FITNESS

Cost Recovery Goal = 100%

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Instructional classes - depending on class type	5.00 - 200.00	na
Personal Training	130.00 - 895.00	na
Group Fitness classes	10.00 - 100.00	na
Private Fitness classes	50.00 - 300.00	na
Punch Passes	7.00 - 60.00	na
Fitness assessments	5.00 - 50.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: YOUTH PROGRAMS

Cost Recovery Goal = 50%

Allison-Jukebox Community Center

NON-REVERTING FUND

	2021 IN CITY FEES	2021 OUT OF CITY FEES
FACILITY RENTAL		
All Allison Jukebox rentals require a 50% deposit		
Activity rooms (two available)	per hour	per hour
Category A*	35.00	na
Category B**	45.00	na
Category C***	55.00	na
Restroom only with park use	per hour	per hour
Category A*	30.00	na
Category B**	40.00	na
Category C***	50.00	na
Whole Building	per hour	per hour
Category A*	55.00	na
Category B**	65.00	na
Category C***	85.00	na

*CATEGORY A = Parks department/City departments/MCCSC

**CATEGORY B = Not-for-profit groups/Parks department affiliates

***CATEGORY C = Private use

	2021 IN CITY FEES	2021 OUT OF CITY FEES
PROGRAMS/CLASSES		
SPECIAL EVENTS		
Kid City Camps*	per week	per week
Kid City Original	175.00	180.00
Kid City Quest	165.00	170.00
CIT program - grades 8 - 10 (2 week sessions)	175.00	180.00
Kid City Break Days - per day**	40-45	45-50
Programs/Classes/Special Events	1.00-300.00	1.00-300.00

* a non-refundable deposit of \$35/session/child is due at time of registration - deposit is applied to session fee

** a \$5.00 late fee will be assessed for Break Days late registrations beginning August 2020

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: MISCELLANEOUS

GENERAL FUND		
MISCELLANEOUS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Application Fee - Fee Waiver	5.00	na*
Return Check Fee	20.00	na

* Out-of-City residents are not eligible to receive Fee Waivers

NON-REVERTING FUND		
MISCELLANEOUS	2021 IN CITY FEES	2021 OUT OF CITY FEES
Health/Wellness services	5.00 - 60.00	na
Late registration fees		
Programs with fees \$50.00 or less	5.00	na
Programs with fees \$50.01 - \$149.99	10.00	na
Programs with fees \$150.00 or more	25.00	na
Transaction fees		
Admission/Entry fees	.10 - .50	na
Registration/Player fees	1.00 - 2.00	na
Membership/Team fees	na	na
Program fees		
Programs under \$10.00	0.50	na
Programs over \$10.00	1.00	na
Hourly Park Permit	10.00/hr	na
Advertising	400-30,000	na
Sponsorship	100-5,000	na
Permit Processing fees		
Category A*	0.00	na
Category B**	10.00	na
Category C***	15.00	na
Category D****	30.00	na
Category E*****	150.00	na
Application Fees	25.00	na
Vending Fees	\$25 non-profit \$35 profit	na
Alcohol Permit Fee (Approval required)	\$200 or 10% gross whichever is higher	na
Damage Deposit (refundable)	75.00	na
Return Check Fee	20.00	na

* Category A - Parks department/City departments/MCCSC

** Category B - Not-for-Profit groups/department affiliates

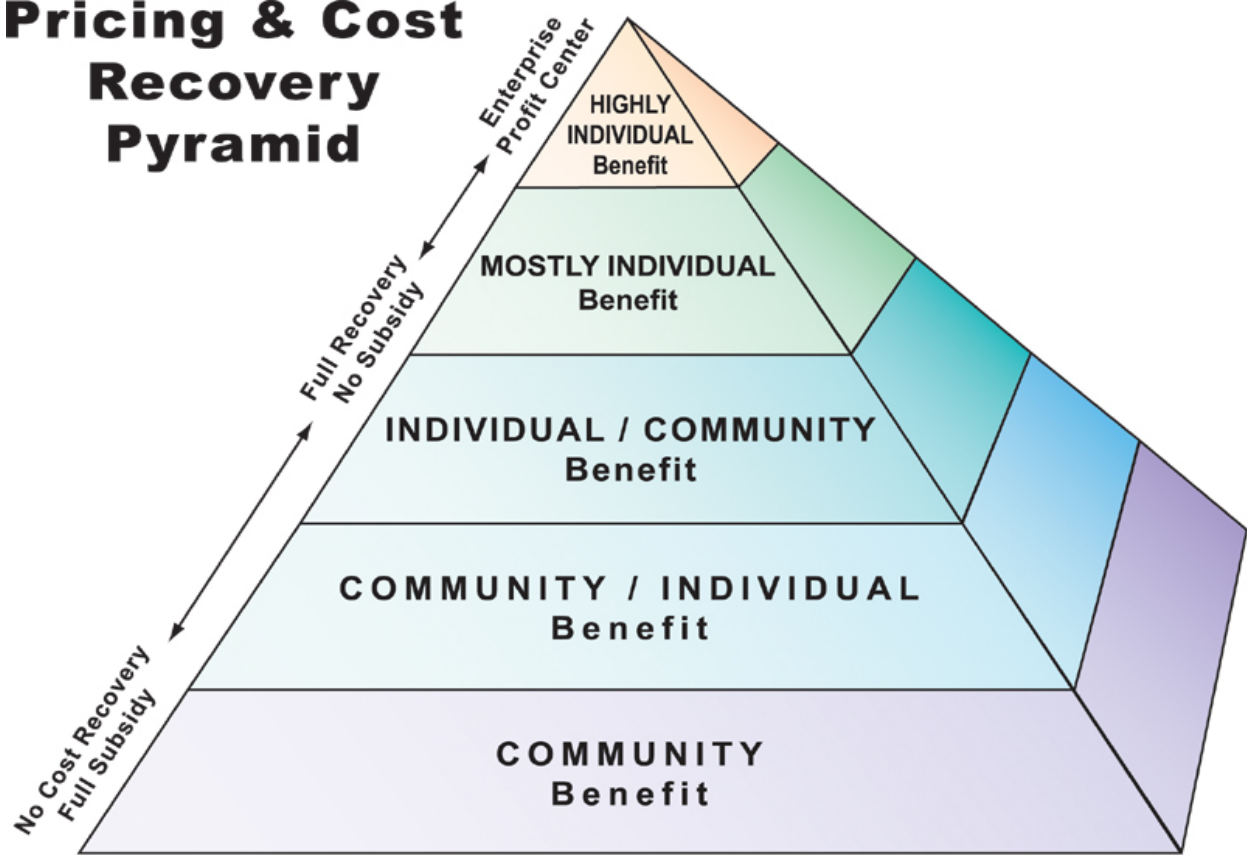
***Category C - Private use - City residents

****Category D - Private use - Out-of-City residents

*****Category E - Special Event - for large-scale special events, department staff will determine which events fall under this category, based on size, scope and nature of event.

A fee will be negotiated to any fund-raising or profit making venture based on type, price and volume of product being sold, with final approval by the department Administrator.

Pricing & Cost Recovery Pyramid



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STAFF REPORT

Agenda Item: C-2
Date: 11/13/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson- Community Events Manager
DATE: November 17, 2020
SUBJECT: POLICY MANUAL UPDATES

Recommendation

Staff recommends approval of the following updated Parks and Recreation Policies; 2120, 7010, 9010, 13090, 13100, 13110, 13150, and 13160.

Background

The Parks and Recreation Department has a Policy Manual that guides the procedures and processes for the department. Periodically these policies are reviewed and updated as our facilities and processes change. Updating the Policy Manual is also a requirement in the CAPRA accreditation standards.

2120 Equipment Rental by Public: Updated equipment list and availability.

7010 General Finance: Updated language concerning the tracking of donations as well as updated language on the end of the day reports and responsibilities.

9010 Parks Foundation By-Laws: These were updated by the Parks Foundation on 2015, but were not updated in the Policy Manual at that time.

13090 Animal Restrictions in Parks: Updated language to include no pets at the Farmers' Markets in the food selling areas and removed Peoples Park as a restricted area. Removed information about the initial resolution made by the Park Board.

13100 Mobile Stage Policy: Updated language regarding staff time and staff responsibilities concerning weather decisions and protocols. Updated information concerning firearms at events.

13110 Land Acquisition: Removed information about the 2002 Community Interest Survey.

13150 Geocaching in Parks: Removed language about the development of the resolution. Removed the information about firearms not being allowed in parks. Updated language concerning prohibited items in parks.

13160 Metal Detectors in Parks: Removed language about the development of the initial resolution. Removed the information about firearms not being allowed in parks. Updated language concerning prohibited items in parks.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, reading "Leslie Brinson". The signature is written in a cursive, flowing style. The first name "Leslie" is written with a large, looped 'L' and the last name "Brinson" follows in a similar cursive script.

Leslie Brinson, Community Events Manager

Administration Policies - 2120

Date: January 27, 2015

Accreditation Standard #:

POLICY RE: Equipment for Rent by Public

Purpose: This policy has been established expressly to specify equipment that is available for rental/usage.

The Bloomington Parks and Recreation Department has picnic kits, volleyball kits and birthday kits available for rental to the public. To rent the equipment, a rental form must be filled out and turned into the administrative office at 401 N. Morton Street. Kits are available on a first come, first served basis. Kits contain the following items at the following costs:

Picnic Kit: Choose any 3 items

Softball with bat, horseshoes, ~~frisbee~~**Frisbee**, wifflebat with ball, buddy walkers, catch ball, flag football, hop sacks, kickball, parachute, super catch, tug of war rope

Fee: Current charge per Board approved Price Schedule plus **deposit**

~~Volleyball Standard:~~

~~Volleyball, net, poles, stakes, and a bag~~

~~Fee: —Current charge per Board approved Price Schedule plus **deposit**~~

~~Megapalace:~~

~~Collapsible indoor/outdoor play structure~~

~~Fee: —Current charge per Board approved Price Schedule plus **deposit**~~

Performance Equipment

Areas within Bloomington Parks and Recreation may request the use of sound equipment, lighting equipment, mobile stage, risers, and/or extenders at no charge when they are not scheduled for use by the Community Events area.

Individuals outside of the Bloomington Parks and Recreation Department may request to reserve/rent the mobile stage, extenders, and risers. See Policy 13100.



