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<https://bloomington.zoom.us/j/91286566828?pwd=bHBDYTIPVXQ5aWxwM3pyL0QydGJ6dz09>

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, January 26, 2021 4:00 – 5:30 p.m.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of December 8, 2020 and December 17, 2020
- A-2. Approval of Claims Submitted December 8, 2020 – January 25, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus

B. OTHER BUSINESS

- B-1. Election of officers
- B-2. Review/Approval of Resolution 21-01 to Appropriate the Parks Non-Reverting Fund (Paula McDevitt)
- B-3. Review/Approval of MOU with the Bloomington Parks Foundation for funding for Goat Farm property (Paula McDevitt)
- B-4. Review/Approval of contract with Mader Design LLC for design services for the Goat Farm property (Paula McDevitt)
- B-5. Review/Approval of 2021 contract with King Snake for sound equipment services (Crystal Ritter)
- B-6. Review/Approval of 2021 Mobile Stage Rental application (Crystal Ritter)
- B-7. Review/Approval of 2021 agreement template for Community Garden Program (Sarah Mullin)
- B-8. Review/Approval of 2021 contract template for Food and Beverage Artisans and Food Truck Artisans (Leslie Brinson)
- B-9. Review/Approval of 2021 Farm Vendor contract template, handbook and exhibits (Leslie Brinson)
- B-10. Review/Approval of 2021 Concessions Agreement for Community Events (Bill Ream)
- B-11. Review/Approval of service agreement with JB Salvage for green waste service (Joanna Sparks)
- B-12. Review/Approval partnership agreement with MC-IRIS (Joanna Sparks)
- B-13. Review/Approval of contract with Cassidy Electrical Contractors Inc. for Winslow Sports Complex trail lighting project (Barb Dunbar)
- B-14. Review/Approval of appointments to Environmental Resource Advisory Council (Rebecca Swift)
- B-15. Review/Approval of partnership agreement with Plant Truck Project (Cory Hawkins)
- B-16. Review/Approval of service agreement with Gilles Home Sales and Service for fitness equipment maintenance (Mark Sterner)
- B-17. Review/Approval of service agreement with HFI for maintenance service at TLRC (Daren Eads)

C. REPORTS

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

D. PUBLIC HEARINGS/APPEARANCES

D-1. Bravo Award

D-2. Spotlight Award

D-3. Staff Introductions - Tim Street, Operations and Development Division Director
James Hersberger, Sports Intern
Roniah Hardy, Health/Wellness Intern

D-4. Public Comment Period

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

01-26-2021

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, December 8, 2020
4:00 p.m. – 5:30 p.m.

Zoom Meeting

CALL TO ORDER

The meeting was called to order by Kathleen Mills at 4:03 p.m.

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

Staff Present: Paula McDevitt, Becky Higgins, John Turnbull, Julie Ramey, Kim Clapp, Sarah Owen, Steve Cotter, Bill Ream, Leslie Brinson, Joanna Sparks, Barb Dunbar, Rebecca Swift, Erin Hatch and Amy Shrake.

A. CONSENT CALENDAR

- A-1. Approval of Minutes of November 17, 2020 meeting
- A-2. Approval of Claims Submitted November 17, 2020 through December 7, 2020
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

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

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period

The Board received public comment regarding respecting the process of making public comments.

B-2. Bravo Award – None

B-3. Parks Partner Award – IU Credit Union

Sarah Owen, Community Relations Coordinator, over the past 20 years IU Credit Union has supported BPRD through advertising, sponsorships, and donations of giveaway items. BPRD is incredibly grateful for the ongoing support of IU Credit Union and is proud to recognize them with the Parks Partner Award.

David Sipes, IU Credit Union Representative IU Credit Union appreciates the recognition, even though it is unnecessary. IU Credit Union is proud to support BPRD, and enjoy watching the programs grow and how much they benefit everyone in the community. This is something IU Credit Union is proud to do, and look forward to the continued partnership.

Board Comments: The Board thanked IU Credit Union for their support.

B-4. Staff Introductions-None

B-5. Board Member Recognition – Les Coyne

Paula McDevitt, Director - It is my honor to recognize Les Coyne for his 44 years of volunteer service to the Bloomington Board of Park Commissioner. During those years, Les assumed many different roles, as President, Vice President, Planning Commission Representative, and Board Member. Les has given much personal time, commitment and support to the BPRD. Over the years, Les has supported the youth, trails, and golf course. Les began as a Park Board Commissioner in 1976, and has seen the department through many landmark important moments, from acquiring land, opening new facilities, taking land donations, Gold Medal winner, creating partnerships. Les has left a lasting legacy of parks to all people in the community.

Board Comments: Les Coyne's decades of service are without parallel. He has had a hand in so many things, from the Switchyard Park, the B-Line Trail, the Clear Creek Trail, and countless other connecting pathways through out Bloomington. The acquisition of the Twin Lakes Recreation Center, and the management of Buskirk Chumley Theater. Les has been committed to all of the park users, not matter what their interest. Especial to children programs, and expanding access to recreation and summer time meals in underserved communities. Les has been a vocal champion of the Parks Department and the employees. Les has always been available to consult about meeting ideas, or just brainstorm about the future of a program or facility. The Board thanked Les for the many volunteered hours given to BPRD.

Jim Murphy, President Bloomington Community Park and Recreation Foundation - The Bloomington Community Park and Recreation Foundation supports the BPRD through fund raising. To put Les's time with the Board into prospective, since 1976 Les has endured five mayors, six park directors, in 1976 Elvis Presley preformed in Assembly Hall, and IU had an undefeated championship in basketball. Throughout those years, Les has done some amazing things. A lot has changed over those years, but one thing that hasn't changed is Les, who has remained steady and steadfast, and as committed as anyone could be. Les has shown his love and compassion for BPRD. Les worked tirelessly through those years to support the Parks Department and create good experiences for families, joggers, runners, bike riders, nature lovers who spend quality in our parks system. Know the Foundation will continue to carry on and support BPRD, as they have under Les Coyne's leadership and guidance.

Mick Renneisen, Deputy Mayor – Out of the 99-year history of the Park Board, Les has served 44 years as a Board Commissioner. This Board was formed in 1921 to preserve the 88 acres of land known a Cascades Parks. During Les's tenor, the property in Park's control now exceeds 2,200 acres. A couple of projects to give a since of why it is important to have a constant like Les Coyne involved. The first is the B-Line Trail, the project spanned 20 years in the making, starting with the acquisition of the property in the late 1990's. That project was initiated based on one of the many community surveys that Parks conducted, and still conducts, under Les's leadership. That survey in 1996, said building trails was the most important asset that was lacking in the community. Today, people still crave trails and trail connections in our community. That leadership, that constant of a Board Member that understood that and watched that happen over all of those decades has really been important. The second project would be related to the early property acquisition that happened for the B-Line Trail. That little switching facility adjacent to the B-Line Trail, happened as a result of a 20-year effort to acquire property, to Master Plan it, to have numerous community conversations, to have community surveys and to ultimately now see those results, the Switchyard Park. To quote Les "Reach for the extra 10% margin of excellence". Les always said that turned a good project into a great project. The community can see the result of that extra 10% of excellence in the Switchyard Park. Thank you Les, for all that you have done for the community, you leave a legacy that residents and visitors will enjoy for centuries to come.

Mayor John Hamilton – On behalf of the five mayors you worked with, the thousands of residents you helped access the parks and the millions of visitors who come to our community, we thank you. You have left a wonderful legacy.

Mayor Hamilton read Proclamation to Les Coyne. See attachment.

Les Coyne, Board Member, thanked his wife Ann, for giving him the time to be involved with this Board. It has been a labor of love and, it's one of the best volunteer jobs in the City. You have a chance to have an impact in some incredibly positive ways. That is what drove me for years. I could see the wonderful things that happened, it kept motivating me to help. I have had the opportunity to work with some incredible people, especially in the department. Bloomington is blessed, in a very important way, we have some of the best, brightest and talented people available staff

our departments. Especially in Parks and Recreation, they are able to provide an incredible product. It is a pleasure to be associated with it, it has been an honor. I thank everyone for the opportunity.

C.OTHER BUSINESS

C-1 Review/Approval of Update to Special Use Policy #13040

Paula McDevitt, Director – Special Use Policy #13040 is in place to facilitate individuals or groups usage on a reserved or special basis, as time, resources, and space permit, provided that the intended uses is consistent with department objectives, and is in the best interest of the City of Bloomington. Staff recommends making the following changes to Special Use Policy #13040: change wording of item number 3 to “Camping upon or otherwise inhabiting any property, structure, or facility of the department, at any time without a permit.” Change number 4 to “Any picnic, outing, or gathering reasonably anticipated to attract an attendance of over one hundred (100) persons sponsored by any person or organization, except as to particular parks (facilities). In addition, the department Administrator may designate areas where permits shall be required for groups of twenty-five (25) or more persons.

Becky Higgins, Recreation Division Director the Public Health in the Parks went very well. With the help our different partners, we were able to connect with different people and gain some back-and-forth dialogue. A trial period was conducted from September through November. The data is being reviewed and examined by BPR Health and Wellness Coordinator, and park partners to determine the future of this program for next year.

Paula McDevitt, Director; the program has illustrated that working in partnerships and collaborations works. We have the park, our community partners Centerstone, IU Health Bloomington, and the Monroe County Health Department along with the DROs and the BPD Social Worker were there every step of the way. It took that effort and that presence, that we will continue if this policy is passed. We know that it takes time to build relationships, and to talk to people and find out what their needs are. The program showed a lot can be gained from our partners, who are the experts in this field and area.

The Board received public comments regarding camping in the parks.

Board Comments: Ellen Rodkey inquired; why this policy change was brought up at tonight’s meeting.

Paula McDevitt, Director responded – the department is managed and operates through Parks policies. Whenever an issue arises, the Policy Manual is what guides decisions on how the department operates from facility management to programs. The department had received a sufficient number of U-Reports and phone calls concerned about the situation at several of parks. In addition, to the impact the amount of trash staff was carrying out of parks was having on the operations. In response to these concerns, Policy #13040 was reviewed and an update was proposed. Kathleen Mills commented helping people unhoused is a community issue, it is not just up to the Parks Department. Bigger forces are needed to work on this issue. A lot of those things are being discussed. There was an initiative out of the Mayor’s Office today, to have conversations going forward on how we can make a difference on this.

Israel Herrera made a motion to approve Special Use Policy #13040. Ellen Rodkey seconded the motion. Vote taken: motion denied 1-3.

Paula McDevitt, Director in order to review the items remaining on tonight’s agenda, an additional Park Board meeting will be scheduled before the end of the year.

D-Reports

D-1 Operation Division – None

D-2 Recreation Division – None

D-3 Sports Division – None

D-4 Administration Division –

ADJOURNMENT

Meeting adjourned at 6:41 p.m.

Respectfully Submitted,

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

Kim Clapp

Secretary Board of Park Commissioners

WHEREAS, LESLIE J. COYNE'S long, storied history with the City of Bloomington Parks and Recreation Department dates back to January 20, 1976 when he was first appointed to the Board of Park Commissioners meeting; and

WHEREAS, during his tenure on the Board of Park Commissioners, Les Coyne oversaw the protection of more than 2,242 acres of land for the benefit of the Bloomington community; and

WHEREAS, Les Coyne steadfastly supported recreation opportunities for youth throughout the city through the expansion of programming at the Banneker Community Center and Allison-Jukebox Community Center; and

WHEREAS, his commitment to supporting youth has been demonstrated through more than four decades as a member of the Bloomington Parks Foundation Board of Directors, who provided scholarships for youth and accepted endowments and gifts of land for the Bloomington Parks and Recreation Department; and

WHEREAS, Les Coyne was creative and resourceful in identifying partnership opportunities to leverage the provision of parks and recreation services for the benefit and well-being of the people of Bloomington; and

WHEREAS, his dedication to expanding the city's network of trails both through trail construction and by connecting parks via trails and sidepaths has resulted in the city's signature trail system including the B-Line Trail, Jackson Creek Trail, Clear Creek Trail, Bloomington Rail Trail, and Cascades Park Trail; and

WHEREAS, Les Coyne's leadership on the Board of Park Commissioners has been pivotal in guiding the Department through the process of conducting community surveys, collecting stakeholder input, and developing no fewer than six, five-year Master Plans that focus the Department's goals on serving the needs of the Bloomington community; and

WHEREAS, Les Coyne played a key role in some of the most significant recognition received by the Parks and Recreation Department, including accreditation by the Commission for Accreditation of Park and Recreation Agencies in 2001, 2006, 2011 and 2016, and the Gold Medal Award for Excellence in Park and Recreation Management as a finalist in 1999, 2002, 2003, 2004, 2006, 2007 and 2018 and as a winner in the Class III category in 2007 and 2018; and

WHEREAS, the above distinctions would not have been possible without the thoughtful, persistent suggestion to "reach for the extra 10% margin of excellence" that Les Coyne insisted upon during his tenure; and

WHEREAS, for generations to come, the City of Bloomington Parks and Recreation Department parks and facilities will remain a fitting tribute to the remarkable dedication and accomplishments of Board of Park Commissioners member Les Coyne.

NOW, THEREFORE, I, John Hamilton, Mayor of the City of Bloomington, do hereby proclaim December 8 as Les Coyne Day in Bloomington, Indiana.

IN WITNESS WHEREOF, I have here unto set my hand and caused to be affixed the Seal of the City of Bloomington this 8th day of December 2020



A-1
1-26-2021

Board of Park Commissioners
Special Meeting
Minutes

Thursday, December 17, 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, John Turnbull, Julie Ramey, Kim Clapp, Erik Pearson, Erin Hatch

Board Comments: Kathleen Mills, the Public Comment Period will be moved to the bottom of the agenda. Comments can also be emailed to Paula McDevitt.

A. CONSENT CALENDAR

- A-1. Approval of Minutes - None
- A-2. Approval of Claims Submitted - None
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report - None
- A-5. Approval of Surplus – None

Ellen Rodkey made a motion to approve the non-reverting budget amendments. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0.

C.OTHER BUSINESS

C-1 Review/Approval Contract with Mader Designs for the Goat Farm Master Plan

Paula McDevitt, Director the Department wishes to update the Master Plan for the Goat Farm Park. The department requires the services of a professional contractor to provide professional landscape architectural services to revise this Master Plan. Staff recommends approval of this contract with Mader Designs, in an amount not to exceed \$3,000. Funding for this project is from NR Operations Budget.

Ellen Rodkey made a motion to approve the contract with Mader Design. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-2 Review/Approval of Contract with Shepherd's Construction Company for Peoples Park Project

Paula McDevitt, Director due to age and wear, the Department wishes to renovate and expand the hardscape that currently exists in Peoples Park. The Department requires the services of a professional contractor for demolition, removal, preparation and installation of approximately 800 sq. ft. of Bomanite. Clean and seal existing Bomanite. Lightly acid wash the new product before sealing. Staff recommends approval of this contract with Shepherd's Construction Company, in an amount not to exceed \$12,900. Funding for this project is through the General Obligation Park Bond Project Code: 977-2017q.

Ellen Rodkey made a motion to approve the contract with Shepherd's Construction, Inc. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-3 Review/Approval of (16) Service Agreements for the Sports Division

John Turnbull, Sports Director the Department wishes to manage emergency and/or standard repairs, services and maintenance, while meeting all public work project requirements. The Department requires the services of qualified vendors to provide routine/emergency repair, routine/emergency maintenance of existing structures, building or real property. Staff recommends the approval of the 2021 services agreements with City Glass Services, Commercial Services, DEEM, Fish Window Cleaning, Gooldy & Sons, Inc., Keller Heating and Air, Koorsen Environmental, Koorsen Fire & Protection, Oracle, Playmate, Price Electric, Sport Aide, Steve's Welding, Styner Sports Training, Terminix, and Young Plumbing.

Ellen Rodkey made a motion to approve the (16) service agreements for the Sports Division. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-4 Review/Approval of Contract with HFI for Banneker Community Center and Allison-Jukebox

Erik Pearson, Program/Facility Coordinator the Department wishes to maintain facilities in good working condition. The Department requires the services of a professional contractor to provide maintenance, repairs and supplies to the HVAC systems at Banneker Community Center and Allison-Jukebox. Staff recommends approval of this contract with Harrel Fish, Inc., in an amount not to exceed \$5,000. Funding for these services are from BBCC and AJB General Fund.

Ellen Rodkey made a motion to approve the contract with Harrel Fish, Inc. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-5 Review/Approval of Contract with Bluestone Tree for Pruning of City Owned Trees

Erin Hatch, Urban Forester, to maintain healthy tree, the Department wishes to have various City street trees pruned. The Department requires the services of a professional contractor to prune 7 trees, to raise canopies for street and sidewalk clearance, reduce the number of dead limbs, and reduce crossing, crowding, and rubbing limbs. Haul away all limbs, and clean up final work site. Staff recommends approval of this contract with Bluestone Tree, in an amount not to exceed \$4,485.20. Funding for this project is through Urban Forestry General Fund.

Board Comments: *Kathleen Mills inquired if the limbs were interfering with powerlines.* Erin Hatch responded, no they were not. These are Pin Oak trees and have lower limbs that need to be addressed.

Ellen Rodkey made a motion to approve the contract with Bluestone Tree. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-6. Review/Approval of Parks Space Use Agreement with Catalent Indiana, LLC

John Turnbull, Sports Division Director the Department wishes to enter into an agreement with Catalent Indiana, LLC. This agreement will allow Catalent the use of parking spaces located in the City's Twin Lakes Sports Park for the purpose of shuttling employee to its location. Staff recommends the approval of this agreement. No funds are transacted with this agreement.

Board Comments: *Israel Herrera inquired; on the schedule, and responsibility of damage.* *John Turnbull* responded; from approximately 6:00 am to midnight, through March. Catalent would be responsible for any type of damage to the parking lot service or property caused by the use of their employees.

Ellen Rodkey made a motion to approve the agreement with Catalent, Indiana, LLC. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0.

C-7. Review/Approval of Contract Property Access Agreement with CSX for Well Monitoring

Paula McDevitt, Director the Department wishes to entered into an Agreement with CSX Transport. The purpose of this agreement is to grant CSXT, and its contactor, environmental firm, Acadis U.S., Inc., the right and permission to

enter upon Parks property for the purpose of installing, removing, and monitoring environmental groundwater quality monitoring wells at sixteen locations on the property. Staff recommends approval of this agreement.

Board Comments: *Les Coyne commented, CSX completed mitigation on the property before it was sold to the Parks Department. It is in our best interest, to allow them to continue their work on this project.*

Ellen Rodkey made a motion to approve the agreement with CSX Transport. Israel Herrera seconded the motion. Vote taken: motion unanimously carried 4-0

C-8. Review/Approval of 2019 Strategic Action Plan Accomplished Goals Document

Paula McDevitt, Director, in 2019, 110 goals were submitted with 70 (63.63%) goals accomplished, 13 (11.81%) substantially accomplished and 27 (24.54%) not met. Staff recommends approval of the 2019 end of year Strategic Action Plan accomplished goals.

Board Comments: *Israel Herrera congratulated the Department for completing these goals that are so important to the community. The Board thanked the Department for their work.*

Ellen Rodkey made a motion to approve the 2019 Strategic Action Plan accomplished goals. Israel Herrera seconded the motion. Vote taken: motion unanimously carried 4-0

C-9 Review/Approval of 2021 Parks Non-Reverting Budget

Paula McDevitt, Director presented the 2021 Parks Non-Reverting Budget

Category 1: Personnel – Decrease of \$3292

- Increase in regular full-time wages - \$4325
- Decrease in seasonal wages - \$7,547 – Seasonal employee hourly rates \$12.29 - \$15.23.

Category 2: Supplies – Decrease of \$55,285

- Agricultural Supplies
- Concessions

Category 3: Other Services – Decrease of \$19,713

- Instruction
- Printing
- Advertising
- Electrical Services
- Machinery and Equipment Repairs
- Bank Charges
- Interest (TLRC)

Total Non-Reverting Request - \$2,145,192

- Decrease of \$78,290 (4%)

Non-Reverting Fund Anticipated Net (\$83,136)

- Projected Revenue \$2,062,056
- Projected Expenses \$2,145,192

Current NR Cash Balance \$1,293,523

Staff recommends approval of the 2021 Non-Reverting Budget request.

Board Comments: *Considering the circumstances of 2020, they were surprised the balance was not lower. Israel Herrera inquired; if there would be additional scholarship funds available in 2021 since fewer were processed in 2021.. Paula McDevitt responded, there will be plenty of funds available in 2021 for the scholarship program.*

Ellen Rodkey made a motion to approve the 2021 Non-Reverting Budget. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0

D Reports

D-1 Administration Division – 2021-2025 Master Plan

Paula McDevitt, Director in June 2020, the Board approved a contract with Troyer, Group, Inc for consulting services to complete the master plan. Since that time, Troyer Group has worked on the following:

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

Johnathon Geels, Principal Landscape Architect present the 2021-2025 Draft Master Plan

Proposed 2021-2025 Master Plan Goals

1. Maintain and enhance the assets and natural resources of the Department
2. Reinforce activities and programs to positively impact public health, sustainability, and climate action.
3. Prioritize diversity equity, and inclusion.
4. Develop administrative and staffing capacity.

Public Engagement

- 17 internal and external stakeholder meetings
- 2 public open house meetings
- 531 statistically valid survey responses
- 156 additional public survey submitted
- 87 community stakeholders
- 10 pop-up social intercepts at 7 parks
- 557 open comments and feed back
- 47,205 data points from surveys
- 25 stakeholder groups/organizations
- 25 department meetings
- 7 social and physical context study areas
- 4 overarching themes

Overarching Themes

- Address diversity, equity, and inclusion throughout
- Determine effective parks mission-based strategy for homelessness in coordination with community led efforts
- Trail connectivity and park accessibility
- Focus on park maintenance
- Address contemporary needs, such as COVID response and technology needs (Park WIFI)
- Sustainability and resilience, addressing climate change mitigation

Stakeholder Meetings Key Themes

- Mission only addresses physical amenities, should further address services and programs. How are we addressing reaching out and physically assets post COVID, avoid wordy and long mission, and address equality and inclusion.
- Address leadership transitions, hiring practices, training, and outreach.
- Diversity, equity, and inclusion were reoccurring topics with emphasis on social and environmental justice.
- Money and time is a barrier, some staff feel over load dot manage roles.

- The effects of parks dealing with homelessness/litter/biohazards, more people experiencing homelessness, in addressing this (damage control) more is needed.
- Maintenance is a high concern for current and future potential problems.

Public Survey Summary Key Themes

- Maintenance
- Social/Environmental Justice
- Trail Connectivity

Pop-up Engagement Key Themes

- Building Community just by visiting parks.
- Visit parks that are closest.
- Biggest challenge is keeping up with demand.
- Create more connection (Trails).
- Parks are a public good, don't want to see private profiteering.
- Eco-friendliness is most important issue moving forward.
- Barriers include accessibility, not adjustable fee rates (hourly vs daily), and permitting process.
- Social and Environmental Justice are a top of mind issue across both park facilities and programming.

Benchmarking Key Themes

- "West Side Bloomington" has roughly 13.5 Acres of Parkland per 100 Residents while "East Side Bloomington" has roughly .88 Acres of Parkland per 1000 Residents.
- Parkland distribution of the 5 benchmark communities, public park spaces are more evenly distributed across cities by a greater number of smaller neighborhood or "pocket" parks.
- Network of multi-use/walking trails to create a more cohesive and complete park system.
- More equitable distribution of parks across the community.
- The location and the type of parks matters in its overall recreation value.

Level of Service Key Themes

- Trail connections are a key opportunity for progress with both LOS and Benchmarking.
- On the high end for Community parks LOS, slightly low for neighborhood parks.
- Opportunities for Urban /Minipark growth.

Potential Anti-Racist Themes

- Address current racial tensions and conflicts:
- Examine and acknowledge historical roots and contemporary manifestations of racial prejudice and discrimination within Bloomington Parks.
- Explore the influence of race and culture on current attitudes and behaviors.
- Identify appropriate anti-racist resources to incorporate into programming and events.
- Developing new approaches to engaging and celebrating the community.
- Identifying and counteracting bias and stereotyping in learning material.
- Identifying appropriate assessment and placement procedures and practices.
- Assessing the programming and events and making them more inclusive and reflective of the entire community.
- Ensuring that personnel policies and practices are consistent with equity goals and that managers are provided with the knowledge and skill to implement equity programs.

Board Comments: *Kathleen Mills comments; she appreciated the Pop-up events, the survey being offered in Spanish, and the in-depth questions involved in surveys and discussions. Ellen Rodkey inquired; if Parks Department had control over all of the multiuse trails. If all trails are counted in the 35 miles total. Paula McDevitt responded; the 35 miles of trails are City Parks Department responsibility. There are additional trails in the area, but they do not fall under the City Parks jurisdiction. Israel Herrera inquired; how was the process handled to reach out to the Latinos and minorities of the community. Johnathan responded; multi lingual survey was distributed, groups were included in the stakeholders' process, and the parks visited for the pop-up allowed for more diverse coverage in this process. Ellen Rodkey inquired; if the*

mission statement in the draft, is a new mission statement. Johnathan responded; it is a proposal, and would have to be formally adopted. Paula McDevitt commented; this is only a draft and the final version will be brought back in to the Board in January.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period – the Board accepted public comments regarding camping in the parks.

Board Comments: Ellen Rodkey commented; thanked everyone for expressing their support. It is going to take an effort from the whole community to help deal with this issue. She thanked the park staff who have been there to pick up trash and pick-up needles over the last few months. She thanked all of the people who have spoken on behalf of the homeless community. We know they are a part of this community. She encouraged to people to use your voices to ask about Park policies. That is where we can make changes, not by personal remarks or targeting certain people. It's through the policies. Israel Herrera commented; it is very important to hear the comments from the community. People who are in touch with the people in the parks. We have been attending different meetings to join forces with the community on how we can work together. To find solutions and ideas.

Paula McDevitt, Director thanked everyone for attending and for sharing opinions. She thanked the Board Members who have engaged in finding solutions. Communication is the best tool we have to work together.

D-2 Operations Division – No Report

D-3 Recreation Division – No Report

D-4 Sports Division – No Report

ADJOURNMENT

Meeting adjourned at 6:01 p.m.

Respectfully Submitted,



Kim Clapp

Secretary Board of Park Commissioners



Board of Park & Recreation

Invoice Date Range 12/09/20 - 12/24/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	683064	18-November Charges Walmart Supplies	Paid by Check # 73123		12/14/2020	12/14/2020	12/14/2020		12/15/2020	5.96
205 - City Of Bloomington	9342	18-PC Reimb-Sams-Disinfecting Wipes-	Paid by Check # 73130		12/15/2020	12/15/2020	12/24/2020		12/24/2020	8.98
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$14.94
Account 53110 - Engineering and Architectural										
7454 - The Troyer Group, INC	16285	Master Plan Consulting Services	Paid by EFT # 38918		12/15/2020	12/15/2020	12/24/2020		12/24/2020	12,124.00
Account 53110 - Engineering and Architectural Totals							Invoice Transactions 1			\$12,124.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132X11	18- AT&T Cell November Charges	Paid by Check # 73091		12/09/2020	12/09/2020	12/09/2020		12/09/2020	29.24
Account 53210 - Telephone Totals							Invoice Transactions 1			\$29.24
Account 53990 - Other Services and Charges										
54935 - Vermont Systems, INC	68195	18- RecTrac & WebTrac Annual Charges for 2021	Paid by EFT # 38931		12/15/2020	12/15/2020	12/24/2020		12/24/2020	7,453.62
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$7,453.62
Program 181000 - Administration Totals							Invoice Transactions 5			\$19,621.80
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132X11	18- AT&T Cell November Charges	Paid by Check # 73091		12/09/2020	12/09/2020	12/09/2020		12/09/2020	40.91
Account 53210 - Telephone Totals							Invoice Transactions 1			\$40.91
Account 53310 - Printing										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	8990	18-Cascades Golf Course wallet cards	Paid by EFT # 38749		12/15/2020	12/15/2020	12/24/2020		12/24/2020	45.00
Account 53310 - Printing Totals							Invoice Transactions 1			\$45.00
Account 53320 - Advertising										
7290 - Cynthia Hogan(Monster Digital Marketing)	105	18-Twin Lakes Rec Center website	Paid by EFT # 38788		12/15/2020	12/15/2020	12/24/2020		12/24/2020	4,900.00
Account 53320 - Advertising Totals							Invoice Transactions 1			\$4,900.00
Account 53990 - Other Services and Charges										
11693 - The Award Center, INC	60057	18-Park Partner plaque IU Credit Union	Paid by EFT # 38915		12/15/2020	12/15/2020	12/24/2020		12/24/2020	30.00



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			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$30.00
			Program 181100 - Marketing Totals			Invoice Transactions 4		\$5,015.91
Program 182001 - Aquatics - Bryan Pool								
Account 52420 - Other Supplies								
53005 - Menards, INC	61646	18 - Plywood to cover broken window Bryan	Paid by Check # 73157	12/15/2020	12/15/2020	12/24/2020	12/24/2020	33.98
54255 - Spear Corporation	309606	18 - Bryan Mills Pool Vacuum	Paid by EFT # 38897	12/15/2020	12/15/2020	12/24/2020	12/24/2020	2,500.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 2		\$2,533.98
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132X11	18- AT&T Cell November Charges	Paid by Check # 73091	12/09/2020	12/09/2020	12/09/2020	12/09/2020	29.24
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$29.24
Account 53510 - Electrical Services								
223 - Duke Energy	830037300101220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	50.86
			Account 53510 - Electrical Services Totals			Invoice Transactions 1		\$50.86
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	249.46
			Account 53530 - Water and Sewer Totals			Invoice Transactions 1		\$249.46
Account 53540 - Natural Gas								
222 - Vectren	0250755166121020	18-Natural Gas	Paid by Check # 73126	12/14/2020	12/14/2020	12/14/2020	12/15/2020	46.00
			Account 53540 - Natural Gas Totals			Invoice Transactions 1		\$46.00
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	5280758	18- Bryan Pool Fire Extinguisher annual	Paid by EFT # 38821	12/15/2020	12/15/2020	12/24/2020	12/24/2020	159.20
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$159.20
			Program 182001 - Aquatics - Bryan Pool Totals			Invoice Transactions 7		\$3,068.74
Program 182002 - Aquatics - Mills Pool								
Account 52420 - Other Supplies								
54255 - Spear Corporation	309606	18 - Bryan Mills Pool Vacuum	Paid by EFT # 38897	12/15/2020	12/15/2020	12/24/2020	12/24/2020	1,249.99
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$1,249.99
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132X11	18- AT&T Cell November Charges	Paid by Check # 73091	12/09/2020	12/09/2020	12/09/2020	12/09/2020	82.32
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$82.32
Account 53510 - Electrical Services								



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223 - Duke Energy	83003730010 1220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	(153.91)
Account 53510 - Electrical Services Totals							Invoice Transactions 1	(153.91)
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	87.41
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$87.41
Account 53540 - Natural Gas								
222 - Vectren	50524084891207 20	18-Natural Gas November Charges Mills	Paid by Check # 73094	12/09/2020	12/09/2020	12/09/2020	12/09/2020	47.79
Account 53540 - Natural Gas Totals							Invoice Transactions 1	\$47.79
Program 182002 - Aquatics - Mills Pool Totals							Invoice Transactions 5	\$1,313.60
Program 182500 - Frank Southern Center								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	908.91
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	\$908.91
Account 43260 - Equipment Rentals								
204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	68.93
Account 43260 - Equipment Rentals Totals							Invoice Transactions 1	\$68.93
Account 52240 - Fuel and Oil								
2708 - AmeriGas Propane, LP	3114853776	18 FSC Propane for Zamboni	Paid by EFT # 38673	12/14/2020	12/14/2020	12/14/2020	12/15/2020	106.25
Account 52240 - Fuel and Oil Totals							Invoice Transactions 1	\$106.25
Account 52420 - Other Supplies								
818 - Everywhere Signs, LLC	57380	18-Two Handicapped signs to comply ADA	Paid by EFT # 38771	12/15/2020	12/15/2020	12/24/2020	12/24/2020	75.00
5819 - Synchrony Bank	866883974837	18 FSC Markers for Ice	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	19.60
Account 52420 - Other Supplies Totals							Invoice Transactions 2	\$94.60
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 1220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	6,432.31
Account 53510 - Electrical Services Totals							Invoice Transactions 1	\$6,432.31
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	1,127.77
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$1,127.77
Account 53540 - Natural Gas								



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222 - Vectren	02505732281210	18-Natural Gas	Paid by Check # 73126	12/14/2020	12/14/2020	12/14/2020	12/15/2020	769.55
Account 53540 - Natural Gas Totals							Invoice Transactions 1	\$769.55
Account 53610 - Building Repairs								
321 - Harrell Fish, INC (HFI)	W61886	18 FSC Replaced igniters to Lochinvar water heater	Paid by EFT # 38782	12/15/2020	12/15/2020	12/24/2020	12/24/2020	4,960.21
392 - Koorsen Fire & Security, INC	5280753	18 FSC Annual Inspection Fire Extinguishers	Paid by EFT # 38821	12/15/2020	12/15/2020	12/24/2020	12/24/2020	188.85
Account 53610 - Building Repairs Totals							Invoice Transactions 2	\$5,149.06
Account 53630 - Machinery and Equipment Repairs								
192 - Keller Heating & Air Conditioning, INC	107741813	18-Change filters	Paid by EFT # 38816	12/15/2020	12/15/2020	12/24/2020	12/24/2020	196.50
Account 53630 - Machinery and Equipment Repairs Totals							Invoice Transactions 1	\$196.50
Account 53650 - Other Repairs								
423 - City Glass of Bloomington, INC	72990	18-replace broken glass	Paid by EFT # 38735	12/15/2020	12/15/2020	12/24/2020	12/24/2020	231.71
1016 - Otto-Meyer, INC (Otto's Parking Marking)	0481090-IN	18- Re-strip of Frank Southern Ice Arena	Paid by EFT # 38855	12/15/2020	12/15/2020	12/24/2020	12/24/2020	728.00
Account 53650 - Other Repairs Totals							Invoice Transactions 2	\$959.71
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	1190548452 1220	18-Cable Service FSC	Paid by Check # 73102	12/14/2020	12/14/2020	12/14/2020	12/15/2020	114.77
4170 - Comcast Cable Communications, INC	1190548452 1120	18-Cable Service FSC	Paid by Check # 73102	12/14/2020	12/14/2020	12/14/2020	12/15/2020	104.77
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 2	\$219.54
Account 53920 - Laundry and Other Sanitation Services								
6279 - Destiny Easton (I Shine Cleaning, LLC)	4733	18 - FSC Bi weekly Bathroom cleaning	Paid by EFT # 38759	12/15/2020	12/15/2020	12/24/2020	12/24/2020	45.00
4175 - The Stables Events, LLC (Izzy's Rentals)	11718	18 - FSC Port a let	Paid by EFT # 38917	12/15/2020	12/15/2020	12/24/2020	12/24/2020	195.00
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 2	\$240.00
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002639587	18-Landfill December Charges FSC	Paid by EFT # 38657	12/09/2020	12/09/2020	12/09/2020	12/09/2020	117.60
Account 53950 - Landfill Totals							Invoice Transactions 1	\$117.60
Program 182500 - Frank Southern Center Totals							Invoice Transactions 18	\$16,390.73
Program 183500 - Golf Services								
Account 43260 - Equipment Rentals								
204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	976.27
Account 43260 - Equipment Rentals Totals							Invoice Transactions 1	\$976.27
Account 43380 - Other Services								



