

Per Executive Order by the Governor this meeting will be conducted electronically. The public may access this meeting at the following link:

https://bloomington.zoom.us/j/94517447711?pwd=a1IydUZ2cVZMNEF5UjlUdzcvNXFzdz09

AGENDA

City of Bloomington Board of Park Commissioners

Regular Meeting: Tuesday, March 23, 2021 4:00 – 5:30 p.m.

CALL TO ORDER - ROLL CALL

CONSENT CALENDAR A.

- A-1. Approval of Minutes of February 23, 2021
- A-2. Approval of Claims Submitted February 24, 2021 - March 22, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus

В.	OTHER BUSINESS	
B-1.	Review/Approval of Policies #4050 (Job Postings) and # 4220 (Succession Planning)	(Leslie Brinson)
B-2.	Review/Approval of partnership agreement with IU Health Bloomington	(Jess Klein)
B-3.	Review/Approval of partnership agreement with Monroe County Public Library	
	for story walk at Rev. Butler Park	(Leslie Brinson)
B-4.	Review/Approval of partnership agreement with Monroe County Public Library for Park	
	Crawl program	(Rebecca Swift)
B-5.	Review/Approval of contract with EZ-Dock of Mid America, LLC for new	
	dock at Griffy Lake boat house	(Rebecca Swift)
B-6.	Review/Approval of contract with B-Tech Fire and Security for repairs to Buskirk	
	Chumley Theater sprinklers heads	(Tim Street)
B-7.	Review/Approval of impact memo with American Structurepoint, Inc for Clear Creek	
	Trail access	(Tim Street)
B-8	Review/Approval of service agreement with Bledsoe Riggert Cooper James for	
	boundary survey work	(Joanna Sparks)
B-9.	Review/Approval of contract with Habitat Solutions for control burn at Griffy Lake	
	Nature Preserve	(Steve Cotter)
B-10.	Review/Approval of contract with Eco Logic, LLC for vegetation monitoring at Girffy	
	Lake Nature Preserve	(Steve Cotter)
B-11.	Review/Approval of MOU with CBU for Hidden River Project in Waldron Hill Buskirk	
	Park	(Tim Street)
B-12.	Review/Approval of partnership agreement with Middleway House for Wrapped in Love	
	event	(Erin Hatch)
B-13.	Review/Approval of reappointment to the Tree Commission	(Erin Hatch)
B-14.	Review/Approval of Notices of Violation process for illegal street tree removals	(Tim Street)
B-15.	Review/Approval of partnership agreement with Centerstone for seasonal crews	(Joanna Sparks)
B-16.	Review/Approval of contract with Eco Logic, LLC for services at Switchyard Park	(Joanna Sparks)
B-17.	Review/Approval of partnership agreement with BHSN//EDH high school golf team	(John Turnbull)
B-18.	Review/Approval of contract with Tennis Technology RCA tennis pickleball/court project	(John Turnbull)

Review/Approval of partnership agreement with Bloomington Junior League Baseball Association (Dee Tuttle)

Review/Approval of partnership agreement with Bloomington Junior League Association for

B-19.

	Winslow North Concessions operations	(Dee Tuttle)
B-21.	Review/Approval of partnership agreement with Monroe County Senior League Baseball Assoc.	(Dee Tuttle)
B-22.	Review/Approval of partnership agreement with Bloomington Football Club	(Dee Tuttle)
B-23.	Review/Approval of credit card refund approval process	(Kim Clapp)

C. <u>REPORTS</u>

C-1.	Operation Division	-	Jackson Creek Trail Phase II	(Tim Street)
			OuterSpatial Mobile Application	(Rebecca Swift)
C^{2}	Doggastion Division		ma mamant	

C-2. Recreation Division - no report C-3. Sports Division - no report

C-4. Administration Division - Review of 2020 Annual Report (Paula McDevitt)

D. <u>PUBLIC HEARINGS/APPEARANCES</u>

D-1.	Bravo Award	-	Mary Jean Cappiello	Sarah Owen)
D-2.	Parks Partner Award	-	Sterling Real Estate, Inc.	(Sarah Owen)

D-3. Staff Recognition - 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).



A-1 3-23-2021

Board of Park Commissioners Meeting Minutes

Tuesday, February 23, 2021 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, Ellen Rodkey, Israel Herrera and James Whitlatch

Staff Present: Paula McDevitt, Becky Higgins, John Turnbull, Tim Street, Julie Ramey, Kim Clapp, Bill Ream, Hsiung Marler, Crystal Ritter, Cory Hawkins, Daren Eads, Scott Pederson, Rebecca Swift, Joanna Sparks, Erin Hatch, Ellen Roach, James Hershberger and Sydney Granlund

A. CONSENT CALENDAR

- A-1. Approval of Minutes January 26, 2021 and February 18, 2021
- A-2. Approval of Claims Submitted January 25, 2021 through February 22, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus February Surplus

Ellen Rodkey made a motion to approve the consent calendar. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

B. OTHER BUSINESS

B-1 Review/Approval Partnership Agreement with Buskirk-Chumley Theater

Sean Starowitz, Assistant Director for the Arts, Economic and Sustainable Development Department. Staff wishes to renew the Agreement with BCT Management, Inc. (BCTM) to continue to manage and operate the Buskirk-Chumley Theater (BCT). The BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource. The Agreement offers and promotes entertainment services to the public.

Funding of \$55,000, will be provided in the 2020 City Council budget to assist BCTM with duties related to their operation of the Theater. The City's Consolidated TIF fund, will provide \$74,000 for building related improvement to the BCT. The Parks Operations General Fund, will provide \$15,000 for replacement eligible facility maintenance repairs. Total support for the BCT in 2021 will be \$144,000. Staff recommends approval of this partnerships with BCT Management, Inc.

Board Comments: *Jim Whitlock inquired* if the Buskirk-Chumley Theater was currently opened. *Sean Starowitz responded*, during COVID-19, BCT made updates to the interior, and provided online programing. *Kathleen Mills inquired*, if the section regarding firearm policy was new. *Sean Starowitz* responded, a City entity cannot restrict the carrying of firearms. Vendors have previously raised this issue, and the clause allows the vendor to restrict, if need be.

Ellen Rodkey made a motion to approve the partnership agreement with Buskirk-Chumley Theater Management. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-2. Review/Approval of Resolution 21-02 for the 2021-2025 Master Plan

<u>Paula McDevitt, Director</u>, staff recommends approval of Resolution 21-02 for the 2021-2025 Comprehensive Master Plan as prepared by Troyer Group, Inc. The Master Plan will be used to shape the goals and priorities of BPRD to match community interest.

Board Comments: *Jim Whitlatch inquired*, how the Board would be involved, and informed of the progress of the goals over the next five years. *Paula McDevitt responded*, the goals and action plans will be part of the Department's annual goals. Reporting back to the Board is a National Accreditation Standard, and staff will submit the progress of the goals at the end of each year. *Ellen Rodkey stated*, this was an important part of BPR accreditation process. *Ellen Rodkey inquired*, on the date of the next reaccreditation. *Paula McDevitt responded*, reaccreditation is due in June of 2021. Staff is currently working on the standards and documentation. Accreditation is for a five year period.

James Whitlatch made a motion to approve Resolution 21-02 for the 2021-2025 Comprehensive Master Plan. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

B-3. Review/Approval of Contract Amendment with Shepherd's Construction

<u>Tim Street, Operations and Development Division Director,</u> in December 2020, BPRD and Shepherd's Construction entered into an agreement for the demolition and installation of new bomanite concrete in Peoples Park, as well as the resealing of the existing bomanite concrete. BPRD wishes to have a new concrete foundation installed for the sculpture at People's Park, concurrent with the existing work. Both parties mutual agree to addend the original agreement to include this additional work, and increase compensation in an amount not to exceed \$3,400. Staff recommends approval of the contract amendment with Shepherd's Construction.

James Whitlatch made a motion to approve contract amendment with Shepherd's Construction. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

B-4. Review/Approval of Contract Everywhere Signs

Mark Marotz, Operations Superintendent, due to a remodeling project at Peoples Park, the "Wings of Opposing Views" sculpture needs to be relocated. BPRD requires the services of a contractor to safely move the 4,000 pound sculpture with a crane. Staff recommends approval of the contract with Everywhere Signs, in an amount not to exceed \$460. Funding for the project will be from the General Obligation Bond Series: 977-18-18016c-54510.

<u>Board Comments:</u> *Kathleen Mills inquired* if the sculpture would stay in the new location, or need to be moved to back to the original site. *Mark Marotz responded*, the sculpture would remain in the new permeant location.

Ellen Rodkey made a motion to approve the contract with Everywhere Signs. *James Whitlatch* seconded the motion. Vote take: motion unanimously carried 4-0.

B-5. MOU with CBU for Waldron, Hill, and Buskirk Park

Item B-5 was removed from agenda.

B-6. Review/Approval of Contract with Skip Daley

<u>Bill Ream, Community Events Coordinator</u>, BPRD wishes to provide the community with a fun event, known as Trivia in the Park. BPRD requires the services of a professional consultant to create and organize all questions and answers, as well as be the emcee at the 2021events. Staff recommends approval of this contract with Skip Daley, in an amount not to exceed \$1,200. Funding source is from the Community Events Non-Reverting Fund.

James Whitlatch made a motion to approve the contract with Skip Daley. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

B-7. Review/Approval of Alcohol Sales for Community Events at the Switchyard Park

Bill Ream, Community Events Coordinator, BPRD wishes to offer the sale of alcohol at events taking place at Switchyard Park in 2021. Staff will contract with local vendors for the sale of alcohol. The vendors would be responsible for providing a copy of state permit prior to event, follow all state and federal guidelines, and securing a bar area for individuals 21 years of age and over. Vendors will pay the department 10% of their gross sales on each event. Staff recommends approval of the sale of alcohol at specific department community events held at Switchyard Park.

Board Comments: Kathleen Mills commented this has been approved in the past years. James Whitlatch inquired, who would be responsible for fencing off the location, and enforcement of sales. Bill Ream responded. BPRD is responsible for blocking off the large area, the vendor is responsible for fencing off the area designated as the bar area. James Whitlatch inquired, if we have the experience and training for the enforcement of the sales of alcohol. Becky Higgins, Recreation Division Director responded. BPRD follows all the state regulations for the sales of alcohol, and keeps events small enough to be managed well. If an outside group using a BPRD facility and wishes to sale alcohol, they are required to provide security, provide a state permit, are required to carry insurance for the event, and list BPRD on the insurance. Ellen Rodkey commented, the vendor holding the state permit, along with their bartenders, are responsible for the serving the alcohol. Israel Herrera inquired, if there were any restriction on the type of alcohol to be sold. Becky Higgins responded, out in the park, beer and wine are sold. Spirits may be offered at events within the building. Israel Herrera inquired, if the number of security staffing changed from event to event. Becky Higgins responded, it depends on the size of the event. The security is within the serving area. At these smaller events only one or two security staff are needed. This will be reevaluated for larger events.

Ellen Rodkey made a motion to approve alcohol sales for Community Events at Switchyard Park. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-8. Review/Approval of Contract with Electric Plus

<u>Hsiung Marler, General Manager Switchyard Park</u> BPRD wishes to keep facilities in good working condition. BPRD requires the services of a professional contractor to provide electrical maintenance and repairs at Switchyard Park on an as need bases. Staff recommends approval of this contract with Electric Plus, Inc., in an amount not to exceed \$9,900.

Board Comments: *Ellen Rodkey inquired*, if this was the first year for the contract due to the construction being completed at SYP. *Hsiung Marler responded*, yes, this will be the first year of working without a warranty. Electric Plus was the subcontractor for the electric work at SYP. This will save money, as they already know the system. *Paula McDevitt commented*, there are services agreements throughout the department for unforeseen work. Having these in place helps address repairs/emergency situations in a timely fashion. *James Whitlatch inquired*, how the payment process was handled, and on the expiration of the contract. *Hsiung Marler responded*, this is for general service, any specific projects would go through the bidding process. *Israel Herrera inquired*, if this would cover vandalism. *Hsiung Marler responded*, this is for service and repair, and would include damage from vandalism or accidents. There would be the possibility of being reimbursed by insurance companies at a later date for accidents.

Ellen Rodkey made a motion to approve the contract with Electric Plus. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-9 Review/Approval of 2021 Performing Arts Services Agreement Template

<u>Crystal Ritter, Community Events Coordinator,</u> BPRD wishes provide the community with free concerts in the parks, through the Performing Arts Series and the Peoples Park Concert Series. Staff recommends the approval of the 2021 Performance and Entertainment Agreement Template. The agreement outlines the policies and expectations of the performing artists, as well as that of the Parks and Recreation Department. Funding source is from the Community Events General Fund and Non-Reverting Fund

Board Comments: *Ellen Rodkey inquired*, if there was a cap on artist fees. *Crystal Ritter responded*, it depends on the series. Peoples Park series is paid at a set rate. The preforming arts series has generous sponsorships to help sponsor those concerts. There is no set rate on those concerts, but many factors are taken into the consideration when setting the fees.

Ellen Rodkey made a motion to approve the 2021 Performing Arts Services Agreement Templates. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-10 Review/Approval of Partnership Agreement with Ryder Magazine and Film Series

<u>Crystal Ritter, Community Events Coordinator</u>, BPRD wishes to provide free outdoor movies for the benefit of the general public. The purpose of the agreement, is to outline a program partnership which provides more affordable entertainment opportunities for the Bloomington community. In 2021, six films are scheduled to be shown at three different locations. Funding is through the Performing Arts Series Non-Reverting Fund

Board Comments: *Ellen Rodkey commented*, not only are they providing the licenses at a better rate, but they are also providing advertising for the events. *Israel Herrera inquired*, on how the selection of films was determined. *Crystal Ritter responded*, staff works with Ryder films on the availability and selection of approximately 8-10 films. The listing is posted on Facebook for the public to vote on what they would like to be screened. *Israel Herrera inquired*, on the availability of subtitles. *Crystal Ritter responded*, the public may request subtitles, closed captioned, as well as make other reasonable requests.

Ellen Rodkey made a motion to approve the partnership with Ryder Magazine. *James Whitlatch* seconded the motion. Vote taken: motion carried 3-aye 1-abstain

B-11 Review/Approval of Grant Partnership Agreement with Area 10 Agency on Aging

<u>Becky Higgins, Recreation Division Director</u>. BPRD wishes to continue the partnership with Area 10 Agency on Aging. This agreement is to outline a program to provide recreations services for senior citizens at the Endwright East Active Living Community Center. The goal of Endwright East is to provide supportive community space for older adults with quality programming and social engagement. Staff recommends approval of this partnership. Funding for operations will be provided through Parks Administration General Fund, in the amount not to exceed \$20,000.

Ellen Rodkey made a motion to approve the partnership with Area 10 Agency on Aging for Endwright East Active Living Community Center. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-12 Review/Approval of Partnership Agreement with El Mercado

<u>Cory Hawkins, Program Specialist</u>, BPRD wishes to make resources available to underserved communities, and help create an inclusive Bloomington. This agreement, is to outline a partnership to provide the community with a monthly Market event at Banneker Community Center, and provide volunteers to assist with Banneker's youth programs. El Mercado seeks to build a culture based on mutual aid, and environmental sustainability through education and community building events. Staff recommends approval of this partnership with El Mercado.

Board Comments: *Kathleen Mills inquired*, on the type of items that would be available at the Market. *Cory Hawkins responded*, there will be a wide variety. It is mainly new entrepreneurs with a new business, which do not have the capital for a brick and mortar shop, or can afford to go to a larger venue. It will range from food, crafts, supplies, skills and knowledge. *James Whitlatch requested*, additional information on El Mercado. *Cory Hawkins responded*, it is an organization new to Bloomington. The El Mercado Cooperative speaks a lot to the Banneker Community Center mission. Their mission is plainly, a community effort to create a more inclusive Bloomington, and to make resources available to underserved communities. Their focus this year is small business development, and sustainability within that community. *James Whitlatch inquired*, if they were a local organization. *Cory Hawkins responded*, there are other branches in other locations. This is the Bloomington Chapter. *Israel Herrera responded*, he has previously worked with this organization and supports this partnership.

Ellen Rodkey made a motion to approve the partnership with El Mercado. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-13 Review/Approval of Amendment with Oracle Elevator at TLRC

<u>Daren Eads. Facility Coordinator</u>, in December 2020, the Board approved a service agreement with Oracle Elevator to provide emergency and/or standard repairs and/or services as the need arise, to the elevator at Twin Lakes Recreation Centers. Oracle Elevator has requested changes be made to the services agreement, to include change in Article 11: Indemnification and Article 12: Insurance. City of Bloomington Legal Department has reviewed and approved the requested changes. Staff recommends approval of the amendment with Oracle Elevator Holdco, Inc.

Ellen Rodkey made a motion to approve the amendment with Oracle Elevator. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-14 Review/Approval of Partnership Addendum with Catalent Indiana

John Turnbull, Sports Division Director, in December 2020, the Department entered into an agreement with Catalent Indiana, granting them use of Twin Lakes Softball Parking lot. The original agreement was scheduled to expire March 15, 2021. Both parties wish to extend the agreement to August 15, 2021, and addend the agreement to specify the use of no greater than 100 parking spaces between 5pm-11pm, Monday-Friday and no use on Saturdays and Sundays. Staff recommends approval of this addendum with Catalent Indiana.

James Whitlatch made a motion to approve the addendum with Catalent Indiana. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0

B-15 Review/Approval of Contract with GreenScapers Professional Turf and Tree Care

<u>Scott Pedersen, Program Specialist</u>, BPRD wishes to maintain sports fields in optimal condition. Due to high use, the turf and Olcott Park requires repair work. BPRD requires the services of a professional consultant to provide soil testing, core aeration, slit seeding, fertilization and weed control at this location. Staff recommends approval of this contract with GreenScapers Professional Turf and Tree Care, in an amount not to exceed \$4,119. Funding for this project is from Youth Sports General Fund.

Board Comments: *Kathleen Mills inquired*, if the vendor had previously provided service to BPRD. *Scott Pedersen responded*, the vendor has not been used by BPRD, but has provided services to other local businesses and organizations. The vendor has a good reputation. *Israel Herrera requested*, additional information on core aeration. *Scott Pedersen responded* core aeration removes cores of soil, providing channels for oxygen, water and nutrients to penetrate the soil. Creating a healthier and stronger turf.

Ellen Rodkey made a motion to approve the contract with GreenScapers. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-16 Review/Approval of Partnership Agreement with Monroe County Historical Museum

<u>Rebecca Swift, Program Specialist</u> BPRD would like to loan nine historic artifact discovered at Leonard Spring Nature Park, to the Monroe County History Center for safekeeping. This agreement outlines a service partnership for the curation of the artifacts. BPRD wishes for the artifacts to be cataloged, stored for further research, and for use as educational resources. Staff recommends approval of this partnership agreement with Monroe County History Center.

Board Comments: Ellen Rodkey inquired, if the located foundations would be marked in anyway. <u>Rebecca Swift responded,</u> one foundation is near a current trail, staff is considering the possibility of placing markers at this location.

Ellen Rodkey made a motion to approve the partnership agreement with Monroe County Historical Museum. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-17 Review/Approval of Contract with Purcell Monuments

<u>Joanna Sparks, City Landscaper</u>, BPRD wishes to keep cemeteries in well maintained condition. Due to age and earth settling, headstones at Rose Hill and White Oak Cemeteries are in need of repair. The Department requires the services of a professional consultant to perform headstone, family pen, and/or monument repairs. Staff recommends approval of this contract with Ronnie G. Pursell, in an amount not to exceed \$4,500. Funding is through the Cemeteries General Fund.

Board Comments: *Israel Herrera inquired*, what classified a repair as "complicated". *Joanna Sparks responded*, the older a stone, the more fragile it becomes. Some of the stones in the original cemetery are over 200 years old. The repairs, requires someone who is experienced in handling stone in this condition. *Israel Herrera inquired*, on the type of vandalism that occurs in the cemeteries, and if it had increased over the last year. *Joanna Sparks responded*, monuments can be knocked off their foundation. There has been minimal vandalism. Most required repairs are due to weather, and occasional mowing accidents.

Ellen Rodkey made a motion to approve the contact with Purcell Monuments. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-18 Review/Approval of Contract with Green Dragon Lawncare Primary Locations

<u>Joanna Sparks, City Landscaper</u>, the Department wishes to provide well maintained parks and facilities for the community to enjoy. The Department requires the services of a professional consultant to provide mowing and trimming services at 20 locations throughout the 2021 season. Staff recommends the approval of the contract with Green Dragon Lawn Care, in an amount not to exceed \$82,030. Funding is through Operations General Fund.

Board Comments: *Kathleen Mills commented*, it is financially beneficial to outsource this work. *Joanna Sparks responded*, equipment maintenance is a huge expense. Vendor staff schedule allows for greater flexibility in mowing hours. *Israel Herrera inquired*, on the service at Ferguson Dog Park. *Joanna Sparks responded*, this occurs on the same day of the week, and a schedule is posted for the public.

Ellen Rodkey made a motion to approve the contact with Green Dragon Lawncare primary locations. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-19 Review/Approval of Contract with Green Dragon Lawncare Secondary Locations

<u>Joanna Sparks, City Landscaper</u> BPRD requires the services of a professional consultant to provide mowing and trimming services at 16 alternate locations throughout the 2021 season. Staff recommends the approval of contract with Green Dragon Lawn Care, in an amount not to exceed \$34,970. Funding is through Operations General Fund.

Ellen Rodkey made a motion to approve the contact with Green Dragon Lawncare for secondary locations. James Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0

B-20 Review/Approval of Contract with J.R. Ellington Tree Expert, Co.

<u>Erin Hatch, Urban Forester</u>, as part of the Cascades Trail Phase 5 and Streambank Stabilization project, BPRD requires the services of a professional consultant for the removal of 23 trees in Lower Cascades Park. Staff recommends approval of this contract with J.R. Ellington, in an amount not to exceed \$17,400.

Ellen Rodkey made a motion to approve the contact with J. R. Ellington Tree Expert, Co. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-21 Review/Approval of Contract with Bluestone Trees

Erin Hatch, Urban Forester, BDRD wishes to keep City trees in a safe condition. BPRD requires the services of a professional consultant for the removal and pruning of City trees on an as need basis. Allowing staff members to quickly address potentially hazardous tree situation. Staff recommends approval of this contract with Bluestone Trees, in an amount not to exceed \$20,000.

Ellen Rodkey made a motion to approve the service agreement with Bluestone Trees. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-22 Review/Approval of Contract with Designscape Horticultural Services, Inc.

<u>Erin Hatch, Urban Forester</u>, to avoid future light infrastructure conflicts, BPRD wishes to relocate a tree at Peoples Park. BPRD requires the services of a professional consultant to transplant a young gingko tree to a new location. Staff recommends approval of this contract with Designscape Horticultural Services, Inc., in an amount not to exceed \$811.64.

Ellen Rodkey made a motion to approve the contact with Designscape Horticultural Services, Inc. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0

B-23 Election of Board of Park Commissioner Secretary

Ellen Rodkey nominated Kim Clapp as the Secretary to the Board of Park Commissioners. James Whitlatch seconded the nomination. The nomination was unanimously carried

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 - None

D-2 Spotlight Award - None

D-3 Staff Introductions

<u>Ellen Roach, Community Event Intern</u>, is a junior_at Indiana University studying Tourism, Hospitality, Event Management and a double minor in Media and Creative Advertising and Human Resource Management. She is excited to apply her knowledge from the classroom, first hand in such a progressive environment. Ellen realized there are unlimited career possibilities for her, and she wants to explore other options in her field of study. She is thankful for this opportunity, and is eager to grow personally and professionally during her time with BPRD.

<u>James Hershberger, Sports Intern</u> is a senior at Indiana University with a bachelor's degree in Recreational Sport Management through IU's School of Public Health. James has previously worked for BPRD at Benjamin Banneker Community Center. He is interested in youth sports and looks forward to leaning about more careers within recreation, and to new aspects of recreation and management.

<u>Sydney Granlund, Natural Resources Intern</u>, is an undergraduate student at Indiana University, where she is studying Environmental Management and Law and Public Policy at the O'Neill School of Public and Environmental Affairs. Sydney previously held intern positions at Hilltop Garden and with Notre Dame's Center for Civic Innovations. She is passionate about sustainability and community development, as well as government's role in furthering both of those concepts. She appreciates the opportunity to acquire new skills working for the community.

D-4 Public Comment Period – none.

<u>Paula McDevitt, Director commented,</u> BPRD has many projects and events that are being launched. There is an excellent group of interns coming on board for the summer. City Council will be proposing Ordinance 21:06 to add chapter 2.87 Protection for people experiencing homelessness. Interested individuals were encouraged to join the meetings via CATS. The next Park Board meeting is March 23, 2021 at 4:00 p.m._Paula welcomed James Whitlatch to the Board.

ADJOURNMENT

Meeting adjourned at 5:41p.m. Respectfully Submitted,

Kim Clapp

Secretary Board of Park Commissioners



Invoice Date Range 02/17/21 - 03/05/21

								Received		
Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recrea Department 18 - Parks & Recrea Program 181000 - Administra Account 53160 - Instruction	eation)								
4337 - Illinois Park & Recreation Association	r February 12, 21	18-Illinois Park and Recreation Association	Paid by Check # 73478		02/23/2021	02/23/2021	03/05/2021		03/05/2021	42.00
7458 - People INC	20200730-119B	18- Staff De-escalation Training	Paid by EFT # 39714		02/23/2021	02/23/2021	03/05/2021		03/05/2021	180.00
Assessed F2240 Talankana		ag	33711	Accour	nt 53160 - Inst	cruction Totals	Invoice Tr	ansactions	2	\$222.00
Account 53210 - Telephone 1079 - AT&T		18 - AT&T Long Distance	,		02/22/2021	02/22/2021	02/22/2021		02/22/2021	30.25
1079 - AT&T	1 81234937000221	18- AT&T February	73458 Paid by Check # 73472		02/23/2021	02/23/2021	03/05/2021		03/05/2021	2,133.58
		Charges Landines	73472	Accou	nt 53210 - Tel	ephone Totals	Invoice Tr	ansactions	2	\$2,163.83
				Program 18 1	L000 - Adminis	stration Totals	Invoice Tr	ansactions	4	\$2,385.83
Program 181100 - Marketing Account 52420 - Other Suppl	ies									
2895 - Rapid Reproductions, INC	103247	18-6 rolls 8 mil satin photo paper 42 x 100	Paid by EFT # 39717		02/23/2021	02/23/2021	03/05/2021		03/05/2021	801.72
Account 53160 - Instruction		p paper 12 / 100	00.1.	Account 52	2420 - Other S	upplies Totals	Invoice Tr	ansactions	1	\$801.72
4337 - Illinois Park & Recreation Association	r February 12, 21	18-Illinois Park and Recreation Association	Paid by Check # 73478		02/23/2021	02/23/2021	03/05/2021		03/05/2021	42.00
7458 - People INC	20200730-119B	18- Staff De-escalation Training	Paid by EFT # 39714		02/23/2021	02/23/2021	03/05/2021		03/05/2021	30.00
		Trailing	39/14	Accour	nt 53160 - Inst	ruction Totals	Invoice Tr	ansactions	2	\$72.00
Account 53220 - Postage 5387 - Creative Graphics, INC	9279	18-Kid City Camp Save	Paid by EFT #		02/23/2021	02/23/2021	03/05/2021		03/05/2021	144.54
(dba Baugh Enterprises)		Your Spot postcard print	39053	Acc	count 53220 - P	Postage Totals	Invoice Tr	ansactions	1	\$144.54
Account 53310 - Printing 5387 - Creative Graphics, INC (dba Baugh Enterprises)	9279	18-Kid City Camp Save Your Spot postcard print	Paid by EFT # 39653		02/23/2021	02/23/2021	03/05/2021		03/05/2021	224.84
		. sa. spot postcara print		Acc	count 53310 - P	Printing Totals	Invoice Tr	ansactions	1	\$224.84
				Progran	n 181100 - Ma	rketing Totals	Invoice Tr	ansactions	5	\$1,243.10

Program **182001 - Aquatics - Bryan Pool** Account **53510 - Electrical Services**



223 - Duke Energy	83003730010 0221	18- Electric Charges for January	Paid by Check # 73468	02/22/2021	02/22/2021	02/22/2021	02/22/2021	239.33
	V==-	Januar ,	75.00	Account 53510 - Electrical S	Services Totals	Invoice Transact	tions 1	\$239.33
			Prog	gram 182001 - Aquatics - Bry	an Pool Totals	Invoice Transact	tions 1	\$239.33
Program 182002 - Aquatics - Account 53510 - Electrical Se			~	, ,				·
223 - Duke Energy	83003730010 0221	18- Electric Charges for January	Paid by Check # 73468	02/22/2021	02/22/2021	02/22/2021	02/22/2021	(90.16)
				Account 53510 - Electrical S	Services Totals	Invoice Transact	tions 1	(\$90.16)
			Pro	ogram 182002 - Aquatics - M i	ills Pool Totals	Invoice Transact	tions 1	(\$90.16)
Program 182500 - Frank Sout Account 43220 - Facility Rent								
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	616.15
		lax	39 1 27	Account 43220 - Facility	Rentals Totals	Invoice Transact	tions 1	\$616.15
Account 43260 - Equipment F	Rentals							
204 - State Of Indiana		18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	.00
				Account 43260 - Equipment	Rentals Totals	Invoice Transact	tions 1	\$0.00
Account 53510 - Electrical Se	rvices							
223 - Duke Energy	83003730010 0221	18- Electric Charges for January	Paid by Check # 73468	02/22/2021	02/22/2021	02/22/2021	02/22/2021	7,427.04
				Account 53510 - Electrical S	Services Totals	Invoice Transact	tions 1	\$7,427.04
			Progra	am 182500 - Frank Southern	Center Totals	Invoice Transact	tions 3	\$8,043.19
Program 183500 - Golf Servic Account 43220 - Facility Rent								
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales	Paid by EFT #	02/19/2021	02/19/2021	02/19/2021	02/19/2021	.00
		Tax	39427	Account 43220 - Facility	Rentals Totals	Invoice Transact	tions 1	\$0.00
Account 43260 - Equipment F	Rentals			•				
204 - State Of Indiana		18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	26.79
			33.27	Account 43260 - Equipment	Rentals Totals	Invoice Transact	tions 1	\$26.79
Account 43380 - Other Service	es							
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	10.00
		lax	39 1 27	Account 43380 - Other S	Services Totals	Invoice Transact	tions 1	\$10.00
Account 47110 - Miscellaneou	ıs							
204 - State Of Indiana		18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	.00
				Account 47110 - Miscel	laneous Totals	Invoice Transact	tions 1	\$0.00



Account 52220 - Agricultural S 4383 - Advanced Turf Solutions, INC		18 - Chemicals	Paid by EFT # 39619	02/23/20	21 02/23/2021	03/05/2021	03/05/2021	4,112.86
			1	Account 52220 - Agricultu	ral Supplies Totals	Invoice Tran	sactions 1	\$4,112.86
Account 53510 - Electrical Ser 223 - Duke Energy	vices 83003730010 0221	18- Electric Charges for January	Paid by Check #73468	# 02/22/20 Account 53510 - Electri		02/22/2021 Invoice Tran	02/22/2021 	1,256.07 \$1,256.07
Account 53950 - Landfill								. ,
2260 - Republic Services, INC	0694- 0026864712	18-Landfill March Charges Golf	Paid by EFT # 39718	02/23/20	21 02/23/2021	03/05/2021	03/05/2021	281.25
				Account 539 !	50 - Landfill Totals	Invoice Tran	sactions 1	\$281.25
				Program 183500 - G	olf Services Totals	Invoice Tran	sactions 7	\$5,686.97
Program 184000 - Natural Res	sources							
Account 53160 - Instruction 4337 - Illinois Park & Recreation Association	February 12, 21	18-Illinois Park and Recreation Association	Paid by Check #	# 02/23/20	21 02/23/2021	03/05/2021	03/05/2021	42.00
7458 - People INC	20200730-119B	18- Staff De-escalation Training	Paid by EFT # 39714	02/23/20	21 02/23/2021	03/05/2021	03/05/2021	150.00
		Training	3371.	Account 53160 -	Instruction Totals	Invoice Tran	sactions 2	\$192.00
Account 53510 - Electrical Ser	vices							
223 - Duke Energy	83003730010 0221	18- Electric Charges for January	Paid by Check # 73468	# 02/22/20	21 02/22/2021	02/22/2021	02/22/2021	30.84
				Account 53510 - Electri	cal Services Totals	Invoice Tran	sactions 1	\$30.84
Account 53920 - Laundry and			D:11 FFT "	02/22/20	02/22/2024	02/05/2024	02/05/2024	20.00
4175 - The Stables Events, LLC (Izzy's Rentals)	12328	18-Wapehani and Griffy Restroom Service	Paid by EFT # 39737	02/23/20	21 02/23/2021	03/05/2021	03/05/2021	20.00
		Acc	ount 53920 - La	nundry and Other Sanitati	on Services Totals	Invoice Tran	sactions 1	\$20.00
				Program 184000 - Natura	I Resources Totals	Invoice Tran	sactions 4	\$242.84
Program 186500 - Community Account 53160 - Instruction	Events							
4337 - Illinois Park & Recreation	February 12, 21		Paid by Check #	# 02/23/20	21 02/23/2021	03/05/2021	03/05/2021	102.00
Association 7458 - People INC	20200730-119B	Recreation Association 18- Staff De-escalation Training	73478 Paid by EFT # 39714	02/23/20	21 02/23/2021	03/05/2021	03/05/2021	240.00
		Training	33711	Account 53160 -	Instruction Totals	Invoice Tran	sactions 2	\$342.00
				Program 186500 - Commu	nity Events Totals	Invoice Tran	sactions 2	\$342.00
Program 187001 - Adult Sport Account 53160 - Instruction	s-Softball							
4337 - Illinois Park & Recreation Association	February 12, 21	18-Illinois Park and Recreation Association	Paid by Check #73478	# 02/23/20	21 02/23/2021	03/05/2021	03/05/2021	42.00



				Account 53160 - Ins	truction Totals	Invoice Transa	ctions 1	\$42.00
Account 53170 - Mgt. Fee, Co								
535 - USA Softball, INC		Allied/Affiliated Member	•	02/23/2021	02/23/2021	03/05/2021	03/05/2021	500.00
	2	annual fee Acc	73490 ount 53170 - Ma	t. Fee, Consultants, and Wo	rkshops Totals	Invoice Transa	ctions 1	\$500.00
Account 53510 - Electrical Se	rvices							7-2-2-2
223 - Duke Energy	83003730010 0221	18- Electric Charges for January	Paid by Check # 73468	02/22/2021	02/22/2021	02/22/2021	02/22/2021	1,761.81
				Account 53510 - Electrical S	Services Totals	Invoice Transa	ctions 1	\$1,761.81
Account 53950 - Landfill 2260 - Republic Services, INC	0694-002687138	18-Landfill March	Paid by EFT #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	250.00
	Charges TLSP		39718					+250.00
			_	Account 53950 -		Invoice Transa		\$250.00
			Pro	gram 187001 - Adult Sports-	Softball Totals	Invoice Transa	ctions 4	\$2,553.81
Program 187202 - Youth Spor Account 52420 - Other Suppli								
6996 - 10-S Tennis Supply (Fast		Annual tennis net and	Paid by EFT #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	1,459.33
Dry Corporation)		center strap order	39618	Account 52420 - Other S	Supplies Totals	Invoice Transa	ctions 1	\$1,459.33
Account 53510 - Electrical Se	rvices							
223 - Duke Energy	83003730010 0221	18- Electric Charges for January	Paid by Check # 73468	02/22/2021	02/22/2021	02/22/2021	02/22/2021	957.26
		·		Account 53510 - Electrical S	Services Totals	Invoice Transa	ctions 1	\$957.26
			Progr	ram 187202 - Youth Sports-\	Winslow Totals	Invoice Transa	ctions 2	\$2,416.59
Program 187208 - Youth Spor								
Account 53510 - Electrical Ser	rvices 83003730010	18- Electric Charges for	Daid by Charle #	02/22/2021	02/22/2021	02/22/2021	02/22/2021	227.42
223 - Duke Energy	0221	January	Paid by Check # 73468	02/22/2021	02/22/2021	02/22/2021	02/22/2021	227.42
		•		Account 53510 - Electrical S	Services Totals	Invoice Transa	ctions 1	\$227.42
			Pr	ogram 187208 - Youth Sport	s-Olcott Totals	Invoice Transa	ctions 1	\$227.42
Program 187500 - Banneker								
Account 43220 - Facility Rent 204 - State Of Indiana		10 January 2021 Calco	Daid by EET #	02/19/2021	02/19/2021	02/10/2021	02/10/2021	150.47
204 - State Of Indiana	January 2021 31	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	150.47
				Account 43220 - Facility	Rentals Totals	Invoice Transa	ctions 1	\$150.47
Account 53160 - Instruction								
7458 - People INC	20200730-119B	18- Staff De-escalation	Paid by EFT #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	60.00
		Training	39714	Account 53160 - Ins	truction Totals	Invoice Transa	ctions 1	\$60.00
Account 53510 - Electrical Se	rvices							,



223 - Duke E	Energy	83003730010 0221	18- Electric Charges for January	Paid by Check # 73468	02	2/22/2021	02/22/2021	02/22/2021	02/22/2021	608.32
		0221	January	75400	Account 53510 - E	Electrical S	ervices Totals	Invoice Transaction	ons 1	\$608.32
					Program 18	8 7500 - B a	nneker Totals	Invoice Transaction	ons 3	\$818.79
Program 189	000 - Operations				3					•
9	10 - Institutional									
313 - Fasten	al Company	INBLM222661	18-disinfectant cleaner	Paid by EFT # 39665	02	2/23/2021	02/23/2021	03/05/2021	03/05/2021	225.21
394 - Kleindo Variety	orfer Hardware &	657637	18-hard hat for Tim Street	Paid by EFT # 39693	02	2/23/2021	02/23/2021	03/05/2021	03/05/2021	13.29
				Acc	count 52210 - Inst	itutional S	upplies Totals	Invoice Transaction	ons 2	\$238.50
	30 - Garage and									
476 - Southe INC (Napa Au	ern Indiana Parts, ito Parts)	349309	18-Exactfit	Paid by EFT # 39727	02	2/23/2021	02/23/2021	03/05/2021	03/05/2021	20.10
	ern Indiana Parts,	349584	18-Deep Creep to loosen bolts	Paid by EFT # 39727	02	2/23/2021	02/23/2021	03/05/2021	03/05/2021	6.99
INC (Napa Ac	ito i di taj		Doics		52230 - Garage ar	nd Motor S	upplies Totals	Invoice Transaction	ons 2	\$27.09
	10 - Building Mai						/ / /			
394 - Kleindo Variety	orfer Hardware &	706319	18-for SYMB light job	Paid by EFT # 39693	02	2/23/2021	02/23/2021	03/05/2021	03/05/2021	10.99
				Account 5231	.0 - Building Mate	rials and S	upplies Totals	Invoice Transaction	ons 1	\$10.99
	40 - Other Repai		nce							
5415 - Allied		5623618	18-white motion sensor	Paid by EFT # 39621	02	2/23/2021	02/23/2021	03/05/2021	03/05/2021	47.29
Electrical Sup 5763 - Mirac		830733	18-Replacement rope	Paid by EFT #	02	/23/2021	02/23/2021	03/05/2021	03/05/2021	1,026.86
Equipment Co	ompany		ladder for Lower CC's	39701						
				Account 5234	0 - Other Repairs	and Maint	enance Totals	Invoice Transaction	ons 2	\$1,074.15
Account 524 : 313 - Fasten	20 - Other Suppl i al Company	ies INBLM222571	18-Batteries, do not	Paid by EFT #	02	2/23/2021	02/23/2021	03/05/2021	03/05/2021	126.61
313 Tusteri	ar company	1110211222371	enter tape, duct tape	39665	02,	., 23, 2021	02,23,2021	03/03/2021	03/03/2021	120101
313 - Fasten	al Company	INBLM222684	18-lrg ind multi tool	Paid by EFT # 39665	02	2/23/2021	02/23/2021	03/05/2021	03/05/2021	104.13
	orfer Hardware &	706970	18-latch shield for door,	Paid by EFT #	02	2/23/2021	02/23/2021	03/05/2021	03/05/2021	17.48
Variety			electrical tape	39693	Account 52420	0 - Other S	upplies Totals	Invoice Transaction	ons 3	\$248.22
	30 - Uniforms an									
798 - Winter		113589	18-(4) logo'd items for	Paid by EFT #	02	2/23/2021	02/23/2021	03/05/2021	03/05/2021	152.19
Promodonal I	Products, INC		new Ops Division	39751	Account 52430 - U	niforms an	d Tools Totals	Invoice Transaction	ons 1	\$152.19
Account 531	60 - Instruction									
4337 - Illinoi Association	s Park & Recreation	February 12, 21	18-Illinois Park and Recreation Association	Paid by Check # 73478	02	2/23/2021	02/23/2021	03/05/2021	03/05/2021	63.00



Account 53510 - Electrical Services 223 - Duke Energy 83003730010 18- Electric Charges for 0221 January 73468 Account 53920 - Laundry and Other Sanitation Services 19171 - Aramark Uniform & 001824720842 18-Uniform & mat Career Apparel Group, INC cleaning services 39624 Account 53160 - Instruction Totals Invoice Transactions 1 Account 53160 - Instruction Totals Invoice Transactions 1 02/22/2021 02/22/2021 02/22/2021 02/22/2021 02/22/2021 02/22/2021 02/22/2021 02/22/2021 02/22/2021 02/22/2021 02/22/2021 02/22/2021 02/22/2021 03/05/2021 03/05/2021	\$63.00 3,116.84 \$3,116.84 21.31 21.31
223 - Duke Energy 83003730010 18- Electric Charges for Paid by Check # 02/22/2021 02/22/	\$3,116.84 21.31 21.31
0221 January 73468 Account 53920 - Laundry and Other Sanitation Services 19171 - Aramark Uniform & 001824720842 18-Uniform & mat Paid by EFT # 02/23/2021 02/23/2021 03/05/2021 03/05/2021	\$3,116.84 21.31 21.31
Account 53510 - Electrical Services Totals Invoice Transactions 1 Account 53920 - Laundry and Other Sanitation Services 19171 - Aramark Uniform & 001824720842 18-Uniform & mat Paid by EFT # 02/23/2021 02/23/2021 03/05/2021 03/05/2021	21.31 21.31
19171 - Aramark Uniform & 001824720842 18-Uniform & mat Paid by EFT # 02/23/2021 02/23/2021 03/05/2021 03/05/2021	21.31
19171 - Aramark Uniform & 001824720842 18-Uniform & mat Paid by EFT # 02/23/2021 02/23/2021 03/05/2021 03/05/2021	21.31
Career Apparei Group, INC cleaning services 39624	
19171 - Aramark Uniform & 0010824730392 18-Uniform & mat Paid by EFT # 02/23/2021 02/23/2021 03/05/2021 03/05/2021	640.00
Career Apparel Group, INC cleaning services 39624 4175 - The Stables Events, LLC 12327 18-Pumping & of (9) port-Paid by EFT # 02/23/2021 02/23/2021 03/05/2021 03/05/2021 03/05/2021	640.00
(Izzy's Rentals) a-lets 39737	
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 3	\$682.62
Account 53950 - Landfill	
50636 - Ben Tire Distributors, 290025581 18-Disposal of old tires Paid by EFT # 02/23/2021 02/23/2021 03/05/2021 03/05/2021 LTD (Neal's Hoosier Tire) from equipment & found 39629	30.00
in parks 50636 - Ben Tire Distributors, 290025585 18-Disposal of old tires Paid by EFT # 02/23/2021 02/23/2021 03/05/2021 03/05/2021 03/05/2021	30.00
LTD (Neal's Hoosier Tire) from equipment & found 39629 in parks	
52226 - Hoosier Transfer 3140-000018706 18-1.93 tons old railroad Paid by EFT # 02/23/2021 02/23/2021 03/05/2021 03/05/2021 03/05/2021 Station-3140 timbers from Butler 39677	128.06
60 - Monroe County Solid Waste 2021-2 18-Disposal of Paid by Check # 02/23/2021 02/23/2021 03/05/2021 03/05/2021	227.59
Management District flourescent bulbs & 73485 Account 53950 - Landfill Totals Invoice Transactions 4	\$415.65
Account 53990 - Other Services and Charges	
53125 - Mr. Copy, INC 35092 18-(4) 2-sided copies on Paid by EFT # 02/23/2021 02/23/2021 03/05/2021 03/05/2021	157.50
Revlar paper (vehicle 39705 Account 53990 - Other Services and Charges Totals Invoice Transactions 1	\$157.50
Program 189000 - Operations Totals Invoice Transactions 21	\$6,186.75
Program 189006 - Switchyard Property	
Account 52310 - Building Materials and Supplies 4574 - John Deere Financial C53325 18- SYP Pet Friendly Ice Paid by Check # 02/23/2021 02/23/2021 03/05/2021 03/05/2021 03/05/2021	24.95
(Rural King) Melt-2/11/21 73483 4394 - Richardson Enterprises INV-52315 18-(6) 18"x12" aluminum Paid by EFT # 02/23/2021 02/23/2021 03/05/2021 03/05/2021	435.21
of Blgtn,LLC (FastSigns) signs & (3) 7"x10" vinyl 39719	133.21
decals for S18- Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2	\$460.16
Account 52420 - Other Supplies	
7373 - Calpipe Industries, LLC B06448 18 SYP Bollard Triangular Paid by EFT # 02/23/2021 02/23/2021 03/05/2021 03/05/2021	165.00
Keys 39641 51857 - Flex-Pac, INC I293511-01 18 SYP FiberPro Gum Paid by Check # 02/23/2021 02/23/2021 03/05/2021 03/05/2021	59.65
Remover 73476	



Invoice Date Range 02/17/21 - 03/05/21

394 - Kleindorfer Hardware &	706895	18 SYP LANDSCAPE	Paid by EFT #	02	/23/2021	02/23/2021	03/05/2021	03/05/2021	23.98
Variety 5819 - Synchrony Bank	589596549747	Shove Handles 18 SYP Bobrick 33043	39693 Paid by EFT #	02	/23/2021	02/23/2021	03/05/2021	03/05/2021	6.96
		Cat 74 Key for Towel	39732	Account 5242(0 - Other S	Supplies Totals	Invoice Trans	sactions 4	\$255.59
Account 53160 - Instruction									
7458 - People INC	20200730-119B	18- Staff De-escalation Training	Paid by EFT # 39714	02	/23/2021	02/23/2021	03/05/2021	03/05/2021	30.00
		Trailing	33/14	Account 53	3160 - Inst	truction Totals	Invoice Trans	actions 1	\$30.00
Account 53510 - Electrical Se		10 51 61	D : 11		(00 (000)	00/00/0004	00/00/0004	00/00/0004	2 070 07
223 - Duke Energy	83003730010 0221	18- Electric Charges for January	Paid by Check # 73468	02	/22/2021	02/22/2021	02/22/2021	02/22/2021	3,070.37
		·		Account 53510 - E	Electrical S	Services Totals	Invoice Trans	sactions 1	\$3,070.37
Account 53990 - Other Servic 912 - Central Security Systems,		18 SYP Pavilion	Paid by EFT #	02	/23/2021	02/23/2021	03/05/2021	03/05/2021	147.00
INC		Commerical Fire Alarm	39646						
						Charges Totals	Invoice Trans		\$147.00
			Pr	ogram 189006 - Sw	itchyard P	roperty lotals	Invoice Trans	sactions 9	\$3,963.12
Program 189500 - Landscapi Account 52420 - Other Suppl i									
394 - Kleindorfer Hardware &		18-hose, spray wand,	Paid by EFT #	02	/23/2021	02/23/2021	03/05/2021	03/05/2021	36.47
Variety		hose ends	39693	Account 5242 (0 - Other S	Supplies Totals	Invoice Trans	sactions 1	\$36.47
Account 53160 - Instruction									
4337 - Illinois Park & Recreation Association	n February 12, 21		Paid by Check #	ė 02	/23/2021	02/23/2021	03/05/2021	03/05/2021	21.00
ASSOCIATION		Recreation Association	73478 Account 53160 - Instruction			truction Totals	Invoice Trans	\$21.00	
				Program 1895	500 - Land	scaping Totals	Invoice Trans	sactions 2	\$57.47
Program 189501 - Cemeterie									
Account 53510 - Electrical Se 223 - Duke Energy	rvices 83003730010	18- Electric Charges for	Paid by Check #	£ 02	/22/2021	02/22/2021	02/22/2021	02/22/2021	402.66
223 Dake Energy	0221	January	73468						
				Account 53510 - E	Electrical S	Services Totals	Invoice Trans	sactions 1	\$402.66
				Program 189	9501 - Cem	neteries Totals	Invoice Trans	sactions 1	\$402.66
Program 189503 - Urban Fore									
Account 52430 - Uniforms an 4574 - John Deere Financial	C60452	18-Carhart jacket for new	Paid by Check #	£ 02	/23/2021	02/23/2021	03/05/2021	03/05/2021	29.93
(Rural King)		Laborer II-2/17/21	73483						
				Account 52430 - U	пітоrms an	ia ioois iotals	Invoice Trans	sactions 1	\$29.93