Financial Policies – 7010

Date: November 10, 2014

Accreditation Standard #: 5.1

POLICY RE: General Finance

Tax Exempt Status – The department is a tax exempt entity. The tax exempt number is listed on all city procurement cards, or is available from the Account Clerk if needed.

Donations – All donations (in kind, services, monetary, equipment and materials) need to be recorded on a donor spreadsheet and submitted to the Special Services Coordinator. All donations need to be recorded (in kind, services, monetary, equipment and materials). Solicitations of donations should be discussed with the Special Services Coordinator or the Community Relations Manager prior to staff contact with a potential donor.

General Fund – The Parks and Recreation General Fund is the operating fund appropriated by the City Council and approved by the Parks Board for the annual budgeted expenses of the department. This fund is separate from the Civil City General Fund.

The fiscal year is from January 1 to December 31. Any unencumbered balance remaining in the Parks and Recreation General Fund on December 31 reverts to the Parks and Recreation General Fund Balance. It is not available except by special appropriation by the City Council and Parks Board.

Foundations – The Bloomington Community Park and Recreation Foundation is a separate entity and accepts gifts, donations, bequests, endowments, etc. Donations may be designated for specific uses.

Checks for donations should be made out to the Bloomington Community Park and Recreation Foundation. The funds may be used for special activities or services not appropriated for General Fund or Non-reverting Fund expenditures. Requests for funds on deposit should be approved by the Foundation treasurer or his/her designee. The receipt must be attached.

Non-reverting Fund – The Non-reverting Fund is an enterprise fund established through the collection of program fees that are not obligated as revenue to offset General Fund expenditures. The Non-reverting Fund is under the same State of Indiana regulations which apply to the General Fund.

Any balance remaining at the end of the year is carried over to the next fiscal year. The purpose of the Non-reverting Fund is to offset direct program expenditures (staff, supplies, materials, etc.) for entrepreneurial programs and services

Change Funds – The only approved Change Funds are for cash register change for daily operations of facilities and special programs/events. These funds are issued at the opening of the facility or program/event and are returned at the end of the operating season or program/event.



Financial Policies – 7010

Date: November 10, 2014

Accreditation Standard #: 5.1

Funds kept overnight at a facility must be securely locked. These arrangements are made with the Division Director.

Quietus – After daily deposits are verified by the Office management staff and posted, a Quietus Form- Revenue Collection Edit Listing Report will be provided to the Controller's Officebookkeeping office. This formreport, ran from New World prepared by the controller's office by Office management staff, may represent several deposits and should be matched with the appropriate deposits.

Receipts – In general, receipts are always to be given when funds are received from an individual for program services, with the exception of admissions and concessions. Voided receipts should be stapled into the receipt book. Receipt books are numbered and are issued by the Office management staff ~~Manager~~ as needed.

Records – Program managers are expected to maintain a separate financial record of transactions for their own accounting purposes. ~~The Business/Special Projects Manager will produce and distribute a monthly expense/revenue report to all program managers.~~



Foundation Policies - 9010

Date: October 27, 2009
Updated: January 21, 2015
Reviewed: October 23, 2020

POLICY RE: Bloomington Community Park and Recreation Foundation Bylaws

The Bloomington Community Park and Recreation Foundation is governed by bylaws outlining operating procedures, members, meetings, board of directors, officers, and committees.

BY-LAWS OF BLOOMINGTON COMMUNITY PARK AND RECREATION FOUNDATION, INC.

ARTICLE I. GENERAL PURPOSES

Bloomington Community Park and Recreation Foundation, Inc. (the “Bloomington Parks Foundation”) is a nonprofit corporation, which is organized and shall be operated exclusively within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor provision of the law. (the “Code”). The Bloomington Parks Foundation may engage in any form or type of business for any lawful purpose or purposes not prohibited to nonprofit corporations under the laws of the State of Indiana, not inconsistent with Code section 501(c)(3), and the purposes specified in the Bloomington Parks Foundation’s Articles of Incorporation. The Bloomington Parks Foundation shall have all the rights, powers, privileges, and immunities which are now, or thereafter may be, allowed to nonprofit corporations under the laws of the State of Indiana. Bloomington Parks Foundation is formed as a non-profit corporation which is organized primarily for charitable purposes. Bloomington Parks Foundation is exclusively organized for the purpose of:

1. To receive gifts, legacies, and devises to be used (a) for providing future park lands and facilities; (b) for providing specific recreation and park programs that may not otherwise be available from other agencies or governmental units, all within the Bloomington Community area which shall be defined as the territorial limits of Monroe County, Indiana.
 2. To receive, hold title to, administer, sell, lease or otherwise dispose of real and personal property or interests therein; to use said property or the proceeds thereof for the purposes herein above set forth in paragraph one of this Article II.
 3. To transfer any real property, interest therein or other assets which it may hold from time to time to any governmental agency or other suitable agency which is duly authorized and able to receive and administer the same for the purposes set out above.
 4. To carry on such other activities as may be incidental to or will assist in the accomplishment of the above purposes.
-



Foundation Policies - 9010

Date: October 27, 2009

Updated: January 21, 2015

Reviewed: October 23, 2020

5. To dispose of its assets in the event of the dissolution of its affairs in strict compliance not only with the laws of Indiana, but the provisions of the United States Internal Revenue Code of 1986, as amended, as such would apply to this Corporation and its assets under said Code.

6. No officer, director, or member (if any) of the Corporation shall derive any pecuniary gain or profit incidental or otherwise from the Corporation or the operation thereof. The Bloomington Parks Foundation may solicit, collect, and receive monies, funds, and securities, by contributions, gifts, grants, or loans. Any such monies or property will be used exclusively for the aforesaid purposes.

ARTICLE II. DIRECTORS

Section 1. General Provisions

The business and affairs of the Bloomington Parks Foundation shall be managed under the direction of its Board of Directors consisting of the current Board of Directors (see attached Exhibit A). In addition to the powers expressly conferred upon them by these By-Laws and the Articles of Incorporation, the Board of Directors may exercise all the powers granted to Directors of such corporations under the Indiana Non Profit Corporation Act of 1991. From time to time, the Board of Directors may delegate to Officers of the Bloomington Parks Foundation such powers and duties as it may see fit in addition to those specifically provided in these By-Laws.

Section 2. Number and Tenure

1. The Board of Directors shall consist of no less than twelve (12) Directors and no more than thirty-six (36) Directors with the exact number to be set by the Board of Directors from time to time. The current Board of Directors consists of twenty-five (25) Directors who have been and shall be elected in the manner set forth herein. The current Board of Directors are: see Exhibit A attached hereto.

One Director shall be the immediate Past President of the Board of Directors. The remaining Directors shall be elected by the members at the annual meeting of the Foundation. The term of office shall be three (3) years. The terms shall be staggered so that approximately one-third (1/3) of the elected Board is elected each year. There shall be no limit on the number of terms a Director may serve. The directors shall have the voting rights and powers on all matters including operations of and decisions affecting the Bloomington Parks Foundation. In addition to the elected Directors, there shall be three (3) Ex Officio Directors as follows:

1. A person appointed by the Mayor of the City of Bloomington, Indiana.
2. The President of the Board of the Parks and Recreation Department of the City of Bloomington, Indiana.
3. The Director of the Parks and Recreation Department of the City of Bloomington, Indiana.



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Date: October 27, 2009

Updated: January 21, 2015

Reviewed: October 23, 2020

Ex Officio Directors shall be entitled to participate in all discussion and deliberations of the Foundation but shall not be entitled to vote.

2.2. Each Director shall hold office until the expiration of his/her tenure, his or her retirement or removal, as set forth in Section 9 of this Article II, or until his/her successor has been elected. The Board of Directors shall keep minutes of its meetings and a full account of its transactions.

Section 3. Emeritus Director

Any Director who has served two (2) or more terms shall be eligible for Emeritus status, if desired. Emeritus Directors shall receive all communications and notices and may attend meetings, but shall not be entitled to vote on matters coming before the Board of Directors.

Section 4. Regular Meetings

A regular annual meeting of the Board of Directors shall be held during the month of December in each year, on a day, and at a time and place to be determined by the President or a majority of the Directors in the President's absence. Other regular meetings shall be held on such dates and at such times as may be designated from time to time by the President or by a majority of the Directors in the President's absence.

Section 5. Special Meetings

Special meetings of the Board of Directors may be called by the President, or by a majority of the Directors in the President's absence.

Section 6. Place of Meetings

The Board of Directors may hold its regular and special meetings at such place within or without the State of Indiana as it may from time to time determine. In the absence of such determination, regular and special meeting of the Board of Directors shall be held at the principal business office of the Bloomington Parks Foundation.

Section 7. Notice

7.1. Notice of the place, day and hour of every regular and special meeting shall be given to each Director: 7.1.1. By notice in writing mailed postage prepaid not later than the third day before the day set for the meeting and addressed to the Director's last known post office address according to the records of the Bloomington Parks Foundation; or

7.1.2. By facsimile, electronic mail, telephonic communication or by notice in writing delivered personally or left at the Director's residence or usual place of business not later than the second day before the day set for the meeting.

7.2. No notice of the time, place or purpose of any meeting need be given to any Director, who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice or who attends the meeting.



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Date: October 27, 2009

Updated: January 21, 2015

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Section 8. Quorum

8.1. A majority of the Directors shall constitute a quorum for the transaction of business at every meeting; but if at any meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time, but not for a period in excess of thirty (30) days, without notice other than by announcement at the meeting, until a quorum shall attend.

8.2. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called. Except as otherwise provided in the Articles of Incorporation or by these ByLaws, the action of a majority of the Directors present at a meeting at which a quorum is present shall be the action of the Board of Directors.

Section 9. Resignation and Removal

Directors shall serve in that capacity until their resignation, which may be at anytime, or until they are not re-elected. They may be removed from office at any time by majority vote of the remaining Directors.

Section 10. Vacancies

The unexpired term of any Director who resigns or is removed from office shall be filled by the majority vote of the remaining Directors.

Section 11. Compensation

Directors shall receive no compensation for their services as such but may, by resolution of the Directors, be allowed to receive reimbursement for their expenses actually and reasonably incurred on behalf of the Bloomington Parks Foundation.

Section 12. Informal Action by Directors

Any action of the Directors may be taken without a meeting if a consent in writing setting forth the action is signed by all Directors and filed with the minutes of the Bloomington Parks Foundation.

