

CITY OF BLOOMINGTON
Parks and Recreation

AGENDA

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/99809217374?pwd=VlITU0pTK1Jlb3lBaFkwc2lnR3dOZz09>

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, April 27, 2021 4:00 – 6:00pm

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of March 23, 2021
- A-2. Approval of Claims Submitted March 24, 2021 through April 26, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Review of Credit Card refund report
- A-6. Declaration of Surplus
- A-7. Approval of partnership agreement with Kiwanis Club for landscaping bed
- A-8. Approval of partnership agreement with Lake Monroe Sailing Association
- A-9. Approval of partnership agreement with Special Olympics Monroe County
- A-10. Approval of partnership agreement with Code and Key Escape Room
- A-11. Approval of partnership agreement with Civic Theater
- A-12. Policy on Conflicts of Interest Related to Deputy Mayor

B. OTHER BUSINESS

- B-1. Review/Approval of partnership agreement Artisan Alley for traveling mural projects (Cory Hawkins)
- B-2. Review/Approval of partnership agreement with community partners for Public Health in Parks program (Jess Klein)
- B-3. Review/Approval of MOA with US Army Corps of Engineers for Lower Cascades (Tim Street)
- B-4. Review/Approval of contract with Shepherd's Construction for Cascades Golf Course concrete work. (Tim Street)
- B-5. Review/Approval service agreement with Green Earth compost for green waste disposal (Joanna Sparks)
- B-6. Review/Approval of contract with Eco Logic for Park Ridge East Park (Joanna Sparks)
- B-7. Review/Approval of service agreement with Aramark for staff uniforms (Barb Dunbar)
- B-8. Review/Approval contract Sinclair Recreation for Winslow Woods playground (Barb Dunbar)
- B-9. Review/Approval contract addendum with Sinclair Recreation for Winslow Woods playground installation (Barb Dunbar)
- B-10. Review/Approval of contract Davey Resources Group, Inc. for young tree pruning (Erin Hatch)
- B-11. Review/Approval of contract addendum with Aquatic Control (Rebecca Swift)
- B-12. Review/Approval of contract with White Buffalo for Community Hunt Access Program (Steve Cotter)
- B-13. Review/Approval of partnership MC Tennis for tennis instruction (John Turnbull)
- B-14. Review/Approval of contract Tennis Technology Inc. for RCA tennis/pickle ball courts (John Turnbull)

C REPORTS

C-1.	Operation Division	-	Jackson Creek Trail Phase II OuterSpatial Mobile Application	(Tim Street) (Rebecca Swift)
C-2.	Recreation Division	-	No Report	
C-3.	Sports Division	-	No Report	
C-4.	Administration Division	-	No Report	

D. PUBLIC HEARINGS/APPEARANCES

D-1.	Bravo Award	-	Daniel Muller, Building Trades Park Ambassador	(Sarah Owen)
D-2.	Parks Partner Award	-		
D-3.	Staff Recognition	-	Clarence Boone, Program Facility Coordinator	
D-4.	Public Comment Period	-		

ADJOURNMENT***Statement on public meetings during public health emergency:***

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

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



A-1
4-26-2021

Board of Park Commissioners
Meeting Minutes

Tuesday, March 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.

Israel Herrera shared information regarding the Planning Commission. Israel stated, the Planning Commission had been discussing, and receiving public comments on updates and amendments to the Unified Development Ordinance. The Planning Commission would meet again on Thursday, March 25th to discuss Duplexes and Triplexes. Documents were available on the Planning Commission website. Please send any comments or concerns to Israel and he would present them to the Planning Commission.

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, Leslie Brinson, Jess Klein, Rebecca Swift, Joanna Sparks, Steve Cotter, Erin Hatch, Dee Tuttle, Sarah Owen

A. CONSENT CALENDAR

- A-1. Approval of Minutes – March 23, 2021
- A-2. Approval of Claims Submitted – February 23, 2021 through March 22, 2021
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus – March 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 of Policies #4050 (Job Postings) and # 4220 (Succession Planning)

Leslie Brinson, Community Events Manager, the policies that guided the procedures and process for the department were reviewed periodically and updated as needed. Staff recommended approval to update and change policy # 4050 (Job Postings) and add new policy # 4220 (Succession Planning).

Board Comments: James Whitlatch inquired: how policy #4050 would be implemented in regards to remote work. Leslie Brinson responded: the policy would be put in place only when staff is unavailable to complete their job duties for a time period, and unable to respond to staff. The policy would not be used if staff worked remotely. Israel Herrera inquired: if Neal-Marshall Black Cultural Center or the IU Latino Faculty Council at Indiana University received the job posting. Kathleen Mills responded: Neal-Marshall Cultural Center was listed. Leslie Brinson responded: staff would research if IU Latino Faculty received the job postings and the possibility of adding them to the list.

James Whitlatch made a motion to approve changes to policies #4050 (Job Postings) and add policy #4220 (Succession Planning). *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

B-2. Review/Approval of Partnership Agreement with IU Health Bloomington

Jess Klein, Health & Wellness Coordinator, in order promote social, physical, emotional, mental, and environmental health, staff recommended renewing the partnership with Indiana University Health Bloomington. The partnership provides community health education, programs, training, marketing, and opportunities to benefit the health and wellness of the community.

Jess Klein introduced Katie Dooley, IU Health Get on Active Living Program Manager. Katie Dooley stated, the program was a childhood obesity prevention program, and the partnership had been in place since August 2010. The Parks Department was one of the founding members, and one of the strongest members of the program. IU would provide obesity prevention to families, while Parks would provide space, transportation, and staff time to assist with the program.

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

B-3. Review/Approval of Partnership Agreement with Monroe County Public Library for Story Walk at Rev. Butler Park

Leslie Brinson, Community Events Manager, staff recommended approval of the partnership agreement with Monroe County Public Library. The partnership would continue providing the community with a Story Walk at Reverend Butler Park. Self-guided Story Walks are placed along trails to inspire parents, teacher, and caregivers to take young children outside for physical activity and learning at the same time.

Ellen Rodkey made a motion to approve the partnership with Monroe County Public Library for Story Walk at Rev. Butler Park. *James Whitlatch* seconded the motion. Vote taken: motion unanimously carried 4-0.

B-4. Review/Approval of Partnership Agreement with Monroe County Public Library for Park Crawl Program

Rebecca Swift, Natural Resources Coordinator to encourage participants to visit City of Bloomington parks using sustainable modes of transportation, staff recommended approval of a partnership with Monroe County Public Library. The partnership established an event known as the ‘Park Crawl’, a program meant to inspire participants to adopt sustainable life –style choices by incentivizing public transportation and reusable products.

James Whitlatch made a motion to approve the partnership with Monroe County Library for Park Crawl Program. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

B-5. Review/Approval of Contract with EZ-Dock of Mid America, LLC

Rebecca Swift, Natural Resources Coordinator, to make it easier for users to enter and exit watercrafts, staff recommended approval of the contract with EZ-Doc of Mid-America for the purchase of an easy-to-use boat launch. EZ-Doc Mid-America would deliver and install the necessary equipment for the project. Funding would be from the Natural Resources General Fund, in an amount not to exceed \$4,445.

Board Comments: *Jim Whitlatch inquired* if the cost would be for service or purchase of the dock. *Rebecca Swift responded:* the total cost would be for the purchase, installation and delivery of the dock. *James Whitlatch inquired:* if the dock would need to be removed in the winter. *Rebecca Swift responded:* the floating dock would not need to be removed from the water.

James Whitlatch made a motion to approve the contract with EZ-Dock of Mid America. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

B-6. Review/Approval of Contract with B-Tech Fire and Security for Repairs to Buskirk Chumley Theater

Tim Street, Operations and Development Division Director; staff recommend approval of the contract with B-Tech Fire and Security for necessary repairs to the Buskirk-Chumley Theater (BCT). B-Tech Fire and Security would replace the

covers on nine sprinkler heads, and repair and reconnect one sprinkler head at the BCT. The project would be funded from Operation General Fund, in an amount not to exceed \$6,550.

Board Comments: James Whitlatch inquired: if the entire system had been inspected, and if the system was checked on a regular basis. Tim Street responded: the Buskirk Chumley Theater leadership manages annual and periodic checks of the system that would incorporate any other fire inspection elements. Kathleen Mills stated: if any additional issues were discovered, they would be handled in a separate agreement. Tim Street confirmed: that was correct. Israel Herrera inquired: if the number of sprinkler head repairs were uncommon, and how did one get disconnected. Tim Street responded: Out of approximately 80 sprinkler heads, 9 of the covers had fallen off. It is unsure how or why one was disconnected, but it would be a simple repair.

Ellen Rodkey made a motion to approve the contract with B-Tech Fire and Security. James Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0.

B-7. Review/Approval of Impact Memo with American Structurepoint, Inc. for Clear Creek Trail Access

Tim Street, Operations and Development Division Director: the Monroe County plan to connect Fullerton Pike and Gordon Pike would span the Clear Creek Trail. Because the trail was designated a (f) resource as a publicly owned park, Structurepoint must obtain the Parks Department's approval that their actions would have *de minimis* impact on the trail. Staff recommended approval of the "*de minimis*" memo with American Structurepoint, Inc.

James Whitlatch made a motion to approve the Impact Memo with American Structurepoint. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 4-0.

B-8. Review/Approval of Service Agreement with Bledsoe Riggert Cooper James for Boundary Survey Work

Joanna Sparks, City Landscaper, staff recommended approval of a service agreement with Bledsoe Riggert Cooper James for survey services on and as needed basis. Funding would be from Landscaping and Operations General Funds, in an amount not to exceed \$9,990.

Board Comments: Kathleen Mills inquired: if the vendor had previously provide services to the department. Joanna Sparks responded: the vendor had worked on previous projects, and staff has been satisfied with their work.

Staff report document for agenda item B-8 was numbered as C-8. It was noted to change document from C-8 to B-8 to coincide with the March 23, 2021 Park Board agenda.

Ellen Rodkey made a motion to approve the service agreement with Bledsoe Riggert Cooper James. Israel Herrera seconded the motion. Vote taken: motion unanimously carried 4-0.

B-9. Review/Approval of Contract with Habitat Solutions for Controlled Burn at Griffy Lake Nature Preserve

Steve Cotter, Natural Resource Manager, to reduce the risk of fire and improve habitat for native vegetation and wildlife, staff recommended approval of the Habitat Solutions contract. Habitat Solutions would oversee a prescribed burn of approximately 7 acres on the north side of Griffy Lake. The project would be funded from the Natural Resources General Fund, in an amount not to exceed \$5,000.