Account **53160 - Instruction**



4337 - Illinois Park & Recreatio Association	n February 12, 21	18-Illinois Park and Recreation Association	Paid by Check # 73478	02/23/2021	02/23/2021	03/05/2021	03/05/2021	21.00
7.0500141.011		recirculon / bootiation	75.76	Account 53160 - Ins	truction Totals	Invoice Trans	sactions 1	\$21.00
				Program 189503 - Urban I	Forestry Totals	Invoice Trans	sactions 2	\$50.93
			0	Department 18 - Parks & Red	creation Totals	Invoice Trans	sactions 72	\$34,770.64
			Fund 200 - F	Parks and Recreation Gen	(S1301) Totals	Invoice Trans	sactions 72	\$34,770.64
Fund 201 - Parks and Rec No Department 18 - Parks & Rec Program 181100 - Marketing Account 53990 - Other Servic 129 - FedEx Office and Print	reation	18-Goat Farm schematic	Doid by EET #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	13.20
Service, INC	021100041939	print/mount for	39666	02/23/2021	02/23/2021	03/03/2021	03/03/2021	
			Account 53	3990 - Other Services and	Charges Totals	Invoice Trans	sactions 1	\$13.20
				Program 181100 - M a	arketing Totals	Invoice Trans	sactions 1	\$13.20
Program 182500 - Frank Sou Account 43270 - Registration Bloomington Parks Bl Parks Bloomington Parks Foundation		18-Refunds	Paid by Check # 73493	02/23/2021	02/23/2021	03/05/2021	03/05/2021	28.69
Ken Davis	2021-00000172	18-Refunds	Paid by Check #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	30.00
Thomas Fallis	2021-00000188	18-Refunds	73497 Paid by Check # 73498	02/23/2021	02/23/2021	03/05/2021	03/05/2021	5.06
Andreas Foerster	2021-00000175	18-Refunds	Paid by Check # 73499	02/23/2021	02/23/2021	03/05/2021	03/05/2021	67.50
Maggie Guschwan	2021-00000173	18-Refunds	Paid by Check # 73501	02/23/2021	02/23/2021	03/05/2021	03/05/2021	30.00
Jung Eun Jeon	2021-00000174	18-Refunds	Paid by Check # 73502	02/23/2021	02/23/2021	03/05/2021	03/05/2021	30.00
Jessica Monroe	2021-00000177	18-Refunds	Paid by Check # 73503	02/23/2021	02/23/2021	03/05/2021	03/05/2021	33.75
Kaori Roberts	2021-00000171	18-Refunds	Paid by Check # 73504	02/23/2021	02/23/2021	03/05/2021	03/05/2021	30.00
Megan Shaw	2021-00000176	18-Refunds	Paid by Check # 73505	02/23/2021	02/23/2021	03/05/2021	03/05/2021	33.75
				Account 43270 - Registrat i	ion Fees Totals	Invoice Trans	sactions 9	\$288.75
			Progran	m 182500 - Frank Southerr	Center Totals	Invoice Trans	sactions 9	\$288.75
Program 183500 - Golf Service								
Account 43220 - Facility Ren Bloomington Garden C Ann Bloomington Garden Club	2021-00000199	18-Refunds	Paid by Check # 73492	02/23/2021	02/23/2021	03/05/2021	03/05/2021	225.00
2.30mmgcm Surden Glub			. 3 . 3 .	Account 43220 - Facility	Rentals Totals	Invoice Tran	sactions 1	\$225.00



Account 43290 - Concessions 204 - State Of Indiana		18-January 2021 Sales Tax	Paid by EFT #	02/19/2021	02/19/2021	02/19/2021	02/19/2021	3.64
			33.2	Account 43290 - Conc	cessions Totals	Invoice Trans	actions 1	\$3.64
				Program 183500 - Golf S	Services Totals	Invoice Trans	actions 2	\$228.64
Program 183501 - Golf Cours Account 43340 - Pro Shop Sa								
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	21.19
				Account 43340 - Pro Sho	op Sales Totals	Invoice Trans	actions 1	\$21.19
Account 52330 - Street , Alle								
4072 - Acushnet Company	910258334	18-pro shop items	Paid by Check # 73471	02/23/2021	02/23/2021	03/05/2021	03/05/2021	828.00
4072 - Acushnet Company	910303848	18-pro shop items	Paid by Check # 73471	02/23/2021	02/23/2021	03/05/2021	03/05/2021	1,011.36
4072 - Acushnet Company	910305928	18-pro shop items	Paid by Check # 73471	02/23/2021	02/23/2021	03/05/2021	03/05/2021	290.82
4072 - Acushnet Company	910278168	18-pro shop items	Paid by Check # 73471	02/23/2021	02/23/2021	03/05/2021	03/05/2021	900.00
				Street , Alley, and Sewer I	Material Totals	Invoice Trans	actions 4	\$3,030.18
			Progran	m 183501 - Golf Course - P	ro Shop Totals	Invoice Trans	actions 5	\$3,051.37
Program 184000 - Natural Re Account 53990 - Other Service 121 - Eco Logic, LLC		18-Griffy Lake Deer	Paid by EFT #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	1,937.35
121 Leo Logie, LLe	1005	Browse Monitoring	39660	02/23/2021	02/25/2021	03/03/2021	03/03/2021	
			Account 53	8990 - Other Services and (Charges Totals	Invoice Trans	actions 1	\$1,937.35
			Pro	ogram 184000 - Natural Re	sources Totals	Invoice Trans	actions 1	\$1,937.35
Program 184500 - Youth Serv Account 43220 - Facility Ren								
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	10.72
				Account 43220 - Facility	Rentals Totals	Invoice Trans	actions 1	\$10.72
Account 53510 - Electrical Se	ervices							
223 - Duke Energy	83003730010 0221	18- Electric Charges for January	Paid by Check # 73468	02/22/2021	02/22/2021	02/22/2021	02/22/2021	213.69
			,	Account 53510 - Electrical S	Services Totals	Invoice Trans	actions 1	\$213.69
			Program 1	84500 - Youth Services -Ju	uke Box Totals	Invoice Trans	actions 2	\$224.41
Program 185000 - Twin Lake Account 43220 - Facility Ren		nter						
204 - State Of Indiana		18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	120.47



				Account 43220 - Facility	Rentals Totals	Invoice Trans	sactions 1	\$120.47
Account 43240 - Season Pass Anthony Gonzalez	ses/Memberships 2021-00000196		Paid by Check #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	55.00
Andiony Gonzalez	2021 00000130	10 Nerunus	73500			03/03/2021	03/03/2021	
			Account 432	240 - Season Passes/Memb	erships Totals	Invoice Trans	sactions 1	\$55.00
Account 52210 - Institutional 9269 - Ferguson Facilities	1 Supplies 0259295-1	18-foam hand cleaner	Paid by EFT #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	71.01
Supply, HP Products #3400	0233233 1	10 rodin nana cicaner	39667 [°]	, ,			<u> </u>	
			Acco	ount 52210 - Institutional S	Supplies Totals	Invoice Trans	sactions 1	\$71.01
Account 52310 - Building Mat 294 - All-Phase Electric Supply,		ies 18-flat panel color/power	Paid by FFT #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	208.00
INC	0, 10 1001101	20 pae. co.o., poe.	39620 [°]	, ,			<u> </u>	
			Account 52310	- Building Materials and S	Supplies Totals	Invoice Trans	sactions 1	\$208.00
Account 53510 - Electrical Se 223 - Duke Energy	83003730010	18- Electric Charges for	Paid by Check #	02/22/2021	02/22/2021	02/22/2021	02/22/2021	2,579.14
	0221	January	73468	, ,				,
				Account 53510 - Electrical S	Services Totals	Invoice Trans	sactions 1	\$2,579.14
Account 53610 - Building Rep 138 - Gooldy & Sons, INC	pairs H 1822	18 - TLRC Water	Paid by EFT #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	90.00
FOCEZ Discounts INC	2001220	Fountain Repair	39670	02/22/2021	02/22/2021	03/05/3031	02/05/2021	70.63
53657 - Plymate, INC	2991329	18 - TLRC Entry Mat Service	Paid by EFT # 39715	02/23/2021	02/23/2021	03/05/2021	03/05/2021	78.62
				Account 53610 - Building	Repairs Totals	Invoice Trans	sactions 2	\$168.62
Account 53950 - Landfill 2260 - Republic Services, INC	0604 002697617	18-Landfill March TLRC	Paid by EFT #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	225.00
2200 - Republic Services, INC	0094-002067017	10-Landini March TERC	39718	02/23/2021	02/23/2021	03/03/2021	03/03/2021	
				Account 53950 -	Landfill Totals	Invoice Trans	sactions 1	\$225.00
			Program 1850 (00 - Twin Lakes Recreation	Center Totals	Invoice Trans	sactions 8	\$3,427.24
Program 185002 - TLRC-Heal Account 53940 - Temporary (ovee						
6161 - Morgan Ashley Banks	021821	18-TLRC Fitness	Paid by EFT #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	250.00
7276 - Kaitlyn Clementi	021521	Specialist 18-TLRC Fitness	39626 Paid by EFT #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	105.00
•		Specialist	39651	02/23/2021			03/03/2021	
7207 - Ayaa Elgoharry	021821	18-TLRC Fitness Specialist	Paid by EFT # 39661	02/23/2021	02/23/2021	03/05/2021	03/05/2021	125.00
7086 - Rivkah L Moore	021921	•	Paid by EFT #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	187.50
1973 - Megan M Stark	021921	Instructor Pay 18-TLRC - Personal	39704 Paid by EFT #	02/23/2021	02/23/2021	03/05/2021	03/05/2021	45.00
1373 Hogan Hotalik	021921	Training payment	39730 [°]				· · ·	
				Temporary Contractual En	. ,	Invoice Trans	_	\$712.50
			Program	185002 - TLRC-Health & W	/eliness Totals	Invoice Trans	sactions 5	\$712.50



Invoice Date Range 02/17/21 - 03/05/21

Program 185006 - TLRC-Concessions

Account 43290 - Concessions	essions							
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	10.39
		Tux	33 127	Account 43290 - Cond	cessions Totals	Invoice Transacti	ions 1	\$10.39
Account 43300 - Vending								
204 - State Of Indiana	January 2021 ST	18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	5.11
				Account 43300 - 	Vending Totals	Invoice Transacti	ions 1	\$5.11
				Program 185006 - TLRC-Cond	cessions Totals	Invoice Transacti	ions 2	\$15.50
Program 186503 - Community Account 53310 - Printing	Events-Farmers	s' Market						
5387 - Creative Graphics, INC (dba Baugh Enterprises)	9259	18- Farmers Market Handbook	Paid by EFT # 39653	02/23/2021	02/23/2021	03/05/2021	03/05/2021	131.00
(aba baagii Enterprises)		Hanabook	37033	Account 53310 -	Printing Totals	Invoice Transacti	ions 1	\$131.00
		Pro	gram 186503 -	- Community Events-Farmers'	Market Totals	Invoice Transacti	ions 1	\$131.00
Program 186506 - Performing	Art Series							
Account 53310 - Printing	100011	10.010	5	00/00/0004	00 (00 (000)	00/05/0004	00/05/0004	466.06
2895 - Rapid Reproductions, INC	103244	18-PAS sponsor banner for front of mobile stage	Paid by EFT # 39717	02/23/2021	02/23/2021	03/05/2021	03/05/2021	166.26
		Tor Home of Mobile stage	33, 1,	Account 53310 -	Printing Totals	Invoice Transacti	ions 1	\$166.26
Account 53990 - Other Service	_							
683 - In The Dark Enterprises, INC (The Ryder)	1812PK	18- Movie License for Disney Movie Night	Paid by EFT # 39679	02/23/2021	02/23/2021	03/05/2021	03/05/2021	175.00
INC (THE Ryder)		Disiley Movie Nigrit		53990 - Other Services and	Charges Totals	Invoice Transacti	ions 1	\$175.00
			Pro	ogram 186506 - Performing Ar	t Series Totals	Invoice Transacti	ions 2	\$341.26
Program 187001 - Adult Sport Account 43220 - Facility Rent								
204 - State Of Indiana		18-January 2021 Sales Tax	Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	106.18
		Tux	33 127	Account 43220 - Facility	Rentals Totals	Invoice Transacti	ions 1	\$106.18
			Pr	ogram 187001 - Adult Sports-	Softball Totals	Invoice Transacti	ions 1	\$106.18
Program 189003 - Operations	-							
Account 43220 - Facility Rent 204 - State Of Indiana		18-January 2021 Sales	Paid by EFT #	02/19/2021	02/19/2021	02/19/2021	02/19/2021	22.08
		Tax	39427	Account 43220 - Facility	Rentals Totals	Invoice Transacti	ions 1	\$22.08
			Progran	n 189003 - Operations-Open \$		Invoice Transacti	ions 1	\$22.08
			9					•

Program 189006 - Switchyard Property Account 43220 - Facility Rentals



January 2021 ST	18-January 2021 Sales
	Tax

Paid by EFT # 39427	02/19/2021	02/19/2021	02/19/2021	02/19/2021	58.44
	Account 43220 - Facility	Rentals Totals	Invoice Trans	sactions 1	\$58.44
Progra	am 189006 - Switchyard F	Property Totals	Invoice Trans	sactions 1	\$58.44
D	epartment 18 - Parks & Re	creation Totals	Invoice Trans	sactions 41	\$10,557.92
Fund 20	1 - Parks and Rec Non Re	everting Totals	Invoice Trans	sactions 41	\$10,557.92
		Grand Totals	Invoice Trans	sactions 113	\$45,328.56

REGISTER OF CLAIMS

Board: Parks & Recreation

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
3/5/2021	Claims				45,328.56
					45,328.56
		ALLOWANCE OF CLA	AIMS		
claims, and e	mined the claims listed on the fore xcept for the claims not allowed as of 45,328.56				
Dated this	day of year o	of 20			
			_		
	y that each of the above listed vouc vith IC 5-11-10-1.6.	cher(s) or bill(s) is (are) true and o	correct and I have audited same	e in	
	1	Fiscal Office			



				Held Reas				Receiv ed		
Vendor	Invoice No.	Invoice Description	Status	on	Invoice Date	Due Date	G/L Date	Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen	(S1301)									
Account 10000 - Cash										
4170 - Comcast Cable Communications,	1190943794	18-Cable Cascades Golf	Paid by Check #		03/08/2021	03/08/2021	03/10/2021		03/10/2021	(187.22)
INC	0321	Course	73529							
222 - Vectren	02524097320303 21	18-Natural Gas February Charges Adams St	Paid by Check # 73542		03/08/2021	03/08/2021	03/10/2021		03/10/2021	(207.99)
222 - Vectren		18-Natural Gas February Charges Mills	Paid by Check # 73542		03/08/2021	03/08/2021	03/10/2021		03/10/2021	(46.20)
222 - Vectren	21501905570305	18-Natural Gas February	Paid by Check #		03/08/2021	03/08/2021	03/10/2021		03/10/2021	(38.99)
222 - Vectren	21 21546282490305	Charges Rosehill 7 18-Natural Gas February	73542 Paid by Check #		03/08/2021	03/08/2021	03/10/2021		03/10/2021	(34.09)
222 - Vectren	21 11546255130305	Charges Rosehill 9 18-Natural Gas February	73542 Paid by Check #		03/08/2021	03/08/2021	03/10/2021		03/10/2021	(68.63)
TEE VOCACII	21	Charges Golf	73542		03,00,2021	03,00,2021	03/10/2021		05/10/2021	(00.00)
222 - Vectren	03507450060305	18-Natural Gas February	Paid by Check #		03/08/2021	03/08/2021	03/10/2021		03/10/2021	(277.64)
222 - Vectren	21 02505732280310	Charges BCC 18-Natural Gas February	73542 Paid by Check #		03/08/2021	03/08/2021	03/10/2021		03/10/2021	(405.13)
222 - Vectren	21 02507551660310	Charges FSC 18-Natural Gas February	73542 Paid by Check #		03/08/2021	03/08/2021	03/10/2021		03/10/2021	(46.00)
222 - Vectren	21 02560439680310	Charges PB 18-Natural Gas February	73542 Paid by Check #		03/08/2021	03/08/2021	03/10/2021		03/10/2021	(443.90)
	21	Charges SYP	73542				,,		,,	(1.5.55)
222 - Vectren	02551894740310 21	18-Natural Gas February Charges SYPMB	Paid by Check # 73542		03/08/2021	03/08/2021	03/10/2021		03/10/2021	(164.98)
4660 - A.M. Leonard, INC	CI21148416	18-rakes, soil knife &	Paid by EFT #		03/09/2021	03/09/2021	03/19/2021		03/19/2021	(582.03)
4660 - A.M. Leonard, INC	CI21151650	pruner, lopper 18-soil knife & pruner kit	•		03/09/2021	03/09/2021	03/19/2021		03/19/2021	(635.04)
5415 - Allied Wholesale Electrical Supply,	5626595	18-SYMB: (4) lights, (2)	39783 Paid by EFT #		03/09/2021	03/09/2021	03/19/2021		03/19/2021	(417.78)
LLC		sensors & misc. electrical	39785						, ,	,
5415 - Allied Wholesale Electrical Supply, LLC	5627103	18-LED lights/whip	Paid by EFT # 39785		03/09/2021	03/09/2021	03/19/2021		03/19/2021	(510.44)
5415 - Allied Wholesale Electrical Supply,	5625573	18-SYMB: (12) 4' LED	Paid by EFT #		03/09/2021	03/09/2021	03/19/2021		03/19/2021	(732.19)
LLC 5415 - Allied Wholesale Electrical Supply,	5627338	lights, 6' metal whips, (2) 18-Ceiling lights &	39785 Paid by EFT #		03/09/2021	03/09/2021	03/19/2021		03/19/2021	(189.32)
LLC 50335 - Aquatic Control, INC	193131	electrical materials: SYMB 18-Griffy Lake AVMP	39785 Paid by EFT #		03/09/2021	03/09/2021	03/19/2021		03/19/2021	(700.00)
		··· / ··· · · · · · · ·	39789		,,	,,	,,		,,	(. 22.20)
19171 - Aramark Uniform & Career Apparel Group, INC	1824739949	18-Uniform & mat cleaning services	Paid by EFT # 39790		03/09/2021	03/09/2021	03/19/2021		03/19/2021	(21.31)
50636 - Ben Tire Distributors, LTD (Neal's	290026237	18-4 tires for JD @ Olcott	Paid by EFT #		03/09/2021	03/09/2021	03/19/2021		03/19/2021	(148.86)
Hoosier Tire)		and Cascades	39797							



50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290026382	18-Disposal of old tires from equipment & found	Paid by EFT # 39797	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(30.00)
409 - Black Lumber Co. INC	465499	18-materials for shop &	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(405.96)
409 - Black Lumber Co. INC	465855	truck 808 18-Materials for Nancys	39800 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(437.36)
1352 - Cornerstone Planning & Design	21-00S	room & landscaping room 18- 2021 Project	39800 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(472.00)
INC	0245	Management Services	39823	02/00/2024	02/00/2024	02/10/2021	02/10/2021	(456 50)
5387 - Creative Graphics, INC (dba Baugh	9315	18-postage to mail	Paid by EFT # 39824	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(156.50)
Enterprises) 818 - Everywhere Signs, LLC	57173	Winter Wander beanies 18 - Tennis Court Sign	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(140.00)
ere grand and a signar and	3,1,3	10 Termio court sign	39835	03/03/2021	03/03/2021	03/13/2021	00/15/2021	(110100)
313 - Fastenal Company	INBLM222818	8-Custodial supplies for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021 (1,157.17)
		shelters/restrooms & PPE						
313 - Fastenal Company	INBLM222819	8-Custodial supplies for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(92.74)
212 Eastonal Company	TNDI MANAGA	shelters/restrooms & PPE		02/00/2021	02/00/2021	02/10/2021	02/10/2021	(07.96)
313 - Fastenal Company	INBLM222862	18-black latex gloves	Paid by EFT # 39836	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(97.86)
313 - Fastenal Company	INBLM222659	18-black trash can liners	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021 (1,337.89)
515 Tasterial Company	THE ILLEGES	To black tradit carr intere	39836	03/03/2021	03/03/2021	03/13/2021	(00) 10) 2021	1,557 1057
9269 - Ferguson Facilities Supply, HP	0265653-1	18-trash bags	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(204.20)
Products #3400			39837					
9269 - Ferguson Facilities Supply, HP	0265653		Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(204.20)
Products #3400	1607225055	shelters/restrooms & PPE		02/00/2024	02/00/2024	02/10/2021	02/10/2021	(662.50)
3560 - First Financial Bank / Credit Cards	160/225055	18-ISA Tree Risk	Paid by Check # 73550	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(662.50)
3560 - First Financial Bank / Credit Cards	220997	-	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(110.00)
5500 Trist Findricial Bank / Credit Cards	220337	10 Online Courses/ nater	73550	03/03/2021	03/03/2021	03/13/2021	03/13/2021	(110.00)
3560 - First Financial Bank / Credit Cards	1607225055-	18-Rend for ISA Tree	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	37.50
	Refun	Assessment	73550					
3560 - First Financial Bank / Credit Cards	58105654351590	18-Monthly Walmart	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(15.81)
	5	Supply Shopping	73550					(222.22)
3560 - First Financial Bank / Credit Cards	AL0817WB21	18-Diseases and Pest of	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(225.00)
3560 - First Financial Bank / Credit Cards	AL0817WR21a	Trees 18-Diseases and Pest of	73550 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(225.00)
5500 - Tilst Financial Bank / Credit Cards	ALOOT/ WDZ1a	Trees	73550	03/03/2021	03/03/2021	03/13/2021	03/13/2021	(223.00)
4568 - Forestry Suppliers, INC	845955-00	18-AAS water sampling	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(197.11)
,,		supplies	39841	, ,	,,	, -, -	, -, -	(-)
4568 - Forestry Suppliers, INC	842294-00	18-(1) pr hip waiters for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(82.44)
		Lower CC's stationary	39841					
4698 - Indiana Lakes Management	01682	18-ILMS Membership	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(70.00)
Society, INC	2.42	Renewal & Conference	73554	02/00/2021	02/00/2021	02/10/2021	02/10/2021	(50.00)
203 - INDIANA UNIVERSITY	343	18-School of Public Health Spring 2021	Paid by Check # 73558	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(50.00)
231 - IU Health OCC Health Services	00114962-00	18- DOT drug screening	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(47.00)
		0. 0.05 00.0011119	39859	,,	, 00, -0-1	,,	,,	()



231 - IU Health OCC Health Services	00114961-00	18- Hep B vaccine	Paid by EFT # 39859	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(121.00)
3958 - Kenney Outdoor Solutions, Corp	X15014	18 - Bed Knifes and Misc		03/09/2021	03/09/2021	03/19/2021	03/19/2021	(1,100.74)
394 - Kleindorfer Hardware & Variety	708676	parts 18-belt dressing	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(6.19)
394 - Kleindorfer Hardware & Variety	706147	18 - fsc power wash	39866 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(23.97)
394 - Kleindorfer Hardware & Variety	708780	supplies 18 - Zip Ties for	39866 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(237.81)
394 - Kleindorfer Hardware & Variety	659843	windscreens Winslow and 18-lock sets, keys copies	39866 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(38.98)
394 - Kleindorfer Hardware & Variety	708616	18-concrete mix and	39866 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(21.98)
394 - Kleindorfer Hardware & Variety	708617	supplies 18-keys copies, 5 gal	39866 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(16.99)
394 - Kleindorfer Hardware & Variety	708974	bucket 18-electricical supplies	39866 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(20.71)
394 - Kleindorfer Hardware & Variety	709202	for SYMB 18- SYP LANDSCAPE Misc	39866 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(233.90)
394 - Kleindorfer Hardware & Variety	707308	Hardware 18-shop cleaning supplies	39866	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(103.03)
,		, 3 ,,	39866				, ,	, ,
394 - Kleindorfer Hardware & Variety	708869	18-materials for lights at Peoples	Paid by EFT # 39866	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(3.56)
394 - Kleindorfer Hardware & Variety	706078	19 SYP Misc Supplies for Elec Golf Cart Maint	Paid by EFT # 39866	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(22.75)
394 - Kleindorfer Hardware & Variety	706247	18-supplies for SYMB	Paid by EFT # 39866	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(29.32)
394 - Kleindorfer Hardware & Variety	706963	18 SYP Misc hardware for gate latch and other		03/09/2021	03/09/2021	03/19/2021	03/19/2021	(59.44)
6262 - Koenig Equipment, INC	P21100	18-fram kit for John Deer	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(366.94)
392 - Koorsen Fire & Security, INC	5309413	Gator Plow 18-BBCC-Quarterly	39867 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(81.96)
5099 - Office Three Sixty, INC	1875631B1	Koorsen Billing 18-mechanical pencils	39868 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(8.36)
5099 - Office Three Sixty, INC	1875631	18- Laminating sheets,	39887 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(113.92)
480 - Proveli, LLC (Hall Signs, INC)	362827	` '	39887 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(218.04)
2895 - Rapid Reproductions, INC	103352	2"x2" galv posts & (6) 2" 18-Banneker Values and	39895 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(127.14)
4626 - Rhomar Industries, INC	98698	Sponsors banners 18-(1) dz bottles Bac-	39898 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(451.60)
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-52369	Attack urine odor 18-(1) 18"x24" alum. sign for yard waste	39902 Paid by EFT # 39903	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(63.60)



4394 - Richardson Enterprises of	INV-52408	18- LAND (50) Pesticide	Paid by EFT # 39903	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(510.38)
Blgtn,LLC (FastSigns) 15449 - Rosen & Rosen Industries (R&R	594153	Application & Invasive 18-(71) safety vests for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(787.26)
Industries)		Ops Divsion employees	39907					
476 - Southern Indiana Parts, INC (Napa	351921	18-car wash	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(13.46)
Auto Parts)	61000	10 0	39916	02/00/2024	02/00/2024	02/40/2024	02/40/2024	(7.00)
204 - State Of Indiana	61998	18-Background Checks	Paid by Check # 73565	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(7.00)
204 - State Of Indiana	62004	18-Background Checks 1	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(7.00)
		Seasonal Staff Golf	73565	,,	,,		,,	(1111)
5819 - Synchrony Bank	7908 022221	18 SYP Shelving Unit for	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(149.98)
., , .		SYP Pavilion Tool Room	73567		,,	,,	,,	(/
5819 - Synchrony Bank	8866	18-BBCC-Program Snacks		03/09/2021	03/09/2021	03/19/2021	03/19/2021	(166.22)
55-5		and Materials	73567	,,	,,	,,	,,	(/
5819 - Synchrony Bank	895597383988	18 SYP Set of four 6-	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(55.76)
5525 57		gallon recycling bins	39922	00,00,2022	00,00,2022	00, 10, 2022	00/10/2021	(55.75)
5819 - Synchrony Bank	739695393338	18-Amazon Banneker	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(228.13)
3013 Synamony Bank	757075575550	Equipment Supplies	39922	05/05/2021	03,03,2021	05/15/2021	05/15/2021	(220113)
4073 - Terminix International	404215639	18-BBCC-January	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(60.00)
1075 Terminix International	10 1213033	Terminix	73568	03/03/2021	03/03/2021	03/13/2021	03/13/2021	(00.00)
4073 - Terminix International	403630662	18-BBCC-Terminix	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(60.00)
-075 - Terminix International	103030002	10-DDCC-Terrillinx	73568	03/03/2021	03/03/2021	03/13/2021	03/13/2021	(00.00)
11693 - The Award Center, INC	60175	18-Parks staff	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(28.50)
11093 - The Award Center, INC	00173	namebadges	39923	03/09/2021	03/03/2021	03/19/2021	03/19/2021	(20.30)
5305 - The Collins Group	I01268281	18-BBCC-Indiana Flag	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(45.85)
(Collinsflags.Com)	101200201	10-bbcc-fildiana riag	39924	03/09/2021	03/03/2021	03/19/2021	03/19/2021	(-5.65)
6792 - VARI Sales Corporation	IVC-2-1715730	18-ProPlus stand-up desk		03/09/2021	03/09/2021	03/19/2021	03/19/2021	(355.50)
0732 - VAKI Sales Corporation	100-2-1/13/30	(T Street)	39934	03/09/2021	03/03/2021	03/19/2021	03/19/2021	(333.30)
7442 - Western EcoSystems Technology,	75660	18- Griffy Lake Master	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(2,702.50)
INC	73000	Plan Update	39937	03/03/2021	03/03/2021	03/13/2021	03/13/2021	(2,702.30)
INC		i aii opaate	33337	Account 10000	- Cash Totals	Invoice Transactions	: 81	(\$20,890.45)
				Account 10000	Cusii Totals	THVOICE TRAINSACTIONS	01	(ψ20,050.15)
Account 20010 - Account Payables								
4170 - Comcast Cable Communications,	1190943794	18-Cable Cascades Golf	Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(187.22)
INC	0321	Course	73529					
4170 - Comcast Cable Communications,	1190943794	18-Cable Cascades Golf	Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	187.22
INC	0321	Course	73529					
222 - Vectren	02524097320303	18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(207.99)
	21	Charges Adams St	73542					
222 - Vectren	02524097320303	18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	207.99
	21	Charges Adams St	73542					
222 - Vectren	50524084890305	18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(46.20)
	21	Charges Mills	73542					
222 - Vectren	50524084890305	18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	46.20
	21	Charges Mills	73542					



222 - Vectren		,	Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(38.99)
222 - Vectren	21 21501905570305	Charges Rosehill 7 18-Natural Gas February	73542 Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	38.99
	21	Charges Rosehill 7	73542					
222 - Vectren	21546282490305	18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(34.09)
	21	Charges Rosehill 9	73542					
222 - Vectren	21546282490305	18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	34.09
	21	Charges Rosehill 9	73542					
222 - Vectren	11546255130305	18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(68.63)
	21	Charges Golf	73542					
222 - Vectren	11546255130305	18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	68.63
	21	Charges Golf	73542					
222 - Vectren	03507450060305	18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(277.64)
	21	Charges BCC	73542					
222 - Vectren	03507450060305		Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	277.64
	21	Charges BCC	73542			, ,		
222 - Vectren		3	Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(405.13)
	21	Charges FSC	73542	, ,	,,	,,		(/
222 - Vectren			Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	405.13
	21	Charges FSC	73542	00,00,2022	00,00,2022	00, 10, 2021	00, 10, 2021	.00.120
222 - Vectren			Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(46.00)
ZZZ VCCCCI	21	Charges PB	73542	03/00/2021	03/00/2021	05/00/2021	03/10/2021	(10.00)
222 - Vectren			Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	46.00
ZZZ VCCCCI	21	Charges PB	73542	03/00/2021	03/00/2021	05/10/2021	03/10/2021	10.00
222 - Vectren			Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(443.90)
ZZZ - Vectien	21	Charges SYP	73542	03/00/2021	03/00/2021	03/00/2021	03/10/2021	(06.677)
222 - Vectren			Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	443.90
222 - Vectien	21	Charges SYP	73542	03/00/2021	03/00/2021	03/10/2021	03/10/2021	TT3.30
222 - Vectren			Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(164.98)
222 - Vectien	21	Charges SYPMB	73542	03/00/2021	03/06/2021	03/06/2021	03/10/2021	(104.90)
222 - Vectren			Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	164.98
222 - Vectien		-	•	03/00/2021	03/06/2021	03/10/2021	03/10/2021	104.90
ACCO AM Leanard INC	21	Charges SYPMB	73542	02/00/2021	02/00/2021	02/10/2021	02/10/2021	00
4660 - A.M. Leonard, INC	CI21148416	18-rakes, soil knife &	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
ACCO. A M. I TNC	CT211F1CF0	pruner, lopper	39783	02/00/2021	02/00/2021	02/10/2021	02/10/2021	00
4660 - A.M. Leonard, INC	CI21151650	18-soil knife & pruner kit	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
E44E 48: 1346 1 1 E1 1 1 1 C 1	E606E0E	10.0040 (4) 1: 1: (2)	39783	00/00/0004	00/00/0004	00/40/2004	00/40/2004	
5415 - Allied Wholesale Electrical Supply,	5626595		Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
LLC		sensors & misc. electrical						
5415 - Allied Wholesale Electrical Supply,	5627103	18-LED lights/whip	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
LLC			39785					
5415 - Allied Wholesale Electrical Supply,	5625573	18-SYMB: (12) 4' LED	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
LLC		lights, 6' metal whips, (2)						
5415 - Allied Wholesale Electrical Supply,	5627338	18-Ceiling lights &	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
LLC		electrical materials: SYMB						
50335 - Aquatic Control, INC	193131	18-Griffy Lake AVMP	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
			39789					



19171 - Aramark Uniform & Career Apparel Group, INC	1824739949	18-Uniform & mat cleaning services	Paid by EFT # 39790	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
50636 - Ben Tire Distributors, LTD (Neal's	290026237	18-4 tires for JD @ Olcott	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
Hoosier Tire) 50636 - Ben Tire Distributors, LTD (Neal's	290026382	and Cascades 18-Disposal of old tires	39797 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
Hoosier Tire) 409 - Black Lumber Co. INC	465499	from equipment & found 18-materials for shop &	39797 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
		truck 808	39800					
409 - Black Lumber Co. INC		18-Materials for Nancys room & landscaping room	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
1352 - Cornerstone Planning & Design	21-00S	18- 2021 Project	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
INC 5387 - Creative Graphics, INC (dba Baugh		Management Services 18-postage to mail	39823 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
Enterprises)		Winter Wander beanies	39824	03/03/2021	03/03/2021	03/13/2021	03/13/2021	.00
818 - Everywhere Signs, LLC		18 - Tennis Court Sign	Paid by EFT # 39835	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
313 - Fastenal Company	INBLM222818	8-Custodial supplies for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
, ,		shelters/restrooms & PPE	-			•		
313 - Fastenal Company	INBLM222819	8-Custodial supplies for shelters/restrooms & PPE	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
313 - Fastenal Company		18-black latex gloves	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
313 - Fastenal Company	INBLM222659	18-black trash can liners	39836 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
0360 Forever Facilities Cumby UD	0265653-1	10 tunah hawa	39836	02/00/2021	02/00/2021	02/10/2021	02/10/2021	00
9269 - Ferguson Facilities Supply, HP Products #3400	0205053-1	18-trash bags	Paid by EFT # 39837	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
9269 - Ferguson Facilities Supply, HP	0265653	18-Custodial supplies for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
Products #3400		shelters/restrooms & PPE	•	,,	,,	,,	,,	
3560 - First Financial Bank / Credit Cards	1607225055	18-ISA Tree Risk	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
3560 - First Financial Bank / Credit Cards	220997		73550 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
That I mandal Barney Greate Gards	220337	10 Online Courses, Flater	73550	03/03/2021	03,03,2021	00/10/2021	05/15/2021	.00
3560 - First Financial Bank / Credit Cards	1607225055- Refun	18-Rend for ISA Tree Assessment	Paid by Check # 73550	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
3560 - First Financial Bank / Credit Cards			Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
	5	Supply Shopping	73550					
3560 - First Financial Bank / Credit Cards	AL0817WB21	18-Diseases and Pest of Trees	Paid by Check # 73550	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
3560 - First Financial Bank / Credit Cards	AL0817WB21a	18-Diseases and Pest of	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
		Trees	73550					
4568 - Forestry Suppliers, INC	845955-00	18-AAS water sampling	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
4568 - Forestry Suppliers, INC	842294-00	supplies 18-(1) pr hip waiters for	39841 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
		Lower CC's stationary	39841		- >,,	,,	, -,	
4698 - Indiana Lakes Management		18-ILMS Membership	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
Society, INC		Renewal & Conference	73554					



203 - INDIANA UNIVERSITY	343	18-School of Public Health Spring 2021	Paid by Check # 73558	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
231 - IU Health OCC Health Services	00114962-00	18- DOT drug screening		03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
231 - IU Health OCC Health Services	00114961-00	18- Hep B vaccine	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
3958 - Kenney Outdoor Solutions, Corp	X15014	18 - Bed Knifes and Misc	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	708676	parts 18-belt dressing	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	706147	18 - fsc power wash	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	708780	supplies 18 - Zip Ties for	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	659843	windscreens Winslow and 18-lock sets, keys copies	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	708616	18-concrete mix and	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	708617	supplies 18-keys copies, 5 gal	-	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	708974	bucket 18-electricical supplies	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	709202	for SYMB 18- SYP LANDSCAPE Misc	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	707308	Hardware 18-shop cleaning supplies		03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	708869	18-materials for lights at	-	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	706078	Peoples 19 SYP Misc Supplies for	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	706247	Elec Golf Cart Maint 18-supplies for SYMB	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
394 - Kleindorfer Hardware & Variety	706963	light job 18 SYP Misc hardware for	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
6262 - Koenig Equipment, INC	P21100	gate latch and other 18-fram kit for John Deer	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
392 - Koorsen Fire & Security, INC	5309413	Gator Plow 18-BBCC-Quarterly	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5099 - Office Three Sixty, INC	1875631B1	Koorsen Billing 18-mechanical pencils	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5099 - Office Three Sixty, INC	1875631	18- Laminating sheets,	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
480 - Proveli, LLC (Hall Signs, INC)	362827		•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
2895 - Rapid Reproductions, INC	103352	2"x2" galv posts & (6) 2" 18-Banneker Values and Sponsors banners	39895 Paid by EFT # 39898	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00



Invoice Date Range 02/27/21 - 03/19/21

4626 - Rhomar Industries, INC	98698	18-(1) dz bottles Bac- Attack urine odor	Paid by EFT # 39902	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
4394 - Richardson Enterprises of Blgtn.LLC (FastSigns)	INV-52369	18-(1) 18"x24" alum. sign for yard waste	Paid by EFT # 39903	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-52408	18- LAND (50) Pesticide Application & Invasive	Paid by EFT # 39903	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
15449 - Rosen & Rosen Industries (R&R	594153	18-(71) safety vests for	Paid by EFT # 39907	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
Industries) 476 - Southern Indiana Parts, INC (Napa Auto Parts)	351921	Ops Divsion employees 18-car wash	Paid by EFT # 39916	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
204 - State Of Indiana	61998	18-Background Checks	Paid by Check # 73565	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
204 - State Of Indiana	62004	18-Background Checks 1 Seasonal Staff Golf	Paid by Check # 73565	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5819 - Synchrony Bank	7908 022221	18 SYP Shelving Unit for SYP Pavilion Tool Room	Paid by Check # 73567	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5819 - Synchrony Bank	8866	18-BBCC-Program Snacks and Materials		03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5819 - Synchrony Bank	895597383988	18 SYP Set of four 6- gallon recycling bins	Paid by EFT # 39922	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5819 - Synchrony Bank	739695393338	18-Amazon Banneker Equipment Supplies	Paid by EFT # 39922	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
4073 - Terminix International	404215639	18-BBCC-January Terminix	Paid by Check # 73568	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
4073 - Terminix International	403630662	18-BBCC-Terminix	Paid by Check # 73568	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
11693 - The Award Center, INC	60175	18-Parks staff namebadges	Paid by EFT # 39923	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5305 - The Collins Group (Collinsflags.Com)	I01268281	18-BBCC-Indiana Flag	Paid by EFT # 39924	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
6792 - VARI Sales Corporation	IVC-2-1715730	18-ProPlus stand-up desk (T Street)		03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
7442 - Western EcoSystems Technology, INC	75660	18- Griffy Lake Master Plan Update	Paid by EFT # 39937	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
208 - City Of Bloomington Utilities	4159-001 033121	18-Water Sewer Charges February Charges 4159-		03/17/2021	03/17/2021	03/17/2021		(4,617.31)
208 - City Of Bloomington Utilities	41294-001 033121	18-Water Sewer Charges February 41294-001	Edit	03/17/2021	03/17/2021	03/17/2021		(466.10)
208 - City Of Bloomington Utilities	14187-001 033121	18-Water Sewer Charges February 14187-001	Edit	03/17/2021	03/17/2021	03/17/2021		(6,210.77)
	033121	Columny 17107-001	Account 200	10 - Account P	ayables Totals	Invoice Transact	ions 95	(\$11,294.18)

Department **18 - Parks & Recreation**Program **181000 - Administration**Account **52110 - Office Supplies**



5099 - Office Three Sixty, INC	1875631B1	18-mechanical pencils	Paid by El	-T #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	8.36
5099 - Office Three Sixty, INC	1875631	18- Laminating sheets,	39887 Paid by El 39887	-T #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	113.92
		file jackets, sharpies,	39007	Account 52	110 - Office Su	pplies Totals	Invoice Transactions	2	\$122.28
					000 - Adminis		Invoice Transactions		\$122.28
Program 181100 - Marketing				rogram 202	ooo Aaiiiiiis	eración rotais	invoice Transactions	_	Ψ122.20
Account 53220 - Postage									
5387 - Creative Graphics, INC (dba Baugh	9315	18-postage to mail	Paid by El	-T #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	156.50
Enterprises)		Winter Wander beanies	39824	Λ		t T-t-l-	Ti T		\$156.50
				ACC	ount 53220 - P	ostage rotais	Invoice Transactions	1	\$156.50
Account 53910 - Dues and Subscriptior 203 - INDIANA UNIVERSITY	15 343	18-School of Public	Paid by Cl	nock #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	50.00
203 - INDIANA UNIVERSITI	343	Health Spring 2021	73558	IECK #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	30.00
			Account	53910 - Du	es and Subscr	iptions Totals	Invoice Transactions	1	\$50.00
				Program	181100 - Mar	keting Totals	Invoice Transactions	2	\$206.50
Program 182001 - Aquatics - Bryan Poo	ol								
Account 53530 - Water and Sewer									
208 - City Of Bloomington Utilities	14187-001 033121	18-Water Sewer Charges	Edit		03/17/2021	03/17/2021	03/17/2021		249.46
	033121	February 14187-001	A	ccount 5353	0 - Water and	Sewer Totals	Invoice Transactions	1	\$249.46
Account 53540 - Natural Gas									,
222 - Vectren	02507551660310	18-Natural Gas February	Paid by Cl	neck #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	46.00
	21	Charges PB	73542						
					53540 - Natu		Invoice Transactions		\$46.00
			Program	182001 - A	Aquatics - Brya	n Pool Totals	Invoice Transactions	2	\$295.46
Program 182002 - Aquatics - Mills Pool									
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges	Edit		03/17/2021	03/17/2021	03/17/2021		87.41
200 City Of Bloomington Offices	033121	February 14187-001	Luit		03/17/2021	03/17/2021	05/17/2021		07.11
		•	A	ccount 5353	0 - Water and	Sewer Totals	Invoice Transactions	1	\$87.41
Account 53540 - Natural Gas									
222 - Vectren		18-Natural Gas February	Paid by Cl	neck #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	46.20
	21	Charges Mills	73542	Account	53540 - Natu	ral Gas Totals	Invoice Transactions	1	\$46.20
			Progra		Aquatics - Mil		Invoice Transactions		\$133.61
Program 182500 - Frank Southern Cen	tor		riogia	101001	A SQUARE OF THE	i oo: 10tais	1.170100 11011300000113	-	Ψ100.01
Account 52420 - Other Supplies	rei								
394 - Kleindorfer Hardware & Variety	706147	18 - fsc power wash	Paid by El	-T #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	23.97
		supplies	39866						



Invoice Date Range 02/27/21 - 03/19/21

				Account	52420 - Other S	upplies Totals	Invoice Transactions	- 1	\$23.97
3	14187-001 033121	18-Water Sewer Charges February 14187-001	Edit		03/17/2021	03/17/2021	03/17/2021		369.57
	055121	1 ebidary 1+107-001		Account 53	530 - Water and	Sewer Totals	Invoice Transactions	<u> </u>	\$369.57
Account 53540 - Natural Gas 222 - Vectren	02505732280310 21	18-Natural Gas February Charges FSC	Paid by 73542	Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	405.13
		Charges 1 50	75512	Accou	unt 53540 - Natu	ral Gas Totals	Invoice Transactions	· 1	\$405.13
			Progran	m 182500 -	Frank Southern	Center Totals	Invoice Transactions	3	\$798.67
Program 183500 - Golf Services Account 52230 - Garage and Motor Sup	pplies								
3958 - Kenney Outdoor Solutions, Corp	X15014	18 - Bed Knifes and Misc parts	Paid by 39862	EFT#	03/09/2021	03/09/2021	03/19/2021	03/19/2021	1,100.74
				2230 - Gara	age and Motor S	upplies Totals	Invoice Transactions	<u> </u>	\$1,100.74
3	4159-001	18-Water Sewer Charges	Edit		03/17/2021	03/17/2021	03/17/2021		1,897.88
	033121 14187-001 033121	February Charges 4159- 18-Water Sewer Charges February 14187-001	Edit		03/17/2021	03/17/2021	03/17/2021		2,262.37
	000111			Account 53	530 - Water and	Sewer Totals	Invoice Transactions	2	\$4,160.25
Account 53540 - Natural Gas 222 - Vectren	11546255130305	18-Natural Gas February	Paid by	Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	68.63
ZZZ - Vectien	21	Charges Golf	73542		, ,			<i>.</i>	
				Accol	unt 53540 - Natu	ral Gas Totals	Invoice Transactions	5 1	\$68.63
•	15 1190943794 0321	18-Cable Cascades Golf Course	Paid by 73529	Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	187.22
	0321	Course		nt 53910 - I	Dues and Subscr	iptions Totals	Invoice Transactions	- 5 1	\$187.22
Account 53990 - Other Services and Ch 204 - State Of Indiana	arges 62004	18-Background Checks 1	-	Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	7.00
		Seasonal Staff Golf Ac	73565 count 5 3	3990 - Othe	er Services and C	harges Totals	Invoice Transactions	- 1	\$7.00
				Program	183500 - Golf S	ervices Totals	Invoice Transactions	-	\$5,523.84
Program 184000 - Natural Resources Account 52210 - Institutional Supplies									
3560 - First Financial Bank / Credit Cards		18-Monthly Walmart Supply Shopping	Paid by 73550	Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	15.81
	J	эцриу эпоррину		ount 52210	- Institutional S	upplies Totals	Invoice Transactions	<u> </u>	\$15.81

Account **52420 - Other Supplies**



Invoice Date Range 02/27/21 - 03/19/21

4568 - Forestry Suppliers, INC	845955-00	18-AAS water sampling supplies	Paid by EFT # 39841	03/09/2021	03/09/2021	03/19/2021	03/19/2021	197.11
			Account	52420 - Other 9	Supplies Totals	Invoice Transa	ctions 1	\$197.11
Account 52430 - Uniforms and Tools								
11693 - The Award Center, INC	60175	18-Parks staff namebadges	Paid by EFT # 39923	03/09/2021	03/09/2021	03/19/2021	03/19/2021	28.50
				30 - Uniforms ar	nd Tools Totals	Invoice Transa	ctions 1	\$28.50
Account 53160 - Instruction								
4698 - Indiana Lakes Management Society, INC	01682	18-ILMS Membership Renewal & Conference	Paid by Check # 73554	03/09/2021	03/09/2021	03/19/2021	03/19/2021	70.00
			Acco	ount 53160 - Ins	truction Totals	Invoice Transa	ctions 1	\$70.00
Account 53990 - Other Services and Cl	harges							
50335 - Aquatic Control, INC	193131	18-Griffy Lake AVMP	Paid by EFT # 39789	03/09/2021	03/09/2021	03/19/2021	03/19/2021	700.00
7442 - Western EcoSystems Technology, INC	75660	18- Griffy Lake Master Plan Update	Paid by EFT # 39937	03/09/2021	03/09/2021	03/19/2021	03/19/2021	2,702.50
			count 53990 - Oth e	er Services and	Charges Totals	Invoice Transa	ctions 2	\$3,402.50
			Program 1840	000 - Natural Re	sources Totals	Invoice Transa	ctions 6	\$3,713.92
Program 187001 - Adult Sports-Softba	all							
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 033121	18-Water Sewer Charges February Charges 4159-	Edit	03/17/2021	03/17/2021	03/17/2021		24.93
208 - City Of Bloomington Utilities	14187-001 033121	18-Water Sewer Charges February 14187-001	Edit	03/17/2021	03/17/2021	03/17/2021		892.33
	033121	Tebluary 14107-001	Account 53	8530 - Water and	d Sewer Totals	Invoice Transa	ctions 2	\$917.26
			Program 187001	l - Adult Sports-	Softhall Totals	Invoice Transa	ctions 2	\$917.26
Program 187202 - Youth Sports-Winsl	0111		110914111 202 002	, idaic opoico	Joresan Totalo	invoice manda	CC10110 L	ψ317120
Account 52420 - Other Supplies	OW							
818 - Everywhere Signs, LLC	57173	18 - Tennis Court Sign	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	140.00
394 - Kleindorfer Hardware & Variety	708780	18 - Zip Ties for	39835 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	237.81
		windscreens Winslow and		52420 - Other 9	Supplies Totals	Invoice Transa	ctions ?	\$377.81
			ACCOUNT	52420 - Other S	oupplies Totals	THVOICE HAIISA	CUUIIS Z	φ3//.01
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges	Edit	03/17/2021	03/17/2021	03/17/2021		1,289.36
200 - City Or bloomington offices	033121	February Charges 4159-	Luit	03/17/2021	03/17/2021	03/17/2021		1,209.30
	000121	. co. dai y changes 1100	Account 53	530 - Water and	d Sewer Totals	Invoice Transactions 1		\$1,289.36
			Program 187202 -	- Youth Sports-V	Winslow Totals	Invoice Transa	ctions 3	\$1,667.17
			-	-				