Section 13. Telephone Conference

Members of the Board of Directors or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meetings can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

Section 14. No Personal Liability

In absence of fraud or bad faith, the Directors shall not be personally liable for the debts, obligations or liabilities of the Bloomington Parks Foundation. The Bloomington Parks Foundation may obtain insurance covering the Directors and Officers, in amounts



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and to the extent determined by the Directors. The Bloomington Parks Foundation shall indemnify the Directors and Officers, as set forth in Article VI, Section 5 hereof.

ARTICLE III. OFFICERS

Section 1. General Provisions

The officers of the Bloomington Parks Foundation shall consist of a President, a President-Elect, a Vice-President, a Secretary, and a Treasurer, and whenever deemed advisable by the Board, one or more Assistant Secretaries, Assistant Treasurers or additional Vice-Presidents. The President shall be chosen from among the Directors. Any two offices, except those of President, President-Elect and Vice President, may be held by the same person, but no Officer shall execute, acknowledge or verify any instrument in more than one capacity, when such instrument is required to be executed, acknowledged or verified by any two or more Officers.

Section 2. Election and Term of Office

The officers of the Foundation shall be elected from and by the Board of Directors at the regular annual meeting of the Board of Directors. The President-Elect shall be elected for a two-year term. At the end of said term, the President-Elect shall ascend to the position of President and shall serve a second two-year term. All other officers shall be elected for one-year terms. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until a successor shall have been duly elected and shall have qualified.

Section 3. Removal

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgement the best interests of the Foundation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies

A vacancy in any corporate office because of death, resignation, removal, disqualification or otherwise, may be filled by majority vote of the Board of Directors for the unexpired portion of the term.

Section 5. President

The President shall be the Chief Executive Officer of the Bloomington Parks Foundation. He or she shall preside at all meetings of the Directors; he or she shall have general management and direction of the activities of the Bloomington Parks Foundation and all powers ordinarily exercised by the president of a for-profit corporation; he or she



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shall have authority to employ an administrator or such other persons, at salaries fixed by resolution of the Directors, to assist him or her in the general management and direction of the activities of the Bloomington Parks Foundation; and he or she shall have authority to sign and execute, in the name of the Bloomington Parks Foundation, all deeds, mortgages, bonds, contracts, or other instruments to be execution on the Bloomington Parks Foundation's behalf.

Section 6. President-Elect

The President-Elect shall fulfill the duties and responsibilities of the President in the event the President is absent or unable or unwilling to act and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The President-Elect shall perform such other duties and responsibilities as may be prescribed by the Board of Directors from time to time.

Section 7. Vice-President

In the absence of the President and President-Elect, or in the event of their inability or refusal to act, the Vice-President (or in the event there is more than one Vice President, the Vice-Presidents in the order of their election or designated seniority) shall perform the duties of the President, and when so acting, shall have and may exercise all the powers of the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him or her by the Chairman, by the President, or by the Directors.

Section 8. Secretary

The Secretary shall keep minutes of the meetings of the Board of Directors, see that all notices are duly given in accordance with the provisions of these By-laws or as required by law, be the custodian of the corporate records and of the seal of the Bloomington Parks Foundation, and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the President or the Directors.

Section 9. Treasurer

If required by the Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Directors shall determine, the cost of which shall be borne by the Bloomington Parks Foundation. He or she shall have charge and custody of all funds and securities of the Bloomington Parks Foundation, receive and give receipts for monies due to the Bloomington Parks Foundation, and deposit all such monies in the name of the Bloomington Parks Foundation in such bank or other depositories as shall from time to time be selected by the Directors. In general, he or she shall perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Directors. The business of the



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Treasurer shall be conducted consistent with the procedures outlined in the Parks Department Policy Manual, Foundation Policies 9020 and 9030 and such other requirements as may be imposed by the Board of Directors from time to time.

Section 10. Assistant Officers

Each Assistant Secretary and Assistant Treasurer (if any) shall hold office for such period and shall have such authority and perform such duties as the Directors may prescribe.

Section 11. Compensation

Except as agreed upon by unanimous consent of the Directors, no Officers shall receive any compensation for their services as such but may, by resolution of the Directors, be allowed reimbursement for their expenses actually and reasonably incurred on behalf of the Bloomington Parks Foundation.

ARTICLE IV. COMMITTEES

Section 1. Formation of Committees

The Directors may by resolution constitute and appoint committees to perform such other duties and functions as the Board may deem appropriate, except that no committee shall have any authority to amend, alter, or repeal the by-Laws, to elect, appoint or remove any Director or Officer of the Bloomington Parks Foundation, or to approve any document required to be filed with the Federal Government, the Government of the State of Indiana or any other government.

Section 2. Term of Office

Each member of every committee shall continue in office at the pleasure of the Directors and may be removed at any time without cause.

Section 3. Chairman

One member of each committee shall be appointed chairman of that committee, either directly by the Directors or in such other manner as the Directors may prescribe.

Section 4. Quorum

Unless otherwise provided in the resolution of the Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules

Each committee may adopt rules for its own government not inconsistent with the Articles of Incorporation, with these By-laws, with rules adopted by the Directors, or with any applicable law of the State of Indiana.

Section 6. Executive Committee

The President, President-Elect, Immediate Past President, Vice-President(s),



Foundation Policies - 9010

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Secretary, Treasurer, assistant Secretary(s), assistant Treasurer(s), Ex-officio Directors, and Chairpersons of any other committees shall constitute the Executive Committee of the Board of Directors. All the above listed persons shall have voting rights on the Executive Committee with the exception of the Ex-officio Directors and any assistant Secretary(s) and/or assistant Treasurer(s). (A quorum for a meeting shall exist if fifty one percent (51%) of total membership of the Executive Committee is present). If a quorum is present, then a vote of two-thirds of the voting members present shall constitute a majority vote.

Section 7. Other Committees

Other committees not having and exercising the authority of the Board of Directors in the management of the Foundation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Foundation, and the President of the Foundation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgement the best interest of the Foundation shall be served by such removal.

ARTICLE V. CONTRACTS, CHECKS, DEPOSITS OR CONTRIBUTIONS

Section 1. Contracts

The Directors may authorize any Officer or Officers, agent or agents of the Bloomington Parks Foundation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Bloomington Parks Foundation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc.

All checks, drafts or orders for the payment of money, notices or other evidences of indebtedness issued in the name of the Bloomington Parks Foundation, shall be signed by such Officer or Officers, agent or agents of the Bloomington Parks Foundation and in such manner as shall from time to time be determined by resolution of the Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer, an Assistant Treasurer or an Assistant Secretary and countersigned by the President or a Vice President of the Foundation.

Section 3. Deposits

All funds of the Bloomington Parks Foundation shall be deposited from time to time to the credit of the Bloomington Parks Foundation in such banks or other depositories as the Directors may select.

Section 4. Contributions and Gifts

The Board of Directors may accept on behalf of the Bloomington Parks Foundation any contribution, gift, bequest or devise for the general purposes or for any



Foundation Policies - 9010

Date: October 27, 2009

Updated: January 21, 2015

Reviewed: October 23, 2020

special purpose of the Bloomington Parks Foundation

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 1. Limitations on Administration

1.1. No part of the net earnings of the Bloomington Parks Foundation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Bloomington Parks Foundation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments or distributions in furtherance of the purposes and objects set forth in Article I. herein.

1.2. No substantial part of the activities of the Bloomington Parks Foundation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Bloomington Parks Foundation shall not participate in or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

1.3. Notwithstanding any other provision set forth in these By-laws, at any time which it is deemed a private Foundation under the Code, the Bloomington Parks Foundation:

1.3.1. Shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Code Section 4942 or any successor provision of the law;

1.3.2. Shall not engage in any act of self-dealing as defined in Code Section 4941(d) or any successor provision of the law;

1.3.3. Shall not make any investments in such manner as to subject the Bloomington Parks Foundation to the tax under code Section 4944 or any successor provision of the law;

1.3.4. Shall not make taxable expenditures as defined in Code Section 4945(d) or any successor provision of law; and

1.3.5. Shall not hold stock or any other business interest in amount sufficient to be subject to the tax on excess business holdings under Code Section 4943 or any successor provision of law.

Section 2. Books and Records

The Bloomington Parks Foundation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors, and committee having any of the authority of the Board of Directors, and shall keep at the principal office a record giving the names and addresses of the Board of Directors. All books and records of the Bloomington Parks Foundation may be inspected by any Director or Officer, or his or her agent or attorney for any proper purpose at any reasonable time.

Section 3. Fiscal Year

The fiscal year of the Bloomington Parks Foundation shall be the calendar year unless some other fiscal year be specified by resolution of the Directors.

Section 4. Indemnification



Foundation Policies - 9010

Date: October 27, 2009

Updated: January 21, 2015

Reviewed: October 23, 2020

To the maximum extent permitted by the Indiana Nonprofit Corporation Act of 1991 as amended, the Bloomington Parks Foundation shall indemnify its currently acting and its former Directors, Officers, agents and employees.

Section 5. Amendments to By-Laws

These By-laws may be altered, amended or repealed and new By-laws may be adopted, by a majority of the Directors at any regular meeting or at any special meeting called for that purpose. The Directors are specifically authorized to alter, amend, or repeal these By-laws so long as such change is permissible under the laws of the State

ARTICLE VII. CONFLICT OF INTEREST POLICY

1. Purpose

The Purpose of the conflict of interest policy is to protect the Bloomington Parks Foundation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Bloomington Parks Foundation, or might result in a possible excess benefit transaction. This policy is intended to be supplemental but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

2. Definitions

2.1. Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2.2. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

2.2.1. An ownership or investment interest in any entity with which the Bloomington Parks Foundation has a transaction or arrangement;

2.2.2. A compensation arrangement with the Bloomington Parks Foundation or with any entity or individual with which the Bloomington Parks Foundation has a transaction or arrangement; or

2.2.3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Bloomington Parks Foundation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. As provided herein, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

3. Procedures

3.1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclosed the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.



Foundation Policies - 9010

Date: October 27, 2009

Updated: January 21, 2015

Reviewed: October 23, 2020

3.2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3.3. Procedures for Addressing the Conflict of Interest.