Board Comments: Jim Whitlatch stated: he supported the idea of the burn. James Whitlatch requested: additional information on Habitat Solutions, and inquired how near the burn would be to residential homes, and other property. Steve Cotter responded: Habitat Solutions had been around for quite a few years, and was highly recommended by others. Habitat Solution conducted Parks last burn, and staff had been satisfied with the excellent work provided. The Bloomington Fire Department would be on site to assist with fire control. The burn would be approximately ½ mile from the nearest home. The exact distance would be determined at a later date, and residents would be notified prior to the burn. James Whitlatch commented: while it was standard practice for Parks contracts to require a million dollar general liability insurance, he recommended a higher amount of insurance be considered for this type of project in the future. Steve Cotter responded: he would reach out to the Risk. Steve Cotter stated: if the conditions were not favorable, the burn would be cancelled. Kathleen Mills inquired: if signs would be posted, and how long would the burn last. Steve Cotter responded: the burn would be a one day event, and include an inspection of the burn area on the

following day. Signs would be posted, information would be posted on the website and on Facebook. Staff would be on site to make sure no one inadvertently wandered into the prescribed burn unit.

Staff report document for agenda item B-9 was numbered as C-9. It was noted to change document from C-9 to B-9 to coincide with the March 23, 2021 Park Board agenda.

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

B-10. Review/Approval of contract with Eco Logic, LLC for Vegetation Monitoring at Griffy Lake Nature Preserve

Steve Cotter, Natural Resource Manager, to monitor the health of plant communities at Griffy Lake Nature Preserve, staff recommended approval of a contract with Eco Logic, LLC. The consultant would collect data for the next three years on 12 transects, monitor browse on herbaceous and woody vegetation. To determine whether there had been a decline, increase, or no statistical change in the amount of deer browse at Griffy Lake, the results would be compared to previous years' data. The project would be funded from Natural Resources Non-Reverting Fund, in an amount not to exceed \$28,810.

Board Comments: *Kathleen Mills inquired:* on the slight price increases over the three year period. *Steve Cotter responded:* believed it was for the cost of inflation.

James Whitlatch made a motion to approve the contract with ECO Logic, LLC for Vegetation Monitoring at Griffy Lake. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 4-0.

B-11. Review/Approval of MOU with City of Bloomington Utilities (CBU) for Hidden River Project in Waldron Hill Buskirk Park

Tim Street, Operations and Development Division Director, CBU's plan to reconstruct a segment of the Hidden River stormwater infrastructure would run through the Waldron Hill Buskirk Park. The project required the existing playground to be removed. CBU agreed to reimburse the Parks Department \$160,000 for the installation of a new playground upon completion of the work. Staff recommended approval of the MOU with CBU.

Board Comments: *Kathleen Mills inquired:* if the trees removed would be replaced. *Tim Street responded:* there was a plan to replace the trees. *James Whitlatch inquired:* if the \$160,000 was an estimate for the total playground replacement. *Tim Street responded:* the estimate was previously proved to CBU to fund a new playground in same footprint. Cost may vary due to products and supplies selected. *Israel Herrera inquired:* if the new playground would be installed at the same site, and if the swing bays would be replaced. *Tim Street responded:* staff reviewed the area, and determined the original site was the best location for a playground. The swing bays would be replaced.

James Whitlatch made a motion to approve the MOU with City of Bloomington Utilities. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

B-12. Review/Approval of Partnership Agreement with Middle Way House for Wrapped in Love Event

Erin Hatch, Urban Forester staff recommended approval of a partnership agreement with Middle Way House. The partnership would continue to allow Middle Way House the limited use of 55 city trees as part of the Wrapped in Love campaign. The fundraising campaign would raise awareness and funds for supportive services for survivors of domestic violence, sexual violence, and human trafficking.

Board Comments: *Kathleen Mills inquired:* if the trees would be hurt in any way. *Erin Hatch responded:* they would not. *Israel Herrera inquired:* if the same locations would be used. *Erin Hatch responded:* the same locations would be used.

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

B-13. Review/Approval of reappointment to the Tree Commission

Erin Hatch, Urban Forester, staff recommended the re-appointment of Kerry Bridges, Board Certified Master Arborist with International Society of Arboriculture to the City of Bloomington's Tree Commission. Kerry would be able to provide a wealth of specific arboricultural knowledge to the Tree Commission.

James Whitlatch made a motion to approve the re-appointment of Kerry Bridges to the City of Bloomington's Tree Commission. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 4-0.

B-14. Review/Approval of Notices of Violation Process for Illegal Street Tree Removals

Tim Street, Operations and Development Division Director, the intent of Municipal Code 12.24-TREES AND FLORA is to establish the responsibilities of the city and its residents toward flora and trees subject to these provisions and to assure those regulation and policies maintain and increase the tree canopy within the city. Staff recommended review of the proposed Notice of Violation process and template for illegal street tree removals. Additionally, staff requested 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.

Board Comments: Kathleen Mills inquired; what would corrective actions be. Tim Street responded; there would be a range of options. Corrective actions could be replacement of the tree, removal of the stump, a fine, or an official warning. The intent was not meant to be punitive with an individual, but educate people that trees in the right away belong to everyone. Consultation with the Urban Forester is required, private landowners cannot take action on their own in regards to public trees. Kathleen Mills inquired; if the two recent incidents of trees being removed, were in the public right away. Tim Street responded; they were in the public right away. Ellen Rodkey inquired; how was the department notified that the trees had been removed. Tim Street responded; individuals from the community notified the department. Ellen Rodkey inquired; if a permit process was in place, requiring professional to get approval before removing trees. Erin Hatch responded; a tree work permit was in place, and was noted in the tree ordinance. The permit was on the Parks website. James Whitlatch inquired; on the location of the two trees that were removed from public right away. Erin Hatch responded; one was located within a clearly delineated city tree plot. The second tree was within the city right away, but the location could have been perceived as part of the front lawn. Ellen Rodkey inquired; if someone would plant a tree in the city right away, would it be considered a city tree. Ellen Hatch responded; yes, it would become a city tree. Ellen Rodkey commented; someone could have planted a tree and removed it, because they thought it was their tree. Israel Herrera inquired; if there would be punitive damages or just notification. Tim Street responded; in the two recent cases, staff would like to request replacement of the trees. Erin Hatch would complete a Notification of Violation, and determine replacement value of the trees. The Notification of Violation would be presented to legal counsel, before being sent out. Any appeals to Notifications of Violations would be presented to the Board. Israel Herrera inquired; if an individual could be fined for removing a city tree. Tim Street confirmed; yes, that would be an option. The city allows up to a \$2,500 fine. James Whitlatch inquired; what efforts would be taken to educate the public and professional vendors that they are not allowed to deal with trees in the city right away. Erin Hatch responded; the preventative side would be education. The work permit is listed on the Parks website and it is written in the ordinance. Staff would work on spreading the information, and disseminating it to tree work contractors through email, to HOA and to Neighborhood Associations. Staff would update the tree work permit to make it more user friendly. Social media may be used as an educational tool. The permit has been on the website and in the code, but staff has not sent out notices to people. Typically people would find out when they call and ask. James Whitlatch commented; a tree plot is identifiable, but trees in front lawns are difficult to determine if they are city or private trees. How would individuals know this, and how would they be educated. Reaching out to and educating the vendors would seem like the best option. The education aspect of this still needs to be considered. Erin Hatch responded; the Tree Keeper inventory could help individuals determine if a tree was city owned. The Tree Keeper delineates most trees that are in the right away, otherwise it would be up to the individuals to understand their property lines, or to reach out to park staff for assistance. Israel Herrera inquired; what was meant by official warning. Tim Street responded; similar to receiving a traffic warning, instead of receiving a ticket. It would be a written notice that an individual has been warned, but no corrective action or fine was being sought as a result. Israel Herrera inquired; if an individual received an official warning and removed a second tree, would a fine be issued. Tim Street responded; that would be possible, and considered. That could include the vendors as well. It would be difficult to reach the smaller vendors, an official warning may be a good tool to use. Israel Herrera inquired; if vendors were required to report work to the department, or was it optional to them. Tim Street responded; vendors would not be able to remove a city tree without consultation. If there was doubt, they would be responsible for checking with the Urban Forester. James Whitlatch asked for clarification; on what the Board was being asked to do, and if the process presented was new. Paula McDevitt, Director responded; staff had been notified of two recent events, where individuals had

removed city trees. The code had been in place for a long time, but the department had never been in the position to have to implement it. Staff was informing the Board of the code and what the process would be for Notice of Violation. James Whitlatch recommended; educating the public and vendors as part of the process.

James Whitlatch made a motion to approve the Notices of Violation process for the illegal street tree removals. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 4-0.

B-15. Review/Approval of Partnership Agreement with Centerstone for Seasonal Crews

Joanna Sparks, City Landscaper staff recommended approving the partnership with Centerstone for maintenance crews at parks, landscaping areas, playgrounds and golf course. The partnership would continue to provide Centerstone clients an opportunity to work for Centerstone in Bloomington Parks and Recreation Departments parks and golf course. The project would not exceed \$129,625. Funding of \$79,625 would be from Operation, Landscaping, and Golf Course General Funds, and \$50,000 from Recover Forward Funds.

Board Comments: Kathleen Mills inquired; if all funds would go towards crew salaries, or if there would be other costs associated with the program. Joanna Sparks responded; salary and FICA would be paid from these funds. Protective gear and other supplies would be provided from individual Park funds. Kathleen Mills inquired; how crews would be transported to work sites. Joanna Sparks responded; Centerstone would be responsible for providing transportation and would provide onsite supervisors to work with the crews.

Staff report document for agenda item B-15 was numbered as C-15. It was noted to change document from C-15 to B-15 to coincide with the March 23, 2021 Park Board agenda.

James Whitlatch made a motion to approve the agreement with Centerstone for seasonal crews. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 4-0.

B-16. Review/Approval of contract with Eco Logic, LLC for services at Switchyard Park

Joanna Sparks, City Landscaper, to help maintain parks, staff recommended approval of the contract with Eco Logic, LLC. The vendor would provide invasive plant management and native planting maintenance at Switchyard Park. The project would be funded from the Landscaping General Fund, in an amount not to exceed \$26,730.

Board Comments: Israel Herrera inquired; if Eco Logic was the same company that provided plant management at Griffy Lake. Joanna Sparks responded; that was correct.

James Whitlatch made a motion to approve the contract with Eco Logic, LLC for services at Switchyard Park. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 4-0.

B-17. Review/Approval of partnership agreement with BHSN/EDH high school golf team

John Turnbull, Sports Division Director, staff recommended approval of an agreement with Bloomington High School North and Edgewood High School, which would continue to provide access for High Schools' golf teams at Cascades Golf Course for practices and team competitions.

Board Comments: Kathleen Mills inquired; how time used would be determined. John Turnbull responded; tee times would be reserved in advance. Kathleen Mills inquired; if school tournaments would be played at Cascades. John Turnbull responded; tournaments would be played. Israel Herrera inquired; why the boys' rates would be higher. John Turnbull responded; the boys' season would be longer.