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204 - State Of Indiana	Nov 2020 Sales Tax	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	396.69
Account 43380 - Other Services Totals Invoice Transactions 1								\$396.69
Account 47110 - Miscellaneous								
204 - State Of Indiana	Nov 2020 Sales Tax	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	9.76
Account 47110 - Miscellaneous Totals Invoice Transactions 1								\$9.76
Account 52340 - Other Repairs and Maintenance								
4461 - Tieman Tire Co, of Bloomington, INC	102315	18-tubes	Paid by EFT # 38919	12/15/2020	12/15/2020	12/24/2020	12/24/2020	30.00
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 1								\$30.00
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132X111	18- AT&T Cell November Charges	Paid by Check # 73091	12/09/2020	12/09/2020	12/09/2020	12/09/2020	53.08
Account 53210 - Telephone Totals Invoice Transactions 1								\$53.08
Account 53510 - Electrical Services								
223 - Duke Energy	830037300101220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	1,007.71
Account 53510 - Electrical Services Totals Invoice Transactions 1								\$1,007.71
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	1,980.10
208 - City Of Bloomington Utilities	14187-001123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	2,262.37
Account 53530 - Water and Sewer Totals Invoice Transactions 2								\$4,242.47
Account 53540 - Natural Gas								
222 - Vectren	1154625513120720	18-Natural Gas November Charges Golf	Paid by Check # 73094	12/09/2020	12/09/2020	12/09/2020	12/09/2020	43.94
Account 53540 - Natural Gas Totals Invoice Transactions 1								\$43.94
Account 53630 - Machinery and Equipment Repairs								
392 - Koorsen Fire & Security, INC	5280752	18 - Cascades Annual Fire Extinguisher Insp.	Paid by EFT # 38821	12/15/2020	12/15/2020	12/24/2020	12/24/2020	553.70
Account 53630 - Machinery and Equipment Repairs Totals Invoice Transactions 1								\$553.70
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	11909437941220	18-Cable Service Cascades Golf	Paid by Check # 73103	12/14/2020	12/14/2020	12/14/2020	12/15/2020	204.79
54935 - Vermont Systems, INC	68194	Tee time annual maintenance software	Paid by EFT # 38931	12/15/2020	12/15/2020	12/24/2020	12/24/2020	780.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 2								\$984.79
Account 53990 - Other Services and Charges								
421 - Centerstone Of Indiana, INC	December 8, 20a	18-(12) wks payment for Ops, landscaping, golf,	Paid by EFT # 38730	12/15/2020	12/15/2020	12/24/2020	12/24/2020	6,095.04



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Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$6,095.04		
Program 183500 - Golf Services Totals				Invoice Transactions 13		\$14,393.45		
Program 184000 - Natural Resources								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	447844548837	18- Amazon Kayak Griffy Boathouse	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	373.61
5819 - Synchrony Bank	457836736389	18- Amazon Kevlar Felt Skid Pads Griffy BH	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	80.96
5819 - Synchrony Bank	735538586683	18- Amazon Kayak Paddles Griffy BH	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	61.98
5819 - Synchrony Bank	885576899379	18- Amazon Replacement Batteries and Hiking BP	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	62.98
Account 52420 - Other Supplies Totals				Invoice Transactions 4		\$579.53		
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132X11	18- AT&T Cell November Charges	Paid by Check # 73091	12/09/2020	12/09/2020	12/09/2020	12/09/2020	70.15
Account 53210 - Telephone Totals				Invoice Transactions 1		\$70.15		
Account 53510 - Electrical Services								
223 - Duke Energy	830037300101220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	29.95
Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$29.95		
Account 53990 - Other Services and Charges								
6614 - J.R. Ellington Tree Experts	10092001	18-Tree Removal Services for Griffy Lake	Paid by EFT # 38811	12/15/2020	12/15/2020	12/24/2020	12/24/2020	3,150.00
7319 - Charles Spencer Taylor(Lightning Heart Productions, LLC)	1002	18-Environmental Education Video Filming and Editing Services	Paid by EFT # 38913	12/15/2020	12/15/2020	12/24/2020	12/24/2020	250.00
7442 - Western EcoSystems Technology, INC	74321	18- Griffy Lake Master Plan Update	Paid by EFT # 38938	12/15/2020	12/15/2020	12/24/2020	12/24/2020	2,082.50
7442 - Western EcoSystems Technology, INC	74358	18- Griffy Lake Master Plan Update	Paid by EFT # 38938	12/15/2020	12/15/2020	12/24/2020	12/24/2020	646.40
Account 53990 - Other Services and Charges Totals				Invoice Transactions 4		\$6,128.90		
Program 184000 - Natural Resources Totals				Invoice Transactions 10		\$6,808.53		
Program 186500 - Community Events								
Account 43270 - Registration Fees								
Sue McCracken	2020-00002011	18-Refunds	Paid by Check # 73198	12/15/2020	12/15/2020	12/24/2020	12/24/2020	60.00
Account 43270 - Registration Fees Totals				Invoice Transactions 1		\$60.00		
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards	683064	18-November Charges Walmart Supplies	Paid by Check # 73123	12/14/2020	12/14/2020	12/14/2020	12/15/2020	97.38
Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$97.38		



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Program 187001 - Adult Sports-Softball				Program 186500 - Community Events Totals		Invoice Transactions 2		\$157.38
Account 52230 - Garage and Motor Supplies								
476 - Southern Indiana Parts, INC (Napa Auto Parts)	339767	18 TLSP oil filters and oil for TLSP mowers	Paid by EFT # 38896	12/15/2020	12/15/2020	12/24/2020	12/24/2020	61.65
Account 52230 - Garage and Motor Supplies Totals						Invoice Transactions 1		\$61.65
Account 52420 - Other Supplies								
395 - Kirby Risk Corp	S111184704.001	18-TLSP Bulbs	Paid by EFT # 38819	12/15/2020	12/15/2020	12/24/2020	12/24/2020	74.92
394 - Kleindorfer Hardware & Variety	653587	18 TLSP Knee Pads and Cable ties	Paid by EFT # 38820	12/15/2020	12/15/2020	12/24/2020	12/24/2020	18.98
Account 52420 - Other Supplies Totals						Invoice Transactions 2		\$93.90
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132X1 11	18- AT&T Cell November Charges	Paid by Check # 73091	12/09/2020	12/09/2020	12/09/2020	12/09/2020	47.68
Account 53210 - Telephone Totals						Invoice Transactions 1		\$47.68
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 1220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	487.73
Account 53510 - Electrical Services Totals						Invoice Transactions 1		\$487.73
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	24.93
208 - City Of Bloomington Utilities	14187-001 123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	895.49
Account 53530 - Water and Sewer Totals						Invoice Transactions 2		\$920.42
Account 53610 - Building Repairs								
392 - Koorsen Fire & Security, INC	5280746	18 TLSP Annual Inspection Fire	Paid by EFT # 38821	12/15/2020	12/15/2020	12/24/2020	12/24/2020	30.20
Account 53610 - Building Repairs Totals						Invoice Transactions 1		\$30.20
Account 53990 - Other Services and Charges								
421 - Centerstone Of Indiana, INC	December 8, 20a	18-(12) wks payment for Ops, landscaping, golf,	Paid by EFT # 38730	12/15/2020	12/15/2020	12/24/2020	12/24/2020	4,426.18
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		\$4,426.18
Program 187001 - Adult Sports-Softball Totals						Invoice Transactions 9		\$6,067.76
Program 187202 - Youth Sports-Winslow								
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 1220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	698.03
Account 53510 - Electrical Services Totals						Invoice Transactions 1		\$698.03
Account 53530 - Water and Sewer								



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208 - City Of Bloomington Utilities	4159-001 123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	1,292.78
Account 53530 - Water and Sewer Totals Invoice Transactions 1								<u>\$1,292.78</u>
Account 53650 - Other Repairs								
298 - Commercial Service Of Bloomington, INC	S202012	18-Winslow Rebuild backflow check valves	Paid by EFT # 38740	12/15/2020	12/15/2020	12/24/2020	12/24/2020	695.00
Account 53650 - Other Repairs Totals Invoice Transactions 1								<u>\$695.00</u>
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	5280749	18- Winslow Fire Extinguisher annual	Paid by EFT # 38821	12/15/2020	12/15/2020	12/24/2020	12/24/2020	204.85
Account 53990 - Other Services and Charges Totals Invoice Transactions 1								<u>\$204.85</u>
Program 187202 - Youth Sports-Winslow Totals Invoice Transactions 4								<u>\$2,890.66</u>
Program 187208 - Youth Sports-Olcott								
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 1220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	267.06
Account 53510 - Electrical Services Totals Invoice Transactions 1								<u>\$267.06</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	512.55
Account 53530 - Water and Sewer Totals Invoice Transactions 1								<u>\$512.55</u>
Program 187208 - Youth Sports-Olcott Totals Invoice Transactions 2								<u>\$779.61</u>
Program 187500 - Banneker								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	81.34
Account 43220 - Facility Rentals Totals Invoice Transactions 1								<u>\$81.34</u>
Account 52310 - Building Materials and Supplies								
5819 - Synchrony Bank	757838463857	18- Amazon Supplies	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	25.99
5819 - Synchrony Bank	934779439378	18- Amazon Face Mask Baneker	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	26.91
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2								<u>\$52.90</u>
Account 53140 - Exterminator Services								
4073 - Terminix International	402381862	18-BBCC-November IPM	Paid by Check # 73168	12/15/2020	12/15/2020	12/24/2020	12/24/2020	60.00
Account 53140 - Exterminator Services Totals Invoice Transactions 1								<u>\$60.00</u>
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 1220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	150.44
Account 53510 - Electrical Services Totals Invoice Transactions 1								<u>\$150.44</u>



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Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001 123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	90.70
Account 53530 - Water and Sewer Totals Invoice Transactions 1								<hr/> \$90.70

Account 53540 - Natural Gas

222 - Vectren	03507450061207 20	18-Natural Gas November Charges BBC	Paid by Check # 73094	12/09/2020	12/09/2020	12/09/2020	12/09/2020	198.40
Account 53540 - Natural Gas Totals Invoice Transactions 1								<hr/> \$198.40

Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC	5205335	18-BBCC-Koorsen Quarterly Billing	Paid by EFT # 38821	12/15/2020	12/15/2020	12/24/2020	12/24/2020	79.57
Account 53610 - Building Repairs Totals Invoice Transactions 1								<hr/> \$79.57

Account 53630 - Machinery and Equipment Repairs

3560 - First Financial Bank / Credit Cards	292988	18- November Charges Lift Permit	Paid by Check # 73123	12/14/2020	12/14/2020	12/14/2020	12/15/2020	131.98
5819 - Synchrony Bank	497553878745	18-Amazon Dish Rack Banneker	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	51.41
5819 - Synchrony Bank	438534535938	18-Amazon AED Replacement Batteries	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	99.00
5819 - Synchrony Bank	439566975745	18- Amazon Threshold Ramps Banneker	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	159.58
5819 - Synchrony Bank	757838463857	18- Amazon Supplies	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	269.98
5819 - Synchrony Bank	777879668449	18- Amazon Refund Industrial Tote	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	(163.99)
5819 - Synchrony Bank	779956588655	18- Amazon Industrial Tote Banneker	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	163.99
5819 - Synchrony Bank	894397937653	Amazon- Swiffer WetJet	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	25.99
Account 53630 - Machinery and Equipment Repairs Totals Invoice Transactions 8								<hr/> \$737.94

Account 53990 - Other Services and Charges

204 - State Of Indiana	61959-a	18-Background Checks Seasonal Staffing	Paid by Check # 73166	12/15/2020	12/15/2020	12/24/2020	12/24/2020	14.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1								<hr/> \$14.00

Program 188001 - Inclusive Recreation

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287297421132X1 11	18- AT&T Cell November Charges	Paid by Check # 73091	12/09/2020	12/09/2020	12/09/2020	12/09/2020	23.84
Account 53210 - Telephone Totals Invoice Transactions 1								<hr/> \$23.84
Program 188001 - Inclusive Recreation Totals Invoice Transactions 1								<hr/> \$23.84

Program 189000 - Operations



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Account 52210 - Institutional Supplies

313 - Fastenal Company	INBLM221687	18-gloves	Paid by EFT # 38772	12/15/2020	12/15/2020	12/24/2020	12/24/2020	89.65
9269 - Ferguson Facilities Supply, HP Products #3400	0220100-2	18-(3) cs foam soap refills	Paid by EFT # 38773	12/15/2020	12/15/2020	12/24/2020	12/24/2020	167.67
Account 52210 - Institutional Supplies Totals Invoice Transactions 2								<hr/> \$257.32

Account 52220 - Agricultural Supplies

51891 - Forest Commodities, INC	20120301	118-(5) semi-truck loads EWF playground	Paid by EFT # 38777	12/15/2020	12/15/2020	12/24/2020	12/24/2020	985.00
Account 52220 - Agricultural Supplies Totals Invoice Transactions 1								<hr/> \$985.00

Account 52230 - Garage and Motor Supplies

53005 - Menards, INC	61200	18-(10) 32 oz bottles diesel stabilizer & WD-40	Paid by Check # 73157	12/15/2020	12/15/2020	12/24/2020	12/24/2020	94.78
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 1								<hr/> \$94.78

Account 52310 - Building Materials and Supplies

5415 - Allied Wholesale Electrical Supply, LLC	5609855	18-Materials for SYP dog park drainage project	Paid by EFT # 38688	12/15/2020	12/15/2020	12/24/2020	12/24/2020	14.37
5415 - Allied Wholesale Electrical Supply, LLC	5609233	18-Materials for SYP dog park drainage project	Paid by EFT # 38688	12/15/2020	12/15/2020	12/24/2020	12/24/2020	153.57
50594 - Barry Company, INC	792205	18-Materials for SYP dog park drainage project	Paid by EFT # 38700	12/15/2020	12/15/2020	12/24/2020	12/24/2020	17.15
50594 - Barry Company, INC	792136	18-Materials for SYP dog park drainage project	Paid by EFT # 38700	12/15/2020	12/15/2020	12/24/2020	12/24/2020	23.32
365 - Rogers Group, INC	0071180040	18-(8) tons clean fill scrap	Paid by EFT # 38880	12/15/2020	12/15/2020	12/24/2020	12/24/2020	280.00
365 - Rogers Group, INC	0713006613	18-(8) tons #11 stone for SYP dog park drainage	Paid by EFT # 38880	12/15/2020	12/15/2020	12/24/2020	12/24/2020	76.00
365 - Rogers Group, INC	0713006656	18-(8) tons #11 stone for SYP dog park drainage	Paid by EFT # 38880	12/15/2020	12/15/2020	12/24/2020	12/24/2020	76.00
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 7								<hr/> \$640.41

Account 52340 - Other Repairs and Maintenance

4877 - Asher Group, INC	113773	18-Western salt spreader for vehicle #841	Paid by EFT # 38695	12/15/2020	12/15/2020	12/24/2020	12/24/2020	1,317.35
394 - Kleindorfer Hardware & Variety	655000	18-clevis for chain	Paid by EFT # 38820	12/15/2020	12/15/2020	12/24/2020	12/24/2020	6.78
53005 - Menards, INC	61315	18-plywood and poly clear for SYP dog park	Paid by Check # 73157	12/15/2020	12/15/2020	12/24/2020	12/24/2020	243.25
53005 - Menards, INC	61230	18-SYP dog park drainage project	Paid by Check # 73157	12/15/2020	12/15/2020	12/24/2020	12/24/2020	98.58
53005 - Menards, INC	61288	18-safety fence	Paid by Check # 73157	12/15/2020	12/15/2020	12/24/2020	12/24/2020	29.95
53005 - Menards, INC	61284	18-cable ties, safety fence	Paid by Check # 73157	12/15/2020	12/15/2020	12/24/2020	12/24/2020	65.48



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11611 - Woods Electrical Contractors, INC	2010COBBLIN	18-Repairs to (7) B-Line lights	Paid by EFT # 38942	12/15/2020	12/15/2020	12/24/2020	12/24/2020	736.87
Account 52340 - Other Repairs and Maintenance Totals						Invoice Transactions 7		<u>\$2,498.26</u>
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	651501	18-cable and clamps	Paid by EFT # 38820	12/15/2020	12/15/2020	12/24/2020	12/24/2020	19.10
5819 - Synchrony Bank	673669748474	18- Amazon Handsfree Bluetooth Car Kit	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	67.98
Account 52420 - Other Supplies Totals						Invoice Transactions 2		<u>\$87.08</u>
Account 53110 - Engineering and Architectural								
1352 - Cornerstone Planning & Design INC	20-031	18-Project Management Services	Paid by EFT # 38744	12/15/2020	12/15/2020	12/24/2020	12/24/2020	472.00
Account 53110 - Engineering and Architectural Totals						Invoice Transactions 1		<u>\$472.00</u>
Account 53130 - Medical								
231 - IU Health OCC Health Services	00112414-00	18-(1) Hep B vaccine	Paid by EFT # 38809	12/15/2020	12/15/2020	12/24/2020	12/24/2020	121.00
231 - IU Health OCC Health Services	00112412-00	18- random DOT drug screening	Paid by EFT # 38809	12/15/2020	12/15/2020	12/24/2020	12/24/2020	47.00
231 - IU Health OCC Health Services	00112415-00	18-random DOT drug screenings	Paid by EFT # 38809	12/15/2020	12/15/2020	12/24/2020	12/24/2020	47.00
231 - IU Health OCC Health Services	00112817-00	18-Hearing tests	Paid by EFT # 38809	12/15/2020	12/15/2020	12/24/2020	12/24/2020	136.00
Account 53130 - Medical Totals						Invoice Transactions 4		<u>\$351.00</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132X111	18- AT&T Cell November Charges	Paid by Check # 73091	12/09/2020	12/09/2020	12/09/2020	12/09/2020	269.30
Account 53210 - Telephone Totals						Invoice Transactions 1		<u>\$269.30</u>
Account 53510 - Electrical Services								
223 - Duke Energy	830037300101220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	2,610.08
Account 53510 - Electrical Services Totals						Invoice Transactions 1		<u>\$2,610.08</u>
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	1,135.34
208 - City Of Bloomington Utilities	14187-001123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	1,890.41
208 - City Of Bloomington Utilities	39530-002123120	18-Water Sewer Charges November 39530-002	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	54.07
Account 53530 - Water and Sewer Totals						Invoice Transactions 3		<u>\$3,079.82</u>
Account 53540 - Natural Gas								
222 - Vectren	0252409732120320	18-Natural Gas November Charges Ops	Paid by Check # 73094	12/09/2020	12/09/2020	12/09/2020	12/09/2020	137.06



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222 - Vectren	02551894741210	18-Natural Gas	Paid by Check #	12/14/2020	12/14/2020	12/14/2020	12/15/2020	104.44
	20		73126					
Account 53540 - Natural Gas Totals						Invoice Transactions 2		\$241.50
Account 53650 - Other Repairs								
11611 - Woods Electrical Contractors, INC	2010COBBLIN	18-Repairs to (7) B-Line lights	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	407.50
			38942					
Account 53650 - Other Repairs Totals						Invoice Transactions 1		\$407.50
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	001824635527	18-Uniform & mat cleaning services	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	21.31
			38693					
4175 - The Stables Events, LLC (Izzy's Rentals)	11939	18-(4) wks rental & service on port-a-lets @	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	832.50
			38917					
Account 53920 - Laundry and Other Sanitation Services Totals						Invoice Transactions 2		\$853.81
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002643095	18-Landfill November Charges Ops	Paid by EFT #	12/09/2020	12/09/2020	12/09/2020	12/09/2020	620.90
			38658					
Account 53950 - Landfill Totals						Invoice Transactions 1		\$620.90
Account 53990 - Other Services and Charges								
421 - Centerstone Of Indiana, INC	December 8, 20a	18-(12) wks payment for Ops, landscaping, golf,	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	13,551.21
			38730					
321 - Harrell Fish, INC (HFI)	W62050	18-Testing of (7) backflow devices	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	770.00
			38782					
Account 53990 - Other Services and Charges Totals						Invoice Transactions 2		\$14,321.21
Program 189000 - Operations Totals						Invoice Transactions 38		\$27,789.97
Program 189006 - Switchyard Property								
Account 52210 - Institutional Supplies								
51857 - Flex-Pac, INC	I289781-01	18 SYP Institutional Supplies - Liners	Paid by Check #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	50.29
			73149					
Account 52210 - Institutional Supplies Totals						Invoice Transactions 1		\$50.29
Account 52420 - Other Supplies								
409 - Black Lumber Co. INC	459609	18 SYP Angle Grinder and Pads	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	153.93
			38708					
9523 - Freedom Business Solutions, LLC	11844	18 SYP Toner Cartridges for the Printer	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	255.00
			38778					
394 - Kleindorfer Hardware & Variety	654500	18 SYP Zip ties, Scissors, Snips for Fence Project	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	38.47
			38820					
53005 - Menards, INC	61523	18 SYP Misc Hardware	Paid by Check #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	51.88
			73157					
Account 52420 - Other Supplies Totals						Invoice Transactions 4		\$499.28
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132X11	18- AT&T Cell November Charges	Paid by Check #	12/09/2020	12/09/2020	12/09/2020	12/09/2020	40.91
			73091					



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				Account 53210 - Telephone Totals		Invoice Transactions 1		\$40.91
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 1220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	2,847.73
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$2,847.73
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	37123-003 123120	18-Water Sewer Charges November Acct 37123	Paid by Check # 73096	12/14/2020	12/14/2020	12/14/2020	12/15/2020	1,219.50
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$1,219.50
Account 53540 - Natural Gas								
222 - Vectren	02560439681210 20	18-Natural Gas	Paid by Check # 73126	12/14/2020	12/14/2020	12/14/2020	12/15/2020	262.78
				Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$262.78
Account 53610 - Building Repairs								
4902 - DEEM, LLC	965285	18 FSC Cooling Tower Repairs	Paid by EFT # 38754	12/15/2020	12/15/2020	12/24/2020	12/24/2020	1,326.44
54255 - Spear Corporation	309678	18 SYP Pump parts, protector, for Spray Pad	Paid by EFT # 38897	12/15/2020	12/15/2020	12/24/2020	12/24/2020	627.64
				Account 53610 - Building Repairs Totals		Invoice Transactions 2		\$1,954.08
Account 53920 - Laundry and Other Sanitation Services								
53657 - Plymate, INC	2973205	18 SYP Vestibule Rug Service	Paid by EFT # 38866	12/15/2020	12/15/2020	12/24/2020	12/24/2020	111.33
				Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 1		\$111.33
				Program 189006 - Switchyard Property Totals		Invoice Transactions 12		\$6,985.90
Program 189500 - Landscaping								
Account 52220 - Agricultural Supplies								
5391 - Spence Restoration Nursery, INC	1932	18- LAND Upland Woodland native seed	Paid by EFT # 38898	12/15/2020	12/15/2020	12/24/2020	12/24/2020	1,735.00
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		\$1,735.00
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	654634	18- LAND fencing material	Paid by EFT # 38820	12/15/2020	12/15/2020	12/24/2020	12/24/2020	217.99
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1		\$217.99
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	654634	18- LAND fencing material	Paid by EFT # 38820	12/15/2020	12/15/2020	12/24/2020	12/24/2020	217.99
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$217.99
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132X1 11	18- AT&T Cell November Charges	Paid by Check # 73091	12/09/2020	12/09/2020	12/09/2020	12/09/2020	40.91
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$40.91



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Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges	Paid by Check #	12/09/2020	12/09/2020	12/09/2020	12/09/2020	94.78
	123120	November	73093					
208 - City Of Bloomington Utilities	41294-001	18-Water Sewer Charges	Paid by Check #	12/09/2020	12/09/2020	12/09/2020	12/09/2020	140.94
	123120	November	73093					
208 - City Of Bloomington Utilities	200807-003	18-Water Sewer Charges	Paid by Check #	12/14/2020	12/14/2020	12/14/2020	12/15/2020	94.78
	12312	November LS	73096					
Account 53530 - Water and Sewer Totals				Invoice Transactions 3				\$330.50

Account 53950 - Landfill

908 - JB Salvage (Westside Auto Parts)	8611	18- yard waste dumpster at 545 South Adams	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	280.00
			38813					
Account 53950 - Landfill Totals				Invoice Transactions 1				\$280.00

Account 53990 - Other Services and Charges

421 - Centerstone Of Indiana, INC	December 8,	18-(12) wks payment for	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	12,631.52
	20a	Ops, landscaping, golf,	38730					
121 - Eco Logic, LLC	4654	18-Invasive Plant	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	5,049.00
		Management	38760					
121 - Eco Logic, LLC	4632	18- LAND Invasive	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	6,120.00
		Species Mgmt at SYP and	38760					
Account 53990 - Other Services and Charges Totals				Invoice Transactions 3				\$23,800.52
Program 189500 - Landscaping Totals				Invoice Transactions 11				\$26,622.91

Program 189501 - Cemeteries

Account 53110 - Engineering and Architectural

1352 - Cornerstone Planning & Design INC	20-030	18-Conceptual design services for Scatter	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	1,500.00
			38744					
Account 53110 - Engineering and Architectural Totals				Invoice Transactions 1				\$1,500.00

Account 53130 - Medical

231 - IU Health OCC Health Services	00112576-00	18-Hearing tests	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	306.00
			38809					
Account 53130 - Medical Totals				Invoice Transactions 1				\$306.00

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287297421132X11	18- AT&T Cell November Charges	Paid by Check #	12/09/2020	12/09/2020	12/09/2020	12/09/2020	40.91
			73091					
Account 53210 - Telephone Totals				Invoice Transactions 1				\$40.91

Account 53510 - Electrical Services

223 - Duke Energy	830037300101220	18-electricity	Paid by Check #	12/14/2020	12/14/2020	12/14/2020	12/15/2020	205.19
			73122					
Account 53510 - Electrical Services Totals				Invoice Transactions 1				\$205.19

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	41294-001	18-Water Sewer Charges	Paid by Check #	12/09/2020	12/09/2020	12/09/2020	12/09/2020	312.37
	123120	November	73093					
Account 53530 - Water and Sewer Totals				Invoice Transactions 1				\$312.37



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Account 53540 - Natural Gas

222 - Vectren	21501905571224	18-Natural Gas	Paid by Check #	12/09/2020	12/09/2020	12/09/2020	12/09/2020	30.80
	20	November Charges Rose	73094					
222 - Vectren	21546282491207	18-Natural Gas	Paid by Check #	12/09/2020	12/09/2020	12/09/2020	12/09/2020	27.84
	20	November Charges Rose	73094					
Account 53540 - Natural Gas Totals							Invoice Transactions 2	\$58.64
Program 189501 - Cemeteries Totals							Invoice Transactions 7	\$2,423.11

Program 189503 - Urban Forestry

Account 52220 - Agricultural Supplies

7478 - Leo A Linne (Linne Brothers Landscaping LLC	2327	18 - UF - SYP	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	3,735.00
		Replacement Trees Fall	38826					
7478 - Leo A Linne (Linne Brothers Landscaping LLC	2316	18 - UF - SYP	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	540.00
		Replacement Trees Fall	38826					
4965 - Shade Trees Unlimited, INC	9067	18 - UF - Fall Tree Order	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	1,095.00
		Remainder (5 Trees)	38884					
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 3	\$5,370.00

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	651948	18-epoxy glue	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	12.89
			38820					
Account 52420 - Other Supplies Totals							Invoice Transactions 1	\$12.89

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	287297421132X1	18- AT&T Cell November	Paid by Check #	12/09/2020	12/09/2020	12/09/2020	12/09/2020	158.63
	11	Charges	73091					
Account 53210 - Telephone Totals							Invoice Transactions 1	\$158.63

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges	Paid by Check #	12/09/2020	12/09/2020	12/09/2020	12/09/2020	140.85
	123120	November	73093					
208 - City Of Bloomington Utilities	41294-001	18-Water Sewer Charges	Paid by Check #	12/09/2020	12/09/2020	12/09/2020	12/09/2020	12.79
	123120	November	73093					
Account 53530 - Water and Sewer Totals							Invoice Transactions 2	\$153.64

Account 53990 - Other Services and Charges

3735 - Bluestone, LLC	6751	18 - UF - Bluestone	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	2,610.00
		Service Agreement Fall	38716					
3735 - Bluestone, LLC	6951	18 - UF - Bluestone	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	515.40
		Service Agreement Fall	38716					
3735 - Bluestone, LLC	6952	18 - UF - Rail Trail Tree	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	4,970.26
		Removal (6 Trees)	38716					
1643 - Designscape Horticulture	31815	18-3rd St Park Beech	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	1,430.89
Services, INC		Tree PHC	38755					
1643 - Designscape Horticulture	31814	18- Insecticide treatment	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	2,650.00
Services, INC		for bagworm	38755					
6614 - J.R. Ellington Tree Experts	10092002	18 - UF - Cascades Golf	Paid by EFT #	12/15/2020	12/15/2020	12/24/2020	12/24/2020	3,000.00
		Tree Removal	38811					



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11221 - Paul R Patrick (Rick Patrick Tree Care)	120220-COB01	18 - UF - Young Tree Pruning (98 trees)	Paid by EFT # 38858	12/15/2020	12/15/2020	12/24/2020	12/24/2020	860.00
5768 - Thomas J Grimes Enterprises, INC (Torco Testing)	17861a	18-Dielectric testing on UF bucket truck (#850)	Paid by Check # 73169	12/15/2020	12/15/2020	12/24/2020	12/24/2020	472.00

Account 53990 - Other Services and Charges Totals	Invoice Transactions 8	\$16,508.55
Program 189503 - Urban Forestry Totals	Invoice Transactions 15	\$22,203.71
Department 18 - Parks & Recreation Totals	Invoice Transactions 180	\$164,022.90
Fund 200 - Parks and Recreation Gen (\$1301) Totals	Invoice Transactions 180	\$164,022.90

Fund 201 - Parks and Rec Non Reverting

Department 18 - Parks & Recreation

Program 181001 - Health & Wellness

Account 52420 - Other Supplies

5819 - Synchrony Bank	553769377354	18- Amazon Men and Women Winter Hats	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	71.00
5819 - Synchrony Bank	757838463857	18- Amazon Supplies	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	68.00
Account 52420 - Other Supplies Totals							Invoice Transactions 2	<hr/> \$139.00

Account 53940 - Temporary Contractual Employee

421 - Centerstone Of Indiana, INC	December 8, 20	18 - Public health in parks contractual staffing	Paid by EFT # 38730	12/15/2020	12/15/2020	12/24/2020	12/24/2020	7,102.10
			Account 53940 - Temporary Contractual Employee	Totals		Invoice Transactions	1	\$7,102.10
			Program 181001 - Health & Wellness	Totals		Invoice Transactions	3	\$7,241.10

Program 182500 - Frank Southern Center

Account 52420 - Other Supplies

5819 - Synchrony Bank	769996648674	18 FSC Props & Costumes for Skate and	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	38.87
5819 - Synchrony Bank	453384844336	18 FSC Props & Costumes for Skate and	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	7.27
5819 - Synchrony Bank	763476685373	18 FSC Props & Costumes for Skate and	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	313.04
5819 - Synchrony Bank	446477344749	18 FSC Props & Costumes for Skate and	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	67.93
Account 52420 - Other Supplies Totals							Invoice Transactions 4	\$427.11

Account 52430 - Uniforms and Tools

798 - Winters Associates Promotional Products, INC	113500	18 FSC Fleeces for Skating School Instructor	Paid by EFT # 38941	12/15/2020	12/15/2020	12/24/2020	12/24/2020	183.56
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1	\$183.56
Program 182500 - Frank Southern Center Totals							Invoice Transactions 5	\$610.67

Program 182501 - Frank Southern Center Concession

Account 43340 - Pro Shop Sales



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204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	7.22
Account 43340 - Pro Shop Sales Totals							Invoice Transactions 1	\$7.22
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions 1	\$7.22
Program 183500 - Golf Services								
Account 43220 - Facility Rentals								
Errek Suhr	2020-00002071	18-Refunds	Paid by Check # 73211	12/15/2020	12/15/2020	12/24/2020	12/24/2020	180.00
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	\$180.00
Account 43290 - Concessions								
204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	171.08
Account 43290 - Concessions Totals							Invoice Transactions 1	\$171.08
Account 43295 - Concessions FB Tax								
204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	7.09
204 - State Of Indiana	Nov 2020 FB Tax	18-November 2020 F&B Tax	Paid by EFT # 38680	12/18/2020	12/18/2020	12/18/2020	12/18/2020	1.01
Account 43295 - Concessions FB Tax Totals							Invoice Transactions 2	\$8.10
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	2056205754	18 - Cascades - Bottled Drinks and BIBs	Paid by EFT # 38739	12/15/2020	12/15/2020	12/24/2020	12/24/2020	149.75
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 1	\$149.75
Program 183500 - Golf Services Totals							Invoice Transactions 5	\$508.93
Program 183501 - Golf Course - Pro Shop								
Account 43340 - Pro Shop Sales								
204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	261.30
Account 43340 - Pro Shop Sales Totals							Invoice Transactions 1	\$261.30
Account 52330 - Street , Alley, and Sewer Material								
53619 - Ping, INC	15422157	18-pro shop items	Paid by EFT # 38864	12/15/2020	12/15/2020	12/24/2020	12/24/2020	112.47
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 1	\$112.47
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 2	\$373.77
Program 184000 - Natural Resources								
Account 43260 - Equipment Rentals								
204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	7.29
Account 43260 - Equipment Rentals Totals							Invoice Transactions 1	\$7.29
Program 184000 - Natural Resources Totals							Invoice Transactions 1	\$7.29



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Program 184500 - Youth Services -Juke Box

Account 53510 - Electrical Services

223 - Duke Energy	83003730010 1220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	199.96
			Account 53510 - Electrical Services Totals	Invoice Transactions 1				<u>\$199.96</u>

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	14187-001 123120	18-Water Sewer Charges November	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	87.89
			Account 53530 - Water and Sewer Totals	Invoice Transactions 1				<u>\$87.89</u>

Account 53540 - Natural Gas

222 - Vectren	79535304851210 20	18-Natural Gas	Paid by Check # 73126	12/14/2020	12/14/2020	12/14/2020	12/15/2020	82.04
			Account 53540 - Natural Gas Totals	Invoice Transactions 1				<u>\$82.04</u>
			Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 3				<u>\$369.89</u>

Program 184501 - Youth Services-Kid City Camps

Account 52420 - Other Supplies

5819 - Synchrony Bank	438534535938	18-Amazon AED Replacement Batteries	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	344.00
5819 - Synchrony Bank	757838463857	18- Amazon Supplies	Paid by EFT # 38910	12/15/2020	12/15/2020	12/24/2020	12/24/2020	29.99
			Account 52420 - Other Supplies Totals	Invoice Transactions 2				<u>\$373.99</u>
			Program 184501 - Youth Services-Kid City Camps Totals	Invoice Transactions 2				<u>\$373.99</u>