3.3.1. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

3.3.2. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

3.3.3. After exercising due diligence, the governing board or committee shall determine whether the Bloomington Parks Foundation can obtain with reasonable efforts a more advantageous transaction nor arrangement from a person or entity that would not give rise to a conflict of interest.

3.3.4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Bloomington Parks Foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall makes its decision as to whether to enter into the transaction or arrangement.

3.4. Violations of the Conflicts of Interest Policy.

If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose and actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE VII. DISSOLUTION

The Bloomington Parks Foundation may dissolve and wind up its affairs in accordance with applicable laws of the State of Indiana. Upon dissolution of the Bloomington Parks Foundation or the winding up of its affairs, the board of Directors shall, after paying or making provision for the payment of all the Bloomington Parks Foundation's liabilities, dispose of the Bloomington Parks Foundation's assets as follows, and otherwise in accordance with the Indiana Nonprofit Corporation Act of



Foundation Policies - 9010

Date: October 27, 2009

Updated: January 21, 2015

Reviewed: October 23, 2020

1991, as amended: The assets of the Bloomington Parks Foundation shall be distributed exclusively to provide financial support to encourage Code Section 501(c)(3) charitable organizations for scientific, environmental, religious, cultural, social welfare and/or philanthropic purposes within the meaning of Code Section 501(c)(3), or to an organization or organizations which are then exempt from federal income tax under Code Section 501(c)(3) and to which contributions are then deductible under Code Section 170(c)(2), 2055(a)(2) and 2522(a)(2).

These bylaws were adopted by the board of directors on this 7th day of June, 2012
I, Secretary of Bloomington Community Park and Recreation
Foundation, Inc. a nonprofit corporation formed and existing under the General Laws of the State of Indiana, do hereby certify that the foregoing is a true and complete copy of the By-laws of the Bloomington Parks Foundation as submitted to, and adopted by, the Directors of the Bloomington Parks Foundation on the 7th day of June, 2012.
IN WITNESS WHEREOF, I have hereunder subscribed my name on this
day of , 2015.



Parks & Facilities Policies - 13090

Date: October 27, 2009

Updated: November 17, 2020

POLICY RE: Animal Restrictions in Specific Park Locations

Some parks and facilities, based on their size, location or design purpose, can attract a large gathering of participants, users or spectators. In these situations staff has observed that the inclusion of animals in this environment poses some threat for possible injury to other park users or where food products are sold the possibility of unsanitary conditions. For this reason the following parks have restrictions where animals, other than a service animal assisting persons with disabilities, can not be brought into the park or facility in order to protect other park users.

Twin Lakes Sports Park (inside the fenced in area where the ball fields, bleachers and the concessions areas are located)

Winslow Sports Complex (inside the fenced in area where the ball fields, bleachers and concessions areas are located)

Lower Cascades Ballfields (inside the fenced in area where the ball fields, bleachers and concessions areas are located)

~~Peoples Park (the entire park area)~~

Bloomington Community Farmers' Market- Showers Common on the blacktop where vendors are located and the Food and Beverage Artisan Area.

Bloomington Community Tuesday Farmers' Market- Switchyard Park pavilion area where vendors are set up.

The department shall retain the right to extend this provision to other park locations as deemed necessary to protect the safety of other park users. The Board of Parks Commissioners will be asked to revise this policy if it becomes necessary to consider additional parks or facilities to be identified for enforcement of this policy.

RESOLUTION NO. 03-05

~~Resolution of the Board of Park Commissioners to establish animal restrictions for specific parks for the safety of park users.~~

~~NOW THEREFORE, BE IT RESOLVED THAT:~~

- ~~1. Some parks and facilities, based on their size, location or design purpose, can attract a large gathering of participants, users or spectators.~~
- ~~2. The inclusion of animals in this environment poses some threat for possible injury to other park users or where food products are sold the possibility of unsanitary conditions. For this reason the following parks have restrictions where animals, other than a service animal assisting persons with disabilities, can not be brought into the park or facility in order to protect other park users.~~

~~Twin Lakes Sports Park (inside the fenced in area where the ball fields, bleachers and concessions areas are located)~~

~~Winslow Sports Complex (inside the fenced in area where the ball fields, bleachers and concessions areas are located)~~

Parks & Facilities Policies - 13090

Date: October 27, 2009

Updated: November 17, 2020

~~Lower Cascades Ballfields (inside the fenced in area where the ball fields, bleachers and concessions areas are located)~~

~~Peoples Park (the entire park area)~~

~~PASSED AND ADOPTED by the Board of Park Commissioners of the City of
Bloomington at a regular meeting thereof on this 28th day of October 2003.~~



Parks & Facilities Policies - 13100

Date: October, 2012

Updated: November 17, 2020

POLICY RE: Mobile Stage Rental Policy

1. The mobile stage will be made available for rent by community, business or private organizations for concerts, theatre, sporting and other special events. All renters must have an approved reservation form to rent the stage. ~~A copy of the form is attached.~~
2. All reservations will be processed through Bloomington Parks and Recreation, Community Events and will be based on availability of: stage, transport staff and supervisory staff.
3. The mobile stage is only available for use within Bloomington city limits. All stage set ups and locations must be approved, in advance, by the Parks and Recreation Department. **The rental form and appropriate payment must be submitted at least four weeks prior to the event.** ~~Please return the attached form along with the appropriate payment, at least four weeks prior to your event.~~
4. The mobile stage will be transported, leveled and prepared for use by **Bloomington** Parks and Recreation **staff**, Operations personnel only and will not be moved once it is in place. The regular pay cost for transport is included in the overall cost of the stage when transported during regular work hours (8:00 a.m. to 3:00 p.m., Monday through Friday), otherwise subject to time and a half pay (after 3:00 p.m. Monday through Friday and on Saturday, double time pay on Sunday and triple time pay on Holidays.)

A Parks and Recreation supervisor will remain on site during the event while the stage is in operation. The fee range for the site supervisor will be determined by event and staffing availability.

5. The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include, but are not limited to, winds over 25mph, lightning, rain, and/or use deemed inappropriate or dangerous. If the stage is closed for reasons deemed necessary by the site supervisor, a refund will not be issued.

Severe Weather Procedure- The program/site supervisor should remove participants from the stage/event area at the first sign of lightning and/or an approaching thunderstorm. Supervisors should not allow participants back on the stage/event area until 30 minutes after the last sign of lightning/thunder or until the storm has subsided.

6. All stage renters are required to pay, as a minimum, fifty percent (50%) of the total rental fee as a deposit at the time of initial reservation. The deposit is refundable provided damage has not occurred to rented facility during use.



Parks & Facilities Policies - 13100

Date: October, 2012

Updated: November 17, 2020

7. All rental fees must be paid in full, no less than seven (7) days prior to the date of the renter's scheduled use. If the full fee is not paid within seven (7) days prior to use, Bloomington Parks and Recreation reserves the right to charge a late fee and/or cancel the reservation.
 8. Rental fees may be adjusted to reflect special staffing or equipment needs presented by the nature of the event and/or location.
 9. The renting party is in charge and responsible for the conduct of all persons in attendance during the use of the stage. The renter and/or his/her/**their** organization will be held financially liable for any resulting damages to the mobile stage and/or property. Any damage charges will be based on equipment replacement and administrative costs, and may exceed the amount of the damage deposit. Renters are strongly encouraged to inspect the show mobile at the time of its delivery and communicate any concerns or information about pre-existing damage to the on-site facility supervisor at that time.
 10. **No furnishings shall be removed from the stage. Nothing may be fixed (temporary or permanent) to the stage in any way, without prior consent from Bloomington Parks and Recreation. This includes banners, poster, signs or other materials. No tape, glue or adhesive materials may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision may result in loss of deposit and possible additional repair charges.**
 11. The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the show mobile agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the show mobile. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
 12. The Department Administrator may request the use of an approved security officer(s). The cost of the security officer(s) will be assumed by the renter/group.
 13. Bloomington Parks and Recreation reserves the right to refuse any rental application.
 14. Bloomington Parks and Recreation employees may not use park property or facilities for personal gain.
-



Parks & Facilities Policies - 13100

Date: October, 2012

Updated: November 17, 2020

15. Alcohol, tobacco, and/or illegal controlled substances may not be used in or on Parks and Recreation equipment, facilities or property.
16. Fireworks, ~~Fireworks~~, air rifles, paintball guns, bows and arrows, cross bows, swords, and pellet guns, are strictly prohibited on Bloomington Parks and Recreation property. ~~Since July 1, 2011, the City is prohibited from Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), the renter may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned.~~ If the renter develops such a policy for its activities at its own discretion, the City may implement and enforce it and the renter is requested to provide a copy of such a policy to the City after its rental application is approved.
17. Renters charging a fee for their event must complete appropriate paperwork before rental is approved.
18. The renter is responsible for securing the necessary noise permit from the City of Bloomington, Department of Public Works (349-3410) if amplified music is played.
19. The mobile stage has two separate electrical systems. Requirements for each and the respective connections for each are listed below:
 - 110 Outlets and Non-Theatrical Lighting
 - The minimum power requirement to use the electrical system on the stage is 30 amp/110Volt. The stage uses a Hubble Twist-Lock 30 Amp/110 Volt connector (HBL2611) to power the electrical 110 Volt outlets and non-theatrical lighting on the stage. A 50' power cable with an HBL2611 connector is provided. Also provided is a 6' Hubble-to-pigtail adapter (only to be used by a certified electrician).
 - Theatrical Lighting:
 - The minimum power requirement to use theatrical lighting on the stage is 50 Amp/220 Volt. The stage uses a Hubble Twist-Lock 50 Amp/220 Volt connector (CS6365C) to power the theatrical lighting. A 50' power cable with a CS6365C connector is provided for rentals that include use of the theatrical lighting. Also provided is a 6' adapter cable with a Hubble-to-Leviton 275T and one 6' adapter with a Hubble-to-pigtail (the pigtail adapter is only to be used by a certified electrician).

Under no circumstances are any of the cables provided to be disassembled for temporary conversion. It is the renter's responsibility to ensure that electrical installations are done safely and to code.



Parks & Facilities Policies - 13100

Date: October, 2012

Updated: November 17, 2020

- 20. All groups or organizations, regardless of affiliation with Bloomington Parks and Recreation, are required to adhere to the above policies.**



Parks & Facilities Policies - 13110

Date: May 25, 2004

Updated: November 17, 2020

POLICY RE: Open Space definitions and Policy for Acquiring Property

The City of Bloomington Parks and Recreation Department is charged with acquiring, preserving and protecting appropriate open space and green space for the enjoyment and use of the citizens of Bloomington. This task requires staff to define and analyze potential land opportunities for recommendation to the Board of Parks Commissioners and City Council for potential acquisition.