James Whitlatch made a motion to approve the partnership with Bloomington High School North and Edgewood High School. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried 4-0.

B-18. Review/Approval of contract with Tennis Technology RCA tennis pickleball/court project

Item was removed from the agenda.

B-19. Review/Approval of partnership agreement with Bloomington Junior League Baseball Association (BJLBA)

Dee Tuttle, Sports Facility/Program Manager, staff recommended approval of the partnership with Bloomington Junior League Baseball Association. The agreement would continue to offer the Bloomington/Monroe community an affordable, effective and diverse youth baseball program, for ages 5 to 12 year olds. Projected revenue would be approximately \$35,000.

James Whitlatch made a motion to approve the agreement with Bloomington Junior League Baseball Association. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

B-20. Review/Approval of Partnership Agreement with Bloomington Junior League Association for Winslow North Concessions operations

Dee Tuttle, Sports Facility/Program Manager staff recommended approval of the partnership with Bloomington Junior League Baseball Association (BJLBA). The agreement would continue to allow BJLBA to operate the concessions area at Winslow Sports Complex. BJLBA would use profits to offset program costs and other related expenses.

James Whitlatch made a motion to approve the agreement with Bloomington Junior League Association for use of Winslow North Concessions operations. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

B-21. Review/Approval of partnership agreement with Monroe County Senior League Baseball Association (MCSLBA)

Dee Tuttle, Sports Facility/Program Manager staff recommended approval of partnership with Monroe County Senior League Baseball Association. The agreement would continue to offer the Bloomington/Monroe community an affordable, effective and diverse youth baseball program, for ages 13 to 19 year olds. Projected revenue is approximately \$4,000.

James Whitlatch made a motion to approve the agreement with Monroe County Senior League Baseball Association. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

B-22. Review/Approval of Partnership Agreement with Bloomington Football Club

Dee Tuttle, Sports Facility/Program Manager staff recommended approval of partnership with Bloomington Football Club. The agreement would continue to offer the Bloomington/Monroe community an affordable and effective youth soccer program, designed to introduce beginner participants to the program, as well as to provide for skill advancement. Projected revenue is approximately \$12,000.

Dee Tuttle introduced Jeremy Sweet, Director of Bloomington Football Club. Jeremy stated, he was thankful for the opportunity to work with the Parks Department, and appreciated the efforts of Park staff. There were 150 youth enrolled in the program. The program was growing and additional space would be required in the future. There was a lack of indoor space during the winter months.

Board Comments: *Israel Herrera inquired;* if the \$12,000 would be for a spring, summer and fall program. *Dee Tuttle responded;* that was correct. *Israel Herrera inquired;* if the program would only be through the week. *Dee Tuttle responded,* that was correct. *Israel Herrera inquired;* if scholarships would be available. *Jeremy Sweet responded;* scholarships opportunities would be available, and sibling discounts would be offered.

Staff report document for agenda item B-22 was numbered as C-22. It was noted to change document from C-22 to B-22 to coincide with the March 23, 2021 Park Board agenda.

Israel Herrera made a motion to approve the partnership agreement with Bloomington Football Club. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

B-23. Review/Approval of Credit Card Refund Approval Process

Kim Clapp, Office Manager staff recommended approval of including the reporting of credit card refunds to section A. Consent Calendar of the Park Board Agenda. The report would give the Board of Park Commissioners an opportunity to review and approve credit card refunds processed by the department through RecTrac.

James Whitlatch made a motion to approve the addition of a credit card report to Section A of the Consent Calendar. *Ellen Rodkey* seconded the motion. Vote taken: motion unanimously carried 4-0.

C. REPORTS

- C-1. Operation Division - Jackson Creek Trail Phase II- Removed from agenda
OuterSpatial Mobile Application – Removed from agenda
- C-2. Recreation Division - no report
- C-3. Sports Division - no report
- C-4. Administration Division - Review of 2020 Annual Report - Removed from agenda

D. PUBLIC HEARINGS/APPEARANCES

D-1. Bravo Award - Mary Jean Cappiello

Sarah Owen, Community Relations Coordinator staff recognized Mary Jean Cappiello for the multiple years she volunteered with the Park Ambassador program. Park Ambassadors interact with other park users, answer questions about park amenities, help remind park users of ordinances and proper usage of park property, and report any needed maintenances issues to park staff. Mary Jean served as the Olcott Park Ambassador since 2017, and had recorded over 120 hours of service. Staff presented the March Bravo Award to Mary Jean Cappiello.

D-2. Parks Partner Award - Sterling Real Estate, Inc.

Sarah Owen, Community Relations Coordinator staff recognized Sterling Real Estate, Inc. for the generously support given to the summer Performing Arts series over the four previous years, and again in 2021. Staff was grateful for the ongoing support, and presented Sterling Real Estate, Inc. with the March Parks Partner Award.

Sarah Owen introduced Trish Sterling. Trish Sterling thanked the Board for the recognition, and thanked the Department for what they provide to the town.

D-3. Staff Recognition - None

D-4. Public Comment Period - None

Paula McDevitt, Director commente; the next Board of Park Commissioner meeting would be held on Tuesday, April 27, 2021.

ADJOURNMENT

Meeting adjourned at 6:02 p.m.

Respectfully Submitted,



Kim Clapp
Secretary Board of Park Commissioners



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53960 - Grants										
41 - Area 10 Agency On Aging	12-31-2020	18 Payment for Endwright East Partnership - 4th Q	Paid by Check # 73604		03/23/2021	03/23/2021	04/02/2021		04/01/2021	3,159.75
Account 53960 - Grants Totals								Invoice Transactions 1		\$3,159.75
Program 181000 - Administration Totals								Invoice Transactions 1		\$3,159.75
Program 181100 - Marketing										
Account 52420 - Other Supplies										
54546 - Charles Y Coghlan, DMD (Office Easel)	102715A	18-Parks logo pens	Paid by EFT # 39997		03/23/2021	03/23/2021	04/01/2021		04/01/2021	264.31
4846 - Geneva Scientific, INC (Barco Products)	SORCO63790	18-(1) In-ground mounted 2-sided kiosk for RCA	Paid by Check # 73616		03/23/2021	03/23/2021	04/01/2021		04/01/2021	780.00
11693 - The Award Center, INC	60230	18-Park Partner plaque 1st quarter Trish Sterling	Paid by EFT # 40119		03/23/2021	03/23/2021	04/01/2021		04/01/2021	30.00
Account 52420 - Other Supplies Totals								Invoice Transactions 3		\$1,074.31
Account 53310 - Printing										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	9326	18-Sailing program promo brochures	Paid by EFT # 40008		03/23/2021	03/23/2021	04/01/2021		04/01/2021	60.00
Account 53310 - Printing Totals								Invoice Transactions 1		\$60.00
Account 53910 - Dues and Subscriptions										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-5257	18-1st quarter 2021 website hosting fee TLRC	Paid by EFT # 40037		03/23/2021	03/23/2021	04/01/2021		04/01/2021	165.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		\$165.00
Program 181100 - Marketing Totals								Invoice Transactions 5		\$1,299.31
Program 182001 - Aquatics - Bryan Pool										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 033121	18-Water Sewer Charges February 14187-001	Paid by Check # 73577		03/17/2021	03/17/2021	03/17/2021		03/17/2021	249.46
Account 53530 - Water and Sewer Totals								Invoice Transactions 1		\$249.46
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions 1		\$249.46
Program 182002 - Aquatics - Mills Pool										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 033121	18-Water Sewer Charges February 14187-001	Paid by Check # 73577		03/17/2021	03/17/2021	03/17/2021		03/17/2021	87.41



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

Program 182500 - Frank Southern Center
Account 43260 - Equipment Rentals

204 - State Of Indiana	Feb 2021 Sales T	18-February 2020 Sales Tax	Paid by EFT # 39945	03/18/2021	03/18/2021	03/18/2021	03/18/2021	.00
------------------------	---------------------	-------------------------------	------------------------	------------	------------	------------	------------	-----

Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$87.41
Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 1	\$87.41

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	14187-001 033121	18-Water Sewer Charges February 14187-001	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	369.57
--	---------------------	--	--------------------------	------------	------------	------------	------------	--------

Account 43260 - Equipment Rentals Totals	Invoice Transactions 1	\$0.00
--	------------------------	--------

Account 53610 - Building Repairs

321 - Harrell Fish, INC (HFI)	W62904	18 FSC Replace Locker Room Exhaust Fans	Paid by EFT # 40031	03/23/2021	03/23/2021	04/02/2021	04/01/2021	1,931.75
-------------------------------	--------	--	------------------------	------------	------------	------------	------------	----------

Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$369.57
--	------------------------	----------

Account 53610 - Building Repairs Totals	Invoice Transactions 1	\$1,931.75
---	------------------------	------------

Account 53630 - Machinery and Equipment Repairs

4902 - DEEM, LLC	972573	18 FSC Annual Compressor Shutdown	Paid by EFT # 40013	03/23/2021	03/23/2021	04/02/2021	04/01/2021	2,668.20
------------------	--------	--------------------------------------	------------------------	------------	------------	------------	------------	----------

Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 1	\$2,668.20
--	------------------------	------------

Account 53650 - Other Repairs

321 - Harrell Fish, INC (HFI)	W62901	18 FSC Replaced burners on lochinvar unit	Paid by EFT # 40031	03/23/2021	03/23/2021	04/02/2021	04/01/2021	1,570.00
-------------------------------	--------	--	------------------------	------------	------------	------------	------------	----------

321 - Harrell Fish, INC (HFI)	W63485	18 FSC Replaced lochinvar ignitor-	Paid by EFT # 40031	03/23/2021	03/23/2021	04/02/2021	04/01/2021	290.76
-------------------------------	--------	---------------------------------------	------------------------	------------	------------	------------	------------	--------

Account 53650 - Other Repairs Totals	Invoice Transactions 2	\$1,860.76
--------------------------------------	------------------------	------------

Program 182500 - Frank Southern Center Totals	Invoice Transactions 6	\$6,830.28
---	------------------------	------------

Program 183500 - Golf Services

Account 43220 - Facility Rentals

204 - State Of Indiana	Feb 2021 Sales T	18-February 2020 Sales Tax	Paid by EFT # 39945	03/18/2021	03/18/2021	03/18/2021	03/18/2021	.00
------------------------	---------------------	-------------------------------	------------------------	------------	------------	------------	------------	-----

Account 43220 - Facility Rentals Totals	Invoice Transactions 1	\$0.00
---	------------------------	--------