Program 184502 - Youth Expo- Childrens Expo

Account 43270 - Registration Fees

Bloomington Montessori School	2020-00002056	18-Refunds	Paid by Check # 73176	12/15/2020	12/15/2020	12/24/2020	12/24/2020	70.00
Amanda Boyle	2020-00002093	18-Refunds	Paid by Check # 73178	12/15/2020	12/15/2020	12/24/2020	12/24/2020	90.00
Cutters Soccer Club	2020-00002088	18-Refunds	Paid by Check # 73185	12/15/2020	12/15/2020	12/24/2020	12/24/2020	80.00
El Centro Comunal Latino	2020-00002094	18-Refunds	Paid by Check # 73186	12/15/2020	12/15/2020	12/24/2020	12/24/2020	90.00
Monroe County Government	2020-00002057	18-Refunds	Paid by Check # 73199	12/15/2020	12/15/2020	12/24/2020	12/24/2020	70.00
Monroe County YMCA	2020-00002086	18-Refunds	Paid by Check # 73200	12/15/2020	12/15/2020	12/24/2020	12/24/2020	70.00
People & Animals Learning Service	2020-00002085	18-Refunds	Paid by Check # 73204	12/15/2020	12/15/2020	12/24/2020	12/24/2020	70.00
SCAAP Head Start	2020-00002091	18-Refunds	Paid by Check # 73208	12/15/2020	12/15/2020	12/24/2020	12/24/2020	80.00
Underground Bakery	2020-00002089	18-Refunds	Paid by Check # 73212	12/15/2020	12/15/2020	12/24/2020	12/24/2020	80.00



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Dawn Wible	2020-00002058	18-Refunds	Paid by Check # 73215	12/15/2020	12/15/2020	12/24/2020	12/24/2020	90.00
			Account 43270 - Registration Fees Totals			Invoice Transactions 10		\$790.00
Account 43410 - Advertising Girls Inc. Of Monroe County	2020-00002087	18-Refunds	Paid by Check # 73188	12/15/2020	12/15/2020	12/24/2020	12/24/2020	150.00
			Account 43410 - Advertising Totals			Invoice Transactions 1		\$150.00
			Program 184502 - Youth Expo- Childrens Expo Totals			Invoice Transactions 11		\$940.00
Program 185000 - Twin Lakes Recreation Center								
Account 43220 - Facility Rentals								
Leandrew Alexander III	2020-00002070	18-Refunds	Paid by Check # 73173	12/15/2020	12/15/2020	12/24/2020	12/24/2020	60.00
Janna Shields	2020-00002072	18-Refunds	Paid by Check # 73209	12/15/2020	12/15/2020	12/24/2020	12/24/2020	90.00
204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	1,196.22
			Account 43220 - Facility Rentals Totals			Invoice Transactions 3		\$1,346.22
Account 52210 - Institutional Supplies								
9269 - Ferguson Facilities Supply, HP Products #3400	0228393	18 - TLRC Institutional Supplies	Paid by EFT # 38773	12/15/2020	12/15/2020	12/24/2020	12/24/2020	66.47
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 1		\$66.47
Account 52310 - Building Materials and Supplies								
53005 - Menards, INC	61485	18-staple gun, staples, rubber gloves, water	Paid by Check # 73157	12/15/2020	12/15/2020	12/24/2020	12/24/2020	43.27
53005 - Menards, INC	61545	18-acrylic sheets	Paid by Check # 73157	12/15/2020	12/15/2020	12/24/2020	12/24/2020	86.94
53005 - Menards, INC	61979	18-paint supplies	Paid by Check # 73157	12/15/2020	12/15/2020	12/24/2020	12/24/2020	68.80
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 3		\$199.01
Account 52420 - Other Supplies								
6299 - Bounds Flooring, INC	5/21/2020	18- TLRC Cove Base for Entryway/Lobby	Paid by EFT # 38720	12/15/2020	12/15/2020	12/24/2020	12/24/2020	102.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$102.00
Account 53320 - Advertising								
6385 - RTU, INC (Cartvertising)	SN1858838	18- Shopping Cart Advertising for the TLRC	Paid by Check # 73164	12/15/2020	12/15/2020	12/24/2020	12/24/2020	417.63
			Account 53320 - Advertising Totals			Invoice Transactions 1		\$417.63
Account 53510 - Electrical Services								
223 - Duke Energy	83003730010 1220	18-electricity	Paid by Check # 73122	12/14/2020	12/14/2020	12/14/2020	12/15/2020	507.66
			Account 53510 - Electrical Services Totals			Invoice Transactions 1		\$507.66
Account 53530 - Water and Sewer								



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208 - City Of Bloomington Utilities	39530-002 123120	18-Water Sewer Charges November 39530-002	Paid by Check # 73093	12/09/2020	12/09/2020	12/09/2020	12/09/2020	782.53
Account 53530 - Water and Sewer Totals Invoice Transactions 1								<hr/> \$782.53
Account 53540 - Natural Gas								
222 - Vectren	02527656231203 20	18-Natural Gas November Charges TLRC	Paid by Check # 73094	12/09/2020	12/09/2020	12/09/2020	12/09/2020	300.66
Account 53540 - Natural Gas Totals Invoice Transactions 1								<hr/> \$300.66
Account 53610 - Building Repairs								
53657 - Plymate, INC	2974882	18 - TLRC Entry Mat Service	Paid by EFT # 38866	12/15/2020	12/15/2020	12/24/2020	12/24/2020	78.62
Account 53610 - Building Repairs Totals Invoice Transactions 1								<hr/> \$78.62
Program 185000 - Twin Lakes Recreation Center Totals Invoice Transactions 13								<hr/> \$3,800.80
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	121020	18-TLRC Fitness Specialist	Paid by EFT # 38698	12/15/2020	12/15/2020	12/24/2020	12/24/2020	187.50
7207 - Ayaa Elgoharry	121120	18-TLRC Fitness Specialist	Paid by EFT # 38764	12/15/2020	12/15/2020	12/24/2020	12/24/2020	312.50
7086 - Rivkah L Moore	121120	18-TLRC Fitness Specialist	Paid by EFT # 38843	12/15/2020	12/15/2020	12/24/2020	12/24/2020	281.25
1973 - Megan M Stark	121120	18-TLRC Fitness Specialist	Paid by EFT # 38902	12/15/2020	12/15/2020	12/24/2020	12/24/2020	135.00
Account 53940 - Temporary Contractual Employee Totals Invoice Transactions 4								<hr/> \$916.25
Program 185002 - TLRC-Health & Wellness Totals Invoice Transactions 4								<hr/> \$916.25
Program 185003 - TLRC-Basketball								
Account 43270 - Registration Fees								
Kacey Barrow	2020-00002043	18-Refunds	Paid by Check # 73174	12/15/2020	12/15/2020	12/24/2020	12/24/2020	20.00
Scott Bellini	2020-00002038	18-Refunds	Paid by Check # 73175	12/15/2020	12/15/2020	12/24/2020	12/24/2020	20.00
Bloomington Parks Foundation	2020-00002055	18-Refunds	Paid by Check # 73177	12/15/2020	12/15/2020	12/24/2020	12/24/2020	204.00
Casey Brooks	2020-00002039	18-Refunds	Paid by Check # 73180	12/15/2020	12/15/2020	12/24/2020	12/24/2020	20.00
Chaun Christie	2020-00002042	18-Refunds	Paid by Check # 73181	12/15/2020	12/15/2020	12/24/2020	12/24/2020	20.00
Shalon Claybrook-Riley	2020-00002052	18-Refunds	Paid by Check # 73182	12/15/2020	12/15/2020	12/24/2020	12/24/2020	6.00
Jacqueline Cushman	2020-00002048	18-Refunds	Paid by Check # 73184	12/15/2020	12/15/2020	12/24/2020	12/24/2020	30.00
Brad Evans	2020-00002044	18-Refunds	Paid by Check # 73187	12/15/2020	12/15/2020	12/24/2020	12/24/2020	20.00



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Amanda Hartfield	2020-00002051	18-Refunds	Paid by Check # 73191	12/15/2020	12/15/2020	12/24/2020	12/24/2020	6.00
Lisa Hosey	2020-00002040	18-Refunds	Paid by Check # 73193	12/15/2020	12/15/2020	12/24/2020	12/24/2020	20.00
Matthew Jacobs	2020-00002045	18-Refunds	Paid by Check # 73195	12/15/2020	12/15/2020	12/24/2020	12/24/2020	20.00
Sarah Marcotte	2020-00002046	18-Refunds	Paid by Check # 73197	12/15/2020	12/15/2020	12/24/2020	12/24/2020	20.00
Amberly Moore	2020-00002053	18-Refunds	Paid by Check # 73201	12/15/2020	12/15/2020	12/24/2020	12/24/2020	3.00
Angela Oldham	2020-00002050	18-Refunds	Paid by Check # 73203	12/15/2020	12/15/2020	12/24/2020	12/24/2020	3.00
Lindsey Porter	2020-00002054	18-Refunds	Paid by Check # 73205	12/15/2020	12/15/2020	12/24/2020	12/24/2020	3.00
Kristin Varella	2020-00002041	18-Refunds	Paid by Check # 73213	12/15/2020	12/15/2020	12/24/2020	12/24/2020	20.00
Amber Vincent	2020-00002047	18-Refunds	Paid by Check # 73214	12/15/2020	12/15/2020	12/24/2020	12/24/2020	30.00

Account **43270 - Registration Fees** Totals Invoice Transactions **17** \$465.00

Account **53940 - Temporary Contractual Employee**

7147 - Keith E Crittenden	111720	18-Basketball Official	Paid by EFT # 38750	12/15/2020	12/15/2020	12/24/2020	12/24/2020	180.00
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Account **53940 - Temporary Contractual Employee** Totals Invoice Transactions **1** \$180.00

Program **185003 - TLRC-Basketball** Totals Invoice Transactions **18** \$645.00

Program **185006 - TLRC-Concessions**

Account **43290 - Concessions**

204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	439.12
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Account **43290 - Concessions** Totals Invoice Transactions **1** \$439.12

Account **43295 - Concessions FB Tax**

204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	236.32
204 - State Of Indiana	Nov 2020 FB Tax	18-November 2020 F&B Tax	Paid by EFT # 38680	12/18/2020	12/18/2020	12/18/2020	12/18/2020	33.69

Account **43295 - Concessions FB Tax** Totals Invoice Transactions **2** \$270.01

Program **185006 - TLRC-Concessions** Totals Invoice Transactions **3** \$709.13

Program **186500 - Community Events**

Account **43270 - Registration Fees**

Carol Hedin	2020-00002012	18-Refunds	Paid by Check # 73192	12/15/2020	12/15/2020	12/24/2020	12/24/2020	75.00
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Account **43270 - Registration Fees** Totals Invoice Transactions **1** \$75.00

Account **52420 - Other Supplies**



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53005 - Menards, INC	60332	18 - Stick on letters, holiday decorations	Paid by Check # 73157	12/15/2020	12/15/2020	12/24/2020	12/24/2020	19.89
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		<hr/> \$19.89
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287297421132X111	18- AT&T Cell November Charges	Paid by Check # 73091	12/09/2020	12/09/2020	12/09/2020	12/09/2020	23.84
				Account 53210 - Telephone Totals		Invoice Transactions 1		<hr/> \$23.84
Account 53990 - Other Services and Charges								
6964 - James S Daley	2020020	18 - Host Trivia Series - 9/18, 10/16, 11/06,	Paid by EFT # 38752	12/15/2020	12/15/2020	12/24/2020	12/24/2020	600.00
6964 - James S Daley	2020021	18 - Reimbursement for trivia series prizes	Paid by EFT # 38752	12/15/2020	12/15/2020	12/24/2020	12/24/2020	700.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		<hr/> \$1,300.00
				Program 186500 - Community Events Totals		Invoice Transactions 5		<hr/> \$1,418.73
Program 186503 - Community Events-Farmers' Market								
Account 43270 - Registration Fees								
Bread & Roses Nursery	2020-00002017	18-Refunds	Paid by Check # 73179	12/15/2020	12/15/2020	12/24/2020	12/24/2020	258.00
Daniel Graber	2020-00002016	18-Refunds	Paid by Check # 73189	12/15/2020	12/15/2020	12/24/2020	12/24/2020	340.00
Joseph Johnson	2020-00002015	18-Refunds	Paid by Check # 73196	12/15/2020	12/15/2020	12/24/2020	12/24/2020	108.00
Titus Raber	2020-00002014	18-Refunds	Paid by Check # 73206	12/15/2020	12/15/2020	12/24/2020	12/24/2020	154.00
Wilderlove Farm LLC	2020-00002013	18-Refunds	Paid by Check # 73216	12/15/2020	12/15/2020	12/24/2020	12/24/2020	78.00
				Account 43270 - Registration Fees Totals		Invoice Transactions 5		<hr/> \$938.00
Account 47230 - Gift Certificate								
52276 - Hunter's Honey Farm	2377	Gift Certificates	Paid by EFT # 38792	12/15/2020	12/15/2020	12/24/2020	12/24/2020	5.00
4281 - Living Roots, INC	2375	Market Bucks and Gift Certificates	Paid by EFT # 38827	12/15/2020	12/15/2020	12/24/2020	12/24/2020	5.00
				Account 47230 - Gift Certificate Totals		Invoice Transactions 2		<hr/> \$10.00
Account 47240 - EBT Market Bucks								
17532 - Kimberley Beesley-Shatto	2373	Market Bucks	Paid by EFT # 38704	12/15/2020	12/15/2020	12/24/2020	12/24/2020	84.00
6186 - Rachel Beyer (Mavourneen Farm)	2364	Market Bucks	Paid by EFT # 38706	12/15/2020	12/15/2020	12/24/2020	12/24/2020	654.00
6186 - Rachel Beyer (Mavourneen Farm)	2378	Market Bucks	Paid by EFT # 38706	12/15/2020	12/15/2020	12/24/2020	12/24/2020	99.00
12418 - Teresa A Birtles	2371	Market Bucks	Paid by EFT # 38707	12/15/2020	12/15/2020	12/24/2020	12/24/2020	57.00



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7363 - Burt(Feast Market and Cellar)	2379	Market Bucks	Paid by EFT # 38723	12/15/2020	12/15/2020	12/24/2020	12/24/2020	21.00
3960 - Cortland V Carrington (Farmers Market Only)	2372	Market Bucks	Paid by EFT # 38728	12/15/2020	12/15/2020	12/24/2020	12/24/2020	18.00
6431 - Alvin M Fisher	2367	Market Bucks	Paid by EFT # 38776	12/15/2020	12/15/2020	12/24/2020	12/24/2020	18.00
52276 - Hunter's Honey Farm	2369	Market Bucks	Paid by EFT # 38792	12/15/2020	12/15/2020	12/24/2020	12/24/2020	153.00
52276 - Hunter's Honey Farm	2363	Market Bucks	Paid by EFT # 38792	12/15/2020	12/15/2020	12/24/2020	12/24/2020	12.00
7348 - Dale W Jones (Stranger's Hill Certified Organic)	2358	Market Bucks	Paid by EFT # 38814	12/15/2020	12/15/2020	12/24/2020	12/24/2020	60.00
5200 - Chester L Lehman (Olde Lane Orchard)	2361	Market Bucks	Paid by EFT # 38823	12/15/2020	12/15/2020	12/24/2020	12/24/2020	87.00
5200 - Chester L Lehman (Olde Lane Orchard)	2370	Market Bucks	Paid by EFT # 38823	12/15/2020	12/15/2020	12/24/2020	12/24/2020	33.00
4281 - Living Roots, INC	2375	Market Bucks and Gift Certificates	Paid by EFT # 38827	12/15/2020	12/15/2020	12/24/2020	12/24/2020	675.00
4281 - Living Roots, INC	2380	Market Bucks	Paid by EFT # 38827	12/15/2020	12/15/2020	12/24/2020	12/24/2020	36.00
7356 - John A McMahan	2366	Market Bucks	Paid by EFT # 38834	12/15/2020	12/15/2020	12/24/2020	12/24/2020	105.00
14571 - Melvin E Reeves	2365	Market Bucks	Paid by EFT # 38875	12/15/2020	12/15/2020	12/24/2020	12/24/2020	24.00
12430 - Luke Rhodes	2360	Market Bucks	Paid by EFT # 38877	12/15/2020	12/15/2020	12/24/2020	12/24/2020	54.00
12430 - Luke Rhodes	2357	Market Bucks	Paid by EFT # 38877	12/15/2020	12/15/2020	12/24/2020	12/24/2020	99.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2359	Market Bucks	Paid by EFT # 38891	12/15/2020	12/15/2020	12/24/2020	12/24/2020	30.00
6618 - James Sigman	2374	Market Bucks	Paid by EFT # 38892	12/15/2020	12/15/2020	12/24/2020	12/24/2020	45.00
5673 - Stephen Stoll	2368	Market Bucks	Paid by EFT # 38905	12/15/2020	12/15/2020	12/24/2020	12/24/2020	15.00
6623 - Twilight Dairy, LLC	2376	Market Bucks	Paid by EFT # 38925	12/15/2020	12/15/2020	12/24/2020	12/24/2020	183.00
3666 - Marie Wagler	2362	Market Bucks	Paid by EFT # 38934	12/15/2020	12/15/2020	12/24/2020	12/24/2020	63.00
12425 - David W Widner	2356	Market Bucks	Paid by Check # 73171	12/15/2020	12/15/2020	12/24/2020	12/24/2020	21.00

Account **47240 - EBT Market Bucks** Totals

Invoice Transactions 24

\$2,646.00

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC 287297421132X1 18- AT&T Cell November Charges

Paid by Check #
73091

12/09/2020

12/09/2020

12/09/2020

12/09/2020

70.15

Account **53210 - Telephone** Totals

Invoice Transactions 1

\$70.15



Board of Park & Recreation

Invoice Date Range 12/09/20 - 12/24/20

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	82116-001 123120	18-Water Sewer Charges November Acct 82116	Paid by Check # 73096	12/14/2020	12/14/2020	12/14/2020	12/15/2020	10.79
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$10.79

Account 53990 - Other Services and Charges

392 - Koorsen Fire & Security, INC	5280755	18- Market Fire Extinguisher Inspection	Paid by EFT # 38821	12/15/2020	12/15/2020	12/24/2020	12/24/2020	62.55
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$62.55
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions 34	\$3,737.49

Program 186506 - Performing Art Series

Account 53990 - Other Services and Charges

683 - In The Dark Enterprises, INC (The Ryder)	Dec 3, 2020	18- Movie Licenses and Sponsor Revenue Split	Paid by EFT # 38796	12/15/2020	12/15/2020	12/24/2020	12/24/2020	1,175.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$1,175.00
Program 186506 - Performing Art Series Totals							Invoice Transactions 1	\$1,175.00

Program 187503 - Banneker-Classes

Account 53990 - Other Services and Charges

818 - Everywhere Signs, LLC	57584	18-BBCC-Bus Wrap	Paid by EFT # 38771	12/15/2020	12/15/2020	12/24/2020	12/24/2020	3,950.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$3,950.00
Program 187503 - Banneker-Classes Totals							Invoice Transactions 1	\$3,950.00

Program 189000 - Operations

Account 43220 - Facility Rentals

204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	4.88
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	\$4.88

Account 53110 - Engineering and Architectural

19741 - Mader Design, LLC	1237	18-Goat Farm Master Plan	Paid by EFT # 38833	12/15/2020	12/15/2020	12/24/2020	12/24/2020	2,847.50
7454 - The Troyer Group, INC	16285	Master Plan Consulting Services	Paid by EFT # 38918	12/15/2020	12/15/2020	12/24/2020	12/24/2020	12,124.75
Account 53110 - Engineering and Architectural Totals							Invoice Transactions 2	\$14,972.25
Program 189000 - Operations Totals							Invoice Transactions 3	\$14,977.13

Program 189006 - Switchyard Property

Account 43220 - Facility Rentals

204 - State Of Indiana	Nov 2020 Sales T	18-November 2020 Sales Tax	Paid by EFT # 38679	12/18/2020	12/18/2020	12/18/2020	12/18/2020	65.07
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	\$65.07
Program 189006 - Switchyard Property Totals							Invoice Transactions 1	\$65.07

Program 189503 - Urban Forestry



Board of Park & Recreation

Invoice Date Range 12/09/20 - 12/24/20

Account **52420 - Other Supplies**

818 - Everywhere Signs, LLC	57229	18 - UF - Fall Memorial Tree Limestone Plaques	Paid by EFT # 38771	12/15/2020	12/15/2020	12/24/2020	12/24/2020	940.00
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$940.00
Program 189503 - Urban Forestry Totals						Invoice Transactions 1		\$940.00

Program **G20002 - Banneker ROI**

Account **53610 - Building Repairs**

6472 - Wylies Floor Covering, INC	4557	18-BBCC-Kitchen Flooring	Paid by EFT # 38944	12/15/2020	12/15/2020	12/24/2020	12/24/2020	4,616.00
Account 53610 - Building Repairs Totals						Invoice Transactions 1		\$4,616.00
Program G20002 - Banneker ROI Totals						Invoice Transactions 1		\$4,616.00
Department 18 - Parks & Recreation Totals						Invoice Transactions 118		\$47,383.46
Fund 201 - Parks and Rec Non Reverting Totals						Invoice Transactions 118		\$47,383.46
Grand Totals						Invoice Transactions 298		\$211,406.36

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/24/2020	Claims				211,406.36
					<u>211,406.36</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 \$ 211,406.36

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____



Board of Park & Recreation Claim Register

Invoice Date Range 01/06/21 - 01/22/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	1838805	18- Batteries, pens, boxes,	Paid by EFT # 39154		01/12/2021	01/12/2021	01/22/2021		01/22/2021	96.19
5099 - Office Three Sixty, INC	1838805B1	18-pens	Paid by EFT # 39154		01/12/2021	01/12/2021	01/22/2021		01/22/2021	13.65
Account 52110 - Office Supplies Totals							Invoice Transactions 2			\$109.84
Account 53910 - Dues and Subscriptions										
5280 - PowerDMS, INC	INV-1650	18-CAPRA Accreditation	Paid by EFT # 39162		01/12/2021	01/12/2021	01/22/2021		01/22/2021	2,439.50
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			\$2,439.50
Account 53990 - Other Services and Charges										
53273 - National Recreation & Park Association (NRPA)	20136486	18-CAPRA 2020 Accreditation	Paid by EFT # 39147		01/12/2021	01/12/2021	01/22/2021		01/22/2021	3,000.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$3,000.00
Program 181000 - Administration Totals							Invoice Transactions 4			\$5,549.34
Program 181100 - Marketing										
Account 53310 - Printing										
6775 - Lincoln Printing Corporation (The Jackson Group)	6376+4	18-Winter Spring 2021 Program	Paid by EFT # 39137		01/12/2021	01/12/2021	01/22/2021		01/22/2021	19,403.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-51990	18-Playground Closed signs for	Paid by EFT # 39172		01/12/2021	01/12/2021	01/22/2021		01/22/2021	164.90
Account 53310 - Printing Totals							Invoice Transactions 2			\$19,567.90
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_11 3020	18-Dec 2020 display ads &	Paid by EFT # 39098		01/12/2021	01/12/2021	01/22/2021		01/22/2021	1,500.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-120129947 7	18-radio spots Kid City Holiday Break Days 96.1	Paid by EFT # 39178		01/12/2021	01/12/2021	01/22/2021		01/22/2021	324.00
1648 - Sarkes Tarzian, INC (WTTS-FM/WGCL-AM)	IN-120129946 7	18-radio spots Kid City Holiday Break Days	Paid by EFT # 39178		01/12/2021	01/12/2021	01/22/2021		01/22/2021	360.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-120113177 6	18-radio spots public skating & Holiday Market	Paid by EFT # 39187		01/12/2021	01/12/2021	01/22/2021		01/22/2021	750.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-120113187 2	18-radio spots for public skating & Holiday Market	Paid by EFT # 39187		01/12/2021	01/12/2021	01/22/2021		01/22/2021	750.00



Board of Park & Recreation Claim Register

Invoice Date Range 01/06/21 - 01/22/21

6580 - Sound Management, LLC (WBWB/WHCC)	IN- 120123190 2	18-radio spots Kid City Holiday Break Days	Paid by EFT # 39187	01/12/2021	01/12/2021	01/22/2021	01/22/2021	1,275.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN- 120123190 9	18-radio spots Kid City Holiday Break Days	Paid by EFT # 39187	01/12/2021	01/12/2021	01/22/2021	01/22/2021	1,275.00
Account 53320 - Advertising Totals						Invoice Transactions 7		<hr/> \$6,234.00
Account 53910 - Dues and Subscriptions								
3560 - First Financial Bank / Credit Cards	1566855	18- Renewal Boomerang	Paid by Check # 73277	01/12/2021	01/12/2021	01/22/2021	01/22/2021	299.80
3560 - First Financial Bank / Credit Cards	119319367 0	18- Renewal NetWork Solution	Paid by Check # 73277	01/12/2021	01/12/2021	01/22/2021	01/22/2021	37.99
Account 53910 - Dues and Subscriptions Totals						Invoice Transactions 2		<hr/> \$337.79
Program 181100 - Marketing Totals						Invoice Transactions 11		<hr/> \$26,139.69
Program 182002 - Aquatics - Mills Pool								
Account 53540 - Natural Gas								
222 - Vectren	505240848 9010821	18-Natural Gas December	Paid by Check # 73265	01/11/2021	01/11/2021	01/11/2021	01/13/2021	46.00
Account 53540 - Natural Gas Totals						Invoice Transactions 1		<hr/> \$46.00
Program 182002 - Aquatics - Mills Pool Totals						Invoice Transactions 1		<hr/> \$46.00
Program 182500 - Frank Southern Center								
Account 43220 - Facility Rentals								
204 - State Of Indiana	011921Sale sTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	194.57
Account 43220 - Facility Rentals Totals						Invoice Transactions 1		<hr/> \$194.57
Account 43260 - Equipment Rentals								
204 - State Of Indiana	011921Sale sTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	.00
Account 43260 - Equipment Rentals Totals						Invoice Transactions 1		<hr/> \$0.00
Account 53910 - Dues and Subscriptions								
5756 - SESAC, INC	750368	18-Music License for 2021	Paid by EFT # 39182	01/12/2021	01/12/2021	01/22/2021	01/22/2021	1,571.00
Account 53910 - Dues and Subscriptions Totals						Invoice Transactions 1		<hr/> \$1,571.00
Program 182500 - Frank Southern Center Totals						Invoice Transactions 3		<hr/> \$1,765.57
Program 183500 - Golf Services								
Account 43220 - Facility Rentals								
204 - State Of Indiana	011921Sale sTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	.00
Account 43220 - Facility Rentals Totals						Invoice Transactions 1		<hr/> \$0.00
Account 43260 - Equipment Rentals								
204 - State Of Indiana	011921Sale sTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	337.28



Board of Park & Recreation Claim Register

Invoice Date Range 01/06/21 - 01/22/21

Account 43260 - Equipment Rentals Totals				Invoice Transactions 1				\$337.28
Account 43380 - Other Services								
204 - State Of Indiana	011921Sale sTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	141.86
Account 43380 - Other Services Totals				Invoice Transactions 1				\$141.86
Account 47110 - Miscellaneous								
204 - State Of Indiana	011921Sale sTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	3.25
Account 47110 - Miscellaneous Totals				Invoice Transactions 1				\$3.25
Account 53540 - Natural Gas								
222 - Vectren	115462551 3010821	18-Natural Gas December	Paid by Check # 73265	01/11/2021	01/11/2021	01/11/2021	01/13/2021	73.54
Account 53540 - Natural Gas Totals				Invoice Transactions 1				\$73.54
Account 53990 - Other Services and Charges								
231 - IU Health OCC Health Services	00112574-00	18 - Cascades Employee	Paid by EFT # 39126	01/12/2021	01/12/2021	01/22/2021	01/22/2021	102.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1				\$102.00
Program 183500 - Golf Services Totals				Invoice Transactions 6				\$657.93
Program 184000 - Natural Resources								
Account 52340 - Other Repairs and Maintenance								
409 - Black Lumber Co. INC	461787	18-materials to fix wooden	Paid by EFT # 39055	01/12/2021	01/12/2021	01/22/2021	01/22/2021	68.91
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 1				\$68.91
Account 53910 - Dues and Subscriptions								
204 - State Of Indiana	January 6, 2021	18-Aquatic Vegetation	Paid by Check # 73295	01/12/2021	01/12/2021	01/22/2021	01/22/2021	5.00
Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1				\$5.00
Program 184000 - Natural Resources Totals				Invoice Transactions 2				\$73.91
Program 184501 - Youth Services-Kid City Camps								
Account 53910 - Dues and Subscriptions								
4486 - American Camping Association, INC	11364 2021	18-Kid City ACA Accreditation	Paid by Check # 73269	01/12/2021	01/12/2021	01/22/2021	01/22/2021	780.00
Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1				\$780.00
Program 184501 - Youth Services-Kid City Camps Totals				Invoice Transactions 1				\$780.00
Program 186500 - Community Events								
Account 53910 - Dues and Subscriptions								
5228 - American Society of Composers, Authors & Publisher	500754550 2021	18- Music Licensing	Paid by EFT # 39044	01/12/2021	01/12/2021	01/22/2021	01/22/2021	881.00
6089 - Broadcast Music, INC	38887465	18- Music Licensing	Paid by EFT # 39062	01/12/2021	01/12/2021	01/22/2021	01/22/2021	871.00
Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 2				\$1,752.00



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Invoice Date Range 01/06/21 - 01/22/21

Program **187202 - Youth Sports-Winslow**
Account **43220 - Facility Rentals**
204 - State Of Indiana

011921Sale sTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	141.42
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Program 186500 - Community Events Totals	Invoice Transactions 2	\$1,752.00
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Account 43220 - Facility Rentals Totals	Invoice Transactions 1	\$141.42
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Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 1	\$141.42
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Program **187208 - Youth Sports-Olcott**
Account **43220 - Facility Rentals**
204 - State Of Indiana

011921Sale sTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	21.99
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Account 43220 - Facility Rentals Totals	Invoice Transactions 1	\$21.99
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Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 1	\$21.99
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Program **187500 - Banneker**
Account **43220 - Facility Rentals**
204 - State Of Indiana

011921Sale sTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	108.61
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Account 43220 - Facility Rentals Totals	Invoice Transactions 1	\$108.61
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Account **52420 - Other Supplies**
4647 - S&S Worldwide, INC
4647 - S&S Worldwide, INC

IN100656250	18-BBCC-Recreation	Paid by EFT # 39176	01/12/2021	01/12/2021	01/22/2021	01/22/2021	27.18
IN100654458	18-BBCC-Recreation	Paid by EFT # 39176	01/12/2021	01/12/2021	01/22/2021	01/22/2021	82.28

Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$109.46
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Account **53540 - Natural Gas**
222 - Vectren

0350745006080821	18-Natural Gas December	Paid by Check # 73264	01/11/2021	01/11/2021	01/11/2021	01/13/2021	380.29
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Account 53540 - Natural Gas Totals	Invoice Transactions 1	\$380.29
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Account **53910 - Dues and Subscriptions**
7257 - Scenario Learning, LLC (Vector Solutions)
5185 - WhenToWork, INC

11-14-2020	18-BBCC-SafeSchools	Paid by EFT # 39179	01/12/2021	01/12/2021	01/22/2021	01/22/2021	829.75
40026791-30-1221	18-BBCC-When to Work	Paid by Check # 73300	01/12/2021	01/12/2021	01/22/2021	01/22/2021	200.00

Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2	\$1,029.75
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Account **53990 - Other Services and Charges**
6279 - Destiny Easton (I Shine Cleaning, LLC)

4716	18-BBCC-2020 Cleaning	Paid by EFT # 39086	01/12/2021	01/12/2021	01/22/2021	01/22/2021	325.00
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Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$325.00
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Program 187500 - Banneker Totals	Invoice Transactions 7	\$1,953.11
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Program **189000 - Operations**
Account **52310 - Building Materials and Supplies**



Board of Park & Recreation Claim Register

Invoice Date Range 01/06/21 - 01/22/21

50594 - Barry Company, INC	782022	18-40' 18" dual wall corrugated	Paid by EFT # 39052	01/12/2021	01/12/2021	01/22/2021	01/22/2021	500.40
365 - Rogers Group, INC	0713006710	18- 1/4 minus at SYP	Paid by EFT # 39174	01/12/2021	01/12/2021	01/22/2021	01/22/2021	30.00
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 2		<hr/> \$530.40
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	659393	18-angle bracket	Paid by EFT # 39132	01/12/2021	01/12/2021	01/22/2021	01/22/2021	2.79
Account 52340 - Other Repairs and Maintenance Totals						Invoice Transactions 1		<hr/> \$2.79
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	659257	18-cable ties	Paid by EFT # 39132	01/12/2021	01/12/2021	01/22/2021	01/22/2021	10.98
394 - Kleindorfer Hardware & Variety	660350	18-duct tape, electrical tape	Paid by EFT # 39132	01/12/2021	01/12/2021	01/22/2021	01/22/2021	15.86
53442 - Paragon Micro, INC	S3304681	18- Laptop for Ops Director	Paid by EFT # 39156	01/12/2021	01/12/2021	01/22/2021	01/22/2021	1,629.98
4175 - The Stables Events, LLC (Izzy's Rentals)	12103	18-(2) Accessible port--let units for	Paid by EFT # 39197	01/12/2021	01/12/2021	01/22/2021	01/22/2021	2,500.00
Account 52420 - Other Supplies Totals						Invoice Transactions 4		<hr/> \$4,156.82
Account 53110 - Engineering and Architectural								
1352 - Cornerstone Planning & Design INC	21-001	18- 2021 Project Management	Paid by EFT # 39077	01/12/2021	01/12/2021	01/22/2021	01/22/2021	1,319.50
Account 53110 - Engineering and Architectural Totals						Invoice Transactions 1		<hr/> \$1,319.50
Account 53130 - Medical								
231 - IU Health OCC Health Services	00113020-00	18-Hearing tests	Paid by EFT # 39126	01/12/2021	01/12/2021	01/22/2021	01/22/2021	34.00
231 - IU Health OCC Health Services	00113444-00	18-Hearing tests	Paid by EFT # 39126	01/12/2021	01/12/2021	01/22/2021	01/22/2021	34.00
231 - IU Health OCC Health Services	00113445-00	18-Hearing tests	Paid by EFT # 39126	01/12/2021	01/12/2021	01/22/2021	01/22/2021	34.00
Account 53130 - Medical Totals						Invoice Transactions 3		<hr/> \$102.00
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1824644880	18-Uniform & mat cleaning	Paid by EFT # 39046	01/12/2021	01/12/2021	01/22/2021	01/22/2021	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	1824654088	18-Uniform & mat cleaning	Paid by EFT # 39046	01/12/2021	01/12/2021	01/22/2021	01/22/2021	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	1824663315	18-Uniform & mat cleaning	Paid by EFT # 39046	01/12/2021	01/12/2021	01/22/2021	01/22/2021	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	001824672625	18-Uniform & mat cleaning	Paid by EFT # 39046	01/12/2021	01/12/2021	01/22/2021	01/22/2021	21.31
Account 53920 - Laundry and Other Sanitation Services Totals						Invoice Transactions 4		<hr/> \$85.24
Account 53950 - Landfill								
364 - Rumpke Of Indiana, LLC	0012547	18-51.76 tons contaminated soil	Paid by EFT # 39175	01/12/2021	01/12/2021	01/22/2021	01/22/2021	714.29