~~In the 2002 Community Interest and Attitude Survey over half, 55% of respondent households, indicated “open space should be acquired and developed for passive usage” as one of the two options they most supported regarding acquiring and developing open space. In addition 48% indicated “open space should be acquired and left undeveloped for future generations” as one of their top two options, and 44% indicated “open space should be acquired and developed for both passive and active usages”.~~

Typically, open space is defined as, and provides, passive and active recreational opportunities as well as natural area preservation.

City of Bloomington Zoning Code Title 20.05.09.06 Designation of Permanent Open Space defines open space as “parks, playgrounds, landscaped green space and natural areas, not including schools, community centers or other similar areas in public ownership. Where a single-family residential development incorporates individual lots, the yards of such lots may constitute open space.”

The main difference between open space and greenspace is greenspace generally provides only passive recreational opportunities and is centered on preserving areas in their unaltered, natural state.

Criteria for Evaluating Potential Land Acquisition

- Location - relevant to under served areas of the community and in relation to existing parks, open space and greenspace. Linkages, proximity to existing parks, schools and other public facilities. In an area identified as under-served. Equitable service delivery. Existing adjacent land uses (are they compatible?).
- Size - sufficient acreage in relation to a “stand alone” site or contiguous to existing City of Bloomington owned parks, open space or greenspace. Land necessary for maintaining or enhancing the integrity of existing park lands.
- Cost - price of property in relation to market value and availability of funds to acquire. Landowner willingness to reduce cost below appraised value. Probability of property

Parks & Facilities Policies - 13110

Date: May 25, 2004

Updated: November 17, 2020

increasing in value if not acquired. Condemnation costs and implications. Feasibility of grant funds to assist with acquisition.

- Maintenance - cost of developing and maintaining the property, long term operational considerations.
- Purpose of use - function in terms of active, passive or preservation intentions, facilitate the provision of recreational opportunities not otherwise available in the service delivery area. Determination of public benefit; political support.
- Natural features/Resource protection - uniqueness of site in relation to flora, fauna or other natural features. Parcels that provide buffering or protection of existing properties. Exemplary or significant natural features or natural communities. Rare, endangered species protection, habitat protection. Level of environmental degradation (i.e. brownfields).
- General Suitability - safety, covenants and restrictions, utility service, infrastructure, access (road, walk, public transportation), drainage/flooding, topography, visibility. Scenic, aesthetic, provide a “sense of place”
- Threats, Existing Planning and Zoning for Area - opportunities lost, threat of development, long range growth planning (GPP). Potential for the property to be developed or changed in land use.
- Historic/Archeological/Cultural Resources (i.e. limestone history park) – community resources – sites of significant importance to the community - when management and /or “community character” may be enhanced by public ownership.
- Protection from encroachment – ~~see attached for procedure to protect from encroachment.~~

- See policy 13170 for encroachment details



Parks & Facilities Policies - 13150

Date: October 27, 2009

Updated: November 17, 2020

POLICY RE: Geocaching in Parks

***Please see Policy 13050, item 15 – for department policy regarding fireworks and firearms**

~~The department of Parks and Recreation has the authority to promulgate rules for the use of City parks per Bloomington Municipal Code § 2.20.120. Such power originates in the Indiana Code, 36-10-4 et seq., which was adopted by the Common Council via Ordinance 87-16 § 1 (part) in 1987, and Ordinance 86-20, § 1 (part) in 1986. No policies exist to regulate the use of paintball guns and other small arms, metal detectors or the activity of geocaching in parks.~~

~~The Parks and Recreation Department allows geocaching in parks as a recreational activity. However, the department is concerned that unregulated placing and finding of geocaches may damage natural resources within parks.~~

RESOLUTION NO. 09-09

Resolution of the Board of Park Commissioners to establish specified policy regarding the activity of geocaching on park property.

NOW THEREFORE, BE IT RESOLVED THAT:

Placing geocaches within a park without permission from the City of Bloomington Parks and Recreation Department is prohibited.

- 1- Persons wishing to place caches or letterboxes on parks property must receive permission from the City of Bloomington Parks and Recreation Department.
- 2- Any caches placed without permission will be removed.
- 3- The contents of any cache or letterbox may not include firearms, weapons, alcohol, tobacco, drugs or drug paraphernalia.
- 4- Once a cache is approved, it may be placed in the approved area without disturbing soil or vegetation.
- 5- Caches may only be placed within reach of designated trails or public rights-of-way.
- 6- ~~Firearms. The possession of, concealment and/or use of firearms is strictly prohibited in all City of Bloomington Parks and facilities. Persons possessing concealed weapons permits shall store the weapon unloaded, out of sight, and have it placed within a locked vehicle.~~
- 7- The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility.

~~PASSED AND ADOPTED by the Board of Park Commissioners of the City of Bloomington at a regular meeting thereof on this 27th day of October, 2009.~~



Parks & Facilities Policies - 13160

Date: October 27, 2009

Updated: November 17, 2020

POLICY RE: Use of Metal Detectors in Parks

***Please see Policy 13050, item 15 – for department policy regarding fireworks and firearms**

~~The department of Parks and Recreation has the authority to promulgate rules for the use of City parks per Bloomington Municipal Code § 2-20.120. Such power originates in the Indiana Code, 36-10-4 et seq., which was adopted by the Common Council via Ordinance 87-16 § 1 (part) in 1987, and Ordinance 86-20, § 1 (part) in 1986. No policies exist to regulate the use of paintball guns and other small arms, metal detectors or the activity of geocaching in parks.~~

~~The Parks and Recreation Department allows the use of metal detectors as a recreational tool in parks. However, the department is concerned that the unregulated use of metal detectors may lead to the disturbance or destruction of property or natural resources within parks.~~

RESOLUTION NO. 09-10

Resolution of the Board of Park Commissioners to establish specified policy regarding the activity of using metal detectors on park property.

NOW THEREFORE, BE IT RESOLVED THAT:

- 1- The use of metal detectors as a recreational tool is permitted in parks.
- 2- The use of metal detectors is explicitly prohibited at Rose Hill Cemetery, White Oak Cemetery, Griffy Lake Nature Preserve, Leonard Springs Nature Park and Latimer Woods.
- 3- If any person using a metal detector locates an item of archaeological or historical significance, that person must notify the Parks and Recreation Department of the find.
- 4- While some disturbance of the ground may be necessary, persons using metal detectors are prohibited from disturbing stream banks, wetlands, prehistoric and historic archaeological sites, cemeteries, ecologically sensitive areas, unique geological features, steep hillsides, dam structures or other unsafe areas.
- 5- ~~Firearms. The possession of, concealment and/or use of firearms is strictly prohibited in all City of Bloomington Parks and facilities. Persons possessing concealed weapons permits shall store the weapon unloaded, out of sight, and have it placed within a locked vehicle.~~
5. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility.

~~PASSED AND ADOPTED by the Board of Park Commissioners of the City of Bloomington at a regular meeting thereof on this 27th day of October, 2009.~~





STAFF REPORT

Agenda Item: C-3
Date: 11/20/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: November 17, 2020
SUBJECT: INVASIVE PLANT MANAGEMENT AT GRIFFY LAKE NATURE
PRESERVE AND MILLER-SHOWERS PARK

Recommendation

Staff recommends approval of this contract with Eco Logic, LLC for invasive plant management at Griffy Lake Nature Preserve and Miller-Showers Park. Funding source: 200-18-189500-53990 \$23,050.00

Background

Eco Logic will perform vegetation management services at Griffy Lake Nature Preserve to treat the non-native invasive plant Lesser celandine, *Ficaria verna*, in the early spring of 2021 utilizing foliar herbicide applications.

Eco Logic will also perform vegetation management services at Miller-Showers Park to implement Year 3 of the *10 Year Vegetation Management Plan* drafted in October 2018. This will include, but not be limited to: treatment of invasive woody vegetation (cut stump/basal bark), foliar treatment of native planting areas, follow-up treatments, and installation of native plants as seed and/or plugs. Implementation of the *10 Year Vegetation Management Plan* will be accomplished as a joint effort between Parks staff and Eco Logic, LLC. The goal is to dramatically improve the 'curb appeal' of this property as well as to improve/expand habitat for pollinators, birds, turtles, and other animals.

RESPECTFULLY SUBMITTED,

Joanna Sparks, City Landscaper

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
INVASIVE PLANT MANAGEMENT AT GRIFFY LAKE NATURE PRESERVE AND
MILLER-SHOWERS PARK**

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

WITNESSETH:

WHEREAS, the Department wishes to manage invasive plant species at Griffy Lake Nature Preserve (esp. lesser celandine); and

WHEREAS, the Department wishes to implement Year 3 of the 10 Year Vegetation Management Plan at Miller-Showers Park; and

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

Article 2. Standard of Care

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

the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 Three Thousand Fifty Dollars and 00/100 (\$23,050.00) Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

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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.

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

Article 16. Waiver

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

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.

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

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

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON**ECO LOGIC, LLC**

Philipppa M. Guthrie, Corporation Counsel

Spencer Goehl, Executive Director

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Miller-Showers Park Vegetation Management Plan Implementation for 2021

Eco Logic will perform vegetation management services at Miller-Showers Park to implement Year 3 of the *10 Year Vegetation Management Plan* they drafted in October 2018. This will include, but not be limited to: treatment of invasive woody vegetation (cut stump/basal bark), foliar treatment of native planting areas, follow-up treatments and installation of native plants as seed and/or plugs. Implementation of the *10 Year Vegetation Management Plan* will be accomplished as a joint effort between Parks Landscaping staff and Eco Logic, LLC.