Account 43260 - Equipment Rentals

204 - State Of Indiana	Feb 2021 Sales T	18-February 2020 Sales Tax	Paid by EFT # 39945	03/18/2021	03/18/2021	03/18/2021	03/18/2021	.00
------------------------	---------------------	-------------------------------	------------------------	------------	------------	------------	------------	-----

Account 43260 - Equipment Rentals Totals	Invoice Transactions 1	\$0.00
--	------------------------	--------

Account 43380 - Other Services

204 - State Of Indiana	Feb 2021 Sales T	18-February 2020 Sales Tax	Paid by EFT # 39945	03/18/2021	03/18/2021	03/18/2021	03/18/2021	.00
------------------------	---------------------	-------------------------------	------------------------	------------	------------	------------	------------	-----

Account 43380 - Other Services Totals	Invoice Transactions 1	\$0.00
---------------------------------------	------------------------	--------

Account 47110 - Miscellaneous



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

204 - State Of Indiana	Feb 2021 Sales T	18-February 2020 Sales Tax	Paid by EFT # 39945	03/18/2021	03/18/2021	03/18/2021	03/18/2021	.00
Account 47110 - Miscellaneous Totals				Invoice Transactions 1				\$0.00
Account 52230 - Garage and Motor Supplies								
4046 - Heritage-Crystal Clean, INC	16668452	18 - Parts cleaner	Paid by EFT # 40035	03/23/2021	03/23/2021	04/02/2021	04/01/2021	187.91
Account 52230 - Garage and Motor Supplies Totals				Invoice Transactions 1				\$187.91
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 033121	18-Water Sewer Charges February Charges 4159-	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	1,897.88
208 - City Of Bloomington Utilities	14187-001 033121	18-Water Sewer Charges February 14187-001	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	2,262.37
Account 53530 - Water and Sewer Totals				Invoice Transactions 2				\$4,160.25
Account 53950 - Landfill								
2260 - Republic Services, INC	0694- 002703669	18-Landfill April Charges Golf	Paid by EFT # 40096	03/23/2021	03/23/2021	04/01/2021	04/01/2021	281.25
Account 53950 - Landfill Totals				Invoice Transactions 1				\$281.25
Program 183500 - Golf Services Totals				Invoice Transactions 8				\$4,629.41
Program 184000 - Natural Resources								
Account 53310 - Printing								
818 - Everywhere Signs, LLC	57510	18-Griffy Lake Nature Preserve (5) Trailhead	Paid by EFT # 40022	03/23/2021	03/23/2021	04/02/2021	04/01/2021	525.00
Account 53310 - Printing Totals				Invoice Transactions 1				\$525.00
Account 53920 - Laundry and Other Sanitation Services								
4175 - The Stables Events, LLC (Izzy's Rentals)	12518	18-Wapehani Restroom Service	Paid by EFT # 40122	03/23/2021	03/23/2021	04/02/2021	04/01/2021	20.00
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 1				\$20.00
Program 184000 - Natural Resources Totals				Invoice Transactions 2				\$545.00
Program 186500 - Community Events								
Account 52420 - Other Supplies								
7192 - Adolph Kiefer & Assoc, LLC (The Lifeguard Store)	INV001037 247	18- HeartStart FRx/Onsite Battery for Community Events AED	Paid by EFT # 39966	03/23/2021	03/23/2021	04/01/2021	04/01/2021	168.50
394 - Kleindorfer Hardware & Variety	707797	18-grommets	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	6.98
5819 - Synchrony Bank	4251 031621	18- Treats for Mad Paws Doggie Egg Hunt	Paid by Check # 73629	03/23/2021	03/23/2021	04/01/2021	04/01/2021	19.82
Account 52420 - Other Supplies Totals				Invoice Transactions 3				\$195.30
Program 186500 - Community Events Totals				Invoice Transactions 3				\$195.30



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

Program 186502 - Community Events-Gardens

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	467499	18-tarp	Paid by EFT # 39982	03/23/2021	03/23/2021	04/01/2021	04/01/2021	44.99
409 - Black Lumber Co. INC	466712	18-Zip ties for garden fence	Paid by EFT # 39982	03/23/2021	03/23/2021	04/02/2021	04/01/2021	7.98
2689 - Greendell Landscape Solutions, INC	0218412-IN	18-Compost for gardens	Paid by EFT # 40029	03/23/2021	03/23/2021	04/02/2021	04/01/2021	708.75
394 - Kleindorfer Hardware & Variety	709401	18-straw	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	19.50
Account 52420 - Other Supplies Totals						Invoice Transactions 4		\$781.22
Program 186502 - Community Events-Gardens Totals						Invoice Transactions 4		\$781.22

Program 187001 - Adult Sports-Softball

Account 53170 - Mgt. Fee, Consultants, and Workshops

7204 - Purdue University	400082343	18 TLSP Fees for Books for Ivy Tech Chemical	Paid by Check # 73628	03/23/2021	03/23/2021	04/01/2021	04/01/2021	116.85
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals						Invoice Transactions 1		\$116.85

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001 033121	18-Water Sewer Charges February Charges 4159-	Paid by Check # 73577	03/17/2021	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	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	892.33
Account 53530 - Water and Sewer Totals						Invoice Transactions 2		\$917.26

Account 53950 - Landfill

2260 - Republic Services, INC	0694-002705181	18-Landfill April Charges TLSP	Paid by EFT # 40096	03/23/2021	03/23/2021	04/01/2021	04/01/2021	250.00
Account 53950 - Landfill Totals						Invoice Transactions 1		\$250.00
Program 187001 - Adult Sports-Softball Totals						Invoice Transactions 4		\$1,284.11

Program 187202 - Youth Sports-Winslow

Account 52340 - Other Repairs and Maintenance

394 - Kleindorfer Hardware & Variety	707905	18 - Lopers,sim green, duck tape, batteries, tilex	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	105.73
Account 52340 - Other Repairs and Maintenance Totals						Invoice Transactions 1		\$105.73

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001 033121	18-Water Sewer Charges February Charges 4159-	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	1,289.36
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$1,289.36
Program 187202 - Youth Sports-Winslow Totals						Invoice Transactions 2		\$1,395.09

Program 187208 - Youth Sports-Olcott



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	14187-001 033121	18-Water Sewer Charges February 14187-001	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	501.40
-------------------------------------	------------------	---	-----------------------	------------	------------	------------	------------	--------

Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$501.40
Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 1	\$501.40

Program 187500 - Banneker

Account 43220 - Facility Rentals

204 - State Of Indiana	Feb 2021 Sales T	18-February 2020 Sales Tax	Paid by EFT # 39945	03/18/2021	03/18/2021	03/18/2021	03/18/2021	298.93
------------------------	------------------	----------------------------	---------------------	------------	------------	------------	------------	--------

Account 43220 - Facility Rentals Totals	Invoice Transactions 1	\$298.93
---	------------------------	----------

Account 52210 - Institutional Supplies

1029 - Cintas First Aid & Safety #2	505114477 7	18-BBCC-First Aid Supplies	Paid by EFT # 39999	03/23/2021	03/23/2021	04/02/2021	04/01/2021	162.25
-------------------------------------	-------------	----------------------------	---------------------	------------	------------	------------	------------	--------

Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	\$162.25
---	------------------------	----------

Account 52420 - Other Supplies

5819 - Synchrony Bank	436393978 646	18- Amazon Banneker Phone Case	Paid by EFT # 40114	03/23/2021	03/23/2021	04/01/2021	04/01/2021	15.95
5819 - Synchrony Bank	555848543 983	18-Amazon Banneker Apple USB-C Power	Paid by EFT # 40114	03/23/2021	03/23/2021	04/01/2021	04/01/2021	18.99

Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$34.94
---------------------------------------	------------------------	---------

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	4159-001 033121	18-Water Sewer Charges February Charges 4159-	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	125.53
-------------------------------------	-----------------	---	-----------------------	------------	------------	------------	------------	--------

Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$125.53
Program 187500 - Banneker Totals	Invoice Transactions 5	\$621.65

Program 189000 - Operations

Account 52210 - Institutional Supplies

313 - Fastenal Company	INBLM222 990	18-Custodial supplies for shelters/restrooms	Paid by EFT # 40023	03/23/2021	03/23/2021	04/01/2021	04/01/2021	160.86
313 - Fastenal Company	INBLM220 702	18-Custodial supplies for shelters/restrooms	Paid by EFT # 40023	03/23/2021	03/23/2021	04/02/2021	04/01/2021	546.99
313 - Fastenal Company	INVLM222 833	18-trash bags	Paid by EFT # 40023	03/23/2021	03/23/2021	04/02/2021	04/01/2021	360.20
313 - Fastenal Company	INBLM222 834	18-Fusion Reg Plug HP	Paid by EFT # 40023	03/23/2021	03/23/2021	04/02/2021	04/01/2021	336.00
394 - Kleindorfer Hardware & Variety	707778	18-box gloves, electrical tape	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	25.68
5819 - Synchrony Bank	2755	18-Snacks/beverages for stf. trng, (3) bxs masks &	Paid by Check # 73629	03/23/2021	03/23/2021	04/01/2021	04/01/2021	41.92

Account 52210 - Institutional Supplies Totals	Invoice Transactions 6	\$1,471.65
---	------------------------	------------



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

Account 52310 - Building Materials and Supplies

5415 - Allied Wholesale Electrical Supply, LLC	5629349	18-LED lights & elec. materials for SYMB	Paid by EFT # 39967	03/23/2021	03/23/2021	04/02/2021	04/01/2021	167.06
5415 - Allied Wholesale Electrical Supply, LLC	5629348	18-LED lights & elec. materials for SYMB	Paid by EFT # 39967	03/23/2021	03/23/2021	04/01/2021	04/01/2021	186.00
409 - Black Lumber Co. INC	468407	18-treated lumber and post caps for sign at	Paid by EFT # 39982	03/23/2021	03/23/2021	04/01/2021	04/01/2021	121.88