Program **187208 - Youth Sports-Olcott** Account **53530 - Water and Sewer**



208 - City Of Bloomington Utilities	14187-001 033121	18-Water Sewer Charges February 14187-001	Edit	03/17/2021	03/17/2021	03/17/2021		501.40
	033121	rebradily 11107 001	Account 535 3	30 - Water and	Sewer Totals	Invoice Transactions	- 5 1	\$501.40
			Program 187208	- Youth Sports	-Olcott Totals	Invoice Transactions	- 5 1	\$501.40
Program 187500 - Banneker								400-110
Account 52310 - Building Materials a	nd Supplies							
2895 - Rapid Reproductions, INC	103352	18-Banneker Values and Sponsors banners	Paid by EFT # 39898	03/09/2021	03/09/2021	03/19/2021	03/19/2021	127.14
5819 - Synchrony Bank	739695393338	18-Amazon Banneker Equipment Supplies	Paid by EFT # 39922	03/09/2021	03/09/2021	03/19/2021	03/19/2021	228.13
			nt 52310 - Building N	laterials and S	upplies Totals	Invoice Transactions	5 2	\$355.27
Account 52420 - Other Supplies								
5819 - Synchrony Bank	8866	18-BBCC-Program Snacks and Materials	Paid by Check # 73567	03/09/2021	03/09/2021	03/19/2021	03/19/2021	166.22
5305 - The Collins Group (Collinsflags.Com)	I01268281	18-BBCC-Indiana Flag	Paid by EFT # 39924	03/09/2021	03/09/2021	03/19/2021	03/19/2021	45.85
,			Account 52	2420 - Other S	upplies Totals	Invoice Transactions	<u> </u>	\$212.07
Account 53140 - Exterminator Service	es							
4073 - Terminix International	404215639	18-BBCC-January Terminix	Paid by Check # 73568	03/09/2021	03/09/2021	03/19/2021	03/19/2021	60.00
4073 - Terminix International	403630662	18-BBCC-Terminix	Paid by Check # 73568	03/09/2021	03/09/2021	03/19/2021	03/19/2021	60.00
			Account 53140 - I	Exterminator S	Services Totals	Invoice Transactions	5 2	\$120.00
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 033121	18-Water Sewer Charges February Charges 4159-	Edit	03/17/2021	03/17/2021	03/17/2021		125.53
		, , , , , , , , , , , , , , , , , , ,	Account 535 3	30 - Water and	Sewer Totals	Invoice Transactions	5 1	\$125.53
Account 53540 - Natural Gas								
222 - Vectren	03507450060305 21	18-Natural Gas February Charges BCC	Paid by Check # 73542	03/08/2021	03/08/2021	03/08/2021	03/10/2021	277.64
		5	Accoun	t 53540 - Natu	ıral Gas Totals	Invoice Transactions	5 1	\$277.64
Account 53630 - Machinery and Equip	ment Repairs							
392 - Koorsen Fire & Security, INC	5309413	18-BBCC-Quarterly Koorsen Billing	Paid by EFT # 39868	03/09/2021	03/09/2021	03/19/2021	03/19/2021	81.96
			3630 - Machinery ar	nd Equipment	Repairs Totals	Invoice Transactions	5 1	\$81.96
Account 53990 - Other Services and (Charges							
204 - State Of Indiana	61998	18-Background Checks	Paid by Check # 73565	03/09/2021	03/09/2021	03/19/2021	03/19/2021	7.00
		Ac	count 53990 - Other	Services and C	Charges Totals	Invoice Transactions	5 1	\$7.00
			Progra	m 187500 - B a	nneker Totals	Invoice Transactions	= 10	\$1,179.47
								' '



Account 52210 - Institutional Supplies	5							
313 - Fastenal Company	INBLM222818	8-Custodial supplies for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	1,157.17
242 5	TNIDI M222244	shelters/restrooms & PPE		02/02/2024	00/00/0004	00/10/2001	00/40/0004	00.74
313 - Fastenal Company	INBLM222819	8-Custodial supplies for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	92.74
212 5 1 10	TND: M222062	shelters/restrooms & PPE		02/00/2024	02/00/2024	02/10/2021	02/40/2024	07.06
313 - Fastenal Company	INBLM222862	18-black latex gloves	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	97.86
212 Fastonal Company	TNDI MARACEO	10 black two do can lineur	39836	02/00/2021	02/00/2021	02/10/2021	02/10/2021	1 227 00
313 - Fastenal Company	INBLM222659	18-black trash can liners	Paid by EFT # 39836	03/09/2021	03/09/2021	03/19/2021	03/19/2021	1,337.89
9269 - Ferguson Facilities Supply, HP	0265653-1	18-trash bags	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	204.20
Products #3400	0203033-1	10-dasii bags	39837	03/03/2021	03/03/2021	03/19/2021	03/13/2021	204.20
9269 - Ferguson Facilities Supply, HP	0265653	18-Custodial supplies for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	204.20
Products #3400	0203033	shelters/restrooms & PPE	,	03/03/2021	03/03/2021	05/15/2021	03/13/2021	201120
394 - Kleindorfer Hardware & Variety	707308	18-shop cleaning supplies		03/09/2021	03/09/2021	03/19/2021	03/19/2021	103.03
,		3 - 1 - 1 - 3 - 1 p	39866	,,	, ,	,	, -,	
4626 - Rhomar Industries, INC	98698	18-(1) dz bottles Bac-	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	451.60
		Attack urine odor	39902					
15449 - Rosen & Rosen Industries (R&R	594153	18-(71) safety vests for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	387.26
Industries)		Ops Divsion employees	39907				<u>-</u>	
			Account 5221	0 - Institutional S	Supplies Totals	Invoice Tran	sactions 9	\$4,035.95
Account 52230 - Garage and Motor Su	pplies							
394 - Kleindorfer Hardware & Variety	708676	18-belt dressing	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	6.19
	7 0007 0	10 Dait a. 000g	39866	00,00,2021	00,00,2022	00, 10, 1011	00/15/2021	0.25
476 - Southern Indiana Parts, INC (Napa	351921	18-car wash	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	13.46
Auto Parts)			39916				_	
		Ad	ccount 52230 - G a	arage and Motor S	Supplies Totals	Invoice Tran	sactions 2	\$19.65
Account 52310 - Building Materials an	d Sunnlies							
5415 - Allied Wholesale Electrical Supply,		18-SYMB: (4) lights, (2)	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	417.78
LLC	3020333	sensors & misc. electrical	•	03/03/2021	03/03/2021	03/13/2021	03/13/2021	117.70
5415 - Allied Wholesale Electrical Supply,	5627103	18-LED lights/whip	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	510.44
LLC		3 1	39785	,,	, ,	,	, -,	
5415 - Allied Wholesale Electrical Supply,	5625573	18-SYMB: (12) 4' LED	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	732.19
LLC		lights, 6' metal whips, (2)	39785					
5415 - Allied Wholesale Electrical Supply,	5627338	18-Ceiling lights &	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	189.32
LLC		electrical materials: SYMB	39785					
409 - Black Lumber Co. INC	465855	18-Materials for Nancys	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	437.36
		room & landscaping room						
394 - Kleindorfer Hardware & Variety	708974	18-electricical supplies	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	20.71
		for SYMB	39866					
394 - Kleindorfer Hardware & Variety	708869	18-materials for lights at	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	3.56
204 - Klain daufau Handurana () 14 14	706247	Peoples	39866	02/00/2024	02/00/2024	02/10/2021	02/10/2021	20.22
394 - Kleindorfer Hardware & Variety	706247	18-supplies for SYMB	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	29.32
		light job	39866	a Matorials and S	Cunniliae Totale	Invoice Tran	cactions 9	\$2,340.68
		Accour	ir 25210 - Dallall	ng Materials and S	upplies rolais	Invoice Tran	5aCUUI 15 0	\$2,3 4 0.08



Assount F3340 Other Dennirs and N	Inintonanco							
Account 52340 - Other Repairs and N 50636 - Ben Tire Distributors, LTD (Neal		18-4 tires for JD @ Olcott	: Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	148.86
Hoosier Tire)		and Cascades	39797					
409 - Black Lumber Co. INC	465499	18-materials for shop &	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	405.96
394 - Kleindorfer Hardware & Variety	708616	truck 808 18-concrete mix and	39800 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	21.98
394 - Richidonel Hardware & Variety	700010	supplies	39866	03/09/2021	03/03/2021	03/19/2021	03/19/2021	21.90
6262 - Koenig Equipment, INC	P21100	18-fram kit for John Deer		03/09/2021	03/09/2021	03/19/2021	03/19/2021	366.94
- , , ,		Gator Plow	39867				-	
		Accoun	t 52340 - Other Rep	airs and Maint	tenance Totals	Invoice Transaction	ns 4	\$943.74
Account 52420 - Other Supplies								
4568 - Forestry Suppliers, INC	842294-00	18-(1) pr hip waiters for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	82.44
		Lower CC's stationary	39841					
394 - Kleindorfer Hardware & Variety	659843	18-lock sets, keys copies		03/09/2021	03/09/2021	03/19/2021	03/19/2021	38.98
	700647	401	39866	00/00/0004	02/00/0024	02/10/2021	00/10/0001	46.00
394 - Kleindorfer Hardware & Variety	708617	18-keys copies, 5 gal bucket	Paid by EFT # 39866	03/09/2021	03/09/2021	03/19/2021	03/19/2021	16.99
6792 - VARI Sales Corporation	IVC-2-1715730	าย 18-ProPlus stand-up desk		03/09/2021	03/09/2021	03/19/2021	03/19/2021	355.50
0732 - VAICE Sales Corporation	170-2-1713730	(T Street)	39934	03/09/2021	03/03/2021	05/19/2021	05/19/2021	333.30
		(1 54 55)		2420 - Other S	Supplies Totals	Invoice Transaction	ns 4	\$493.91
Account 53110 - Engineering and Arc	hitoctural							
1352 - Cornerstone Planning & Design	21-00S	18- 2021 Project	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	472.00
INC	21 003	Management Services	39823	03/03/2021	03/03/2021	03/13/2021	03/13/2021	172.00
1.10			unt 53110 - Enginee i	ring and Archi	tectural Totals	Invoice Transaction	ns 1	\$472.00
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges	Edit	03/17/2021	03/17/2021	03/17/2021		1,138,76
200 City of bloomington offices	033121	February Charges 4159-	Luit	03/17/2021	03/17/2021	03/17/2021		1,130.70
208 - City Of Bloomington Utilities	41294-001	18-Water Sewer Charges	Edit	03/17/2021	03/17/2021	03/17/2021		129.79
, 3	033121	February 41294-001			, ,	, ,		
208 - City Of Bloomington Utilities	14187-001	18-Water Sewer Charges	Edit	03/17/2021	03/17/2021	03/17/2021		1,753.45
	033121	February 14187-001						
208 - City Of Bloomington Utilities	39530-002	18-Water Sewer Charges	Edit	03/17/2021	03/17/2021	03/17/2021		42.92
	033121	February 39530-002	Account E2E	20 Water and	d Sewer Totals	Invoice Transactio	- 1	\$3,064.92
			ACCOUNT 333.	ou - water and	u Sewer Totals	THVOICE TRAITSACTIO	115 4	\$3,004.92
Account 53540 - Natural Gas								
222 - Vectren		18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	207.99
222 - Vectren	21	Charges Adams St 18-Natural Gas February	73542 Paid by Check #	03/08/2021	03/08/2021	02/09/2021	02/10/2021	164.98
222 - Vectien	02551694740510 21	Charges SYPMB	73542	03/06/2021	03/06/2021	03/08/2021	03/10/2021	104.90
	21	Charges 31711D		t 53540 - Nat ı	ural Gas Totals	Invoice Transactio	ns 2	\$372.97
Account E2020 I are derived City and	Constantion Constan		, 1000011					70,
Account 53920 - Laundry and Other S 19171 - Aramark Uniform & Career								
	102/7200/0	10 Uniform 9, mat	Daid by EET #	02/00/2021	02/00/2021	02/10/2021	02/10/2021	71 71
Apparel Group, INC	1824739949	18-Uniform & mat cleaning services	Paid by EFT # 39790	03/09/2021	03/09/2021	03/19/2021	03/19/2021	21.31



	Account 53920 - Laundry and Other Sanitation Services Totals					Invoice Transactions 1		
Account 53950 - Landfill								
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290026382	18-Disposal of old tires from equipment & found	Paid by EFT # 39797	03/09/2021	03/09/2021	03/19/2021	03/19/2021	30.00
				Account 53950	- Landfill Totals	Invoice Trans	actions 1	\$30.00
			Prog	gram 189000 - O j	perations Totals	Invoice Trans	actions 36	\$11,795.13
Program 189006 - Switchyard Propert	У							
Account 52310 - Building Materials an	d Supplies							
394 - Kleindorfer Hardware & Variety	706963	18 SYP Misc hardware for gate latch and other	Paid by EFT # 39866	03/09/2021	03/09/2021	03/19/2021	03/19/2021	59.44
480 - Proveli, LLC (Hall Signs, INC)	362827	18-SYP SIGNS: (6) 10' x 2"x2" galv posts & (6) 2"	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	218.04
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-52369	18-(1) 18"x24" alum. sign for yard waste	Paid by EFT # 39903	03/09/2021	03/09/2021	03/19/2021	03/19/2021	63.60
5819 - Synchrony Bank	7908 022221	18 SYP Shelving Unit for SYP Pavilion Tool Room	Paid by Check # 73567	03/09/2021	03/09/2021	03/19/2021	03/19/2021	149.98
5819 - Synchrony Bank	895597383988	18 SYP Set of four 6- gallon recycling bins	Paid by EFT # 39922	03/09/2021	03/09/2021	03/19/2021	03/19/2021	55.76
		, ,		ng Materials and	Supplies Totals	Invoice Trans	actions 5	\$546.82
Assessment F2220 Meters Vehicle Dennis				9				40.000
Account 52320 - Motor Vehicle Repair 394 - Kleindorfer Hardware & Variety	706078	19 SYP Misc Supplies for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	22.75
334 - Riemdorier Hardware & Variety	700070	Elec Golf Cart Maint	39866	03/03/2021	03/03/2021	03/13/2021	03/19/2021	22.73
		Lice don care riame		20 - Motor Vehic	le Repair Totals	Invoice Trans	actions 1	\$22.75
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	709202	18- SYP LANDSCAPE Misc	•	03/09/2021	03/09/2021	03/19/2021	03/19/2021	233.90
		Hardware	39866 Accoun	nt 52420 - Other	Sunnlies Totals	Invoice Trans	actions 1	\$233.90
			Accou	110 32420 - Other	Supplies Totals	Trivoice Trains	actions 1	\$255.90
Account 53540 - Natural Gas 222 - Vectren	02560430680310	18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	443.90
222 - Vectien	21	Charges SYP	73542	03/00/2021	03/00/2021	03/00/2021	03/10/2021	773.30
		S		count 53540 - Na	tural Gas Totals	Invoice Trans	actions 1	\$443.90
			Program 1890	06 - Switchyard	Property Totals	Invoice Trans	actions 8	\$1,247.37
Program 189500 - Landscaping								
Account 52210 - Institutional Supplies	5							
15449 - Rosen & Rosen Industries (R&R	594153	18-(71) safety vests for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	200.00
Industries)		Ops Divsion employees	39907				_	+200.00
			Account 5221	LO - Institutional	Supplies Totals	Invoice Trans	actions 1	\$200.00
Account 52420 - Other Supplies								
4660 - A.M. Leonard, INC	CI21148416	18-rakes, soil knife &	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	582.03
4660 - A.M. Leonard, INC	CI21151650	pruner, lopper 18-soil knife & pruner kit	39783 Paid by FFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	635.04
TOOU - A.M. LEOHAIU, INC	C121131030	10-3011 KILIE & PLUTEL KIL	39783	03/03/2021	03/03/2021	03/19/2021	03/13/2021	055.04
			22.00					



4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-52408	18- LAND (50) Pesticide Application & Invasive	Paid by EFT # 39903	03/09/2021	03/09/2021	03/19/2021	03/19/2021	510.38
				nt 52420 - Other \$	Supplies Totals	Invoice Transact	ions 3	\$1,727.45
Account 53130 - Medical 231 - IU Health OCC Health Services	00114961-00	18- Hep B vaccine	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	121.00
			39859		M. P. LT.	T T	_	+121.00
				Account 53130 -	Medical Totals	Invoice Transact	ions I	\$121.00
Account 53530 - Water and Sewer	4450.004	10.111.	= 1::	00/17/0001	00/17/0001	00/47/0004		440.05
208 - City Of Bloomington Utilities	4159-001	18-Water Sewer Charges	Edit	03/17/2021	03/17/2021	03/17/2021		140.85
208 - City Of Bloomington Utilities	033121 14187-001 033121	February Charges 4159- 18-Water Sewer Charges February 14187-001	Edit	03/17/2021	03/17/2021	03/17/2021		94.78
		,	Account 5	3530 - Water an	d Sewer Totals	Invoice Transact	ions 2	\$235.63
			Progra	am 189500 - Land	dscaping Totals	Invoice Transact	ions 7	\$2,284.08
Program 189501 - Cemeteries					area paris			Ţ - /
Account 52210 - Institutional Supplie	s							
15449 - Rosen & Rosen Industries (R&R		18-(71) safety vests for	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	100.00
Industries)		Ops Divsion employees	39907				_	
			Account 5221	0 - Institutional	Supplies Totals	Invoice Transact	ions 1	\$100.00
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	41294-001	18-Water Sewer Charges	Edit	03/17/2021	03/17/2021	03/17/2021		336.31
	033121	February 41294-001	Account 5	3530 - Water an	d Sower Totals	Invoice Transact	ions 1	\$336.31
							_	\$436.31
			Prog	ram 189501 - Cer	neteries Totals	Invoice Transact	ions Z	\$430.31
Program 189503 - Urban Forestry	_							
Account 52210 - Institutional Supplies 15449 - Rosen & Rosen Industries (R&R Industries)		18-(71) safety vests for Ops Divsion employees	Paid by EFT # 39907	03/09/2021	03/09/2021	03/19/2021	03/19/2021	100.00
mastres		ops bivsion employees		0 - Institutional	Supplies Totals	Invoice Transact	ions 1	\$100.00
Account 53130 - Medical								
231 - IU Health OCC Health Services	00114962-00	18- DOT drug screening	Paid by EFT # 39859	03/09/2021	03/09/2021	03/19/2021	03/19/2021	47.00
				Account 53130 -	Medical Totals	Invoice Transact	ions 1	\$47.00
Account 53160 - Instruction								
3560 - First Financial Bank / Credit Cards	1607225055	18-ISA Tree Risk	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	662.50
		Assessment Qualification	73550					
3560 - First Financial Bank / Credit Cards	220997	18-Online Courses/Hatch	Paid by Check # 73550	03/09/2021	03/09/2021	03/19/2021	03/19/2021	110.00
3560 - First Financial Bank / Credit Cards	1607225055-	18-Rend for ISA Tree	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(37.50)
	Refun	Assessment	73550				, -,	(====)
3560 - First Financial Bank / Credit Cards	AL0817WB21	18-Diseases and Pest of Trees	Paid by Check # 73550	03/09/2021	03/09/2021	03/19/2021	03/19/2021	225.00



3560 - First Financial Bank / Credit Cards	AL0817WB21a	18-Diseases and Pest of Trees	Paid by Check # 73550	03/09/2021	03/09/2021	03/19/2021	03/19/2021	225.00
			Acco	ount 53160 - Ins	truction Totals	Invoice Transac	tions 5	\$1,185.00
Account 53540 - Natural Gas 222 - Vectren		18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/08/2021	03/10/2021	38.99
222 - Vectren	21 21546282490305 21	Charges Rosehill 7 18-Natural Gas February Charges Rosehill 9	73542 Paid by Check # 73542	03/08/2021	03/08/2021	03/08/2021	03/10/2021	34.09
	21	charges Roseriii 5		ount 53540 - Nat	ural Gas Totals	Invoice Transac	tions 2	\$73.08
			Program 1	189503 - Urban I	Forestry Totals	Invoice Transac	tions 9	\$1,405.08
			Department	18 - Parks & Re	creation Totals	Invoice Transac	tions 101	\$32,227.55
		Func	200 - Parks and I	Recreation Gen	(S1301) Totals	Invoice Transac	tions 277	\$42.92
Fund 201 - Parks and Rec Non Revert	ing							
Account 10000 - Cash								
454 - DirecTV, LLC		18-satellite service	Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	(235.23)
454 - DirecTV, LLC	22 075619410X2101 2a	18-Satellite Service	73530 Paid by Check # 73530	03/08/2021	03/08/2021	03/10/2021	03/10/2021	(235.23)
222 - Vectren	02527656230303	18-Natural Gas February	Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	(600.39)
222 - Vectren	21 79535304850310	Charges TLRC 18-Natural Gas	73542 Paid by Check #	03/08/2021	03/08/2021	03/10/2021	03/10/2021	(119.35)
4072 - Acushnet Company	21 910305929	18-pro shop items	73542 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(621.48)
4072 - Acushnet Company	910342967	18-pro shop items	73544 Paid by Check # 73544	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(641.80)
4072 - Acushnet Company	910350940	18-pro shop items	Paid by Check # 73544	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(749.49)
4072 - Acushnet Company	910359102	18-pro shop items	Paid by Check # 73544	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(4,094.34)
4072 - Acushnet Company	910359103	18-pro shop items	Paid by Check # 73544	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(376.32)
294 - All-Phase Electric Supply, INC	0740-1001420	18-2X2 flat panel	Paid by EFT # 39784	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(104.00)
50335 - Aquatic Control, INC	193131	18-Griffy Lake AVMP	Paid by EFT # 39789	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(2,800.00)
6013 - B&H Foto & Electronics Corp	184921307	18-BBCC-ROI Kitchen A/V		03/09/2021	03/09/2021	03/19/2021	03/19/2021	(244.92)
6161 - Morgan Ashley Banks	03042021	18-TLRC Fitness Specialist	Paid by EFT # 39796	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(125.00)
50637 - Bender Lumber Company INC	1 233658	18-supplies for TLRC	Paid by EFT # 39798	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(77.43)
205 - City Of Bloomington	21-18GLBH	18-Change fund Griffy Lake 2021	Paid by Check # 73547	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(250.00)



205 - City Of Bloomington	21-18BPA	18-Change fund Bryan Park Admission	Paid by Check # 73546	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(500.00)
205 - City Of Bloomington	21-18BPC	18-Change fund Bryan Park Concessions	Paid by Check # 73545	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(350.00)
205 - City Of Bloomington	21-18MP	18-Change fund Mills	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(250.00)
7276 - Kaitlyn Clementi	03052021	Pool 18-TLRC Fitness	73548 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(180.00)
5969 - Coca Cola Bottling CO.	2056206314	Specialist 18 - Cascades - Bottled	39820 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(171.84)
Consolidated 9269 - Ferguson Facilities Supply, HP	0268132-1	Drinks / BIBs 18 - TLRC Facility	39821 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(396.58)
Products #3400 9269 - Ferguson Facilities Supply, HP	0259295-2	Institutional Supplies 18 - TLRC Facility	39837 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(189.36)
Products #3400 9269 - Ferguson Facilities Supply, HP	0268132	Institutional Supplies 18 - TLRC Facility	39837 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(498.12)
Products #3400 3560 - First Financial Bank / Credit Cards	296607	Institutional Supplies 18-Elevator Permit at	39837 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(262.93)
3560 - First Financial Bank / Credit Cards		TLRC	73550 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(49.05)
6740 - Gilles Home Sales & Service	5 107231	Supply Shopping	73550 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021		2,144.00)
(Fitness Exercise)	10/231	18- Fitness Equipment Repair and Maintenance -	39843	03/09/2021	03/09/2021	03/19/2021	03/19/2021 (.	2,144.00)
321 - Harrell Fish, INC (HFI)	C007829	18 - TLRC Quarterly Planned HVAC	Paid by EFT # 39844	03/09/2021	03/09/2021	03/19/2021	03/19/2021 (1,905.00)
7086 - Rivkah L Moore	03052021	18-TLRC Fitness Specialist	Paid by EFT # 39879	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(250.00)
53619 - Ping, INC	15559112	18-pro shop items	Paid by EFT # 39892	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(77.07)
53619 - Ping, INC	15563882	18-pro shop items	Paid by EFT # 39892	03/09/2021	03/09/2021	03/19/2021	03/19/2021 (1,400.65)
53657 - Plymate, INC	2994653	18 - TLRC Entry Mat Service	Paid by EFT # 39893	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(78.62)
Megan Reece	2021-00000275	18-Refunds	Paid by Check # 73572	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(550.00)
6385 - RTU, INC (Cartvertising)	SN1858840	18- TLRC Advertising on	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(417.63)
6385 - RTU, INC (Cartvertising)	SN1858841	Northside Kroger Carts 18- TLRC Advertising on	73564 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(417.63)
1973 - Megan M Stark	03052021	Northside Kroger Carts 18-TLRC Fitness	73564 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(180.00)
5819 - Synchrony Bank	6478	Specialist 18 - TLRC Concession	39919 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(118.40)
5819 - Synchrony Bank	438888366434	Items 18-Amazon 2 Mobile	73567 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(179.98)
5819 - Synchrony Bank	448483677446	Stand Up Desks Banneker 18-Amazon Guitar Stand Holder Banneker	39922 Paid by EFT # 39922	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(38.94)



5819 - Synchrony Bank	645467638568	18-Amazon Acoustic Panels Soundproofing	Paid by EFT # 39922	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(86.99)
5819 - Synchrony Bank	739695393338	18-Amazon Banneker Equipment Supplies	Paid by EFT # 39922	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(753.66)
5819 - Synchrony Bank		18-Amazon Recycled Storage Clipboard UF	Paid by EFT # 39922	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(21.49)
7440 - William Tuttle		18-TLRC Fitness Specialist	Paid by EFT # 39931	03/09/2021	03/09/2021	03/19/2021	03/19/2021	(137.50)
		Specialist		Account 10000	- Cash Totals	Invoice Transactions		(\$22,880.42)
Account 10002.1 - Petty Cash / Cash C	hange Cash Chai	nge						
205 - City Of Bloomington	21-18GLBH	18-Change fund Griffy Lake 2021	Paid by Check # 73547	03/09/2021	03/09/2021	03/19/2021	03/19/2021	250.00
205 - City Of Bloomington		18-Change fund Bryan Park Admission	Paid by Check # 73546	03/09/2021	03/09/2021	03/19/2021	03/19/2021	500.00
205 - City Of Bloomington	21-18BPC	18-Change fund Bryan Park Concessions	Paid by Check # 73545	03/09/2021	03/09/2021	03/19/2021	03/19/2021	350.00
205 - City Of Bloomington	21-18MP	18-Change fund Mills Pool	Paid by Check # 73548	03/09/2021	03/09/2021	03/19/2021	03/19/2021	250.00
			- Petty Cash / Cash	Change Cash C	Change Totals	Invoice Transactions	. 4	\$1,350.00
Account 20010 - Account Payables								
454 - DirecTV, LLC	075619410X2102 22	18-satellite service	Paid by Check # 73530	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(235.23)
454 - DirecTV, LLC		18-satellite service	Paid by Check # 73530	03/08/2021	03/08/2021	03/10/2021	03/10/2021	235.23
454 - DirecTV, LLC		18-Satellite Service	Paid by Check # 73530	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(235.23)
454 - DirecTV, LLC		18-Satellite Service	Paid by Check # 73530	03/08/2021	03/08/2021	03/10/2021	03/10/2021	235.23
222 - Vectren		18-Natural Gas February Charges TLRC	Paid by Check # 73542	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(600.39)
222 - Vectren		18-Natural Gas February Charges TLRC	Paid by Check # 73542	03/08/2021	03/08/2021	03/10/2021	03/10/2021	600.39
222 - Vectren	79535304850310 21	_	Paid by Check # 73542	03/08/2021	03/08/2021	03/08/2021	03/10/2021	(119.35)
222 - Vectren	79535304850310 21	18-Natural Gas	Paid by Check # 73542	03/08/2021	03/08/2021	03/10/2021	03/10/2021	119.35
4072 - Acushnet Company	910305929	18-pro shop items	Paid by Check # 73544	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
4072 - Acushnet Company	910342967	18-pro shop items	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
4072 - Acushnet Company	910350940	18-pro shop items	73544 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
4072 - Acushnet Company	910359102	18-pro shop items	73544 Paid by Check # 73544	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00



4072 - Acushnet Company	910359103	18-pro shop items	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
294 - All-Phase Electric Supply, INC	0740-1001420	18-2X2 flat panel	73544 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
50335 - Aquatic Control, INC	193131	18-Griffy Lake AVMP	39784 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
6013 - B&H Foto & Electronics Corp	184921307	18-BBCC-ROI Kitchen A/V	,	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
6161 - Morgan Ashley Banks	03042021	18-TLRC Fitness	39795 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
50637 - Bender Lumber Company INC	1 233658	Specialist 18-supplies for TLRC	39796 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
205 - City Of Bloomington	21-18GLBH	18-Change fund Griffy	39798 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
205 - City Of Bloomington	21-18BPA	Lake 2021 18-Change fund Bryan	73547 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
205 - City Of Bloomington	21-18BPC	Park Admission 18-Change fund Bryan	73546 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
205 - City Of Bloomington	21-18MP	Park Concessions 18-Change fund Mills	73545 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
7276 - Kaitlyn Clementi	03052021	Pool 18-TLRC Fitness	73548 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5969 - Coca Cola Bottling CO.	2056206314	Specialist 18 - Cascades - Bottled	39820 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
Consolidated 9269 - Ferguson Facilities Supply, HP	0268132-1	Drinks / BIBs 18 - TLRC Facility	39821 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
Products #3400 9269 - Ferguson Facilities Supply, HP	0259295-2	Institutional Supplies 18 - TLRC Facility	39837 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
Products #3400 9269 - Ferguson Facilities Supply, HP	0268132	Institutional Supplies 18 - TLRC Facility	39837 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
Products #3400 3560 - First Financial Bank / Credit Cards		Institutional Supplies 18-Elevator Permit at	39837 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
3560 - First Financial Bank / Credit Cards			73550 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
6740 - Gilles Home Sales & Service	5 107231	Supply Shopping 18- Fitness Equipment	73550 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
(Fitness Exercise) 321 - Harrell Fish, INC (HFI)	C007829	Repair and Maintenance - 18 - TLRC Quarterly	39843 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
7086 - Rivkah L Moore	03052021	Planned HVAC 18-TLRC Fitness	39844 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
53619 - Ping, INC	15559112	Specialist 18-pro shop items	39879 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
53619 - Ping, INC	15563882	18-pro shop items	39892 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
53657 - Plymate, INC	2994653	18 - TLRC Entry Mat Service	39892 Paid by EFT # 39893	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00



Megan Reece	2021-00000275	18-Refunds	Paid by Check # 73572	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
6385 - RTU, INC (Cartvertising)	SN1858840	18- TLRC Advertising on	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
6385 - RTU, INC (Cartvertising)	SN1858841	Northside Kroger Carts 18- TLRC Advertising on	73564 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
1973 - Megan M Stark	03052021	Northside Kroger Carts 18-TLRC Fitness	73564 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5819 - Synchrony Bank	6478	Specialist 18 - TLRC Concession	39919 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5819 - Synchrony Bank	438888366434	Items 18-Amazon 2 Mobile	73567 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5819 - Synchrony Bank	448483677446	Stand Up Desks Banneke 18-Amazon Guitar Stand		03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5819 - Synchrony Bank	645467638568	Holder Banneker 18-Amazon Acoustic	39922 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5819 - Synchrony Bank	739695393338	Panels Soundproofing 18-Amazon Banneker	39922 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
5819 - Synchrony Bank	659664547459	Equipment Supplies 18-Amazon Recycled	39922 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
7440 - William Tuttle	03042021	Storage Clipboard UF 18-TLRC Fitness	39922 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	.00
208 - City Of Bloomington Utilities	14187-001	Specialist 18-Water Sewer Charges	39931	03/17/2021	03/17/2021	03/17/2021	03/13/2021	(87.89)
200 - City of bloomington dunities	033121	February 14187-001		03/17/2021 010 - Account F		Invoice Trans	actions 47	(\$87.89)
Department 18 - Parks & Recreation			Account 200	710 - Account F	ayables Totals	THVOICE TTAILS	actions 47	(\$67.69)
Program 183500 - Golf Services Account 52330 - Street , Alley, and So	wor Matorial							
5969 - Coca Cola Bottling CO.	2056206314	18 - Cascades - Bottled	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	171.84
Consolidated		Drinks / BIBs Account	39821 52330 - Street , All e	ey, and Sewer	Material Totals	Invoice Trans	actions 1	\$171.84
			Program	183500 - Golf	Services Totals	Invoice Trans	actions 1	\$171.84
Program 183501 - Golf Course - Pro S Account 52330 - Street , Alley, and S								
4072 - Acushnet Company	910305929	18-pro shop items	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	621.48
4072 - Acushnet Company	910342967	18-pro shop items	73544 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	641.80
4072 - Acushnet Company	910350940	18-pro shop items	73544 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	749.49
4072 - Acushnet Company	910359102	18-pro shop items	73544 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	4,094.34
4072 - Acushnet Company	910359103	18-pro shop items	73544 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	376.32
			73544					



53619 - Ping, INC	15559112	18-pro shop items	Paid by EFT # 39892	03/09/2021	03/09/2021	03/19/2021	03/19/2021	77.07
53619 - Ping, INC	15563882	18-pro shop items	Paid by EFT # 39892	03/09/2021	03/09/2021	03/19/2021	03/19/2021	1,400.65
		Account !	52330 - Street , A	lley, and Sewer N	daterial Totals	Invoice Transac	tions 7	\$7,961.15
			Program 183501	- Golf Course - Pi	ro Shop Totals	Invoice Transac	tions 7	\$7,961.15
Program 184500 - Youth Services -Juk	е Вох				-			
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 033121	18-Water Sewer Charges February 14187-001	Edit	03/17/2021	03/17/2021	03/17/2021		87.89
		•	Account 5	3530 - Water and	I Sewer Totals	Invoice Transac	tions 1	\$87.89
Account 53540 - Natural Gas								
222 - Vectren	79535304850310 21	18-Natural Gas	Paid by Check # 73542	03/08/2021	03/08/2021	03/08/2021	03/10/2021	119.35
			Acco	ount 53540 - Nat u	ıral Gas Totals	Invoice Transac	tions 1	\$119.35
		Pr	ogram 184500 - Y	outh Services -Jเ	ıke Box Totals	Invoice Transac	tions 2	\$207.24
Program 185000 - Twin Lakes Recreati	ion Center							
Account 52210 - Institutional Supplies								
9269 - Ferguson Facilities Supply, HP Products #3400	0268132-1	18 - TLRC Facility Institutional Supplies	Paid by EFT # 39837	03/09/2021	03/09/2021	03/19/2021	03/19/2021	396.58
9269 - Ferguson Facilities Supply, HP	0259295-2	18 - TLRC Facility	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	189.36
Products #3400 9269 - Ferguson Facilities Supply, HP	0268132	Institutional Supplies 18 - TLRC Facility	39837 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	498.12
Products #3400		Institutional Supplies	39837	0 - Institutional S	Supplies Totals	Invoice Transac	tions 3	\$1,084.06
	10 "		Account 3221	o - Ilistitutional S	upplies rotals	THVOICE TTAILSAC	tions 3	\$1,004.00
Account 52310 - Building Materials and 294 - All-Phase Electric Supply, INC	0740-1001420	18-2X2 flat panel	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	104.00
294 - All-Fliase Liectife Supply, INC	0740-1001420	10-2/2 flat parier	39784	03/03/2021	03/03/2021	03/19/2021	05/19/2021	104.00
50637 - Bender Lumber Company INC	1 233658	18-supplies for TLRC	Paid by EFT # 39798	03/09/2021	03/09/2021	03/19/2021	03/19/2021	77.43
		Accour	nt 52310 - Buildin	g Materials and S	Supplies Totals	Invoice Transac	tions 2	\$181.43
Account 52420 - Other Supplies								
6740 - Gilles Home Sales & Service	107231	18- Fitness Equipment	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	2,144.00
(Fitness Exercise)		Repair and Maintenance -		t 52420 - Other S	Cupplies Totals	Invoice Transac	tions 1	\$2,144.00
Assessment F22220 Adversationing			Accoun	1 52420 - Other 5	oupplies Totals	THVOICE TRAITSAC	uons 1	\$2,144.00
Account 53320 - Advertising 6385 - RTU, INC (Cartvertising)	SN1858840	18- TLRC Advertising on	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	417.63
6385 - RTU, INC (Cartvertising)	SN1858841	Northside Kroger Carts 18- TLRC Advertising on	73564 Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	417.63
		Northside Kroger Carts	73564			, ,	, ,	
			Acc	ount 53320 - Adv	ertising Totals	Invoice Transac	tions 2	\$835.26



208 - City Of Bloomington Utilities	39530-002 033121	18-Water Sewer Charges February 39530-002	Edit	03/17/2021	03/17/2021	03/17/2021		537.23
	033121	rebluary 39330-002	Account 53 !	530 - Water and	d Sewer Totals	Invoice Transac	tions 1	\$537.23
Account 53540 - Natural Gas								
222 - Vectren	02527656230303 21	18-Natural Gas February Charges TLRC	Paid by Check # 73542	03/08/2021	03/08/2021	03/08/2021	03/10/2021	600.39
		5.1d. g65 12.16		nt 53540 - Nat u	ural Gas Totals	Invoice Transac	tions 1	\$600.39
Account 53610 - Building Repairs								
321 - Harrell Fish, INC (HFI)	C007829	18 - TLRC Quarterly Planned HVAC	Paid by EFT # 39844	03/09/2021	03/09/2021	03/19/2021	03/19/2021	1,905.00
53657 - Plymate, INC	2994653	18 - TLRC Entry Mat Service	Paid by EFT # 39893	03/09/2021	03/09/2021	03/19/2021	03/19/2021	78.62
		Service		8610 - Building	Repairs Totals	Invoice Transac	tions 2	\$1,983.62
Account 53910 - Dues and Subscription	ons							
454 - DirecTV, LLC	075619410X2102 22	18-satellite service	Paid by Check # 73530	03/08/2021	03/08/2021	03/08/2021	03/10/2021	235.23
454 - DirecTV, LLC	075619410X2101 2a	18-Satellite Service	Paid by Check # 73530	03/08/2021	03/08/2021	03/08/2021	03/10/2021	235.23
	2a		Account 53910 - I	Dues and Subsc	riptions Totals	Invoice Transac	tions 2	\$470.46
Account 53990 - Other Services and C	Charges							
3560 - First Financial Bank / Credit Cards	296607	18-Elevator Permit at TLRC	Paid by Check # 73550	03/09/2021	03/09/2021	03/19/2021	03/19/2021	262.93
			count 53990 - Othe	r Services and O	Charges Totals	Invoice Transac	tions 1	\$262.93
		Progra	m 185000 - Twin La	akes Recreation	Center Totals	Invoice Transac	tions 15	\$8,099.38
Program 185002 - TLRC-Health & We	llness							
Account 53940 - Temporary Contract	ual Employee							
6161 - Morgan Ashley Banks	03042021	18-TLRC Fitness Specialist	Paid by EFT # 39796	03/09/2021	03/09/2021	03/19/2021	03/19/2021	125.00
7276 - Kaitlyn Clementi	03052021	18-TLRC Fitness Specialist	Paid by EFT # 39820	03/09/2021	03/09/2021	03/19/2021	03/19/2021	180.00
7086 - Rivkah L Moore	03052021	18-TLRC Fitness	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	250.00
1973 - Megan M Stark	03052021	Specialist 18-TLRC Fitness	39879 Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	180.00
		Specialist	39919					
7440 - William Tuttle	03042021	18-TLRC Fitness Specialist	Paid by EFT # 39931	03/09/2021	03/09/2021	03/19/2021	03/19/2021	137.50
		Account	53940 - Temporary	Contractual En	nployee Totals	Invoice Transac	tions 5	\$872.50
		1	Program 185002 - T l	LRC-Health & W	/eliness Totals	Invoice Transac	tions 5	\$872.50
Program 185006 - TLRC-Concessions Account 52330 - Street , Alley, and Se	wer Material							
5819 - Synchrony Bank	6478	18 - TLRC Concession	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	118.40
3013 Synchrony bank	0 17 0	Items	73567	03/09/2021	03/03/2021	03/13/2021	03/13/2021	110.40



		Account 5	52330 - Street ,	Alley, and Sewer	Material Totals	Invoice Transac	ctions 1	\$118.40
			Program 1	85006 - TLRC-Con	cessions Totals	Invoice Transac	ctions 1	\$118.40
Program 186500 - Community Events								
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards		•	Paid by Check #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	49.05
	5	Supply Shopping	73550 Acco	unt 52420 - Other	Supplies Totals	Invoice Transac	ctions 1	\$49.05
				86500 - Communit		Invoice Transac	ctions 1	\$49.05
Program 189006 - Switchyard Proper	hv				,	11110100 11011001		4.5.65
Account 43220 - Facility Rentals	- y							
Megan Reece	2021-00000275	18-Refunds	Paid by Check # 73572	03/09/2021	03/09/2021	03/19/2021	03/19/2021	550.00
			Accou	int 43220 - Facility	Rentals Totals	Invoice Transac	ctions 1	\$550.00
			Program 189	006 - Switchyard	Property Totals	Invoice Transac	ctions 1	\$550.00
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	659664547459	18-Amazon Recycled Storage Clipboard UF	Paid by EFT # 39922	03/09/2021	03/09/2021	03/19/2021	03/19/2021	21.49
		Storage Clipboard Of		unt 52420 - Other	Supplies Totals	Invoice Transac	ctions 1	\$21.49
			Prograr	m 189503 - Urban	Forestry Totals	Invoice Transac	ctions 1	\$21.49
Program G20002 - Banneker ROI								
Account 52420 - Other Supplies								
6013 - B&H Foto & Electronics Corp	184921307	18-BBCC-ROI Kitchen A/V	' Paid by EFT # 39795	03/09/2021	03/09/2021	03/19/2021	03/19/2021	244.92
5819 - Synchrony Bank	739695393338	18-Amazon Banneker	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	150.83
		Equipment Supplies	39922					
			Acco	unt 52420 - Other	Supplies Totals	Invoice Transac	ctions 2	\$395.75
Account 53610 - Building Repairs	420000266424	10.4	D.: II. FET #	02/00/2021	02/00/2024	02/10/2021	02/10/2021	170.00
5819 - Synchrony Bank	438888366434	18-Amazon 2 Mobile Stand Up Desks Banneker	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	179.98
5819 - Synchrony Bank	448483677446		Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	38.94
5040 0 1 5 1	72060520220	Holder Banneker	39922	02/02/2024	02/00/2024	02/10/2021	00/40/0004	226.40
5819 - Synchrony Bank	739695393338	18-Amazon Banneker Equipment Supplies	Paid by EFT # 39922	03/09/2021	03/09/2021	03/19/2021	03/19/2021	326.40
		сцирптент эфрнез		t 53610 - Building	Repairs Totals	Invoice Transac	ctions 3	\$545.32
Account 53990 - Other Services and C	harges				-			
5819 - Synchrony Bank	645467638568	18-Amazon Acoustic	Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	86.99
5910 - Synchrony Pank	739695393338	Panels Soundproofing	39922	03/00/2021	03/00/2021	03/10/2021	03/10/2021	166.46
5819 - Synchrony Bank	7350505050	18-Amazon Banneker Equipment Supplies	Paid by EFT # 39922	03/09/2021	03/09/2021	03/19/2021	03/19/2021	100.40
				ther Services and	Charges Totals	Invoice Transac	ctions 2	\$253.45



Invoice Date Range 02/27/21 - 03/19/21

Account **54450 - Equipment**

5819 - Synchrony Bank	739695393338	18-Amazon Banneker Eguipment Supplies	Paid by EFT # 39922	03/09/2021	03/09/2021	03/19/2021	03/19/2021	109.97
				ount 54450 - Eq	uipment Totals	Invoice Transac	ctions 1	\$109.97
			Program (G20002 - Banne	ker ROI Totals	Invoice Transac	ctions 8	\$1,304.49
Program G20008 - 2020 Griffy LAR Account 53990 - Other Services and								
50335 - Aquatic Control, INC	193131	18-Griffy Lake AVMP	Paid by EFT # 39789	03/09/2021	03/09/2021	03/19/2021	03/19/2021	2,800.00
		А	ccount 53990 - Oth	er Services and	Charges Totals	Invoice Transac	ctions 1	\$2,800.00
			Program G20	0008 - 2020 Grif	fy LARE Totals	Invoice Transac	ctions 1	\$2,800.00
			Department :	18 - Parks & Re	creation Totals	Invoice Transac	ctions 43	\$22,155.54
			Fund 201 - Parks	and Rec Non Re	everting Totals	Invoice Transac	ctions 136	\$537.23
Fund 977 - Parks 2016 GO Bond Pr Department 18 - Parks & Recreation Program 18016C - 2016 C BP GN Of Account 54510 - Other Capital Outl	n P PP SO 3rd WinSP	,						
10412 - Complete Masonry Supplies, I		18-24"x12' form tube fo baes of halo light posts	r Paid by EFT # 39822	03/09/2021	03/09/2021	03/19/2021	03/19/2021	155.72
			Account 54510	- Other Capital	Outlays Totals	Invoice Transac	ctions 1	\$155.72
		Program 18	8016C - 2016 C BP (GN OP PP SO 3rd	d WinSP Totals	Invoice Transac	ctions 1	\$155.72
Program 18016D - 2016 D Lower C Account 54510 - Other Capital Outl								
7059 - Eagle Ridge Civil Engineering Services, LLC	204-15	18- Cascades creek repair and trail to	Paid by EFT # 39828	03/09/2021	03/09/2021	03/19/2021	03/19/2021	7,995.10
			Account 54510	- Other Capital	Outlays Totals	Invoice Transac	ctions 1	\$7,995.10
			Program 18016D - 2	2016 D Lower C	ascades Totals	Invoice Transac	ctions 1	\$7,995.10
			Department :	18 - Parks & Re	creation Totals	Invoice Transac	ctions 2	\$8,150.82
			Fund 977 - Parks 2	2016 GO Bond P	roceeds Totals	Invoice Transac	ctions 2	\$8,150.82
Fund 980 - 2018 BicentennialBnd F Department 18 - Parks & Recreation Program 18018A - 7th St Green Wa Account 54510 - Other Capital Outl	n y, RCA Power Line							
5641 - AZTEC Engineering Group, INC		18- Duke Power Line Trail Design	Paid by EFT # 39794	03/09/2021	03/09/2021	03/19/2021	03/19/2021	5,500.00
		-	Account 54510	- Other Capital	Outlays Totals	Invoice Transac	ctions 1	\$5,500.00
		Program 18	3018A - 7th St Gree	n Way, RCA Pov	ver Line Totals	Invoice Transac	ctions 1	\$5,500.00

Program 18018B - Griffy Loop Trail Lower Cascades

Account **54510 - Other Capital Outlays**



1271

Board of Park & Recreation Claim Register

18- Griffy Lake Loop Trail Paid by EFT #	03/09/2021	03/09/2021	03/19/2021	03/19/2021	2,757.58
Design 39872 Account 54510 -	Other Capital	Outlays Totals	Invoice Transac	tions 1	\$2,757.58
Program 18018B - Griffy Loop	Trail Lower C	ascades Totals	Invoice Transac	tions 1	\$2,757.58
Department 18	8 - Parks & Red	creation Totals	Invoice Transac	tions 2	\$8,257.58
Fund 980 - 2018 Bicent	ennialBnd Prcd	900030 Totals	Invoice Transac	tions 2	\$8,257.58
		Grand Totals	Invoice Transac	tions 417	\$16,988.55