Board of Park & Recreation Claim Register

Invoice Date Range 01/06/21 - 01/22/21

				Account 53950 - Landfill Totals		Invoice Transactions 1		\$714.29
				Program 189000 - Operations Totals		Invoice Transactions 16		\$6,911.04
Program 189500 - Landscaping								
Account 53130 - Medical								
231 - IU Health OCC Health Services	00113020-00	18-Hearing tests	Paid by EFT # 39126	01/12/2021	01/12/2021	01/22/2021	01/22/2021	34.00
				Account 53130 - Medical Totals		Invoice Transactions 1		\$34.00
				Program 189500 - Landscaping Totals		Invoice Transactions 1		\$34.00
Program 189501 - Cemeteries								
Account 53130 - Medical								
231 - IU Health OCC Health Services	00113260-00	18-Hearing tests	Paid by EFT # 39126	01/12/2021	01/12/2021	01/22/2021	01/22/2021	34.00
				Account 53130 - Medical Totals		Invoice Transactions 1		\$34.00
Account 53540 - Natural Gas								
222 - Vectren	2154628249010821	18-Natural Gas	Paid by Check # 73265	01/11/2021	01/11/2021	01/11/2021	01/13/2021	38.34
222 - Vectren	2150190557010821	18-Natural Gas	Paid by Check # 73265	01/11/2021	01/11/2021	01/11/2021	01/13/2021	40.81
				Account 53540 - Natural Gas Totals		Invoice Transactions 2		\$79.15
Account 53910 - Dues and Subscriptions								
3824 - Indiana Cemetery Association, INC	01-221	18-Annual Membership Fee	Paid by EFT # 39115	01/12/2021	01/12/2021	01/22/2021	01/22/2021	110.00
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$110.00
Account 53990 - Other Services and Charges								
8303 - Ronnie Gene Pursell	02711	18-Straightening & resealing of	Paid by EFT # 39168	01/12/2021	01/12/2021	01/22/2021	01/22/2021	4,355.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$4,355.00
				Program 189501 - Cemeteries Totals		Invoice Transactions 5		\$4,578.15
Program 189503 - Urban Forestry								
Account 53130 - Medical								
231 - IU Health OCC Health Services	00113260-00	18-Hearing tests	Paid by EFT # 39126	01/12/2021	01/12/2021	01/22/2021	01/22/2021	34.00
				Account 53130 - Medical Totals		Invoice Transactions 1		\$34.00
Account 53990 - Other Services and Charges								
1643 - Designscape Horticulture Services, INC	31816	18 - UF - Fall 2020 Webworm	Paid by EFT # 39082	01/12/2021	01/12/2021	01/22/2021	01/22/2021	5,004.00
11221 - Paul R Patrick (Rick Patrick Tree Care)	010821-COB02	18 - UF - Young Tree Pruning (98	Paid by EFT # 39157	01/12/2021	01/12/2021	01/22/2021	01/22/2021	840.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		\$5,844.00
				Program 189503 - Urban Forestry Totals		Invoice Transactions 3		\$5,878.00



Board of Park & Recreation Claim Register

Invoice Date Range 01/06/21 - 01/22/21

				Department 18 - Parks & Recreation Totals		Invoice Transactions 64		\$56,282.15
				Fund 200 - Parks and Recreation Gen (S1301) Totals		Invoice Transactions 64		\$56,282.15
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 181000 - Administration								
Account 53910 - Dues and Subscriptions								
9031 - Indiana Park And Recreation Association 33896		18-2021 IPRA Membership	Paid by Check # 73284	01/12/2021	01/12/2021	01/22/2021	01/22/2021	1,982.00
Account 53910 - Dues and Subscriptions Totals						Invoice Transactions 1		\$1,982.00
Program 181000 - Administration Totals						Invoice Transactions 1		\$1,982.00
Program 183500 - Golf Services								
Account 43290 - Concessions								
204 - State Of Indiana	011921Sale sTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	68.10
Account 43290 - Concessions Totals						Invoice Transactions 1		\$68.10
Account 43295 - Concessions FB Tax								
204 - State Of Indiana	011921Sale sTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	6.51
204 - State Of Indiana	011921FB Tax	18-FB December 2020	Paid by EFT # 39040	01/19/2021	01/19/2021	01/19/2021	01/19/2021	.92
Account 43295 - Concessions FB Tax Totals						Invoice Transactions 2		\$7.43
Program 183500 - Golf Services Totals						Invoice Transactions 3		\$75.53
Program 183501 - Golf Course - Pro Shop								
Account 43340 - Pro Shop Sales								
204 - State Of Indiana	011921Sale sTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	155.09
Account 43340 - Pro Shop Sales Totals						Invoice Transactions 1		\$155.09
Program 183501 - Golf Course - Pro Shop Totals						Invoice Transactions 1		\$155.09
Program 185000 - Twin Lakes Recreation Center								
Account 52210 - Institutional Supplies								
9269 - Ferguson Facilities Supply, HP Products #3400	0219855-2	18-disposable gloves	Paid by EFT # 39094	01/12/2021	01/12/2021	01/22/2021	01/22/2021	66.00
Account 52210 - Institutional Supplies Totals						Invoice Transactions 1		\$66.00
Account 52310 - Building Materials and Supplies								
4443 - The Sherwin Williams Company	0247-0 E01/21299	18 - TLRC Painting Supplies	Paid by EFT # 39196	01/12/2021	01/12/2021	01/22/2021	01/22/2021	288.95
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 1		\$288.95
Account 53150 - Communications Contract								
392 - Koorsen Fire & Security, INC	5309596	18 - TLRC Alarm Monitoring	Paid by EFT # 39134	01/12/2021	01/12/2021	01/22/2021	01/22/2021	102.82



Board of Park & Recreation Claim Register

Invoice Date Range 01/06/21 - 01/22/21

Account 53150 - Communications Contract Totals				Invoice Transactions 1		\$102.82		
Account 53610 - Building Repairs								
53657 - Plymate, INC	2978149	18 - TLRC Entry Mat Service	Paid by EFT # 39161	01/12/2021	01/12/2021	01/22/2021	01/22/2021	78.62
53657 - Plymate, INC	2981442	18 - TLRC Entry Mat Service	Paid by EFT # 39161	01/12/2021	01/12/2021	01/22/2021	01/22/2021	78.62
Account 53610 - Building Repairs Totals				Invoice Transactions 2		\$157.24		
Program 185000 - Twin Lakes Recreation Center Totals				Invoice Transactions 5		\$615.01		
Program 185002 - TLRC-Health & Wellness								
Account 43270 - Registration Fees								
Bloomington Parks Foundation	2021-00000008	18-Refunds	Paid by Check # 73302	01/12/2021	01/12/2021	01/22/2021	01/22/2021	47.60
Amberly Moore	2021-00000009	18-Refunds	Paid by Check # 73305	01/12/2021	01/12/2021	01/22/2021	01/22/2021	8.40
Account 43270 - Registration Fees Totals				Invoice Transactions 2		\$56.00		
Program 185002 - TLRC-Health & Wellness Totals				Invoice Transactions 2		\$56.00		
Program 185006 - TLRC-Concessions								
Account 43290 - Concessions								
204 - State Of Indiana	011921SalesTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	15.75
Account 43290 - Concessions Totals				Invoice Transactions 1		\$15.75		
Account 53160 - Instruction								
7293 - Hoosier Hospitality Consulting, LLC	13129	18 - TLRC Food Manager	Paid by EFT # 39106	01/12/2021	01/12/2021	01/22/2021	01/22/2021	164.00
Account 53160 - Instruction Totals				Invoice Transactions 1		\$164.00		
Account 53990 - Other Services and Charges								
199 - Monroe County Government	01012021	18 - TLRC Food License Renewal	Paid by Check # 73290	01/12/2021	01/12/2021	01/22/2021	01/22/2021	165.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$165.00		
Program 185006 - TLRC-Concessions Totals				Invoice Transactions 3		\$344.75		
Program 187006 - Adult Sports-Concessions								
Account 53910 - Dues and Subscriptions								
7293 - Hoosier Hospitality Consulting, LLC	13149	18-TLSP Food/Concession	Paid by EFT # 39106	01/12/2021	01/12/2021	01/22/2021	01/22/2021	164.00
Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1		\$164.00		
Program 187006 - Adult Sports-Concessions Totals				Invoice Transactions 1		\$164.00		
Program 189003 - Operations-Open Shelters								
Account 43220 - Facility Rentals								
204 - State Of Indiana	011921SalesTax	18-Sales Tax December 2020	Paid by EFT # 39039	01/19/2021	01/19/2021	01/19/2021	01/19/2021	15.22
Account 43220 - Facility Rentals Totals				Invoice Transactions 1		\$15.22		



Board of Park & Recreation Claim Register

Invoice Date Range 01/06/21 - 01/22/21

Fund **977 - Parks 2016 GO Bond Proceeds**
 Department **18 - Parks & Recreation**
 Program **18016D - 2016 D Lower Cascades**
 Account **54510 - Other Capital Outlays**

7059 - Eagle Ridge Civil Engineering Services, LLC	204-13	18- Cascades creek repair and	Paid by EFT # 39085	01/12/2021	01/12/2021	01/22/2021	01/22/2021	3,745.86
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$3,745.86
Program 18016D - 2016 D Lower Cascades Totals						Invoice Transactions 1		\$3,745.86
Department 18 - Parks & Recreation Totals						Invoice Transactions 1		\$3,745.86
Fund 977 - Parks 2016 GO Bond Proceeds Totals						Invoice Transactions 1		\$3,745.86

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	201004	18- Duke Power Line Trail Design	Paid by EFT # 39048	01/12/2021	01/12/2021	01/22/2021	01/22/2021	5,370.00
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$5,370.00
Program 18018A - 7th St Green Way, RCA Power Line Totals						Invoice Transactions 1		\$5,370.00

Program **18018B - Griffy Loop Trail Lower Cascades**
 Account **54510 - Other Capital Outlays**

19741 - Mader Design, LLC	1253	18- Griffy Lake Loop Trail Design	Paid by EFT # 39139	01/12/2021	01/12/2021	01/22/2021	01/22/2021	2,246.76
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$2,246.76
Program 18018B - Griffy Loop Trail Lower Cascades Totals						Invoice Transactions 1		\$2,246.76
Department 18 - Parks & Recreation Totals						Invoice Transactions 2		\$7,616.76
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals						Invoice Transactions 2		\$7,616.76
Grand Totals						Invoice Transactions 84		\$71,052.37

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/22/2021	Claims				71,052.37
					<u>71,052.37</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 \$ 71,052.37

Dated this _____ day of _____ year of 20____.

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

Fiscal Office _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/18/2020	Payroll				122,215.11
					<u>122,215.11</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 \$ 122,215.11

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/31/2020	Payroll				114,195.72
					<u>114,195.72</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 \$ 114,195.72

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/15/2021	Payroll				111,333.79
					<u>111,333.79</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 \$ 111,333.79

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____





Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00017330	BA	GL	12/17/2020	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>
12/17/2020	201-18-187500-52210	Institutional Supplies		Budget Amendment				590.00	.00
Number of Entries: 1								\$590.00	\$.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	2020-00017370	BA	GL	12/17/2020	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>
						12/17/2020	201-18-181000-53910	Dues and Subscriptions	Budget Amendment
								317.00	.00
						12/17/2020	201-18-181000-53990	Other Services and Charges	Budget Amendment
								3,320.00	.00
						Number of Entries: 2		<u>3,637.00</u>	<u>\$0.00</u>



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00017769	BA	GL	12/28/2020	Budget Amendment				
									</



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00017375	BA	GL	12/17/2020	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>	
						12/17/2020	201-18-184501-51110	Salaries and Wages - Regular	Budget Amendment
						12/17/2020	201-18-189006-51120	Salaries and Wages - Temporary	Budget Amendment
						12/17/2020	201-18-189006-51210	FICA	Budget Amendment
						Number of Entries: 3		\$8,091.50	\$0.00

CITY OF BLOOMINGTON

Journal Fund Summary

[illegible]



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00017714	BA	GL	12/28/2020	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>			
12/28/2020	201-18-181001-53830	Bank Charges	Budget Amendment		2.00	.00			
12/28/2020	201-18-181100-52420	Other Supplies	Budget Amendment		30.00	.00			
12/28/2020	201-18-181100-53310	Printing	Budget Amendment		120.00	.00			
12/28/2020	201-18-181100-53990	Other Services and Charges	Budget Amendment		7,673.72	.00			
12/28/2020	201-18-187507-51120	Salaries and Wages - Temporary	Budget Amendment		1,253.56	.00			
12/28/2020	201-18-187507-51210	FICA	Budget Amendment		95.91	.00			
12/28/2020	201-18-187507-52420	Other Supplies	Budget Amendment		49.56	.00			
12/28/2020	201-18-189000-53830	Bank Charges	Budget Amendment		36.93	.00			
12/28/2020	201-18-189004-53830	Bank Charges	Budget Amendment		1.50	.00			
12/28/2020	201-18-G19008-53990	Other Services and Charges	Budget Amendment		2,800.00	.00			
12/28/2020	201-18-G20002-52420	Other Supplies	Budget Amendment		645.74	.00			
					Number of Entries: 11				
						\$12,708.92		\$0.00	



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2020-00017256	BA	GL	12/16/2020	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>
12/16/2020	201-18-189000-53110	Engineering and Architectural			Budget Amendment			12,124.75	.00
						Number of Entries: 1		\$12,124.75	\$.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2019	2019	2019	2019	2020	2020	2020	
December	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>December</u>	<u>to date</u>	<u>Budget</u>	<u>December</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	754,420	758,283	758,283	100.00%	737,200	754,943	102.41%	-0.44%
Health & Wellness	82,869	81,370	81,370	100.00%	107,016	87,486	81.75%	7.52%
Community Relations	460,058	438,510	438,510	100.00%	487,964	382,301	89.87%	-12.82%
Aquatics	312,312	313,737	313,737	100.00%	378,257	41,799	11.05%	-86.68%
Frank Southern Center	359,863	325,424	325,424	100.00%	381,828	313,225	82.03%	-3.75%
Golf Services	1,010,569	989,556	989,556	100.00%	706,904	752,234	106.41%	-23.98%
Natural Resources	396,163	344,801	344,801	100.00%	388,562	356,217	91.68%	3.31%
Youth Programs	64,888	69,539	69,539	100.00%	62,293	73,338	117.73%	5.46%
TLRC	287,976	286,763	286,763	100.00%	294,799	286,735	97.26%	-0.01%
Community Events	407,645	387,801	387,801	100.00%	405,346	416,547	102.76%	7.41%
Adult Sports	242,956	263,260	263,260	100.00%	286,511	191,953	67.00%	-27.09%
Youth Sports	225,060	228,014	228,014	100.00%	295,022	229,703	77.86%	0.74%
BBCC	320,540	308,233	308,233	100.00%	444,450	309,347	69.60%	0.36%
Inclusive Recreation	82,561	80,708	80,708	100.00%	86,491	89,526	103.51%	10.93%
Operations	1,964,968	1,766,848	1,766,848	100.00%	1,979,870	1,803,531	91.09%	2.08%
Switchyard Property	47,452	47,202	47,202	100.00%	256,821	200,725	78.16%	0.00%
Landscaping	475,315	440,698	440,698	100.00%	613,368	514,742	83.92%	16.80%
Cemeteries	184,917	191,517	191,517	100.00%	211,863	180,755	85.32%	-5.62%
Urban Forestry	569,707	657,294	657,294	100.00%	514,292	378,572	73.61%	-42.40%
Recover Forward	0	0	0	0.00%	50,000	50,000	100.00%	0.00%
General Fund total:	7,495,818	7,979,559	7,979,559	100.00%	8,688,857	7,413,677	85.32%	-7.09%
Non-Reverting Fund								
Administration	14,150	6,180	6,180	100.00%	14,650	13,277	90.63%	114.83%
Health & Wellness	1,376	1,961	1,961	100.00%	1,650	18,293	1108.66%	832.94%
Community Relations	5,350	3,924	3,924	100.00%	5,350	7,824	146.24%	99.36%
Aquatics	61,716	98,130	98,130	100.00%	81,959	79,918	97.51%	-18.56%
Frank Southern Center	93,697	104,544	104,544	100.00%	86,859	100,685	115.92%	-3.69%
Golf Services	70,000	236,525	236,525	100.00%	168,852	142,148	84.19%	0.00%
Natural Resources	63,029	29,777	29,777	100.00%	65,429	23,982	36.65%	0.00%
Youth Programs	213,180	153,132	153,132	100.00%	238,025	99,238	41.69%	-35.19%
*TLRC - day to day	454,998	513,349	513,349	100.00%	570,919	447,049	78.30%	-12.92%
Community Events	184,027	189,206	189,206	100.00%	250,680	188,015	75.00%	-0.63%
Adult Sports	128,905	159,548	159,548	100.00%	140,331	72,275	51.50%	-54.70%
Youth Sports	8,919	53,273	53,273	100.00%	9,482	54,592	575.75%	2.48%
BBCC	1,610	4,903	4,903	100.00%	41,962	19,493	46.45%	297.58%
Childcare Program	0	0	0	0.00%	0	1,399	0.00%	100.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	49,610	56,605	56,605	100.00%	42,610	21,991	51.61%	0.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	0	12,737	12,737	100.00%	27,577	41,870	151.83%	0.00%
Landscaping (CCC P	0	6,883	6,883	100.00%	6,150	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	6,150	0	0	0.00%	0	940	0.00%	0.00%
N-R Fund subtotal:	1,356,717	1,630,677	1,630,677	100.00%	1,752,484	1,332,989	76.06%	-18.26%
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	2,106,640	100.00%	2,234,484	1,814,726	81.21%	-13.86%

Other Misc Funds								
15-16 MCCSC 21st Com Learn Cnt Grant				884				
16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn	97	97						
18-19 MCCSC 21st Com Learn	14,288	14,288						
19-20 MCCSC 21st Com Learn	12,743	12,743			9,208			
Community Banneker Bus					39,995			
G14006 Out-of School Prg.								
G15008 Summer Food Prg.	17,391	17,391		11,115	33,346			
G15009 Nature Days S/Star								
Griffy Lake Nature Day	6,369	6,369			14,269			
Wapehani I-69 Mitigation								
Leonard Springs Nature	5,225	5,225						
Banneker Nature Day	4,499	4,499			3,659			
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act	7,778	7,778		9,936				
Goat Farm								
Giffy LARE	11,600	11,600			6,300			
Deer Cull					25,000			
Banneker ROI					177,541			
Other Misc Funds total:	0	79,990	79,990	100.00%	21,935	309,319		
TOTAL ALL FUNDS	9,328,497	10,166,188	10,166,188	100.00%	10,945,276	9,537,722	87.14%	-6.18%

G-17-18 MCCSC 21st Com					14,210			
G18-19 MCCSC 21st Com			18,767		30,000			
G19-20 MCCSC 21st Com			5,894		30,000	21,560		
G14009 Summer Food Grant			16,985		27,864	33,346		
Communit Banneker Bus					45,000	39,995		
Kaboom Play Everywhere								
NRPA Nutrition Hub						40,000		
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt			2,800			14,993		
G15008 Leonard Spring								
G15009 Griffy Nature Days			4,991			4,239		
(902) Rose Hill Trust			1,037			286		
Banneker ROI						157,379		
Banneker Nature Days			4,499			3,659		
Yth & Adolescent Phy Act			8,683		8,000			
Nature Days Star								
2019 Deer Cull IN DNR CHAP						25,000		
Other Misc Funds total:	0	0	63,656		155,074	340,458		
TOTAL ALL FUNDS	9,926,981	9,555,453	9,459,678	99.00%	10,033,932	9,605,116	95.73%	1.54%

	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	12/31/2020	revenue	12/31/2020	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	16,415.21		13,276.84	0.00	3,138.37	263,161.73
181001	Health & Wellness	9,413.82	23,763.92		18,292.83	0.00	5,471.09	14,884.91
181100	Community Relations	34,414.61	8,089.00		7,823.72	0.00	265.28	34,679.89
182001	Aquatics	389,055.59	2,692.00		79,918.36	0.00	(77,226.36)	311,829.23
182500	Frank Southern Center	191,273.69	55,031.26		100,685.04	0.00	(45,653.78)	145,619.91
183500	Golf Course	143,501.45	160,798.68		142,148.45	0.00	18,650.23	162,151.68
184000	Natural Resources	291,563.17	61,655.60		23,981.92	0.00	37,673.68	329,236.85
184500	Allison Jukebox	272,563.31	116,867.40		99,237.88	0.00	17,629.52	290,192.83
185000	TLRC	(1,667,433.65)	361,086.91		928,787.05	0.00	(567,700.14)	(2,235,133.79)
185009	TLRC Reserve	729,334.12	90,082.94		0	0.00	(97,932.53)	631,401.59
186500	Community Events	522,561.92	93,604.31		188,015.47	0.00	(94,411.16)	543,891.59
187001	Adult Sports	34,936.55	39,589.43		72,274.64	0.00	(32,685.21)	2,251.34
187202	Youth Sports	59,446.16	1,344.21		54,592.03	0.00	(53,247.82)	6,198.34
187209	Skate Park	543.88	0			0.00	0.00	575.42
187500	Benjamin Banneker Comm Center	64,519.89	19,524.33		19,492.79	0.00	31.54	64,551.43
	Childcare Program	0.00	0.00		1,399.03	0.00	(1,399.03)	(1,399.03)
189000	Operations	177,810.51	38,706.30		21,991.09	0.00	16,715.21	194,525.72
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	238,307.62	27,491.47		41,869.60	0.00	(14,378.13)	223,929.49
189500	Landscaping	12,704.36	750.00		0.00	0.00	750.00	13,454.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	0.00	1,497.00
189503	Urban Forestry	21,517.22	7,900.00		940.00	0.00	6,960.00	28,477.22
10002.01	Change Fund	0.00	0.00		0.00	0.00	0.00	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	0.00	0.00
	TOTALS	1,793,548.37	1,125,392.97	0.00	1,814,726.74	0.00	(877,349.24)	1,031,971.50

* 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.

(761,576.87)

**INCREASE/DECREASE
FOR THE CURRENT**

Bloomington Parks and Recreation Surplus Declaration Form Jan-21

Jan-21

[illegible]



STAFF REPORT

Agenda Item: B-2
Date: 1/20/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: January 20, 2021
SUBJECT: **RESOLUTION 21-01 APPROPRIATING PARKS NON-REVERTING EXPENDITURES FOR THE 2021 FISCAL YEAR.**

Recommendation

It is recommended that the Board of Park Commissioners appropriate Parks Non-Reverting Operating Fund not otherwise appropriated for the 2021 fiscal year, as set forth in Section 1 of Resolution 21-01.

Background

Expenditure amounts for each Non-Reverting Fund are based on 2020 actual expenditures and Division Director's estimates of program activities for 2021.

RESPECTFULLY SUBMITTED,

Paula McDevitt, Administrator

RESOLUTION 21-01

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

BOARD OF PARK COMMISSIONERS City of Bloomington, Indiana

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

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

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

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

Section I: For the expenses of said Board the following additional sums of money are hereby appropriated and ordered set apart from the fund herein named and for the purposes herein specified, subject to the laws governing same, for the Fiscal Year January 1 to December 31, 2021:

Administration	\$18,550
Health & Wellness	\$ 2,450
Marketing	\$ 5,350
Aquatics	\$55,544
Frank Southern Ice Arena	\$87,669
Golf Services	\$126,758
Natural Resources	\$70,610
Youth Services	\$214,782
Twin Lakes Recreation Center	\$1,107,589
Community Events	\$216,119
Adult Sports	\$135,504
Youth Sports	\$ 9,578
Benjamin Banneker Community Center	\$ 2,560
Operations	\$46,110
Urban Forestry	\$ 6,350
2020 Summer Food Service Grant	\$34,000
2020 MCCSC Grant	\$33,791
TOTAL	\$2,173,314

Section II: This resolution shall be in full force and effect from January 27, 2021 after its passage by the Board of Park Commissioners of the City of Bloomington.

PASSED AND ADOPTED at a regular meeting thereof on this 26th day of January, 2021 by the following roll call vote:

Ayes:

Noes:

Absent:

Kathleen Mills, President

ATTEST:

**Paula McDevitt
Administrator**



STAFF REPORT

Agenda Item: B-3 Date: 1/20/2021

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: January 26, 2021
SUBJECT: MOU WITH BLOOMINGTON PARKS FOUNDATION

Recommendation

Staff recommends approval of MOU with Bloomington Parks Foundation for funds allocated for the passive recreation development of the Goat Farm property.

Background

The Bloomington Parks Foundation received a donation in December 2020 from the Rogers Family for the passive recreation development (per deed) of the Goat Farm to be renamed the Rogers Family Farm. The Parks department will be responsible for project management and will invoice the Bloomington Parks Foundation for reimbursement for all costs associated with the project to not exceed \$650,000. Invoicing will occur 1st quarter 2021 through May 1, 2022.

RESPECTFULLY SUBMITTED,

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

Paula McDevitt, Administrator



Memorandum of Understanding

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2021 by and between the Bloomington Parks and Recreation Department (BPRD), and Bloomington Parks Foundation (“BPF”).

WHEREAS, the Bloomington Parks Foundation received a private donation; and

WHEREAS, the Bloomington Parks Foundation is a 501(c) (3) established to receive private donations; and

WHEREAS, the intent of the private donation is to be used to develop the Goat Farm property owned by the Bloomington Parks and Recreation Department; and

WHEREAS, BPF will oversee the funds and the distribution of funds to BPRD in accordance with the Parks Foundation Policies and intent of the donors; and

WHEREAS, BPRD is authorized to plan, develop and complete the Goat Farm property; and,

WHEREAS, actions by each partner will reflect on the other in the Agreement requiring clear communication and an outline of expectation.

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement:

The purpose of this Agreement is to establish a partnership which will provide for collaborative efforts to develop the Goat Farm property in accordance with the private donor’s wishes.

2. Duration of Agreement:

This Agreement commences on January 27, 2021 and continues until

- a) The assets in the fund are zero
- b) The BPRD completes the project
- c) Is terminated earlier as provide under Article 7.

3. Bloomington Parks & Recreation:

The goal of BPRD is to partner with the BPF for the development of the Goat Farm property. BPRD agrees to:

- a. Coordinate all aspects of the development of the Goat Farm property
- b. Provide invoicing monthly to the BPF for reimbursement of all costs associated with the project
- c. Provide updates on the project to the members of the BPF at board meetings

4. Bloomington Parks Foundation:

The goal of the BPF is to partner with BPRD for the development of the Goat Farm property. BPF agrees to:

- a. Provide funding reimbursement to BPRD for all costs associated with the passive recreation development of the Goat Farm property

5. Terms Mutually Agreed to By All Partners:

- a. The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- b. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all partners.

6. Notice and Agreement Representatives:

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

Bloomington Parks and Recreation

Paula McDevitt
Director
401 N. Morton, Suite 250
Bloomington, IN 47402
(812) 360-9316

Bloomington Parks Foundation

Chris Quackenbush
President
3631 N. Lauren Lane
Bloomington, IN 47404
(812) 219-9844

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

Bloomington Parks and Recreation

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

Bloomington Parks Foundation

Chris Quackenbush
President
3631 N. Lauren Lane
Bloomington, IN 47404
(812) 219-9844

7. Termination:

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

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

Bloomington Parks Foundation

**City of Bloomington
Parks and Recreation Department**

Chris Quackenbush, President

Paula McDevitt, Director

Kathleen Mills, Board of Parks Commissioners



STAFF REPORT

Agenda Item: B-4 Date: 1/20/2021

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: **January 26, 2021**
SUBJECT: **CONTRACT WITH MADER DESIGN LLC**

Recommendation

Staff recommends approval of contract with Mader Design LLC. Funding for the contract will be from the Bloomington Parks Foundation. The department will invoice the Foundation monthly for reimbursement. Contract not to exceed \$61,100.

Background

The 33-acre Goat Farm property was donated to the Bloomington Parks Foundation by the Sherman Rogers family in 2007. The Parks Foundation deeded the property to the Bloomington Parks and Recreation Department in 2009. Provisions in the property's deed indicate the only allowable "development" of the park is for public recreation and publicly accessible greenspace. The deed also stipulates that the Parks and Recreation Department use best management practices to maintain the protective vegetation on the banks of Jackson Creek, which runs along the east edge of the property.

Representatives from the Rogers family, the Parks Foundation and the Parks and Recreation Department met in 2013 with Mader Design, a Beech Grove, Ind.-based design firm, to develop a conceptual design plan for passive recreation at the Goat Farm property. The design, which included a picnic shelter, native tree and prairie plantings, and park benches along with an expanded, paved trail, was resurrected for further review in 2020 following a significant donation of funds for the project to the Bloomington Parks Foundation. The department will be responsible for complete project management.

Tentative timeline for the project is:

2021 1st Quarter – survey, master plan development, public meeting

2021 2nd Quarter – construction documents

2021 3rd Quarter – bids; contract award, start construction

2021 4th Quarter – construction

RESPECTFULLY SUBMITTED,

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

Paula McDevitt, Administrator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
MADER DESIGN
FOR
GOAT FARM (ROGERS FAMILY PARK)
DESIGN AND CONSTRUCTION DOCUMENTS**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Mader Design (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to develop a passive recreation area at the Goat Farm property (to be renamed Rogers Family Park); and

WHEREAS, the Department requires the services of a professional Contractor for landscaping architecture services to complete Design and Construction Documents for the Goat Farm property master plan (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 May 1, 2022 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 Tim Street 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”). 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 Sixty six thousand one hundred dollars (\$66,100). 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:

Tim Street
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.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify [Contractor/ Partner/ Agency] of any such termination and the reasons therefor in writing.

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, Contractor 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 indemnify and hold harmless the City of Bloomington, the Department, and the officers and employees of the City and the Department from damages, costs, expenses or other liability to the extent resulting from the reckless or negligent performance of Contractor's professional services 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 and employees of each shall be included as additional insureds under the General Liability and Automobile policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did

not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington		Mader Design LLC
Attn: Tim Street		Jeffrey R. Mader, ASLA, LEED AP
401 N. Morton, Suite 250		302 Main Street
Bloomington, Indiana 47402		Beech Grove, IN 46107

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Mader Design, LLC

Philippa M. Guthrie, Corporation Counsel

Jeff Mader, ASLA, LEED AP
Principal/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:

Project Scope

Mader Design shall provide professional landscape architectural services to provide:

A. Rogers Family Park

Survey

1. Survey shall be provided by Bledsoe Riggert Cooper James, and is included in this agreement as a separate line item. This work will be coordinated as part of this project and included in project invoicing. Survey work will be requested immediately upon approval of this Agreement, and shall include the following items in areas where master plan shows new work, including new plaza space extending north to Winslow Road and trail connection, and south trail connection within flood hazard areas:
 - i. Survey shall locate site improvements (steps, handrails, walls, light poles, walks, fences, and etc...), and visible surface utilities and underground public utilities marked by Indiana811. Hard and soft surfaces will be located on a maximum 50-foot grid.
 - ii. FEMA flood hazard lines will be shown based on shape files downloaded from the FEMA Flood Map Service Center website.
 - iii. Where ground topo is performed, provide contours of existing site conditions at 1-foot intervals.
 - iv. Where ground topo is not performed, provide lidar contours based on GIS data at 2-foot intervals.
 - v. Provide approximate boundary line information for the western lines of the park parcel in the areas of proposed improvements based on limited deed research and limited corner searching for boundary monuments. This will not constitute a retracement boundary survey, although a retracement boundary survey can be provided for an additional charge.
 - vi. Provide private underground utility locations (water lines, electric lines, etc.) based on markings by a private utility locating firm. This does not include utility exploration via excavation or potholing.

Design Development

1. Meet with Owner, Foundation, and possibly Donor for a kickoff meeting at the site to review existing conditions and discuss project goals and potential options.
2. Visit site to review existing conditions and review survey drawings.
3. Develop design work from preliminary design/master plan, research design and materials options and other constraints, refine materials, and develop design options for specialty amenities related to the project.
4. Meet with Owner periodically throughout the project to review input and refine project direction.

5. Develop Design Development plans, indicating hardscape layout, general landscape layout, materials suggestions, standard details, and concepts for feature/design elements for discussion and review with Owner.
6. Discuss and finalize direction for development of Construction Documents with Owner approval of Design plans.

Construction Documents

1. Coordinate with Owner and Foundation/Donor for project input related to project goals and processes.
2. Refine final design option as appropriate.
3. Develop construction documents, including drawings and specifications, covering the scope of construction for Contractors to Quote or Bid and perform required construction activities.
4. Provide final Construction Documents to Owner for Bidding/Quoting Proposes. It is anticipated that Owner will provide front end/contract/city standard requirements, and facilitate the bidding process through a digital plan room. Construction Documents shall include (and may be combined for efficiency);
 - vii. Cover Sheet
 - viii. Existing Conditions Plan/Site Survey
 - ix. Site Layout Plan (with Shelter and Electrical scope identified for Design/Build)
 - x. Site Grading & Drainage Plan with SWPPP
 - xi. Landscape Plan
 - xii. Details
 - xiii. Written Technical Specifications

Construction Phase Services

1. Provide PDF drawings and written specifications to Owner for advertising and plan distribution through the online City Plan Room. Note, Owner shall provide front end documents, including general requirements, sample contracts and other standard project documentation.
2. Assist Owner with coordination with City Engineering/Transportation/Planning meeting.
3. Attend pre-bid meeting if appropriate, and answer bidder questions and provide Addenda as required.
4. Provide review of bid information and input to Owner if requested.
5. Construction Phase Services – Be available to answer contractor questions, review shop drawings, and attend up to 5 site visits, one pre-construction, three during construction, and one at construction completion. A progress report with pictures will be provided for the general visits, and a more formal Final Site Observation Report (Punch List) will be provided after the final visit.

EXHIBIT B

“Project Schedule”

Anticipate starting the project upon approval of the contract. BPRD and Mader Design will coordinate a mutually agreeable design and construction schedule with completion of construction documents anticipated in late spring/early summer and construction completion estimated by late 2021 or early 2022.

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____.

Mader Design, 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: B-5
Date: 1/22/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: January 26, 2021
SUBJECT: CONTRACT WITH KINGSSNAKE SOUND COMPANY

Recommendation

Staff recommends approval of contract with KingSnake Sound Company for sound engineering services and equipment rental for community events held in the 2021 calendar year.
Funding Source: 200-18-186500-53730 or 201-18-186500-53730

Background

This contract is for sound engineering services, set-up and tear-down of sound equipment, and sound equipment rental for various events throughout the 2021 season including but not limited to the Bloomington Symphony Orchestra concert in Switchyard Park, the Pumpkin Launch at the Monroe County Fairgrounds, and the Holiday Market at Bloomington's City Hall. This contract also includes estimated repair costs to maintain Bloomington Parks and Recreation's current sound equipment. We have used KingSnake Sound Company for several years and they are reliable and continue to be well priced.

Total Dollar Amount of Contract: Not to exceed \$2,000

Approximate breakdown:

200-18-186507-53730=\$975

201-18-186500-53730=\$325

200-18-186500-53990=\$325

201-18-186500-53650=\$375 (Repair Work)

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to be 'Crystal Ritter', written in a cursive style.

Crystal Ritter, Community Events Coordinator

2021-January

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

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and KingSnake Sound Company ("Contractor").