Includes the following activities:

- 1) JANUARY-FEBRUARY. Cut stump/basal bark application on ALL woody invasive species. Select weedy native species such as box elder, silver maple, and cottonwood will also be treated. (All Parcels)
- 2) APRIL-MAY. 1st Foliar Treatment broadleaf on cool season herbaceous weeds, such as teasel, sweet clovers, and wild parsnip (Blue parcels on Restoration Plan Maps): 2021 site preparation and dormant sowing 41,178 SF)
- 3) MAY-JULY. Monitoring site visit and updating invasive maps with short report. (All Parcels)
- 4) JUNE-JULY. Foliar broadleaf and invasive grass application. Targets include all NNIS woody species, Canada thistle, crown vetch, Johnson grass, and tall fescue. (All Parcels)
- 5) SEPTEMBER. 2nd Foliar application non-selective on all vegetation.
(Blue parcels on Restoration Plan Maps: 2021 site preparation and dormant sowing 41,178 SF)
- 6) OCTOBER. Fall foliar applications multiple species. (All Parcels)
- 7) NOV-DEC – Dormant sowing and erosion control
(Blue parcels on Restoration Plan Maps: 2021 site preparation and dormant sowing 41,178 SF)

Total Price \$ **19,950.00**

Griffy Lake Nature Preserve Lesser Celandine Control 2021

Eco Logic proposes to control lesser celandine at Lake Griffy in the spring of 2021 utilizing foliar herbicide applications of Imazapyr and Glyphosate. All chemicals utilized will be considered water safe by the EPA, and will be applied according to the federally approved pesticide label. The City of Bloomington Parks and Recreation staff will be notified prior to beginning work, providing ample time to coordinate our activities with park users. Eco Logic will place pesticide application flags at all trail heads during the application to inform the public of the herbicide application. We expect most of the herbicide application to be completed using as foliar application with backpacks. A gas powered hydraulic spray unit will be utilized as needed. Work unit boundaries will be pre-determined by parks staff and communicated to field crews via maps and GPS. This proposal price includes two days of treatment with two OISC licensed applicators including chemical costs. Parks staff is expected to do follow-up treatments.

Total Price: \$ **3,100.00**

EXHIBIT B

“Project Schedule”

Consultant 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.

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____.

ECO LOGIC, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-4
Date: 11/13/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: November 17, 2020
SUBJECT: POND MAINTENANCE AT MILLER-SHOWERS PARK BY AQUATIC CONTROL

Recommendation

Staff recommends approval of this contract with Aquatic Control for nuisance aquatic vegetation management at Miller-Showers Park. Funding source: 200-18-189500-53990 \$3525.00

Background

Miller-Showers Park, from 2001 - 2004, underwent a significant facelift that transformed the 9 acre area from an often flooded and little-used strip of land to a state-of-the-art stormwater retention facility and beautiful gateway to the city of Bloomington. The Park's large holding ponds retain stormwater that drains from more than 170 acres of downtown Bloomington.

Unfortunately, due to excessive nutrient input from the watershed, Miller-Showers Park suffers from over growth of nuisance aquatic vegetation that is both unsightly and detrimental to the overall water quality of the ponds. Aquatic Control will perform Clean Lake Maintenance Program activities on the three (3) open pools at Miller-Showers Park throughout the 2020 growing season to manage this nuisance aquatic vegetation. This includes biweekly inspections and treatment as needed.

RESPECTFULLY SUBMITTED,

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

Joanna Sparks, City Landscaper

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
AQUATIC CONTROL
FOR
POND MAINTENANCE AT MILLER-SHOWERS PARK**

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

WITNESSETH:

WHEREAS, the Department wishes to manage nuisance vegetation in the ponds at Miller-Showers Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform pond maintenance (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 Joanna Sparks, City Landscaper, 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 Three Thousand Five Hundred Twenty-Five Dollars & 00/100 (\$3525.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

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Department:

Contractor:

City of Bloomington		Aquatic Control, Inc.
Attn: Joanna Sparks, City Landscaper		James B. Ferguson II
401 N. Morton, Suite 250		418 W. State Road 258
Bloomington, Indiana 47402		Seymour, Indiana, 47274

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

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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.

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

CITY OF BLOOMINGTON

AQUATIC CONTROL, INC

Philippa M. Guthrie, Corporation Counsel

James B. Ferguson II, Representative

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:

NUISANCE AQUATIC VEGETATION MANAGEMENT AT MILLER-SHOWERS PARK- Program to include a biweekly (every other week) inspection of 3 ponds with treatment as necessary to maintain acceptable control of nuisance aquatic vegetation during the contract period: April through September, 2021.

Nuisance vegetation for terms of this contract includes all submersed aquatic plants and filamentous algae which is visible from the surface or are interfering with the client use of the lake. Emergent vegetation will be controlled only if requested by the client prior to entering into contract and such control is included in the OPTIONS section below. Control of duckweed/watermeal may require application of alternative herbicides and will incur additional charges with approval from client.

Must have permit from IDNR before treatments can begin.

All materials used in this program will be registered, or exempt from registration, with the U.S. E.P.A. and State Regulatory Agencies and all applicators will be certified. Some restrictions on use of water may be necessary with weed treatments. Restrictions are listed below in the PRECAUTIONS section of this proposal.

An advanced water quality sample can be collected and analyzed for \$125.00 per pond at client's request. If needed, duckweed can be treated with Clipper herbicide for \$100.00 on the Bottom and Middle Ponds, and for \$150.00 on the Top Pond (per treatment).

Specifications and costs for a Clean Lake Maintenance Program-2020 3 Ponds. Terms: PROGRAM COST: \$3,525.00 (\$3,525.00 plus \$0.00 sales tax) Nontaxable Tax Rate 0.000%

Program Specifications: Options and/or special terms included in this contract /proposal are as follows: Algae Treatments - No restrictions on water use. Weed Treatments - May require suspension of use of treated water for domestic use, swimming, irrigation, and livestock watering. Restrictions vary with the herbicide used. Water use restrictions for your lake will be posted on the day of treatment, unless other notification arrangements have been made.

EXHIBIT B

“Project Schedule”

Program to include a biweekly (every other week) inspection of 3 ponds with treatment as necessary to maintain acceptable control of nuisance aquatic vegetation during the contract period: April through September, 2021.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D
NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

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____.

Aquatic Control, 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: _____

VEGETATION MANAGEMENT

LAKE SURVEYS

FISH MANAGEMENT



PROFESSIONAL CONSULTANTS

FOUNTAINS

AERATION SYSTEMS

Phone 812-497-2410

Fax 812-497-2460

Proposal No.: 286831

Created : 10/02/2020

Company ID : 23541

Ms. Joanna Sparks
Miller Showers Park
City of Bloomington Parks & Recreation
401 N. Morton St. Suite 250
Bloomington, IN 47402

Cell 812-360-5745

Invoices will be mailed to:
City of Bloomington Parks & Recreation
401 N. Morton St. Suite 250
Bloomington, IN 47402

We hereby submit specifications and costs for a **Clean Lake Maintenance Program-2021 3 Ponds.**

Program Specifications:

Program to include a biweekly (every other week) inspection of 3 ponds with treatment as necessary to maintain acceptable control of nuisance vegetation during the contract period: April through September, 2021. All materials used in this program will be registered, or exempt from registration, with the U.S. E.P.A. and State Regulatory Agencies and all applicators will be certified. Some restrictions on use of water may be necessary with weed treatments. Restrictions are listed below in the PRECAUTIONS section of this proposal. Nuisance vegetation for terms of this contract includes all submersed aquatic plants and filamentous algae which is visible from the surface or are interfering with the client use of the lake. Emergent vegetation will be controlled only if requested by the client prior to entering into contract and such control is included in the OPTIONS section below. Control of duckweed/watermeal may require application of alternative herbicides and will incur additional charges with approval from client.

Options and/or special terms included in this contract /proposal are as follows:

Must have permit from IDNR before treatments can begin. An advanced water quality sample can be collected and analyzed for \$125.00 per pond at client's request. If needed, duckweed can be treated with Clipper herbicide for \$100.00 on the Bottom and Middle Ponds, and for \$150.00 on the Top Pond (per treatment).

PROGRAM COST: \$3,525.00 (\$3,525.00 plus \$0.00 sales tax)

Nontaxable ☐ Tax Rate 0.000%

Notes and Precautions:

Algae Treatments - No restrictions on water use. **Weed Treatments** - May require suspension of use of treated water for domestic use, swimming, irrigation, and livestock watering. Restrictions vary with the herbicide used. Water use restrictions for your lake will be posted on the day of treatment, unless other notification arrangements have been made.

Terms:

This contract is for the complete program as described in the above specifications and options sections, with material cost prorated over the entire contract period. Payment will be according to the payment option chosen on back. Overdue accounts shall accrue interest at an annual interest rate of 18%. Aquatic Control shall be entitled to collect its attorney fees incurred in the collection of any balance due here under. By signing below, you hereby agree and accept the above prices, specifications, conditions, and terms and authorize Aquatic Control to do the work as specified. Additionally, the undersigned warrants that the undersigned is authorized to sign and accept this proposal on behalf of City of Bloomington Parks & Recreation, and will indemnify and hold Aquatic Control harmless from third party claims for trespass, nuisance or any other challenge to Aquatic Control's authority to perform the work provided for herein.

Authorized Signature: James B. Ferguson II

Prepared By: Jimmy Ferguson

Printed: James B. Ferguson II

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated on the back of this document.

Authorized Signature: _____

Date: _____ Printed: _____

(Fill in Payment Information on back.)

Please sign, date, and return to

Aquatic Control, Inc, 418 W. State Road 258, Seymour, IN 47274

Payment Options (Please check choice)

- Prepayment prior to 4/1/2021 with 3.00% discount of \$105.75 for a total payment of \$3419.25.

☐ I have enclosed the prepayment with my signed proposal.

☐ I authorize Aquatic Control to charge my credit/debit card on this specific date _____. My credit/debit card information is listed below:

Card Number _____

Expiration Date _____ Security Code _____ Billing Zip Code _____

Cardholder Signature _____

☐ I authorize Aquatic Control to make a withdrawal on this specific date _____. My bank account information is listed below:

Bank Name _____

Bank City and State _____

Bank Routing Number _____

Bank Account Number _____

Bank Account Type Checking or Savings (circle one)

☐ I will manually mail my timely payment to Aquatic Control.

- Monthly billing starting: 4/1/2021 in 6 monthly installments of \$587.50.