REGISTER OF CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	вапк Transfer	Amount
3/19/2021	Claims				16,988.55
					16,988.55
		ALLOWANCE OF CLA	AIMS		
claims, and e	mined the claims listed on the forecast cept for the claims not allowed as first forecast for the claims for the claims not allowed as first forecast for the claims listed on the forecast fore				
Dated this _	day of year o	of 20			
			_		
			_		· · · · · · · · · · · · · · · · · · ·
	that each of the above listed voucith IC 5-11-10-1.6.	cher(s) or bill(s) is (are) true and o	correct and I have audited same	e in	
	F	Fiscal Office			

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
2/26/2021	Payroll				122,193.67
					122,193.67
		ALLOWANCE	OF CLAIMS		
claim, and exc	mined the claims listed on the cept for the claims not allow 122,193.67		f claims, consisting of gister, such claims are here	by allowed in the	
Dated this _	day of	year of 20			
			 		
•	fy that each of the above lis ith IC 5-11-10-1.6.	ted voucher(s) or bill(s) is (are) true and correct an	nd I have audited same in	
		Fiscal Officer			

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
3/12/2021	Payroll				129,015.01
					129,015.01
		ALLOWANCE	OF CLAIMS		
claim, and exc	nined the claims listed on t cept for the claims not allow f 129,015.01		of claims, consisting of egister, such claims are here	1 by allowed in the	
Dated this _	day of	year of 20			
					
			 		
•	y that each of the above lis ith IC 5-11-10-1.6.	sted voucher(s) or bill(s	s) is (are) true and correct an	d I have audited same in	
		Fiscal Officer			

REVENUES AND EXPE	NSES: COM	PARISON REI	PORT					
Expenses	2020	2020	2020	2020	2021	2021	2021	
February	Total	Actual	Expenses	of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	for Year	<u>February</u>	to date	<u>Budget</u>	<u>February</u>	to date	<u>change</u>
General Fund								
Administration	737,200	754,943	253,473	33.58%	717,168	210,719	29.38%	-16.87%
Health & Wellness	107,016	87,486	17,117	19.56%	86,927	14,715	16.93%	-14.03%
Community Relations	487,964	382,301	79,412	20.77%	498,198	68,648	15.94%	-13.56%
Aquatics	378,257	41,799	6,979	16.70%	314,868	4,270	1.36%	-38.82%
Frank Southern Center	381,828	313,225	100,339	32.03%	369,516	45,020	12.18%	-55.13%
Golf Services	706,904	752,234	78,568	10.44%	720,425	59,757	8.29%	-23.94%
Natural Resources	388,562	356,217	49,219	13.82%	390,401	29,570	7.57%	-39.92%
Youth Programs	62,293	73,338	14,677	20.01%	73,773	13,440	18.22%	-8.43%
TLRC	294,799	286,735	56,530	19.72%	278,629	47,716	17.13%	-15.59%
Community Events	405,346	416,547	79,620	19.11%	418,379	67,098	16.04%	-15.73%
Adult Sports	286,511	191,953	31,762	16.55%	244,078	25,309	10.37%	-20.32%
Youth Sports	295,022	229,703	26,728	11.64%	231,548	27,981	12.08%	4.69%
BBCC	444,450	309,347	64,330	20.80%	419,321	61,666	14.71%	-4.14%
Inclusive Recreation	86,491	89,526	11,004	12.29%	89,535	9,047	10.10%	-17.78%
Operations	1,979,870	1,803,531	249,394	13.83%	1,865,916	216,067	11.58%	-13.36%
Switchyard Property	256,821	200,725	24,977	12.44%	410,662	32,894	8.01%	31.70%
Landscaping	613,368	514,742	61,791	12.00%	654,879	65,246	9.96%	5.59%
Cemeteries	211,863	180,755	24,838	13.74%	214,404	26,246	1	5.67%
Urban Forestry	514,292	378,572	45,202	11.94%	501,313	63,416	1	40.30%
Recover Forward	50,000	50,000	0	0.00%	,	0		0.00%
General Fund total:	7,901,657	7,413,677	1,275,959	17.21%	8,499,941	1,088,824	12.81%	-14.67%
Non-Reverting Fund								
Administration	14,650	13,277	3,022	22.76%	18,550	2,277	12.27%	-24.66%
Health & Wellness	1,650	18,293	58	0.31%	2,450	0	0.00%	0.00%
Community Relations	5,350	7,824	2,630	33.61%	5,350	0	0.00%	0.00%
Aquatics	81,959	79,918	0	0.00%	55,544	210	0.38%	0.00%
Frank Southern Cente	86,859	100,685	21,984	21.83%	87,669	5,094	5.81%	-76.83%
Golf Services	168,852	142,148	750	0.53%	126,758	3,128	2.47%	316.93%
Natural Resources	65,429	23,982	27,954	116.56%	70,610	29,011	41.09%	3.78%
Youth Programs	238,025	99,238	4,563	4.60%	214,782	2,138	1.00%	-53.16%
*TLRC - day to day	570,919	447,049	88,813	19.87%	633,489	41,876	6.61%	-52.85%
Community Events	250,680	188,015	27,758	14.76%	216,119	10,102	4.67%	-63.61%
Adult Sports	140,331	72,275	1,007	1.39%	135,504	1,251	0.92%	24.18%
Youth Sports	9,482	54,592	1,708	3.13%	9,578	1,456	1	-14.75%
BBCC	41,962	19,493	1	0.00%	2,560	0	0.00%	0.00%
Childcare Program	0	1,399	0	0.00%	0	0		0.00%
Inclusive Recreation	0	,	0	0.00%	0	0		0.00%
Operations	42,610	21,991	63	0.29%	46,110	62		-1.74%
Dog Park	0	,	0	0.00%	0	0		0.00%
Switchyard	27,577	41,870	23,284	55.61%	27,672	7,652	27.65%	-67.13%
Landscaping (CCC P	6,150	0	0	0.00%	0	0	0.00%	0.00%
	0	0	0	0.00%	0	0	1	0.00%
Cemeteries	U	O I						
Cemeteries Urban Forestry	0	940	0	0.00%	6,350	0	0.00%	0.00%
	0	940	0			0 104,257	0.00% 6.28%	0.00% -48.79%
Urban Forestry	_			0.00% 15.27% 49.62%	6,350 1,659,093 474,100		6.28%	

Other Misc Funds								
15-16 MCCSC 21st C	884				884			
16-17 MCCS 21st cor	m l							
17-18 MCCSC 21st C	om Learn							
18-19 MCCSC 21st C	om Learn							
19-20 MCCSC 21st C	om Learn	9,208	6,764			136		
20-21 MCCSC 21st C	om Learn					4,285		
Community Banneker	Bus	39,995						
G14006 Out-of School	ol Prg.							
G15008 Summer Foo	11,115	33,346			11,115			
G15009 Nature Days	S/Star							
Griffy Lake Nature Da	ıy	14,269						
Wapehani I-69 Mitiga	tion							
Leonard Springs Natu	ıre							
Banneker Nature Day	,	3,659						
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act	9,936							
Goat Farm								
Giffy LARE		6,300						
Deer Cull		25,000						
Banneker ROI		177,541	35,803			2,527		
Other Misc Funds total:	21,935	106,778	42,567	39.87%	11,999	6,948		
TOTAL ALL FUNDS	10,158,076	9,335,181	1,761,164	18.87%	10,645,134	1,436,335	13.49%	-18.44%

REVENUES AND EXP	ENSES: CO	MPARISON	I REPORT					
Revenues February 2								
	2020	2020	2020	2020	2021	2021	2021	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue)
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	for year	<u>February</u>	to date	for year	<u>February</u>	to date	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,513,025	7,175,967	0	100.00%	6,540,158	0	0.00%	0.00%
Administration	500	28,131	0	0.00%	500	83	16.68%	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	186,000	0	0	0.00%	186,600	0	0.00%	0.00%
Frank Southern	199,300	123,312	51,966	42.14%	215,100	8,677	4.03%	-83.30%
Golf Services	599,500	682,689	13,222	1.94%	572,000	1,810	0.32%	-86.31%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	12,165	914	870	6.41%	12,900	90	0.70%	-89.66%
Adult Sports	54,000	13,563	27	0.20%	48,500	-141	-0.29%	-618.02%
Youth Sports	30,500	10,828	-76	-0.70%	39,800	-22	-0.06%	-71.16%
BBCC	15,000	6,027	1,330	22.07%	15,000	6,661	44.41%	400.77%
Operations	0	85	3,875	4558.82%	0	4,525	0.00%	16.77%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	32,525	47,750	0	0.00%	28,150	0	0.00%	0.00%
Urban Forestry		0	0	0.00%		0	0.00%	0.00%
Recover Forward		50,000	0	0.00%		0	0.00%	0.00%
Subtotal Program Re	1,129,490	963,298	71,214	7.39%	1,118,550	21,682	1.94%	-69.55%
			,—		-,,	,	1.01/0	-09.33 /6
General Fund Total	7,642,515	8,139,265	71,214	0.87%	7,658,708	21,682	0.28%	-69.55%
		, ,						
General Fund Total		, ,						-69.55%
General Fund Total Non-Reverting Fund	7,642,515	8,139,265	71,214	0.87%	7,658,708	21,682	0.28%	-69.55% -98.06%
General Fund Total Non-Reverting Fund Administration	7,642,515 35,600	8,139,265 16,415	71,214 10,779	0.87 % 65.67%	7,658,708 35,600	21,682 210	0.28% 0.59%	-69.55% -98.06% 0.00%
General Fund Total Non-Reverting Fund Administration Health & Wellness	7,642,515 35,600 3,915	8,139,265 16,415 23,764	71,214 10,779	0.87% 65.67% 0.00%	7,658,708 35,600 3,250	21,682 210 0	0.28% 0.59% 0.00%	-69.55% -98.06% 0.00% 0.00%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations	7,642,515 35,600 3,915 5,400	8,139,265 16,415 23,764 8,089	71,214 10,779 0 2,000	0.87% 65.67% 0.00% 24.72%	7,658,708 35,600 3,250 5,400	21,682 210 0	0.28% 0.59% 0.00% 0.00%	-69.55% -98.06% 0.00% 0.00%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics	7,642,515 35,600 3,915 5,400 86,301	8,139,265 16,415 23,764 8,089 2,692	71,214 10,779 0 2,000 87	0.87% 65.67% 0.00% 24.72% 3.23%	7,658,708 35,600 3,250 5,400 85,503	21,682 210 0 0	0.28% 0.59% 0.00% 0.00% 0.00%	-69.55% -98.06% 0.00% 0.00% -178.83%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern	35,600 3,915 5,400 86,301 123,300	8,139,265 16,415 23,764 8,089 2,692 55,031	71,214 10,779 0 2,000 87 20,242	0.87% 65.67% 0.00% 24.72% 3.23% 36.78%	35,600 3,250 5,400 85,503 102,200	21,682 210 0 0 0 -15,957	0.28% 0.59% 0.00% 0.00% 0.00% -15.61%	-69.55% -98.06% 0.00% 0.00% -178.83% -26.72%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799	71,214 10,779 0 2,000 87 20,242 1,754	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09%	35,600 3,250 5,400 85,503 102,200 149,300	21,682 210 0 0 0 -15,957 1,285	0.28% 0.59% 0.00% 0.00% 0.00% -15.61% 0.86%	-69.55% -98.06% 0.00% 0.00% -178.83% -26.72% -43.54%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services Natural Resources	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500 70,000	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799 61,656	71,214 10,779 0 2,000 87 20,242 1,754 449	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09% 0.73%	35,600 3,250 5,400 85,503 102,200 149,300 71,400	21,682 210 0 0 0 -15,957 1,285 254	0.28% 0.59% 0.00% 0.00% 0.00% -15.61% 0.86% 0.36%	-69.55% -98.06% 0.00% 0.00% -178.83% -26.72% -43.54% -72.31%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services Natural Resources Youth Programs	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500 70,000 246,740	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799 61,656 116,867	71,214 10,779 0 2,000 87 20,242 1,754 449 9,723	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09% 0.73% 8.32%	7,658,708 35,600 3,250 5,400 85,503 102,200 149,300 71,400 246,740	21,682 210 0 0 -15,957 1,285 254 2,692	0.28% 0.59% 0.00% 0.00% 0.00% -15.61% 0.86% 0.36% 1.09%	-69.55% -98.06% 0.00% 0.00% -178.83% -26.72% -43.54% -72.31% -64.14%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services Natural Resources Youth Programs *TLRC -Operational	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500 70,000 246,740 1,065,974	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799 61,656 116,867 451,170	71,214 10,779 0 2,000 87 20,242 1,754 449 9,723 142,358	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09% 0.73% 8.32% 31.55%	7,658,708 35,600 3,250 5,400 85,503 102,200 149,300 71,400 246,740 730,428	21,682 210 0 0 -15,957 1,285 254 2,692 51,055	0.28% 0.59% 0.00% 0.00% 0.00% -15.61% 0.86% 0.36% 1.09% 6.99%	-69.55% -98.06% 0.00% 0.00% -178.83% -26.72% -43.54% -72.31% -64.14% -80.99%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services Natural Resources Youth Programs *TLRC -Operational Community Events	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500 70,000 246,740 1,065,974 200,311	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799 61,656 116,867 451,170 93,604	71,214 10,779 0 2,000 87 20,242 1,754 449 9,723 142,358 59,527	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09% 0.73% 8.32% 31.55% 63.59%	7,658,708 35,600 3,250 5,400 85,503 102,200 149,300 71,400 246,740 730,428 192,459	21,682 210 0 0 -15,957 1,285 254 2,692 51,055 11,315	0.28% 0.59% 0.00% 0.00% -15.61% 0.86% 0.36% 1.09% 6.99% 5.88%	-69.55% -98.06% 0.00% 0.00% -178.83% -26.72% -43.54% -72.31% -64.14% -80.99% -69.68%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services Natural Resources Youth Programs *TLRC -Operational Community Events Adult Sports	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500 70,000 246,740 1,065,974 200,311 143,500	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799 61,656 116,867 451,170 93,604 39,589	71,214 10,779 0 2,000 87 20,242 1,754 449 9,723 142,358 59,527 5,236	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09% 0.73% 8.32% 31.55% 63.59% 13.23%	7,658,708 35,600 3,250 5,400 85,503 102,200 149,300 71,400 246,740 730,428 192,459 138,300	21,682 210 0 0 0 -15,957 1,285 254 2,692 51,055 11,315 1,588	0.28% 0.59% 0.00% 0.00% -15.61% 0.86% 0.36% 1.09% 6.99% 5.88% 1.15%	-69.55% -98.06% 0.00% 0.00% -178.83% -26.72% -43.54% -72.31% -64.14% -80.99% -69.68% 0.00%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services Natural Resources Youth Programs *TLRC -Operational Community Events Adult Sports Youth Sports	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500 70,000 246,740 1,065,974 200,311 143,500 4,002	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799 61,656 116,867 451,170 93,604 39,589 1,344	71,214 10,779 0 2,000 87 20,242 1,754 449 9,723 142,358 59,527 5,236 -2	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09% 0.73% 8.32% 31.55% 63.59% 13.23% -0.15%	7,658,708 35,600 3,250 5,400 85,503 102,200 149,300 71,400 246,740 730,428 192,459 138,300 3,502	21,682 210 0 0 -15,957 1,285 254 2,692 51,055 11,315 1,588 0	0.28% 0.59% 0.00% 0.00% -15.61% 0.86% 0.36% 1.09% 6.99% 5.88% 1.15% 0.00%	-69.55% -98.06% 0.00% 0.00% -178.83% -26.72% -43.54% -72.31% -64.14% -80.99% -69.68% 0.00% 631.50%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services Natural Resources Youth Programs *TLRC -Operational Community Events Adult Sports Youth Sports BBCC	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500 70,000 246,740 1,065,974 200,311 143,500 4,002 7,600	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799 61,656 116,867 451,170 93,604 39,589 1,344 19,524	71,214 10,779 0 2,000 87 20,242 1,754 449 9,723 142,358 59,527 5,236 -2 259	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09% 0.73% 8.32% 31.55% 63.59% 13.23% -0.15% 1.33%	7,658,708 35,600 3,250 5,400 85,503 102,200 149,300 71,400 246,740 730,428 192,459 138,300 3,502 7,600	21,682 210 0 0 0 -15,957 1,285 254 2,692 51,055 11,315 1,588 0 1,894	0.28% 0.59% 0.00% 0.00% -15.61% 0.86% 0.36% 1.09% 6.99% 5.88% 1.15% 0.00% 24.92%	-69.55% -98.06% 0.00% 0.00% -178.83% -26.72% -43.54% -72.31% -64.14% -80.99% 69.68% 0.00% 631.50% 8.55%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services Natural Resources Youth Programs *TLRC -Operational Community Events Adult Sports Youth Sports BBCC Operations	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500 70,000 246,740 1,065,974 200,311 143,500 4,002 7,600 64,800	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799 61,656 116,867 451,170 93,604 39,589 1,344 19,524 38,706	71,214 10,779 0 2,000 87 20,242 1,754 449 9,723 142,358 59,527 5,236 -2 259 6,357	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09% 0.73% 8.32% 31.55% 63.59% 13.23% -0.15% 1.33% 16.42%	7,658,708 35,600 3,250 5,400 85,503 102,200 149,300 71,400 246,740 730,428 192,459 138,300 3,502 7,600 68,900	21,682 210 0 0 -15,957 1,285 254 2,692 51,055 11,315 1,588 0 1,894 6,900	0.28% 0.59% 0.00% 0.00% 0.00% -15.61% 0.86% 0.36% 1.09% 6.99% 5.88% 1.15% 0.00% 24.92% 10.01%	-69.55% -98.06% 0.00% 0.00% -178.83% -26.72% -43.54% -72.31% -64.14% -80.99% -69.68% 0.00% 8.55% 0.00%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services Natural Resources Youth Programs *TLRC -Operational Community Events Adult Sports Youth Sports BBCC Operations Dog Park	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500 70,000 246,740 1,065,974 200,311 143,500 4,002 7,600 64,800 400	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799 61,656 116,867 451,170 93,604 39,589 1,344 19,524 38,706 0	71,214 10,779 0 2,000 87 20,242 1,754 449 9,723 142,358 59,527 5,236 -2 259 6,357 0	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09% 0.73% 8.32% 31.55% 63.59% 13.23% -0.15% 1.33% 16.42% 0.00%	7,658,708 35,600 3,250 5,400 85,503 102,200 149,300 71,400 246,740 730,428 192,459 138,300 3,502 7,600 68,900 400	21,682 210 0 0 0 -15,957 1,285 254 2,692 51,055 11,315 1,588 0 1,894 6,900 0	0.28% 0.59% 0.00% 0.00% 0.00% -15.61% 0.86% 0.36% 1.09% 5.88% 1.15% 0.00% 24.92% 10.01% 0.00%	-69.55% -98.06% 0.00% 0.00% -178.83% -26.72% -43.54% -72.31% -64.14% -80.99% -69.68% 0.00% 8.55% 0.00% -77.71%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services Natural Resources Youth Programs *TLRC -Operational Community Events Adult Sports Youth Sports BBCC Operations Dog Park Switchyard (CCC Prop	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500 70,000 246,740 1,065,974 200,311 143,500 4,002 7,600 64,800 400 12,500	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799 61,656 116,867 451,170 93,604 39,589 1,344 19,524 38,706 0 27,491	71,214 10,779 0 2,000 87 20,242 1,754 449 9,723 142,358 59,527 5,236 -2 259 6,357 0 9,836	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09% 0.73% 8.32% 31.55% 63.59% 13.23% -0.15% 1.33% 16.42% 0.00% 35.78%	7,658,708 35,600 3,250 5,400 85,503 102,200 149,300 71,400 246,740 730,428 192,459 138,300 3,502 7,600 68,900 400 31,500	21,682 210 0 0 0 -15,957 1,285 254 2,692 51,055 11,315 1,588 0 1,894 6,900 0 2,193	0.28% 0.59% 0.00% 0.00% 0.00% -15.61% 0.86% 0.36% 1.09% 6.99% 5.88% 1.15% 0.00% 24.92% 10.01% 0.00% 6.96%	-69.55% -98.06% 0.00% 0.00% 0.00% -178.83% -26.72% -43.54% -72.31% -64.14% -80.99% 0.00% 631.50% 8.55% 0.00% -77.71% 0.00%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services Natural Resources Youth Programs *TLRC -Operational Community Events Adult Sports Youth Sports BBCC Operations Dog Park Switchyard (CCC Prop	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500 70,000 246,740 1,065,974 200,311 143,500 4,002 7,600 64,800 400 12,500 0	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799 61,656 116,867 451,170 93,604 39,589 1,344 19,524 38,706 0 27,491 750	71,214 10,779 0 2,000 87 20,242 1,754 449 9,723 142,358 59,527 5,236 -2 259 6,357 0 9,836 0	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09% 0.73% 8.32% 31.55% 63.59% 13.23% -0.15% 1.33% 16.42% 0.00% 35.78% 0.00%	7,658,708 35,600 3,250 5,400 85,503 102,200 149,300 71,400 246,740 730,428 192,459 138,300 3,502 7,600 68,900 400 31,500 0	21,682 210 0 0 0 -15,957 1,285 254 2,692 51,055 11,315 1,588 0 1,894 6,900 0 2,193 0	0.28% 0.59% 0.00% 0.00% 0.00% -15.61% 0.86% 0.36% 1.09% 5.88% 1.15% 0.00% 24.92% 10.01% 0.00% 6.96% 0.00%	-69.55% -98.06% 0.00% 0.00% -178.83% -26.72% -43.54% -72.31% -64.14% -80.99% -69.68% 0.00% 631.50% 8.55% 0.00% -77.71% 0.00%
General Fund Total Non-Reverting Fund Administration Health & Wellness Community Relations Aquatics Frank Southern Golf Services Natural Resources Youth Programs *TLRC -Operational Community Events Adult Sports Youth Sports BBCC Operations Dog Park Switchyard (CCC Proplands) Cemeteries	7,642,515 35,600 3,915 5,400 86,301 123,300 156,500 70,000 246,740 1,065,974 200,311 143,500 4,002 7,600 64,800 400 12,500 0	8,139,265 16,415 23,764 8,089 2,692 55,031 160,799 61,656 116,867 451,170 93,604 39,589 1,344 19,524 38,706 0 27,491 750 0	71,214 10,779 0 2,000 87 20,242 1,754 449 9,723 142,358 59,527 5,236 -2 259 6,357 0 9,836 0	0.87% 65.67% 0.00% 24.72% 3.23% 36.78% 1.09% 0.73% 8.32% 31.55% 63.59% 13.23% -0.15% 1.33% 16.42% 0.00% 35.78% 0.00%	7,658,708 35,600 3,250 5,400 85,503 102,200 149,300 71,400 246,740 730,428 192,459 138,300 3,502 7,600 68,900 400 31,500 0	21,682 210 0 0 0 -15,957 1,285 254 2,692 51,055 11,315 1,588 0 1,894 6,900 0 2,193 0 0	0.28% 0.59% 0.00% 0.00% 0.00% -15.61% 0.86% 0.36% 1.09% 6.99% 5.88% 1.15% 0.00% 24.92% 10.01% 0.00% 6.96% 0.00% 0.00%	

TOTAL ALL FUNDS	10,033,932	9,264,658	367,405	3.97%	9,720,764	145,131	1.49%	-60.50%
Other Misc Funds total:	155,074	0	25,085		180,074	60,020		
2019 Deer Cull IN DNF	R CHAP		25,000		25,000	25,000		
Nature Days Star								
Yth & Adolescent Phy	8,000				8,000			
Banneker Nature Days								
Banneker ROI								
(902) Rose Hill Trust			85			20		
G15009 Griffy Nature [Days							
G15008 Leonard Sprin	g							
Griffy LARE Veg. Mgt								
Wapehani Mitigation I6	9							
NRPA Nutrition Hub						35,000		
Kaboom Play Everywho	ere							
Communit Banneker B	45,000				45,000			
G14009 Summer Food	27,864				27,864			
G19-20 MCCSC 21st (30,000				14,210			
G18-19 MCCSC 21st (30,000				30,000			
G-17-18 MCCSC 21st	14,210				30,000			

	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
		1/1/2021	2/28/2021	revenue	2/28/2021	RESERVE *	Expense Over/Under	
							Over/Under	THIS IS THE
						see	(does not include	TOTAL
						explanation	expenses taken from	ACCUMULATED
						below*	RESERVE)	AMOUNT
181000	Administration	263,161.73	209.55			2,276.97	209.55	261,094.31
181001	Health & Wellness	14,884.91	0.00			0.00	0.00	14,884.91
181100	Community Relations	34,679.89	0.00			0.00	0.00	34,679.89
182001	Aquatics	311,829.23	0.00			210.00	0.00	311,619.23
182500	Frank Southern Center	145,619.91	(15,957.00)			5,094.00	(15,957.00)	124,568.91
183500	Golf Course	162,151.68	1,285.26			3,128.03	1,285.26	160,308.91
184000	Natural Resources	329,236.85	253.50			29,011.46	253.50	300,478.89
184500	Allison Jukebox	290,192.83	2,692.28			2,137.51	2,692.28	290,747.60
185000	TLRC	(2,235,133.79)	36,088.55			278,182.47	36,088.55	(2,477,227.71)
185009	TLRC Reserve	631,401.59	14,966.84			0.00	14,966.84	646,368.43
186500	Community Events	543,891.59	11,315.36			10,101.65	11,315.36	545,105.30
187001	Adult Sports	2,251.34	1,587.82			1,250.99	1,587.82	2,588.17
187202	Youth Sports	6,198.34	0.00			1,455.99	0.00	4,742.35
187209	Skate Park	575.42	0			0.00	0.00	2,469.28
187500	Benjamin Banneker Comm Center	64,551.43	1,893.86			0.00	1,893.86	66,445.29
	Childcare Program	(1,399.03)	0.00			0.00	0.00	(1,399.03)
189000	Operations	194,525.72	6,900.30			62.00	6,900.30	201,364.02
189005	Dog Park	5,993.79	0.00			0.00	0.00	5,993.79
**189006	Switchyard Property	223,929.49	2,192.56			7,652.40	2,192.56	218,469.65
189500	Landscaping	13,454.36	0.00			0.00	0.00	13,454.36
189501	Cemeteries	1,497.00	0.00			0.00	0.00	1,497.00
189503	Urban Forestry	28,477.22	0.00			0.00	0.00	28,477.22
10002.01	Change Fund	0.00	0.00			0.00	0.00	0.00
201-24105	Deposits	0.00	0.00			0.00	0.00	0.00
	TOTALS	1,031,971.50	63,428.88	0.00	0.00	340,563.47	63,428.88	756,730.77

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

(275,240.73)

INCREASE/DECREASE FOR THE CURRENT

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

Bloomington Parks and Recreation Surplus Declaration Form Mar-21

Date	Area/Staff	Quantity/Item	Means of Disposal	Date Disposed
4-Mar	Sports - Daren	12 old light fixtures	TLRC Dumpster	
4-Mar	Sports - Daren	Old Sponsorship banners TLRC Dumpster		
4-Mar	Sports - Daren	Broken Exit lights/parts	TLRC Dumpster	
8-Mar	Sports - Daren	1 slide projector, 1 overhead projector, 5 JAMMO speakers	TLRC Dumpster	
8-Mar	Ops-Mark	1 old snow plow frame	JB Salvage	
12-Mar	Sports - Daren	2 old entry door mats	TLRC Dumpster	
12-Mar	Sports - Daren	1 - 25 lbs medicien ball, old weight machine pads	TLRC Dumpster	
		Closed		



STAFF REPORT

Agenda Item: B-1 Date: 3/18/2021

Administrator Review\Approval

TO: Board of Park Commissioners

FROM: Leslie Brinson, Community Events Manager

DATE: March 23, 2021

SUBJECT: POLICY UPDATES – POLICIES 4050 and 4220

Recommendation

Staff recommends approval of the following updated Parks and Recreation Policies; 4050 and 4220.

Background

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

Policy 4050: Job Postings

• Updated to be consistent with the current Human Resources directives as it comes to posting full time job openings. Locations were both added and deleted, based on information from HR. Information was also added concerning the HR process for requisition of new positions.

Policy 4220: Succession Planning

 This is a new policy, but the procedures for a succession plan have been in place for many years. Within the accreditation process it was determined that this process should be made official in the form of a policy. The plan provided has been approved and utilized by the Parks Administrator under the guidance of the Mayor's Office.

RESPECTFULLY SUBMITTED,

Community Events Manager

Human Resources Policies Job Posting: 4050

Date: May 18, 1998

Updated:

POLICY RE: Job Posting Process

The following is the process to follow for posting jobs both internally and externally.

Internal Postings:

- Post every open position internally, even if you have a strong potential candidate identified.
- Complete the online Requisition to Post a Vacancy form on Civic HR (this does not pertain to seasonal employees). Fill out the 'Personnel Requisition for Position Vacancy' form and return it to Employee Services.
- Positions should be posted with a minimum of three days for non-union positions and five days for union positions — though you probably would only use this short of a period if you had a strong potential candidate identified.
- The average posting time is two weeks.
- There is no maximum time to post a position. If a posting is out for a month and no suitable candidates have applied, the position may be re posted.
- The selection of alternates is described in the Personnel Manual on page 6. Using an identified alternate is the only time an open position does not have to be posted.

External Postings:

External postings will automatically be sent to the following organizations:

Area 10 Agency on Aging Arts & Science Placement Career Center

Black Cultural Center
CAP Chicano Riqueno Studies

Headstart Ivy Tech

Housing Authority

Su Casa Lighthouse Community Church

Bartholomew County NAACP South Central Workforce Development Work One

Second Baptist Church Stone Belt Center

United Ministries Shalom Community Center

Indiana Black Expo

AMVETS Post 2000

Bethel AME Church

American Legion

El Centro Communal Latino Monroe County NAACP

HU Dept. of Spanish and Portuguese CLACS
Student Employment Office Career Placement Service

Indeed Vice Provost of Academic Affairs

Latino Studies ELGL

Human Resources Policies Job Posting: 4050

Date: May 18, 1998

Updated:

Asian Culture Center

South Central Community Action Program

Office of VP for Diversity, Equity, and Multicultural Affairs

Islamic Center for Bloomington

La Casa, Latino Cultural Center

Office of Affirmative Action

Center for Latin American and Caribbean Studies

- The position will be advertised externally unless the supervisor indicates otherwise. If there is a strong internal candidate, it may not be necessary to advertise externally.
- All positions will be advertised in the Herald Times for 1 Saturday unless the supervisor indicates otherwise.

Attached is the Personnel Requisition For Position Vacancy Form (from Employee Services)

Human Resources Policies Succession Plan: 4220

Date: March 23, 2021

The department has in place two scenarios in the event the administrator is incapacitated, out of town or otherwise unable to act in the position of administrator.

Administrator is out of the office for a day or extended period of time:

- Division Director is appointed point of contact for the department
- Division Director is responsible for emergencies, available to staff, questions from other departments or citizens.
- Administrator notifies the Mayor's office and all city department heads the dates he will be out of the office and who is point of contact for the department. The information also includes if the Administrator will be available via cell phone or email during the period of absence.

Administrator is assigned an "interim" position in another department:

- Mayor and administrator appoints an "acting" administrator
- Indiana Code 36-4-9-2(a)(3) states that appointment of the head of the Parks and Recreation Department is subject to the approval of the city's Board of Park Commission.
- Acting administrator assumes all the position responsibilities of the administrator including but not limited to financial approvals, supervision of administrative staff and division directors, liaison to the Board of Park Commissioners, attends all department head meetings and reports to the Mayor.

Division Directors – in the event a Division Director is incapacitated, out of town or otherwise unable to act in the position of a Division Director the following will occur by Division:

Recreation Division – Community Events Manager will be appointed as point of contact for the Recreation Division.

Sports Division – A Manager in the Sports Division will be appointed as point of contact for the Sports Division.

Operations Division – the Superintendent of Operations will be appointed as point of contact for the Operations Division.



STAFF REPORT

Agenda Item: B-2 Date: 3/18/2021

Administrator Review\Approval PM

TO: Board of Park Commissioners

FROM: Jess Klein, Health & Wellness Coordinator

DATE: March 23, 2021

SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH INDIANA

UNIVERSITY HEALTH BLOOMINGTON

Recommendation

Staff recommends approval of the 2021 partnership agreement with Indiana University Health Bloomington.

Background

Collaboration between Indiana University Health Bloomington staff and Parks and Recreation staff has been occurring for many years. The mission of each organization is similar as it pertains to efforts to improve the overall health and wellness of the community. The first formal partnership agreement was signed in 2010 and has been continuously successful through eight strategic action plans in the areas of sports medicine, marketing, employee wellness, and health and wellness resources.

The partnership remained strong in 2020 throughout the Covid-19 pandemic, with even more collaboration and innovation happening to meet community needs. The respective teams will continue to meet annually to update progress and revise future goals. Both entities know this partnership will provide outstanding benefits to the constituencies that we both serve while further enhancing the missions of each organization.

RESPECTFULLY SUBMITTED,
Jess Klein, Health & Wellness Coordinator



COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

This Agreement ("Agreement") is made and entered into on the date last signed by a party below ("Effective Date") by and between the City of Bloomington Parks and Recreation Department ("BPRD"), and Indiana University Health Bloomington, Inc. ("IU Health Bloomington")(collectively, the "Parties" and individually a "Party")

WITNESSETH:

WHEREAS, there is a need to provide programs which promote social, physical, emotional, mental, and environmental health in the community; and

WHEREAS, the BPRD and IU Health Bloomington desire to cooperate in the provision of community health education collaboration programs; and

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

WHEREAS, IU Health Bloomington is authorized to enhance the community's quality of life through wellness education that creates awareness, promotes healthy choices, fosters self-responsibility and encourages prevention practices; and

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

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

- 1. **Purpose of Agreement.** The purpose of this Agreement is to outline a program partnership, which will provide community health education, programs, training, marketing, and opportunities to benefit the health and wellness of the community by combining available resources from each Party in the Agreement.
- **2. Duration of Agreement.** The term of this Agreement shall begin upon the Effective Date and run for one (1) year, unless terminated earlier as provided under Article 4, below ("Term"). The Parties may agree to extend the Term of the Agreement on an annual basis.

3. Agreement Terms Mutually Agreed to By Both Parties:

- **3.1.** The staff involved in this Agreement will complete tasks outlined in Exhibits A-1, A-2, A-3, and A-4, Strategic Action Plan, which is attached hereto and incorporated herein by reference as though fully set forth.
- **3.2.** The Administrative strategy will identify opportunities to improve health/wellness opportunities via infrastructure improvement.
- 3.3. The Sports Medicine strategy will involve BPRD and IU Health Bloomington dividing the costs of providing athletic training services at the national softball tournament during the dates mutually agreed upon by the Parties. BPRD will cover the athletic training service costs for the Twin Lakes Sports Park site and IU Health Bloomington will cover the athletic training service costs at the Winslow Sports Complex site. For any other athletic training services to be performed as part of this Agreement, IU Health Bloomington will to the BRPD at IU Health Bloomington's current standard rates.
- **3.4.** The Marketing strategy will review both organizations' current marketing strategies, and identify and utilize opportunities to collaborate, co-brand, and enhance those strategies to promote health and wellness to the community. Strategies will be periodically evaluated for success and modified based on changing communication technology and processes.
- **3.5.** The Community Health Resource and Facility strategies will work with the Active Living Coalition to compile comprehensive nutrition and physical activity guidelines, and health/wellness information and community resources for medical practitioners and patients. Facility resources will be shared with staff to support education and programming opportunities in the community.
- **3.6.** The Community Health Programming and Education strategies will provide joint programming for targeted populations such as senior citizens (50+ Expo); youth (G.O.A.L., Running Clubs, Bike Rodeos); community; preschool and at-risk populations.
- **3.7.** The staff and personnel of each Party 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.
- 3.8. IU Health Bloomington shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and IU Health Bloomington shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. IU Health Bloomington and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

- **3.9.** The commitment of personnel, facilities, supplies will be honored according to the timetable agreed upon by all parties.
- 3.10. Each Party and its representatives, agents, employees and contractors agree to comply with all applicable federal, state and local laws and regulations in the performance of any duties, obligations or responsibilities related to this Agreement ("Applicable Laws"). BPRD and its representatives, agents, employees and contractors that enter any IU Health Bloomington premises on behalf of BRPD in performance of the Agreement must be acceptable to IU Health Bloomington in its sole discretion, and shall comply with all of IU Health Bloomington's policies and procedures. IU Health Bloomington and its representatives, agents, employees and contractors that enter any BRPD premises on behalf of IU Health Bloomington in performance of the Agreement must be acceptable to BRPD in its sole discretion, and shall comply with all of BRPD's policies and procedures.
- 3.11. To the extent allowable under applicable law, each Party hereto (as the "Indemnifying Party") agrees to indemnify and hold harmless the other Party (as the "Indemnified Party") and its affiliates, directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively "Losses") asserted against the Indemnified Party and resulting from the Indemnifying Party's breach of its obligations under this Agreement or the negligent act or omission or willful misconduct of the Indemnifying Party or its directors, officers, employees, or agents in connection with this Agreement.
- **3.12.** The Parties will evaluate this Agreement and the services provided during the month of November 2021.
- 3.13. 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, either Party may terminate the Agreement if it determines that there is no reasonable alternative means of performance under the Agreement. In the event of such termination under this Section, the Party that is terminating the Agreement shall notify the other Party, in writing, of its intent to terminate under this Section, the reasons for such termination and the effective date of termination. Termination under this Section shall not remove any obligations or outstanding liabilities (i.e. payments for services, etc.), if any, that accrued prior to the effective date of termination.

4. Termination:

- **4.1.** Termination by Mutual Agreement: The Parties may mutually agree to terminate this Agreement in writing signed by both Parties.
- **4.2.** Termination for Cause: In the event that one of the Parties to this Agreement

breaches any of its terms and conditions, the non-breaching Party shall serve written notice of the breach to the other Party. The breaching Party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching Party fails to cure the breach within ten (10) days, the non-breaching Party may, at its option and in writing, unilaterally terminate the Agreement.

- **4.3.** Termination for Convenience: Either Party may terminate this Agreement without cause by providing the other Party at least sixty (60) days prior written notice of termination.
- 4.4. Notwithstanding the foregoing, in the event that: (i) there is any change in the Applicable Law such that this Agreement does or may violate the Applicable Law, or (ii) either Party to this Agreement has the reasonable belief that this Agreement does or may violate the Applicable Law, then the Parties shall use their best efforts to reform or reorganize their relationship and this Agreement so as to be in compliance with the Applicable Law; provided, however, that in the event after review of the Applicable Law and good faith negotiation, the Parties are unable to avoid such violation or potential violation, then either Party may immediately terminate this Agreement upon written notice to the other Party.

5. Covid Limations and Restrictions:

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 IU Health Bloomington of any such termination and the reasons therefore in writing.

6. Notice:

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

Becky Higgins (812) 349-3713 Bloomington Parks & Recreation 401 N. Morton St. Bloomington, IN 47402 Carol Weiss-Kennedy (812) 353-9371 IU Health Bloomington 601 W. 2nd Street Bloomington, IN 47403

6.2. Representatives for the day to day operational implementation of this Agreement are: Bloomington Parks & Recreation IU Health Bloomington Becky Higgins Carol Weiss-Kennedy (812) 349-3713 (812) 353- 9371 601 W. 2nd Street 401 N. Morton St. Bloomington, IN 47403 Bloomington, IN 47402 IN WITNESS WHEREOF, the authorized representatives of each Party have signed this Agreement on the dates set forth below. INDIANA UNIVERSITY HEALTH BLOOMINGTON, INC.: Brian Shockney, FACHE, HFA Date President – South Central Region **CITY OF BLOOMINGTON:** Paula McDevitt Date Administrator, BPRD

Date

Date

Kathleen Mills

Philippa Guthrie

Corporation Counsel

President, Board of Park Commissioners

EXHIBIT BE-VERIFY AFFIDAVIT

STATE OF INDIANA))SS:	
)SS: COUNTY OF)	
AFFIDAVIT	
The undersigned, being duly sworn, hereb	by affirms and says that:
1. The undersigned is the (job title)	of
 The company named herein that employs has contracted with or see provide services; OR 	the undersigned: eking to contract with the City of Bloomington to
3. The undersigned hereby states that, to the	tract to provide services to the City of Bloomington. best of his/her knowledge and belief, the company by an "unauthorized alien," as defined at 8 United
4. The undersigned herby states that, to the enrolled in and participates in the E-verify	best of his/her belief, the company named herein is program.
Signature	
Printed Name	
STATE OF INDIANA))SS:	
)SS:)	
Before me, a Notary Public in and for said Count and acknowledged the execution of the foregoing	y and State, personally appeared, 2021.
Notary Public's Signature	My Commission Expires:
Printed Name of Notary Public	County of Residence:

Employee Wellness

Summary:

To highlight BPR community based programs for the benefit fo Bloomington Hospital employees.

Strategy:

IUH Bloomington
Health investment
Program (HIP)
promotes BPR
Health/Wellness,
Outdoor Recreation,
and volunteer
programs.

Status Color Key:

Complete In Progress Ongoing

Objective 1: IUH policy is to provide ar	n employee w	ellness p	rogram for	their empl	oyees
Tactics	Lead	Team	Timeline	Status	Notes
Promote participation in BPR programs	Karen				HIP discontinued in 2018
	Danielson;	Megan	Annually	Complete	
	John	Stark	Annually	Complete	
	Turnbull				
Discounted corporate membership				Ongoing;	IUH is Corporate
	Megan		Annually	2012 -	Wellness Partner. 10%
	Stark		Aimadily	current	discount on TLRC
				carrene	memhershins
Contribute to HIP newsletters with partinent TLRC	Megan		Short		HIP discontinued in 2018
information	Stark;		Term:	Complete	
	Molly		2018		
	Packard		2010		
Monthly HIP tip provided by Health & Wellness	Megan		Short		HIP discontinued in 2018
Coordinator	Stark;		Term:	Complete	
	Karen		2018		
	Danielson				

Objective 2: Track HIP participation numbers							
Tactics	Lead	Team	Timeline	Status	Notes		
Health Activity Tracker activity participation numbers	Karen Danielson		Annually	Complete	Quarterly		
Track IUH employees who purchase TLRC memberships	Megan Stark		Annually	Complete			
Explore the option of TLRC being a "Flex Pass" option for IUH employees	Karen Danielson; John Turnbull	Megan Stark	Short Term: 2019	Complete	Completed 2011-2012		

Staff/Facilities

Summary:

Combine partner resources to provide greatest benefit to community

Strategy:

Share IUH and BPR resources for program and event planning

Status Color Key:

Complete
In Progress
Ongoing
On Hold

Objective 1:						
Tactics	Lead	Team	Timeline	Status	Notes	
Educate IUB and BPR staff about resources; attend partner staff meetings at least once annually to educate about available programs, resources, and facilities	Carol Weiss- Kennedy	Jess Klein	Annually	Ongoing; 2015 - current	Designate CWK and JK as organization contacts to assist staff in accessing each others resources	
Collaborate on facility and programming as opportunities present	Carol Weiss- Kennedy; BBH		Annually	Ongoing	Jess Klein; Katie Dooley, Robin Parker, Lisa Greathouse. Carol and Jess will be primary contacts	
Provide facility space for Community Health Education and BPR programs as scheduling permits	Carol Weiss- Kennedy	Jess Klein	Annually	Ongoing; 2010 - current	2017: Cascades Park Waterfall Shelter for World Breastfeeding Day; AJB for WIC staff training; Woodlawn Shelter for Walk to End Alzheimer's Kickoff Party	

Summary:

To ensure conversation regarding every day wellness occurs between patient and healthcare provider.

Strategy:

Establish prescription for health language for healthcare practitioners

Status Color Key:

Complete
In Progress
Ongoing
On Hold

Objective 1: Gather th	he most comprehensive informatio	n about nutrition, activity,	, tobacco use, stress, and wellness.

Objective 1. Sacrier the most comprehensive information about nathtnon, activity, tobacco ase, stress, and wellness.							
Tactics	Lead	Team	Timeline	Status	Notes		
Identify community partners to choose reputable information for healthcare practitioners	Carol Weiss- Kennedy	Robin Parker, Katie Dooley, interns	Annually	Complete	Initiated 4th quarter of 2010; to be updated in 2019		
Update community resource list using reputable web sites and sources	Carol Weiss- Kennedy	Robin Parker, Katie Dooley, interns	Annually	Complete	To be updated in 2019		
Use reputable web sites and sources to collect up to date information	Carol Weiss- Kennedy	Robin Parker, Katie Dooley, interns	Annually	Complete	To be updated in 2019		
Recruit a healthcare practitioner to be a "champion"; Dr. McKinley retiring in 2019, new potential champion to be identified in 2020			Short Term	In Progress	Initiated 4th quarter of 2010; to be updated in 2021		
Collect activity, event, services info from Active Living Coalition members	Jess Klein	IU SPH intern; ALC members	Annually	Ongoing; 2010 - current	Jess Klein, Shanna Wooten, Cheryl Kilmark, are contacts for ALC		
Develop hard copy materials of community resources	Samantha Kirby		Annually	Complete	To be reprinted on as needed basis		
Develop process to refer and engage patients into community resources; cross-promote and refer constituents to new "Aunt Bertha" resource	Carol Weiss- Kennedy	Jess Kiein, Elizabeth Thompson; Katie	Annually	Ongoing; 2010 - current			
Engaging area providers to use physical activity as a vital sign; building into electronic medical record (EMR)	Carol Weiss- Kennedy	ACHIEVE committee	Short Term	Complete	Under "Social History" in EMR		
Ensure discussion of physical activity during well checks through EMR for documentation and measurement	Carol Weiss- Kennedy	Jess Klein, Elizabeth Thompson	Short Term	Complete	Automatically pops up during well checks (2017)		

2021 BPR & IUH Strategic Action Plan

Health & Wellness Programming

Summary:

List of existing collaborations

Strategy:

Collaborate to provide coordinated health and wellness services for the Bloomington community

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Status Color Key:					
Complete					
In Progress					
Ongoing					
On Hold					

Objective 1: Target community						
Tactics	Involvement	Lead	Team	Timeline	Status	Notes
Bloomington Walking Club	Marketing/Recruiting: site, marketing, event support	Carol Weiss- Kennedy; Julie Ramey	Jess Klein; Annie Eakin	Annually	Ongoing; 2012 - current	Purdue Ext. added as partner in 2019. YMCA no longer active partner. Marketing placed in physician's mailboxes throughout
Community Children's Running Clubs	Lisa Greathouse will coordinate with MCCSC	Lisa Greathouse	Jess Klein	Annually	Ongoing; 2016 - current	Culminating in annual MCCSC Family Fun Run in May
Play Day	participants	Jess Klein	Katie Dooley	Annually	Complete	Revisit opportunities for marketing
Get On Board Active Living (GOAL)		Katie Dooley	Jess Klein	Annually	Ongoing	2012 - current; BPR H&W Coord. will assist with each GOAL cohort, specifically with physical activity education. TLRC will provide space for summer cohort. See separate GOAL Partnership agreement for full details
Assist with additional H&W outreach programs such as: school health fairs, taste tests, bike rodeos, Walk to School Day, etc.	MCCSC	Jess Klein; Lisa Greathouse	Cara Wickens	Annually	Ongoing	2014 - current; BPR H&W Coord.will assist as available

Objective 2: Target older adults							
Tactics	Involvement	Lead	Team	Timeline	Status	Notes	
Expand Plus Card program to Silver Sneakers participants	Sponsor/Marketing	Carol Weiss- Kennedy	Joy Heller; Megan Stark	Annually	Ongoing; 2010 - current	Distribute Plus Card info at Silver Sneakers well-checks and classes	

Wellness checks and flu shots with follow-up program to share results	Marketing/Staff	Carol Weiss- Kennedy; Jess Klein	Amy Meek	Annually	Ongoing; 2012 - current	Wellness checks are scheduled twice a year (March and Sept.). Email follow-up will be implemented in 2019; for 2021: identify additional BPR facilities that may be used for Well Checks such: Banneker Community Center, Allison-Jukebox Community Center
50+ Expo	Sponsor/Health Fair Coordinator/Event Coordinator/Site	Bill Ream; Dayna Thompson	Joy Heller, Jess Klein, Julie Ramev	Annually	Ongoing	2010 - current
Area 10 Agency on Aging, Endwright East Active Living Community Center	Sponsor/Site Coordinator	Chris Myers, Becky Barrick- Higgins	Dayna Thompson,	Annually	Ongoing	2019 - current; BPR will provide up to \$20,000 to Endwright East to support programming & facility upkeep

	0	bjective 3: Mi	scellaneou	ıs		
Tactics	Involvement	Lead	Team	Timeline	Status	Notes
Add BPR staff member to NICHE		Carol Weiss- Kennedy	Jess Klein	Annually	Complete	Done in 2010-2017
Add BPR staff member to Mental Health Task Force		Jess Klein	Dayna Thompson	Annually	Complete	2016 - 2018
Add BPR staff member to Tobacco Coalition		Patricia Colon	Jess Klein	Annually	Ongoing	2016 - current
Senior Breakfast Speakers	Speakers/ Sponsorships/Event Coordinator/Site	Megan Stark		Annually	Complete	Done in 2013-2015. This program was discontinued in 2015.