Article 1. Scope of Services Contractor shall provide sound engineering services, equipment rental, and equipment repair for community events hosted by Bloomington Parks and Recreation. ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Crystal Ritter 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 two thousand dollars (\$2,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Crystal Ritter, 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: .

May– Summer Sampler event in Switchyard Park, 1601 S. Rogers St.

August– Bloomington Symphony Orchestra Concert in Switchyard Park, 1601 S. Rogers St.

October- Bloomington Pumpkin Launch at the Monroe County Fairgrounds, 5700 W Airport Rd

Saturday, November 27- Holiday Market at Bloomington's City Hall, 401 N. Morton St.

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.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify [Contractor/Partner/Agency] of any such termination and the reasons therefor in writing.

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: Crystal Ritter, 401 N. Morton, Bloomington, IN 47402. **Contractor:** KingSnake Sound Company. 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

KingSnake Sound Company

Philippa M. Guthrie, Corporation Counsel

Chris Ramsey, 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 _____ 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 _____, 2021.

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____.

KingSnake Sound Company

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-6 Date: 1/22/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: January 26, 2021
SUBJECT: REVIEW AND APPROVAL OF THE 2021 PARKS MOBILE STAGING RENTAL AGREEMENT

Recommendation

Staff recommends approval of 2021 Mobile Staging Rental Agreement. This rental agreement outlines the costs and policies associated with renting the Bloomington Parks and Recreation Wenger "Showmobile" mobile stage and moveable riser staging located at Switchyard Park.

Background

Bloomington Parks and Recreation purchased our current mobile stage, a Wenger "Showmobile", in 2004. We utilize the stage for our Performing Arts Series concerts in Bryan Park and for other events, but it is also available for rental within Bloomington's City Limits. In addition we own 4ft x 6ft risers which can be built together to form a small stage. These risers are also available for rental. This agreement covers policies and fees associated with the rental of both stages. The only updates to the 2021 agreement were updates made to the Mobile Stage Policy number 13100.

RESPECTFULLY SUBMITTED,

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

Crystal Ritter, Community Events Coordinator



Application for Rental of the Bloomington Parks and Recreation Mobile Stage and/or Equipment

Please note that the submittal of this application does not guarantee use of the mobile stage or equipment for your event. Applications are reviewed by Bloomington Parks and Recreation staff who evaluate whether the stage can be used/delivered to the proposed location.

Please return this form (make copy for your records) along with the appropriate payment, at least **four weeks** prior to your event to:

Attn: Crystal Ritter
Bloomington Parks and Recreation
P.O. Box 848
Bloomington, IN 47402
Phone #: 812-349-3962

Date of Application: _____ Date Equipment is Needed: _____ (Application must be received at least four weeks prior to request)

Name of Person Responsible for Equipment: _____

Mailing Address: _____ Phone: _____
Email Address: _____

Type of Organization (Not-for-profit, government, etc.): _____
Tax ID# (If applicable): _____

Name of Event: _____

Purpose of Event: _____

Type of Event (concert, speeches, dance, etc.): _____

Anticipated Event Attendance: _____

Location Where Equipment is Needed (state exact location of site):

Location must be within the City of Bloomington limits. Bloomington Parks and Recreation must approve site in advance. The mobile stage can only be transported by Parks personnel and will not be moved, once placed.

Please include map of event site with exact stage placement marked on your map. Map must include the address of the site and be submitted with the application for rental.

Event Activity	Set-up Time What time do you want the stage opened?	Event Start Time	Event End Time	Tear-down Time What time do you want the stage closed?



I have read the entire Application for Rental of the Bloomington Parks and Recreation Mobile Stage and/or Equipment and understand all of the policies listed on this application. Initials_____

I accept responsibility for care of any equipment rented and agree to pay for any damages or loss. I also agree to assume responsibility for group adherence to regulations and policy as listed on the attached pages, and to provide insurance coverage as necessary. I will be responsible for reserving the location where the mobile stage is to be placed and will meet Bloomington Parks and Recreation staff to assure proper stage placement. I understand that once the mobile stage is in place, it will not be moved until the date mutually agreed upon by myself and the Bloomington Parks and Recreation representative. I also understand the mobile stage may only be moved by Bloomington Parks and Recreation Operations staff.

Signature of Designated Representative

Date

Special Event Equipment Rental Prices

All prices listed are per day. Pricing does not include transportation costs associated with moving the stage on weekends and/or City holidays. Requests for stage on weekends or holidays will require additional fees.

Category I – Non-Profit Organizations (must provide proof of 501(c)3 at time of rental)

Mobile Stage	\$750/day + \$375 deposit*	
W/Theatrical Lights	\$1000/day + \$500 deposit*	requires additional electrical (See stage policy for details)

Stage Extenders	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(7 platforms, 4'X8'X3')
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Stage Risers	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(6 platforms, 4'X8'X18")
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Self-Standing Stairs	\$50/day + \$25 deposit*	
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You must transport and set up

Category II - For Profit Organizations:

Mobile Stage	\$1000/day + \$500 deposit*	
W/Theatrical Lights	\$1250/day + \$625 deposit*	requires additional electrical (See stage policy for details)

Stage Extenders	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(7 platforms, 4'X8'X3')
-----------------	---	-------------------------

Stage Risers	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(6 platforms, 4'X8'X18")
--------------	---	--------------------------

Self-Standing Stairs	\$50/day + \$25 deposit*	
----------------------	--------------------------	--

You must transport and set up stage risers and stairs if renting. This will require a trailer.



- All organizations are required to pay for any damage to the equipment that occurs during the periods of use. Assessed damage costs may exceed the amount of the damage deposit.
- The mobile stage can only be transported by Parks and Recreation, Operations personnel and cannot be moved once it is in place. Transportation fees may be added to the total cost of the stage.
- Those reserving equipment are responsible for reserving the location where equipment is to be placed. Also, those reserving equipment agree to meet Bloomington Parks and Recreation staff at desired location to assure proper placement of equipment.
- No posters, banners, signs or other materials can be adhered to the stage without prior approval from Bloomington Parks and Recreation. No tape, glue or adhesive material may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision could result in loss of deposit and possible additional repair charge.
- A Bloomington Parks and Recreation site supervisor will remain on site while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.
- 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. Refunds will not be issued for advance cancellations made by renter.
- Full payment (plus deposit) must be received seven days prior to rental date.
- If renter wants to develop its own firearms policy for the duration of the event at its own discretion, a copy of such policy should be provided to the City prior to the event and after the City has approved its application.
- 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 mobile stage 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 mobile stage. 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.
- The renting party shall be responsible for compliance with all State laws and regulations, including those governing special events and the use of stages.



- The renting party will be responsible for contacting the Indiana Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit, an inspection, and for all fees associated with the permit. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.

FOR OFFICIAL USE ONLY

Date Application Received: _____
Equipment Total: _____
Deposit Total: _____

Amount Received: _____
Equipment: _____
Deposit: _____

Date: _____
Date: _____

Deposit Refunded: _____

Date: _____

Initials of Staff: _____



Mobile Stage Rental Policy

POLICY RE:

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.
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. 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, equivalent to 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.
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 \$25 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 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 required to inspect the mobile stage 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.



15. Alcohol, tobacco, and/or illegal controlled substances may not be used in or on Parks and Recreation equipment, facilities or property
16. Fireworks, air rifles, paintball guns, bows and arrows, cross bows, swords, and pellet guns, are strictly prohibited on Bloomington Parks and Recreation property. 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 (812-349-3411) 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.
20. **All groups or organizations, regardless of affiliation with Bloomington Parks and Recreation, are required to adhere to the above policies.**



STAFF REPORT

Agenda Item: B-7
Date: 1/22/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Mullin, Community Gardens Specialist
DATE: January 26, 2021
SUBJECT: REVIEW AND APPROVAL OF 2021 COMMUNITY GARDEN AGREEMENT TEMPLATE

Recommendation

Staff recommends approval of the 2021 Community Garden Agreement template.

Background

The purpose of this Agreement is to outline the responsibilities of any person who rents a garden plot at any of our three Community Garden sites.

In 2020, we added 41 new plots, 39 raised bed plots at the new Switchyard Park Community Garden, and 3 new in-ground plots at Butler Park, for a total of 241 plots available for rent. We rented out 245 plots (due to turnover of a few plots), and many gardeners expressed gratitude for having access to a safe, healthy outdoor activity during the pandemic.

Changes that have been made to the contract in 2021 include designating all plots for organic growing practices only, removing tillage from all plots, and allowing staff to enter gardens to remove invasive or seeding weeds. These changes have been made in accordance with best practices for long term soil health in the gardens. We anticipate the changes to also reduce confusion since all gardeners will now adhere to the same set of rules and timelines, allowing staff time and resources to be reallocated to other tasks.

RESPECTFULLY SUBMITTED,

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

Sarah Mullin, Community Garden Specialist

2021-January

Gardener to keep p. 1-4 of this agreement for reference.

Garden and Plot #(s) --

2021 CITY OF BLOOMINGTON COMMUNITY GARDENING PROGRAM GARDENER AGREEMENT

In order to participate in the 2021 City of Bloomington Parks and Recreation's Community Gardening Program (CGP) at the Willie Streeter Community Gardens at Winslow Woods, 2120 S. Highland Ave., Butler Park Community Gardens, 812 W. 9th St., or Switchyard Park Community Gardens, 1611 S. Rogers St., the gardener(s) agree(s) to the following by reading and signing below:

1. REGISTRATION

Returning gardeners in good standing from last season will be offered a two week window prior to open registration, where they have exclusive access to rental of the same plot(s) they gardened in 2020. During open registration, all unrented plots will be made available to the public on a first-come, first-served basis. (This includes new gardeners and returning gardeners in good standing). To be "in good standing," a gardener must not have any outstanding maintenance fees or have had their plot reclaimed due to lack of maintenance last year.

In an effort to ensure all who want to participate in the community gardens have an opportunity, rental limits have been set. No gardener may rent more than 1 raised bed at any of the 3 garden sites prior to May 1. At Butler Park, no more than two in-ground garden plot rentals may be rented prior to May 1. At Willie Streeter, gardeners may rent up to 400 sq. ft. of in-ground plots prior to May 1. After May 1, additional plots may be rented, based on availability. Any unreserved garden plots will be seeded in cover crops and unavailable to rent after August 1.

Gardeners register and pay for garden plots in the current season only. Fees are used to offset direct costs of the CGP. **No refunds on garden plots will be given unless the space is unused and can be assigned to another gardener. No refunds on abandoned garden plots will be given. Any refunds will be subject to a \$10 fee to cover administrative costs.**

2. CONTACT INFORMATION AND COMMUNICATION

Contact the CGP staff by email at communitygardens@bloomington.in.gov, by phone at (812) 349-3704, or in-person during posted and scheduled, weekly work days at the gardens. Email is the primary method of contact used by staff to communicate with gardeners. In certain cases, if staff cannot get in touch with the primary gardener, their plot may be reclaimed. Gardeners without access to email must indicate this on the CGP Registration Form. Notification of change of contact information must be given to Parks and Recreation by emailing or calling CGP staff within one week of making such a change.

3. GARDENING SEASON

Peak Season - The CGP peak season runs from the 2nd Monday in April through October 31. Weather and other unforeseen factors may delay the opening of the gardens or portions of a garden. Gardeners will be notified via e-mail and signs posted at the gardens if the opening is delayed. Maps showing rented plots with the last name of the gardener will be posted on the shed at each site and all garden plot numbers will be marked on a wooden stake located in each plot. **Gardeners are responsible for maintaining their plot as soon as the gardens are open for the season or immediately upon rental (if renting after 2nd Monday in April).** By Memorial Day, there should be marked progress toward a productive garden. This progress should include: at least half the plot under cultivation; plants established and cared for; path maintenance is carried out; weeds are being managed, etc. (see Section 5). If a rented plot does not show progress toward a productive garden by Memorial Day, it may be reclaimed and offered to someone else. The peak gardening season ends on October

31. All gardeners must have their plots cleared of all annual plants (see off-season exceptions below) and weeds and mulched (with leaves, straw or established cover crop) by this date. If the plot does not meet these requirements, the plot may be reclaimed and fees assessed. (See Section 5).

Off Season - The off-season is defined as November 1 through the 2nd Monday in April **or** upon the plot being rented by another gardener on or after February, 2022. Gardeners may choose to continue the use of their plot into the off-season provided that their plot is cleared of all weeds, all annual plants that are not cold-hardy, and that their plot is mulched and in full compliance of this agreement by October 31st. In addition, gardeners wishing to continue use of their plot into the off-season, must notify CGP staff in writing by October 15th. If staff is not notified, the plot may be cleared after October 31st. Before planting in the early spring of next season (prior to the 2nd Monday in April), the gardener must first renew their plot registration and notify CGP staff in writing.

In certain instances, plots may need to be taken out of rotation at the end/beginning of a season by CGP management to maintain the overall health of a garden. If this occurs, every effort will be made to replace that plot with a similar plot while maintaining the gardener's returning status.

4. GARDENING PRACTICES - SUPPORTING SOIL HEALTH

In an effort to improve soil health and support environmental resilience, **beginning in 2021, all plots at all 3 garden sites are designated as organic plots and no plots will be tilled.** This means that the gardeners who rent plots agree to adhere to organic practices as defined in the CGP document entitled *Organic Method Guidelines*, available on our website. This also means that cultivation of the soil is up to the gardener. Garden staff will provide educational materials on no/low till gardening. Since no plots are tilled, all gardeners are permitted to garden during the off-season (November-April) provided that they meet the criteria above (see section 3).

5. MAINTENANCE

Garden Plots and Pathways - Gardeners must consistently maintain their plot throughout the garden season. **Regular maintenance includes: regular weeding, harvesting ripe produce, and removing all spent or diseased plants. Gardeners are also responsible for maintaining the woodchip paths adjacent to their plot(s) by keeping them weeded, and refreshing with chips as needed.** All paths, whether wood chips or turf, must be kept free of overgrowing plants, gardening supplies and equipment. CGP staff will provide wood chips for path maintenance. Gardeners are responsible for making arrangements for weeding, watering, and harvesting in their absence. Gardeners unable to utilize or maintain their plot(s) and paths in the way described above, must contact CGP staff immediately. If contacted, CGP staff may be able to find a temporary solution until a gardener is able to continue maintaining the plot and paths.

Unmaintained/Abandoned Plots - CGP staff will contact gardeners renting unmaintained plots by email, unless another form of communication is indicated on the registration form. Those gardeners will be given two weeks from the initial email/communication attempt to comply with all requirements described in this agreement. If the gardener does not comply by the end of this two-week period, the plot will be considered abandoned and the gardener will give up the privilege to participate in the CGP for the remainder of the 2021 season and the primary gardener may be charged a maintenance fee (\$60 for each large plot and \$30 for each small plot or raised bed). Additionally, any participating gardener who gives up their plot under these circumstances will be limited to the rental of one plot in the next season and may not rent that plot until May 1. If a gardener addresses a two week maintenance request by the deadline, but subsequently leaves the plot unmaintained, the second maintenance request will have a one week deadline. A third request will have a 3 day deadline. Any further maintenance issues will result in immediate reclamation of the plot. CGP staff have the discretion to extend these deadlines if extenuating circumstances exist. **If plots have invasive or seeding weeds, CGP staff have the right to enter the plot and remove the plants for the collective benefit of the gardens.**

6. TURNING IN PLOTS/END OF SEASON

Gardeners can finish gardening and turn in their plot to CGP staff at any time. This means clearing the plot of all plant material and mulching or establishing a cover-crop on the plot in such a way that it requires no further attention until the following season. This must be completed by October 31 (See off season exceptions in Section 3). If a gardener sufficiently maintains/clears, and mulches/cover crops their plot such that CGP staff does not need to do anything to the plot for the rest of the season, the gardener will be considered in good standing and may renew the same plot the following year. Gardeners must notify the CGP staff in writing/via email when turning in their plots any time prior to the end of the season, October 31. Any gardener leaving a plot so that CGP staff has to care for it in any way, may be charged a maintenance fee (see above) billed to the primary gardener and may be subject to the same restrictions as for an unmaintained or abandoned plot.

7. GARDEN HOURS

The gardens are open for use daily from dawn until dusk during gardening season.

8. TOOLS, TRELLISING AND OTHER MATERIALS

Gardeners are permitted to store tools, watering cans, or other materials they use in the regular maintenance of their plot during peak gardening season, as long as they are stored within the boundaries of their plot. Trellising, stakes, cages and other hardscaping materials are permitted for use, as long as the items are kept within the boundaries of that gardeners plot(s) and are utilized within two weeks of being placed in those plot(s). All items must be stored in a way that does not collect water for a period of time long enough to provide a habitat for mosquitoes. The CGP is not responsible for missing/stolen tools or materials left on plots.

Communal tools are available for use during posted open shed hours. Tools are available on a first come, first served basis. Gardeners must clean and return tools to the storage shed in an orderly manner after use and prior to the end of open shed hours.

9. COMPOSTING

Non-invasive plant material from garden plots may be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. Seeding weeds and diseased plants should be placed in a separate, labeled bin, as to not compromise usable compost. All invasive weeds/plants must be promptly removed from the garden premises by the gardener and may not be placed in the compost (See Section 12 for invasive plant information). Gardeners must not place any materials in the wooded areas at any garden.

10. WATERING/HOSES

Water spigots are located at each garden site. When using hoses, gardeners must be careful not to damage other garden plots. When finished watering, turn off water at the source, untangle and neatly coil the hose on the hose hanger next to the spigot. Gardeners should notify staff if hoses are in need of repair.

Water from the spigots at Switchyard Park is sourced from a rain catchment system and is considered non-potable. Gardeners should not drink or wash hands with this water.

11. GATES/FENCING

Gardeners must close and latch the gates of the tall deer fenced perimeter when entering and exiting the gardens. CGP staff will do their best to keep the perimeter fence patched and will make every effort to deter small animals such as rabbits from entering, however, it is not possible to exclude every animal from the garden. Please notify staff if you encounter pests or nesting wildlife.

12. RESTRICTED AND PROHIBITED PLANTS

Cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials are not allowed. Invasive plants including, but not limited to, *Artemisia vulgaris*/mugwort, wandering mint species, comfrey, and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The CGP staff will, at their discretion, determine if plants are problematic, invasive, or otherwise prohibited by the State of Indiana, and therefore not appropriate for culture in a community gardening setting. Refer to the CGP document entitled *Restricted and Prohibited Plants* for more information.

13. TRASH

Gardeners must promptly remove any trash they generate, including empty plant pots and trays, from the garden area and dispose of it properly.

14. PETS

Pets are not allowed inside the fence at any garden sites due to food safety concerns and as a courtesy to other gardeners.

15. THEFT AND DAMAGE

Gardening in a public park comes with some risk. Gardeners should report any theft, vandalism, suspicious behavior or activity in the garden areas to CGP staff immediately. No person is permitted to remove anything from plots not rented by them. The City of Bloomington Parks and Recreation Department and staff, acting on behalf of the City, are not responsible for any damage to garden spaces, theft of produce or personal belongings in the vicinity of the gardens or elsewhere.

16. LIABILITY AND INDEMNIFICATION

The undersigned is an adult program participant, or is the parent or legal guardian of a program participant. The undersigned hereby states that s/he understands the activities that will take place in this program, and that the program participant is physically and mentally able to participate in this program. The undersigned recognizes, as with any activity, there is risk of injury. In the event that the program participant sustains an injury in the course of the program, and the City of Bloomington Parks and Recreation Department is unable to contact the appropriate person(s) to obtain consent for treatment, the City of Bloomington Parks and Recreation Department and/or its employees or volunteers are authorized to take reasonable steps to obtain appropriate medical treatment. The program participant and/or his/her parent or legal guardian shall be responsible for the cost of such treatment. The undersigned agrees to release, hold harmless, indemnify and defend the City of Bloomington, the Bloomington Parks and Recreation Department, its employees, agents, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this contract, even if arising from the negligence of releasees. It is understood that this release applies to any present or future injuries and that it binds the undersigned, undersigned's spouse, heirs, executors and administrators. The program participant may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity.

17. LAW AND VENUE

This Agreement shall be interpreted and construed according to the laws of the State of Indiana and the venue of any dispute shall be Monroe County Circuit Court, Indiana.

18. POTENTIAL COVID-19 LIMITATIONS

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify gardeners of any such

termination and the reasons therefore in writing.

Gardener to sign and return this page with registration form. Garden and Plot #(s)_____

I, the undersigned, have read the City of Bloomington Parks and Recreation's Community Gardening Program Gardener Agreement and understand all of its terms. I agree with its terms and sign it voluntarily.

_____	_____	_____
Primary Gardener, Printed Name	Primary Gardener, Signature	Date

_____	_____	_____
Parent or Guardian, Printed Name if gardener is age 17 or younger	Parent or Guardian, Signature	Date

_____	_____
Philippa M. Guthrie, Corporation Council	Date

_____	_____
Paula McDevitt, Director	Date



STAFF REPORT

Agenda Item: B-8 Date: 1/22/2021

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: January 26, 2021
SUBJECT: FOOD AND BEVERAGE ARTISAN AGREEMENT AND FOOD TRUCK/PUSH CART AGREEMENT TEMPLATES

Recommendation

Staff recommends approval of the 2021 Food and Beverage Artisans and Food Truck/Push Cart Agreement Templates. The Bloomington Community Farmers' Market contracts with Food and Beverage Artisans who wish to sell at the market.

Background

The Department is currently accepting proposals for both Food and Beverage Artisans and Food Truck/Push Carts with a due date of Monday, February 22, 2021. Information about the Request for Proposal (RFP) can be found on the Market website. The RFP has been sent to the market mailing list as well as other local food contacts, including Food Truck Friday and the Community and Family Resources Department. The information was also included in a Press Release that went out on January 19, 2021. All RFP's will be reviewed by a committee of market staff and FMAC members.

The Food and Beverage Artisan and Food Truck/Push Cart Agreement templates have been updated to include the 2021 season dates, a 7.5% monthly fee of gross sales and Covid-19 language provided by the Legal Department.

Both Agreements were reviewed and approved by City Legal.

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, elegant 'L' and the last name "Brinson" follows in a similar cursive script.

Leslie Brinson, Community Events Manager

2021-January

Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market

This Agreement, entered into this ____ day of February, 2021, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food and Beverage Artisan ("Artisan"),

WITNESSETH:

WHEREAS, Parks manages the Bloomington Community Farmers' Market ("Market") at Showers Common, 401 North Morton Street, Bloomington, Indiana; and

WHEREAS, the Food and Beverage Artisan wishes to operate a stand in this location.

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

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April 3, 2021 and end on November 20, 2021, 2020.

B. FOOD AND BEVERAGE ARTISAN RESPONSIBILITIES

1. **Artisan Fee:** Artisan shall pay Parks a vending fee of seven and a half (7.5%) of gross proceeds. The fee shall be paid monthly on or before the 15th of the month following the month gross proceeds were collected. In addition to the payment of seven and a half (7.5%) of gross proceeds, the Artisan shall include documentation of gross proceeds earned at each Market.
2. **List and Price:** The Artisan shall furnish Parks with a complete list of product to be sold and prices charged per item by April 2, 2021. Such product list and pricing is subject to the approval of the Parks Administrator. The Artisan must display legible price markers for goods offered for sale.
3. **Insurance:** The Artisan shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington and the Artisan as insured parties, and the Artisan shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. The Artisan and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
4. **Employees:** The Artisan shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and payroll tax for

such employees. Artisan stand attendants must be a minimum of sixteen (16) years of age.

5. **Recordkeeping:** The Artisan shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.

On or before August 15, 2020 Artisan shall provide Parks with documentation regarding the sourcing of Indiana grown product for the 2020 season to date, including the types of products purchased and the names of the farms from which they were purchased.

6. **Rules and Regulations:** The Artisan shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

The Artisan shall obtain all necessary permits from Monroe County Health Department, Indiana Alcohol and Tobacco Commission, Federal Tax and Trade Bureau, Indiana State Excise Tax Police, and from any and all other controlling agencies or boards, prior to commencement of operations under this Agreement. Copies of pertinent permits shall be submitted along with the signed copy of the contract.

If the Artisan is selling as a Home Based Vendor, Artisan is responsible for ensuring all products are “non-potentially hazardous foods” and are required to have an analysis completed to determine if a product in question is indeed a “non-potentially hazardous food” and provide written report of said analysis.

7. **Days and Hours of Operation:** The Artisan agrees to attend and sell at Market on Saturday beginning April 3, 2021 through September 25, 2021 from 8:00 am until 1:00 pm, and October 2 2021 through November 20, 2021 from 9:00 am until 1:00 pm.
8. **Entering and Exiting the Market:** The Artisan must occupy the assigned space by 15 minutes prior to Market opening time. The Artisan may park along the curb next to B-Line plaza to unload. The vehicle must be removed from the curb by a schedule set in advance of the season.
9. **Assignments and Limits of Space:** The Artisan will be assigned by Parks one vending space limited to 10 feet wide by 10 feet deep prior to commencement of this Agreement. Artisans may only display signs, information and/or items in their space that consist of the products they are selling or that directly relate to their business.
10. **Gift Certificate Program/SNAP:** The Food Vendor agrees to participate in the Farmers’ Market Gift Certificate Program/SNAP (GCP/SNAP) organized by the

City. A Farmer/Food and Beverage Artisan Training Guide will be provided. The Artisan agrees to read the Training Guide and abide by the rules established in the Training Guide. Completion of a Substitute W9 form and Electronic Funds Transfer form is necessary for first-time participants in the GCP/SNAP. If the Artisan has participated in previous years, no further paperwork is necessary.

11. **Property Maintenance and Utilization:** The Artisan must vacate premises by 2:00 pm and remove all personal items and equipment. The Artisan must remove all recyclable and compostable materials from site. The Artisan must protect brick pavers within vending space from soiling due to food and beverage spills. The Artisan must ensure that weather protection devices are securely anchored. The Artisan must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Artisan hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Artisans participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Artisan is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). The Artisan shall sign an affidavit, attached as Exhibit A, affirming that the Artisan does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

new contractor. If the City terminates the contract, the Artisan or subcontractor is liable to the City for actual damages.

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

- 14. Artisan Behavior and Commitment to the City of Bloomington's Values and the Market's Mission.** The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the 2021 Bloomington Community Farmers' Market Food and Beverage Artisan Agreement, artisans shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Artisans acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against artisans at the Market. If an artisan believes that the City employee engaged in such conduct at the Market towards the artisan, the artisan may file a complaint with the Market Manager and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct at the Market.

Similarly, the City does not tolerate Artisans engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any artisan who believes that a fellow vendor has engaged in such harassment or discrimination at the Market may file a complaint with the Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any artisan engaged in such prohibited conduct at the Market.

- 15. Expectations**

Artisans shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market.

Conduct at the Market on the part of the artisan that the City deems to be contrary to the provisions of the artisan agreement may result in administrative action in accordance with the provision of the agreement, including but not limited to suspension or ejection from the Market and/or future Market events.

Artisans shall notify the Market Manager or Market Supervisor immediately of any unsafe conditions.

Artisans shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming inclusive and safe venue.

Artisans understand that the Market is not a forum for political or religious activities, except for at Plaza A and Info Alley.

The City provides the Market as a location for artisans to sell what they create. Artisans understand that by providing the Market, the City is making no guarantee of the number of customers or the volume of business.

C. RESPONSIBILITY AND RIGHTS OF PARKS

Parks shall not invoice the Artisan for seven and a half (7.5%) of gross sales.

The City retains the right to terminate the Market, or to change the times, dates, locations, and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes, and cancellations to all artisans.

D. ASSIGNMENT OF AGREEMENT

The Artisan shall not assign or sub-contract this Agreement or any of its terms, except with prior written approval of the Parks Administrator.

E. BREACH OF AGREEMENT

In the event one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

F. TERMINATION

1. **Termination by mutual agreement:** The parties may terminate this Agreement prior to November 20, 2021 by mutual written agreement.

G. MISCELLANEOUS

1. **Enforcement:** In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the

Agreement shall bear expenses of such litigation, including, but not limited to, court costs and reasonable attorney fees.

2. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
3. **Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the other party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
5. **Covid-19**
The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Food and Beverage Artisan of any such termination and the reasons therefor in writing.
6. **Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: Leslie Brinson
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Food and Beverage Artisan:
7. **Intent to be Bound:** Parks and the Artisan each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
8. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between

Parks and the Artisan. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

Philippa M. Guthrie, Corporation Counsel

Paula McDevitt, Parks Administrator

Kathleen Mills
President Board of Park Commissioners

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature _____

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2021.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

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

This Agreement, entered into this ____th day of February, 2021, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food Truck/Push Cart Vendor ("Food Vendor"),

WITNESSETH:

WHEREAS, Parks manages the Bloomington Community Farmers' Market ("Market") at Showers Common, 401 North Morton Street, Bloomington, Indiana; and

WHEREAS, the Food Vendor wishes to operate a stand in this location.

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

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April 3, 2021 and end on November 20, 2021.

B. FOOD VENDOR'S RESPONSIBILITIES

1. **Food Vendor Fee:** Food Vendor shall pay Parks a vending fee of seven and a half (7.5%) of gross proceeds. The fee shall be paid monthly on or before the 15th of the month following the month gross proceeds were collected. In addition to the payment of seven and a half (7.5%) of gross proceeds, the Food Vendor shall include documentation of gross proceeds earned at each Market.
2. **List and Price:** The Food Vendor shall furnish Parks with a complete list of product to be sold and prices charged per item by April 2, 2021. Such product list and pricing is subject to the approval of the Parks Administrator. The Food Vendor must display legible price markers for goods offered for sale.
3. **Insurance:** The Food Vendor shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington and the Food Vendor as insured parties, and the Food Vendor shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. The Food Vendor and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
4. **Employees:** The Food Vendor shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and payroll tax for such employees. Food Vendor stand attendants must be a minimum of sixteen (16) years of age.

5. **Recordkeeping:** The Food Vendor shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.

On or before August 15, 2021 Food Vendor shall provide Parks with documentation regarding the sourcing of Indiana grown product for the 2021 season to date, including the types of products purchased and the names of the farms from which they were purchased.

6. **Rules and Regulations:** The Food Vendor shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

The Food Vendor shall obtain all necessary permits from Monroe County Health Department, Indiana Alcohol and Tobacco Commission, Federal Tax and Trade Bureau, Indiana State Excise Tax Police, and from any and all other controlling agencies or boards, prior to commencement of operations under this Agreement. Copies of pertinent permits shall be submitted along with the signed copy of the contract.

If the Food Vendor is selling as a Home Based Vendor, Food Vendor is responsible for ensuring all products are “non-potentially hazardous foods” and are required to have an analysis completed to determine if a product in question is indeed a “non-potentially hazardous food” and provide written report of said analysis.

7. **Days and Hours of Operation:** The Food Vendor agrees to attend and sell at Market on Saturday beginning April 3, 2021 through September 25, 2021 from 8:00 am until 1:00 pm, and October 2, 2021 through November 20, 2021 from 9:00 am until 1:00 pm.
8. **Entering and Exiting the Market:** The Food Vendor must occupy the assigned space by 15 minutes prior to Market opening time.
9. **Assignments of Space:** Food Vendor will be assigned by Parks a vending space. Artisans may only display signs, information and/or items in their space that consist of the products they are selling or that directly relate to their business.
10. **Gift Certificate Program/SNAP:** The Food Vendor agrees to participate in the Farmers’ Market Gift Certificate Program/SNAP (GCP/SNAP) organized by the City. A Farmer/Food and Beverage Artisan Training Guide will be provided. The Food Vendor agrees to read the Training Guide and abide by the rules established in the Training Guide. Completion of a Substitute W9 form and Electronic Funds Transfer form is necessary for first-time participants in the GCP/SNAP. If the Food Vendor has participated in previous years, no further paperwork is necessary.

11. **Property Maintenance and Utilization:** The Food Vendor must vacate premises by 2:00 pm and remove all personal items and equipment. The Food Vendor must remove all recyclable and compostable materials from site. The Food Vendor must ensure that weather protection devices are securely anchored. The Food Vendor must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Food Vendor hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Food Vendors participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Food Vendor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). The Food Vendor shall sign an affidavit, attached as Exhibit A, affirming that the Food Vendor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

The Food Vendor shall require any subcontractors performing work under this contract to certify to the Food Vendor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program.

The Food Vendor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

14. Food Vendor Behavior and Commitment to the City of Bloomington's Values and the Market's Mission:

The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the 2021 Bloomington Community Farmers' Market Food Truck/Push Cart Vendor Agreement, Food Vendors shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Food Vendors acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against Food Vendors at the Market. If a Food Vendor believes that the City employee engaged in such conduct at the Market towards the Food Vendor, the Food Vendor may file a complaint with the Market Manager and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct at the Market.

Similarly, the City does not tolerate Food Vendors engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any Food Vendor who believes that a fellow vendor has engaged in such harassment or discrimination at the Market may file a complaint with the Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any Food Vendor engaged in such prohibited conduct at the Market.

15. Expectations

Food Vendors shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market.

Conduct at the Market on the part of the Food Vendor that the City deems to be contrary to the provisions of the Food Vendor agreement may result in

administrative action in accordance with the provision of the agreement, including but not limited to suspension or ejection from the Market and/or future Market events.

Food Vendors shall notify the Market Manager or Market Master immediately or any unsafe conditions.

Food Vendors shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming inclusive and safe venue.

Food Vendors understand that the Market is not a forum for political or religious activities, except for at Plaza oneA and Info Alley.

The City provides the Market as a location for Food Vendors to sell what they create. Food Vendors understand that by providing the Market, the City is making no guarantee of the number of customers or the volume of business.

C. RESPONSIBILITY AND RIGHTS OF PARKS

Parks shall not invoice the Food Vendor for seven and a half percent (7.5%) of gross sales.

The City retains the right to terminate the Market, or to change the times, dates, locations, and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes, and cancellations to all Food Vendors.

D. ASSIGNMENT OF AGREEMENT

The Food Vendor shall not assign or sub-contract this Agreement or any of its terms, except with prior written approval of the Parks Administrator.

E. BREACH OF AGREEMENT

In the event one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

F. TERMINATION

1. **Termination by mutual agreement:** The parties may terminate this Agreement prior to November 20, 2021 by mutual written agreement.

G. MISCELLANEOUS

1. **Enforcement:** In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear expenses of such litigation, including, but not limited to, court costs and reasonable attorney fees.

2. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
3. **Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the other party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
5. **Covid-19**
The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Food Vendor of any such termination and the reasons therefor in writing
6. **Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: Leslie Brinson
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Food and Beverage Food Vendor:

7. **Intent to be Bound:** Parks and the Food Vendor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
8. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Food Vendor. It supersedes all prior and contemporaneous

communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

Philippa M. Guthrie, Corporation Counsel

Paula McDevitt, Parks Administrator

Kathleen Mills,
President Board of Park Commissioners

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature _____

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2021.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____



STAFF REPORT

Agenda Item: B-9
Date: 1/22/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: January 26, 2021
SUBJECT: FARM VENDOR CONTRACT, HANDBOOK AND EXHIBITS

Recommendation

Staff recommends approval of the farm vendor contract, handbook and exhibits for the 2021 Bloomington Community Farmers' Market.

Background

The Department is currently accepting farm vendor applications for the 2021 market season. Applications will be accepted through February 22nd, for those intending to reserve a space for the April or May- October seasons. Applications will be accepted for day stall vendors as long as space allows.