☐ I authorize Aquatic Control to charge my credit/debit card on the _____ day of each month. My credit/debit card information is listed below:

Card Number _____

Expiration Date _____ Security Code _____ Billing Zip Code _____

Cardholder Signature _____

☐ I authorize Aquatic Control to make a withdrawal on the _____ day of each month. My bank account information is listed below:

Bank Name _____

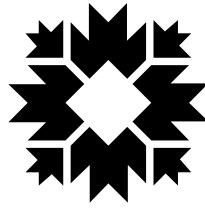
Bank City and State _____

Bank Routing Number _____

Bank Account Number _____

Bank Account Type Checking or Savings (circle one)

☐ I will manually mail timely payments to Aquatic Control monthly.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-5
Date: 11/13/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift
DATE: November 17, 2020
SUBJECT: AGREEMENT WITH J.R. ELLINGTON TREE EXPERT FOR GRIFFY TREE REMOVAL

Recommendation

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

Total Project: \$3150.00

Funding Source: 200-18-184000-53990

Background

J.R. Ellington Tree Expert would provide services to remove three City trees located within the public right-of-way near Griffy Lake Boathouse. The health of these trees are declining and pose a potential hazard to people and/or property if not removed.

RESPECTFULLY SUBMITTED,

Rebecca Swift, Natural Resources Coordinator

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

This Agreement, entered into on this ____day of November, 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 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 Rebecca Swift, Natural Resources 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 Three Thousand One Hundred Fifty Dollars and zero cents (\$3,150.00). 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:

Rebecca Swift
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404
janiar@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: Rebecca Swift	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:

Removal of 3 trees near the Griffy Lake Boathouse including:

1. Sycamore DBH:~19.30
2. Silver Maple DBH: ~17.75
3. Silver Maple DBH: ~33.5 (Split trunk)

Stumps are to be cut low. All tree materials are to be chipped and brushed. All debris will be cleaned and hauled off 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: 11/13/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: November 17, 2020
SUBJECT: REVIEW/APPROVAL OF NINE (9) SERVICE AGREEMENTS WITH MULTIPLE VENDORS

Recommendation

Staff recommends the review/approval of nine (9) Service Agreements for the Operations and Sports Divisions. The service agreements are with the following vendors:

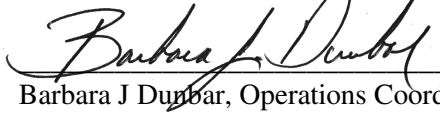
1. Bruce's Welding – general fabrication and welding repairs
2. Cassady Electrical Contractors Inc. – general repairs/adjustments and/or replacement of lighting and electrical components
3. Harrell Fish, Inc – general repairs/adjustments to HVAC systems
4. Indiana Door & Hardware Specialties, Inc. – general repairs/adjustments and/or replacement of door and window systems
5. JB Salvage – yard waste dumpster services
6. J & S Locksmith Shop, Inc. – general repairs/adjustments to door locks and key cores
7. Christman Enterprises, LLC (Roto Rooter) – snaking and cleaning of drains
8. Woods Electrical Contractors, Inc - general repairs/adjustments and/or replacement of lighting and electrical components
9. The Stables Events, LLC (Izzy's Rentals) – Service/cleaning of port-a-lets

These services will be provided to the City on an as-needed basis and will be funded through multiple 300 Service Lines from the Operations Division GF and multiple 300 Service Lines from the Sports Division GF and NR budgets.

Background

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 public work is estimated to cost less than \$150,000 and 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.

RESPECTFULLY SUBMITTED,



Barbara J Dunbar, Operations Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BRUCE'S WELDING**

This Agreement, entered into on this 17th day of November, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce's Welding ("Contractor").

Article 1. Scope of Services Contractor will perform welding repairs to equipment at City park properties and facilities ("Services").

Provision of services will be at an hourly rate of Fifty Dollars (\$50) when equipment is brought to Contractor's shop and an hourly rate of One Hundred Dollars (\$100) when the contractor must travel to site where equipment is located. In the event the Contractor travels to site where equipment is located, there will be a minimum charge of Two Hundred Ninety-Five Dollars (\$295).

Contractor shall provide the Services for facilities for a set price per hour. Contractor shall charge the same rate for afterhours Services. The Department will give notice to Contractor at least two (2) working days on repair, except in the instance repairs require more immediate action.

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 Barb Dunbar as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Hundred Dollars (\$800.00) for services. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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 \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees

and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Bruce's Welding. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

BRUCE'S WELDING

Philippa M. Guthrie, Corporation Counsel

Jake Glasgow, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

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

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Bruce's Welding

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: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CASSADY ELECTRICAL CONTRACTORS, INC**

This Agreement, entered into on this 17th day of November, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Cassady Electrical Contractor's, Inc ("Contractor").

Article 1. Scope of Services Consultant shall provide the Services: for a set price per hour Monday-Friday 7:00am to 6:00pm. Provision of services will be at an hourly rate of Seventy Dollars (\$85.00) for a one-person job and One Hundred Twenty Dollars (\$170) for a two-person job, plus materials.. For service on Saturday the hourly rate shall be One Hundred and Five Dollars (\$105) for a one-person job, plus any additional cost for parts and materials and on Sunday One Hundred Forty Dollars (\$170) for a one-person job, plus any additional cost for parts and materials.

Parks Department would give Consultant at least two (2) working days' notice on normal repairs.

Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contractors.

Consultant may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. Consultant may charge Bucket Fee of Fifty (\$50.00) per hour (PTO time only)

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 Barb Dunbar as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four thousand Nine Hundred Ninety-nine Dollars (\$4,999.00) for services and supplies. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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 \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor: Cassady Electrical Contractor's Inc.** 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

CASSADY ELECTRICAL CONTRACTORS, INC

Philippa M. Guthrie, Corporation Counsel

Mae Cassady, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**EXHIBIT A
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

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

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Cassady Electrical Contractors, 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: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HARRELL FISH, INC (H.F.I.)**

This Agreement, entered into on this 17th day of November, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrell Fish, Inc (H.F.I.) ("Contractor").

Article 1. Scope of Services Contractor will provide services at an hourly rate of \$82, plus materials. Contractor will repair, adjust, and/or replace heating, ventilation and cooling components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 3:30pm and all other times for an afterhours hourly rate of \$97, plus any additional cost for parts and materials. Contractor will inspect back flow prevention devices at a rate of \$118 per device. Parks Department would give contractors at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of \$95. Holiday Call-out/Double Time hourly rate will be \$116.

Types of HVAC components are: blower motors, thermostats, gas valves, filters and control boards.

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 Barb Dunbar as the Department's Project Manager- Operations and John Turnbull - Sports. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred and Ninety-nine Dollars (\$4,999.00) for services. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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 \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees

and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor: Harrell fish, Inc. (HFI).** 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

HARRELL FISH, INC (H.F.I.)

Philippa M. Guthrie, Corporation Counsel

Steve Dawson, President & CEO

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**EXHIBIT A
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

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

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Harrell Fish, Inc. (H.F.I.)

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: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
INDIANA DOOR & HARDWARE SPECIALTIES, INC.**

This Agreement, entered into on this 17th day of November, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Indiana Door & Hardware Specialties, Inc. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace doors at City park properties and facilities at an hourly rate of Seventy Five Dollars (\$75.00) for the first (1) hour and Sixty Dollars (\$60.00) for each additional hour with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours rate of Ninety Dollars (\$90.00) with a minimum of (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Ninety Dollars (\$90.00) with a minimum on one (1) hour charge, plus materials.

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 Barb Dunbar as the Department's Project Manager – Operations, Daren Eads – TLRC, Chris Lamb – Frank Southern Ice Arena, Aaron Craig – Cascades Golf Course and John Turnbull - Aquatics. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000) for services. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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 \$1,000,000 annual aggregate. All insurance policies shall be issued by an

insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Indiana Door & Hardware Specialties, Inc. 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

INDIANA DOOR & HARDWARE SPECIALTIES, INC

Philippa M. Guthrie, Corporation Counsel

Paul A. Baker, Secretary

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**EXHIBIT A
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

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

Printed Name of Notary Public County of Residence: _____

**EXHIBIT B
NON-COLLUSION AFFIDAVIT**

STATE OF _____)
) SS:
COUNTY OF _____)

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____.

Indiana Door & Hardware Specialties, 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: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CONTRACTOR**

This Agreement, entered into on this 17th day of November, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Salvage ("Contractor").

Article 1. Scope of Services Contractor shall provide a 30 cubic yard dumpster ("Services") for collection and disposal of green waste generated by the Operations Division Staff. This dumpster is located at the Operations Center, 545 South Adams Street, Bloomington, Indiana. It is emptied on an "as needed" basis. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Joanna Sparks, City Landscaper, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

Article 6. Schedule Contractor shall perform the Services depending on Department needs. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

JB SALVAGE

Kent Robinson, Vice President

Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____ Commission Number: _____

Printed Name of Notary Public County of Residence: _____

STATE OF _____)
) SS:
COUNTY OF _____)

OATH AND AFFIRMATION

JB SALVAGE

STATE OF _____)
) SS:
COUNTY OF _____)

Printed Name of Notary Public

County of Residence: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
J & S LOCKSMITH SHOP, INC**

This Agreement, entered into on this 17th day of November, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and J & S Locksmith Shop, Inc. ("Contractor").

Article 1. Scope of Services Contractor will repair, adjust, and/or replace door locks at City park properties and facilities. All service calls will be charged a Trip Charge of Forty Dollars (\$40.00) for in town service. Any location outside Bloomington will incur an extra \$1.50 per mile. An hourly rate of Seventy-Five Dollars/hr (\$75.00) will apply when the service call requires more than one hour of labor. Contractor shall provide the Services: for a set price per hour Monday-Saturday 8:00am to 5:30pm. Parks Department would give Contractor at least two (2) working days' notice on normal repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of one and one-half times the regular rate plus the Trip Charge of Forty Dollars (\$40.00), plus parts and materials. Locksmith labor for electronics and safes will be at an hourly rate of One Hundred Dollars (\$100). Service work of this type will more times than not be of an emergency nature and will require immediate action from the service provider. Types of lock components are: key, lock cores, deadbolts and door locks.

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 Barb Dunbar as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Six Hundred Dollars (\$600) for services. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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 \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor: J & S Locksmith Shop, Inc.** 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

J & S LOCKSMITH SHOP, INC

Philippa M. Guthrie, Corporation Counsel

Scott Roberts, Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**EXHIBIT A
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

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

Printed Name of Notary Public County of Residence: _____

**EXHIBIT B
NON-COLLUSION AFFIDAVIT**

STATE OF _____)
) SS:
COUNTY OF _____)

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____.