	Ob	jective 4: Targ	get pre-sch	iool		
Tactics	Involvement	Lead	Team	Timeline	Status	Notes
Develop pre-schoool health						Completed in 2015. Evaluate in
curriculum			Jess			2019, including CATCH trained BPR
			Klein;	Short		staff in updating curriculum

Katie Dooley	Erik	Tearm	Complete		
	Pearson				

Obje	ctive 5: Coordination of ma	ajor wellness e	event targe	eting pre-sc	choolers and	l families
Tactics	Involvement	Lead	Team	Timeline	Status	Notes
Children's Expo	Marketing/Sponsorship s/Registration/Screenin gs/Marketing/Newslett ers/Site Coordination		Jess Klein; Julie Hedden; BPR staff		Ongoing; 2010 - current	When pre-school events are planned BPR contacts Julie Hedden who reaches out to Community Health Dept to determine appropriate involvement

2021 BPR & IUH Strategic Action Plan

Health & Wellness Education

Summary:

Combine partner resources to provide greatest benefit to community

Strategy:

Share IUH and BPR resources for program and event planning

Status Color Key:

Complete
In Progress
Ongoing
On Hold

Object	tive 1: Ident	ify at-risk	population	ns	
Tactics	Lead	Team	Timeline	Status	Notes
Identify community partners	Carol Weiss- Kennedy	Jess Klein	Annually	Ongoing; 2017 - current	Hold combined staff meetings to discuss; IUH Community Health will attend parks staff meeting and vice versa. CWK will attend BPR Mgmt Team mtg in 2019
Identify community needs	Carol Weiss- Kennedy	Jess Klein	Annually	Ongoing	2018 IUH/Community Health Needs Assessment. 2018 survey will be distributed in Spring 2018, copy will be available. 5 hospital systems will be involved, a local report will be generated as well as focus groups. Implementation plans will be implemented 2019- 2021. Updated info available here:
Inventory current programs/services	Carol Weiss- Kennedy	Jess Klein	Annually	Ongoing	Community health assessment was conducted in 2018, results will be analyzed in early 2019; eval delayed in 2020 due to Covid, will
Conduct preventative screenings/tests for unhoused population; provide resources, education, and connections to social services	Carol Weiss- Kennedy	Jess Klein, Meredith Short	Annually	In progress	Screenings were conducted as part of 2020 Public Health in Parks (PHIP) initiative;

Objec	ctive 2: Prog	gram to r	meet needs		
Tactics	Lead	Team	Timeline	Status	Notes
Lead screenings				Complete	IUH is no longer conducting lead screenings, given this responsibility to Monroe County Health Dept
Car coat chacks	Cara				

Car Seal Criecks	Cara Wickens		Annually	Ongoing	2015 - current
Bike Rodeo helmet checks	Cara Wickens	Jess Klein	Annually	Ongoing	2010 - current
WIC programs	Hilary Elliott		Annually	Ongoing	2010 - current
Tactics	Lead	Team	Timeline	Status	Notes
Immunization information	Amy Meek		Annually	In progress	Amy will be asked to identify areas in 2021
Summer Food Service Programs	Erik Pearson; Robin Parker	BCC Staff	Annually	Ongoing	2010 - current; IUH will assist with nutrition education service through intern
City of Bloomington Employee Wellness program	Jess Klein	Robin Parker	Annually	In progress	Done in 2017; to be re-evaluated and implemented again in 2021; IUH provides RD for nutrition education; IUH Community Health attends annual COB employee health fair



STAFF REPORT

Agenda Item: B-3 Date: 3/18/2021

Administrator Review\Approval

PM

TO: Board of Park Commissioners

FROM: Leslie Brinson, Community Events Manager

DATE: March 23, 2021

SUBJECT: MCPL STORY WALK PARTNERSHIP AGREEMENT

Recommendation

Staff recommends approval of the 2021 Monroe County Public Library Story Walk Partnership Agreement.

Background

The Parks and Recreation Department would like to continue a partnership agreement with the Monroe County Public Library for the placement of a self-guided Story Walk in Rev. Butler Park. The Library purchased and placed the story boxes with guidance from Parks and Recreation staff in the fall of 2017. The Library will continue to be responsible for all maintenance, replacement and programming of the story boxes placed in the park. The Parks Operations staff have not had any concerns with this partnership

RESPECTFULLY SUBMITTED,

Leslie Brinson, Community Events Manager

2021-January



Program Partnership Agreement Monroe County Public Library Story Walk

This Agreement is made and entered into this ______day of ______, 2021, by and between the City of Bloomington Parks & Recreation Department, ("BPRD") and the Monroe County Public Library ("MCPL").

WHEREAS, BPRD and the MCPL desire to cooperate in the provision of a free self-guided outdoor story walk at Reverend Butler Park.

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

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

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Partners to this Agreement agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which establishes a self-guided Story Walk in a city park location. The self-guided Story Walk is placed along the trail to inspire parents, teachers, and caregivers to take young children outside for physical activity and learning at the same time.

2.0 **Duration of Agreement:**

This Agreement shall be in full force and effect from April 1, 2021, to December 31, 2021, unless early termination occurs as described in Article 7 of this Agreement.

3.0 Bloomington Parks & Recreation:

The goal of BPRD is to build a positive relationship with the MCPL in order to provide programs necessary for the positive development and well-being of the community.

- **3.1.** Provide approval to maintain story box signs along the Rev. Ernest D. Butler Park Trail.
- **3.2.** Provide communication between Parks and Recreation staff and MCPL staff on any vandalism or structural damage to story boxes.
- **3.3.** Provide marketing in the Parks and Recreation Program Guide and/ or through social media outlets.

4.0 Monroe County Public Library:

The goal of the MCPL is to provide opportunities for families and community members to practice literacy skills and continue to develop literacy skills.

- **4.1.** Select story books with a new feature story twice a year.
- **4.2.** Create, along with the Friends of the Library, promotional materials.
- **4.3.** Continually monitor story boxes to assure they are in good working order. Repair and or replace as needed.
- **4.4.** Evaluate through a variety of methods the success of the self-guided Story Walk in meeting desired outcomes.

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

The intent of this Agreement is to document a mutually beneficial partnership between BPRD and the MCPL.

- **5.1.** The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of both partners to quality services and customer satisfaction.
- **5.2.** The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- **5.3.** Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- **5.4.** The possession of 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. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly

prohibited within the City's jurisdiction.

5.5. This Agreement and the services provided will be evaluated in December 2021 and if mutually agreed upon additional story walk locations may be added to the partnership.

6.0 Notice and Agreement Representatives:

6.1. Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

Bloomington Parks & Recreation Becky Barrick-Higgins Box 848 Bloomington, IN 47402 Bloomington, IN 47402 Barrickb@bloomington.in.gov B12-349-3713 Monroe County Public Library Marilyn Wood 303 E. Kirkwood Ave. Bloomington, IN 47408 mwood@mcpl.info 812-349-3058

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

Bloomington Parks & Recreation	Monroe County Public Library
Bill Ream	Grier Carson
Box 848	303 E. Kirkwood Ave
Bloomington, IN 47402	Bloomington, IN 47408
reamw@bloomington.in.gov	gcarson@mcpl.info
812-349-3748	812-349-3094

7.0 Termination:

- **7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2021 by mutual written agreement only.
- **7.2.** Unilateral termination: In the event that one of the partners 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 breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

8.0 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 anyway 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.

9.0 Release and Hold Harmless Agreement:

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

10.0 Covid Limitations and Restrictions:

DI COMINCTON DA DIZCAND

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 MCPL of any such termination and the reasons therefore in writing.

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

RECREATION DEPARTMENT	MONROE COUNTY PUBLIC LIBRARY
Kathleen Mills, President	
Board of Park Commissioners	Marilyn Wood, Director Monroe County Public Library
Paula McDevitt, BPRD Director	
Philippa Guthrie, Corporation Counsel	

EXHIBIT AE-VERIFY AFFIDAVIT

STATI	E OF INDIANA))SS:
COUN	TTY OF)
	AFFIDAVIT
	The undersigned, being duly sworn, hereby affirms and says that:
1.	The undersigned is theof (job title) (company name)
	(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
3.	ii. is a subcontractor on a contract to provide services to the City of Bloomington. 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 herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.
Signati	ure
Printed	l Name
STATI	E OF INDIANA))SS: TTY OF)
COUN	TTY OF)
Before and acl	me, a Notary Public in and for said County and State, personally appeared, 2021.
Notary	Public's Signature My Commission Expires:
Printed	County of Residence: Name of Notary Public



STAFF REPORT

Agenda Item: B-4 Date: 3/18/2021

Administrator Review\Approval

PM

TO: Board of Park Commissioners

FROM: Rebecca Swift, Natural Resources Coordinator

DATE: March 23, 2021

SUBJECT: AGREEMENT WITH MONROE COUNTY PUBLIC LIBRARY

Recommendation

Staff recommends approval of this partnership agreement with the Monroe County Public Library to coordinate a Park Crawl program throughout the month of April. Funds to purchase metal reusable straws (\$300) will come from GF 200-18-184000-52420.

Background

The Bloomington Parks and Recreation Department seeks approval of a partnership agreement with the Monroe County Public Library to coordinate a Park Crawl program for the community. This program highlights different features around our city parks and encourages participants to visit these parks using sustainable modes of transportation. Participants who complete the program during the month of April will receive a metal reusable straw as a prize. Both partners hope to inspire participants to adopt sustainable life-style choices by incentivizing public transportation and reusable products.

RESPECTFULLY SUBMITTED,

Rebecca Swift, Natural Resources Coordinator



COOPERATIVE SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND MONROE COUNTY PUBLIC LIBRARY FOR PARK CRAWL

Partner(s):

This Agreement is made and entered into this ______day of ______, 2021, by and between the City of Bloomington Parks & Recreation Department, ("BPRD") and the Monroe County Public Library ("MCPL").

WHEREAS, BPRD and MCPL desire to cooperate in the provision of a Park Crawl program in April.

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

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

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

1. Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which establishes a 'Park Crawl' program involving city park locations. The Park Crawl program is meant to encourage participants to visit City of Bloomington parks using sustainable modes of transportation. Participants who complete the program during the month of April will receive a metal reusable straw.

2. Duration of Agreement:

This Agreement shall be in full force and effect from April 1, 2021, to April 30, 2021, unless early termination occurs as described in Article 7 of this Agreement.

3. Bloomington Parks & Recreation:

The goal of BPRD is to build a positive relationship with MCPL in order to provide programs necessary for the positive development and well-being of the community.

- **3.1.** Provide approval for MCPL to use the BPRD logo on Park Crawl printed materials.
- **3.2.** Create a navigable route that highlights parks around the city.
- **3.3.** Provide marketing through Parks and Recreation social media outlets.
- **3.4.** Provide partial funding for the purchase of metal reusable straws. The amount will not exceed \$300.
- **3.5.** Distribute marketing materials and game cards at Roving Naturalist demonstrations.

4. Monroe County Public Library:

The goal of the MCPL is to provide opportunities for families and community members to practice literacy skills and continue to develop literacy skills.

- **4.1.** Create an activity card for the Park Crawl program that highlights features in city parks.
- **4.2.** Distribute marketing materials and promote Park Crawl kick-off event on MCPL social media outlets.
- **4.3.** Distribute game cards and staff a table at the kick-off event in April.
- **4.4.** Purchase metal reusable straws as prizes for participants with funds provided by BPRD.
- **4.5.** Distribute prizes to participants who have completed the Park Crawl during business hours.
- **4.6.** Return any unclaimed metal straws to BPRD at the completion of the program.

5. Terms Mutually Agreed To By All Partners To This Agreement:

The intent of this Agreement is to document a mutually beneficial partnership between BPRD and the MCPL.

5.1. Share all marketing/promotional material between all partners involved.

- **5.2.** Ensure that 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.
- **5.3.** Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 5.4. Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and the MCPL shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. None of the Partners to this Agreement are required to continue this verification if the E-Verify program no longer exists. All Partners shall sign an affidavit affirming that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as *Exhibit A*.
- **5.5.** Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- **5.6.** The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.

6. Notice and Agreement Representatives:

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

Bloomington Parks & Recreation Paula McDevitt, Director P.O. Box 848 Bloomington, IN 47402 mcdevitp@bloomington.in.gov (812)349-3711

Monroe County Public Library Marilyn Wood 303 E. Kirkwood Ave. Bloomington, IN 47408 mwood@monroe.in.lib.us (812)349-3058

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

Bloomington Parks & RecreationRebecca Swift

P.O. Box 848 Bloomington, IN 47402 janiar@bloomington.in.gov Monroe County Public Library Marilyn Wood 303 E. Kirkwood Ave Bloomington, IN 47408 mwood@monroe.in.lib.us

7. Termination:

- **7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to March 31, 2021, by mutual written agreement only.
- 7.2. Unilateral termination: In the event that one of the partners 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 breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.
- 7.3. 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, BPRD may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. BPRD shall notify MCPL of any such termination and the reasons therefor in writing

8. Indemnity:

City of Bloomington Parks & Recreation

Each party agrees to release, hold harmless and forever indemnify the other party and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

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

Paula McDevitt, Director BPRD	Monroe County Public Library
Kathleen Mills, President	Marilyn Wood, Director

EXHIBIT AE-VERIFY AFFIDAVIT

STATE OF INDIANA))CC.
COUNTY OF)SS: _)
AFFIDAVIT	
The undersigned, being duly sworn,	hereby affirms and says that:
 The company named has contracted provide service ii. is a subcontracted Bloomington. The undersigned here the company named here defined at 8 United States 4. The undersigned herb 	by states that, to the best of his/her knowledge and belief, in does not knowingly employ an "unauthorized alien," as
Signature	
Printed Name	
STATE OF INDIANA COUNTY OF))SS: _)
	or said County and State, personally appeared acknowledged the execution of the foregoing this day
Notary Public's Signature	My Commission Expires:
Printed Name of Notary Public	County of Residence:



STAFF REPORT

Agenda Item: B-5 Date: 3/18/2021

Administrator Review\Approval

TO: Board of Park Commissioners

FROM: Rebecca Swift, Natural Resources Coordinator

DATE: March 23, 2021

SUBJECT: CONTRACT WITH EZ-DOCK OF MID-AMERICA, LLC.

Recommendation

Staff recommends approval of a contract with EZ-Dock of Mid-America, LLC. for the delivery and installation of a new boat launch and floating dock extension. The cost of building materials, labor, and deliver fees shall not exceed \$4,445 and will be paid for out of account 200-18-184000-53990.

Background

Parks staff would like to hire EZ-Dock of Mid-America, LLC. to deliver and install a floating dock extension and an easy-to-use boat launch on Griffy Lake. This new design makes it easier for users to enter and exit their watercrafts independently using their paddles.

We currently have one EZ-Launch, ADA Transfer Bench system setup to allow people with disabilities, children or seniors to feel confident transferring into their watercraft with extra railings and support. With increased boat traffic and people seeking outdoor opportunities, the addition of this new launch would allow for more watercrafts to come and go while continuing to provide an accessible experience for everyone.

RESPECTFULLY SUBMITTED,

Rebecca Swift, Natural Resources Coordinator

AGREEMENT BETWEEN

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

AND

EZ-DOCK OF MID-AMERICA, LLC FOR

KAYAK LAUNCH INSTALLATION

This Agreement, entered into on this _____day of ______, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and EZ-Dock of Mid-America, LLC. ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to purchase and install an easy-to-use boat launch at Griffy Lake; and

WHEREAS, the Department requires the services of a professional Contractor in order to complete the

installation of the new boat launch (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 April 30, 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 Rebecca Swift, 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 four thousand four hundred forty-five dollars (\$4,445.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Rebecca Swift, Natural Resources Coordinator City of Bloomington 401 N. Morton, Suite 250 Bloomington, Indiana 47404 Rebecca.swift@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, BPRD may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. BPRD shall notify MCPL 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:

Contractor:

City of Bloomington	EZ-Dock of Mid-America, LLC
Attn: Rebecca Swift	Attn: Sandra Deaton
401 N. Morton, Suite 250	215 South Madison
Bloomington, Indiana 47402	Fortville, IN. 46040
Rebecca.swift@bloomington.in.gov	sandra@deatonsdocks.com

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

CITY OF DI COMINCEON

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	EZ-DOCK OF MID-AMERICA, LLC
Philippa M. Guthrie, Corporation Counsel	
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:

- Deliver and Install the following items:
 - O Hinge kit floating dock adaptor #100750
 - o 40"x 10" dock section #204010
 - o Kayak launch resd. 168"x 60" #200900
 - o Coupler #301100
- All packaging, building materials, and debris will be cleaned and hauled off site.
- Steps will be taken to reduce negative impacts on plants and local wildlife, including:
 - o The consideration of functions, values, and needs of the fish, wildlife, and habitats that may be impacted by such structures.
 - o The enforcement of Best Management Practices (BMPs) that reduce the spread of invasive species and soil erosion concerns.
- Installation will occur when the Griffy Lake Boathouse is closed to reduce public recreation impacts.

EXHIBIT B

"Project Schedule"

The installation will occur prior to the Griffy Lake Boathouse opening on April 3, 2021.

If services cannot occur due to inclement weather, the installation will occur on a week day, before April 30, so as not to impact boathouse operations.

EXHIBIT CE-VERIFY AFFIDAVIT

STATE OF INDIANA)	··
COUNTY OF)	•
	AFFIDAVIT
The undersigned, being duly	y sworn, hereby affirms and says that:
	of EZ-Dock of Mid-America, LLC. (job title)
	that employs the undersigned: ted with or seeking to contract with the City of Bloomington to provide R
3. The undersigned hereby sta	tractor on a contract to provide services to the City of Bloomington. Ites that, to the best of his/her knowledge and belief, the company named remploy an "unauthorized alien," as defined at 8 United States Code
	es that, to the best of his/her belief, the company named herein is enrolled verify program.
Signature	
Printed Name	
STATE OF INDIANA))SS	S:
COUNTY OF)	
Before me, a Notary Public in and for acknowledged the execution of the f	or said County and State, personally appeared and foregoing this day of, 20
	My Commission Expires:
Notary Public's Signature	
	County of Residence:
Printed Name of Notary Public	- · · · · · · · · · · · · · · · · · · ·

EXHIBIT D

STATE OF				
STATE 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				
EZ-Dock of Mid-America, LLC.				
By:				
STATE OF				
Before me, a Notary Public in and for said County and State, personally appeared and acknowledged the execution of the foregoing this day of, 20				
My Commission Expires: Notary Public's Signature				
Printed Name of Notary Public County of Residence:				



STAFF REPORT

Agenda Item: B-6 Date: 3/18/2021

Administrator Review\Approval PM

TO: Board of Park Commissioners

FROM: Tim Street, Operations and Development Division Director

DATE: March 23, 2021

SUBJECT: FIRE PROTECTION REPAIRS IN BUSKIRK-CHUMLEY THEATER

Recommendation

Staff recommends approval of a contract with B-Tech Fire and Security to make necessary repairs to bring the Buskirk-Chumley Theater up to fire code.

The amount of the contract is \$6,550. Funding is from 200-18-189000-53650.

Background

The Parks and Recreation Department maintains responsibility for the building infrastructure of the Buskirk-Chumley Theater. An earlier fire inspection noted that nine sprinkler heads in the main auditorium were out of compliance for missing covers; a variance was granted through May 2021. B-Tech will replace the nine covers and heads and will make an additional repair on a second-level restroom, where a sprinkler head is disconnected.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

AND

B-TECH FIRE & SECURITY FOR

BUSKIRK-CHUMLEY THEATER SPRINKLER REPLACEMENT

This Agreement, entered into on this 23rd day of March 2021 by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and B-Tech Fire and Security ("Contractor"),

WITNESSETH:

WHEREAS,	the Department wishes to replace nine sprinkler head covers in the Buskirk-Chumley Theater
	auditorium that were found to be in violation of fire code during a previous fire inspection and

WHEREAS, the Department wishes to make an additional repair to reconnect a sprinkler head in a second story restroom in the theater and

WHEREAS, the Department will coordinate with Buskirk-Chumley Theater staff to remove seats in the auditorium to provide access and

WHEREAS, the Department requires the services of a professional Contractor in order to perform these fire safety repairs (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 April 30, 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 Tim Street 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 six thousand five hundred and fifty dollars and no cents (\$6,550.00) Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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 B-Tech Fire and Security 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	B-Tech Fire and Security
Attn: Tim Street	Aaron Breeden
401 N. Morton, Suite 250	900 W Allen St
Bloomington, Indiana 47402	Bloomington, IN 47403

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON	B-TECH FIRE AND SECURITY
Philippa M. Guthrie, Corporation Counsel	Aaron Breeden
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:

Replacement of nine sprinkler heads and sprinkler head covers in the auditorium of the Buskirk-Chumley Theater.

Plumbing work to reconnect the sprinkler head in the second story west restroom from the supply in the first story custodial room.

EXHIBIT B

"Project Schedule"

Work to be completed by April 30, 2021.

EXHIBIT CE-VERIFY AFFIDAVIT

STAT	E OF INDIANA)			
COUN	TTY OF)SS: _)			
		Α	AFFIDAVIT		
	The undersigned, being	•	•	•	
1.	The undersigned is the	;	of	(company name	·
		(job title	e)	(company name	;)
2.	servic	ontracted with or sees; OR	eeking to conti	ract with the City of Blo	
3.	The undersigned hereb	by states that, to the	e best of his/he	de services to the City of er knowledge and belief, alien," as defined at 8	the company named
4.				belief, the company nam	ed herein is enrolled
Signat	ure				
Printed	l Name				
STAT	E OF INDIANA)			
COUN	E OF INDIANA)			
Before	e me, a Notary Public in a	and for said County	y and State, per	rsonally appeared	and
		t uit 1010going uits	uu y or .		_, _ `
Noton			My Commis	sion Expires:	
notary	Public's Signature				
			County of Re	esidence:	
Printed	d Name of Notary Public	;			

EXHIBIT D

STATE OF				
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				
B-Tech Fire and Security				
By:				
STATE OF				
STATE 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				
acknowledged the execution of the foregoing this, 20, 20				
My Commission Expires:				
Notary Public's Signature				
County of Residence:				
Printed Name of Notary Public				



















Buskirk Chumley Theater

114 E Kirkwood Ave Bloomington IN 47408-3330

Correct Sprinkler Pipe

16797030121

TERMS AND CONDITIONS

I. DEFINITIONS: "Agreement" means these terms and conditions together with the work order or proposal attached or on the reverse side of this document. "Customer" means the individual or entity that purchases B-Tech's, equipment, products, systems, or services. "B-Tech" means B-Tech, LLC, an Indiana limited liability company and its agents, employees, officers, members and authorized representatives

II. INSURANCE: Customer acknowledges that B-Tech is not an insurer. It is Customer's obligation to purchase insurance to protect itself from loss, damage, death, or injury related to or arising out of any occurrences or consequences, which B-Tech's equipment, products, systems, or services are designed to detect or avert. Customer expressly acknowledges that no fire suppression system can guarantee prevention of any loss, damage, death, or injury.

III. LIMITATION OF LIABILITY: The amounts payable to B-Tech are based upon the value of the equipment, products, systems, or services provided. The scope of B-tech's liability is unrelated to the value of Customer's property or property of others located on Customer's premises. B-Tech has made no guarantee, representation, or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that B-Tech's equipment, products, systems, or services will avert or prevent any specific occurrence or consequence including any occurrence or consequence that the equipment, products, systems, or services are designed to detect or avert. B-Tech is exempt from liability for any loss, damage, death, or injury related to or arising out of any occurrences or consequences which its equipment, products, systems, or services are designed to detect or avert. That if B-Tech should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of B-Tech, its agents or employees. If any person not a party to this Agreement makes any claim or files any lawsuit against B-Tech related to or arising out of the operation or failure in any respect of any of the equipment, products, systems, or services that B-Tech provides to Customer in relation to this Agreement, Customer shall, to the fullest extent permitted by law, indemnify and hold B-Tech harmless for any and all such claims, lawsuits, or other proceedings, including the payment of all damages, expenses, costs, and attorneys' fees. If Customer desires B-Tech to assume a greater liability under this Agreement, B-Tech may amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by Customer for the assumption by B-Tech of such greater liability provided. However, such rider and additional obligation shall in no way be interpreted to hold B-Tech as an insurer and unless such written rider is attached and signed by B-Tech, no additional liability will be assumed. The provisions of this paragraph shall apply if any loss, damage, death, or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this Agreement or from negligence, active or otherwise, of B-Tech. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization, may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization

IV.CUSTOMER'S DUTIES: Customer shall not alter or modify any of B-Tech's equipment, products, systems, or services. Customer shall instruct all persons who may use B-Tech's equipment, products, systems, or services on their proper use and maintenance. Customer shall inspect B-Tech's equipment, products, systems, and services on a regular basis, between routine inspections, to look for things such as missing discharge nozzles, redirected pipes and nozzles, missing nozzle blow off caps or protectors, grease accumulation on detection devices, and any other items requiring general maintenance. If Customer finds problems during any such inspection, Customer shall notify B-Tech and schedule a service call, for which there will be a charge. Customer shall notify B-Tech in writing immediately if any cooking appliances are replaced, added, or deleted on Customer's property. Customer shall also notify B-Tech in writing immediately if any changes of any kind are made to any cooking ventilation system on Customer's property. Customer acknowledges that any of the above changes may affect the operation of B-Tech's equipment, products, systems, or services

V.BINDING AGREEMENT: The terms expressed herein shall inure to the benefit of and apply to all parent, subsidiary, and affiliated companies of B-Tech, as well as to any company which B-Tech may contract with to provide any of B-Tech's equipment, products, systems, or services. Customer may not assign its rights without B-Tech's express written consent.

VI.ENTIRE AGREEMENT: Except as otherwise mutually agreed in writing by B-Tech and Customer, this Agreement constitutes the entire agreement and understanding between Customer and B-Tech with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, warranties, promises, conditions, or statements, whether express or implied, written or oral.

VII.GOVERNING LAW AND VENUE: This Agreement shall be governed by Indiana law without regard to its choice of law rules. Venue for any dispute related to or arising out of this Agreement shall be in a state court located in Monroe County, Indiana or the federal district court having jurisdiction over Monroe County, Indiana.

VIII.SEVERABILITY: The covenants and acknowledgements contained in this Agreement shall be construed as separate and independent and this Agreement shall not be construed against either party. If any term or provision of this Agreement shall to any extent be held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid, legal, and enforceable to the fullest extent permitted by law.

XI.WAIVER: No party shall be deemed to have waived compliance by the other party of any provision of this Agreement, unless the waiver is contained in a written instrument signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement or to exercise any right contained in the Agreement shall not be construed to be a waiver of such provisions, nor shall any party's failure to enforce a similar right against another party constitute a waiver against any party to this agreement.

IN THE EVENT THE CUSTOMER DEFAULTS IN THE OBSERVATION OF ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, AND B-Tech LLC EMPLOYS ATTORNEYS TO ENFORCE ALL OR ANY PART OF THIS AGREEMENT, CUSTOMER SHALL REIMBURSE B-Tech LLC FOR THE ATTORNEY FEES, COURT COST AND INTEREST AT 18% PER ANNUM INCURRED THEREBY, WHETHER OR NOT SUIT IS FILED.



B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403 (812) 332-1995 (812) 822-3620 support@btechllc.com

Proposal

Service Information

Buskirk Chumley Theater

Kari Patrick

114 E Kirkwood Ave

Bloomington IN 47408-3330

Phone: (812) 323-3021 Fax:
Alt Contact: Alt Phone:

E-Mail: office@buskirkchumley.org

Job Name

Correct Sprinkler Pipe

Proposal # 16797030121

Buskirk Chumley Theater

114 E Kirkwood Ave

Bloomington IN 47408-3330

Sales Rep	Terms
	Net 25

Scope of Work:

Correct sprinkler pipe going to bathroom Install new threaded pipe in wall and reconnect to system Drywall damage will be required in the bath room to complete this service

Item	
Labor	1
Misc Parts	1

Summary of Costs



Job Subtotal: \$1,300.00

Tax \$7.00

Total Due: \$1,307.00

Payment Terms

Net 25

Acceptance

	3/1/2021	
Customer Acceptance	Date	
	3/1/2021	
B-Tech Representative	Date	

This Agreement shall become effective upon the execution by the Customer and acceptance and execution of this Agreement by a duly authorized representative of B-Tech, LLC. I understand and agree to the terms & conditions of this Agreement.





















Buskirk Chumley Theater

114 E Kirkwood Ave Bloomington IN 47408-3330

Replace 9 Escutcheons

16620020521

TERMS AND CONDITIONS

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XI.WAIVER: No party shall be deemed to have waived compliance by the other party of any provision of this Agreement, unless the waiver is contained in a written instrument signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement or to exercise any right contained in the Agreement shall not be construed to be a waiver of such provisions, nor shall any party's failure to enforce a similar right against another party constitute a waiver against any party to this agreement.

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B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403 (812) 332-1995 (812) 822-3620 support@btechllc.com

Proposal

Servi	ce In	form	ation

Buskirk Chumley Theater

Kari Patrick

114 E Kirkwood Ave

Bloomington IN 47408-3330

Phone: (812) 323-3021 Fax:
Alt Contact: Alt Phone:

E-Mail: office@buskirkchumley.org

Job Name

Replace 9 Escutcheons

Proposal # 16620020521

Billing Information

Buskirk Chumley Theater

114 E Kirkwood Ave

Bloomington IN 47408-3330

Sales Rep	Terms
	Net 25

Scope of Work:

Replace 9 concealed sprinkler head escutcheons

Customer to remove theater seats as needed

Due to the location of some of the missing escutcheons, we will need to build scaffolding and use a lift to complete the service work.

Option to replace the sprinkler heads that are missing the escutcheons during service Add \$50 per X 9 = \$450

General Clarifications

Additional cost due to pipe sagging or unknown issues will be addressed upon discovery.

B-Tech is not responsible for the repair of any drywall damage if required

If a proper height man life will not fit into the space. Additional scaffolding and labor will be required. B-Tech is under the assumption a man lift capable of reaching the height needed can be brought in the building

Item	
Replace 9 concealed sprinkler head escutcheons	1
Lift Rental	1
scaffolding Rental	1

Summary of Costs



Job Subtotal: \$4,800.00

Tax \$126.00

Total Due: \$4,926.00

Payment Terms

Net 25

Acceptance

	2/5/2021	
Customer Acceptance	Date	
	2/5/2021	
B-Tech Representative	Date	

This Agreement shall become effective upon the execution by the Customer and acceptance and execution of this Agreement by a duly authorized representative of B-Tech, LLC. I understand and agree to the terms & conditions of this Agreement.





STAFF REPORT

Agenda Item: B-7 Date: 3/18/2021

Administrator Review\Approval PM

TO: Board of Park Commissioners

FROM: Tim Street, Operations and Development Division Director

DATE: March 23, 2021

SUBJECT: DE MINIMIS IMPACT MEMO WITH AMERICAN STRUCTUREPOINT, INC

FOR CLEAR CREEK TRAIL

Recommendation

Staff recommends approval of this "de minimis" memo with American Structurepoint, Inc., which is in turn representing Monroe County. No funding is involved.

Background

Monroe County plans to begin construction to connect Fullerton Pike and Gordon Pike later in 2021, and the new connection will span the Clear Creek Trail. Because the trail is a designated 4(f) resource as a publicly owned park, Structurepoint must obtain the Parks Department's approval that their actions will have *de minimis* impact on the trail.

"A *de minimis* impact is one that, after taking into account avoidance, minimization, mitigation and enhancement measures, results in no adverse effect to the activities, features, or attributes qualifying a park, recreation area, or refuge for protection under Section 4(f)."

Structurepoint originally met with the Parks department in August 2020 to discuss the project. They were asked to minimize several impacts for trail users, and they recently shared their updated plans, which will allow for the trail to generally remain open by the use of detours around the east side of the construction.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director 2021-January



Mailing Address Administrative Offices 401 N. Morton St. Suite 250 PO Box 848 Bloomington, IN 47402

Phone: (812) 349-3700 Fax: (812-349-3705 parks@bloomington.in.gov www.bloomington.in.gov/parks

Allison-Jukebox Community Center 351 South Washington Street

Bloomington, IN 47401 (812) 349-3731

Banneker Community Center 930 West 7th Street

Bloomington, IN 47402 (812) 349-3735

Cascades Golf Course

3550 North Kinser Pike Bloomington, IN 47402 (812) 349-3764

Frank Southern Ice Arena

1965 South Henderson Street Bloomington, IN 47401 (812) 349-3740

Twin Lakes Recreation Center 1700 West Bloomfield Road Bloomington, IN 47403

(812) 349-3720

Inclusive Recreation (812) 349-3747

Maintenance, Landscaping & Cemetery Operations (812) 349-3498

Urban Forestry (812) 349-3716

March 23, 2020

Sarah J. Everhart American Structurepoint, Inc. 9025 River Road, Suite 200 Indianapolis, IN 46240

Re: Section 4(f) Coordination

Phase III of the Fullerton Pike Corridor Improvement Project

Bloomington, Monroe County, Indiana

Des. No. 1802977 and 2001721 (Parent Des. No. 0801059)

Dear Ms. Everhart,

We understand that Phase III of the Fullerton Pike Corridor Improvement project (Des. No. 1802977 and 2001721; Parent Des. No. 0801059) will affect Clear Creek Trail (trail). The trail serves as a resource to the general public, is owned by the City of Bloomington, and managed by the Bloomington Parks and Recreation Department. The trail is considered a Section 4(f) resource under the US Department of Transportation Act.

We understand that the Federal Highway Administration (FHWA) made a "de minimis" impact finding for Clear Creek Trail in the Environmental Assessment for the overall Fullerton Pike Corridor Improvement project (Des. No. 0801059). Since the "de minimis" impact finding, the design has been further developed for Phase III of the project.

Phase III of the Fullerton Pike Corridor Improvement Project begins approximately 0.04 mile west of South Rogers Street and extends west for approximately 1.34 miles before terminating approximately 0.11 mile west of Rockport Road. Phase III will reconstruct existing portions of Fullerton Pike and Gordon Pike, as well as extend Fullerton Pike on new alignment beginning approximately 500-feet east of Rockport Road and extending east to approximately 0.25-mi west of South Wickens Street. Phase III proposes to construct a 10-foot-wide multi-use path along the north side and a 5-footwide sidewalk along the south side of the roadway. The project proposes to construct connections from the new multi-use path and sidewalk to the existing Clear Creek Trail. Additionally, a bridge will be built that crosses over Clear Creek trail and the adjacent stream, Unnamed Tributary (UNT) to Clear Creek. Underneath the bridge, a riprap slope will be constructed adjacent to the trail and the trail will be lowered by approximately 3-feet to maintain an 11-foot clearance under the bridge. The trail will be reconstructed along the same horizontal alignment within the construction limits to provide the appropriate slope from the existing



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trail to the lowered elevation underneath the bridge. The project will acquire approximately 0.29-acre of permanent right-of-way and 0.26-acre of temporary right-of-way from Clear Creek Trail.

The maintenance of traffic for the trail will consist of constructing the north and south trail connections from Fullerton Pike to Clear Creek Trail before the bridge over Clear Creek Trail is constructed. During construction of the trail connections, the trail may be temporarily closed for up to two weeks. Bloomington Parks and Recreation requests at least two weeks notification before the trail closure so trail users may be appropriately notified. Temporary pavement will be installed between the two trail connections, which will provide a continuous detour route for trail users during the next stage of construction. Once that detour route has been completed, Clear Creek Trail will be closed where the bridge is being constructed and trail users will be detoured around the construction. This detour will allow trail users to continue to use Clear Creek Trail throughout the remaining construction. Once the bridge over Clear Creek Trail has been completed, Clear Creek Trail under the bridge will be reopened to trail users. A Memorandum of Understanding (MOU) between the Bloomington Parks and Recreation Department and the Monroe County Highway Department will be completed that outlines maintenance responsibilities for the portion of Clear Creek Trail that will be acquired by Monroe County.

We understand that the right-of-way stated above will be acquired from the trail for the project and that our requests relating to the trail have been incorporated into the project. It is Bloomington Parks and Recreation Department's opinion, as the Official with Jurisdiction (OWJ), that FHWA's "de minimis" impact finding is still consistent with the proposed roadway design for Phase III of the Fullerton Pike Corridor Improvement project. In our opinion, the use of the publically owned Clear Creek Trail for this project will not adversely affect the activities, features, and attributes that qualify this trail for protection as Section 4(f) resource.

Respectfully,

Kathleen Mills, Park Board President City of Bloomington

cc: Paul Satterly (Monroe County Highway Department)
Lisa Ridge (Monroe County Highway Department)
Patrick Wooden (American Structurepoint, Inc.)
Josh Iddings (American Structurepoint, Inc.)



STAFF REPORT

Agenda Item: C-8 Date: 3/18/2021

Administrator Review\Approval

PM

TO: Board of Park Commissioners **FROM:** Joanna Sparks, City landscaper

DATE: March 23, 2021

SUBJECT: SERVICE AGREEMENT WITH BLEDSOE RIGGERT COOPER JAMES

Recommendation

Staff recommends approval of this Service Agreement with Bledsoe Riggert Cooper James (BRCJ) for professional survey services. Funding sources: 200-18-189500-53110 \$7,000.00 and 200-18-189000-53110 \$2,999.00. Amount not to exceed \$9,999.00.

Background

Bledsoe Riggert Cooper James will provide professional survey services on an as needed basis including, but not limited to, construction layout services and boundary retracement survey services at various locations.

RESPECTFULLY SUBMITTED,

Janua Charles City Landsonan

Joanna Sparks, City Landscaper

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

AND

BLEDSOE RIGGERT COOPER JAMES

This Agreement, entered into on this ____day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bledsoe Riggert Cooper James ("Contractor").

- Article 1. Scope of Services Contractor shall provide professional surveying services ("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 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. <u>Standard of Care</u> Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
- **Article 3.** Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.
- Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand Nine Hundred Ninety Nine Dollars and Zero Cents (\$9,999.00). 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 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: on an as needed basis 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.

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.** <u>Identity of the Contractor</u> 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. <u>Independent Contractor Status</u> 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. <u>Indemnification</u> 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. <u>Insurance</u> 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. <u>Conflict of Interest</u> 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. <u>Assignment</u> 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. <u>Non-Discrimination</u> 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. <u>Compliance with Laws</u> 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, City Landscaper, 401 N. Morton, Bloomington, IN 47402. Contractor: Bledsoe Riggert Cooper James. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. <u>Integration and Modification</u> 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	BLEDSOE RIGGERT COOPER JAMES
Philippa M. Guthrie, Corporation Counsel	Marty James, Vice President/Professional Surveyor
CITY OF BLOOMINGTON PARKS AND RECREATION	Date
Paula McDevitt, Director Parks and Recreation Department	
Kathleen Mills, President Board of Park Commissioners	

EXHIBIT AE-VERIFY AFFIDAVIT

STATE	OF INDIANA) SSS:
COUNT	Y OF)
AFFIDA	VIT	
	The undersigned, be	g duly sworn, hereby affirms and says that:
1.	The undersigned is t	of (job title) (company name)
2.	The company named i.	erein that employs the undersigned: has contracted with or seeking to contract with the City of Bloomington to provide services; OR
3.	The undersigned her	is a subcontractor on a contract to provide services to the City of Bloomington. by states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ as defined at 8 United States Code 1324a(h)(3).
4.		y states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify
Signature	2	
Printed N	Name	
STATE	OF INDIANA))SS:
COUNT	Y OF	
Before n foregoing	ne, a Notary Public in g this day of	ad for said County and State, personally appeared and acknowledged the execution of the, 2021.
Notary P	ublic's Signature	My Commission Expires:
		County of Residence:
Printed N	Name of Notary Public	

EXHIBIT B

STATE OF) SS:	
COUNTY OF)	
NON-COLLUSION AFFIDAVIT	
firm, company, corporation or partnership rep	being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the presented by him, entered into any combination, collusion or agreement with any person relative to the ent any person from making an offer nor to induce anyone to refrain from making an offer and that this ffer.
OATH AND AFFIRMATION I affirm under the penalties of perj Dated this day of	ury that the foregoing facts and information are true and correct to the best of my knowledge and belief, 20
	BLEDSOE RIGGERT COOPER JAMES
	Ву:
STATE OF	
COUNTY OF)	
Before me, a Notary Public in and for said of foregoing this day of	County and State, personally appeared and acknowledged the execution of the, 2020.
Notary Public's Signature	My Commission Expires:
Printed Name of Notary Public	



STAFF REPORT

Agenda Item: C-9 Date: 3/18/2021

Administrator Review\Approval PM

TO: Board of Park Commissioners

FROM: Steve Cotter, Natural Resources Manager

DATE: March 23, 2021

SUBJECT: GRIFFY LAKE NATURE PRESERVE PRESCRIBED FIRE CONTRACT

WITH HABITAT SOLUTIONS

Recommendation

Staff recommend approval of this contract. Funding for the contract will be from Natural Resources General Fund 200-18-184000-53990 for \$5000.

Background

The Indiana Dept. of Natural Resources Division of Nature Preserves has recommmened prescribed fire for sections of the Griffy Lake Nature Preserve to improve habitat for native vegetation and wildlife. In April of 2020 Habitat Solutions successfully burned 7.7 acres on the north side of Griffy Lake west of Headley Rd. The Bloomington Fire Dept. assisted with the effort to reduce the risk of wildfire within the Preserve and they have offered to help with a prescribed burn again this year.. This contract would allow Habitat Solutions to burn approximately 7 acres on the north side of the lake, to the east of Headley Rd. this spring, or next fall, depending on weather conditions.

RESPECTFULLY SUBMITTED,

Steve Cotter

Natural Resources Manager

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND HABITAT SOLUTIONS WILDLIFE AND FOREST MANAGEMENT

This Agreement, entered into on this	day of	, 2021, by and between the City of Bloomington
Department of Parks and Recreation	(the "Department")	, and Habitat Solutions ("Contractor").

Article 1. Scope of Services Contractor shall provide all labor, materials, and equipment necessary to write burn plans, conduct prescribed fires, and complete burn summary reports at Griffy Lake Nature Preserve in Bloomington, IN.

("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 Steve Cotter 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. <u>Standard of Care</u> 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: Steve Cotter, 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. <u>Schedule</u> Contractor shall perform the Services according to the following schedule:

Spring or Fall of 2021. Weather conditions will dictate when the burn occurs.

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

Article 7. <u>Termination</u> 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

1

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. <u>Identity of the Contractor</u> 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. <u>Independent Contractor Status</u> 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. <u>Indemnification</u> 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. <u>Insurance</u> 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. <u>Waiver</u> 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. <u>Assignment</u> 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. <u>Non-Discrimination</u> 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. <u>E-Verify</u> 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. <u>Notices</u> Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington, Attn: Steve Cotter, 401 N. Morton, Bloomington, IN 47404. Consultant: Habitat Solutions Wildlife and Forest Management, Attn: Dan McGuckin, 12875 Sawmill Rd. Columbus, IN 47201. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. <u>Integration and Modification</u> 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. <u>Non-Collusion</u> 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.

<u>CITY OF BLOOMINGTON</u>	HABITAT SOLUTIONS
Philippa M. Guthrie, Corporation Counsel	Dan McGuckin, President
CITY OF BLOOMINGTON PARKS AND RECREATION	
Paula McDevitt, Director Parks and Recreation Department	
Kathleen Mills, President	

Board of Park Commissioners

EXHIBIT AE-VERIFY AFFIDAVIT

STATE OF INDIANA))SS:
COUNTY OF)
AFFIDAVIT
The undersigned, being duly sworn, hereby affirms and says that:
1. The undersigned is theof (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 herby 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.
My Commission Expires: Notary Public's Signature
County of Residence: Printed Name of Notary Public

EXHIBIT B

STATE OF)	
STATE OF)	
NON-COLLUSION AFFIDAV		
member, representative, or agent of into any combination, collusion of	or agent, being duly sworn on oath, says that he has not, not of the firm, company, corporation or partnership represented by a greement with any person relative to the price to be offered aking an offer nor to induce anyone to refrain from making an ce to any other offer.	by him, entered I by any person
the best of my knowledge and bel	es of perjury that the foregoing facts and information are true lief. of, 20	and correct to
	Habitat Solutions	
	By:	
STATE OF	SS:	
Before me, a Notary Public in and acknowledged the execution of the	If for said County and State, personally appeared, 202	and 21.
Notary Public's Signature	My Commission Expires:	
	County of Pacidence	

Printed Name of Notary Public



STAFF REPORT

Agenda Item: B-10 Date: 03/18/2021

Administrator Review\Approval

TO: Board of Park Commissioners

FROM: Steve Cotter, Natural Resources Manager

DATE: March 23, 2021

SUBJECT: Review/Approval of Griffy Lake Nature Preserve Vegetation Monitoring

Contract

Recommendation

Staff recommends approval of this partnership agreement with Eco Logic LLC.

Background

This three year project will collect data on 12 transects at Griffy Lake Nature Preserve to monitor deer browse on both herbaceous and woody vegetation. The results will be compared to previous years' data to determine whether there has been a decline, increase, or no statistical change in the amount of deer browse since the this research was initiated. Additional data analysis will be performed to evaluate trends.

2021

Total for spring herbaceous deer browse monitoring: \$4,814.00

Total for late summer woody plant deer browse monitoring: \$4,583.00

Total for deer browse monitoring for 2021: \$9,397.00

2022

Total for spring herbaceous deer browse monitoring: \$4,883.00

Total for late summer woody plant deer browse monitoring: \$4,653.00

Total for deer browse monitoring for 2021: \$9,536.00

2023

Total for spring herbaceous deer browse monitoring: \$5,058.00

Total for late summer woody plant deer browse monitoring: \$4,819.00

Total for deer browse monitoring for 2021: \$9,877.00

Total for three years of deer browse monitoring: \$28,810

RESPECTFULLY SUBMITTED,

Steve Cotter, Natural Resources Manager

AGREEMENT BETWEEN

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

AND

ECO LOGIC, LLC

FOR

VEGETATION STUDIES AT GRIFFY LAKE NATURE PRESERVE

This Agreement, entered into on this _____day of ______, 20____, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Eco Logic, LLC ("Contractor"),

WITNESSETH:

- WHEREAS, the Department wishes to determine and document the health of plant communities at the Griffy Lake Nature Preserve; and
- WHEREAS, the Department requires the services of a professional consultant in order to perform said Services as further defined in the Scope of Services below; and
- WHEREAS, it is in the public interest that such Services be undertaken and performed; and
- WHEREAS, Consultant is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

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, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty eight thousand eight hundred and ten dollars. (\$28,810). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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 Eco Logic LLC 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	Eco Logic, LLC
Attn: Steve Cotter	Attn: Spencer Goehl
401 N. Morton, Suite 250	8685 W. Vernal Pike
Bloomington, Indiana 47402	Bloomington IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

<u>CITY OF BLOOMINGTON</u>	ECO LOGIC, LLC
Philippa M. Guthrie, Corporation Counsel	Spencer Goehl, Executive Director
Paula McDevitt, Director Parks and Recreation Department	
Kathleen Mills, President, Board of Park Commissioners	

EXHIBIT A

"Scope of Work"

Vegetation monitoring on 12 transects within Griffy Lake Nature Preserve to monitor browse on both herbaceous and woody vegetation. The results will be compared to previous years data to determine whether there has been a decline, increase, or no statistical change in the amount of deer browse since the this research was initiated. Data analysis will include graphs of trends and a brief annual summary.