Account 52310 - Building Materials and Supplies Totals

Invoice Transactions 3

\$474.94

Account 52340 - Other Repairs and Maintenance

5415 - Allied Wholesale Electrical Supply, LLC	5631659	8-(3) high bay LED bay lights for Ops Ctr. Upper	Paid by EFT # 39967	03/23/2021	03/23/2021	04/01/2021	04/01/2021	580.38
5415 - Allied Wholesale Electrical Supply, LLC	5630692	18-lights	Paid by EFT # 39967	03/23/2021	03/23/2021	04/01/2021	04/01/2021	181.22
5415 - Allied Wholesale Electrical Supply, LLC	5629269	18-supplies for Miller Showers Irrigation	Paid by EFT # 39967	03/23/2021	03/23/2021	04/02/2021	04/01/2021	13.48
394 - Kleindorfer Hardware & Variety	691620	18-sloan valve kit	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	24.99
394 - Kleindorfer Hardware & Variety	691805	18-washers/bolts	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	5.60
394 - Kleindorfer Hardware & Variety	707726	18-supplies for grills, light poles, etc.	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	114.27
394 - Kleindorfer Hardware & Variety	707729	18-Rotary lazer kit	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	625.00
394 - Kleindorfer Hardware & Variety	707887	18-brass caps	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	27.96
394 - Kleindorfer Hardware & Variety	707689	18-supplies for use with power washer	Paid by EFT # 40060	03/23/2021	03/23/2021	04/02/2021	04/01/2021	26.06
394 - Kleindorfer Hardware & Variety	707884	18-hardware for Miller Showers North	Paid by EFT # 40060	03/23/2021	03/23/2021	04/02/2021	04/01/2021	8.91
6262 - Koenig Equipment, INC	P21301	18-oil filters	Paid by EFT # 40061	03/23/2021	03/23/2021	04/02/2021	04/01/2021	17.39
6262 - Koenig Equipment, INC	P21346	18-Replacement mower deck & related parts for	Paid by EFT # 40061	03/23/2021	03/23/2021	04/02/2021	04/01/2021	2,137.17
4443 - The Sherwin Williams Company	1783-3	18-paint and supplies for SYMB	Paid by EFT # 40121	03/23/2021	03/23/2021	04/01/2021	04/01/2021	170.91
11611 - Woods Electrical Contractors, INC	2101BLIN E	18-Materials to retrofit/replace (1) B-Line	Paid by EFT # 40138	03/23/2021	03/23/2021	04/02/2021	04/01/2021	1,203.82
11611 - Woods Electrical Contractors, INC	2101COB SWIT	18-Materials & labor to replace driver & tighten	Paid by EFT # 40138	03/23/2021	03/23/2021	04/02/2021	04/01/2021	71.40

Account 52340 - Other Repairs and Maintenance Totals

Invoice Transactions 15

\$5,208.56

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	466618	18-materials for landscape room at SYM	Paid by EFT # 39982	03/23/2021	03/23/2021	04/02/2021	04/01/2021	20.86
----------------------------	--------	--	---------------------	------------	------------	------------	------------	-------



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

651 - Engraving & Stamp Center, INC	36923	18-Door sign for SYP Workroom/Storage @	Paid by EFT # 40019	03/23/2021	03/23/2021	04/01/2021	04/01/2021	21.40
651 - Engraving & Stamp Center, INC	36870	18-(7) door signs for SYMB	Paid by EFT # 40019	03/23/2021	03/23/2021	04/02/2021	04/01/2021	111.40
313 - Fastenal Company	INBLM222880	18-(20) cs dog waste bags (40,000 bags)	Paid by EFT # 40023	03/23/2021	03/23/2021	04/02/2021	04/01/2021	1,292.00
4846 - Geneva Scientific, INC (Barco Products)	SORCO63790	18-(1) In-ground mounted 2-sided kiosk for RCA	Paid by Check # 73616	03/23/2021	03/23/2021	04/01/2021	04/01/2021	788.29
394 - Kleindorfer Hardware & Variety	707005	18-12' 5 lings	Paid by EFT # 40060	03/23/2021	03/23/2021	04/02/2021	04/01/2021	113.97
4526 - Momar, INC (Handyman)	PSI386776	18-(2) cs ea Blister Aero & Graffiti Monster(graffiti	Paid by EFT # 40075	03/23/2021	03/23/2021	04/01/2021	04/01/2021	831.36
				Account 52420 - Other Supplies Totals		Invoice Transactions 7		\$3,179.28
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001033121	18-Water Sewer Charges February Charges 4159-	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	1,138.76
208 - City Of Bloomington Utilities	41294-001033121	18-Water Sewer Charges February 41294-001	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	129.79
208 - City Of Bloomington Utilities	14187-001033121	18-Water Sewer Charges February 14187-001	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	1,753.45
208 - City Of Bloomington Utilities	39530-002033121	18-Water Sewer Charges February 39530-002	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	42.92
				Account 53530 - Water and Sewer Totals		Invoice Transactions 4		\$3,064.92
Account 53650 - Other Repairs								
11611 - Woods Electrical Contractors, INC	2101BLIN E	18-Materials to retrofit/replace (1) B-Line	Paid by EFT # 40138	03/23/2021	03/23/2021	04/02/2021	04/01/2021	725.00
11611 - Woods Electrical Contractors, INC	2101COB SWIT	18-Materials & labor to replace driver & tighten	Paid by EFT # 40138	03/23/2021	03/23/2021	04/02/2021	04/01/2021	362.50
				Account 53650 - Other Repairs Totals		Invoice Transactions 2		\$1,087.50
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	001824779013	18-Uniform & mat cleaning services	Paid by EFT # 39974	03/23/2021	03/23/2021	04/01/2021	04/01/2021	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	1824769267	18-Uniform & mat cleaning services	Paid by EFT # 39974	03/23/2021	03/23/2021	04/01/2021	04/01/2021	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	1824759423	18-Uniform & mat cleaning service	Paid by EFT # 39974	03/23/2021	03/23/2021	04/02/2021	04/01/2021	21.31
19171 - Aramark Uniform & Career Apparel Group, INC	1824749583	18-Uniform & mat cleaning services	Paid by EFT # 39974	03/23/2021	03/23/2021	04/02/2021	04/01/2021	21.31



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

4175 - The Stables Events, LLC (Izzy's Rentals)	12517	18-Pumping & of (9) port-a-lets	Paid by EFT # 40122	03/23/2021	03/23/2021	04/02/2021	04/01/2021	640.00
Account 53920 - Laundry and Other Sanitation Services Totals						Invoice Transactions 5		\$725.24
Account 53990 - Other Services and Charges								
14312 - Baker Stone Work, INC	March 17, 2021	18-(3) projects for wall & stone repairs & tuckpoint	Paid by EFT # 39978	03/23/2021	03/23/2021	04/01/2021	04/01/2021	4,200.00
50722 - Bloomington Bagel Co., INC	000618	18-(2) bxs coffee for seasonal staff training	Paid by EFT # 39984	03/23/2021	03/23/2021	04/01/2021	04/01/2021	35.50
5819 - Synchrony Bank	2755	18-Snacks/beverages for stf. trng, (3) bxs masks &	Paid by Check # 73629	03/23/2021	03/23/2021	04/01/2021	04/01/2021	105.09
Account 53990 - Other Services and Charges Totals						Invoice Transactions 3		\$4,340.59
Program 189000 - Operations Totals						Invoice Transactions 45		\$19,552.68
Program 189006 - Switchyard Property								
Account 52210 - Institutional Supplies								
51857 - Flex-Pac, INC	I295838	18 SYP misc institutional supplies	Paid by Check # 73615	03/23/2021	03/23/2021	04/01/2021	04/01/2021	196.49
51857 - Flex-Pac, INC	I295838-01	18 SYP Microfiber cleaning cloths	Paid by Check # 73615	03/23/2021	03/23/2021	04/01/2021	04/01/2021	10.80
51857 - Flex-Pac, INC	I295838-02	18 SYP waterfree lactic acid urinal cleaner	Paid by Check # 73615	03/23/2021	03/23/2021	04/01/2021	04/01/2021	60.57
Account 52210 - Institutional Supplies Totals						Invoice Transactions 3		\$267.86
Account 52310 - Building Materials and Supplies								
409 - Black Lumber Co. INC	467544	18 SYP materials for SYP storage room at SYM	Paid by EFT # 39982	03/23/2021	03/23/2021	04/01/2021	04/01/2021	914.50
409 - Black Lumber Co. INC	467528	18 SYP Fasteners/hardware for	Paid by EFT # 39982	03/23/2021	03/23/2021	04/01/2021	04/01/2021	32.88
409 - Black Lumber Co. INC	466985	18 SYP Wood materials for Pavilion column "cane	Paid by EFT # 39982	03/23/2021	03/23/2021	04/02/2021	04/01/2021	343.00
394 - Kleindorfer Hardware & Variety	707062	18 SYP Misc Hardware	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	110.52
394 - Kleindorfer Hardware & Variety	707202	18 SYP Materials for installing parking signage	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	23.76
394 - Kleindorfer Hardware & Variety	710594	18 SYP concrete for parking signposts (LEED)	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	20.00
394 - Kleindorfer Hardware & Variety	707256	18 SYP Misc Hardware for playground equipment	Paid by EFT # 40060	03/23/2021	03/23/2021	04/02/2021	04/01/2021	12.68
394 - Kleindorfer Hardware & Variety	708684	18 SYP Misc Hardware for out in the park	Paid by EFT # 40060	03/23/2021	03/23/2021	04/02/2021	04/01/2021	40.77
5819 - Synchrony Bank	444899648333	18 SYP Filters for Outdoor Bottle Fountain	Paid by EFT # 40114	03/23/2021	03/23/2021	04/01/2021	04/01/2021	61.36
5819 - Synchrony Bank	997545499877	18 SYP Waterless urinal cartridges and door stops	Paid by EFT # 40114	03/23/2021	03/23/2021	04/02/2021	04/01/2021	402.62



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

5819 - Synchrony Bank	658454939 434	18 SYP 2x25 gallon trash cans for Police	Paid by EFT # 40114	03/23/2021	03/23/2021	04/01/2021	04/01/2021	146.92
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 11								\$2,109.01
Account 52420 - Other Supplies								
9523 - Freedom Business Solutions, LLC	12079	18 SYP toner and service to printer	Paid by EFT # 40025	03/23/2021	03/23/2021	04/01/2021	04/01/2021	160.00
9523 - Freedom Business Solutions, LLC	12082	18 SYP toner and service to printer	Paid by EFT # 40025	03/23/2021	03/23/2021	04/01/2021	04/01/2021	65.00
394 - Kleindorfer Hardware & Variety	710537	18-marking paint, hex bit, weather outlet, WD40	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	20.97
394 - Kleindorfer Hardware & Variety	706488	18 SYP misc hardware for staff toolbox	Paid by EFT # 40060	03/23/2021	03/23/2021	04/02/2021	04/01/2021	53.91
Account 52420 - Other Supplies Totals Invoice Transactions 4								\$299.88
Account 53910 - Dues and Subscriptions								
199 - Monroe County Government	2021 SYP	18 2021 SYP Spray Pad Permit Fee	Paid by Check # 73624	03/23/2021	03/23/2021	04/02/2021	04/01/2021	250.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1								\$250.00
Account 53920 - Laundry and Other Sanitation Services								
53657 - Plymate, INC	2999613	18 SYP Vestibule Rug Service	Paid by EFT # 40093	03/23/2021	03/23/2021	04/01/2021	04/01/2021	111.33
53657 - Plymate, INC	2992975	18 SYP Vestibule Rug Service	Paid by EFT # 40093	03/23/2021	03/23/2021	04/02/2021	04/01/2021	113.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 2								\$224.33
Program 189006 - Switchyard Property Totals Invoice Transactions 21								\$3,151.08
Program 189500 - Landscaping								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	707192	18-bolts	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	3.86
394 - Kleindorfer Hardware & Variety	707323	18-marking flags, lysol wipes	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	15.98
Account 52420 - Other Supplies Totals Invoice Transactions 2								\$19.84
Account 53130 - Medical								
231 - IU Health OCC Health Services	00115685- 00	18- Hep B vaccines	Paid by EFT # 40051	03/23/2021	03/23/2021	04/01/2021	04/01/2021	121.00
231 - IU Health OCC Health Services	00115687- 00	18- Hep B vaccines	Paid by EFT # 40051	03/23/2021	03/23/2021	04/01/2021	04/01/2021	121.00
231 - IU Health OCC Health Services	00115684- 00	18- Hep B vaccines	Paid by EFT # 40051	03/23/2021	03/23/2021	04/01/2021	04/01/2021	121.00
Account 53130 - Medical Totals Invoice Transactions 3								\$363.00
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	4159-001 033121	18-Water Sewer Charges February Charges 4159-	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	140.85