The 2021 contract and exhibits have been updated to include 2021 dates, Covid-19 language from Legal and updated language concerning the SNAP and gift certificate programs.

The Handbook has gone through a more extensive update with the intent to simplify the document and then update with new information, a few changes are highlighted here.

- Date changes related to a new market season
- Removal of information- history section, Food and Beverage information, removal of information regarding non-farm vendor activities
- Vendor Point System- this is being reviewed and it is so noted in the handbook
- Vendor complaint procedure has been added

The changes have been discussed with the Farmers' Market Advisory Council and all documents have been reviewed by Legal.

2021-January

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, reading "Leslie Brinson". The signature is fluid and cursive, with the first name "Leslie" and last name "Brinson" clearly distinguishable.

Leslie Brinson, Community Events Manager

2021-January

2021 BLOOMINGTON COMMUNITY FARMERS' MARKET FARM VENDOR CONTRACT

In consideration for the privilege to participate in the 2021 Bloomington Community Farmers' Market ("Market"), the City of Bloomington ("City"), and the undersigned Vendor(s) ("Vendor") agree to the following:

1. ADMINISTRATION

The Market is administered by the Parks and Recreation Department of the City in accordance with this contract (the "Contract"). The City selects and approves Vendors, sets fees and determines Market policies and criteria for eligibility. The criteria for eligibility it considers while reviewing applications are: that the Vendor produces goods in compliance with the Farm Vendor Handbook guidelines for the categories of goods the Vendor offers for sale; that the Vendor has had a positive history with the Market without prior contract violations; that the Vendor's products complement the product balance at the Market, that the Vendor is committed to the general mission of the Market; and that it is in the best interest of the Market, the public and the City to select the Vendor for the Market. The Market Coordinator and Supervisor review applications and have the discretion to select Vendors who meet the criteria for eligibility and whose products most closely match the City's mission for the Farmers' Market. Both also oversee the Market and have authority to assign vending space, settle disputes and disqualify or terminate vendors for violations of this Contract or Market regulations.

2. ELIGIBILITY OF VENDORS

Following are definitions used, in part, to determine an individual's eligibility to vend at the Market:

"Producer" is a person who is consistently involved with and participates substantially in the production, including aspects like planting, cultivating, harvesting, and raising, of permitted goods sold pursuant to this contract.

"Primary Vendor" is a person who is a producer, is the person who owns, leases, rents or otherwise controls the land on which goods sold pursuant to this contract are raised and is the person who controls points for the Vendors on this Contract. The designation of "Primary Vendor" is determined by the vendor name listed first on this Contract.

"Vendor" is a person who is a producer or immediate family member of the Primary Vendor, as defined in this Contract, and has signed this Contract.

"Immediate Family" is defined as a parent, child, spouse or domestic partner of the Primary Vendor.

"Stand Assistant" is a person who assists the Vendor at Market, but does not fulfill the definition of Vendor set forth in this Contract. Stand Assistants must be accompanied by a Vendor in each and every distinct stand rented by the Vendor at a given Market. Stand Assistants cannot earn points for selling at Market.

Only individuals who are named as Vendors or Stand Assistants in this Contract may sell at the Market. A Vendor and a Stand Assistant working with that Vendor may sell only goods produced on land controlled by the Primary Vendor or on land on which the Primary Vendor's immediate family is a producer. A Vendor may be a party to only one Market contract and may have only limited financial interest in any other Market contract.

Vendors and Stand Assistants must be listed by full legal name on this Contract and must sign this Contract. If a Vendor wants any individual not listed on this Contract to serve as a Vendor or Stand Assistant, the Vendor must let Market Staff know the name of the Vendor or Stand Assistant by no later than 5 PM on the Thursday before the Market day, except in the case of a documented emergency. Failure to do so will result in the newly identified Vendor or Stand Assistant not being permitted to work at the following Saturday or Tuesday Markets.

"Innovative Farm Arrangement" is a farm arrangement that does not fit within the above established definitions of producer, primary vendor and/or vendor, but is determined to be within the scope and mission of the Market at the discretion of the Market Coordinator and Supervisor based, in part, on information provided in the Innovative Farm Arrangement application.

The Vendor agrees to abide by all applicable federal, state and local laws and ordinances, and agrees that the violation by the Vendor of such a law or ordinance may be deemed by the City to be a material breach of this contract.

3. OBLIGATION TO COMPLY WITH MARKET HANDBOOK AND APPLICATION

The 2021 Farm Vendor Handbook is hereby incorporated into this Contract by reference and is a part of this contract as fully as if it had been set forth herein. The 2021 Application completed by the selected and approved Vendor and the exhibits for Value Added Foods (Exhibit A), Pet Foods (Exhibit B), Home Based Vendor Foods (Exhibit C), Aquaculture Foods (Exhibit D) and/or Shell Egg (Exhibit E) if applicable, are hereby incorporated into this Contract by reference and are made a part of this Contract as fully as if they had been set forth herein. Any 2021 Innovative Farm Arrangement Application completed by the selected and approved Vendor is hereby incorporated into this Contract by reference and is made a part of this Contract as fully as if it had been set forth herein.

4. APPLICATION/AGREEMENT TO SELL

The Vendor must have completed in full and signed this Contract or be named in this Contract and have authorized another person to sign on his/her behalf and have paid all applicable rental fees by the deadline below before Vendor is allowed to sell any goods. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 along with payment by March 22, 2021.

Innovative Farm Arrangement applications are due to the same office by February 22, 2021. In the event a Vendor does not have a signed Contract on file by date set forth, it is in the discretion of the Market Supervisor and/or Market Coordinator to determine the Vendor's eligibility to sell. Points will not be awarded until the Vendor has submitted a signed Contract and a complete and approved application.

5. GIFT CERTIFICATE PROGRAM/SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PARTICIPATION

Vendors with qualifying products (fruits and vegetables) are strongly encouraged to participate in the Farmers' Market Gift Certificate Program/Supplemental Nutrition Assistance Program (GCP/SNAP) organized by the City. Basic information on the GCP/SNAP is included on pages 15 and 16 of the Farm Vendor Handbook with more detailed information in the GCP/SNAP Farmer/Food and Beverage Artisan Training Guide available from Market staff.

The primary vendor must indicate on the last page of this Contract whether or not he/she is participating in the (GCP/SNAP).

If the Vendor chooses to participate in the GCP/SNAP and is participating for the first time, Market staff will contact the Vendor to provide him/her with a GCP/SNAP Farmer/Food and Beverage Artisan Training Guide and the City Vendor and EFT form to complete. If the Vendor has participated in the GCP/SNAP in previous years and accepted EFT payment, no further paperwork is necessary. If the Vendor chooses to participate in the GCP/SNAP, the Vendor agrees to attend a training or read the GCP/SNAP Farmer/Food and Beverage Artisan Training Guide and abide by the rules established in the Training Guide. The Vendor understands he/she is responsible for Gift Certificates/Market Bucks from the time the Vendor receives them as payment until the time they are turned in for redemption.

6. CITY'S REMEDIES FOR BREACH; APPEAL

a) Violation of any material provision of this Contract is a material breach and considered a default by the Vendor. Upon notice by the City to the Vendor of the occurrence of a breach or default, and the Vendor's failure to correct the breach within a reasonable period of time, if the Vendor is in the Market at the time, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate may not only subject the Vendor to immediate termination of this Contract, but may also subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass. If a breach or default is deemed not correctible and/or serious enough to merit immediate action, the Vendor may be subject to immediate termination of this Contract.

b) If the City has reason to believe that a Vendor did not produce the goods he/she is selling at the Market, or that other conditions exist that may constitute a violation of this Contract or adversely impact the health or safety of Market patrons or City employees, the City reserves the right to conduct an investigation which may include an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the City to conduct such investigation and inspection. The Vendor also agrees to provide the City such opportunities as the City deems necessary to view and obtain copies of the Vendor's records related to the goods sold at Market. If the City determines, after investigation, that there is a reasonable likelihood that the Vendor did not produce the goods he/she offered for sale at the Market or has otherwise violated this Contract, the City may, in its sole discretion, declare a material breach.

c) Upon occurrence of a material breach of this Contract, the City reserves the right to declare this Contract terminated, by so stating in a written notice to the Vendor, and to retain, as liquidated damages and not as a penalty, any rental fees prepaid by the Vendor.

d) The City has the right to make rules regarding the Market and determine whether Vendors are in compliance with its rules. Vendors who are dissatisfied with a City decision to terminate a contract may appeal it in writing to the Advisory Council within ten days of receipt of notice of the decision, and may appeal the Advisory Council’s decision in writing to the Board of Park Commissioners within ten days of receipt of the Advisory Council decision. The decision of the Board of Park Commissioners is final.

7. LAW AND VENUE
This Agreement shall be interpreted and construed according to the laws of the State of Indiana and venue of any dispute shall be Monroe County Circuit Court, Indiana.

8. COVENANT NOT TO SUE
The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Agreement. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

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

10. LIABILITY AND INDEMNIFICATION
The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices. The Vendor hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers’ Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages (“Claims”) , including but not limited to attorney fees and court costs, which may arise as a result of the Vendor’s participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers’ Market Advisory Council or Board of Parks Commissioners.

11. COVID 19
The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Vendor of any such termination and the reasons therefor in writing

12. NOTICES
Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: Leslie Brinson
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Primary Vendor - Initial one:

Vendor chooses NOT to participate in the GCP/SNAP _____

This Contract is effective upon signature by Vendors, Stand Assistants and the Corporation Counsel and is valid only for the 2021 Market Season, terminating at the close of the Market on November 27, 2021.

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Vendor's Printed Name	Primary Vendor's Signature Market Registrant	Date
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Vendor's Printed Name	Vendor's Signature Market Registrant	Date
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Vendor's Printed Name	Vendor's Signature Market Registrant	Date
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	Signature of parent or guardian if Vendor is age 18 or younger	Date

<div>Stand Assistant's Printed Name</div>	<div>Stand Assistant's Signature</div>	<div>Date</div>
<div>Stand Assistant's Printed Name</div>	<div>Stand Assistant's Signature</div>	<div>Date</div>
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<div>Stand Assistant's Printed Name</div>	<div>Stand Assistant's Signature</div>	<div>Date</div>
<div>Stand Assistant's Printed Name</div>	<div>Stand Assistant's Signature</div>	<div>Date</div>

<div>Signature of parent or guardian if Stand Assistant is age 18 or younger</div>	<div>Date</div>
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<div>Philippa M. Guthrie, Corporation Counsel</div>	<div>Date</div>
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<div>Kathleen Mills President Board of Park Commissioners</div>	<div>Date</div>
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<div>Paula McDevitt, Parks Administrator</div>	<div>Date</div>
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2021 Bloomington Community Farmers' Market Contract
Value Added Foods Exhibit
(Exhibit A)

As additional consideration for the privilege to participate in the 2021 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Value Added Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2021 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Value Added Foods" are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility containing a significant portion of Vendor-grown/raised/collected product, the specifics of which are detailed by category below (See Section III. 7.)
- II. Products from animals administered growth hormones, including but not limited to rBGH, may not be sold at Market.
- III. An initialed Value Added Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Value Added Foods at the Market as long as the following requirements are met:
 - 1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
 - 2. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department (except for wine (see Section III. 7. E.)), without which the Contract and this Exhibit are not valid.
 - 3. The Vendor must prepare foods from scratch in a licensed facility (except meats (see Section III. 7. D.)).
 - 4. The Vendor must properly label goods for sale according to the regulatory body overseeing the Value Added Food items, including, but not limited to name of product, location of preparation, contents, net weight and date of processing.
 - 5. If the Vendor intends to prepare food at Market, the Vendor must obtain prior approval (based on the desirability of the food item and safety of setup) from the Market Manager.
 - 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
 - 7. The Vendor must be in compliance with all applicable federal and state laws.
 - 8. Product meets the following additional requirements by type and category:
 - A. **Standard Value Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.)**
 - a. All product that can be reasonably Vendor-grown/raised/collected must be.
 - b. The final product may contain up to 50% product by volume (excluding water) that is not Vendor-grown/raised/collected.
 - B. **Manufactured Grade Dairy Products**
 - a. All animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
 - b. The Vendor must process his or her own dairy products.

- c. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
- d. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- e. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a manufactured grade milk and/or milk processor, prior to this Exhibit and the Contract being considered valid and prior to selling at Market.

C. Grade A Milk and/or Milk Products

- a. Some of the animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
- b. The Vendor must process his or her own dairy products.
- c. Any milk purchased for dairy products sold at Market must be sourced from Indiana dairies.
- d. The Vendor must produce at least as much milk from the Vendor's animals to equal the amount of liquid milk in dairy products sold at Market during the period of time the Vendor sells at Market.
- e. The Vendor must provide, prior to Vendor's Contract and this Exhibit being considered valid and for approval by the Market Manager, all sample documentation necessary regarding how records will be kept for on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources of purchased milk by **March 1, 2021**.
- f. The Vendor must maintain records and provide documentation to the Market Manager by **August 13, 2021** and again by **December 15, 2021** regarding on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources and volume of purchased milk.
- g. The Vendor utilizing milk from animals he/she did not raise must post a legible sign stating, "The milk in this dairy product is sourced from other Indiana dairies in addition to (name of farm's) own milk."
- h. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
- i. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- j. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a Grade A milk and/or milk products processor, without which the Vendor's Contract and this Exhibit are not valid.

D. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats

- a. The Vendor must have grown, bred or raised all animals from which meat is sold at the Market.
- b. All animals must have been in the Vendor's immediate custody, care and control for at least 50% of the live weight or for twelve months at slaughter.

- c. Only product that has been prepared in a licensed, state-inspected facility may be sold at the Market. Preparation includes slaughter, packaging, labeling and preserving. The product must have a “safe food handling” label on the package and be sold in the unaltered package it was placed in at the processing facility. Processing plant receipts may be requested for verification of producership.
- d. The final product may contain up to 20% product by volume (excluding water) that is not vendor-grown/raised/collected.
- e. The Vendor must maintain the product continuously in frozen/preserved condition or, if product is fresh, maintain continuously at a temperature of 41 degrees Fahrenheit or less, from the time it leaves the processing facility until it is sold at the Market.
- f. Poultry and rabbit slaughtered on farm and frozen may be sold under Home Based Vendor Foods Exhibit provided Vendor is in compliance with all terms outlined in said Exhibit.

E. Wine

- a. The vendor must raise all fruit used in producing the wine.
- b. Only closed container sales are permitted, no sampling or sales by the glass.
- c. The Vendor must abide by all state and federal alcohol sales rules, including no sales to minors.
- d. The Vendor must obtain and provide the City with a current copy of the Indiana Farm Winery license, without which the Vendor’s Contract and this Exhibit are not valid.

- IV. The Vendor may be required to submit recipes for the Value Added Foods to the Market Manager for verification that they meet the specified requirements.
- V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers’ Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Value Added Foods pursuant to the Vendor’s Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor’s Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor’s Contract with the City and this Exhibit or by any third party, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- VI. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VII. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2021** Market Season, terminating at the close of the Market on **November 27, 2021**.

List all products intended to be sold under this Value Added Foods Exhibit:

If selling Standard Value Added Foods, list name and location of licensed kitchen:

If selling Manufactured Grade or Grade A Milk Products, list name and location of processing facility if different from the primary vendor’s address:

If selling Meat, list name and location of processor:

Attach copies of all appropriate paperwork.

- ☐ Manufactured Grade Milk and/or Milk Products Processor Permit.
- ☐ Grade A Milk and/or Milk Products Processor Permit.
- ☐ Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- ☐ Indiana State Department of Health Wholesale Certificate of Registration
- ☐ Indiana Farm Wineries license from the Indiana Alcohol and Tobacco Commission.
- ☐ Additional Attachments - Please Specify_____

Primary Vendor’s Printed Name

2021 Bloomington Community Farmers' Market Contract
Pet Foods Exhibit
(Exhibit B)

As additional consideration for the privilege to participate in the 2021 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Pet Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2021 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Pet Foods" means products that contain at least 90% vendor-grown/raised/collected product and are processed or prepared by the Vendor from the original condition.
- II. The Vendor must have grown/raised all animals from which pet food products are obtained. Products from animals administered growth hormones, including but not limited to RBGH, may not be sold at the Market.
- III. A signed Pet Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell pet food at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract.
 2. Vendor obtains and retains, during the term of this Contract and Exhibit, an Indiana Commercial Feed License from the State Chemist (<http://www.isco.purdue.edu>) in compliance with Ind. Code 15-19-7, the Indiana Commercial Feed Law, a copy of which is attached hereto and incorporated herein by reference, and without which the Vendor's Contract with the City and this Exhibit are not valid.
 3. Product must be labeled with a label approved by the State Chemist in compliance with Indiana Code 15-19-7-26 and 27, and include but not limited to the following information: species of pet for which the food is intended, net weight, guaranteed analysis, ingredient statement, moisture content and name and address of manufacturer. A sample copy of which is attached to this Exhibit and incorporated herein by reference and without which the Vendor's Contract with the City and this Exhibit are not valid.
 4. **If the Vendor intends to sell dairy products as pet foods, the following additional requirements must be met:**
 - A. The Vendor must have grown, bred or raised all animals from which dairy products are sold at the Market.
 - B. All animals must have been in the Vendor's immediate custody, care and control.
 - C. The Vendor must process his or her own dairy products.
 - D. The Vendor must prominently include on the label "Not Intended for Human Consumption."
 5. **If the Vendor intends to sell frozen or preserved beef, bison, elk, goat, lamb, pork, poultry, rabbit or other meats at the Market as pet foods, the Vendor must comply with the above-stated standards and initial each page of the Value Added Foods Exhibit and meet all the criteria laid out therein.**
- IV. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Pet Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or

compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VI. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2021** Market Season, terminating at the close of the Market on **November 27, 2021**.

Please attach copies of all appropriate paperwork.

- ☐ Indiana Commercial Feed License.
- ☐ Sample of Labels.
- ☐ Additional Attachments - Please Specify_____

Primary Vendor’s Printed Name

2021 Bloomington Community Farmers' Market Contract
Home Based Vendor Foods Exhibit
(Exhibit C)

As additional consideration for the privilege to participate in the 2021 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Home Based Vendor Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2021 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I.** "Home Based Vendor Foods" means non-potentially hazardous food products and frozen poultry and rabbit slaughtered on the farm that contain 100% vendor-grown/raised/collected product (except in the case of jams and jellies (see Section III. 2.) and fermented food (see Section III. 9.d.)) and are processed or prepared by the Vendor at his/her primary residence, or on property owned or leased by the vendor.
- II.** Vendor selling Home Based Vendor Foods is responsible for ensuring all products are "non-potentially hazardous food" and may be required to have an analysis completed to determine if a product in question is indeed a "non-potentially hazardous food" and provide a written report of said analysis.
- III.** The following products are permitted for sale at the Market as Home Based Vendor Foods:
 1. Frozen/dehydrated fruits, vegetables, cultivated mushrooms and herbs
 2. Jams and jellies, canned or frozen, made from acidic fruits (sweeteners and gelling compounds may be added)
 3. Maple syrup
 4. Honey
 5. Sorghum
 6. Ground grains
 7. Vinegar
 8. Spices
 9. Fermented Foods, as long as the following requirements are met:
 - a. Vendor must use an appropriate percentage salt brine for the produce being fermented.
 - b. No acid may be added.
 - c. Product may not be hermetically sealed.
 - d. 95% of product must be vendor raised.
 10. Frozen Poultry, as long as the following requirements are met:
 - a. Vendor slaughters not more than 1,000 poultry during the calendar year.
 - b. Such poultry producer does not engage in buying or selling poultry products other than those produced from poultry raised on his own farm; and
 - c. None of such poultry moves in commerce outside Indiana (it all remains in Indiana after slaughter).
 11. Frozen Rabbit
- IV.** A signed Home Based Vendor Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Home Based Vendor Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and all applicable federal and state laws, including but not limited to Indiana Code 16-42.
 2. All processing and packaging must be done by the Vendor in compliance with Indiana Code 16-42-5-29(b) and pursuant to Indiana Code 16-42-5-29(b) (5) have proper labeling (or sign visibly displayed on table in the case of frozen or dehydrated produce), including the following:
 - A. The name and address of the producer of the food product.
 - B. The common or usual name of the food product.
 - C. The ingredients of the food product, in descending order by predominance of weight.
 - D. The net weight and volume of food product.
 - E. The date on which the food product was processed.
 - F. The following statement in at least 10 point type: "This product is home produced and processed and the production area has not been inspected by the State

Department of Health.” It is permissible for this statement to be displayed on the table next to any Home Based Vendor Foods.

- V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers’ Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Home Based Vendor Foods pursuant to the Vendor’s Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor’s Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor’s Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers’ Market Advisory Council.

- VI. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

- VII. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2021 Market Season, terminating at the close of the Market on November 27, 2021.

List all products intended to be sold under this Home Based Vendor Foods Exhibit:

Primary Vendor’s Printed Name

2021 Bloomington Community Farmers' Market Contract
Aquaculture Foods Exhibit
(Exhibit D)

As additional consideration for the privilege to participate in the 2021 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Aquaculture Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2021 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I.** "Aquaculture Foods" means aquaculture farm products grown/raised by the Vendor for a minimum of eighty (80) days.
- II.** The following products are permitted for sale at the Market as aquaculture foods: fish and shrimp.
- III.** An initialed Aquaculture Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Aquaculture Foods at the Market as long as the following requirements are met:
 - 1. Product meets the terms outlined in the Contract, and is in compliance with all applicable federal and state laws.
 - 2. Only aquaculture foods that are raised in a state approved facility are permitted for sale.
 - 3. Aquaculture foods must be sold unprocessed, fresh and kept at 41 degrees Fahrenheit or below from the time it is harvested until the time they are sold or processed in a licensed kitchen and sold fresh and kept at 41 degrees Fahrenheit or sold frozen.
 - 4. No water and/or ice that comes into contact with aquaculture foods may be deposited or allowed to drain on Market premises.
 - 5. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department, which must be attached to this Exhibit, and which are incorporated to this Exhibit by reference, and without which the Exhibit and Contract are not valid.
 - 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling his/her product at Market.
 - 7. The Vendor must properly label goods for sale according to the regulatory body overseeing the aquaculture foods, including, but not limited to: name of producer, address of producer, phone number or email of producer, net weight and date of harvest.
- IV.** The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Aquaculture Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V.** The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VI. This Exhibit is effective upon signature of the Contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2021** Market Season, terminating at the close of the Market on **November 27, 2021.**

List all products intended to be sold under this Aquaculture Foods Exhibit:

If selling processed fish or shrimp, list name and location of processing facility:

Attach copies of all appropriate paperwork.

- ☐ Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- ☐ Additional Attachments –
Please Specify_____

Primary Vendor’s Printed Name

2021 Bloomington Community Farmers’ Market Contract
Shell Egg (Not from Chickens) Exhibit
(Exhibit E)

As additional consideration for the privilege to participate in the **2021** Bloomington Community Farmers’ Market (“Market”), by initialing each page, the vendor(s) (“Vendor”) agrees to the following Shell Egg (Not from Chickens) Exhibit (“Exhibit”), which is made part of and incorporated into the **2021** Market Contract (“Contract”) between the Vendor and the City of Bloomington (“City”).

- I. An initialed Shell Egg Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell shell eggs (not from chickens) at the Market as long as the following requirements are met:
 - 1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
 - 2. All animals from which the shell eggs are derived must be in the Vendor’s immediate custody, care and control.
 - 3. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
 - 4. The Vendor must maintain shell eggs at 41 degrees Fahrenheit or less.
 - 5. Used egg cartons may only be used if relabeled with Vendor’s name, address, pack date and expiration date.
 - 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
 - 7. The Vendor must be in compliance with all applicable federal and state laws.
- II. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers’ Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Shell Eggs pursuant to the Vendor’s Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor’s Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor’s Contract with the City and this Exhibit or by any third party, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- III. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.
- IV. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2021** Market Season, terminating at the close of the Market on **November 27, 2021.**

List type of animal from which the shell egg is derived:

Attach copies of all appropriate paperwork.

- ☐ Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.

- ☐ Additional Attachments - Please Specify_____

Primary Vendor’s Printed Name

2021 FARM VENDOR HANDBOOK



Farm Vendor Handbook

With Market Information & Guidelines

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Part 1. Introduction

A. Bloomington Community Farmers' Market Mission

The Bloomington Community Farmers' Market mission is:

- To strengthen our local agriculture and food community by serving as a venue to nurture the direct, positive relationships between small farmers, food and beverage artisans and customers;
- To promote a safe and welcoming environment for all while enhancing and reflecting the City of Bloomington's diversity and encouraging multicultural awareness;
- To promote and improve food justice by implementing programs to increase access to Market product by low-income populations; and
- To improve local food security and community sustainability by fostering a resilient food supply.

B. Market Contact Information

Market Coordinator

City of Bloomington Parks and Recreation Department
401 N. Morton St., Suite 250
Bloomington, IN 47404
Office: (812) 349-3738
Fax: (812) 349-3705
Email: farmersmarket@bloomington.in.gov

Sarah Mullin, Market Supervisor

Office: (812) 349-3704
Email: mullins@bloomington.in.gov

Market day cell: (812) 327-7034

For more information on the Bloomington Community Farmers' Market including: special events, weekly entertainment and farm vendor contracts, email: farmersmarket@bloomington.in.gov or visit bloomington.in.gov/farmersmarket.

C. Market Seasons and Sites

April Market—Open every Saturday in April from 8 a.m.–1 p.m. at Showers Common, 401 N. Morton St.

May–October Market—The peak season market is open every Saturday May–September from 8 a.m.–1 p.m. and every Saturday in October from 9am–1pm at Showers Common, 401 N. Morton St.

Tuesday Market—Open every Tuesday, June–September, from 4 p.m.–7 p.m. at the Switchyard Park Pavilion, 1601 S. Rogers St.

November Market—The November Market is held the first three Saturdays in November from 9 a.m. until 1 p.m. at Showers Common.

Holiday Market—The Holiday Market takes place at Showers Common on the last Saturday of November from 10 a.m. until 3 p.m.

D. Farmers' Market Advisory Council Welcomes You

The Farmers' Market Advisory Council consists of eleven members—six representing Market vendors, and five representing customers. The Council acts in an advisory capacity to the Board of Park Commissioners and Park staff on policy matters relating to the Farmers' Market. Contact the Advisory Council members through contact information listed on the website. Members of the public are welcome to attend Advisory Council meetings. Meetings are usually held at 5:30 p.m. on the third Monday of each month. It is advisable to check the website prior to each month's meeting in case there has been a change.

E. *Market Beet* Newsletter

The *Market Beet*, the newsletter of the Bloomington Community Farmers' Market, keeps Market vendors informed of issues, ideas and events important to vending at the Market and is published as needed. Vendors are added to the *Market Beet* mailing list once their contract is received. Please be sure to notify market staff of any email address updates.

Part II. Who Can Sell, What Can Be Sold?

A. Who Can Sell?

Vendors selected and approved to sell at Market must reside in Indiana and are expected to be consistently involved with and participate substantially in the production, including aspects like planting, cultivating, harvesting, and raising of goods permitted for sale at the Market. The ELIGIBILITY OF VENDORS section of the contract provides definitions to determine eligibility to vend. A primary mission of the Market is to support small farmers and these definitions provide clarification as to who is a small farmer.

Vendors who wish to sell at the Farmers' Market are required to submit a complete Farm Vendor Application and the accompanying \$20 fee to the Parks and Recreation office by Monday, February 22, 2021 if the vendor wants to reserve a space for the 2021 season. The information on these documents is public record. All vendors will be notified of either their accepted or denied application.

B. What Can Be Sold?

The Bloomington Community Farmers' Market provides a venue for selected producers to sell what they raise directly to the public. The Market staff reserves the right to verify that all goods are produced in Indiana by the vendor. Vendors should contact the Market Manager (at Market or via contact information on page 1) if there is reason to believe that a vendor is not producing the product they are selling at Market. Market staff will appraise the situation and determine the best course of action. Vendors must display legible price markers for goods offered for sale. All displayed product must be for sale, unless the item is a part of display materials. Vendors may only display signs, information and/or items at their stands that promote the products they are selling or that are directly related to their business.

GOODS PERMITTED FOR SALE

The following categories of products are permitted for sale: 1. Unprocessed Farm Products, 2. Plants, 3. Value-Added Foods, 4. Home-Based Vendor Foods, 5. Crafted Non-Food Farm Products, 6. Crafts, 7. Grown/Raised and Prepared at Market by Vendor, 8. Pet Foods, and 9. Aquaculture Foods.

In addition to distinct requirements for each category of product, the following considerations apply to all products sold at Market:

1) All of the non-native plant species listed on the Indiana Invasive Species Council plant list (at www.bit.ly/invasivelist) and all of their hybrids, cultivars and varieties, and any material produced by them are not permitted for sale at Market. It is the vendor's responsibility to become familiar with this list.

Trees: Norway maple (*Acer platanoides*), sawtooth oak (*Quercus acutissima*), Siberian elm (*Ulmus pumila*), and Callery pear (*Pyrus calleryana*)*

*some of the many cultivars of Callery pear include Bradford pear, Aristocrat, Cleveland Select, and Chanticleer.

Shrubs: Japanese barberry (*Berberis thunbergii*), autumn olive (*Eleagnus umbellata*), Russian olive (*Eleagnus angustifolia*), glossy buckthorn (*Frangula alnus* or *Rhamnus frangula*), common buckthorn (*Rhamnus cathartica*), privet (*Ligustrum obtusifolium* and *L. vulgare*), burning bush (*Euonymus alatus*), wineberry (*Rubus phoenicolasius*), and sericea lespedeza (*Lespedeza cuneata*).

Grasses: reed canary grass (*Phalaris arundinacea*), Phragmites (*Phragmites australis*), and Chinese maiden grass (*Miscanthus sinensis*).

Flowers: crown vetch (*Coronilla varia*), dame's rocket (*Hesperis matronalis*), Japanese knotweed (*Reynoutria japonica* or *Polygonum cuspidatum*), multiflora rose (*Rosa multiflora*), and purple loosestrife (*Lythrum salicaria*).

Vines: oriental bittersweet (*Celastrus orbiculatus*), Japanese hops (*Humulus japonica*), English ivy (*Hedera helix*), periwinkle (*Vinca minor*), wintercreeper (*Euonymus fortunei*), and moneywort or creeping Jenny (*Lysimachia nummularia*).

2) Product that is collected on public or private lands will be closely monitored. If collecting is done on public land, vendor must obtain all necessary permits. Collecting shall be done in a way that does not diminish the propagation of the resource. No threatened or endangered plants are permitted for sale.

3) Vendors wishing to sell cultivated fruits, vegetables or nuts, from perennial plants acquired at or near maturity that require ongoing care, must seek permission from the Market Coordinator.

4) Citations to guidelines regulated by entities other than the City of Bloomington are for reference purposes only and do not relieve the vendor from knowing the underlying provisions.

1. Unprocessed Farm Products

Unprocessed Farm Products are farm products that are not processed beyond harvesting, cleaning, drying and packaging. These products include: whole, uncut fruits and vegetables, herbs, nuts, cut flowers, seeds, whole grains, cultured mushrooms, wild collected mushrooms,* eggs,** and non-food animal products and plant material.***

Sprouts (generally defined as seeds germinated in water and both seed and sprout are eaten) and pokeweed, or other potentially hazardous, unprocessed farm products, are not permitted for sale. Microgreens and shoots (generally defined as young plants raised in a growing medium with the seed not being intended for consumption) are permitted for sale.

Community Supported Agriculture (CSA) boxed shares, which are sold in advance to subscribers, may be sold and/or distributed from vendor stands, but may only contain Market-eligible items produced by that vendor.

*Only the following wild-collected mushrooms are eligible for sale: Black Morel (*Morchella angusticeps*), Yellow, Grey, or Sponge Morel (*Morchella esculentoides*), Oyster (*Pleurotus ostreatus*), Smooth Chanterelle (*Cantharellus lateritius*), Common Chanterelle (*Cantharellus cibarius*), Peach Chanterelle (*Cantharellus persicinus*), Chicken of the Woods (*Laetiporus sulphureus*, *Laetiporus cincinnatus*), Hen of the Woods (*Grifola frondosa*), Hedgehog (*Hydnum repandum*), and Lion's Mane (*Herinum erinaceus*). In order to sell these mushrooms, vendor must give prior notice to the Market Supervisor. Mushrooms must be inspected prior to sale by a qualified inspector chosen by the City of Bloomington at a cost to the vendor of \$5 per day on which mushrooms are inspected.

****If selling eggs, they must be kept at 41 degrees or less, and used egg cartons may only be used if relabeled with vendor's name, address, pack date, expiration date and grade. Eggs on display at temperatures above 41 degrees must be labeled "For Display Only" and may not be sold. If selling chicken eggs, vendor must obtain a current egg vendor license issued by the State Egg Board. Contact information is on page 22 in the "Vendor Resources" section. If selling shell eggs, not from chickens, vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department and have an initialed Shell Egg Exhibit attached to the Contract on file. This exhibit is available on our website.**

*****If selling compost, the vendor must comply with the National Organic Program standards for composting plant and animal materials found here: www.bit.ly/NOPcompost. The vendor must keep thorough records of all components and processes.**

2. Plants

Plants (potted, in soil blocks, and bare-root) are permitted for sale with the following considerations:

1) For Annual Plants and Herb Plants (Annuals/Perennials):

- Must be grown by the vendor from seeds, cuttings or plugs.
- Purchased plant materials, other than seeds, must be grown on the vendor's premises for at least six weeks before they can be offered for sale at Market.

2) For Nursery Stock: Woody Stock, Houseplants and Perennials:

- Must be grown by the vendor from purchased seeds, seedlings, cuttings or stock, or from seeds, transplants or cuttings raised or taken by the vendor.
- Purchased plant materials, other than seeds, must be grown on the vendor's premises for at least eight weeks before they can be offered for sale at Market.

3) All containers must be utilitarian and not decorative.

4) Vendors selling any perennial plants should contact the Department of Natural Resources, Entomology Division to determine licensing and inspection needs. Contact information is on page 22 in the "Vendor Resources" section.

3. Value-Added Foods

Value-Added Foods are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility. Value-Added Foods contain a significant portion of vendor grown/raised/collected product. Vendor must have an initialed Value-Added Foods Exhibit attached to the Contract on file and provide documentation of the all necessary permits, licenses, etc. Contact information for the Monroe County Health Department is on page 22 in the "Vendor Resources" section.

The following categories of Value-Added Foods are permitted for sale at the Market: 1. Standard Value-Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.), 2. Manufactured Grade Dairy Products (products like cheese), 3. Grade A Milk and/or Milk Products (products like milk and yogurt), 4. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats, and 5. Wine. Specific requirements for Value-Added Foods are detailed in the Value-Added Foods Exhibit. This exhibit is available on the market website.

4. Home-Based Vendor Foods

Home-Based Vendor Foods include some non-potentially hazardous processed farm products not requiring any permits. These products include jams and jellies (canned or frozen) made from acidic fruits; frozen/dehydrated fruits, vegetables and herbs; dried cultivated mushrooms; vinegar; maple syrup; honey; sorghum; ground grains; spices; fermented foods; frozen poultry; and rabbit. No baked goods are permitted for sale by farm vendors as Home-Based Vendor Foods.