J & S Locksmith Shop, 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: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
WOODLAND ENTERPRISES, LLC (ROTO ROOTER)**

This Agreement, entered into on this 17th day of November, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Woodland Enterprises, LLC (Roto Rooter) ("Contractor").

Article 1. Scope of Services Contractor will provide services for snaking of drains at Two Hundred Forty-five Dollars (\$245) and jet cleaning of drains at Four Hundred Fifty Dollars (\$450).

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 Barb Dunbar as the Department's Project Manager- Operations and John Turnbull - Sports. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000.00) for services. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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 \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Christman Enterprises, LLC (Roto Rooter). 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

WOODLAND ENTERPRISES, LLC (ROTO ROOTER)

Philippa M. Guthrie, Corporation Counsel

Debbie Farmer, Commercial Accounts Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**EXHIBIT A
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

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

Printed Name of Notary Public County of Residence: _____

**EXHIBIT B
NON-COLLUSION AFFIDAVIT**

STATE OF _____)
) SS:
COUNTY OF _____)

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____.

Woodland Enterprises, LLC (Roto Rooter)

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: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
WOODS ELECTRICAL CONTRACTORS, INC**

This Agreement, entered into on this 17th day of November, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Woods Electrical Contractor's, Inc ("Contractor").

Article 1. Scope of Services Contractor shall provide electrical service work at an hourly rate of Sixty-five Dollars (\$72.50) plus materials. Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours price of Ninety-seven Dollars and Fifty Cents (\$108.75). Parks Department would give Contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency rate of Ninety-seven Dollars and Fifty Cents (\$108.75). Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. When required, contractor will charge the Parks Department a Bucket Truck Fee of Fifty Dollars (\$50) per day.

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 Barb Dunbar as the Department's Project Manager – Operations, Daren Eads – TLRC, Chris Lamb – Frank Southern Ice Arena, Aaron Craig – Cascades Golf Course and John Turnbull - Aquatics. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand Dollars (\$8,000) for services. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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 \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Wood's Electrical Contractors Inc. 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

WOODS ELECTRICAL CONTRACTORS, INC

Philippa M. Guthrie, Corporation Counsel

Roger Woods, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

**EXHIBIT A
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

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

Printed Name of Notary Public County of Residence: _____

**EXHIBIT B
NON-COLLUSION AFFIDAVIT**

STATE OF _____)
) SS:
COUNTY OF _____)

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____.

Woods Electrical Contractors, 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: _____

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
THE STABLES EVENTS, LLC (IZZY'S RENTAL – Service Only)**

This Agreement, entered into on this 17th day of November, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and The Stables Events, LLC (Izzy's Rental) ("Contractor").

Article 1. Scope of Services Contractor shall provide cleaning/pumping services for portable toilets owned by the Department at eleven locations for Bloomington Parks and Recreation Department. Service of toilets are priced as follows:

Winslow Woods Park location, April through September for a cost of Forty Dollars (\$40) per week two times per week and October through March once per week at a cost of Twenty Dollars (\$20) per week. Upper Cascades Park, (Lions Den), Clear Creek Trail, (Tapp Rd., That Rd. and Church Lane Trailheads), and Bryan Park locations May through September for a cost of Forty Dollars (\$40) per week two times per week and October through March once per week at a cost of Twenty Dollars (\$20) per week. Upper Cascades Skate Park and Ferguson Dog Park one time per week January through December for a cost of \$20 per week once per week. Wapehani MBP location December through February for a cost of Twenty Dollars (\$20) per month once a month and March through November for a cost of Twenty Dollars (\$20) per week once per week. Griffy Lake location April & May and September and October for a cost of Twenty Dollars (\$40) per month two times per month and June through August Twenty Dollars (\$20) per week once per week. Any additional cleaning/pumping services will be a cost of \$20.00 per service/per unit.

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. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand Dollars (\$9,000.00) for services. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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 \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, 401 N. Morton, Bloomington, IN 47402. **Contractor:** The Stables Events, LLC (Izzy's Rental). Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

THE STABLES EVENTS, LLC (Izzy's Rental)

Kevin Kerr, Co-owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Leslie J. Coyne, President
Board of Park Commissioners

**EXHIBIT A
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

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

Printed Name of Notary Public County of Residence: _____

**EXHIBIT B
NON-COLLUSION AFFIDAVIT**

STATE OF _____)
) SS:
COUNTY OF _____)

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____.

The Stables Events, LLC (Izzy's Rental)

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-7
Date: 11/13/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: November 17, 2020
SUBJECT: Service Agreement with RLR Associates for design intent document for Switchyard Park dedication element

Recommendation

Staff recommends approval of the service agreement with RLR Associates for the creation of a design intent document for the dedication element at Switchyard Park. The cost for these services will be paid from Switchyard Park bond funds, in an amount not to exceed \$3,000.

Background

RLR Associates, who designed the logo for Switchyard Park and who collaborated with City staff on design concepts for a dedication element for Switchyard Park, are prepared to create a design intent document for the dedication element selected by staff. The document will include elevations and details suitable for bidding. RLR Associates will illustrate size and finish materials, methods of attachment, confirmation of location and placement of the element, and will assist the Department in the evaluation of bids and pricing proposals. RLR Associates has the background and expertise necessary to guide the Department in the selection of a contractor to build and install a quality element worthy of the city's newest park.

RESPECTFULLY SUBMITTED,

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

Julie Ramey, Community Relations Manager

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CONTRACTOR**

This Agreement, entered into on this 17th day of November, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and RLR Associates ("Contractor").

Article 1. Scope of Services Contractor shall provide a design intent document for the dedication element at Switchyard Park, to include elevations, and details suitable for bidding. RLR Associates will illustrate size and finish materials, methods of attachment, and confirmation of location and placement of the element. RLR will also assist the Department in the evaluation of bids and pricing proposals. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 10, 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 Julie Ramey as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed three thousand dollars (\$3,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Design intent document including drawings, details, specifications and location plan finalized and ready to send out for bids by December 10, 2020.

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington, Attn: Julie Ramey, 401 N. Morton, Bloomington, IN 47402. **Contractor:** RLR Associates. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

RLR Associates

Nikki Schier, Studio Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

RLR Associates

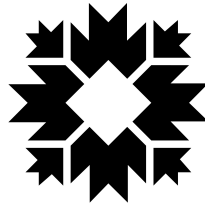
By: _____

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-8
Date: 11/13/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: November 17, 2020
SUBJECT: AMENDMENT TO THE AGREEMENT WITH DESIGNSCAPE
HORTICULTURAL SERVICES INC.

Recommendation

Staff recommends approval of an amendment to extend the project schedule for fertilization and insecticidal treatment with Designscape Horticultural Services Inc.

General Fund: 200-18-189503-53990 for \$2650

Background

A contract was awarded in 2019 with Designscape Horticultural Services Inc. for various fertilization and insecticidal treatment on City trees. The amendment would extend the project schedule to allow for completion of treatment.

RESPECTFULLY SUBMITTED,

Erin Hatch, Urban Forester

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

WHEREAS, on June 25, 2019, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Designscape Horticultural Services Inc. (“Consultant”) to provide various fertilization and insecticidal treatment; and

WHEREAS, the Department wishes to extend the contract deadline; and

WHEREAS, as a result of modification of the original Project Schedule is extended to December 2020; and

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

WHEREAS, pursuant to Article 26 of said Agreement, the 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 services shown in the Consultant Project Schedule, Exhibit B. Exhibit B 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 Two Thousand Six Hundred Fifty Dollars and zero cents (\$2,650.00).

Article 3. 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

Designscape Horticultural Services Inc.

Paula McDevitt, Director
Parks and Recreation Department

Gabriel Gluesenkamp

Kathleen Mills, Park Board President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel

EXHIBIT B

“Project Schedule”

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



STAFF REPORT

Agenda Item: C-9
Date: 11/13/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: November 17, 2020
SUBJECT: AGREEMENT WITH BLUESTONE TREE LLC. FOR BLOOMINGTON RAIL TRAIL TREE REMOVALS

Recommendation

Staff recommends approval of the agreement with Bluestone Tree LLC. for removal of various City trees along the Bloomington Rail Trail
Total Project: \$4,970.26
Funding Source: 200-18-189503-53990

Background

Agreement with Bluestone Tree, LLC. for removal of six trees located along the Bloomington Rail Trail, adjacent to 2903 S Walls Dr. Trees are various dead, dying, or failed Ash and Black Cherry trees.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Erin Hatch". The signature is fluid and cursive, with the first name "Erin" and last name "Hatch" clearly distinguishable.

Erin Hatch, Urban Forester

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

This Agreement, entered into on this ____ day of November 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 along the Bloomington Rail Trail; 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 Four Thousand Nine Hundred Seventy Dollars and twenty-six cents (\$4,970.26). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington		Bluestone Tree, LLC
Attn: Erin Hatch, Urban Forester		Attn: Jerad Oren
401 N. Morton, Suite 250		P.O. Box 345

Bloomington, Indiana 47402	Clear Creek, Indiana 47426
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Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

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. 6 Trees (various Ash and Cherry) to be removed and stump cut low located along the Bloomington Rail Trail adjacent to 2903 S Walls St. Trees debris to be left on site, in as large of pieces as possible, whole trees preferred. If cut into various sizes, logs to be distributed throughout adjacent area to avoid large log piles.

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
NON-COLLUSION AFFIDAVIT**

STATE OF _____)
) SS:
COUNTY OF _____)

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: D-2 Date: 11/13/2020

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Amy Shrake Program/Facility/Inclusive Coordinator
DATE: November 17, 2020
SUBJECT: KID CITY SUMMER CAMP REPORT

Recommendation

For board information only.

Background

Kid City has served families since 1993. Campers in grades K-10 gather at the Allison-Jukebox building to experience traditional summer day camp activities. This year, camp looked a little different operating in a moderated form in response to the COVID-19 pandemic. In the summer of 2020, Kid City served 59 campers averaging 25 per week.

Kid City continues to be accredited by the American Camp Association upholding all the safety and quality standards required. Camp operated with CDC guidelines and Monroe County Health Department approval. Although it was a smaller camp, it was still big on fun!

RESPECTFULLY SUBMITTED,

A. Shrake, CTRS

Amy Shrake, Program/Facility/Inclusive Coordinator