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

208 - City Of Bloomington Utilities	14187-001 033121	18-Water Sewer Charges February 14187-001	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	94.78	
Account 53530 - Water and Sewer Totals								Invoice Transactions 2	\$235.63
Program 189500 - Landscaping Totals								Invoice Transactions 7	\$618.47
Program 189501 - Cemeteries									
Account 52310 - Building Materials and Supplies									
351 - Young Trucking, INC	110456	18-(13) tons river rock for Rose Hill Cemetery (plaza	Paid by EFT # 40140	03/23/2021	03/23/2021	04/01/2021	04/01/2021	446.93	
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions 1	\$446.93
Account 52420 - Other Supplies									
394 - Kleindorfer Hardware & Variety	708328	18-rain coats	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	25.98	
394 - Kleindorfer Hardware & Variety	709387	18-key caps, ear muffs	Paid by EFT # 40060	03/23/2021	03/23/2021	04/01/2021	04/01/2021	28.18	
Account 52420 - Other Supplies Totals								Invoice Transactions 2	\$54.16
Account 53530 - Water and Sewer									
208 - City Of Bloomington Utilities	41294-001 033121	18-Water Sewer Charges February 41294-001	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	336.31	
Account 53530 - Water and Sewer Totals								Invoice Transactions 1	\$336.31
Account 53990 - Other Services and Charges									
14312 - Baker Stone Work, INC	March 17, 2021	18-(3) projects for wall & stone repairs & tuckpoiint	Paid by EFT # 39978	03/23/2021	03/23/2021	04/01/2021	04/01/2021	1,025.00	
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1	\$1,025.00
Program 189501 - Cemeteries Totals								Invoice Transactions 5	\$1,862.40
Program 189503 - Urban Forestry									
Account 53130 - Medical									
231 - IU Health OCC Health Services	00115392-00	18- Hep B vaccines	Paid by EFT # 40051	03/23/2021	03/23/2021	04/01/2021	04/01/2021	121.00	
Account 53130 - Medical Totals								Invoice Transactions 1	\$121.00
Account 53990 - Other Services and Charges									
208 - City Of Bloomington Utilities	2021-00000001	18-Beech tree removal @ WHB Park(Hidden River Project)	Paid by Check # 73609	03/23/2021	03/23/2021	04/01/2021	04/01/2021	1,650.00	
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1	\$1,650.00
Program 189503 - Urban Forestry Totals								Invoice Transactions 2	\$1,771.00
Department 18 - Parks & Recreation Totals								Invoice Transactions 123	\$48,535.02
Fund 200 - Parks and Recreation Gen (\$1301) Totals								Invoice Transactions 123	\$48,535.02
Fund 201 - Parks and Rec Non Reverting									



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

Department 18 - Parks & Recreation
Program 181001 - Health & Wellness
Account 52420 - Other Supplies

54546 - Charles Y Coghlan, DMD (Office Easel)	102597A	18 - hats for Winter Wander	Paid by EFT # 39997	03/23/2021	03/23/2021	04/01/2021	04/01/2021	440.07
Account 52420 - Other Supplies Totals				Invoice Transactions 1				<u>\$440.07</u>
Program 181001 - Health & Wellness Totals				Invoice Transactions 1				<u>\$440.07</u>

Program 183500 - Golf Services

Account 52330 - Street , Alley, and Sewer Material

205 - City Of Bloomington	316490	18 - Best Beers	Paid by Check # 73607	03/23/2021	03/23/2021	04/01/2021	04/01/2021	1,818.25
205 - City Of Bloomington	561387	18 - Monarch	Paid by Check # 73608	03/23/2021	03/23/2021	04/01/2021	04/01/2021	713.75
5969 - Coca Cola Bottling CO. Consolidated	205620636 9	18 - Cascades - Bottled Drinks / BIBs	Paid by EFT # 40005	03/23/2021	03/23/2021	04/02/2021	04/01/2021	525.75
5969 - Coca Cola Bottling CO. Consolidated	205620643 3	18 - Cascades - Bottled Drinks / BIBs	Paid by EFT # 40005	03/23/2021	03/23/2021	04/02/2021	04/01/2021	616.77
199 - Monroe County Government	1-01-2021	18 - Cascades Food Season License	Paid by Check # 73623	03/23/2021	03/23/2021	04/01/2021	04/01/2021	100.00
5819 - Synchrony Bank	2075	18 - Snack Bar items	Paid by Check # 73629	03/23/2021	03/23/2021	04/01/2021	04/01/2021	205.78
5819 - Synchrony Bank	814	18 - Snack Bar items	Paid by Check # 73629	03/23/2021	03/23/2021	04/02/2021	04/01/2021	168.82
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 7				<u>\$4,149.12</u>
Program 183500 - Golf Services Totals				Invoice Transactions 7				<u>\$4,149.12</u>

Program 183501 - Golf Course - Pro Shop

Account 43340 - Pro Shop Sales

204 - State Of Indiana	Feb 2021 Sales T	18-February 2020 Sales Tax	Paid by EFT # 39945	03/18/2021	03/18/2021	03/18/2021	03/18/2021	75.24
Account 43340 - Pro Shop Sales Totals				Invoice Transactions 1				<u>\$75.24</u>

Account 52330 - Street , Alley, and Sewer Material

4072 - Acushnet Company	300309537	18 - Credit Memo	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	(908.00)
4072 - Acushnet Company	910430467	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	6,815.23
4072 - Acushnet Company	910482413	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	560.09
4072 - Acushnet Company	910495273	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	572.52
4072 - Acushnet Company	910526352	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	116.45



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

4072 - Acushnet Company	910526354	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	275.83
4072 - Acushnet Company	910532926	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	275.83
4072 - Acushnet Company	910558812	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	196.43
4072 - Acushnet Company	300308519	18 - Credit Memo	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	(852.00)
4072 - Acushnet Company	910310961	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	1,080.22
4072 - Acushnet Company	910332972	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	641.80
4072 - Acushnet Company	910388238	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	158.78
4072 - Acushnet Company	910458495	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	121.76
4072 - Acushnet Company	910458509	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	275.82
4072 - Acushnet Company	910466637	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	275.82
4072 - Acushnet Company	910469335	18-pro shop items	Paid by Check # 73602	03/23/2021	03/23/2021	04/01/2021	04/01/2021	843.23
7230 - Antigua Group INC	AIN- 1731177	18 - Golf Shirts	Paid by EFT # 39972	03/23/2021	03/23/2021	04/02/2021	04/01/2021	397.73
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV142429 2	18 - Towels	Paid by Check # 73611	03/23/2021	03/23/2021	04/01/2021	04/01/2021	664.12
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV142188 5	18 - Push Carts	Paid by Check # 73611	03/23/2021	03/23/2021	04/01/2021	04/01/2021	634.00
3978 - J & M Golf, INC	0617698- IN	18-pro shop items	Paid by EFT # 40052	03/23/2021	03/23/2021	04/01/2021	04/01/2021	70.02
4746 - O Sportswear, LLC	ARINV- 309705	18 - Pro Shop orders	Paid by EFT # 40085	03/23/2021	03/23/2021	04/02/2021	04/01/2021	448.00
4746 - O Sportswear, LLC	ARINV- 309869	18-pro shop items	Paid by EFT # 40085	03/23/2021	03/23/2021	04/02/2021	04/01/2021	80.00
53619 - Ping, INC	15514034	18-pro shop items	Paid by EFT # 40092	03/23/2021	03/23/2021	04/01/2021	04/01/2021	3,200.95
53619 - Ping, INC	15530340	18-pro shop items	Paid by EFT # 40092	03/23/2021	03/23/2021	04/01/2021	04/01/2021	284.62
53619 - Ping, INC	15534898	18-pro shop items	Paid by EFT # 40092	03/23/2021	03/23/2021	04/01/2021	04/01/2021	1,362.66
53619 - Ping, INC	15581331	18-pro shop items	Paid by EFT # 40092	03/23/2021	03/23/2021	04/01/2021	04/01/2021	130.55



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

5590 - Zero Friction, LLC	144664	18 - Gloves	Paid by EFT # 40141	03/23/2021	03/23/2021	04/01/2021	04/01/2021	275.49
Account 52330 - Street , Alley, and Sewer Material Totals						Invoice Transactions 27		\$17,997.95
Program 183501 - Golf Course - Pro Shop Totals						Invoice Transactions 28		\$18,073.19
Program 184500 - Youth Services -Juke Box								
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 033121	18-Water Sewer Charges February 14187-001	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	87.89
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$87.89
Program 184500 - Youth Services -Juke Box Totals						Invoice Transactions 1		\$87.89
Program 185000 - Twin Lakes Recreation Center								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Feb 2021 Sales T	18-February 2020 Sales Tax	Paid by EFT # 39945	03/18/2021	03/18/2021	03/18/2021	03/18/2021	291.76
Account 43220 - Facility Rentals Totals						Invoice Transactions 1		\$291.76
Account 52310 - Building Materials and Supplies								
50637 - Bender Lumber Company INC	1 235236	18 - TLRC Maintenance & Hardware Supplies	Paid by EFT # 39981	03/23/2021	03/23/2021	04/01/2021	04/01/2021	58.02
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 1		\$58.02
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	39530-002 033121	18-Water Sewer Charges February 39530-002	Paid by Check # 73577	03/17/2021	03/17/2021	03/17/2021	03/17/2021	537.23
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$537.23
Account 53610 - Building Repairs								
53657 - Plymate, INC	2997953	18 - TLRC Entry Mat Service	Paid by EFT # 40093	03/23/2021	03/23/2021	04/01/2021	04/01/2021	78.62
Account 53610 - Building Repairs Totals						Invoice Transactions 1		\$78.62
Account 53950 - Landfill								
2260 - Republic Services, INC	0694- 002705760	18-Landfill April Charges TLRC	Paid by EFT # 40096	03/23/2021	03/23/2021	04/01/2021	04/01/2021	225.00
Account 53950 - Landfill Totals						Invoice Transactions 1		\$225.00
Program 185000 - Twin Lakes Recreation Center Totals						Invoice Transactions 5		\$1,190.63
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	031221	18-TLRC Fitness Specialist	Paid by EFT # 39979	03/23/2021	03/23/2021	04/01/2021	04/01/2021	143.75
7276 - Kaitlyn Clementi	031821	18-TLRC Fitness Specialist	Paid by EFT # 40004	03/23/2021	03/23/2021	04/01/2021	04/01/2021	210.00