2021

Total for spring herbaceous deer browse monitoring: \$4,814.00 Total for late summer woody plant deer browse monitoring: \$4,583.00 Total for deer browse monitoring for 2021: \$9,397.00

2022

Total for spring herbaceous deer browse monitoring: \$4,883.00 Total for late summer woody plant deer browse monitoring: \$4,653.00 Total for deer browse monitoring for 2021: \$9,536.00

2023

Total for spring herbaceous deer browse monitoring: \$5,058.00 Total for late summer woody plant deer browse monitoring: \$4,819.00 Total for deer browse monitoring for 2021: \$9,877.00

Total for three years of deer browse monitoring: \$28,810

EXHIBIT B

"Project Schedule"

These projects will begin in April, 2021. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

EXHIBIT CE-VERIFY AFFIDAVIT

STAT	E OF INDIANA)			
COUN	TTY OF)SS: _)			
		Α	AFFIDAVIT		
	The undersigned, being	•	•	•	
1.	The undersigned is the	;	of	(company name	·
		(job title	e)	(company name	;)
2.	servic	ontracted with or sees; OR	eeking to conti	ract with the City of Blo	
3.	The undersigned hereb	by states that, to the	e best of his/h	de services to the City of er knowledge and belief, alien," as defined at 8	the company named
4.				belief, the company nam	ed herein is enrolled
Signat	ure				
Printed	l Name				
STAT	E OF INDIANA)			
COUN	E OF INDIANA)			
Before	e me, a Notary Public in a	and for said County	y and State, per	rsonally appeared	and
		t uit 1010going uits	uu y or .		_, _ `
Noton			My Commis	sion Expires:	
notary	Public's Signature				
			County of Re	esidence:	
Printed	d Name of Notary Public	;			

EXHIBIT D

STATE OF)	
COUNTY OF) SS:)	
	NON-COI	LUSION AFFIDAVIT
member, representative, or agentinto any combination, collusion	nt of the firm, cor or agreement wi making an offer	g duly sworn on oath, says that he has not, nor has any other mpany, corporation or partnership represented by him, entered ith any person relative to the price to be offered by any person nor to induce anyone to refrain from making an offer and that offer.
	OATH A	AND AFFIRMATION
I affirm under the penal	lties of perjury th	hat the foregoing facts and information are true and correct to
the best of my knowledge and b Dated this da	ener. sy of	, 20
	ECO L	OGIC, LLC
	Ву:	
STATE OF)	
STATE OF COUNTY OF) SS:	
COUNTY OF)	
Before me, a Notary Public in a acknowledged the execution of	nd for said Coun	ty and State, personally appeared and is, 20
	une roregoing un	<u></u> , <u></u> .
		My Commission Expires:
Notary Public's Signature		
		County of Residence:
Printed Name of Notary Public		



STAFF REPORT

Agenda Item: B-11 Date: 3/18/2021

Administrator Review\Approval PM

TO: Board of Park Commissioners

FROM: Tim Street, Operations and Development Division Director

DATE: March 23, 2021

SUBJECT: HIDDEN RIVER MOU WITH CITY OF BLOOMINGTON UTILITIES

Recommendation

Staff recommends approval of a MOU with City of Bloomington Utilities for the replacement of the playground at Waldron, Hill, and Buskirk Park later in 2021.

Background

The Hidden River Pathway project has caused a large disruption along the east side of Waldron, Hill, and Buskirk Park, necessitating the removal of four trees, the playground, and swing bays. City of Blomington Utilities is agreeing to reimburse the Parks Department \$160,000 for the installation of a new playground when the work in the area is complete.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BLOOMINGTON PARKS DEPARTMENT AND THE CITY OF BLOOMINGTON UTILITIES DEPARTMENT FOR THE PAYMENT OF CONSTRUCTION COSTS FOR PLAYGROUND AND PARK INFRASTRUCTURE AT WALDRON HILL BUSKIRK PARK

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Bloomington Utilities Department ("CBU") acting through its Utilities Service Board ("USB"), and the City of Bloomington Department of Parks and Recreation, acting through its Board of Park Commissioners ("Parks").

WHEREAS, Parks owns a parcel of real estate which is legally described in Exhibit "A", attached hereto and by this reference incorporated herein and is the location of the park commonly known as the Waldron Hill Buskirk Park; and

WHEREAS, CBU is reconstructing a segment of the Hidden River stormwater infrastructure ("Project") which includes the reconstruction of that section of the culvert which runs through the Waldron Hill Buskirk Park; and,

WHEREAS, Parks has granted to CBU a temporary and a permanent easement through the Waldron Hill Buskirk Park which was recorded with the Monroe County Recorder's Office under deed record number 2020012320 (see Exhibit "A")(The "Easements"); and

WHEREAS, Parks and CBU wish to delineate the responsibilities and costs associated with the certain demolition of and necessary repairs to the Waldron Hill Buskirk Park that will result from the Project running through the Waldron Hill Buskirk Park; and

WHEREAS, Parks and CBU wish to formalize the delineation of these responsibilities and costs by a Memorandum of Understanding.

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

- 1. The following playground equipment and park infrastructure is located within the Easements and will be removed by Parks prior to construction of the Project through the Waldron Hill Buskirk Park:
 - a. One three bay swingset
 - b. The KABOOM playground set
 - c. Two park benches and two picnic tables
- 2. Parks shall be responsible for replacing with like kind or reinstalling the items identified in paragraph one above. Parks shall also be responsible for reinstalling concrete footpaths, concrete curbs currently delineating the playground areas and concrete bench pads within the footprint of the Waldron Hill Buskirk Park, which may be removed by CBU's contractor as part of the Project. CBU shall reimburse Parks for the costs associated therewith in an amount not to exceed One Hundred Sixty Thousand and Zero/One-Hundredth (\$160,000.00) Dollars. However, CBU agrees that it shall be responsible for 100% of the costs and expenses for the actual work performed in the

replacement/reinstallation of the items identified in paragraph one above, including any and all costs and expenses for any and all change orders for said replacement/reinstallation. Parks shall receive prior written approval from CBU before Parks incurs any expenses associated with the replacement and/or installation of any items identified in paragraph one above. CBU shall not be required to reimburse Parks for any expenses incurred that CBU did not review and approve.

- 3. Parks shall contract for installation of replacement playground equipment using the RFP method and shall prepare the materials and administer this process. CBU shall reimburse Parks up to the agreed upon amount. One of the RFP's requirements shall be that the submitted project include all equipment, material, and contracted labor that is at or under the indicated maximum cost allocation for the project.
- 4. CBU, as part of its contract with Milestone Construction, LP for this Project, shall be responsible for the removal and replacement of, and the costs associated with, the following items which are not part of the not to exceed amount of \$160,000.00:
 - a. Portions of perimeter sidewalk and curbing fronting S. Lincoln Street and E. Smith Avenue that may be removed and or damaged during construction.
 - b. Parking lot light poles located within the Easements.
 - c. Portions of the parking lot on E. Smith Street that may be removed and/or damaged during construction.
- 5. Parks shall not place, or cause to be placed, any permanent structures or alterations within the Easements including, but not limited to, trees, signs, structures, or fences unless prior written approval is granted to Parks by CBU. Parks shall rely on and comply with the terms and conditions of the Easements in Exhibit A when determining whether Parks wishes to locate any equipment and other infrastructure within the Waldron Hill Buskirk Park. In the event future routine storm water drainage and utility infrastructure maintenance or construction is required within the Easement Area, Parks shall be solely responsible for removal and replacement of any infrastructure and equipment Parks placed within the Easements at Parks' own cost and expense.
- 6. It is anticipated that one or more existing trees may be removed by CBU's contractor as part of the project. Parks shall be responsible for planting of new trees in the area, subject to CBU's easement restrictions. CBU will be coordinating the removal of the Beech tree along the construction corridor at an estimated cost of \$3,300, Parks agrees to pay for one-half of the cost of removal.
- 7. No contractor, subcontractor, or independent contractor may drive or move any piece of equipment across the permeable pavers installed between the stage and fountain at Waldron Hill Buskirk Park.
- 8. Parks agrees to allow a staging area for construction in the parking lot behind the Allison-Jukebox Building. Staging shall not occupy more than one-half of the parking spaces on the eastern side of the parking lot.

IN WITNESS WHEREOF, the parties hereto have executed this *Memorandum of Understanding* which shall become effective as of the date last entered below.

CITY OF BLOOMINGTON UTILITIES SERVICE BOARD		CITY OF BLOOMINGTON BOARD OF PARK COMMISSIONERS	
Jean Capler, President	_ Dated	Kathleen Mills, President	 Dated
Attest:			
LaTreana Teague, Secretary to the Board	Dated		
Vic Kelson, Director City of Bloomington Utilities	Dated	Paula McDevitt, Director Bloomington Parks and Recreation	Dated



STAFF REPORT

Agenda Item: B-12 Date: 3/18/2021

Administrator Review\Approval

PM

TO: Board of Park Commissioners FROM: Erin Hatch, Urban Forester

DATE: March 23, 2021

SUBJECT: PARTNERSHIP AGREEMENT WITH MIDDLE WAY HOUSE, INC. FOR

WRAPPED IN LOVE EVENT

Recommendation

Staff recommends approval of a partnership agreement with Middle Way House, Inc. for use of City trees for their Wrapped in Love event.

Background

Permits use of up to 55 City trees by Middle Way House, Inc. for installation of knitted yarn sweaters as part of the annual Wrapped In Love event. Wrapped In Love is a campaign to raise awareness and funds used for supportive services for survivors of domestic violence, sexual violence, and human trafficking.

RESPECTFULLY SUBMITTED,

Erin Hatch, Urban Forester

AGREEMENT FOR THE USE OF CITY OF BLOOMINGTON TREES FOR WRAPPED IN LOVE EVENT BY MIDDLE WAY HOUSE, INC.

This agreement is made and entered into this	day of	2021, by and between the
Bloomington Parks and Recreation Department, ((BPRD) and, Middle Way	House, Inc.

WHEREAS, Middle Way House, Inc. located at 401 S. Washington St., Bloomington, Indiana, desires the use of a City trees for its Wrapped in Love fundraising campaign; and

WHEREAS, the City of Bloomington Department of Parks and Recreation (hereinafter referred to as "City") owns and maintains City trees; and

WHEREAS, the City wishes to allow Middle Way House, Inc. the use of City trees.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

- 1. Purpose of the Agreement. The purpose of the Agreement is for the City to allow Middle Way House, Inc. limited use of up to 55 City trees as part of its Wrapped in Love campaign, which decorates trees around Bloomington in a campaign to raise awareness and funds used for supportive services for survivors of domestic violence, sexual violence, and human trafficking.
- **2. Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until October 31, 2022, unless terminated in accordance with paragraph seven (7).
- **3.** Use of City trees. The City hereby grants Middle Way House, Inc. permission to use City trees as follows:

Middle Way House, Inc. shall be permitted to cover up to 55 specified City trees with knitted yarn sweaters. Middle Way House, Inc. may begin installing the tree sweaters on September 20, 2021, and must have sweaters removed by March 19, 2022. The City of Bloomington retains the ability to request sweaters removed at any time within the aforementioned time window.

4. Responsibility for damages; Indemnification. Middle Way House, Inc. agrees to assume full responsibility for any damages that may occur to the trees from this action.

Middle Way House, Inc. agrees to assume full and complete responsibility for all bodily injury, including death, and property damage which may occur as a result of the acts and omissions of Middle Way House, Inc., its officers, director, agents, employees, members, participants, successors and assigns, while performing the installation and removal of tree sweaters and wraps.

Further, Middle Way House, Inc. agrees to release, hold harmless, and indemnify the City of Bloomington, its Department of Parks and Recreation, and all City of Bloomington and Parks and Recreation officers, employees, and agents from any and all claims for personal injury, including death, or property damage that may occur as a result of the acts and omissions of Middle Way House, Inc., its officers, director, agents, employees, members participants, successors and assigns, while performing the installation and removal of tree sweaters and wraps.

5.	Rules and Regulations . Middle Way House, Inc. shall comply with all rules and regulations established by the City's Department of Parks and Recreation for use of City property. Middle Way House, Inc. shall further require its Wrapped in Love member participants to comply with all said rules and regulations.			
6.	Notice and Agreement Representatives			
	Notice regarding any significant concerns and/or breaches of this Agreement shall be given to:			
	Middle Way House, Inc.	Bloomington Parks and Recreation:		
	Debra Morrow	Erin Hatch, Urban Forester		
	812-333-7404	812-349-3716		
	Representatives for the day-to-day operations and implementation of this Agreement shall be:			
	Middle Way House, Inc.	Bloomington Parks and Recreation		
	Mindy Bartlett	Erin Hatch, Urban Forester		
	812-333-7404	812-349-3716		
	401 S. Washington St.	401 N. Morton St.		
	Bloomington, IN 47401	Bloomington, IN 47403		
	events@middlewayhouse.org	erin.hatch@bloomington.in.gov		
7. WHEREFO	Termination. This contract may onl all parties to this Contractual Agreem ORE , the parties have entered into the			
	2021.	· — ·		
City of	f Bloomington	Middle Way House, Inc.		
	McDevitt, Director ington Parks and Recreation	Debra Morrow, Executive Director		
	en Mills, Park Board President of Park Commissioners			
Philipp	oa M. Guthrie, Corporation Counsel			



STAFF REPORT

Agenda Item: B-13 Date: 3/18/2021

Administrator Review\Approval

PM

TO: Board of Park Commissioners FROM: Erin Hatch, Urban Forester

DATE: March 23, 2021

SUBJECT: RE-APPOINTMENT OF KERRY BRIDGES TO SERVE ON THE TREE

COMMISSION

Recommendation

Staff recommends re-appointment of Kerry Bridges to the City of Bloomington's Tree Commission.

Background

Kerry Bridges has served on the Tree Commission as the Board of Park Commissioner's appointment to the Commission. Kerry is a Board Certified Master Arborist with the International Society of Arboriculture (ISA), and provides a wealth of specific arboricultural knowledge to the Tree Commission.

RESPECTFULLY SUBMITTED,

Erin Hatch, Urban Forester



STAFF REPORT

Agenda Item: B-14 Date: 3/18/2021

Administrator Review\Approval PM

TO: Board of Park Commissioners

FROM: Tim Street, Operations and Development Division Director

DATE: March 23, 2021

SUBJECT: NOTICE OF VIOLATION FOR STREET TREES

Recommendation

Staff recommends review of the proposed Notice of Violation process and template for illegal street tree removals and other related actions according to Bloomington Municipal Code 12.24 – TREES AND FLORA.

Additionally, staff request that the Board of Park Commissioners officially recognize the Bloomington Parks and Recreation Department as its designee, according to Bloomington Municipal Code 12.24.110 (1), for the issuance of "Notice of Violations" to responsible parties.

Background

Municipal Code 12.24 – TREES AND FLORA regulates the work on and planting and maintenance of boundary trees and trees on public property and in the public rights-of-way ("trees subject to these provisions") and flora on public property and in the public rights-of-way, to encourage proper selection and planting, and to assure compatibility with other urban infrastructure such as utilities, sidewalks and streets.

It is the intent of this code to establish the responsibilities of the city and its residents toward flora and trees subject to these provisions and to assure those regulations and policies maintain and increase the tree canopy within the city.

As such, trees planted in public rights-of-way are protected. As more specifically stated in Chapter 12.24 of the Bloomington Municipal Code, any removal, alteration, trimming, and acts that would otherwise damage or endanger a protected tree must be undertaken pursuant to the regulations set forth in Chapter 12.24.

12.24.020 - City authority.

(1) The city shall have the authority, control, supervision and direction over all flora and trees subject to these provisions.

2021-January

12.24.110 – Notice of violation.

- (1) If the board or its designee determines that there is a violation of this chapter or a public nuisance, the board or its designee shall issue a notice of violation (NOV) to the responsible party. For purposes of issuing a NOV, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: property owner(s); and the persons who have caused the violation.
- (2) The NOV shall be served upon the responsible party by mailing a copy to that person's last known mailing address.

12.24.120 – Violation and penalties.

- (1) Any person violating any of the provisions of this chapter may be issued an official warning.
- (2) Any person violating any of the provisions of this chapter shall, upon a written notice of violation (NOV), be subject to a penalty up to the statutory limit as described in Indiana Code Section 36-1-3-8, as amended.

Process

The following process will be used by the City of Bloomington, Parks and Recreation Urban Forestry when a tree in a public right-of-way has been removed, pruned, or otherwise altered in violation of Bloomington Municipal Code Chapter 12.24:

- **Step 1**. The Urban Forester will investigate any complaints or suspicions of violations of Chapter 12.24, and will confirm any removals or alterations to existing trees in rights-of-way through consultation with the City's tree database (TreeKeeper) and historic images of the site.
- **Step 2**. The Urban Forester will suggest an appropriate corrective action in consultation with the Operations Division Director and the Parks and Recreation Director. Corrective action may include an official warning, planting a replacement tree approved by the Urban Forester, paying a fine, removing and/or grinding stumps, or other corrective steps. Fines will be determined in accordance with Bloomington Municipal Code § 12.24.120, which states violations of Chapter 12.24 may result in a civil penalty of not more than \$2,500 for a first violation. If the corrective action includes issuance of a Notice of Violation ("NOV") to a responsible party, such NOV will be drafted in consultation with the assigned City counsel to the Parks and Recreation Department. The NOV will include all required corrective actions and the timeline for their completion.
- **Step 3**. If approved, the NOV will be sent by mail to the responsible parties. The responsible party will have fifteen (15) working days to notify the Urban Forester of their planned response. An explanation of the appeal process will accompany the NOV.
- **Step 4**. If the responsible party does not contact the Urban Forester within fifteen (15) working days they will be sent a second NOV by mail. The ten (10) working day deadline to file an appeal of the NOV to the City of Bloomington Board of Parks Commissioners ("Board") shall begin following mailing of the second NOV.
- **Step 5**. If an appeal is filed within ten (10) working days of the receipt of either NOV, the process for appeals outlined in § 12.24.120 will be followed.
- **Step 6**. If the responsible party completes the corrective action, the Urban Forester will verify completion of the corrective action and the City will consider the corrective actions outlined in the NOV satisfied.
- **Step 7**. If no response is received from the responsible party within fifteen (15) days of receipt of the second NOV, or if the responsible party does not complete the corrective action in the established timeline, an appropriate fine will be assessed to the responsible party, which will be

served on the responsible party by mail. Additionally, the Urban Forester shall request approval from the Board to abate the violation.

Step 8. If the responsible party fails to pay said penalty, the city legal department may bring suit in a court of competent jurisdiction to collect the accumulated fines, and any other costs associated with the remedy of the violation as are allowed by law, and any other remedies available, including but not limited to injunctive relief.

Step 9. If a property owner fails to abate the violation cited in the NOV and the City abates the violation after approval by the Board, the Controller shall make a certified statement of the actual cost incurred by the city for the action. The statement shall be served on the landowner by certified mail. The landowner shall pay the amount in the statement to the city legal department within ten working days of receiving it. If the property owner should fail to pay within the tenday period, a certified copy of the statement of costs shall be filed in the offices of the county auditor. The auditor shall place the amount claimed on the tax duplicate against the property affected by the work. The amount shall be collected as taxes are and disbursed to the general fund of the city.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

Attached: Sample Notice of Violation (see below)

NOTICE OF VIOLATION

Person Date of Fines/C Locatio	otice of Violation issued: (s) Notice of Violation issued to: i violations: Civil Penalties: on/address of violations: of violation/code provision violated:	[] [] Up to \$2,500.00. [) [BMC §§ 12.24.070(2); 12.24.] 080; 12.24.060
you are for [<u> </u>	y of Bloomington Parks and Recreation Dependent in violation of Bloomington Municipal Code subject to the r 12.24 located upon your property, ty"), without first obtaining a Tree Work Perr	e [<mark>§ 12.24.070(2); 12.24.080; a provisions of Bloomington M (</mark>	and 12.24.060] unicipal Code nereinafter the
1	Pursuant to Bloomington Municipal Code § through Parks, regulates the work on and and trees on public property and in the public	planting and maintenance of b	
	Bloomington Municipal Code § 12.24.070 re or treat with pesticide any tree subject to th tree work permit.		
	Bloomington Municipal Code § 12.24.080 carve, or deface any trees subject to these p		damage, cut,

Bloomington Municipal Code § 12.24.060 requires stumps of removed trees subject to these provisions shall be ground to six inches or more below ground level and the cavity filled with soil and leveled.

Bloomington Municipal Code § 12.24.120 states that violations of BMC Chapter 12.24 may result in a civil penalty of not more than \$2,500.00 for a first violation.

To correct this violation, you must [_____]. If you fail to take this corrective action within ______days of this Notice of Violation, you will be assessed a civil penalty in the amount of \$X,XXX.XX pursuant to Bloomington Municipal Code 12.24.120. Corrective action shall be coordinated with the city's Urban Forester; you must contact the Urban Forester within fifteen (15) working days of receipt of this Notice of Violation (NOV) to inform them of your plans. You can do so by calling the Parks office at 812-349-3700 or e-mailing erin.hatch@bloomington.in.gov.

After the expiration of the time to take corrective action, Parks may also initiate action to abate the violation. The City shall, upon approval of the City of Bloomington Board of Parks Commissioners ("Board"), take steps to remedy the violation. If you fail to remedy the violation cited in the NOV within the correction period, the city legal department may bring suit in a court of competent jurisdiction to collect any accumulated fines, any other costs associated with the remedy of the violation as are allowed by law, and any other remedies available, including but not limited to injunctive relief.

If you fail to abate the violation cited in this NOV and the City of Bloomington ("City") remedies the violation, the controller shall make a certified statement of the actual cost incurred by the City for the action. The statement shall be served on the landowner by certified mail. The landowner shall pay the amount in the statement to the city legal department within ten working days of receiving it. If the property owner should fail to pay within the ten-day period, a certified copy of the statement of costs shall be filed in the offices of the county auditor. The auditor shall place the amount claimed on the tax duplicate against the property affected by the work. The amount shall be collected as taxes are and disbursed to the general fund of the City.

Any person aggrieved by Parks' denial of a tree work permit, issuance of a notice of violation, or notice of tree removal, shall have the right of appeal to the Board. No appeal is allowed for emergency tree removal, described in Bloomington Municipal Code Section 12.24.070(3)(b). Appeals shall be made within ten working days after the action complained of, or for notice of tree removal, within seven working days of the posting of notice of tree removal. An appeal is made by filing a written statement with the Board setting forth fully the grounds for the appeal. The Board shall convene at a public meeting to review the initial decision in light of the appeal, and shall issue written findings. The decision and order of the Board on such appeal shall be final and conclusive. Appeals may be e-mailed to the city's Urban Forester at erin.hatch@bloomington.gov or mailed to:

City of Bloomington - Parks & Rec 401 N Morton St. Suite 250 Bloomington, IN 47404

All appeals from written findings of the Board shall be made to a court of competent jurisdiction within ten working days of the issuance of the findings.

Please contact Parks with questions or concerns at (812) 349-3700.

Sincerely,

Paula McDevitt Director Parks and Recreation Department



STAFF REPORT

Agenda Item: C-15 Date: 3/18/2021

Administrator Review\Approval

TO: Board of Park Commissioners **FROM:** Joanna Sparks, City Landscaper

DATE: March 23, 2021

SUBJECT: PARTNERSHIP AGREEMENT WITH CENTERSTONE

Recommendation

Staff recommends approval of a partnership agreement with Centerstone for contractual services to provide employees to serve on one of several work crews including custodial maintenance, landscaping and golf course grounds maintenance for an amount not to exceed \$129,625. Funding sources for this partnership program are:

• Park Maintenance: 200-18-189000-53990 - \$33,420

• Landscaping: 200-18-189500-53990 - \$41,203

• Golf Course: 200-18-183500-53990 - \$5,000

• Recover Forward Funds - \$50,000

Background

This partnership was piloted in 2017 with focus on the high volume parks in the downtown area including Seminary Park, Peoples Park, Building Trades Park and Rev. Ernest D. Butler Park. It has successfully operated for three seasons. Golf course and landscaping operations were added to the partnership in 2018 and have also proved to very successful. In 2020 landscaping operations were expanded to include a Switchyard Park crew, as well as adding a playground maintenance crew. The 2020 expansions were funded by Recover Forward funds.

Due to the successful history of this partnership the department would like to continue a contractual working relationship with Centerstone. Centerstone will invoice the department at a rate of \$13.29/hour for clients who work in the program. Each of the four areas will provide training, equipment and general oversight of the designated locations to ensure they are maintained to the high standard under which the department operates. 2021-January

Seasons for the crews will be as follows:

- Park Maintenance April 5 October 29 M-F 1:00-5:00pm
- Landscaping April 6 October 28 T, W & R 7:30am-3:30pm
- Golf Course April 5 October 29 M & F 8am-12pm
- Playground Maintenance April 6 October 28 T, W & R 8am 12pm

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this____day of ____ 2021, by and between the City of Bloomington Parks and Recreation Department ("BPRD") and, Centerstone. ("CS").

WHEREAS, BPRD and CS desire to cooperate in a park maintenance crew, landscaping crew(s), Cascades Golf Course crew, playground maintenance crew; and

WHEREAS, CS 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.

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CS clients to work for CS in BPRD parks by combining available resources from each party to the Agreement.

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.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide well maintained parks for the community to enjoy.

3.2 BPRD agrees to:

- 1. Under the direction of the Operations Superintendent designate Seminary Park, Peoples Park, Butler Park, Building Trades Park, the Waldron, Hill and Buskirk Park and along Kirkwood Ave. between Indiana and Walnut Streets as sites for the park maintenance crew. (Monday Friday 1pm-5pm April 5, 2021 October 29, 2021).
- 2. Under the direction of City Landscaper designate landscaping areas and tasks for both the landscaping crew(s) with the (Tuesday, Wednesday, Thursday;

- 7:30am 3:30pm; April 6, 2021 October 28, 2021).
- 3. Under the direction of the Cascades Golf Course Manager designate ground keeping duties such as landscaping pruning, weed pulling, debris removal, bunker weeding, raking leaves, painting, litter pick-up and other related duties. (Monday & Friday, 8am 12pm: April 5, 2021-October 29, 2021).
- 4. Under the direction of the Operations Superintendent designate playground maintenance areas and tasks for the playground maintenance crew. (Tuesday, Wednesday, Thursday; 8am 12pm; April 6, 2021 October 28, 2021).
- 5. To provide on-site training for the CS park maintenance, landscaping, Cascades Golf Course and playground maintenance crews.
- 6. Provide maintenance equipment and supplies necessary to maintain the designated parks, landscaped areas, Cascades Golf Course and playground areas.
- 7. Provide personal protection equipment for members for the CS park maintenance, landscaping, Cascades Golf Course and playground maintenance crews.
- 8. Pay CS invoiced amounts for labor costs of the Parks seasonal employment program. Amounts not to exceed an hourly rate of \$13.29 per hour, plus FICA for park maintenance, landscaping, Cascades Golf Course and playground maintenance crew positions.

4.0 CENTERSTONE:

4.1 The goal of Centerstone is to conduct an employment placement program for park maintenance.

4.2 CS agrees to:

- 1. Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews.
- 2. Provide the following number of employees per area:
 - Park Maintenance Crew: 3 employees and 1 supervisor; total of 20 hours per week per employee.
 - Landscaping Crew(s): 5 employees and 2 supervisors- one for the Urban Green Space Landscaping crew and 1 for the Switchyard Park Landscaping crew; total of 24 hours per week premployee.

- Cascades Golf Course: 3 employees and 1 supervisor; total of 8 hours per week per employee.
- Playground Maintenance Crew: 2 employees and 1 supervisor; total of 12 hours per week per employee.
- 3. Invoice Parks twice per season for labor costs from April 5– July 16 and July 19 October 29 at a reimbursement rate of \$13.29 per hour plus FICA depending on the positions filled and hours worked.
- 4. Provide separate invoices for each of the four areas: Park Maintenance, Landscaping, Cascades Golf Course and Playground Maintenance.
- 5. Provide transportation to the sites (People's Park, Seminary Park, Building Trades Park, Butler Park, the Waldron, Hill and Buskirk Park and along Kirkwood Ave between Indiana and Walnut St.), Switchyard Park, Operations Center, Cascades Golf Course, playgrounds and other sites as directed
- 6. Provide a Supervisor to transport and supervise crew on site
- 7. Have substitute workers available to fill in or permanently take a spot on the crew
- 8. Address behavioral issues that come up at sites
- 9. Complete maintenance log daily per site
- 10. Communicate with designed park staff on issues, progress, and supply needs

5.0 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 CS and BPRD.
- 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.
- CS shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and CS shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. CS and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.

- 5.5 CS is recognized as having the expertise and experience to hire and supervise the park maintenance, landscaping, golf course and playground maintenance work crews safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- 5.6 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on city property.
- Pursuant to Indiana code 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), CS 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 CS 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 February 2022.
- CS shall release, hold harmless, and indemnify the City of Blomingon, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CS's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CS, or its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

6.0 Notice:

Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

Centerstone	BPRD	
Greg May	Mark Marotz	
645 S. Rogers St.	930 W Fourth St.	
Bloomington, IN 47403	Bloomington, IN 47403	
(812)337-2237	(812) 327-6119	

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

Centerstone BPRD

 Greg May
 Dave Fox – Park Maintenance (812)360-9461

 645 S. Rogers St.
 Joanna Sparks – Landscaping (812)349-3497

 Bloomington, IN 47403
 Aaron Craig – Golf Course (317)345-5842

 (812)337-2237
 Mark Marotz-Playground Maint.(812)327-6119

7.0 Termination

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

7.1 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 CS of any such termination and the reasons therefore in writing.

8.0 E-Verify

8.1 Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien. 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.

Signed and Agreed to thisd	ay of, 2021.	
CENTERSTONE:		
Suzanne Koesel, CEO	-	Date
CITY OF BLOOMINGTON:		
Paula McDevitt, Administrator, BPRD	-	Date
Kathleen Mills, President, Board of Park Commissioners	_	Date

Philippa M. Guthrie, Corporate Counsel]	Date

EXHIBIT AE-VERIFY AFFIDAVIT

STATE OF INDIANA))SS:	
COUNTY OF)	
AFFIDAVIT	
The undersigned, being duly sworn, hereby affirms and says that:	
 The undersigned is the	(company name) ersigned: with the City of Bloomington to esservices to the City of Bloomington. his/her knowledge and belief, by an "unauthorized alien," as defined at is/her belief, the company
Signature	
Printed Name	
STATE OF INDIANA) COUNTY OF) SS:	
Before me, a Notary Public in and for said County and State, personal and acknowledged the execution of the control of the con	
Notary Public's Signature My Commissio	on Expires:
County of Resident Printed Name of Notary Public	dence:



STAFF REPORT

Agenda Item: B-16 Date: 3/18/2021

Administrator Review\Approval

PM

TO: Board of Park Commissioners FROM: Joanna Sparks, City Landscaper

DATE: March 23, 2021

SUBJECT: VEGETATION MANAGEMENT AT SWITCHYARD PARK

Recommendation

Staff recommends approval of this contract with Eco Logic, LLC for vegetation management at Switchyard Park. Funding source: 200-18-189500-53990. Amount not to exceed \$26,730.00.

Background

Eco Logic proposes to provide maintenance services for the riparian/reforestation plantings, totaling 19.7 acres at Switchyard Park. Both prior to and during the construction of the Park, Eco Logic has performed invasive management and ecological restoration activities. Multiple invasive species have been targeted and while initial control has been achieved, follow-up work will continue to be needed for several years.

In late fall of 2020, a total of 1,804 3-gallon and 2" caliper canopy and understory trees were installed. Two rounds of native seed mixes were installed during construction, as well. With the augmentation of native species, care will be taken to minimize off target damage. This proposal covers invasive control and planting maintenance through the 2021 growing season.

RESPECTFULLY SUBMITTED,

Joanna Sparks, City Landscaper

2021-January

Joanna Sparks

AGREEMENT BETWEEN

CITY OF BLOOMINGTON

PARKS AND RECREATION DEPARTMENT

AND

ECO LOGIC, LLC

FOR

VEGETATION MANAGEMENT AT SWITCHYARD PARK

This Agreement, entered into on this _____day of ______, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Eco Logic, LLC ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to perform invasive plant management and native planting

maintenance at Switchyard Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform

ecological restoration duties at Switchyard Park (the "Services" as further defined below); and

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

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

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

Article 1. Scope of Services

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

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty Six Thousand Seven Hundred Thirty Dollars and Zero Cents (\$26,730.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON	ECO LOGIC, LLC
Philippa M. Guthrie, Corporation Counsel	Spencer Goehl, 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:

Eco Logic will provide maintenance services for the riparian/reforestation plantings, totaling 19.7 acres at Switchyard Park. Prior to and during the construction of the Park, Eco Logic has been working on invasive management since 2018. Various and numerous invasive species have been targeted and while initial control has been achieved, follow-up work will continue to be needed through the next few years. This contract covers maintenance through the 2021 growing season. Parcel map and a list of target species can be seen below.

In late fall of 2020, a total of 1,804 3-gallon and 2" caliper canopy and understory trees were installed. See tree list below. Two rounds of native seed mixes were installed during construction, as well. With the augmentation of native species, care will be taken to minimize off target damage.

Includes the following activities:

- 1) MAY-JUNE. Target cool season weeds, i.e. poison hemlock, garlic mustard, and other NNIS as needed. (All Parcels)
- 2) JULY-AUGUST. Target reed canary grass, and other NNIS as needed. (All Parcels)
- 3) Early OCTOBER. Target bush and Japanese honeysuckle, purple wintercreeper, and other NNIS as needed. (All Parcels)
- 4) ENTIRE SEASON Deer repellant application on 1,804 native trees planted in 2020. (All Parcels)

Invasives Control Maintenance Visits: \$ 22,980.00

Deer Repellant Applications: \$ 3,750.00

Total Proposal Price \$ 26,730.00

Target Invasive Plants - Switchyard Park 2021:

Scientific Name	Common Name	Scientific Name	Common Name
Alianthus altissima	Tree of Heaven	Lonicera mackii	Bush Honeysuckle
Celastrus orbiculatis	Oriental Bittersweet	Phalaris arundinacea	Reed Canary Grass
Clematis terniflora	Autumn Clematis	Phragmites australis	Common Reed
Conium maculatum	Poison Hemlock	Polygonum cuspidatum	Japanese Knotweed
Elaeagnus angustifolia	Autumn Olive	Pyrus calleryana	Bradford Pear
Euonymus fortunei	Purple Wintercreeper	Rosa multiflora	Multiflora Rose
Ligustrum vulgare	Common Privet	Sorghum halapense	Johnson Grass
Lonicera japonica	Japanese Honeysuckle	Ulmus pumila	Siberian Elm (Under 6"
			DBH

Switchyard Trees Previously Installed:

Scientific Name	Common Name	3-gal installed	Large trees installed
Amelanchier laevis	Allegheny Serviceberry	162	11
Asimina triloba	Paw Paw	155	
Carpinus caroliniana	American Hornbeam	146	10
Carya illioensis	Northern Pecan		11
Carya laciniosa	Shellbark Hickory	162	
Celtis occidentalis	Hackberry	137	4
Cercis canadensis	Redbud	120	5
Gymnocladus dioicus	Kentucky Coffeetree	146	10

Juglans nigra	Black Walnut	120	9
Nyssa sylvatica	Black Gum		13
Prunus americana	American Plum		9
Quercus macrocarpa	Bur Oak	194	13
Quercus rubra	Red Oak	166	
Quercus shumardii	Shumard Oak	<u>178</u>	<u>25</u>
		120	1684

Total installed: 1804

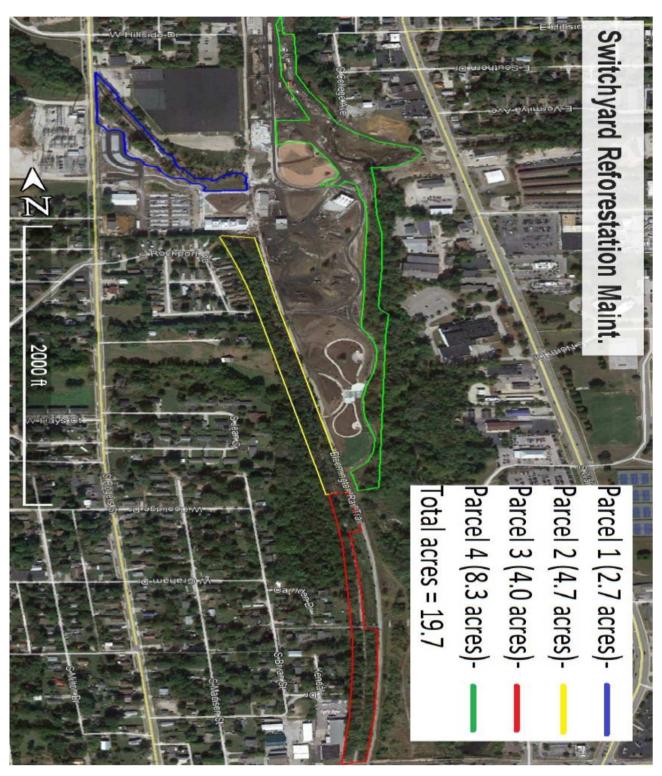


EXHIBIT B

"Project Schedule"

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.

TIMELINE-

- 1) MAY-JUNE. Target cool season weeds, i.e. poison hemlock, garlic mustard, and other NNIS as needed. (All Parcels)
- 2) JULY-AUGUST. Target reed canary grass, and other NNIS as needed. (All Parcels)
- 3) Early OCTOBER. Target bush and Japanese honeysuckle, wintercreeper, and other NNIS as needed. (All Parcels)
- 4) ENTIRE SEASON. Deer repellant application. (All Parcels)

EXHIBIT CE-VERIFY AFFIDAVIT

STATE	E OF INDIANA))SS:			
COUN	TY OF)			
		AF	FIDAVIT		
	The undersigned, being	duly sworn, hereby	affirms and says that	t:	
1.	The undersigned is the		of		
				(company name)	
3.	service	ntracted with or see s; OR ocontractor on a con y states that, to the ngly employ an "t states that, to the be	eking to contract with atract to provide service best of his/her knowl unauthorized alien,"	as defined at 8 United	nington. mpany named I States Code
Signatu Printed	ıre		_		
STATE	E OF INDIANA)			
COUN	TY OF)			
Before acknow	me, a Notary Public in a vledged the execution of	nd for said County a the foregoing this _		appeared	
rtotary	Tublic 3 Signature				
Drintad	Name of Notary Public		County of Residence:	:	_
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EXHIBIT D

AGREEMENT TO PROVIDE RESTORATION SERVICES

Proposal: Switchyard Park Riparian/Reforestation Maintenance 2021		
This agreement, made this day of	2020 by and batwoon.	
This agreement, made this day of	2020 by and between.	
Eco Logic LLC 8685 W. Vernal Pike Bloomington, IN 47404		
AND		
City of Bloomington Attn: Joanna Sparks 401 N. Morton Bloomington, IN 47404 Ph: 812 -349-3400 Email: sparkj@bloomington.in.gov		
IN WITNESS WHEREOF, this Agreement is	s executed as of the date set forth above.	
Eco Logic, LLC	Client	
Signed:	Signed:	
Printed Name:	Printed Name:	



AGREEMENT TO PROVIDE RESTORATION SERVICES

Proposal: Switchyard Park Riparian/Reforestation Maintenance 2021

February 17, 2021

Eco Logic proposes to provide maintenance services for the riparian/reforestation plantings, totaling 19.7 acres at Switchyard Park. Prior to and during the construction of the Park, Eco Logic has been working on invasive management since 2018. Various and numerous invasive species have been targeted and while initial control has been achieved, follow-up work will continue to be needed through the next few years. This proposal covers maintenance through the 2021 growing season. Parcel map and a list of target species can be seen below.

In late fall of 2020, a total of 1,804 3-gallon and 2" caliper canopy and understory trees were installed. See tree list below. Two rounds of native seed mixes were installed during construction, as well. With the augmentation of native species, care will be taken to minimize off target damage.

Includes the following activities:

1) MAY-JUNE.

Target cool season weeds, i.e. poison hemlock, garlic mustard, and other NNIS as needed. (All Parcels)

2) JULY-AUGUST.

Target reed canary grass, and other NNIS as needed. (All Parcels)

3) Early OCTOBER. (All Parcels)

Target bush and Japanese honeysuckle, wintercreeper, and other NNIS as needed.

4) Deer repellant application through the season. (All Parcels)

Invasives Control Maintenance Visits: \$22,980.00

Deer Repellant Applications: \$ 3,750.00

Total Proposal Price \$26,730.00

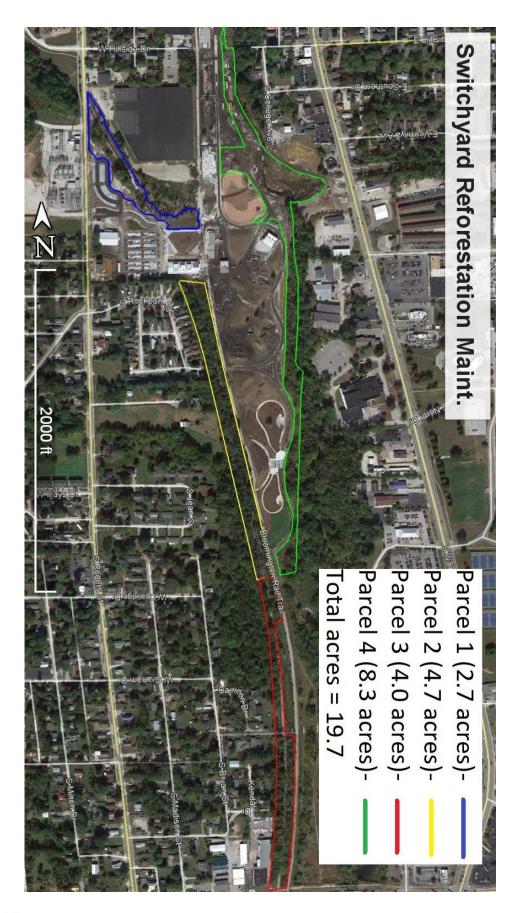


Target Invasive Plants - Switchyard Park 2021				
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Scientific Name	Common Name	Total 3-gal installed	Total Large trees installed
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Juglans nigra	Black Walnut	120	9
Nyssa sylvatica	Black Gum		13
Prunus americana	American Plum		9
Quercus macrocarpa Bur Oak		194	13
Quercus rubra	Red Oak	166	
Quercus shumardii	Shumard Oak	178	25
	<u> </u>	1684	120
		-	1804







ECO LOGIC STANDARD TERMS & CONDITIONS FOR PROVISION OF GOODS & SERVICES

- 1. **Applicability**. These terms and conditions of sale ("Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") (collectively, the "Work") by Eco Logic, LLC ("Eco Logic") to the buyer named on the proposal, quotation or agreement form referencing these Terms ("Client"), unless otherwise agreed in writing by both parties.
- a. The accompanying proposal, quotation or agreement form from Eco Logic attached to or referencing these Terms ("Proposal"), and including any statements or work, material or price lists attached to the Proposal, and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Client's general terms and conditions of purchase regardless of whether or when Client has submitted its purchase order or terms. Fulfillment of Client's order does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.
- b. This Agreement may only be modified or amended upon the mutual Agreement of both parties in writing.

2. Performance of the Work.

- a. If any Goods are to be delivered as part of the Work, the Goods will be delivered within a reasonable time after the receipt of Client's purchase order, unless otherwise stated on the Proposal.
- b. Unless otherwise agreed in writing by the parties, Eco Logic shall deliver (or shall cause to be delivered) the Goods to Client's location or site, as set forth on the Proposal, (the "Delivery Site") using Eco Logic's standard methods for packaging and shipping such Goods.
- c. Eco Logic may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Client. Each shipment will constitute a separate sale, and Client shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Client's purchase order.
- d. If for any reason Client fails to accept delivery of any of the Goods on Eco Logic's notice that the Goods have been delivered at the Delivery Site, or if Eco Logic is unable to deliver the Goods at the Delivery Site on such date because Client has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Client; (ii) the Goods shall be deemed to have been delivered; and (iii) Eco Logic, at its option, may store or otherwise secure the Goods until Client picks them up or until delivery at the Delivery Site may be made, whereupon Client shall be liable for all related costs and expenses (including,

limitation, storage and insurance).

- e. Eco Logic shall use reasonable efforts to meet any performance dates to render the Services specified in the Proposal.
- f. With respect to the Services, Client shall (i) cooperate with Eco Logic in all matters relating to the Services and provide such access to Client's premises as may reasonably be requested by Eco Logic, for the purposes of performing the Services; (ii) respond promptly to any Eco Logic request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Eco Logic to perform Services in accordance with the requirements of this Agreement; (iii) provide accurate information as Eco Logic may reasonably request to carry out the Services in a timely manner; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Non-Delivery.

- a. The quantity of any installment of Goods as recorded by Eco Logic on dispatch from Eco Logic's place of business is conclusive evidence of the quantity received by Client on delivery unless Client can provide conclusive evidence proving the contrary.
- b. Eco Logic shall not be liable for any non-delivery of Goods unless Client gives written notice to Eco Logic of the non-delivery within 48 hours of the date when the Goods would in the ordinary course of events have been received.
- c. Any liability of Eco Logic for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.
- d. Client acknowledges and agrees that the remedies set forth in this Section are Client's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Client are made on a one-way basis and Client has no right to return Goods purchased under this Agreement to Eco Logic.
- 4. **Quantity**. If Eco Logic delivers to Client a quantity of Goods of up to 1% more or less than the quantity set forth in the Proposal, Client shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Proposal adjusted pro rata.
- 5. **Shipping Terms.** Eco Logic shall make delivery in accordance with the terms on the face of the Proposal.
- 6. **Title and Risk of Loss.** Title and risk of loss passes to Client upon delivery of the Goods at the Delivery Site,

unless otherwise stated on the Proposal.

7. Inspection and Rejection of Nonconforming Goods.

Client shall inspect the Goods within 48 hours of receipt ("Inspection Period"). Client will be deemed to have accepted the Goods unless it notifies Eco Logic in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Eco Logic. "Nonconforming Goods" means the product shipped is different than identified in Agreement. If Client timely notifies Eco Logic of any Nonconforming Goods, Eco Logic shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Client in connection with the Nonconforming Goods. Client acknowledges and agrees that the remedies set forth in this Section are Client's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Client are made on a one-way basis and Client has no right to return Goods purchased under this Agreement to Eco Logic.

8. Price.

Proposal.

- a. Client shall purchase the Work from Eco Logic at the price(s) (the "Price") set forth in the accepted Proposal.b. Travel shall be reimbursed at the rate stated on the
- c. The Price does not include any sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Client. Unless Client is a public entity under applicable law or provides Eco Logic with a valid certificate of tax exemption, Client shall be responsible for all such charges, costs and taxes, except for those taxes imposed on, or with respect to, Eco Logic's income, revenues, gross receipts, personnel or real or personal property or other assets.

9. Payment Terms.

- a. Client shall pay all invoiced amounts due to Eco Logic as indicated on the Proposal.
- b. Late payments shall accrue interest at the rate of 1.5% per month, calculated daily and compounded monthly. Any amounts not paid within ninety (90) days after becoming due may be transferred to a collection agency. Client is liable for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms or at law, Eco Logic is entitled to suspend performance of the Work if Client fails to pay any amounts when due and such failure continues for 30 days after Eco Logic notifies Client that payment is due.

c. Unless otherwise agreed in writing, Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Eco Logic.

10. Limited Warranty.

- a. Eco Logic warrants to Client that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- b. EXCEPT FOR THE WARRANTIES SET FORTH SPECIFICALLY ON THE PROPOSAL OR THESE TERMS, ECO LOGIC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR WARRANTY (d) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- c. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the Work. ECO LOGIC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- d. Eco Logic shall not be liable for a breach of the warranties unless: (i) Client gives written notice of the defective Work, reasonably described, to Eco Logic within 30 days of the time when Client discovers or ought to have discovered the defect; (ii) if applicable, Eco Logic is given a reasonable opportunity after receiving the notice of alleged breach of the warranty to examine such Goods; and (iii) Eco Logic reasonably verifies Client's claim that the Goods or Services are defective.
- e. Eco Logic shall not be liable for a breach of the warranty for any Goods if: (i) Client makes any further use of such Goods after giving such notice; (ii) the defect arises because Client failed to follow Eco Logic's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Client alters or

repairs such Goods without the prior written consent of Eco Logic.

- f. With respect to any such Goods subject to a claim, Eco Logic shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Eco Logic so requests, Client shall, at Eco Logic's expense, return such Goods to Eco Logic.
- g. With respect to any Services subject to a claim, Eco Logic shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.
- h. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ECO LOGIC'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THE PROPOSAL OR TERMS.

11. Limitation of Liability.

- a. IN NO EVENT SHALL ECO LOGIC BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL ECO LOGIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ECO LOGIC FOR THE WORK.
- b. The limitation of liability set forth in this Section shall not apply to (i) liability resulting from Eco Logic's negligence or willful misconduct and (ii) death or bodily injury resulting from Eco Logic's acts or omissions.
- 12. Compliance with Law. Both parties shall comply with all applicable laws, regulations and ordinances. Both parties shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
- 13. **Termination**. In addition to any remedies that may be provided under these Terms, Eco Logic may terminate this Agreement with immediate effect upon written notice to Client, if Client: (a) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Client's receipt of written notice of nonpayment; (b) has not otherwise materially performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy,

receivership, reorganization or assignment for the benefit of

- 14. Waiver. No waiver by Eco Logic of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Eco Logic. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 15. Force Majeure. Neither party shall be liable to the other or be deemed in default, for any failure or delay in performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond their reasonable control including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, terrorist threats or acts, riot, or national emergency.
- 16. **Assignment**. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Eco Logic. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.
- 17. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Indiana, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- 18. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 19. **Survival**. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the provisions: Compliance with Laws, Governing Law; Jurisdiction and Survival.