Guidelines for Home-Based Vendor Foods

- 100% of product (with the exception of jams and jellies and fermented foods) must be vendor grown/raised/collected.
- All processing and packaging must be done by the vendor and have proper labeling.
- Vendors selling home-based vendor items are required to sign a Home-Based Vendor Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available on the market website.

5. Crafted Non-Food Farm Products

Crafted non-food farm products are agricultural products made with vendor-grown, raised and/or gathered products that are crafted. Five categories of items are permitted for sale and are detailed below:

- 1) Beeswax/beeswax candles made solely from wax from vendor apiaries and, in the case of candles, a wick.
- 2) Fleece, roving, and yarn made solely from fiber from vendor-raised livestock.
- 3) Bar soap, provided any plant material used in the crafting of the soap is vendor grown/collected (with the exception of plant-based oils such as olive oil or essential oils) and provided the other ingredients are grown/raised by vendor constitute at least 20% of soap by weight (e.g. milk, honey, other emollients). Soap must be labeled with the contact information for the farm, ingredients in order by weight prior to any process of production, and the weight of the bar. A rope or string may be added to bar soap.
- 4) Worm casting “tea” made from castings from worms and other farm products raised by the vendor.
- 5) Potting soil and soil amendments containing not less than 70% vendor-produced compost and which has ingredients listed by volume on the packaging.

6. Crafts

Registered crafts are permitted for sale in April, May, October and November. Vendors who sold at eight Markets in 2020 during the months of June through September are eligible to sell registered crafts during the months of April and May, 2021. Vendors who sell at eight Markets in 2021 during the months of June through September will be eligible to sell registered crafts during the months of October and November, 2021. All crafts must be registered and meet the following craft guidelines.

Craft Registration and Guidelines

- Prior to selling a craft, vendors must bring representative samples of each different type of craft item to Market staff. Items will be reviewed for compliance with the Craft Guidelines at that time. In most cases, Market staff will confirm the eligibility of an item on the day it is submitted, but consideration may extend for up to one week.
- All items must be original and handcrafted by the primary vendor, his/her immediate family (as defined in the vendor contract) or under the direction of the primary vendor.
- Items must be safe, have a reasonable life expectancy and exhibit quality craftsmanship.
- Balms and salves made from beeswax are permitted as long as the beeswax is vendor produced (plant-based oils and essential oils are not required to be vendor produced).
- In items made from or including minimally processed plant materials (e.g. flowers, herbs, vines, gourds, etc.), the plants must be vendor grown/collected.
- Items may not be made from commercial kits or plans, be made from molds not created by the vendor, contain a commercially made piece central to the design (unless it has been upcycled) or be made in a production facility.
- Items on display must be registered.

7. Grown/Raised and Prepared at Market by Vendor

Preparing food at Market is permitted following the guidelines below.

- Preparation of food at Market requires prior approval (based on desirability of food item and safety of setup) from staff. A limited number of farm vendors will be given permission to prepare foods at Market.
- All foods prepared at Market must meet the guidelines specified for Value Added Foods except requiring that foods be prepared in a licensed facility.

8. Pet Foods

Pet Foods are farm products made from raw ingredients, almost all of which are produced by the vendor. These products include dairy products and fresh/frozen/preserved meat or other processed agricultural or livestock products. Vendors selling pet foods are required to sign a Pet Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available from Market website.

9. Aquaculture Foods

Vendors selling Aquaculture Foods, including fish and shrimp, are required to sign an Aquaculture Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available on the market website.

Part III. How the Market Works

A. What Type of Vendor Are You?

There are two categories of Farm Vendors: Reserved Space Vendors and Day Space Vendors.

Reserved Space Vendors are vendors who claim the same space for the entire Market season by paying a fee in advance. Each vendor is limited to one reserved space unless otherwise assigned. No portion of the prepaid fee for the reserved space will be refunded after the beginning of the Market season unless the Market is suspended, in which case vendors will be reimbursed for their reserved space fee, pro rata based on the number of weeks the Market is not open. Vendors who cancel their space reservations prior to the beginning of the season will be charged a \$20 administrative fee. If, for reasons outside the City's control, reserved spaces become unavailable on a particular Market Day, the Market Supervisor will attempt to reassign those spaces.

Day Space Vendors rent spaces available each Market day (see "Market Season Specifics" on pages 9–14 for guidelines in utilizing these spaces).

Relocation of Vendors: Notwithstanding the vendor point system, the City retains the right at its sole discretion to relocate vendors for reasons of public safety and/or to protect the efficient physical functioning of the Market.

B. Vendor Point System

At the time of printing, the 2021 points system was not finalized. Please see appendix 1 in the online handbook for updated information.

C. Market Season Specifics

APRIL MARKET

The Market runs each Saturday in April from 8 a.m. until 1 p.m. Reservations for April reserved vending spaces are made at the Space Reservation meeting on Monday, March 4, 2021.

For information regarding coming and going, please refer to ENTERING AND EXITING THE MARKET in May–October information on page 10.

Stand Information for the April Market

- The intention is to use the B, C and D shelters as well as any small vending spaces for the reserved spaces
- Space assignments will be based on April Market points earned.
- Vendor must occupy a reserved space by 7:30 a.m. on Market day or give up all rights to the space for that day.
- Day spaces will be available on a first-come, first-served basis. A map indicating which spaces are unreserved in April will be available in advance of the first Market and from the Market Supervisor.
- Unused, reserved spaces will be available on a first-come, first-served basis, as well. Vendors wishing to access these spaces need to sign up upon arrival at Market on the dry erase board attached to the Market shed. The Market Supervisor will notify them of the availability of those spaces at 7:30 a.m.
- After 8 a.m., vendors may utilize, for price of booth fee, the adjacent, unused spaces.
- Large vending spaces are approx. 9' × 26'. in size and small vending spaces are approx. 9' × 8' in size. Vendors' setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

Rental Fees for the April Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the space reservation meeting. **Youth price applies only if all vendors on contract are 16 years of age or younger.
Large Space	\$84	\$21	
Large Senior*/Youth** Space	\$60	\$15	
Small Space	\$52	\$13	
Small Senior*/Youth** Space	\$40	\$10	

MAY THROUGH OCTOBER—PEAK SEASON MARKET

The peak market runs every Saturday, May–October. Hours: May–September—8 a.m. until 1 p.m. and October—9 a.m. until 1 p.m. (except on June 19, when the Market hours are 8 a.m. until noon to accommodate The Taste of Bloomington). Reservations for May–October reserved vending spaces are made at the Space Reservation Meeting on Thursday, March 4, 2021.

Reserved space vendors are required to notify Market staff in person, by email—farmersmarket@bloomington.in.gov—or by phone—(812) 349-3738—before 5 p.m. Friday, or via the Market cell phone—(812) 327-7034—prior to 6:30 a.m. Saturday, if they will not be utilizing their space on a given Market day. If vendor does not notify Market staff in advance of an absence, it will be assumed vendor is not attending Market until notification of his/her attendance is received, and his/her space may in subsequent weeks be utilized as a day space.

Entering and Exiting the Market

In April–September, in order to alleviate congestion in the Market lot, trailers over 12' in length are required to either be parked in a vendor space or unloaded and removed from the Market by 7 a.m.

Early Vehicle Exit Spaces: Sixteen vending spaces have been designated “Early Vehicle Exit” spaces. Only vendors occupying the “Early Vehicle Exit” spaces are allowed to exit the Market site, with a Market staff escort, in motorized vehicles between 9:30 a.m. and 12:30 p.m. (April–September) and between 10:30 a.m. and 12:30 p.m. (October). The Market Supervisor will determine whether or not it is safe to leave.

Procedures for exiting the Market at 1 p.m.: The Market Supervisor will sound a whistle at 1 p.m. indicating vehicle traffic is permitted only for vendors removing their vehicles from the Market. The Market Master will indicate to waiting vendors when space allows for vehicles to enter the Market (vehicles only will be permitted first, followed by vehicles with trailers in tow).

In November, all vendor vehicle traffic is permitted upon the whistle at 1 p.m.

Procedures for entering and exiting the Market may be modified if conditions warrant.

Stand Information for the May–October Market

- Reservations for vending spaces are made in advance of the opening of the Market season at the space reservation meeting. Each vendor may only reserve one vending space unless otherwise assigned.
- Day spaces are available on a weekly basis.
- Vendors must occupy a day (if already assigned) or reserved space by 7:30 a.m. in May–September and 8:30 a.m. in October, or give up all rights to the space for that day.
- Vehicles not parked within a large vending space need to be removed from the lot by 7:30 a.m. in May–September and 8:30 a.m. in October, unless the vendor is accessing an unused, reserved vending space that was reassigned at 7:30 or 8:30, respectively.
- Large vending spaces are approx. 9' × 26' in size and small vending spaces are approx. 9' × 8' in size. Vendors' setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

Accessing Day Spaces in MAY–SEPTEMBER

Vendors interested in participating in the initial distribution of these spaces should park their vehicles outside the Market and report to the Market Master at the Market shed by 7 a.m.

Vendors who do not have a space will select one space first, followed by vendors interested in accessing a second space, and then vendors interested in more than two spaces. Space assignments in the 6:30 a.m. pool will be based on the number of points earned by the vendor as of the space reservation meeting for the 2019 season.

Vendors interested in accessing day spaces, arriving after 6:30 a.m., should place their name and space preference on the dry erase board attached to the Market shed. Once all vendors in the 7 a.m. pool have received their spaces, spaces will be assigned to vendors arriving after 7 a.m. in order of arrival.

In the event all designated spaces are occupied, the Market Master may assign “Overflow” small vending spaces in locations that do not interfere with customer walkways, current vendor spaces and emergency access. These spaces may be smaller than 9' x 8' and can only be utilized by vendors occupying a single stand. Every effort will be made to find space for all interested vendors.

Accessing Day Spaces in OCTOBER

Vendors interested in participating in the initial distribution of these spaces should park their vehicles outside the Market and report to the Market Master at the Market shed by 8 a.m.

Vendors who do not have a space will select one space first, followed by vendors interested in accessing additional spaces, with no limit on the number of spaces they may select. Space assignments in the 7:30 a.m. pool will be based on the number of points earned by the vendor as of the 2021 space reservation meeting.

Vendors interested in accessing day spaces, arriving after 8 a.m., should place their name and space preference on the dry erase board. Once all vendors in the 8 a.m. pool have made their space selections, spaces will be assigned to vendors arriving after 8 a.m. in order of arrival, with no limit to the number of spaces they may select.

Rental Fees for the May–October Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the space reservation meeting. **Youth price applies only if all vendors on contract are 16 years of age or younger.
Large Space	\$567	\$21	
Large Senior*/Youth** Space	\$405	\$15	
Small Space	\$351	\$13	
Small Senior*/Youth** Space	\$270	\$10	

TUESDAY MARKET

The Tuesday Market runs each Tuesday, June–September from 4 p.m.–7 p.m.

Reserved space vendors are required to notify Market staff in person, by email—farmersmarket@bloomington.in.gov—or by phone—(812) 349-3738 before 5 p.m. Monday, or via the Market cell phone—(812) 327-7034—prior to 3 p.m. Tuesday, if they will not be utilizing their space on a given Market day. If vendor does not notify Market staff in advance of an absence, it will be assumed vendor is not attending Market until notification of his/her attendance is received, and his/her space may in subsequent weeks be utilized as a day space.

Entering and Exiting the Market

At 3 p.m. and 7 p.m., the Market Supervisor will coordinate entry to and exit from the Market. No vehicle traffic will be permitted during Market hours (4–7 p.m.)

Stand Information for the Tuesday Market

- Reservations for reserved vending spaces will be made at a meeting with the date, time, and location to be determined. Each vendor is limited to one reserved 10' x 10' vending space, unless otherwise assigned.
- Day vending spaces are available on a first-come, first-served basis.
- Vendors’ setup must be within the boundaries of their space, although vendors’ tents or other shelters may extend in front of their space(s) to allow for adequate shading of their product.
- Vendors may not begin setting up until 3 p.m. Vendors must occupy a reserved space by 3:30 p.m. on Market day or give up all rights to the space for that day.

Vendor Parking for the Tuesday Market

There is ample parking available for vendors in the immediate vicinity of the Market.

Rental Fees for the Tuesday Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the space reservation meeting. **Youth price applies only if all vendors on contract are 16 years of age or younger.
10' x 10' Space	\$216	\$12	
10' x 10' Senior*/Youth** Space	\$180	\$10	

NOVEMBER MARKET

The November Market is held the first three Saturdays in November from 9 a.m. until 1 p.m. To reserve a space, reservation forms need to be returned by the last market day in September. Space Reservation Forms for the November Market are available from Market staff.

Entering and Exiting the Market

Proceeding to and from the Market in November is the same as during May–October (see page 10), with the following exception: All spaces are early exit spaces. Early exits may be made between 10:30 a.m. and 12:30 p.m. with a Market staff escort.

Stand Information for the November Market

- The intention is to use the B and C shelters as well as any small vending spaces for the reserved spaces. The setup may be adjusted, depending on the number of reservation forms received.
- Space assignments will be based on November points earned (with previous May–October points used as a tie breaker) and space availability.
- Vendors must occupy a reserved space by 8:30 a.m. on Market day or give up all rights to the space for that day.
- Day spaces will be available on a first-come, first-served basis. Vendors will receive a map by the last market in October indicating which spaces are day spaces in November. No space reservation form is necessary for day spaces.
- Unused, reserved spaces will be available on a first-come, first-served basis, as well. Vendors wishing to access these spaces should sign up on the dry erase board at the Market shed when they arrive, and the Market Master will notify them of the availability of those spaces at 8:30 a.m.
- After 9 a.m., vendors may utilize adjacent, unused spaces for day space booth fee.
- Large vending spaces are approx. 230 sq. ft. in size and small vending spaces are approx. 70 sq. ft. in size. Vendors’ setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

Rental Fees for the November Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the space reservation meeting. **Youth price applies only if all vendors on contract are 16 years of age or younger.
Large Space	\$63	\$21	
Large Senior*/Youth** Space	\$45	\$15	
Small Space	\$39	\$13	
Small Senior*/Youth** Space	\$30	\$10	

HOLIDAY MARKET

The Holiday Market is the last Saturday in November from 10 a.m. until 3 p.m. To reserve a space, space reservation forms need to be returned by the last market date in September. There will be no day spaces available. Space Reservation Forms for the Holiday Market are available from Market staff.

Entering and Exiting the Market

Proceeding to and from the Holiday Market is the same as during the May–October Market (see page 10), except that vendors must occupy their space by 9:30 a.m. and may not exit the Market until 3 p.m.

Stand Information for the Holiday Market

- The intention is to use the large spaces in the A, B, C, and D shelters for farm vendors. If you prefer the small vending spaces in the middle of the Market, those may be available for reservation as well (please note small vending space preferences in the special request section of the space reservation form). The setup may be adjusted depending on the number of space reservation forms received.
- Space assignments will be based on Holiday Market points earned (with previous May–October points used as a tie breaker) and space availability.

Additional Information Specific to Selling at the Holiday Market

Vendors earn one point for each year in attendance at the Holiday Market.

Rental Fees for the Holiday Market

Cost is \$30 per farm vending space.

D. Gift Certificates and Market Bucks

Gift Certificates

Market customers can purchase Market Gift Certificates, vouchers which are valued at \$5 or \$20 each, good toward the purchase of products at the Market. Any product offered by participating vendors is eligible. Customers can purchase gift certificates during Market hours in the atrium or in the Parks and Recreation office in City Hall, Monday–Friday from 8 a.m.–5 p.m. Gift certificates are good for one year from the date of issue. **Vendors may give change for gift certificate purchases.**

Market Bucks—Supplemental Nutrition Assistance Program (SNAP)

Market Bucks improve access among low-income populations to fresh, local food while increasing the customer base for Market vendors. During Saturday Market hours, in the City Hall atrium, and during Tuesday Market hours, at the Market Information Table, food assistance recipients can exchange the electronic SNAP benefits on their Hoosiers Works cards for Market Bucks (vouchers valued at \$3 each). The Market Bucks can be spent with participating farmers and prepared food vendors for allowable foods.

Market Bucks Allowable and Non-allowable Foods

Allowed foods include fresh fruits and vegetables, meat, eggs, dairy products, bread and other baked goods, cereal and edible grains, packaged foods not intended for on-site consumption, and plants or seeds which will produce food for the SNAP user's consumption. Packaged coffee and tea may be purchased, but not brewed coffee or tea prepared for on-site consumption.

Disallowed products include foods sold hot or prepared for on-site consumption, wine, any hot or cold prepared beverages, any food purchased with the intent of reselling and any non-food items.

Accepting Market Bucks at Your Booth

Once the customer has made his/her selection, the vendor will verify the eligibility of the selected products, tally the prices and inform the purchaser of the total. In the event that the purchase does not equal an amount divisible by three, the customer may elect to pay the additional amount, or may add or subtract items in order to equal a three dollar increment. **No money may be given as change or exchanged for Market Bucks.**

Gift Certificates and Market Bucks Participation

Vendors are encouraged to participate in the Gift Certificate Program/SNAP (GCP/SNAP) offered by the Market. Vendors who have no SNAP-eligible products, and therefore cannot accept Market Bucks, can still participate in the Gift Certificate Program by following the same steps listed below.

In order to participate, all vendors must: 1) Indicate on the Market application their intention to participate, 2) fill out and return, or have on file, a W-9 form and a City of Bloomington Vendor EFT form, included in the Training Guide, which will be provided, and 3) read the GCP/SNAP Farmer/Food and Beverage Artisan Vendor Training Guide.

Redeeming Gift Certificates and Market Bucks for Payment

Once W-9 and EFT forms have been processed, vendor will receive a Vendor Card. Present this card along with Gift Certificates and Market Bucks at the time of redemption. You may redeem these vouchers on Saturdays in the atrium from 9 a.m.–12:30 p.m. and at Tuesday Market. At the Holiday Market, redemptions may be turned in at the Market Information Table from 10 a.m.–3 p.m.

The vendor will receive a redemption receipt and will be forwarded payment from the City of Bloomington within a few weeks.

All Gift Certificates and/or Market Bucks should be submitted at Market no later than the Holiday Market. In the event that a vendor does not redeem Gift Certificates and/or Market Bucks by the Holiday Market, the Market Manager may be contacted for possible redemption.

E. General Information

Food Safety on the Farm

Food safety starts on the farm. Market staff can provide you with a handout summarizing farm food safety information. It is vitally important to practice safe food handling on your farm to help protect public health, as well as your family, business and livelihood.

Health and Safety Requirements

All items intended for human consumption must be kept out of direct contact with the asphalt at all times and be in safe and sound condition. The vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Glass containers used for display purposes must be properly secured. Animals are not permitted in the Market, as defined by the paved area of Showers Common and the Market B-Line Café.

Sampling Product

Vendors interested in offering samples of their products should see the Market Supervisor for Sampling Guidelines. Sampling is not allowed during COVID-19 restrictions.

Equipment and Supplies

Each vendor must supply his/her own tables or other display equipment. Umbrellas or other weather protection devices are supplied by the vendor and must be securely anchored. The vendor is solely responsible for damages or personal injury resulting from the use thereof. Prior approval is required for any heat-producing devices. Vendors will be required to adjust their setup if it is determined to be unsafe by Market staff.

If selling items by weight, the Vendor must use an N.T.E.P. certified scale which is legal for trade. This scale will be subject to periodic inspection by the Monroe County Department of Weights and Measures. Some produce items are limited by what ways they can be sold. Please contact the Monroe County Department of Weights and Measures to learn about the legal method of sale for the most common fruit and vegetable items. Contact information is on page 22 in the “Vendor Resources” section.

Indiana Sales Tax

Plants, crafts and other non-food items sold in Indiana are subject to sales tax. Vendors should apply for a Registered Retail Merchant’s Certificate (RRMC). A business tax application (BT-1) must be filed through the Indiana Department of Revenue along with a \$25 registration fee. RRMCs must be renewed every two years.

Vacating the Market Site

On Saturdays, excluding the Holiday Market, vendors must vacate the premises, including the removal of all personal items and equipment, by 2 p.m. (with the exception that vendors' vehicles may remain in the Showers Common lot). On Tuesdays vendors must vacate the premises, including the removal of all personal items and equipment, by 7:30 p.m.

Farmers' Market Nutrition Program

The Farmers' Market Nutrition Program (FMNP) is a USDA-funded program managed by the Indiana State Department of Health. The FMNP has two components: 1) For Women, Infants and Children (WIC) program participants and 2) for low-income seniors. Participants in the FMNP are provided with vouchers which can be used to purchase fresh fruits and vegetables from participating vendors. Vendors with qualifying products (fruits and vegetables) are strongly encouraged to participate. Vendors must register with the FMNP Coordinator prior to participating in this program. See "Vendor Resources" on p.21 for contact information or ask a market staff member to help you.

Organic Certification

The Indiana Department of Agriculture Organic Resource Guide is available online. Visit www.ams.usda.gov/nop for more information, including a list of USDA-accredited certification agencies. Federal law, which went into effect in 2002, requires that any grower with sales over \$5,000 calling their product organic, must be certified organic by a USDA-accredited agency. Growers with gross sales less than \$5,000 may call their product organic as long as they sign an affidavit to that effect and comply with all other USDA rules.

ATM Machine

There is an automated teller machine located in City Hall on the first floor, between the accessible men's and women's restrooms.

Severe Weather

In the event of thunder, lightning, high winds, tornado, hail or other severe weather at the Market site, it is recommended that participants take shelter on the lower level of City Hall. In the case of heavy rain, thunder or lightning, if you cannot take cover in the building, then move to an enclosed vehicle with a metal roof and closed windows, taking care not to touch the metal frame of the vehicle until the threat has passed.

The Monroe County emergency sirens sound with a steady tone in the event that the National Weather Service has issued a tornado warning for the county or if emergency personnel have sighted a funnel cloud or tornado. At the time of the siren sounding, the Market Master will alert Market patrons that the lower level of the City Hall is the safest nearby location and to seek shelter until the threat has passed. The tornado siren will sound for 5 minutes, but the cessation of the siren does not necessarily mean that the threat of a tornado has passed. Market staff will notify participants in City Hall when it is safe to return to the Market.

Vendor Profiles on Market Website

Farm Vendors and Food and Beverage Artisans are invited to submit information and a photo for an

online profile page on the Market website: bloomington.in.gov/farmers-market. The profiles give Market customers a chance to learn more about your farm and/or business, growing practices, available product and contact information. The City reserves the right to control any content submitted to ensure it is appropriate for the City website and consistent with the City's objectives and goals.

To establish a profile submit an online application. The link to the online application is available on the website. Profile information is due by April 2, 2021. Updates to existing profiles will only be made once a year, during the application period, unless a major life event occurs that makes the profile inaccurate.

City's Rights

The City retains its rights to terminate the Market, or to change the times, dates, locations and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes and cancellations to all vendors. In the event of Market suspension or termination, vendors will be reimbursed for their Reserved Space Fee, pro rata based on the number of weeks the Market is not open.

VENDOR BEHAVIOR

Commitment to the City of Bloomington's Values and the Market's Mission

The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the Bloomington Community Farmers' Market Farm Vendor Contract, vendors shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Vendors acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against vendors or their stand assistants at the Market. If a vendor or stand assistant believes that a City employee engaged in such conduct at the Market towards the vendor and/or any of its stand assistants, the vendor may file a complaint with the Market Coordinator and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct at the Market.

Complaint Policy and Process:

Maintaining a supportive, respectful, and welcoming atmosphere at the Bloomington Community Farmers' Market is critical to the overall success of the market. Professional conduct is expected at all times. Yelling, swearing, or other harassing or threatening behavior in person or via electronic media will not be tolerated. This type of behavior may result in expulsion from the Bloomington Community Farmers' Market. Vendors who are expelled from the Market may appeal the decision to the Farmers' Market Advisory Council or Board of Park Commissioners, depending on the infraction.

Market management cannot effectively act on rumor or anonymous, vague, or untimely complaints about the conduct of others. All complaints by a vendor against another vendor must be submitted in writing to the Market Manager. Unsigned complaints will not be addressed. Complaints must be signed by individuals with direct knowledge of facts and events. Market management will strive to handle all complaints as efficiently, fairly, and discreetly as possible.

- All complaints by a vendor against another vendor must be submitted in writing to the Market Manager within 14 days of the incident in question. Complaints by or about customers must also be submitted in writing.
- Consultation with knowledgeable individuals such as Monroe County Health Department officials, Human Rights Commission, Bloomington Police Department or other local experts may be needed in the evaluation of complaints.
- Market management will investigate the allegations regarding vendor farms and/or products within 21 days. This may include an inspection visit to the accused vendor's farm or production site.
- The complainant and alleged violator may be asked to agree to attend a joint meeting if the Market Manager determines this would be useful in resolving the situation. The purpose of such a meeting would be to clarify policies, determine whether and to what degree there was a violation, and to determine what disciplinary action, if any, is appropriate.

- All investigations will be done directly and privately. At the conclusion of the investigation, a summary finding will be placed in the market files and given only to parties involved. However, the complaint and all records of the investigation and sanctions are public records subject to disclosure pursuant to Indiana Law.
- The Market Manager and City of Bloomington Parks and Recreation representatives have full authority to interpret, implement, and enforce policies. Violation of these rules is cause for imposing sanctions up to and including expulsion from the Market.

Identify Your Space

Vendors must display a sign at their stand identifying their name, or the name of their farm or business.

Smoking and Vaping

Smoking and vaping are prohibited within the Market, as defined by the paved area of Showers Common, the Market B-Line Café, and the fee area of Info Alley during Market hours or on the Showers Plaza during events.

Tape on Shelters

Do not tape anything to the shelters.

Electricity

There are a few electric outlets located in the Market (see map on page 23). Vendors located next to an outlet may utilize the electricity for themselves and/or allow other vendors access. Extension cords may not cross frequently traveled customer paths. Generators are not permitted.

Excess Produce

The Market partners with the Hoosier Hills Food Bank and Farm 2 Family Fund to collect extra farm products at Saturday and Tuesday Markets. These products are distributed to local food pantries. More information about these opportunities will be available from market staff in the Spring.

Compost

Any produce you may have that is too damaged to donate to the Food Bank must be removed from the Market. Do NOT place compost in the trash cans.

Space Clean-Up

Clean up your area prior to leaving the Market. Dustpans and brooms are available in the Market shed for your use.

Dumping Water

Be considerate of vendors downstream, and pour excess water out on the plants in the landscaped areas.

Landscaping Carts

Landscaping carts are available on a first-come, first-served basis at the Market shed to assist you in moving produce and supplies in and out of the Market. After using, please return carts to the Market shed.

Vehicles and Trailers

Vendors must work together when maneuvering vehicles through the Market. In particular, vendors unloading and removing vehicles (especially vehicles with trailers) from the Market must do so in a timely manner and in a way that does not unreasonably disrupt the vendor vehicle traffic flow in to and out of the Market. Detailed information on trailers in the Market is found on page 10.

EXPECTATIONS

What the City expects from Vendors:

Vendors and their stand assistants shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market .

Conduct at the Market on the part of a vendor or stand assistant that the City deems to be contrary to the provisions of the Vendor Contract, the Market Handbook or any Market rules may result in administrative action in accordance with the provisions of the Vendor Contract, including but not limited to suspension or ejection from the Market and/or future Market events. Vendors may appeal an adverse administrative action in accordance with paragraph 6 of the Bloomington Community Farmers' Market Farm Vendor Contract.

Vendors shall notify the Market Coordinator or Supervisor immediately of any unsafe conditions.

Vendors shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming, inclusive and safe venue.

Vendors may not engage in political or religious activities at the Market, except for at Plaza oneA and Info Alley.

What Vendors expect from the City

The City shall treat vendors and their stand assistants with courtesy, respect and honesty.

The City provides the Market as a location for producers to sell what they grow or create. Vendors understand that by providing the Market, the City is making no guarantee of the number of customers or the volume of business.

F. APPENDIX

VENDOR RESOURCES

Department of Natural Resources, Entomology Division

402 W. Washington St., Room 290W
Indianapolis, IN 46204
(317) 232-4189
www.in.gov/dnr/entomolo

Indiana State Department of Health Farmers' Market Nutrition Program

Legita Wilson
2 N. Meridian St. 5E
Indianapolis, IN 46204
lwilson2@isdh.in.gov
(800) 522-0874
www.in.gov/isdh/24776.htm

Monroe County Department of Weights and Measures

119 W. Seventh St.
Bloomington, IN 47404
(812) 349-2566
www.co.monroe.in.us

Monroe County Extension Office

3400 S. Walnut St.
Bloomington, IN 47401
(812) 349-2575
www.ag.purdue.edu/counties/monroe

Monroe County Health Department— Food Safety

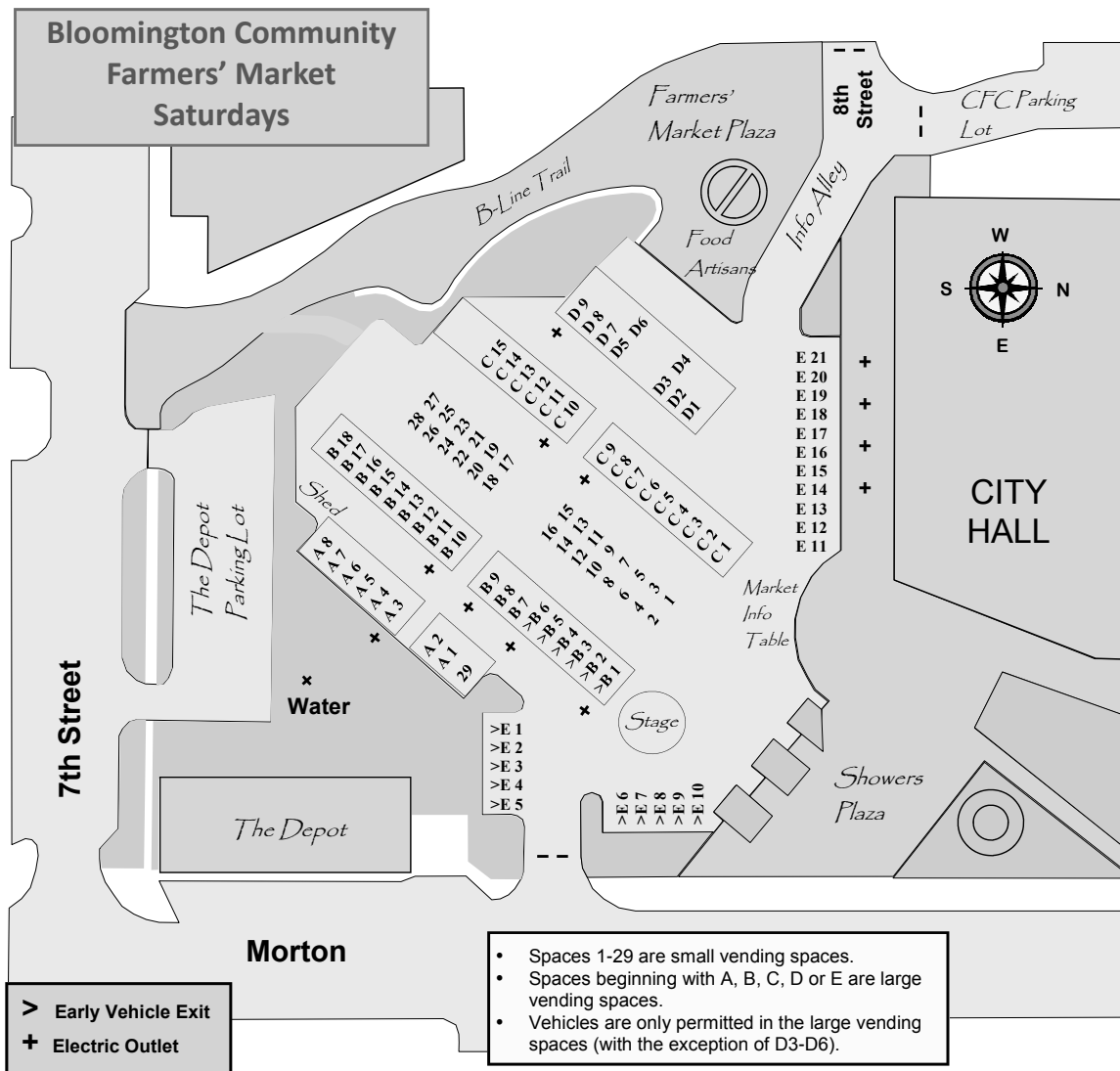
Nicole Wagner
119 W. Seventh St.
Bloomington, IN 47404
(812) 349-2543
www.co.monroe.in.us

State Egg Board

Poultry Science Building, Purdue University
125 S. Russell St.
West Lafayette, IN 47907
(765) 494-8510
www.ansc.purdue.edu/ISEB

City of Bloomington Human Rights Commission

Bloomington City Hall
401 N. Morton St., Suite 220
Bloomington, IN 47404
(812) 349-3429
human.rights@bloomington.in.gov



IMPORTANT DATES IN 2021

- **Thursday, March 4, 2021—*May–October and April Market Space Reservation Meeting and Mandatory Vendor Meeting*** All vendors wishing to vend in 2021 should plan on attending.
** Meeting date and involvement may change due to COVID-19 protocols.
- **Monday, February 22, 2021—*Farm Vendor Application*** needs to be on file if reserving a space at the time of the space reservation meeting. Vendor contracts and payment are due March 22, 2021.
- **Friday, April 2, 2021—*Online and paper Vendor Profile*** submissions for the Market website due.
- **Saturday, September 21, 2021—*November Market and Holiday Market Space Reservation Forms*** need to be turned in at Market or to the Parks and Recreation Office.

FORMS NEEDED TO SELL AT MARKET

- **Farm Vendor Application**—All vendors selling at Market must have this form on file by the deadline listed above.
- **Farm Vendor Contract**—All vendors selling at Market must have this form on file prior to first day of selling at the market.
- **Exhibits to the Contract**—Any vendor selling Value-Added Foods, Home-Based Vendor Foods, Pet Foods, Shell Eggs (not from chicken), or Aquaculture Foods must have the appropriate Exhibit on file and any additional paperwork required by the different regulatory agencies, which is specified on each Exhibit, by the deadline listed above.
- **November and Holiday Market Space Reservation Forms**—Any vendor interested in reserving a space for one of these Markets must turn in reservation forms by the deadline listed for each above.
- **City of Bloomington W-9 and Vendor EFT Forms**—Any vendor accepting Gift Certificates and/or Market Bucks (see pages 15–16) must have these forms on file.



CITY OF BLOOMINGTON
Parks and Recreation



**Bloomington Community
Farmers' Market**

bloomington.in.gov/farmers-market



STAFF REPORT

Agenda Item : B-10
Date: 1/22/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: January 26, 2021
SUBJECT: CONCESSIONS AGREEMENT

Recommendation

Staff recommends the approval of the 2021 Concessions Agreement for various community events.

Background

Bloomington Parks and Recreation will invite food vendors to sell their products onsite at various events and programs throughout 2021. These vendors will be required to pay the department 10% of their gross sales from the day.

Community events with food vendors adds to the overall experience for participants.