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

7086 - Rivkah L Moore	031921	18-TLRC - Personal Training payment	Paid by EFT # 40078	03/23/2021	03/23/2021	04/01/2021	04/01/2021	375.00
1973 - Megan M Stark	031921	18-TLRC Fitness Specialist	Paid by EFT # 40112	03/23/2021	03/23/2021	04/01/2021	04/01/2021	210.00
7440 - William Tuttle	031121	18-TLRC Fitness Specialist	Paid by EFT # 40134	03/23/2021	03/23/2021	04/01/2021	04/01/2021	106.25
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 5	\$1,045.00
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 5	\$1,045.00
Program 185006 - TLRC-Concessions								
Account 43290 - Concessions								
204 - State Of Indiana	Feb 2021 Sales T	18-February 2020 Sales Tax	Paid by EFT # 39945	03/18/2021	03/18/2021	03/18/2021	03/18/2021	27.31
Account 43290 - Concessions Totals							Invoice Transactions 1	\$27.31
Account 52330 - Street , Alley, and Sewer Material								
5819 - Synchrony Bank	1640	18-TLRC Concessions Purchase	Paid by Check # 73629	03/23/2021	03/23/2021	04/01/2021	04/01/2021	121.66
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 1	\$121.66
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 2	\$148.97
Program 189003 - Operations-Open Shelters								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Feb 2021 Sales T	18-February 2020 Sales Tax	Paid by EFT # 39945	03/18/2021	03/18/2021	03/18/2021	03/18/2021	50.59
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	\$50.59
Program 189003 - Operations-Open Shelters Totals							Invoice Transactions 1	\$50.59
Program 189006 - Switchyard Property								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Feb 2021 Sales T	18-February 2020 Sales Tax	Paid by EFT # 39945	03/18/2021	03/18/2021	03/18/2021	03/18/2021	87.66
Account 43220 - Facility Rentals Totals							Invoice Transactions 1	\$87.66
Program 189006 - Switchyard Property Totals							Invoice Transactions 1	\$87.66
Program 189503 - Urban Forestry								
Account 53990 - Other Services and Charges								
11693 - The Award Center, INC	60184	18-Downtown memorial tree plaque Sheila	Paid by EFT # 40119	03/23/2021	03/23/2021	04/01/2021	04/01/2021	259.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$259.00
Program 189503 - Urban Forestry Totals							Invoice Transactions 1	\$259.00
Department 18 - Parks & Recreation Totals							Invoice Transactions 52	\$25,532.12
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions 52	\$25,532.12

Fund 977 - Parks 2016 GO Bond Proceeds
Department 18 - Parks & Recreation



Board of Park & Recreation Claim Register

Invoice Date Range 03/17/21 - 04/02/21

Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP

Account 54510 - Other Capital Outlays

7548 - Shepherd's Construction Company, INC	4807	18- Peoples Park Surface and Lighting	Paid by EFT # 40103	03/23/2021	03/23/2021	04/01/2021	04/01/2021	3,400.00
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 1				\$3,400.00
Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP Totals				Invoice Transactions 1				\$3,400.00

Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP

Account 54510 - Other Capital Outlays

818 - Everywhere Signs, LLC	57490C	18- Repositioning of sculpture/bench @	Paid by EFT # 40022	03/23/2021	03/23/2021	04/01/2021	04/01/2021	460.00
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 1				\$460.00
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals				Invoice Transactions 1				\$460.00

Program 18016D - 2016 D Lower Cascades

Account 54510 - Other Capital Outlays

818 - Everywhere Signs, LLC	57694	18- Road Closed Signs for Lower Cascades	Paid by EFT # 40022	03/23/2021	03/23/2021	04/02/2021	04/01/2021	70.00
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 1				\$70.00
Program 18016D - 2016 D Lower Cascades Totals				Invoice Transactions 1				\$70.00

Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA

Account 54510 - Other Capital Outlays

3054 - Sinclair Recreation, LLC (GameTime)	PJI- 0155726	18-(1) Expression Swing for Butler Park	Paid by EFT # 40106	03/23/2021	03/23/2021	04/01/2021	04/01/2021	1,565.66
351 - Young Trucking, INC	110455	18-(8) tons #11 stone for Butler Park Playground	Paid by EFT # 40140	03/23/2021	03/23/2021	04/01/2021	04/01/2021	340.37
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 2				\$1,906.03
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals				Invoice Transactions 2				\$1,906.03
Department 18 - Parks & Recreation Totals				Invoice Transactions 5				\$5,836.03
Fund 977 - Parks 2016 GO Bond Proceeds Totals				Invoice Transactions 5				\$5,836.03
Grand Totals				Invoice Transactions 180				\$79,903.17

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/2/2021	Claims				79,903.17
					<u>79,903.17</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 79,903.17

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office_____



Board of Park & Recreation Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	1906565	18- Post it notes, binder, paper clips, binder clips	Paid by EFT # 40282		04/06/2021	04/06/2021	04/16/2021		04/16/2021	85.50
5099 - Office Three Sixty, INC	1906565B1	18-binder clips	Paid by EFT # 40282		04/06/2021	04/06/2021	04/16/2021		04/16/2021	2.96
Account 52110 - Office Supplies Totals							Invoice Transactions 2			\$88.46
Account 52420 - Other Supplies										
5968 - CardConnect Corp.	INV00036086	18-Credit Card Readers TLRC/FSC/TLSP/Showers	Paid by EFT # 40204		04/06/2021	04/06/2021	04/16/2021		04/16/2021	2,307.00
3560 - First Financial Bank / Credit Cards	461085490001379	18- March CC Charges Supplies	Paid by Check # 73662		04/06/2021	04/06/2021	04/16/2021		04/16/2021	19.94
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$2,326.94
Account 53750 - Rentals - Other										
933 - United States Postal Service	2021 PO BOX 848	18- Renewal Lease PO Box 848	Paid by Check # 73682		04/06/2021	04/06/2021	04/16/2021		04/16/2021	466.00
Account 53750 - Rentals - Other Totals							Invoice Transactions 1			\$466.00
Program 181000 - Administration Totals							Invoice Transactions 5			\$2,881.40
Program 181100 - Marketing										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	1503470	18- March CC Charges - Issuu PDF	Paid by Check # 73662		04/06/2021	04/06/2021	04/16/2021		04/16/2021	360.00
3560 - First Financial Bank / Credit Cards	INT210314-6811-5	18- March CC Charges - Renewal Jotform	Paid by Check # 73662		04/06/2021	04/06/2021	04/16/2021		04/16/2021	417.30
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 2			\$777.30
Account 53990 - Other Services and Charges										
129 - FedEx Office and Print Service, INC	021100042302	18-laminate Griffy Lake and Pool posters	Paid by EFT # 40229		04/06/2021	04/06/2021	04/16/2021		04/16/2021	87.71
129 - FedEx Office and Print Service, INC	021100042308	18-laminate Griffy Lake info and interpretive	Paid by EFT # 40229		04/06/2021	04/06/2021	04/16/2021		04/16/2021	154.38
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$242.09
Program 181100 - Marketing Totals							Invoice Transactions 4			\$1,019.39
Program 182001 - Aquatics - Bryan Pool										
Account 53990 - Other Services and Charges										
199 - Monroe County Government	21 Bryan Conc	18 - Bryan Pool Concession Permit	Paid by Check # 73671		04/06/2021	04/06/2021	04/16/2021		04/16/2021	100.00
199 - Monroe County Government	2021 Pool Permit	18-Bryan Pool Permit	Paid by Check # 73672		04/06/2021	04/06/2021	04/16/2021		04/16/2021	255.00



Board of Park & Recreation Claim Register

Invoice Date Range 03/31/21 - 04/16/21

			Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		\$355.00
			Program 182001 - Aquatics - Bryan Pool Totals			Invoice Transactions 2		\$355.00
Program 182002 - Aquatics - Mills Pool								
Account 53990 - Other Services and Charges								
199 - Monroe County Government	2021 Mill Permit	18 - Mills Pool Permit	Paid by Check # 73673	04/06/2021	04/06/2021	04/16/2021	04/16/2021	127.50
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$127.50
			Program 182002 - Aquatics - Mills Pool Totals			Invoice Transactions 1		\$127.50
Program 182500 - Frank Southern Center								
Account 52420 - Other Supplies								
5968 - CardConnect Corp.	INV00036086	18-Credit Card Readers TLRC/FSC/TLSP/Showers	Paid by EFT # 40204	04/06/2021	04/06/2021	04/16/2021	04/16/2021	1,718.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$1,718.00
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC02-2021	18-CC Parks BankFees for Feb 2021	Paid by EFT # 40165	03/31/2021	03/31/2021	03/31/2021	03/31/2021	85.15
			Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$85.15
			Program 182500 - Frank Southern Center Totals			Invoice Transactions 2		\$1,803.15
Program 183500 - Golf Services								
Account 52220 - Agricultural Supplies								
4458 - SiteOne Landscape Supply Holding, LLC	106871612-001	18 - Proxy Chemical	Paid by EFT # 40301	04/06/2021	04/06/2021	04/16/2021	04/16/2021	470.26
			Account 52220 - Agricultural Supplies Totals			Invoice Transactions 1		\$470.26
Account 52430 - Uniforms and Tools								
453 - ULINE, INC	131294247	18 - Anti Fatigue Mats	Paid by EFT # 40323	04/06/2021	04/06/2021	04/16/2021	04/16/2021	83.23
			Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1		\$83.23
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC02-2021	18-CC Parks BankFees for Feb 2021	Paid by EFT # 40165	03/31/2021	03/31/2021	03/31/2021	03/31/2021	87.84
			Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$87.84
			Program 183500 - Golf Services Totals			Invoice Transactions 3		\$641.33
Program 184000 - Natural Resources								
Account 52210 - Institutional Supplies								
3560 - First Financial Bank / Credit Cards	461085490001379	18- March CC Charges Supplies	Paid by Check # 73662	04/06/2021	04/06/2021	04/16/2021	04/16/2021	5.88
5819 - Synchrony Bank	567887439457	18-Amazon Griffy supplies for boathouse	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	23.98
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 2		\$29.86
Account 52420 - Other Supplies								