STAFF REPORT

Agenda Item: B-17 Date: 3/18/2021

Administrator Review\Approval

TO: Board of Park Commissioners

FROM: John Turnbull, Division Director Sports

DATE: March 10, 2021

SUBJECT: PARTNERSHIP AGREEMENT WITH BLOOMINGTON HIGH SCHOOL

NORTH AND EDGEWOOD HIGH SCHOOL FOR GOLF TEAM USAGE AT

CASCADES GOLF COURSE

Recommendation

Staff recommends approval of this partnership with the High Schools.

Background

Bloomington High School North and Edgewood High School girls' and boys' golf teams have used Cascades Golf Course for many years and most recently based on a MOU from 2012. This updates the stipulations of use and the costs associated with that usage. The differences from the old agreement to this one are as follow:

- 2012 Partnership Agreement schools had to purchase Junior season passes for each player that could be transferred from fall to spring;
 - 2021 Partnership Agreement each girl player is charged \$75 for their season and boys \$100 for their season (2021 season passes are \$220/in city and \$250/out of city
- 2012 Partnership Agreement two large green baskets of range balls (retail value of \$50) were provided free of charge on practice days;
 - 2021 Partnership Agreement there is a \$10 charge for green baskets when requested

All other elements of usage remain the same in the 2021 partnership agreement

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

This Agreement is made and entered into this 23rd day of March, 2021, by and between the City of Bloomington Parks and Recreation Department ("BPRD") and Bloomington High School North and Edgewood High School ("High Schools").

WHEREAS, BPRD and the High Schools desire to cooperate in the provision of competitive team golf programs for the students; and

WHEREAS, the High Schools are qualified to perform such services; and

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a partnership, which will provide access for High Schools' golf teams at Cascades Golf Course for practices and team competitions.

2.0 **Duration of Agreement:**

This Agreement is in effect from the date of signing until terms of a new partnership would be necessary, unless terminated earlier as provided under Article 7.0. 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 High Schools of any such termination and the reasons therefore in writing.

3.0 Bloomington Parks & Recreation:

- 3.1 The goal of BPRD is to provide an opportunity to the Bloomington High School North and Edgewood High School to participate in competitive team golf at discounted rates from the general public rates.
- 3.2 For the High School teams during the designated competitive season; BPRD agrees to:
 - 1. Provide approximately 5 tee times for the first 10 days of team try-outs at no charge.

- 2. Provide the teams necessary and reasonable amount of tee times after the 10 day try-out period.
- 3. Provide large green baskets of range golf balls at a discounted rate of \$10 per basket.
- 4. Charge the following discounted rate for each player during the designated season: a) Girls' season \$75 per player
 - b) Boys' season \$100 per player
- 5. Allow the players access to the course during the designated season and during non-team practice at no extra charge.
- 6. Provide the course for 18 hole sectional/conference/invitational meets for the discounted \$20 outing fee for players that are not on the Bloomington North High School and Edgewood High School teams. These events include the use of the range and must be scheduled on an agreed upon day and time.

4.0 High Schools:

- 4.1 The goals of the High Schools are to offer competitive golf teams for students to learn golf skills and participate in competitions.
- 4.2 The High Schools agree to:
 - 1. Schedule tee times in advance for play on the course.
 - 2. Occupy no more than 4 hitting stations on the driving range during practice times.
 - 3. Not excessively practice on any one hole of the Quarry, Pine, or Ridge golf holes.

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 the High Schools 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. Communication of the terms of this agreement will be exclusively between the appropriate parties. That is, BPRD's Division Director of Sports and the High Schools Principal or Athletic Director.
- 5.3 The High Schools shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.
- 5.4 The High Schools are recognized as having the expertise and experience to run the competitive program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- 5.5 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), the High Schools 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.

- 5.6 The parties will evaluate this Agreement and the services provided at any time they deem it necessary.
- 5.7 The High Schools shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of the High Schools activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against the High Schools, 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:

Bloomington High School North Athletics

Andy Hodson, Athletic Director 390 North Kinser Pike Bloomington, IN 47404 (812) 330-7831

Edgewood High School Athletics

Mick Hammett 601 Edgewood Drive Ellettsville, IN 47429 812-876-2277

BPRD

John Turnbull 401 N. Morton Bloomington, IN 47404 (812) 349-3712

7.0 Termination

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

Signed and Agreed to this day of	, 2021.		
Bloomington North High School:			
Andy Hodson, Athletic Director		Date	
Edgewood High School			
Mick Hammit, Athletic Director			Date

Paula McDevitt, Administrator, BPRD Kathleen Mills, President Board of Park Commissioners Philippa M. Guthrie, Corporate Counsel Date

CITY OF BLOOMINGTON:



STAFF REPORT

Agenda Item: B-18 Date: 3/18/2021

Administrator Review\Approval

TO: Board of Park Commissioners

FROM: John Turnbull, Division Director Sports

DATE: March 9, 2021

SUBJECT: CONTRACT WITH TENNIS TECHNOLOGY INC. FOR RCA PARK

TENNIS/PICKLEBALL COURT RESURFACING

Recommendation

Staff recommends approval of a contract with Tennis Technology Inc. Total cost of the project not to exceed \$27,440. Funding is through TIF.

Background

Informal quotes were solicited to repair cracks at RCA Park tennis/pickleball courts and to repair a birdbath at court #5 at Bryan Park. Three quotes were received; Leslie Coatings, Inc. at \$50,545, A.G. Sports Surfaces, LLC at \$29,201, and Tennis Technology Inc. at \$27,440. In further discussions with Tennis Technology, we accepted the add/alternate of additional crack repair and Bryan Park birdbath. We have done past projects with Tennis Technology and have been very satisfied with their work.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports



STAFF REPORT

Agenda Item: B-19 Date: 3/18/2021

Administrator Review\Approval

TO: Board of Park Commissioners

FROM: Dee Tuttle, Sports Facility/Program Manager

DATE: March 23, 2021

SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH THE

BLOOMINGTON JUNIOR LEAGUE BASEBALL ASSOCIATION

Recommendation

Staff recommends approval of this agreement. Projected revenue is approximately \$35,000.

Background

The Bloomington Junior League Baseball Association provides youth baseball for children ages 5-12. This program serves over 400 players. Practices and games are conducted at the Winslow Sports Complex and practice only at Bryan Park fields #1 and #2 Monday through Saturday beginning in June and ending in October. BJLBA offers a regular season and a fall season.

RESPECTFULLY SUBMITTED,

Dee Tuttle

Sports Facility/Programs Manager

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COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this 23rd day of March, 2021, by and between the Bloomington Parks and Recreation Department ("Parks") and Bloomington Junior Baseball League ("BJLBA"), WITNESSETH:

WHEREAS, both Parks and BJLBA wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and BJLBA is in the public interest; and

WHEREAS, there is an apparent need for a recreational youth baseball program, and Parks and BJLBA desire to cooperate in the provision of a youth baseball program for the general public; and

WHEREAS, BJLBA is capable to perform such services, and has a history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

WHEREAS, Parks is authorized to plan and develop partnerships and contractual arrangements with other community organizations to ensure delivery of services; and

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

- 1. **Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth baseball program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.
- **2. Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 1, 2021, unless terminated earlier as provided herein.
- **3. Duties of Parks.** Parks agrees to:
 - a. Allow BJLBA access to Winslow Baseball Fields in priority category #3 based on the order established by the Board of Park Commissioners:
 - 1. Parks programs
 - 2. Monroe County Community Schools Corporation programs
 - 3. Partnership programs
 - 4. Independent programs
 - b. Allow BJLBA access to Winslow Baseball Fields specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:

Practice (excludes field lining) \$16.00 per hour

Practice with lights (excludes field lining) \$20.00 per hour

Weeknight Competition (includes field lining) \$23.00 per hour

Weekend Competition (includes field lining) \$25.00 per hour

With on-site maintenance \$30.00 per hour

All day per field \$165.00

c. Allow BJLBA access to practice ball fields at Bryan Park fields 1 and 2 based on availability and at varying rates depending on published prices of those facilities.

Practice (excludes field maintenance and lining) \$10.00 per hour Competition (includes minor field maintenance and field lining) \$12.00 per hour

- d. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- e. Provide sport field and parking lot lighting including the cost of maintenance and operation of lighting systems for ball fields, parking lots and buildings.
- f. Provide turf management including seeding, fertilizing, aerifying, weed control, and mowing. BJLBA is not permitted to provide field maintenance of any type including dragging infields and raking base paths.
- g. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BJLBA is not comfortable with resuming play after an all clear is given from a Parks representative, BJLBA may decide to cancel play and that will be communicated on the hotline.
- i. Provide four hitting tunnels. Each tunnel will be divided and consist of two pitching/hitting stations. Parks will be responsible for the demo of the existing batting cages and returning the area into usable green space.
- j. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex. No Parks supervisor will be on-site at Bryan Park. BJLBA is encouraged to provide a Standard 1st aid and CPR certified supervisor at this facility which is open to the public.
- k.. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
- Provide the services of the Sports Facility/Programs Manager as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- m. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
- **4. Goals and Duties of BJLBA.** The goals of BJLBA are to offer a recreational youth baseball program for the community at large, introduce and publicize BJLBA to the public, and provide programming for children of BJLBA. BJLBA hereby agrees to:

- a. Maintain close contact with the Sports Facility/Programs Manager and appoint this person as Parks liaison to BJLBA's policy making board.
- b. Will consider and discuss with BPRD the wear and tear from BJLBA use in regards the depreciation of tunnel netting
- c. Agree to have each head coach obtain the Babe Ruth Coaching Education program requirements. This is a lifetime certification. BJLBA also agrees to have all adults involved with the program submit to a local and state criminal history check.
- d. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)
- e. List the Parks and Recreation Department on all publicity and promotional materials developed by BJLBA as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to the Parks and Recreation Department's Sports Facility/Programs Manager for approval prior to distribution to the public.
- f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
- g. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BJLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
- h. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with certificate of insurance prior to May 1, 2021.
- **5. Behavior.** 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.
- **6. Parks Review of BJLBA Program.** BJLBA is recognized as having the ability to conduct the youth baseball program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues.
- 7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
- 8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Notice and Agreement Represent	tatives
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Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

BJLBA President Mark Wynalda (812)381-5971 Bloomington Parks and Recreation Dee Tuttle P.O. Box 848 Bloomington, IN 47402 (812) 349-3762

Agreement representatives for the day to day operations and implementation of this agreement shall be:

Mark Wynalda (812)381-5971

DIIDA

Dee Tuttle Sports Facility/Programs Manager (812) 349-3762

- **10. Termination**. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.
 - a. 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 therefore in writing.
- 11. Insurance and Indemnity. BJLBA shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and BJLBA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. BJLBA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

PLOOMINGTON DADES AND DECDEATION

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

DJLDA	DECOMINGTON TAKES AND RECREATION
By:	By:
Mark Wynalda, President	Paula McDevitt, Acting Director
	Bloomington Parks and Recreation

Kathleen Mills, President Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel City of Bloomington



STAFF REPORT

Agenda Item: B-20 Date: 3/18/2021

Administrator Review\Approval

TO: Board of Park Commissioners

FROM: Dee Tuttle, Sports Facility/Program Manager

DATE: March 23, 2021

SUBJECT: REVIEW/APPROVAL OF WINSLOW SPORTS COMPLEX NORTH

CONCESSIONS AGREEMENT

Recommendation

Staff recommends approval of this agreement.

Background

The Bloomington Junior League Baseball Association wishes to operate the Winslow North concessions building owned by The City of Bloomington Parks and Recreation Department. BJLBA uses profits generated from sales to offset program costs and other related expenditures.

RESPECTFULLY SUBMITTED,

Dee Tuttle

Sports Facility/Programs Manager

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AGREEMENT FOR FOOD AND BEVERAGE CONCESSION WINSLOW SPORTS COMPLEX - NORTH SIDE

This Agreement, entered into this 23rd day of March, 2021, by and between the City of Bloomington Parks and Recreation Department through its Board of Parks Commissioners (hereinafter, "Parks") and Bloomington Junior League Baseball Association (hereinafter, "Concessionaire"),

WITNESSETH:

WHEREAS, Parks owns and operates Winslow Sports Complex (the "Complex") at 2301 South Highland Street, Bloomington, Indiana; and

WHEREAS, the north side of the Complex contains space and equipment for a food and beverage concession with ice machine; and

WHEREAS, Concessionaire wishes to operate this concession; and

WHEREAS, Concessionaire has a history of operating an inclusive program that serves the needs of the Bloomington community; and

WHEREAS, Concessionaire has a good record of cooperation with Parks.

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 June 1, 2021 and end on October 1, 2021.

B. CONCESSIONAIRE'S RESPONSIBILITIES

1. Concession Fee

Concessionaire shall pay Parks a concession fee of Three Thousand Five Hundred Dollars (\$3,500). Such fee shall be paid in two installments of One Thousand Seven Hundred Fifty Dollars (\$1,750) on or before July 1, 2021, and September 1, 2021.

2. Concession Menu and Pricing

- **a.** Concessionaire shall furnish Parks a listing of the complete menu and prices of items to be sold at the north side concession location by May 1, 2021. Such menu and pricing is subject to the approval of the Parks Administrator.
- **b.** Soda and Sport drink vending machines are permitted at current level except at such times as Parks may designate, when their availability would conflict with other Parks commitments. Parks will inform Concessionaire of any times beyond those listed in Section C.1. herein when the vending machines must be made inoperable by Concessionaire for the duration of such events.

3. Maintenance of Concession Area

Concessionaire shall keep the serving facility and storage areas, and floors thereof, clean at all times and in such condition that it will pass all public health inspections. Concessionaire shall maintain this area in compliance with all relevant Parks rules and regulations. Bagged and loose trash shall not be placed at

ground level or in the immediate area of doorways. It shall instead be placed in or on top of trash receptacles.

4. Equipment Upkeep

- **a.** Concessionaire and its employees shall use reasonable care in the operation of the concession equipment provided by Parks, and shall not subject such equipment to abuse or unreasonable wear and tear. Concessionaire shall promptly notify Parks of any damage to, or malfunction of, the equipment. Concessionaire shall not make any improvements or repairs to the facility without approval from Parks.
- **b.** Concessionaire will operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state, and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

5. Insurance

Concessionaire shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured. Concessionaire shall also maintain Workers' Compensation Insurance as required by Indiana Code 22-3-2 et seq. Concessionaire shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. Concessionaire and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

6. Employees

- **a.** Concessionaire shall employ all personnel necessary for the operation of the food and beverage concession, and shall pay all necessary wages and payroll tax for such employees. Concession attendants must be a minimum of sixteen (16) years of age. Concessionaire shall designate supervisors. Designation of supervisors is subject to the approval of the Parks Administrator.
- **b.** All attendants and supervisors must secure any necessary documents and examinations required by any and all public health agencies. Concessionaire must verify that these necessary documents and examinations have been secured.
- **c.** Concessionaire shall take and successfully complete any trainings and certifications as required by the Monroe County Health Department. Concessionaire shall provide proof of successful completion to Parks by May 1, 2021.

7. Recordkeeping

- a. Concessionaire shall designate a treasurer who will keep and maintain books, records and accounts accurately reflecting the expenditure and revenues of the concession. These documents shall be open to inspection at all reasonable times by authorized agents of Parks or the City of Bloomington Controller's Office, such authorization to be given by the Parks Administrator.
- **b.** Concessionaire shall provide Parks with an annual statement of all financial records pertaining to operation of the concession facilities during the 2021 season.

8. Safety

- **a.** Concessionaire shall be responsible for implementing reasonable safety measures at the concession, and shall ensure that concession attendants are familiar with and comply with such measures.
- **b.** The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
- **c.** Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization

who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Rules and Regulations

Concessionaire shall abide by all rules and regulations of Parks now in effect, and any rules and regulations which are passed during the term of this Agreement. Concessionaire shall also comply with all local, state and federal laws, including health codes, regarding the operation of the concession and the employment of all personnel.

C. RESPONSIBILITIES OF PARKS

1. Use of Property

- **a.** Parks shall grant permission for Concessionaire to use a designated area at the north side of the Complex for the operation of the food and beverage concession. Game night access will be one hour before game times.
- **b.** During the term of this agreement, any non-Concessionaire concessions operations must be approved by Parks.

2. <u>Use of Equipment</u>

Parks shall grant permission to Concessionaire to operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

3. Electricity

Parks shall provide all necessary electricity for operation of the concession.

4. Maintenance

- **a.** Parks shall perform all general maintenance of the Complex and its facilities. This shall not relieve Concessionaire of the responsibility to maintain the concession area, as outlined in Article B, Section 3.
- **b.** Upon notification by the Concessionaire, Parks shall repair or replace defective equipment owned by Parks within a reasonable period of time. The decision whether to repair or replace equipment shall be at Parks' discretion. In the event that equipment has been damaged due to Concessionaire's negligence, Parks may elect not to repair or replace such equipment.
- **c.** The ice machine located in the concession is aged. Parks will not purchase a replacement machine or make repairs outside of initial start-up. Concessionaire may elect to repair or replace the unit at Concessionaire's expense.
- **d.** Upon notification by Concessionaire, Parks shall repair or rectify, within a reasonable period of time, any defects at the Complex which create health concerns for the concession. Such defects may include, but not be limited to, plumbing malfunctions, leakage, or infestation.
- **e.** Parks shall not be responsible for food spoilage or other loss resulting from electrical outage or equipment failure, or from other emergency or act of God.

5. Inspections

Parks shall make unscheduled inspections of the concession facility to ensure that facilities and equipment are properly operated and maintained, and that operation is in compliance with the terms of this Agreement. Parks shall request inspections as necessary by the Monroe County Health Department.

6. Invoices

Parks shall invoice Concessionaire for each payment at least thirty (30) days in advance of the due date.

7. Rules and Regulations

Parks shall furnish Concessionaire with a list of the Parks rules and regulations now in effect, and shall inform Concessionaire of any changes or additions to the rules in a timely manner.

D. RELEASE, HOLD HARMLESS, AND INDEMNIFICATION

Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise as a result of the condition of the concession area, or the operation of the concession, including claims for personal injury, property damage, or any other type of claim which might be brought by Concessionaire or by any third party, even if caused by negligence of the releasees.

Concessionaire agrees to assume financial responsibility for the repair or replacement of any concession equipment which is damaged through the negligence of Concessionaire or its employees. The decision to repair or replace damaged equipment shall be at the election of Parks.

E. ASSIGNMENT OF AGREEMENT

Concessionaire shall not assign or sub-contract this Agreement or any of its terms except through prior approval of the Parks Administrator.

F. CHANGE TO AREA: ADVERTISEMENT

Concessionaire shall not:

- 1. Change the existing layout of the concession area or its equipment; or
- 2. Post any advertisements in the concession area without prior written approval of the Parks Administrator.

G. BREACH OF AGREEMENT

1. Notice and Time to Cure

In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have twenty (20) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within twenty days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

2. Electricity; Assumption of Operations

If Concessionaire is the breaching party, upon notice of breach and failure to cure, in addition to any other penalty or remedy to which it is entitled, Parks may shut off electricity to the concession area. Alternatively, Parks may take exclusive possession of its concession equipment and the concession area, and may assume or assign operation of the concession.

3. Liquidated Damages for Late Payment

Concessionaire acknowledges that the damages resulting to Parks as a result of late payment of the concession fee would be difficult to ascertain, and that liquidated damages as provided herein are reasonable. If Concessionaire is more than twenty (20) days late in making any scheduled payment to Parks under this Agreement, Parks may assess liquidated damages for late payment of \$100.00 for every month or part thereof that payment is in arrears. Parks shall not be required to comply with the notice and time to cure provisions of Section 1 of this Article in order to assess these liquidated damages.

In the event that late payments are received, Parks shall apply the payments in the following manner: First, to any arrearages; second, to any outstanding liquidated damages; and finally, to any payments presently due.

H. TERMINATION

1. Early Termination

- **a. Termination by mutual agreement:** The parties may terminate this Agreement prior to October 1, 2021 by mutual written agreement. In the event that such mutual agreement occurs, the termination shall be governed by the provisions of Section 3, below, unless the parties agree otherwise in writing.
- **b.** Unilateral termination: In the event that a non-breaching party elects to unilaterally terminate the Agreement under the provisions of Article G, Section 1, any unpaid portion of the concession fee shall become immediately due and owing, and the monthly liquidated damages described in Article G, Section 3 shall be regularly assessed until the annual fee is paid in full. Additionally, Concessionaire shall bear all costs and expenses related to collection of the fee and any liquidated damages, including, but not limited to, reasonable attorney fees.

2. Scheduled Termination

Unless the parties agree to extend the Agreement as set forth in Section 4, below, this Agreement shall automatically terminate on October 1, 2021.

3. <u>Disposition of Facilities Upon Termination</u>

Upon early or scheduled termination, Concessionaire shall vacate the Center concession within three business days. The concession area and all equipment provided by Parks shall be left clean and in good working order. Concessionaire shall remove any and all food and/or supplies and equipment from the concession area other than those items which are the property of Parks.

4. Extension of Agreement

Prior to the scheduled termination of this Agreement, the parties may agree in writing to extend the term of the Agreement for an additional specified period. Concessionaire shall notify Parks of its desire to extend the Agreement on or before October 1, 2021. In the event that the Agreement is extended, Parks may charge a reasonable additional concession fee.

5. COVID-19 Pandemic

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 Concessionaire of any such termination and the reasons therefore in writing.

I. 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 the expense of such litigation, including, but not limited to, court costs and reasonable attorney's fees.

2. 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.

3. Notices

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

Parks: Parks and Recreation Department

City of Bloomington P.O. Box 100

Bloomington, IN 47402 ATTN: Dee Tuttle

Concessionaire:	
	ed by the laws of the State of Indiana. Venue of any disputes arising the Monroe Circuit Court, Monroe County, Indiana.
IN WITNESS WHEREOF, the parties have	ve signed this Agreement on the date first set forth.
CONCESSIONAIRE	CITY OF BLOOMINGTON
Name	Kathleen Mills, President Board of Park Commissioners
Signature	Paula McDevitt, Park Administrator
	Philippa M Guthrie, Corporation Counsel City of Bloomington



STAFF REPORT

Agenda Item: B-21 Date: 3/18/2021

Administrator Review\Approval

Board of Park Commissioners

FROM: Dee Tuttle, Sports Facility/Program Manager

DATE: March 23, 2021

SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH THE

MONROE COUNTY SENIOR LEAGUE BASEBALL ASSOCIATION

Recommendation

TO:

Staff recommends approval of this agreement to provide a youth baseball program at Winslow Sports Complex. Projected revenue is approximately \$4,000.

Background

The Monroe County Senior League Baseball Association provides youth baseball for kids ages 13-19. This program serves over 70 players. Practices and games are conducted at the Winslow Sports Complex Monday through Thursday from May until July. Projected revenue is approximately \$4,000.

RESPECTFULLY SUBMITTED,

whi with a

Dee Tuttle

Sports Facility/Programs Manager



COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this 23rd day of March, 2021, by and between the Bloomington Parks and Recreation Department ("Parks") and Monroe County Senior League Baseball Association ("MCSLBA"), WITNESSETH:

WHEREAS, both Parks and MCSLBA wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and MCSLBA is in the public interest; and

WHEREAS, there is an apparent need for a youth baseball program, and Parks and MCSLBA desire to cooperate in the provision of a youth baseball program for the general public; and

WHEREAS, MCSLBA is capable to perform such services, and has a proven history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

WHEREAS, Parks is authorized to plan and develop partnerships and contractual arrangements with other community organizations to ensure delivery of services; and

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

- 1. **Purpose of Agreement.** This agreement outlines a program partnership which will combine available resources from each party to allow the Bloomington community to participate in an affordable, effective and diverse youth baseball program designed to introduce beginners to the sport as well as provide for skill advancement.
- 2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 1, 2021, unless terminated earlier as provided herein.
- 3. **Duties of Parks.** Parks agrees to:
 - a. Allow MCSLBA's user group access to Winslow Baseball Field #6 in priority category #3 based on the order established by the Board of Park Commissioners:
 - 1. Parks programs
 - 2. Monroe County Community Schools Corporation programs
 - 3. Partnership programs
 - 4. Independent programs
 - b. Allow MCSLBA access to Winslow Baseball Field #6 specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:

Practice (excludes field lining) \$16.00 per hour

Practice with lights (excludes field lining) \$20.00 per hour

Weeknight Competition (includes field lining) \$23.00 per hour

Weekend Competition (includes field lining) \$25.00 per hour

With on-site maintenance \$30.00 per hours

All day per field \$165.00

Bryan Park Field #1 and #2:

Practice (excludes field lining) \$10.00 per hour Competition (includes field lining) \$12.00 per hour

- c. Allow MCSLBA access to practice on Winslow Field #6 based on availability and at varying rates depending on published prices of this facility.
- d. Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- e. Provide sport field lighting on field 6 and parking lot lighting, including the cost of maintenance and operation of lighting systems for field 6, parking lots and buildings.
- f. Provide turf management, including seeding, fertilizing, aerifying, weed control, and mowing. MCSLBA is not permitted to provide field maintenance of any type, including dragging the infield and raking base paths.
- g. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that MCSLBA is not comfortable with resuming play after an all clear is given from a Parks representative, MCSLBA may decide to cancel play and that will be communicated on the hotline.
- i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
- j. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
- k. Provide the services of the Sports Facility/Program Manager as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- 1. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
- 4. **Goals and Duties of MCSLBA.** The goals of MCSLBA are to offer a youth baseball program for the community at large, introduce and publicize MCSLBA to the public, and provide programming for children of MCSLBA. MCSLBA hereby agrees to:
 - a. Maintain close contact with the Sports Facility/Programs Manager and appoint this person as Parks liaison to the user group's policymaking board.
 - b. Agree to have each head coach obtain the MCSLBA Coaching Education program requirement. This must be done the coach's first year as head coach in the program and is valid for a period of

three years. Coaches returning for a fourth or more year(s) must obtain current certification. Agree to have all adults involved with the program submit to a local and state criminal history check.

- c. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, Payment must be made by the due date and in a timely manner.)
- d. List the Parks and Recreation Department on all publicity and promotional materials developed by user group as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to the Parks and Recreation Department's Sports Facility/Program Manager for approval prior to distribution to the public.
- e. Any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues will be referred to Parks and Recreation on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
- f. Obtain legally binding liability waivers from all participants, which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that MCSLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
- g. Name the City of Bloomington as additional insured on its general liability policies and provide Parks with certificate of insurance prior to May 1, 2021.
- 5. **Behavior.** 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.
- 6. **Parks Review of MCSLBA Program.** MCSLBA is recognized as having the ability to conduct the youth baseball program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior, and service quality issues.
- 7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
- 8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Notice and Agreement Representatives.

Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

MCSLBA President Kyle McAninch Bloomington Parks and Recreation Dee Tuttle

2128 E. Meadowbluff Ct. Bloomington, IN 47401 (812) 322-4005 P.O. Box 848 Bloomington, IN 47402 (812) 349-3762

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

Kyle McAninch Dee Tuttle

President Sports Facility/Programs Manager

(812) 322-4005 (812) 349-3762

- 10. **Termination**. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to cure the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.
 - a. 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 therefore in writing.
- 11. **Insurance and Indemnity.** MCSLBA shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and MCSLBA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. MCSLBA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

MCSLBA	BLOOMINGTON PARKS AND RECREATION
By:	By:
Kyle McAninch, President	Paula McDevitt, Administrator
	Kathleen Mills, President
	Board of Park Commissioners
	Philippa M. Guthrie, Corporation Counsel
	City of Bloomington



STAFF REPORT

Agenda Item: C-22 Date: 3/18/2021

Administrator Review\Approval

TO: Board of Park Commissioners

FROM: Dee Tuttle, Sports Facility/Program Manager

DATE: March 23, 2021

SUBJECT: APPROVAL OF PARTNERSHIP AGREEMENT WITH THE BLOOMINGTON

FOOTBALL CLUB

Recommendation

Staff recommends approval of this agreement. Estimate invoicing total to be \$12,000 hourly field rentals in 2021. Invoicing will occur after each session (Spring, Summer, Fall).

Background

The Bloomington Football Club provides an affordable and effective youth soccer program, designed to introduce beginner participants to the sport as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement. BFC provides soccer to over 60 youth participants at Winslow Sports Complex. The program will begin in March, 4-5 days a week, and conclude in November.

RESPECTFULLY SUBMITTED,

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Dee Tuttle, Sports Facility/Program Manager



COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this 23rd day of March, 2021, by and between the Bloomington Parks and Recreation Department ("Parks") and Bloomington Football Club ("BFC"), WITNESSETH:

WHEREAS, both Parks and BFC wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and BFC is in the public interest; and

WHEREAS, there is an apparent need for a recreational youth soccer program, and Parks and BFC desire to cooperate in the provision of a youth soccer program for the general public; and

WHEREAS, BFC is capable to perform such services, and has a history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

WHEREAS, Parks is authorized to plan and develop partnerships and contractual arrangements with other community organizations to ensure delivery of services; and

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

- 1. **Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth soccer program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.
- **2. Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until November 1, 2021, unless terminated earlier as provided herein.
- **3. Duties of Parks.** Parks agrees to:

- a. Allow BFC access to Winslow Field 5 on a first priority basis.
- b. Allow BFC access to Winslow Baseball Field 5 specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:

Practice/Games (excludes field lining) \$16.00 per hour Practice/Games with lights (excludes field lining) \$20.00 per hour

- c. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- d. Provide sport field and parking lot lighting including the cost of maintenance and operation of lighting systems for field 5, parking lots and buildings.
- e. Provide turf management including seeding, fertilizing, aerifying, weed control, and mowing.
- f. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- g. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BFC is not comfortable with resuming play after an all clear is given from a Parks representative, BFC may decide to cancel play and that will be communicated on the hotline.
- h. Provide a storage room for BFC program supplies at Winslow Sports Complex.
- i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex.
- j. Provide the services of the Sports Facility/Programs Manager as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- k. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
- 1. Allow play on coned off parking lot area if fields are unplayable.
- m. Provide initial lining of 2 soccer fields in the outfield of Winslow field 5.
- n. Allow BFC to hang sponsor banners on fencing of Winslow field 5.

- **4. Goals and Duties of BFC.** The goals of BFC are to offer a recreational youth soccer program for the community at large, introduce and publicize BFC to the public, and provide programming for children of BFC. BFC hereby agrees to:
 - a. Maintain close contact with the Sports Facility/Programs Manager.
 - b. Purchase field line paint and line as needed.
 - c. Agree to have each head coach obtain Coaching Education program requirements. BFC also agrees to have all adults involved with the program submit to a local and state criminal history check.
 - d. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least two weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)
 - e. List the Parks and Recreation Department on all publicity and promotional materials developed by BFC as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to the Parks and Recreation Department's Sports Facility/Programs Manager for approval prior to distribution to the public.
 - f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
 - g. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BFC fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
 - h. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with certificate of insurance prior to April 1, 2021.
 - i. Refrain from operating vehicles or other equipment on-site while participants are present.
 - j. Maintain/paint field lines (Winslow field 5) throughout usage.

- **5. Behavior.** 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.
- **6. Parks Review of BFC Program.** BFC is recognized as having the ability to conduct the youth soccer program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues.
- 7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
- 8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Notice and Agreement Representatives.

Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

BFC President Bloomington Parks and Recreation

Jeremy Sweet Dee Tuttle 905 S. Hawthorne Dr. P.O. Box 848

Bloomington, IN 47401 Bloomington, IN 47402

(812)345-0278 (812) 349-3762

Agreement representatives for the day to day operations and implementation of this agreement shall be:

Jeremy Sweet Dee Tuttle

BFC President Sports Facility/Programs Manager

(812)345-0278 (812) 349-3762

10. Termination. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

- a. 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 therefore in writing.
- 11. Insurance and Indemnity. BFC shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and BFC shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. BFC and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

BFC	BLOOMINGTON PARKS AND RECREATION
By:	By:
Jeremy Sweet, President	Paula McDevitt, Director
	Bloomington Parks and Recreation
	Kathleen Mills, President
	Board of Park Commissioners
	Philippa Guthrie, Corporation Counsel
	City of Bloomington



Agenda Item: B-23 Date: 3/18/2021

Administrator Review\Approval

PM

TO: Board of Park Commissioners FROM: Kim Clapp, Office Manger

DATE: March 23, 2021

SUBJECT: REVIEW/APPROVAL OF CREDIT CARD REFUND APPROVAL PROCESS

Recommendation

Staff recommends approval of including the reporting of credit card refunds to section A. Consent Calendar of the Park Board Agenda.

Background

In order to provide a quicker more efficient refund process for customers, refunds may be credited back to the original credit card through RecTrac, Bloomington Parks and Recreation Department's registration software. These refunds are not included in the claims registers, which are presented to the Park Board as part of the Consent Calendar.

The Controller's Office has reviewed our refund process, and requested that credit card refunds be presented to the Board for review and approval. To meet this request, a RecTrac refund report would be included in the Consent Calendar.

RESPECTFULLY SUBMITTED,

Kim Clapp, Office Manager

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/04/2021	1793353	AR Refunded Via	325018_A Visa/MasterCard/l	Hockey Initation (325018-A)	Refund Now Drawer:	grabowsm 6	27.50	0.00	27.50
		Refunded To:			Cur HH Info:	Benjamin Barker 360 Smiths Rd Mitchell, IN 47446			
02/04/2021	1793354	AR Refunded Via	325018_A Visa/MasterCard/l	Hockey Initation (325018-A) Discover	Refund Now Drawer:	grabowsm 6	27.50	0.00	27.50
		Refunded To:	Eric Bolstridge 4720 N UNION VA Bloomington, IN 4		Cur HH Info:	Eric Bolstridge 4720 N UNION VALLEY F Bloomington, IN 47401	RD		
02/04/2021	1793356	AR Refunded Via	325018_A Visa/MasterCard/l	Hockey Initation (325018-A)	Refund Now Drawer:	grabowsm 6	27.50	0.00	27.50
		Refunded To:		Rd	Cur HH Info:	Megan Shaw 5707 S Harmony Rd Bloomington, IN 47403			
02/04/2021	1793358	AR Refunded Via	325017_B Journal - Refund I	8U (DOB: 2013/2012) (325017-B)	Refund Finance Drawer:	grabowsm 6	166.00	0.00	166.00
		Refunded To:		ok Lane	Cur HH Info:	Tyler Curry 3579 E Saddlebrook Lane Bloomington, IN 47401	3		
02/04/2021	1793358	AR Refunded Via		8U (DOB: 2013/2012) (325017-B) Finance	Refund Finance Drawer:	grabowsm 6	166.00	0.00	166.00
		Refunded To:	Tyler Curry 3579 E Saddlebro Bloomington, IN 4		Cur HH Info:	Tyler Curry 3579 E Saddlebrook Lane Bloomington, IN 47401	•		
02/04/2021	1793360	AR Refunded Via		Hockey Initation (325018-A) Discover	Refund Now Drawer:	grabowsm 6	27.50	0.00	27.50
		Refunded To:	Colleen Curry 2810 somerset pla Bloomington, IN 4		Cur HH Info:	Colleen Curry 2810 somerset place Bloomington, IN 47401			
02/04/2021	1793360	AR Refunded Via		Hockey Initation (325018-A) Discover	Refund Now Drawer:	grabowsm 6	27.50	0.00	27.50
		Refunded To:	Colleen Curry 2810 somerset pla	ace	Cur HH Info:	Colleen Curry 2810 somerset place			

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
			Bloomington, IN 4	•		Bloomington, IN 47401			
02/04/2021	1793361	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Hilary Elliott 1640 E Rhorer Rd Bloomington, IN 47403	30.00	0.00	30.00
02/04/2021	1793361	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Hilary Elliott 1640 E Rhorer Rd Bloomington, IN 47403	176.00	0.00	176.00
02/04/2021	1793374	AR Refunded Via Refunded To:		t D	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Kristin Garner 2675 E 7th St, Apt D BLoomington, IN 47408	27.50	0.00	27.50
02/04/2021	1793375	AR Refunded Via Refunded To:		k Road	Refund Now Drawer: Cur HH Info:	grabowsm 6 Claire Huber 6777 E. Kerr Creek Road Bloomington, IN 47408	30.00	0.00	30.00
02/04/2021	1793375	AR Refunded Via Refunded To:		k Road	Refund Now Drawer: Cur HH Info:	grabowsm 6 Claire Huber 6777 E. Kerr Creek Road Bloomington, IN 47408	30.00	0.00	30.00
02/04/2021	1793376	AR Refunded Via Refunded To:		d Circle	Refund Now Drawer: Cur HH Info:	grabowsm 6 Liam Hutchins 2409 E Cedarwood Circle Bloomington, IN 47401	27.50	0.00	27.50
02/04/2021	1793377	AR	325018_A	Hockey Initation (325018-A)	Refund Now	grabowsm	27.50	0.00	27.50

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Refund Date	Receipt #	Refunded Via Refunded To:		ane	Refund Type Drawer: Cur HH Info:	Wolly Keifer 1620 S. Pecan Lane Bloomington, IN 47403	Fee Ref	Tax Ref	Tot Ref
02/04/2021	1793380	AR Refunded Via Refunded To:)r.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Mark Nagle 1245 S. Barnes Dr. Bloomington, IN 47401	30.00	0.00	30.00
02/04/2021	1793382	AR Refunded Via Refunded To:	325018_A Visa/MasterCard/ Courtney Venega 1636 E Moffett Ln Bloomington, IN 4	S I	Refund Now Drawer: Cur HH Info:	grabowsm 6 Courtney Venegas 1636 E Moffett Ln Bloomington, IN 47401	30.00	0.00	30.00
02/04/2021	1793384	AR Refunded Via Refunded To:		h Lane	Refund Now Drawer: Cur HH Info:	grabowsm 6 Xiaoyan Lin 2200 E Lingelbach Lane Bloomington, IN 47408	27.50	0.00	27.50
02/04/2021	1793385	AR Refunded Via Refunded To:		Ln	Refund Now Drawer: Cur HH Info:	grabowsm 6 Carrie Burnett 4270 W. Cansler Ln Bloomington, IN 47404	122.00	0.00	122.00
02/04/2021	1793387	AR Refunded Via Refunded To:		l Ct	Refund Now Drawer: Cur HH Info:	grabowsm 6 Betsy Feeny 2309 E. Ashwood Ct Bloomington, IN 47401	112.00	0.00	112.00
02/04/2021	1793388		325017_A Journal - Refund Andreas Foerster		Refund Finance Drawer: Cur HH Info:	grabowsm 6 Andreas Foerster	112.00	0.00	112.00

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
•			1982 E Cheyanne Bloomington, IN 4	Ln		1982 E Cheyanne Ln Bloomington, IN 47401			
02/04/2021	1793388	AR Refunded Via Refunded To:		Ln	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Andreas Foerster 1982 E Cheyanne Ln Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793388	AR Refunded Via Refunded To:		Ln	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Andreas Foerster 1982 E Cheyanne Ln Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793389	AR Refunded Via Refunded To:		Т	Refund Now Drawer: Cur HH Info:	grabowsm 6 John Hill 104 N Hampton CT Bloomington, IN 47408	112.00	0.00	112.00
02/04/2021	1793390		325017_A Journal - Refund F Nick Kuypers 5735 IN 43 Spencer, IN 47460		Refund Finance Drawer: Cur HH Info:	grabowsm 6 Nick Kuypers 4205 Ballinger Road Martinsville, IN 46151	122.00	0.00	122.00
02/04/2021	1793390	AR Refunded Via Refunded To:			Refund Finance Drawer: Cur HH Info:	grabowsm 6 Nick Kuypers 4205 Ballinger Road Martinsville, IN 46151	122.00	0.00	122.00
02/04/2021	1793391	AR Refunded Via Refunded To:		3	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Jessica Monroe 6130 N Bottom Rd Bloomington, IN 47404	122.00	0.00	122.00
02/04/2021	1793392	AR	325017_A	6U (DOB: 2015/2014) (325017-A)	Refund Now	grabowsm	112.00	0.00	112.00

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Refund Date	Receipt #	Module	ModuleLink Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
		Refunded Via Refunded To:		Drawer: Cur HH Info:	6 Anna Olson 3441 S Ashwood Dr Bloomington, IN 47401			
02/04/2021	1793392	AR Refunded Via Refunded To:		Refund Now Drawer: Cur HH Info:	grabowsm 6 Anna Olson 3441 S Ashwood Dr Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793393	AR Refunded Via Refunded To:	325017_A 6U (DOB: 2015/2014) (325017-A) Visa/MasterCard/Discover Sarah Powers 6172 N Shore Drive Bloomington, IN 47404	Refund Now Drawer: Cur HH Info:	grabowsm 6 Sarah Powers 6172 N Shore Drive Bloomington, IN 47404	122.00	0.00	122.00
02/04/2021	1793393	AR Refunded Via Refunded To:		Refund Now Drawer: Cur HH Info:	grabowsm 6 Sarah Powers 6172 N Shore Drive Bloomington, IN 47404	176.00	0.00	176.00
02/04/2021	1793398	AR Refunded Via Refunded To:		Refund Now Drawer: Cur HH Info:	grabowsm 6 abby berg 1104 S. Nota Drive Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793398	AR Refunded Via Refunded To:		Refund Now Drawer: Cur HH Info:	grabowsm 6 abby berg 1104 S. Nota Drive Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793400	AR Refunded Via Refunded To:		Refund Now Drawer: Cur HH Info:	grabowsm 6 Joshua Danish 1334 S. Cobble Creek Circl Bloomington, IN 47401	166.00 e	0.00	166.00

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Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/04/2021	1793401	AR Refunded Via	325017_B Journal - Refund	8U (DOB: 2013/2012) (325017-B) Finance	Refund Finance Drawer:	grabowsm 6	176.00	0.00	176.00
		Refunded To:	Lisa Gough 403 W Blackfoot I Ellettsville, IN 474		Cur HH Info:	Lisa Gough 403 W Blackfoot Drive Ellettsville, IN 47429			
02/04/2021	1793401	AR Refunded Via	325017_C Journal - Refund	10U (DOB: 2011/2010) (325017-C)	Refund Finance Drawer:	grabowsm 6	176.00	0.00	176.00
		Refunded To:		Orive	Cur HH Info:	Lisa Gough 403 W Blackfoot Drive Ellettsville, IN 47429			
02/04/2021	1793402	AR Refunded Via	325017_B Journal - Refund	8U (DOB: 2013/2012) (325017-B)	Refund Finance Drawer:	grabowsm 6	176.00	0.00	176.00
			Stephanie Golber 1498 E Command Bloomington, IN 4	g-Dugan der Ct	Cur HH Info:	Stephanie Golberg-Dugan 1498 E Commander Ct Bloomington, IN 47401			
02/04/2021	1793402	AR Refunded Via	325017_D Journal - Refund	12U (DOB: 2009/2008) (325017-D) Finance	Refund Finance Drawer:	grabowsm 6	176.00	0.00	176.00
		Refunded To:	Stephanie Golber 1498 E Command Bloomington, IN 4	der Ct	Cur HH Info:	Stephanie Golberg-Dugan 1498 E Commander Ct Bloomington, IN 47401			
02/04/2021	1793403	AR Refunded Via	325017_B Journal - Refund	8U (DOB: 2013/2012) (325017-B)	Refund Finance Drawer:	grabowsm 6	166.00	0.00	166.00
		Refunded To:		Dr	Cur HH Info:	Blair Johnson 3300 E Mulberry Dr Bloomington, IN 47401			
02/04/2021	1793403	AR Refunded Via	325017_C Journal - Refund	10U (DOB: 2011/2010) (325017-C) Finance	Refund Finance Drawer:	grabowsm 6	166.00	0.00	166.00
		Refunded To:		Dr	Cur HH Info:	Blair Johnson 3300 E Mulberry Dr Bloomington, IN 47401			
02/04/2021	1793405	AR Refunded Via	325017_B Visa/MasterCard/	8U (DOB: 2013/2012) (325017-B) Discover	Refund Now Drawer:	grabowsm 6	176.00	0.00	176.00
		Refunded To:	Erin Myers 5821 E State Roa	d 46	Cur HH Info:	Erin Myers 5821 E State Road 46			
			Bloomington, IN 4	17401		Bloomington, IN 47401			

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/04/2021	1793406	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Christina Ridge 1675 S Kirby Rd Bloomington, IN 47403	176.00	0.00	176.00
02/04/2021	1793407	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Beth English 1635 S. Wilcox St. Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793407	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Beth English 1635 S. Wilcox St. Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793409	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Steven Barnes 3417 S Justin Ct Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793410	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Josh Boyd 401 S. Serena Ln Bloomington, IN 47401	176.00	0.00	176.00
02/04/2021	1793410	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Josh Boyd 401 S. Serena Ln Bloomington, IN 47401	176.00	0.00	176.00
02/04/2021	1793410	AR Refunded Via Refunded To:	325017_D Visa/MasterCard/I Josh Boyd	12U (DOB: 2009/2008) (325017-D) Discover	Refund Now Drawer: Cur HH Info:	grabowsm 6 Josh Boyd	176.00	0.00	176.00

Refund Date	Receipt # Mod	dule	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
			401 S. Serena Ln Bloomington, IN 47	7401		401 S. Serena Ln Bloomington, IN 47401			
02/04/2021		funded Via funded To:	325017_C Visa/MasterCard/D Jared Cochran 3800 N. Easy St. Bloomington, IN 47		Refund Now Drawer: Cur HH Info:	grabowsm 6 Jared Cochran 3800 N. Easy St. Bloomington, IN 47404	176.00	0.00	176.00
02/04/2021		funded Via funded To:	325017_C Journal - Refund F Kristen Nickell 3654 E. Morningsic Bloomington, IN 47	de Dr.	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Kristen Nickell 3654 E. Morningside Dr. Bloomington, IN 47408	166.00	0.00	166.00
02/04/2021		funded Via funded To:	325017_C Visa/MasterCard/D Rebecca Connors 3049 N Cantlin Dr Bloomington, IN 47		Refund Now Drawer: Cur HH Info:	grabowsm 6 Rebecca Connors 3049 N Cantlin Dr Bloomington, IN 47404	176.00	0.00	176.00
02/04/2021		funded Via funded To:	325017_C Visa/MasterCard/D Stefanie Daley 530 N Plymouth Ro Bloomington, IN 47	d	Refund Now Drawer: Cur HH Info:	grabowsm 6 Stefanie Daley 530 N Plymouth Rd Bloomington, IN 47408	166.00	0.00	166.00
02/04/2021		funded Via funded To:	325017_D Visa/MasterCard/D Stefanie Daley 530 N Plymouth Ro Bloomington, IN 47	d	Refund Now Drawer: Cur HH Info:	grabowsm 6 Stefanie Daley 530 N Plymouth Rd Bloomington, IN 47408	166.00	0.00	166.00
02/04/2021		funded Via funded To:	325017_C Visa/MasterCard/D Lindsey Dean 1219 E Tremont W Bloomington, IN 47	'ay	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lindsey Dean 1219 E Tremont Way Bloomington, IN 47401	166.00	0.00	166.00

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/04/2021	1793418	AR Refunded Via	325017_C Visa/MasterCard/I David Konisky 3706 E. Silver Cre Bloomington, IN 4	10U (DOB: 2011/2010) (325017-C) Discover ek Court	Refund Now Drawer: Cur HH Info:	grabowsm 6 David Konisky 3706 E. Silver Creek Court Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793419	AR Refunded Via Refunded To:	325017_C Visa/MasterCard/I Cash Kurtz 142 Shawswick So Bedford, IN 47421		Refund Now Drawer: Cur HH Info:	grabowsm 6 Cash Kurtz 142 Shawswick School Rd Bedford, IN 47421	176.00	0.00	176.00
02/04/2021	1793420	AR Refunded Via Refunded To:		d Dr	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Anne Leonard 2424 E Cedarwood Dr Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793421	AR Refunded Via Refunded To:			Refund Finance Drawer: Cur HH Info:	grabowsm 6 Warren Maynard 714 W 13th St Bloomington, IN 47404	166.00	0.00	166.00
02/04/2021	1793422		325017_C Visa/MasterCard/I Thomas McMurray 1567 West Castle Bloomington, IN 4	/ Ct.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Thomas McMurray 1567 West Castle Ct. Bloomington, IN 47403	166.00	0.00	166.00
02/04/2021	1793424		325017_C Visa/MasterCard/I Kathleen Merritt 4416 Thistle Drive Bloomington , IN 4		Refund Now Drawer: Cur HH Info:	grabowsm 6 Kathleen Merritt 4416 Thistle Drive Bloomington , IN 47408	176.00	0.00	176.00
02/04/2021	1793425	AR Refunded Via	325017_C Visa/MasterCard/I	10U (DOB: 2011/2010) (325017-C) Discover	Refund Now Drawer:	grabowsm 6	176.00	0.00	176.00