Community Events staff have been using this agreement for several years. It works well and the vendors are always agreeable to the fee. There are no major changes to the agreement for 2021.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator



CONCESSIONS AGREEMENT

WHEREAS, the City of Bloomington, through its Parks and Recreation Department (hereafter "Parks"), is hosting events at various departmental and community locations; and

WHEREAS, the undersigned, _____
(hereinafter "Concessionaire") desires to sell concessions at the _____
event held at _____ on the date of _____, 2021
and at such other times as have been pre-approved by Parks;

NOW, THEREFORE, in consideration for permission from Parks to sell concessions at the
_____ event held at _____ on the date
of _____, 2021 and at such other times as have been pre-approved by Parks,
Concessionaire agrees to the following terms and conditions:

1. Concessionaire shall obtain all necessary permits from the Monroe County Health Department and from any and all other controlling agencies or boards prior to selling concessions.
2. Concessionaire shall abide by federal, state and local laws and ordinances, which pertain to such sales and related activities.
3. This Agreement is for the above date(s) only.
4. Concessionaire agrees to vacate the area by _____ on _____, 2021 and remove all personal items and equipment. Concessionaire must clean litter and debris before leaving, or will be subject to a fine of Fifty Dollars (\$50.00) for violation of Bloomington Municipal Code 6.06.070.
5. Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Department of Parks and Recreation, and its employees, officers, agents and assigns from any and all claims, causes of action, suits, proceedings or demands that may arise from or in any way connected to Concessionaire's activities under this agreement, which include, but are not limited to, sales of concessions, use of related equipment, and location of the concession stand/trailer. This release, hold-harmless and indemnification includes claims, which may be brought by any third party against the City of Bloomington and its related entities as set forth above. Concessionaire agrees that this release is binding upon him/herself, his/her agents, and his/her heirs, successors and assigns.
6. Concessionaire agrees to pay 10% of their gross sales at the event to Parks for the right to sell on above mentioned date. Fee will be collected at the end of the event before the

Concessionaire leaves the site or at a later time as agreed upon by both parties. The Fee is not refundable nor transferable.

7. Concessionaire agrees that this Agreement will be terminated on or before December 31, 2021.
8. In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to court costs and reasonable attorney's fees. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
9. Any notice required by this Agreement shall be made in writing to the addresses specified below:

Bloomington Parks and Recreation:

Concessionaire:

Bill Ream/Other Dept. Representative:

Name: _____

401 N Morton Street, Suite 250
Bloomington IN 47404
(812) 349-3748/_____

Address: _____

Phone Number: _____

Email Address: _____

CONCESSIONAIRE:

Concessionaire Signature

Date

CITY OF BLOOMINGTON PARKS & RECREATION:

Paula McDevitt, Director, Parks & Recreation

Date

Kathleen Mills, President, Board of Park Commissioners

Date

Philippa Guthrie, Corporation Counsel

Date



STAFF REPORT

Agenda Item: B-11
Date: 1/22/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: January 26, 2021
SUBJECT: SERVICE AGREEMENT WITH JB SALVAGE FOR GREEN WASTE
DUMPSTER AT SWITCHYARD PARK

Recommendation

Staff recommends the approval of this Service Agreement with JB Salvage.
Funding source: 200-18-189500-53950 \$5000

Background

JB Salvage will provide a 30 cubic yard dumpster for collection and disposal of green waste at a local composting facility. This dumpster is located at the Switchyard Park Maintenance Building, 1601 South Rogers Street, Bloomington, Indiana. It is emptied on an “as needed” basis.

RESPECTFULLY SUBMITTED,

Joanna Sparks
Joanna Sparks, City Landscaper

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

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and JB 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 _____ 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 _____, 2021.

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

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2021.

JB SALVAGE

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2021.

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

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-12 Date: 1/22/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: January 26, 2021
SUBJECT: MC-IRIS PARTNERSHIP AGREEMENT

Recommendation

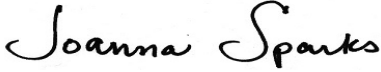
Staff recommends the approval of this Partnership Agreement with Monroe County Identify and Reduce Invasives (MC-IRIS).

Background

Parks staff would like to renew our partnership with MC-IRIS to continue actively engaging with the community in monthly 1st Saturday 'Weed Wrangles' invasive plant awareness education and training events at various Parks properties and other outreach events such as 'Sustaining Nature and Your Land (SNAYL) Day'.

MC-IRIS members have been working to educate Monroe county residents about controlling invasive plants for over a decade. Not surprisingly, our partnership was greatly impacted by COVID this year, but still resulted in 138 volunteer hours at our March 7th, 1st Saturday Weed Wrangle. We look forward to providing more volunteer opportunities in 2021. With MC-IRIS's assistance we hope to increase our engagement with neighboring property owners and educate them about the importance of managing invasive plants on their properties.

RESPECTFULLY SUBMITTED,


Joanna Sparks, City Landscaper



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of January 2021 by and between the City of Bloomington Parks & Recreation Department ("BPRD"), and Monroe County - Identify and Reduce Invasive Species ("MC-IRIS").

WHEREAS, the BPRD and MC-IRIS desire to cooperate in the development and implementation of invasive plant education and training events; and

WHEREAS, MC-IRIS is dedicated to reaching out into the community to promote invasive plant awareness for the general public; and

WHEREAS, the BPRD would like to expand invasive plant education and training offerings to incorporate more hands-on experience; and

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

NOW THEREFORE, the partners do mutually agree as follows:

Purpose of Agreement:

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

1.0 Duration of Agreement:

The term of this Agreement shall begin January 1, 2021 and run through December 31, 2021. The partners may agree to renew or extend the term of this Agreement in writing only.

2.0 Bloomington Parks & Recreation Department Agrees to:

- a. Maintain close communication with MC-IRIS Board members, and bring any related issues to their attention. One BPRD staff member will attend monthly MC-IRIS meetings.
- b. Provide up-to-date program publicity by publishing information in the BPRD's seasonal program brochure and on its website.
- c. Provide staff assistance at MC-IRIS sponsored events on BPRD properties, including but not limited to: Sustaining Nature and Your Land Day ("SNAYL Day") to be held in May 2021.
- d. Provide a site supervisor and Licensed Pesticide Applicator for all 1st Saturdays Invasive Plant Awareness Day/Indiana Weed Wrangle events.
- e. Coordinate with MC-IRIS the provision of any tools or supplies necessary for invasive plant education and training events, which include, but are not limited to, handsaws, gloves, and trash bags.
- f. Work cooperatively with MC-IRIS to apply for funding opportunities for vegetation

management activities on BPRD properties.

3.0 MC-IRIS Agrees to:

- a. Maintain close contact with BPRD staff, and address with them any related program issues.
- b. Assist with identifying potential instructors and coordinating invasive plant education and training events.
- c. Assist with the distribution of promotional materials, including flyers and registration information.
- d. Provide program publicity on BPRD invasive plant education and training events on the MC-IRIS website.
- e. Provide MC-IRIS member(s) to assist with onsite management of 1st Saturday Invasive Plant Awareness Day programs.
- f. MC-IRIS members shall sign the City of Bloomington Parks and Recreation Volunteer Waiver of Liability (Exhibit A).

4.0 Agreement Terms Mutually Agreed to By Both Partners:

- a. All marketing/promotional materials and public relations information will be shared between both partners involved prior to any advertising.
- b. BPRD and MC-IRIS Board members will coordinate invasive plant education and training event schedules.
- c. The staff and personnel involved in this Agreement will at all times represent themselves to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction

5.0 Termination

- a. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2021 by mutual written agreement only.
- b. In the event that one of the partners to this Agreement breaches any of its terms and conditions, the other party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breach is not cured within ten days, the non-breaching party may, at its option and in writing, unilaterally terminate this Agreement.

6.0 Notice

- a. Notice regarding any significant concerns or issues of non-compliance shall be given to:

Bloomington Parks & Recreation
Operations Director
401 N. Morton, Suite 250
Bloomington, IN 47404

812-349-3706

MC-IRIS
Ellen Jacquart, Chair
8358 N. Mt. Tabor Rd.
Ellettsville, IN 47428
ellenjacquart@gmail.com
812-876-9645

- b. Representatives for the day-to-day operational implementation of this Agreement are:

Bloomington Parks & Recreation

Joanna Sparks, City Landscaper
812-349-3497
sparkj@bloomington.in.gov

MC-IRIS

Ellen Jacquart, Chair
812-876-9645
ellenjacquart@gmail.com

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

CITY OF BLOOMINGTON

MC-IRIS

Kathleen Mills, President
Board of Park Commissioners

Ellen Jacquart, Chair

Paula McDevitt, Director
Bloomington Parks and Recreation

Philippa M. Guthrie, Corporation Counsel

Exhibit A



VOLUNTEER WAIVER OF LIABILITY AND PHOTO & VIDEO RELEASE

Please read the following statement carefully before signing below:

I recognize that because of the inherent hazards of this activity, that I may sustain some injury. In the event that I am injured and my next of kin cannot be contacted, I give my permission to the attending physician to render such treatment as would be normal, and agree to pay the usual charge for such treatment. I now release the City of Bloomington, its Parks and Recreation Department, and its employees, agents and assigns for any and all claims for personal injury and/or property damage that may arise from, or be in any way connected to, my participation in this activity. I understand that this release applies to both present and future injuries, and that it binds my heirs, executors and administrators. I may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity. I release Bloomington Parks and Recreation, its employees, agents, and assigns, from any liability connected with taking, recording, digitizing, or publication and use of photographs, video, and/or sound recordings. In signing this form, I also understand that I agree to be subscribed to the Bloomington Parks and Recreation monthly volunteer newsletter. I have read this release and understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

* * *

TRANSPORTATION, HOLD-HARMLESS, AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for permission to ride along in a CITY OF BLOOMINGTON vehicle for the undersigned's benefit only, agrees to the following:

To release, hold harmless and indemnify the City of Bloomington, its employees, officers and agents, for any claim or claims which might arise out of any incident connected with or in any way related to riding in a City of Bloomington vehicle. This includes claims for personal injury, property damage, and/or other type of harm or injury.

To release, hold harmless and indemnify the City of Bloomington, its employees, officers and agents for any claim or claims arising out of any incident connected with or related to in any way riding in a City of Bloomington vehicle made or asserted by any other person(s) against the City of Bloomington.

This includes claims for personal injury, property damage, Workers Compensation and/or any other type of harm or injury.

Purpose of Ride Along: Responsibilities related to volunteer position.

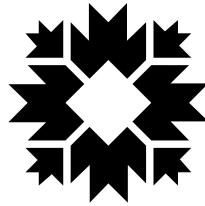
Signature: _____ Date: _____

Email: _____ Phone: _____

In case of emergency, please contact:

Name: _____ Phone: _____

Relationship: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-13
Date: 1/22/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: January 26, 2021
SUBJECT: MID SERVICE CONTRACT WITH CASSADY ELECTRICAL CONTRACTORS INC.

Recommendation

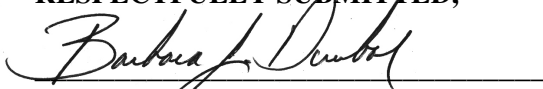
Staff recommends approval of Mid Service Contract with Cassady Electrical Contractors Inc. for the installation of new bollard style trail lighting at Winslow Woods Sports Park. Funding for this project is from the GO Bond: Series: GL 977-18-18016b-54510 Project: 911 2021a Cost is \$28,000.

Background

Originally there were sixteen (16) bollard style trail lights installed in 1998. Approximately five years after installation all were destroyed by vandals. In 2003, Department Operations crews designed and modified and replaced the original bollards with a more vandal resistant light structure. All new underground wiring was contractually laid at this time. Approximately 10 years later eight (8) of the new lights were stolen and/or vandalized and were replaced with a plastic version. More recently, three years ago, the south eight lights were contractually rewired due to a shorted wire that was killing power to the lights.

The Department now wishes to upgrade the lighting to LED and install more aesthetically pleasing light fixtures which will serve the purpose of safely lighting the trail while also being sustainably efficient.

RESPECTFULLY SUBMITTED,


Barb Dunbar, Operations Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CASSADY ELECTRICAL CONTRACTORS
FOR
WINSLOW SPORTS PARK TRAIL LIGHTING**

This Agreement, entered into on this 26th day of January, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Cassady Electrical Contractors Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to remove all existing bollard trail lighting and install new bollard lighting; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the installation of new LED bollard trail lighting (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 Barb Dunbar, Operations Coordinator & Don Foddrill, Facilities Working Foreperson as the Department’s Project Manager(s). 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 Eight Thousand Dollars (\$28,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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		Cassady Electrical Contractors
Attn: Barb Dunbar, Operations Coordinator		Sam Fleener
401 N. Morton, Suite 250		PO Box 53
Bloomington, Indiana 47402		Ellettsville, IN 47429

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

CASSADY ELECTRICAL CONTRACTORS INC.

Philippa M. Guthrie, Corporation Counsel

Mae Cassady, 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:

Contractor will -

- Demo out existing lights and bases on trail at Winslow Sports Park
- Pour new 18: light bases
- Run new conduit between (16) bases
- Pull new wire from panel to each base with 1 circuit
- Provide and install new rad LED lights
- Install new time clock

All equipment rental needed to complete this project is included in the agreed upon compensation amount of \$28,000.

EXHIBIT B

“Project Schedule”

Work will not begin before January 26th, 2021 and shall be completed by December 31, 2021.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

9
Mid Service Contract

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Cassady Electrical Contractors Inc.
Mae Cassady, Owner

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: B-14
Date: 1/22/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: January 26, 2021
SUBJECT: REVIEW/APPROVAL OF ENVIRONMENTAL RESOURCES ADVISORY COUNCIL APPOINTMENTS

Recommendation

Staff recommends approval of Environmental Resources Advisory Council appointments, David Parkhurst, Cathy Meyer, Daniel Myers, Melissa Laney-Clark, and Autumn Brunelle. The Common Council has appointed Matt Flaherty as the new Council Liaison.

Background

The Environmental Resources Advisory Council (ERAC) acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) members and one (1) ex-officio member. There are currently five positions on the advisory council up for reappointment.

Four applications were received from current members of the advisory council while one vacant appointment was filled by a new applicant.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Swift", is positioned above a horizontal line.

Rebecca Swift, Natural Resources Coordinator

David Parkhurst

Email

parkhurs@indiana.edu

Phone Number

8123332945

Address

1210 S Collinswood Dr

City

Bloomington

Zip

47401

Do you live in the city limits?

Yes

Occupation

Retired Environmental Professor

How did you hear of this opening?

Other

If other, please describe:

I'm currently a member of ERAC

Please explain your interest

I would continue representing the City of Bloomington Environmental Commission on ERAC, as I am doing at present.

Please describe your qualifications

I have a B.S. in applied math, and a PhD in Plant Ecology. I taught in the environmental science program of SPEA for 30 plus years, and I am now an

emeritus prof in that program. I have been a member of the B'ton environmental commission, in two series, for at least 17 years

Catherine Meyer

Email

Cathygotm@gmail.com

Phone Number

8128372290

Address

933 S. Ballantine Rd.

City

Bloomington

Zip

47401

Do you live in the city limits?

Yes

Occupation

Retired

How did you hear of this opening?

Other

If other, please describe:

Already a member of this board

Please explain your interest

I support the city's efforts to manage natural resource on its park lands.

Please describe your qualifications

BS, MS, MSES in biology and environmental science, retired naturalist from Monroe County Parks and Recreation Department, and have served on this board for many years.

Dan Myers

Email

myersdt@iu.edu

Phone Number

231-675-7149

Address

100 E Miller Dr. Apt 74

City

Bloomington, IN

Zip

47401

Do you live in the city limits?

Yes

Occupation

PhD Candidate

How did you hear of this opening?

City Staff

If other, please describe:

Please explain your interest

Hi! I served on the ERAC this last term and am interested in continuing. I have a specialty in aquatic resources and watershed management. I'd like to contribute my knowledge and ideas to help the Parks Department make the best decisions for the parks' environmental resources.

Please describe your qualifications

I have an M.S. Aquatic Sciences and several years experience working with communities on environmental youth education, watershed management, and lake/stream monitoring projects. In a previous career at the Tip of the Mitt

Watershed Council in Petoskey, Michigan I coordinated science field trips for students, volunteer water quality monitoring programs, and river cleanups.

Melissa Laney

Email

mlaney@iu.edu

Phone Number

8123606121

Address

800 N. Washington St.

City

Bloomington

Zip

47408

Do you live in the city limits?

Yes

Occupation

Professor

How did you hear of this opening?

Other

If other, please describe:

currently serving ERAC

Please explain your interest

Research, teaching, and outreach interests focus on lakes and watershed management. I'm particularly interested in storm water solutions and implementing BMPs throughout the watershed and encouraging the Parks Dept to model these practices. It's been a great experience, engaging with the ERAC folk!

Please describe your qualifications

I'm hoping to continue my seat on the Environmental Resources Advisory Council. I've been an ERAC member since . As Director of the Indiana Clean Lakes Program and faculty with the O'Neill School of Public and Environmental Affairs, we have nurtured a great partnership, collaborating on many projects.

Autumn Brunelle

Email

abrunelle@co.monroe.in.us

Phone Number

8123492805

Address**City****Zip**

Do you live in the city limits?

No

Occupation

Naturalist

How did you hear of this opening?

City Staff

If other, please describe:

Please explain your interest

As a member of the Monroe County Parks and Recreation department, I would love to be able to bring Monroe County's voice and projects to the table in order to collaborate with the City of Bloomington. I am highly skilled in a in environmental education and outreach, have experience working professionally in water quality testing, marine biology, fisheries, forestry, as well as minor experience in geological sciences. With my skill set and position in Monroe County, I believe that I will be a great, collaborative asset to the counsel!

Please describe your qualifications

B.A. in Environmental Studies with a concentration on conservation, biodiversity, and human impacts on the environment from Dartmouth College Six years of NSF funded Climate Change research in the United States and Canada to study climate impacts on sugar maple trees and sap production. This included field work, data collection, knowledge of forest systems, and small and large business consultation. Almost two years working for the City of Bloomington as a Natural Resources Education Specialist where I developed community programming and outreach opportunities to teach and bring awareness to local natural resources. Two seasons of international sustainability outreach in collaboration with Ivy League universities, the US State Department, Russian non-profits, and over 60 Russian university students. Outreach consisted of program development, sustainability training, hiking, zero-waste lifestyle, minor Russian language use, and teaching multi-cultural and English Second Language (ESL) university students. Experience working for the National Park Service as a fisheries biologist where I focused on monitoring endangered and critically threatened salmon species. This position also included trail work, stream mapping, federal data keeping, and handling of salmon species. Bloomington community member for the past five years where I have worked with key community stakeholders such as: WonderLab, City of Bloomington, Indiana University O'Neill/SPEA, Oliver Winery, and my current position as Monroe County Parks and Recreation Naturalist. I also have several years of experience serving on advisory counsels such as my time spent on advisory counsel for the City of Bloomington Banneker Community Center, and as an elected board member for the Native American Alumni Association at Dartmouth College.



STAFF REPORT

Agenda Item: B-15
Date: 1/22/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Cory Hawkins-Program Specialist, Banneker Community Center
DATE: January 26, 2021
SUBJECT: PARTNERSHIP AGREEMENT – THE PLANT TRUCK PROJECT

Recommendation

Staff recommends approval of a partnership agreement with The Plant Truck Project to build a community through food, centering the Banneker Community Center as a Nutrition Hub as defined by the National Recreation and Park Association (“NRPA”) and complete the goals associated with the NRPA Nutrition Hub grant through the maintenance of the Banneker garden and offering nutrition education opportunities.

Total Dollar Amount of Contract: \$15,000

NRPA Nutrition Hub Grant

201-18-G20010-51120-\$10,000

201-18-G20010-52420-\$2,500

201-18-G20010-53990-\$2,500

Background

The Plant Truck Project will assist Banneker Community Center and BPRD staff with developing and maintaining the backyard garden space at Banneker as well as gardening and nutrition education programs and services. Goals included in the “NRPA” Nutrition Hub grant are to provide access to education surrounding food, year-round, screening for food insecurity, providing SNAP/WIC enrollment and retention assistance, and participate in community produce share initiatives providing low-income families access to free locally grown, organic products.

RESPECTFULLY SUBMITTED,

Cory Hawkins, Program Specialist, Banneker Community Center



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

This Agreement is made and entered into this ____ day of January, 2021, by and between the Partners, City of Bloomington Parks and Recreation Department (“BPRD”) and The Plant Truck Project (“PTP”).

WHEREAS, BPRD and PTP desire to cooperate in the provision of a farming and nutrition instruction program for the general public; and

WHEREAS, PTP is qualified to perform such services for BPRD; and

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

WHEREAS, because services provided by each party will reflect on the other, BPRD and PTP wish to set forth each parties’ responsibilities and expectations;

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

1.0 Purpose of Agreement:

- 1.1 The purpose of this Agreement is to build a community through food, centering the Banneker Community Center as a Nutrition Hub as defined by the National Recreation and Park Association (“NRPA”) and complete the goals associated with the NRPA Nutrition Hub grant.
- 1.2 Increase access to healthy foods in low-income areas through the U.S. Department of Agriculture (USDA) child nutrition programs and older adult meal programs;
- 1.3 Implement diverse models, as well as analyze and share best practices, for park and recreation agencies to serve as nutrition hubs, including screening for food insecurity, providing SNAP/WIC enrollment and retention assistance, establishing referral systems, and offering intergenerational health literacy and meal programs;
- 1.4 Provide evidence-based nutrition literacy resources that will reduce food insecurity and create behavioral changes, including increased consumption and preparation of fruits and vegetables, and increased confidence in healthy decision making;
- 1.5 Participate in community produce share initiatives providing low-income families access to free locally grown, organic products;
- 1.6 Provide access to education surrounding food, year-round, creating a gardening graduation program which leads participants through different stages of food independence by partnering with Butler Park Community Gardens, Crestmont Housing Community, Mother Hubbard’s Cupboard, Hoosier Hills Food Bank and more.

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until December 31, 2021 unless terminated earlier as provided under Article 7.0.

Expiration Date of Contract: December 31, 2021

Renewal Date for Contract: December 1, 2021

3.0 Bloomington Parks & Recreation:

- 3.1 The goal of BPRD is to provide an opportunity to the Bloomington community and Banneker Community Center families to participate in a diverse farming, nutrition and cooking program, designed to introduce beginner, intermediate and advanced participants to the ease of growing food, creating nutritious meals.
- 3.2 BPRD agrees to:
 1. Develop and distribute promotional materials: brochures, news releases, program information in both the Parks and Recreation seasonal program guide & the monthly newsletter sent to schools.
 2. Communicate with the public and participants regarding concerns or questions about the program.
 3. Implement participant registration, collect registration forms, email registration confirmation and program information and collect fees of \$5/class with materials.
 4. Provide rosters of all participants to coordinators prior to the start of each growing season and each course.
 5. Provide coordinators with reports of fees collected prior to the start of each course.
 6. Perform the following payment transactions:
 - a) Collect \$5 registration fees per participant for Cooking Classes with materials;
 - b) Collect rental fees, per the approved hourly rental rate, for use of the outdoor space for private events at the Banneker Community Center
 - e) Pay PTP reimbursement for tools and supplies needed to appropriately maintain the farm space not to exceed;
 - f) Pay PTP staff \$16.00 per hour for planning, class instruction, maintenance and labor;
 - g) Payment for the duration of 2021 not to exceed \$15,000 in total. Funds will be allocated from the National Recreation and Park Association: Nutrition Hub grant line.

4.0 Plant Truck Project:

- 4.1 The goals of the PTP are to offer a Black, Indigenous, Person of Color (BIPOC)-led “initiative making plants, seeds, and healthy food accessible for those historically denied land and food sovereignty due to discrimination based on race, class, sexual orientation, gender identity and citizenship status.” (from the Plant Truck Project Mission Statement) They also aim to ensure that the food they provide is culturally relevant, providing people from different backgrounds food that their communities have historically eaten. The project is led by grower and organizer Cori Sereni, farmer Lauren McCalister, grower and herbalist Shanna Hughey and grower Sabrina Ghaus.

- 4.2 PTP agrees to:
1. Provide the overall program structure including all planning, organizing, and implementing of the instructional program with approval from BPRD.
 2. Provide expert farmers and gardeners who can interact with the public, education and encourage participation in addition to maintaining the crops year-round.
 3. Provide invoices to BPRD as detailed in section 3.2.6 (e).
 4. Maintain the following equipment: shovels, rakes, trowels, hand tools, irrigation supplies, seed stock, and organic material inventory.
 5. Provide a rainy day schedule, planning, organizing and implementing alternative activities in case of inclement weather.

5.0 Agreement Terms Mutually Agreed To By All Partners to This Agreement.

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between PTP and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.4 PTP is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- 5.5 The location of the program shall be provided by the BPRD at the Banneker Community Center at 930 W. 7th Street.
- 5.6 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
- 5.7 Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), LMSA 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, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If LMSA implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.
- 5.8 The parties will evaluate this Agreement and the services provided during the month of December 2021.
- 5.9 PTP shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releases) from any and all claims which may arise as a result of PTP's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be

brought against PTP, its employees, agents or patrons, by any third party, even if caused by the negligence of Releases.

6.0 Notice:

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

PTP

Lauren McCalister
planttruckproject@gmail.com

(914) 899-0597

BPRD

Becky Higgins
PO Box 848
Bloomington, IN 47402
(812) 349-3713

6.2 Representatives for the day-to-day operational implementation of this Agreement are:

PTP

Lauren McCalister
plantruckproject@gmail.com

(914) 899-0597

BPRD

Cory Hawkins
930 W 7th Street
Bloomington, IN 47404
(812) 349-3735

7.0 Termination

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

"The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify [Contractor/Partner/Agency] of any such termination and the reasons therefor in writing."

Signed and Agreed to this ____ day of _____, 2021.

THE PLANT TRUCK PROJECT

Lauren McCalister, Founding Member, PTP

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Kathleen Mills, President
Board of Park Commissioners

Date

Philippa M. Guthrie, Corporate Counsel

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 _____, 2019.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

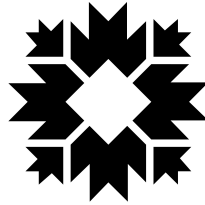
Supplemental Information:

Funding Source:

National Recreation and Parks Association Nutrition Hub Grant:
\$40,000 (2020), \$40,000 (2021)

Contract Not to Exceed Budget Breakdown:
\$15,000 for 2021

Item	Cost	Amount	Total
Labor	\$16/hr.	600	\$9,600.00
Planning	\$16/hr.	50	\$800.00
Class Instruction	\$16/hr.	100	\$1,600.00
Organic Materials	\$40/yard	16 yards	\$640.00
Tools	\$20	25 tools	\$500.00
Equipment	\$20	25 ft. irrigation	\$500.00
Seeds	\$5	72	\$360
		Total	\$14,000



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-16
Date: 1/22/2021

Administrator
Review\Approval
PPM

TO: Board of Park Commissioners
FROM: Mark Sterner, General Manager, Twin Lakes Recreation Center
DATE: **January 26, 2021**
SUBJECT: **SERVICE AGREEMENT WITH GILLES HOME SALES AND SERVICE**

Recommendation

Staff recommends approval of this agreement. Funds, if expensed are from 201-18-185000-52420.

Background

We are seeking to use Gilles Home Sales and Service for the preventative maintenance and repairs to the fitness and cardio equipment at the Twin Lakes Recreation Center. This is the third year that the TLRC is requesting approval with this company. Gilles Home Sales and Service will provide, at no charge, up to four additional service calls for the facility, outside the regular schedule of preventative maintenance visits, for repairs of equipment that is listed under the service agreement contract. After the fourth additional service call, labor for repairs will be billed at a discounted labor fee of \$50 per hour, plus travel. The cost of parts and labor after four additional service calls this service agreement is not to exceed \$5,000.

RESPECTFULLY SUBMITTED,

Mark Sterner
General Manager, Twin Lakes Recreation Center

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
GILLES HOME SALES AND SERVICE**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation, and Gilles Home Sales and Service

Article 1. Scope of Services Contractor shall provide general cleaning, a safety inspection, a series of maintenance checks of fitness equipment at the Twin Lakes Recreation Center, and any necessary adjustments and calibrations on each piece of exercise equipment itemized during the agreement period. 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 Mark Sterner as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Sterner, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Contractor shall perform the services by December 31, 2021. Time table for routine maintenance is scheduled quarterly. Additional repairs take place as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify [Contractor/Partner/Agency] of any such termination and the reasons therefor in writing.

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Mark Sterner, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Gilles Home Sales and Services. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Gilles Home Sales and Service

Philippa M. Guthrie, Corporation Counsel

Kristin Ferguson, Sales Rep.

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 _____ 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 _____, 2021.

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____.

Gilles Home Sales and Service

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2021.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-17
Date: 1/22/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Daren Eads, Facility Coordinator
DATE: January 26, 2021
SUBJECT: REVIEW/APPROVAL OF HARRELL-FISH, INC HVAC EQUIPMENT
MAINTENANCE AGREEMENT

Recommendation

Staff recommends the review/approval of the Harrell-Fish, Inc. HVAC maintenance service agreement for the Twin Lakes Recreation Center. Non-Reverting 201-18-185000-53610 budget line will be used to pay for these services.

Background

Harrell-Fish, INC was awarded the bid for the installation of the new HVAC system at the TLRC. It was recommended the TLRC contract with the installer to conduct the first year of service. No additional service quotes were requested.

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

RESPECTFULLY SUBMITTED,

Sports Facility Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
HARRELL-FISH, INCORPORATED
FOR
TWIN LAKES RECREATION CENTER
COMMERCIAL HVAC PLANNED EQUIPMENT MAINTENANCE AGREEMENT**

This Agreement, entered into on this ____ day of _____, 2021__, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Harrell-Fish, INC (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to have HVAC equipment serviced at the Twin Lakes Recreation Center; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform HVAC preventive maintenance at the Twin Lakes Recreation Center (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 Daren Eads, Facility Coordinator 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 Seven Thousand Six Hundred Twenty dollars (\$7,620). Invoices will be sent via first class mail postage prepaid or via email following each quarterly visit. 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:

Daren Eads
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404
eadsd@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.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no

reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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		Harrell-Fish, INC
Attn: Daren Eads		Aaron Wagoner
401 N. Morton, Suite 250		2010 Fountain Drive, P.O. Box 1998
Bloomington, Indiana 47402		Bloomington, Indiana 47402

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

HARRELL-FISH, INC

Philippa M. Guthrie, Corporation Counsel

Aaron Wagoner, Account Manager

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:

- Perform scheduled maintenance and inspection as outlined in this Agreement on a Quarterly basis.
- Scheduled maintenance and inspection shall be on only equipment listed in Exhibit “A”.
- Furnish Customer with a written report of each inspection and of any conditions which require repairs or corrective action. If authorized by the Customer, HFI will make the needed repairs at the Customer service rate listed in the Agreement.
- Perform scheduled maintenance and inspection functions as a part of the Agreement

EXHIBIT B

“Project Schedule”

Winter Check:

- Report to customer upon arrival
- Clean condenser coils
- Replace air filters
- Check overall operation of systems
- Report any needed repairs or problems to customer

Spring Visit:

- Report to Customer upon Arrival
- Clean condenser coils
- Check electrical connections
- Check and adjust all operational controls
- Check and Adjust All Safety Controls
- Check and lubricate bearings, if applicable
- Replace air filters
- Check operation of economizers, if applicable
- Check front end controls
- Report any needed repairs or problems to customer

Summer Check:

- Report to customer upon arrival
- Clean condenser coils
- Replace air filters
- Check overall operation of systems
- Report any needed repairs or problems to customer

Fall Check:

- Report to customer upon arrival
- Clean condenser coils
- Check electrical connections
- Check operating controls
- Check and Adjust All Operational Controls
- Check and Adjust All Safety Controls
- Check and lubricate bearings, if applicable
- Check operation of systems in heat mode
- Check condition of heat exchangers and burners
- Check front end controls
- Report any needed repairs or problems to customer

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____.

HARRELL-FISH, INC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: D-3 Date: 1/22/2021

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Tim Street, Operations and Development Division Director
DATE: January 26, 2021
SUBJECT: TIM STREET INTRODUCTION

Background

I started as the department's Operations and Development Division Director on January 11, 2021, and would like to take this opportunity to introduce myself to the board.

I spent the last ten years at Bradford Woods, IU's outdoor center in Martinsville. For most of those years, I served as the Associate Director, with responsibilities for both programs and facilities on the 2,500-acre campus. My days frequently included strategic planning, day-to-day leadership, risk management, accreditation, capital projects, and more.

Prior to my time at Bradford Woods, I received my Master's in Public Affairs from the Indiana University O'Neill (SPEA) School, focusing on public and non-profit management. I have also been an instructor for Indiana University Outdoor Adventures for the last 10+ years, where I'm able to pursue my passion for the outdoors and share it with others. In line with that passion, I strongly believe that outdoor experiences are vital to individual and community health, and that parks provide a gateway to these experiences – particularly to those who may not be inclined or able to pursue outdoor activities with higher barriers. I am thrilled to be joining the Parks and Recreation Department and look forward to working with the board and serving the community.

RESPECTFULLY SUBMITTED,

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

Tim Street, Operations and Development Division Director
2021-January



STAFF REPORT

Agenda Item: D-3 Date: 1/22/2021

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: James Hershberger, Sports Division Intern
DATE: **January 13, 2021**
SUBJECT: **INTERN INTRODUCTION – James Hershberger**

Background

My name is James Hershberger, I am currently a senior at Indiana University where I am expected to graduate in May of 2021 with a bachelor's degree in Recreational Sports Management, through IU's School of Public Health. I am from Elkhart, Indiana where I attended Elkhart Memorial High School.

I have worked part-time at the Benjamin Banneker Community Center for nearly three years. I also coached Jackson Creek Middle School (Bloomington, Indiana) basketball team during the 2019-2020 season.

At this time in my education, I am interested in youth sports and look forward to learning about more careers within recreation as well as open my eyes to new aspects of recreation and management.

RESPECTFULLY SUBMITTED,

James Hershberger, Sports Division Intern



STAFF REPORT

Agenda Item: D-3 Date: 1/22/2021

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Roniah Hardy, Health/Wellness Intern
DATE: 1/26/2021
SUBJECT: INTERN INTRODUCTION

Background

Hello, my name is Roniah Hardy. I am from Fort Wayne, Indiana. I am a 21st Century Scholar and a Groups Scholar. I am a senior at Indiana University graduating in the spring; majoring in Fitness and Wellness. Throughout my life, I've been involved in sports and being physically active. I am very passionate about health and helping the people in my community. Throughout my time at IU, I've been a part of programs that promote physical activity such as the Intro to Fitness, Ready to Move, and GOAL programs. I always thought that I wanted to be in a hospital setting helping people, but I've learned that I'd rather have a proactive approach!

Worldwide there has been a rise of obesity and having a physically inactive lifestyle, and I want to be a part of a solution to this problem. I first met Jess Klein as a volunteer for Banneker Fit Club for the Fall 2019 semester. I enjoyed working with the children in the program and helping them be more active. I was drawn to this internship because I love the health programs Parks and Recreation offers. So, I am thankful that I was offered the opportunity! I hope to learn the behind the scenes of public health program planning and learn how to connect with other organizations in Bloomington to promote wellness for the community. This semester I will be taking a Public Health Programming course that I hope will help me understand program planning and help me to create beneficial programs in the future. I am looking forward to the knowledge and skill set I will gain while being a part of such a proactive parks and recreation department.

RESPECTFULLY SUBMITTED,

Roniah Hardy, Health & Wellness Intern

2021-January