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
		Refunded To:	John Miller 711 W Whitestone Bloomington, IN 4		Cur HH Info:	John Miller 711 W Whitestone St Bloomington, IN 47403			
02/04/2021	1793425	AR Refunded Via Refunded To:		St	Refund Now Drawer: Cur HH Info:	grabowsm 6 John Miller 711 W Whitestone St Bloomington, IN 47403	176.00	0.00	176.00
02/04/2021	1793426	AR Refunded Via Refunded To:		n	Refund Now Drawer: Cur HH Info:	grabowsm 6 Rebecca Swanson 807 N Lincoln Bloomington, IN 47408	166.00	0.00	166.00
02/04/2021	1793427	AR Refunded Via Refunded To:		lge Rd	Refund Now Drawer: Cur HH Info:	grabowsm 6 Michael Noth 9129 N. Texas Ridge Rd Gosport, IN 47433	176.00	0.00	176.00
02/04/2021	1793429	AR Refunded Via Refunded To:	325017_C Visa/MasterCard/I Shannon Pernicia 8489 Crimson Ct Terre Haute, IN 47	°0	Refund Now Drawer: Cur HH Info:	grabowsm 6 Shannon Perniciaro 8489 Crimson Ct Terre Haute, IN 478002	176.00	0.00	176.00
02/04/2021	1793429	AR Refunded Via Refunded To:		°0	Refund Now Drawer: Cur HH Info:	grabowsm 6 Shannon Perniciaro 8489 Crimson Ct Terre Haute, IN 478002	176.00	0.00	176.00
02/04/2021	1793430	AR Refunded Via Refunded To:	325017_C Visa/MasterCard/I Adam Peterson 2769 Fox Ct. E Martinsville, IN 46		Refund Now Drawer: Cur HH Info:	grabowsm 6 Adam Peterson 2769 Fox Ct. E Martinsville, IN 46151	176.00	0.00	176.00

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/04/2021	1793431	AR Refunded Via	325017_C Visa/MasterCard/l	10U (DOB: 2011/2010) (325017-C) Discover	Refund Now Drawer:	grabowsm 6	166.00	0.00	166.00
		Refunded To:		e Mall Road	Cur HH Info:	Ashly Pixler 903 South College Mall Bloomington, IN 47401	Road		
02/04/2021	1793433	AR Refunded Via	325017_C Journal - Refund I	10U (DOB: 2011/2010) (325017-C) Finance	Refund Finance Drawer:	grabowsm 6	176.00	0.00	176.00
		Refunded To:	Alice Pelston po box 63 clear creek, IN 47	426	Cur HH Info:	Alice Pelston po box 63 clear creek, IN 47426			
02/04/2021	1793435	AR Refunded Via	325017_C Journal - Refund I	10U (DOB: 2011/2010) (325017-C)	Refund Finance Drawer:	grabowsm 6	166.00	0.00	166.00
		Refunded To:		Ct.	Cur HH Info:	LeeAnna Powell 3100 S. Autumn Ct. Bloomington, IN 47401			
02/04/2021	1793437	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Cathy Scott 1600 S. Nancy St. Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793438	AR Refunded Via	325017_C Visa/MasterCard/l	10U (DOB: 2011/2010) (325017-C)	Refund Now Drawer:	grabowsm 6	176.00	0.00	176.00
		Refunded To:		e Drive	Cur HH Info:	Brenda Weber 3006 Forest Ridge Drive Bloomington, IN 47401	•		
02/04/2021	1793439	AR Refunded Via	325017_D Visa/MasterCard/l	12U (DOB: 2009/2008) (325017-D) Discover	Refund Now Drawer:	grabowsm 6	24.90	0.00	24.90
		Refunded To:	Rebekah Clark 756 E. Sherwood Bloomington, IN 4		Cur HH Info:	Rebekah Clark 756 E. Sherwood Hills D Bloomington, IN 47401	Prive		
02/04/2021	1793439	AR Refunded Via			Refund Finance Drawer:	grabowsm 6	141.10	0.00	141.10
		Refunded To:	Bloomington Park	s Foundation	Cur HH Info:	Rebekah Clark			

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
	•		401 N. Morton St. Bloomington, India	ana 47404		756 E. Sherwood Hills Driv Bloomington, IN 47401	re		
02/04/2021	1793441	AR Refunded Via Refunded To:		Drive	Refund Now Drawer: Cur HH Info:	grabowsm 6 Thomas Fallis 2927 Fawkesway Drive Bloomington, IN 47404	26.40	0.00	26.40
02/04/2021	1793441	AR Refunded Via Refunded To:	325017_D Journal - Refund F Bloomington Parks 401 N. Morton St. Bloomington, IN 4	s Foundation	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Thomas Fallis 2927 Fawkesway Drive Bloomington, IN 47404	149.60	0.00	149.60
02/04/2021	1793444	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Erin Freund 2805 Kings Ct Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793445	AR Refunded Via Refunded To:	325017_D Visa/MasterCard/E Amy Morwick 6142 n Shelly dr Ellettsville, IN 4742		Refund Now Drawer: Cur HH Info:	grabowsm 6 Amy Morwick 6142 n Shelly dr Ellettsville, IN 47429	176.00	0.00	176.00
02/04/2021	1793446	AR Refunded Via Refunded To:		_ane	Refund Now Drawer: Cur HH Info:	grabowsm 6 Amy Mason 1551 S Woodruff Lane Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793447	AR Refunded Via Refunded To:		_n	Refund Now Drawer: Cur HH Info:	grabowsm 6 Josh Naugle 1523 W Leighton Ln Bloomington, IN 47403	176.00	0.00	176.00

Refund Date	Receipt #	Modulo	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/04/2021	1793448	AR Refunded Via Refunded To:	325017_D Visa/MasterCard/I		Refund Now Drawer: Cur HH Info:	grabowsm 6 Ryan Robinson 4694 S Viola Dr Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793449	AR Refunded Via Refunded To:	325017_D Visa/MasterCard/I Kevin Schmidt 4241 S. Clear Vier Bloomington, IN 4	w Drive	Refund Now Drawer: Cur HH Info:	grabowsm 6 Kevin Schmidt 4241 S. Clear View Drive Bloomington, IN 47403	176.00	0.00	176.00
02/04/2021	1793450	AR Refunded Via Refunded To:		ay	Refund Now Drawer: Cur HH Info:	grabowsm 6 Bill Shuler 852 S Romans Way Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793450	AR Refunded Via Refunded To:		ау	Refund Now Drawer: Cur HH Info:	grabowsm 6 Bill Shuler 852 S Romans Way Bloomington, IN 47401	166.00	0.00	166.00
02/04/2021	1793451	AR Refunded Via Refunded To:	325017_D Visa/MasterCard/I Melissa Teague 6737 W Koontz Ro Bloomington, IN 4	d	Refund Now Drawer: Cur HH Info:	grabowsm 6 Melissa Teague 6737 W Koontz Rd Bloomington, IN 47403	176.00	0.00	176.00
02/09/2021	1794718	AR Refunded Via Refunded To:	325001_A Visa/MasterCard/I Aaron Harmon 2310 E. Montclair Bloomington, IN 4	Ct.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Aaron Harmon 2310 E. Montclair Ct. Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794718	AR Refunded Via Refunded To:	325006_B Visa/MasterCard/I Aaron Harmon 2310 E. Montclair		Refund Now Drawer: Cur HH Info:	grabowsm 6 Aaron Harmon 2310 E. Montclair Ct.	30.00	0.00	30.00

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
			Bloomington, IN 47	7401		Bloomington, IN 47401			
02/09/2021	1794721	AR Refunded Via Refunded To:	325001_A Visa/MasterCard/D Tanya Pettay 508 E. Hillside Dr. Bloomington, IN 47		Refund Now Drawer: Cur HH Info:	grabowsm 6 Tanya Pettay 508 E. Hillside Dr. Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794722		325001_A Visa/MasterCard/E Garrett Schopp 582 E Hillside Dr Bloomington, IN 47		Refund Now Drawer: Cur HH Info:	grabowsm 6 Garrett Schopp 582 E Hillside Dr Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794729		325001_A Visa/MasterCard/E Talley Whang 1930 E Rock Cree Bloomington, IN 47	k Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Talley Whang 1930 E Rock Creek Dr Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794729			k Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Talley Whang 1930 E Rock Creek Dr Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794739	AR Refunded Via Refunded To:	325001_B Visa/MasterCard/E Lei Deng 3224 S Southern C Bloomington, IN 47	Daks Ct	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lei Deng 3224 S Southern Oaks Ct Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794739	AR Refunded Via Refunded To:		Daks Ct	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lei Deng 3224 S Southern Oaks Ct Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794740	AR	325001_B	Parent & Tot (325001-B)	Refund Now	grabowsm	23.75	0.00	23.75

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Refund Date	Receipt #	Module	ModuleLink Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
		Refunded Via Refunded To:		Drawer: Cur HH Info:	6 Jooan You 2837 E Bressingham Way Bloomington, IN 47401			
02/09/2021	1794743	AR Refunded Via Refunded To:	325001_B Parent & Tot (325001-B) Visa/MasterCard/Discover Lacey McCoy 3407 S Kennedy Dr Bloomington, IN 47401	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lacey McCoy 714 S. Park Ridge Rd. Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794743	AR Refunded Via Refunded To:		Refund Now Drawer: Cur HH Info:	grabowsm 6 Lacey McCoy 714 S. Park Ridge Rd. Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794749	AR Refunded Via Refunded To:		Refund Now Drawer: Cur HH Info:	grabowsm 6 Beverly McKeel 3522 South Roxbury Circle Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794749	AR Refunded Via Refunded To:	325009_C The Skating School - Level 5 (325009 Visa/MasterCard/Discover Beverly McKeel 3522 South Roxbury Circle Bloomington, IN 47401	Refund Now Drawer: Cur HH Info:	grabowsm 6 Beverly McKeel 3522 South Roxbury Circle Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794749	AR Refunded Via Refunded To:		Refund Now Drawer: Cur HH Info:	grabowsm 6 Beverly McKeel 3522 South Roxbury Circle Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794756	AR Refunded Via Refunded To:	325001_B Parent & Tot (325001-B) Visa/MasterCard/Discover Abbey Rogers 922 W Winding Way Bloomington, IN 47401	Refund Now Drawer: Cur HH Info:	grabowsm 6 Abbey Rogers 922 W Winding Way Bloomington, IN 47401	30.00	0.00	30.00

Refund Date	Receipt #	Madula	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/09/2021	1794763	AR Refunded Via Refunded To:	325002_A Journal - Refund F	ter Way	• •	grabowsm 6 Kaori Roberts 3427 S Westminster Way Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794764	AR Refunded Via Refunded To:		ns Way	Refund Now Drawer: Cur HH Info:	grabowsm 6 Mandy Hussey 868 South Romans Way Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794765	AR Refunded Via Refunded To:		Hills Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Candy CHEN 769 E Sherwood Hills Dr Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794765	AR Refunded Via Refunded To:		Hills Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Candy CHEN 769 E Sherwood Hills Dr Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794766	AR Refunded Via Refunded To:	325005_B Visa/MasterCard/I Cari Hillenburg 1005 S Covenante Bloomington, IN 4	er Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Cari Hillenburg 1005 S Covenanter Dr Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794766	AR Refunded Via Refunded To:		er Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Cari Hillenburg 1005 S Covenanter Dr Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794767	AR Refunded Via Refunded To:		The Skating School - Level 2 (325006 Discover	Refund Now Drawer: Cur HH Info:	grabowsm 6 Manizha Ayoubi 3008 S.xavier Ct	30.00	0.00	30.00

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
			Bloomington, IN 4	•	,,-	Bloomington, IN 47401		-	
02/09/2021	1794767	AR Defunded Vie	325003_C	The Skating School Tot 2 (325003-C)	Refund Now	grabowsm	30.00	0.00	30.00
		Refunded Via Refunded To:			Drawer: Cur HH Info:	6 Manizha Ayoubi 3008 S.xavier Ct Bloomington, IN 47401			
02/09/2021	1794768	AR Refunded Via	325003_D Visa/MasterCard/D	The Skating School Tot 2 (325003-D)	Refund Now Drawer:	grabowsm 6	30.00	0.00	30.00
		Refunded To:		apt d	Cur HH Info:	Summer Tiller 2911 w Julies way apt d Bloomington, IN 47401			
02/09/2021	1794770	AR Refunded Via	325003_E Visa/MasterCard/D	The Skating School Tot 2 (325003-E)	Refund Now Drawer:	grabowsm 6	30.00	0.00	30.00
		Refunded To:		eet	Cur HH Info:	Gulnur Cakirer 2909 E Daniel Street Bloomington, IN 47401			
02/09/2021	1794772		325004_B Visa/MasterCard/I	The Skating School Tot 3 (325004-B)	Refund Now Drawer:	grabowsm 6	30.00	0.00	30.00
		Refunded To:		Ln	Cur HH Info:	Asae Suzuki 1908 E Cheyanne Ln Bloomington, IN 47401			
02/09/2021	1794773	AR Refunded Via	325004_C Visa/MasterCard/I	The Skating School Tot 3 (325004-C)	Refund Now Drawer:	grabowsm 6	30.00	0.00	30.00
		Refunded To:		ourt	Cur HH Info:	Jose Luis Antinao 3817 S. Christa Court Bloomington, IN 47401			
02/09/2021	1794774	AR Refunded Via	325004_C Visa/MasterCard/I		Refund Now Drawer:	grabowsm 6	30.00	0.00	30.00
		Refunded To:	yoon kyung kang 2300 e. winding br bloomington, IN 47	rook ct.	Cur HH Info:	yoon kyung kang 2300 e. winding brook ct. bloomington, IN 47401			
02/09/2021	1794774	AR	325006_B	The Skating School - Level 2 (325006	Refund Now	grabowsm	30.00	0.00	30.00

Refund Date	Receipt #	Module	ModuleLink Desc	ription	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
		Refunded Via Refunded To:	Visa/MasterCard/Discove yoon kyung kang 2300 e. winding brook ct. bloomington, IN 47401		Drawer: Cur HH Info:	6 yoon kyung kang 2300 e. winding brook o bloomington, IN 47401	ot.		
02/09/2021	1794774	AR Refunded Via Refunded To:	Visa/MasterCard/Discove		Refund Now Drawer: Cur HH Info:	grabowsm 6 yoon kyung kang 2300 e. winding brook obloomington, IN 47401	30.00 ct.	0.00	30.00
02/09/2021	1794777	AR Refunded Via Refunded To:	Journal - Refund Finance	Skating School Tot 3 (325004-D)	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Ken Davis PO Box 2354 Bloomington, IN 47402	30.00	0.00	30.00
02/09/2021	1794784	AR Refunded Via Refunded To:	Visa/MasterCard/Discove	Skating School - Level 1 (325005 er	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jiyeon Kim 3400 s. sare rd. Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794789	AR Refunded Via Refunded To:	Visa/MasterCard/Discove	Skating School - Level 1 (325005 er	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jessica Reed 3913 E Breckenmore D Bloomington, IN 47401	30.00 or	0.00	30.00
02/09/2021	1794789	AR Refunded Via Refunded To:	325005_B The S Visa/MasterCard/Discove Jessica Reed 3913 E Breckenmore Dr Bloomington, IN 47401	Skating School - Level 1 (325005 er	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jessica Reed 3913 E Breckenmore D Bloomington, IN 47401	30.00 or	0.00	30.00
02/09/2021	1794796	AR Refunded Via Refunded To:	325005_C The S Visa/MasterCard/Discove Amanda Duncan 1302 East Elliston Drive Bloomington, 47401	Skating School - Level 1 (325005 er	Refund Now Drawer: Cur HH Info:	grabowsm 6 Amanda Duncan 1302 East Elliston Drive Bloomington, 47401	30.00	0.00	30.00

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Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/09/2021	1794796	AR Refunded Via Refunded To:	325005_C Visa/MasterCard/E Amanda Duncan 1302 East Elliston Bloomington, 474	Drive	Refund Now Drawer: Cur HH Info:	grabowsm 6 Amanda Duncan 1302 East Elliston Drive Bloomington, 47401	30.00	0.00	30.00
02/09/2021	1794797	AR Refunded Via Refunded To:	325005_C Visa/MasterCard/I Jordan Rexing 965 S MARY BET Bloomington, IN 4	H DR	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jordan Rexing 965 S MARY BETH DR Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794797	AR Refunded Via Refunded To:	325005_C Visa/MasterCard/I Jordan Rexing 965 S MARY BET Bloomington, IN 4	H DR	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jordan Rexing 965 S MARY BETH DR Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794798		325005_E Visa/MasterCard/E sheakha aldaihan 2344 E winding bro Bloomington, IN 4	ook cir	Refund Now Drawer: Cur HH Info:	grabowsm 6 sheakha aldaihan 2344 E winding brook cir Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794799	AR Refunded Via Refunded To:	325005_E Visa/MasterCard/E Julia Francke 3963 S. Bushmill E Bloomington, IN 4	Or	Refund Now Drawer: Cur HH Info:	grabowsm 6 Julia Francke 3963 S. Bushmill Dr Bloomington, IN 47401	23.75	0.00	23.75
02/09/2021	1794800		325005_E Visa/MasterCard/E Tonya Sullivan 3120 East Saint Ja Bloomington, IN 4	ames Ct	Refund Now Drawer: Cur HH Info:	grabowsm 6 Tonya Sullivan 3120 East Saint James Ct Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794800		325005_E Visa/MasterCard/I Tonya Sullivan	The Skating School - Level 1 (325005 Discover	Refund Now Drawer: Cur HH Info:	grabowsm 6 Tonya Sullivan	30.00	0.00	30.00

Refund Date	Receipt #	Modulo	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
Refulld Date	Keceipi #	Module	3120 East Saint Ja Bloomington, IN 4	ames Ct	кешпа туре	3120 East Saint James Ct Bloomington, IN 47401	ree Kei	Tax Nei	Tot Kei
02/09/2021	1794801	AR Refunded Via Refunded To:		n Pl	25006 Refund Finance Drawer: Cur HH Info:	grabowsm 6 Maggie Guschwan 2114 S Grovesnor Pl Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794806	AR Refunded Via Refunded To:		Dr	25006 Refund Finance Drawer: Cur HH Info:	grabowsm 6 Jung Eun Jeon 1108 S Woodside Dr Bloomington, IN 47403	30.00	0.00	30.00
02/09/2021	1794807	AR Refunded Via Refunded To:		Drive	25006 Refund Now Drawer: Cur HH Info:	grabowsm 6 Lia Long 3933 E. Saratoga Drive Bloomington, IN 47408	30.00	0.00	30.00
02/09/2021	1794807	AR Refunded Via Refunded To:		Drive	25008 Refund Now Drawer: Cur HH Info:	grabowsm 6 Lia Long 3933 E. Saratoga Drive Bloomington, IN 47408	30.00	0.00	30.00
02/09/2021	1794809	AR Refunded Via Refunded To:		d Lane	25006 Refund Now Drawer: Cur HH Info:	grabowsm 6 Betsie Edgeworth 2750 E Buttonwood Lane Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794809	AR Refunded Via Refunded To:		d Lane	25006 Refund Now Drawer: Cur HH Info:	grabowsm 6 Betsie Edgeworth 2750 E Buttonwood Lane Bloomington, IN 47401	30.00	0.00	30.00

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Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/09/2021	1794811	AR Refunded Via Refunded To:	325007_A Visa/MasterCard/I Tarah Sullivan 1336 E Allendale Bloomington, IN 4	Or.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Tarah Sullivan 1336 E Allendale Dr. Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794814	AR Refunded Via Refunded To:	325007_A Visa/MasterCard/l Linda Sperka 2001 S McGowan Bloomington, IN 4	Road	Refund Now Drawer: Cur HH Info:	grabowsm 6 Linda Sperka 2001 S McGowan Road Bloomington, IN 47401	23.75	0.00	23.75
02/09/2021	1794815	AR Refunded Via Refunded To:		d Circle	Refund Now Drawer: Cur HH Info:	grabowsm 6 Liam Hutchins 2409 E Cedarwood Circle Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794816	AR Refunded Via Refunded To:		ella Ct.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jennifer Campanella 3600 E. Edward Ct. Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794816	AR Refunded Via Refunded To:		ella Ct.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jennifer Campanella 3600 E. Edward Ct. Bloomington, IN 47401	37.50	0.00	37.50
02/09/2021	1794820	AR Refunded Via Refunded To:	325007_D Journal - Refund I Andreas Foerster 1982 E Cheyanne Bloomington, IN 4	Ln	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Andreas Foerster 1982 E Cheyanne Ln Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794822	AR Refunded Via Refunded To:		The Skating School - Level 3 (325007 Discover	Refund Now Drawer: Cur HH Info:	grabowsm 6 Abigail Gray	30.00	0.00	30.00

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
	•		3690 S. Sowder S Bloomington, IN 4	quare	71:	3690 S. Sowder Square Bloomington, IN 47401			
02/09/2021	1794822	AR Refunded Via Refunded To:	325016_A Visa/MasterCard/I Abigail Gray 3690 S. Sowder S Bloomington, IN 4	quare	Refund Now Drawer: Cur HH Info:	grabowsm 6 Abigail Gray 3690 S. Sowder Square Bloomington, IN 47401	37.50	0.00	37.50
02/09/2021	1794826	AR Refunded Via Refunded To:	325007_D Visa/MasterCard/I Zhixin Chen 2406 E Cederwoo Bloomington, IN 4	d Ct.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Zhixin Chen 2406 E Cederwood Ct. Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794826	AR Refunded Via Refunded To:	325007_D Visa/MasterCard/E Zhixin Chen 2406 E Cederwoo Bloomington, IN 4	d Ct.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Zhixin Chen 2406 E Cederwood Ct. Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794826	AR Refunded Via Refunded To:	325016_A Visa/MasterCard/E Zhixin Chen 2406 E Cederwoo Bloomington, IN 4	d Ct.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Zhixin Chen 2406 E Cederwood Ct. Bloomington, IN 47401	37.50	0.00	37.50
02/09/2021	1794826	AR Refunded Via Refunded To:	325016_A Visa/MasterCard/I Zhixin Chen 2406 E Cederwoo Bloomington, IN 4	d Ct.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Zhixin Chen 2406 E Cederwood Ct. Bloomington, IN 47401	37.50	0.00	37.50
02/09/2021	1794828		325007_E Visa/MasterCard/I Minjeong Kim 2875 E CREEKS I BLOOMINGTON,	EDGE DR BLOOMINGTON IN 47401	Refund Now Drawer: Cur HH Info:	grabowsm 6 Minjeong Kim 2875 E CREEKS EDGE D BLOOMINGTON, IN 4740		0.00 TON IN 474	23.75
02/09/2021	1794828		325007_E Visa/MasterCard/I Minjeong Kim	The Skating School - Level 3 (325007 Discover	Refund Now Drawer: Cur HH Info:	grabowsm 6 Minjeong Kim	23.75	0.00	23.75

Refund Date	Doggint #	Madula	ModuleLink	Description	Defund Type	Hoor Name	Foo Dof	Tax Ref	Tot Dof
Refund Date	Receipt #	Module		Description EDGE DR BLOOMINGTON IN 47401 IN 47401	Refund Type	2875 E CREEKS EDGE D BLOOMINGTON, IN 4740			Tot Ref
02/09/2021	1794829	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Kelly Murphy 1911 S Locust Ct. Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794829	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Kelly Murphy 1911 S Locust Ct. Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794830	AR Refunded Via Refunded To:		ck Circle	Refund Now Drawer: Cur HH Info:	grabowsm 6 Erika Lee 2702 East Hemlock Circle Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794831	AR Refunded Via Refunded To:		n Lane	Refund Now Drawer: Cur HH Info:	grabowsm 6 Xiaoyan Lin 2200 E Lingelbach Lane Bloomington, IN 47408	30.00	0.00	30.00
02/09/2021	1794833	AR Refunded Via Refunded To:		d Or.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lindsay Morehead 2003 S. Ramsey Dr. Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794834	AR Refunded Via Refunded To:		e Drive	Refund Now Drawer: Cur HH Info:	grabowsm 6 JangDong Seo 3800 S Claybridge Drive Bloomington, IN 47401	30.00	0.00	30.00

Refund Date	Receipt #	Modulo	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/09/2021	1794835	AR Refunded Via Refunded To:	325008_D Visa/MasterCard/I	The Skating School - Level 4 (325008 Discover	•	grabowsm 6 Johanna Hsu 4129 W Apple Tree Ct Bloomington, IN 47403	30.00	0.00	30.00
02/09/2021	1794835	AR Refunded Via Refunded To:		e Ct	Refund Now Drawer: Cur HH Info:	grabowsm 6 Johanna Hsu 4129 W Apple Tree Ct Bloomington, IN 47403	30.00	0.00	30.00
02/09/2021	1794836	AR Refunded Via Refunded To:	325009_B Visa/MasterCard/I KYUNG AE PARK 2551 E CARGILL Bloomington, IN 4	C DR	Refund Now Drawer: Cur HH Info:	grabowsm 6 KYUNG AE PARK 2551 E CARGILL DR Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794837	AR Refunded Via Refunded To:		Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Xi Chen 4516 E Beardsley Dr Bloomington, IN 47401	23.75	0.00	23.75
02/09/2021	1794838	AR Refunded Via Refunded To:		s Ridge	Refund Now Drawer: Cur HH Info:	grabowsm 6 Mark Niswander 1155 W. Twin Oaks Ridge Bloomington, IN 47403	30.00	0.00	30.00
02/09/2021	1794839	AR Refunded Via Refunded To:		Ct Ct	Refund Now Drawer: Cur HH Info:	grabowsm 6 Susan Dong 920 S. Fenbrook Ct Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794843	AR Refunded Via Refunded To:	325011_B Visa/MasterCard/I Wendy Westphal	The Skating School - Level 7 (325011 Discover	Refund Now Drawer: Cur HH Info:	grabowsm 6 Wendy Westphal	30.00	0.00	30.00

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
			4109 E Cambridge Bloomington, IN 4			4109 E Cambridge Dr Bloomington, IN 47408			
02/09/2021	1794843	AR Refunded Via Refunded To:	325011_B Visa/MasterCard/I Wendy Westphal 4109 E Cambridge Bloomington, IN 4	e Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Wendy Westphal 4109 E Cambridge Dr Bloomington, IN 47408	30.00	0.00	30.00
02/09/2021	1794843	AR Refunded Via Refunded To:	325016_A Visa/MasterCard/I Wendy Westphal 4109 E Cambridge Bloomington, IN 4	e Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Wendy Westphal 4109 E Cambridge Dr Bloomington, IN 47408	37.50	0.00	37.50
02/09/2021	1794843		325015_A Visa/MasterCard/I Wendy Westphal 4109 E Cambridge Bloomington, IN 4	e Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Wendy Westphal 4109 E Cambridge Dr Bloomington, IN 47408	30.00	0.00	30.00
02/09/2021	1794843		325015_A Visa/MasterCard/I Wendy Westphal 4109 E Cambridge Bloomington, IN 4	e Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Wendy Westphal 4109 E Cambridge Dr Bloomington, IN 47408	30.00	0.00	30.00
02/09/2021	1794843	AR Refunded Via Refunded To:		e Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Wendy Westphal 4109 E Cambridge Dr Bloomington, IN 47408	30.00	0.00	30.00
02/09/2021	1794848	AR Refunded Via Refunded To:	325012_A Visa/MasterCard/I Nancy Armstrong 619 S Fess Ave Bloomington, IN 4		Refund Now Drawer: Cur HH Info:	grabowsm 6 Nancy Armstrong 619 S Fess Ave Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794849	AR Refunded Via Refunded To:		The Skating School - Level 8 (325012 Discover	Refund Now Drawer: Cur HH Info:	grabowsm 6 Zhili Xu	30.00	0.00	30.00

Refund Date	Receipt #	Module	ModuleLink	Description		Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
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02/09/2021	1794850	AR Refunded Via Refunded To:		II Circle	- Adult 1 (325013	Refund Now Drawer: Cur HH Info:	grabowsm 6 Rose Hessert 1396 W Adams Hill Circle Bloomington, IN 47403	30.00	0.00	30.00
02/09/2021	1794852	AR Refunded Via Refunded To:			- Adult 1 (325013	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jennifer Cox 615 N Lincoln St Bloomington, IN 47408	30.00	0.00	30.00
02/09/2021	1794854	AR Refunded Via Refunded To:			- Adult 1 (325013	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jesse Huang 710 N Morton St Bloomington, TN 47404	30.00	0.00	30.00
02/09/2021	1794855	AR Refunded Via Refunded To:		oocker Dr	- Adult 1 (325013	Refund Now Drawer: Cur HH Info:	grabowsm 6 Elizabeth Knickerbocker 252 S cave Creek Dr Bloomington, IN 47403	30.00	0.00	30.00
02/09/2021	1794857	AR Refunded Via Refunded To:		r Pl	- Adult 1 (325013	Refund Now Drawer: Cur HH Info:	grabowsm 6 Namrata Nesarikar 3365 John Hinkle PI Bloomington, IN 47408	30.00	0.00	30.00
02/09/2021	1794858	AR Refunded Via Refunded To:		nue	- Adult 1 (325013	Refund Now Drawer: Cur HH Info:	grabowsm 6 Janay Young 125 S Jordan Avenue Bloomington, IN 47406	30.00	0.00	30.00

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
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02/09/2021	1794863	AR Refunded Via Refunded To:	325013_B Visa/MasterCard/E Nicole Zautra 1017 E 1st St Bloomington, IN 47		Refund Now Drawer: Cur HH Info:	grabowsm 6 Nicole Zautra 1017 E 1st St Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794866	AR Refunded Via Refunded To:	325014_A Visa/MasterCard/E Kieya Vann 846 S Clarizz Blvd Bloomington, IN 47		Refund Now Drawer: Cur HH Info:	grabowsm 6 Kieya Vann 846 S Clarizz Blvd Bloomington, IN 47401	30.00	0.00	30.00
02/09/2021	1794868	AR Refunded Via Refunded To:		ark Dr.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Matt Meier 4075 W Forrest Park Dr. Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794868	AR Refunded Via Refunded To:		ark Dr.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Matt Meier 4075 W Forrest Park Dr. Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794872	AR Refunded Via Refunded To:	325005_B Visa/MasterCard/E Stephanie Ramsto 8133 south Zikes r Bloomington, IN 4	rf oad	Refund Now Drawer: Cur HH Info:	grabowsm 6 Stephanie Ramstorf 8133 south Zikes road Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794872	AR Refunded Via Refunded To:	325002_A Visa/MasterCard/E Stephanie Ramsto 8133 south Zikes r Bloomington, IN 47	rf oad	Refund Now Drawer: Cur HH Info:	grabowsm 6 Stephanie Ramstorf 8133 south Zikes road Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794878	AR Refunded Via	325003_D Visa/MasterCard/D	The Skating School Tot 2 (325003-D)	Refund Now Drawer:	grabowsm 6	33.75	0.00	33.75

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
	•		Angie Ohlrich 2696 E. Ciana Ct Bloomington, IN 47		Cur HH Info:	Angie Ohlrich 2696 E. Ciana Ct Bloomington, IN 47401			
02/09/2021	1794878	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Angie Ohlrich 2696 E. Ciana Ct Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794879	AR Refunded Via Refunded To:		Way	Refund Now Drawer: Cur HH Info:	grabowsm 6 Steven Wilson 705 w Whitethorn Way Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794880	AR Refunded Via Refunded To:	325005_A Visa/MasterCard/D Michael Colliver 3901 S. Bushmill D Bloomington, IN 47	Drive	Refund Now Drawer: Cur HH Info:	grabowsm 6 Michael Colliver 3901 S. Bushmill Drive Bloomington, IN 47403	33.75	0.00	33.75
02/09/2021	1794880	AR Refunded Via Refunded To:		Drive	Refund Now Drawer: Cur HH Info:	grabowsm 6 Michael Colliver 3901 S. Bushmill Drive Bloomington, IN 47403	33.75	0.00	33.75
02/09/2021	1794881	AR Refunded Via Refunded To:		e Drive	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lisa Hein 8107 S Whitherbee Drive Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794882	AR Refunded Via Refunded To:	325005_C Visa/MasterCard/D Scott Shackelford 3910 S Deerfield D Bloomington, IN 47)r	Refund Now Drawer: Cur HH Info:	grabowsm 6 Scott Shackelford 3910 S Deerfield Dr Bloomington, IN 47401	33.75	0.00	33.75

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Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/09/2021	1794882	AR Refunded Via Refunded To:	325009_B Visa/MasterCard/I Scott Shackelford 3910 S Deerfield I Bloomington, IN 4)r	Refund Now Drawer: Cur HH Info:	grabowsm 6 Scott Shackelford 3910 S Deerfield Dr Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794884	AR Refunded Via Refunded To:	325005_E Journal - Refund F Megan Shaw 5707 S Harmony F Bloomington, IN 4	Rd	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Megan Shaw 5707 S Harmony Rd Bloomington, IN 47403	33.75	0.00	33.75
02/09/2021	1794885	AR Refunded Via Refunded To:		Street	Refund Now Drawer: Cur HH Info:	grabowsm 6 Sadie Glass 5920 S Catherine Street Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794885	AR Refunded Via Refunded To:		Street	Refund Now Drawer: Cur HH Info:	grabowsm 6 Sadie Glass 5920 S Catherine Street Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794886	AR Refunded Via Refunded To:	325005_F Visa/MasterCard/I Sung Hyun Lee 2801 E Bressingha Bloomington, IN 4	am Way	Refund Now Drawer: Cur HH Info:	grabowsm 6 Sung Hyun Lee 2801 E Bressingham Way Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794887	AR Refunded Via Refunded To:		Ct.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Ray Stouffer 5345 N. Targhee Ct. Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794887	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Ray Stouffer 5345 N. Targhee Ct.	33.75	0.00	33.75

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
			Bloomington, IN 4	•		Bloomington, IN 47401		. 2 1101	
02/09/2021	1794889	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Benjamin Barker 360 Smiths Rd Mitchell, IN 47446	33.75	0.00	33.75
02/09/2021	1794893	AR Refunded Via Refunded To:	325006_E Visa/MasterCard/E Claire Huber 6777 E. Kerr Cree Bloomington, IN 4	k Road	Refund Now Drawer: Cur HH Info:	grabowsm 6 Claire Huber 6777 E. Kerr Creek Road Bloomington, IN 47408	33.75	0.00	33.75
02/09/2021	1794893	AR Refunded Via Refunded To:		k Road	Refund Now Drawer: Cur HH Info:	grabowsm 6 Claire Huber 6777 E. Kerr Creek Road Bloomington, IN 47408	33.75	0.00	33.75
02/09/2021	1794895	AR Refunded Via Refunded To:		Drive	Refund Now Drawer: Cur HH Info:	grabowsm 6 Julia Bochman 2630 E Clarkway Drive Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794895	AR Refunded Via Refunded To:		Drive	Refund Now Drawer: Cur HH Info:	grabowsm 6 Julia Bochman 2630 E Clarkway Drive Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794897	AR Refunded Via Refunded To:	325007_A Visa/MasterCard/E Seth Shields 1601 E Woodland Bloomington, IN 4	Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Seth Shields 1601 E Woodland Dr Bloomington, IN 47408	33.75	0.00	33.75
02/09/2021	1794899	AR	325007_B	The Skating School - Level 3 (325007	Refund Now	grabowsm	33.75	0.00	33.75

Refund Date	Receipt #	Modulo	ModuleLink	Description	Potund Type	User Name	Fee Ref	Tax Ref	Tot Ref
Neiuliu Date	Necelpt #		Visa/MasterCard/l	Discover	Drawer: Cur HH Info:	6 Lisa Vogel 4672 S Livia Dr Bloomington, IN 47401	ree Kei	I AA NEI	TOL REI
02/09/2021	1794899	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Lisa Vogel 4672 S Livia Dr Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794903		325007_C Visa/MasterCard/l Michelle Crowe 4485 W Tanglewo Bloomington, IN 4	od Rd	Refund Now Drawer: Cur HH Info:	grabowsm 6 Michelle Crowe 4485 W Tanglewood Rd Bloomington, IN 47404	33.75	0.00	33.75
02/09/2021	1794904	AR Refunded Via Refunded To:	325008_A Visa/MasterCard/l Amelie Wang 4614 E Donington Bloomington, IN 4	Dr	Refund Now Drawer: Cur HH Info:	grabowsm 6 Amelie Wang 4614 E Donington Dr Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794905		325008_C Visa/MasterCard/l Kristina Westfall 497 S. Crimson C Bloomington, IN 4	t.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Kristina Westfall 497 S. Crimson Ct. Bloomington, IN 47403	33.75	0.00	33.75
02/09/2021	1794906	AR Refunded Via Refunded To:	325009_A Visa/MasterCard/l Amy Melick 7374 W Eller Rd Bloomington, IN 4		Refund Now Drawer: Cur HH Info:	grabowsm 6 Amy Melick 7374 W Eller Rd Bloomington, IN 47403	33.75	0.00	33.75
02/09/2021	1794908	AR Refunded Via Refunded To:	325009_A Journal - Refund I Jessica Monroe 6130 N Bottom Ro		Refund Finance Drawer: Cur HH Info:	grabowsm 6 Jessica Monroe 6130 N Bottom Rd	33.75	0.00	33.75

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
Refund Date	Neceipt #	Wodale	Bloomington, IN 4	•	Refund Type	Bloomington, IN 47404	i de itei	Tax Nei	Tot Kei
02/09/2021	1794909	AR Refunded Via Refunded To:	325009_B Visa/MasterCard/I Tina Graves 3729 E Newport C Bloomington, IN 4	t	Refund Now Drawer: Cur HH Info:	grabowsm 6 Tina Graves 3729 E Newport Ct Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794910	AR Refunded Via Refunded To:		Rd	Refund Now Drawer: Cur HH Info:	grabowsm 6 Erica Musselwhite 4650 W Cowden Rd Ellettsville, IN 47429	33.75	0.00	33.75
02/09/2021	1794915	AR Refunded Via Refunded To:		ıth	Refund Now Drawer: Cur HH Info:	grabowsm 6 Paul Macklin 2859 E Garden Path Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794916	AR Refunded Via Refunded To:	325012_A Visa/MasterCard/I Joel Wong 1069 S Colchester Bloomington, IN 4	· Ct.	Refund Now Drawer: Cur HH Info:	grabowsm 6 Joel Wong 1069 S Colchester Ct. Bloomington, IN 47401	33.75	0.00	33.75
02/09/2021	1794917	AR Refunded Via Refunded To:	325014_A Visa/MasterCard/I Angela Hickman 531 W. Fairway La Bloomington, IN 4	ane	Refund Now Drawer: Cur HH Info:	grabowsm 6 Angela Hickman 531 W. Fairway Lane Bloomington, IN 47403	33.75	0.00	33.75
02/09/2021	1794918	AR Refunded Via Refunded To:		The Skating School - Adult 2 (325014 Discover	Refund Now Drawer: Cur HH Info:	grabowsm 6 Julia Orsborn 1416 14th St Bedford, IN 47421	33.75	0.00	33.75

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/09/2021	1794919	AR Refunded Via Refunded To:	325016_A Visa/MasterCard/I	Figure Skating (325016-A) Discover	Refund Now Drawer: Cur HH Info:	grabowsm 6 charles chen 4107 W. Apple Tree Ct. Bloomington, IN 47403	37.50	0.00	37.50
02/09/2021	1794920	AR Refunded Via Refunded To:	325016_A Journal - Refund F Andreas Foerster 1982 E Cheyanne Bloomington, IN 4	Ln	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Andreas Foerster 1982 E Cheyanne Ln Bloomington, IN 47401	37.50	0.00	37.50
02/09/2021	1794922	AR Refunded Via Refunded To:		ve	Refund Now Drawer: Cur HH Info:	grabowsm 6 David Matlack 106 S. Overhill drive Bloomington, IN 47408	37.50	0.00	37.50
02/09/2021	1794924	AR Refunded Via Refunded To:	325016_A Visa/MasterCard/I Nicole Johnson 1678 West Henne Bloomington, IN 4	ssey Street	Refund Now Drawer: Cur HH Info:	grabowsm 6 Nicole Johnson 1678 West Hennessey Bloomington, IN 47403	41.25 Street	0.00	41.25
02/11/2021	1795389	AR Refunded Via Refunded To:	325006_A Journal - Refund F Thomas Fallis 2927 Fawkesway Bloomington, IN 4	Drive	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Thomas Fallis 2927 Fawkesway Drive Bloomington, IN 47404	5.06	0.00	5.06
02/11/2021	1795389	AR Refunded Via Refunded To:		s Foundation Suite 250	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Thomas Fallis 2927 Fawkesway Drive Bloomington, IN 47404	28.69	0.00	28.69
02/11/2021	1795409	AR Refunded Via Refunded To:		Beginning (145001-A) Discover	Refund Now Drawer: Cur HH Info:	grabowsm 6 Alex Fuerst	80.00	0.00	80.00

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
	•		1230 S Rolling Ric Bloomington, IN 4		,,	1230 S Rolling Ridge Way Bloomington, IN 47403			
02/11/2021	1795409	AR Refunded Via Refunded To:		dge Way	Refund Now Drawer: Cur HH Info:	grabowsm 6 Alex Fuerst 1230 S Rolling Ridge Way Bloomington, IN 47403	60.00	0.00	60.00
02/11/2021	1795409	AR Refunded Via Refunded To:		dge Way	Refund Now Drawer: Cur HH Info:	grabowsm 6 Alex Fuerst 1230 S Rolling Ridge Way Bloomington, IN 47403	20.00	0.00	20.00
02/16/2021	1796687	FR Refunded Via Refunded To:	Journal - Refund I	den Club, Ann McEndarfer	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Bloomington Garden Club Bloomington, IN 47401	75.00	0.00	75.00
02/16/2021	1796687	FR Refunded Via Refunded To:	Journal - Refund I	den Club, Ann McEndarfer /	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Bloomington Garden Club Bloomington, IN 47401	75.00	0.00	75.00
02/16/2021	1796687	FR Refunded Via Refunded To:	Journal - Refund I	den Club, Ann McEndarfer /	Refund Finance Drawer: Cur HH Info:	grabowsm 6 Bloomington Garden Club Bloomington, IN 47401	75.00	0.00	75.00
02/25/2021	1799491	AR Refunded Via Refunded To:			Refund Now Drawer: Cur HH Info:	grabowsm 6 Kim Shepard 646 Ridge Crest Bloomington, IN 47401	15.00	0.00	15.00
02/25/2021	1799491	AR Refunded Via Refunded To:		Flurry Scurry Pajama Run (165001-A Discover	Refund Now Drawer: Cur HH Info:	grabowsm 6 Kim Shepard	15.00	0.00	15.00

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
			646 Ridge Crest Bloomington, IN 47	7401		646 Ridge Crest Bloomington, IN 47401			
02/25/2021	1799494	AR Refunded Via Refunded To:		Prive	Refund Now Drawer: Cur HH Info:	grabowsm 6 Elizabeth Willian 3504 S Allendale Drive BLOOMINGTON, IN 47401	15.00	0.00	15.00
Report Summary	/ Totals								
Total Refund Re Total Fees Refu Total Tax Refun Total Amount R	ınded: nded:			226 16,095.75 0.00 16,095.75					

Page: 36 of 36

Refund Detail Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

Output Template: VSI - Refund Detail Report

Output Type: Detail

Sort Option: SARefund_CancelDate,SAREFUND_ReceiptNumber,SARefund_CashDrawer,SAREFUND_Module,SAHouseho

Preview Report: yes
PDF: Yes
Print Selection Criteria: Yes
CSV Summary Option: Raw Data

REPORT SPECIFIC CRITERIA

Begin Service Item:

Begin Inventory Item:

Begin Facility:

Begin Refund Date: 02/01/2021 - Actual Date|02/01/2021

Begin Locker:

Begin Trip: Begin Pass:

Begin Rental Item Code:

Begin Activity Section:

Begin Ticket:

Begin League:

End Ticket: ZZZZZZZ End Inventory Item: ZZZZZZZ

End Rental Item Code: ZZZZZZ

End Refund Date: 02/28/2021 - Actual Date|02/28/2021

Begin Drawer: 1 End Drawer: 8



Agenda Item: C-1 Date: 3/18/2021

Administrator Review\Approval PM

TO: Board of Park Commissioners

FROM: Tim Street, Operations and Development Division Director

DATE: March 23, 2021

SUBJECT: UPDATE ON JACKSON CREEK PHASE II PROJECT

Background

The Jackson Creek Phase II project is beginning this spring under the coordination of the city's Engineering department. This Phase II project encompasses two extensions to the existing JCT: one extending north from the roundabout at Rogers Family Park (Goat Farm) along the east side of High Street to Arden Rd. and eventually Southeast Park, and the other extending south from the southern end of Sherwood Oaks Park to Rhorer Road. Visuals are available on the Engineering department's website.

Engineering is coordinating this project with the use of federal funds from the MPO. When complete, the southern extension will become the Parks Department's responsibility.

Utility relocation work has begun, and tree removal will occur sometime in March. Work will begin on the northern extension first in order to allow full access to Childs Elementary School by the time the school year begins. The southern extension will follow and is expected to wrap up sometime in 2022.

We are excited about these extensions to our city's robust trail and multi-use path system.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

2021-January



Agenda Item: C-1 Date: 3/18/2021

Administrator Review\Approval

TO: Board of Park Commissioners

FROM: Rebecca Swift, Natural Resources Coordinator

DATE: March 23, 2021

SUBJECT: CITY OF BLOOMINGTON PARKS & RECREATION ON OUTERSPATIAL

MOBILE APPLICATION

Background

Parks staff is proud to present City of Bloomington Parks & Recreation on OuterSpatial's mobile app. Visitors can now easily access information about parks and trails from their mobile devices. This application is free and available for both iPhone and Android devices. The app includes offline mapping and navigation capabilities to allow content access even without a cell phone signal.

Mobile app users can find maps of the B-Line Trail, Clear Creek Trail and the Jackson Creek Trail, including locations of trailheads and where to park. All of Bloomington's city parks are on the site as well, with photos of playgrounds and other features. Users can discover new places, enjoy curated 'outings', learn about upcoming recreational opportunities, and share experiences all with this new one-stop tool.

Parks and Recreation staff will continue adding and updating information such as our summer concert schedule and special events in the parks.

RESPECTFULLY SUBMITTED,

Rebecca Swift, Natural Resources Coordinator



Agenda Item: D-1 Date: 3/18/2021

Administrator Review\Approval

TO: Board of Park Commissioners

FROM: Sarah Owen, Community Relations Coordinator

DATE: March 23, 2021

SUBJECT: BRAVO AWARD—MARY JEAN CAPPIELLO

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Mary Jean Cappiello with this month's Bravo Award. This is in recognition of her multiple years of service to the department, volunteering with our Park Ambassador program.

Background

The Park Ambassador program was established in 2011 to offer community members a stewardship role with various City-owned parks. Park Ambassadors serve as onsite citizen representatives of the Parks and Recreation Department, offering the chance to interact with other park users and answer their questions about park amenities, to help remind park users of ordinances and proper usage of park property, and to report any need maintenance issues to our staff. The parks that were originally incorporated into this program Broadview, Bryan, Building Trades, Butler, Lower Cascades, Olcott, and RCA Community Park. In 2019, we expanded the program to include Winslow Sports Complex and Winslow Woods, and we continue to broaden this initiative with this year's addition of the Dog Park at Switchyard.

The Park Ambassador role has typically been a year-long commitment from our volunteers, but was recently modified into a two-year commitment. Mary Jean Cappiello has served as the Park Ambassador of Olcott Park since 2017, and over the course of her ambassadorship, Mary Jean has recorded over 120 hours of service. We are incredibly grateful for her volunteerism with the department, and we look forward to continuing to work with her, as she has just renewed her ambassadorship for the next two years. Parks and Recreation is proud to recognize Mary Jean as this month's Bravo Award recipient.

RESPECTFULLY SUBMITTED,

Sarah Owen, Community Relations Coordinator



Agenda Item: D-2 Date: 3/18/2021

Administrator Review\Approval

TO: Board of Park Commissioners

FROM: Sarah Owen, Community Relations Coordinator

DATE: March 23, 2021

SUBJECT: PARKS PARTNER AWARD—Sterling Real Estate, Inc.

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Sterling Real Estate, Inc. as the recipient of the Parks Partner Award. The Parks Partner Award is a component of the Department's sponsorship program and recognizes our most outstanding collaborators and supporters.

Background

Trish Sterling, the owner of Sterling Real Estate, has continually demonstrated both her appreciation and commitment to Parks and Recreation programming. Not only has she served on the Parks Foundation Board since 2015, but Sterling Real Estate has also generously supported our summer Performing Arts Series for the past four years, and they are once again sponsoring the 2021 concert series as well.

We are incredibly grateful to Trish and to Sterling Real Estate for the ongoing support, and the Bloomington Parks and Recreation Department is proud to recognize them with the Parks Partner Award.

RESPECTFULLY SUBMITTED,

Sarah Owen, Community Relations Coordinator