Board of Park & Recreation Claim Register

Invoice Date Range 03/31/21 - 04/16/21

5819 - Synchrony Bank	473957943553	18- Amazon Kevlar Skid Plates Griffy Lake	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	42.98
5819 - Synchrony Bank	567887439457	18-Amazon Griffy supplies for boathouse	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	26.32
5819 - Synchrony Bank	696943645788	18- Amazon Whiteboard Griffy NR programs &	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	17.91
5819 - Synchrony Bank	895594383344	18- Amazon Life Cycle of a Plant Leaning Chart NR	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	8.51
Account 52420 - Other Supplies Totals Invoice Transactions 4								<u>\$95.72</u>
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T94336	18- Parks Staff Tshirts	Paid by EFT # 40310	04/06/2021	04/06/2021	04/16/2021	04/16/2021	105.00
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1								<u>\$105.00</u>
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC02-2021	18-CC Parks BankFees for Feb 2021	Paid by EFT # 40165	03/31/2021	03/31/2021	03/31/2021	03/31/2021	3.95
Account 53830 - Bank Charges Totals Invoice Transactions 1								<u>\$3.95</u>
Account 53990 - Other Services and Charges								
7442 - Western EcoSystems Technology, INC	76185	18- Griffy Lake Master Plan Update	Paid by EFT # 40326	04/06/2021	04/06/2021	04/16/2021	04/16/2021	1,813.75
Account 53990 - Other Services and Charges Totals Invoice Transactions 1								<u>\$1,813.75</u>
Program 184000 - Natural Resources Totals Invoice Transactions 9								<u>\$2,048.28</u>
Program 186500 - Community Events								
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards	461085490001379	18- March CC Charges Supplies	Paid by Check # 73662	04/06/2021	04/06/2021	04/16/2021	04/16/2021	37.54
5819 - Synchrony Bank	958837499344	18-Amazon Community Events supplies for	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	69.99
Account 52420 - Other Supplies Totals Invoice Transactions 2								<u>\$107.53</u>
Program 186500 - Community Events Totals Invoice Transactions 2								<u>\$107.53</u>
Program 187001 - Adult Sports-Softball								
Account 52420 - Other Supplies								
5968 - CardConnect Corp.	INV00036086	18-Credit Card Readers TLRC/FSC/TLSP/Showers	Paid by EFT # 40204	04/06/2021	04/06/2021	04/16/2021	04/16/2021	859.00
394 - Kleindorfer Hardware & Variety	708259	18 TLSP Misc hand tools, hardware, safety	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	300.73
394 - Kleindorfer Hardware & Variety	708260	18-propane torch kit, rope	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	66.98
394 - Kleindorfer Hardware & Variety	708452	18-gloves, safety glasses, tlt brushes	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	20.54
394 - Kleindorfer Hardware & Variety	708407	18 TLSP allen wrench, washers, allen bolts	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	9.26
Account 52420 - Other Supplies Totals Invoice Transactions 5								<u>\$1,256.51</u>



Board of Park & Recreation Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	ParksCC02-2021	18-CC Parks BankFees for Feb 2021	Paid by EFT # 40165	03/31/2021	03/31/2021	03/31/2021	03/31/2021	85.16
Account 53830 - Bank Charges Totals							Invoice Transactions 1	\$85.16
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 6	\$1,341.67

Program 187202 - Youth Sports-Winslow

Account 52340 - Other Repairs and Maintenance

394 - Kleindorfer Hardware & Variety	691762	18 - Winslow zippie ties, nozzle, pruner, hedge	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	209.64
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1	\$209.64

Account 53630 - Machinery and Equipment Repairs

6262 - Koenig Equipment, INC	P21631	18 - Winslow mower seasonal maintenance	Paid by EFT # 40263	04/06/2021	04/06/2021	04/16/2021	04/16/2021	193.72
6262 - Koenig Equipment, INC	P21656	18 - Winslow mower seasonal maintenance	Paid by EFT # 40263	04/06/2021	04/06/2021	04/16/2021	04/16/2021	70.53
Account 53630 - Machinery and Equipment Repairs Totals							Invoice Transactions 2	\$264.25

Account 53950 - Landfill

2260 - Republic Services, INC	0694-002710854	18-Landfill March April Charges Winslow	Paid by EFT # 40167	04/05/2021	04/05/2021	04/05/2021	04/05/2021	457.73
Account 53950 - Landfill Totals							Invoice Transactions 1	\$457.73
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions 4	\$931.62

Program 187500 - Banneker

Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards	461085490001379	18- March CC Charges Supplies	Paid by Check # 73662	04/06/2021	04/06/2021	04/16/2021	04/16/2021	89.92
5819 - Synchrony Bank	9288	18-BBCC-Misc. Program Items	Paid by Check # 73680	04/06/2021	04/06/2021	04/16/2021	04/16/2021	159.80
5819 - Synchrony Bank	2107	18-BBCC-TLI Cooking	Paid by Check # 73680	04/06/2021	04/06/2021	04/16/2021	04/16/2021	87.68
5819 - Synchrony Bank	0800	18-BBCC-Misc. Program Supplies	Paid by Check # 73680	04/06/2021	04/06/2021	04/16/2021	04/16/2021	195.84
Account 52420 - Other Supplies Totals							Invoice Transactions 4	\$533.24

Account 53630 - Machinery and Equipment Repairs

392 - Koorsen Fire & Security, INC	5370456	18-BBCC-Fire Extinguisher Inspection	Paid by EFT # 40264	04/06/2021	04/06/2021	04/16/2021	04/16/2021	348.65
Account 53630 - Machinery and Equipment Repairs Totals							Invoice Transactions 1	\$348.65

Account 53990 - Other Services and Charges

204 - State Of Indiana	62009	18-Background Checks Banneker	Paid by Check # 73676	04/06/2021	04/06/2021	04/16/2021	04/16/2021	7.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$7.00
Program 187500 - Banneker Totals							Invoice Transactions 6	\$888.89

Program 189000 - Operations



Board of Park & Recreation Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Account 52210 - Institutional Supplies

9269 - Ferguson Facilities Supply, HP Products #3400	0273155	18-Custodial supplies for shelters/restrooms & PPE	Paid by EFT # 40230	04/06/2021	04/06/2021	04/16/2021	04/16/2021	816.80
9269 - Ferguson Facilities Supply, HP Products #3400	0286988	18-Custodial supplies for shelters/restrooms	Paid by EFT # 40230	04/06/2021	04/06/2021	04/16/2021	04/16/2021	146.70
3560 - First Financial Bank / Credit Cards	461085490001379	18- March CC Charges	Paid by Check # 73662	04/06/2021	04/06/2021	04/16/2021	04/16/2021	29.84
5819 - Synchrony Bank	548943489438	18- Amazon BlueSeal Urinal Trap Liquid	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	397.48
Account 52210 - Institutional Supplies Totals Invoice Transactions 4								<u>\$1,390.82</u>

Account 52230 - Garage and Motor Supplies

394 - Kleindorfer Hardware & Variety	710931	18-air chuck, 3/8 comp fit	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	9.38
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 1								<u>\$9.38</u>

Account 52340 - Other Repairs and Maintenance

50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290026998	18-turf tire	Paid by EFT # 40193	04/06/2021	04/06/2021	04/16/2021	04/16/2021	54.32
48 - Continental Research Corporation	0024701	8-(1)gal Crete Cure concrete sealer (3rd St	Paid by EFT # 40216	04/06/2021	04/06/2021	04/16/2021	04/16/2021	433.18
394 - Kleindorfer Hardware & Variety	710652	18-80 lb concrete	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	14.00
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 3								<u>\$501.50</u>

Account 52420 - Other Supplies

4574 - John Deere Financial (Rural King)	L84071	06-air compressor 1 gal pancake	Paid by Check # 73667	04/06/2021	04/06/2021	04/16/2021	04/16/2021	74.99
818 - Everywhere Signs, LLC	57309	18-Replacement of Southeast Park sign (S	Paid by EFT # 40227	04/06/2021	04/06/2021	04/16/2021	04/16/2021	710.00
394 - Kleindorfer Hardware & Variety	691573	18-duct tape, velcro, gorilla tape, door stops,	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	75.60
5819 - Synchrony Bank	435664398648	18- Amazon No Touch Hands Free Door Opener	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	26.32
5819 - Synchrony Bank	676575354785	18- Amazon Timeclock for Ops	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	218.79
5819 - Synchrony Bank	683563545893	18-ribbon for acroprint	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	14.98
5819 - Synchrony Bank	998436536883	18- Amazon Heavy Duty Basketball Nets	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	624.40
Account 52420 - Other Supplies Totals Invoice Transactions 7								<u>\$1,745.08</u>

Account 52430 - Uniforms and Tools

17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T94341	18-Logo'd tee shirt & hoodies for seasonal	Paid by EFT # 40310	04/06/2021	04/06/2021	04/16/2021	04/16/2021	731.00
798 - Winters Associates Promotional Products, INC	113617	18-Logo'd uniform wear for new Division Director	Paid by EFT # 40328	04/06/2021	04/06/2021	04/16/2021	04/16/2021	136.98
Account 52430 - Uniforms and Tools Totals Invoice Transactions 2								<u>\$867.98</u>



Board of Park & Recreation Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	1824788682	18-Purchase of uniforms (J Barnes buy-out) to be	Paid by EFT # 40184	04/06/2021	04/06/2021	04/16/2021	04/16/2021	20.34
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 1								<u>\$20.34</u>

Account 53950 - Landfill

2260 - Republic Services, INC	0694-002710853	18-Landfill March Charges Ops	Paid by EFT # 40167	04/05/2021	04/05/2021	04/05/2021	04/05/2021	1,079.05
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290026383	18-Disposal of old tires from equipment & found	Paid by EFT # 40193	04/06/2021	04/06/2021	04/16/2021	04/16/2021	30.00
Account 53950 - Landfill Totals Invoice Transactions 2								<u>\$1,109.05</u>
Program 189000 - Operations Totals Invoice Transactions 20								<u>\$5,644.15</u>

Program 189006 - Switchyard Property

Account 52210 - Institutional Supplies

51857 - Flex-Pac, INC	I296865-02	18 SYP slip poc dust mops	Paid by Check # 73663	04/06/2021	04/06/2021	04/16/2021	04/16/2021	34.42
51857 - Flex-Pac, INC	I296865	19 SYP Misc institutional supplies	Paid by Check # 73663	04/06/2021	04/06/2021	04/16/2021	04/16/2021	528.81
51857 - Flex-Pac, INC	I296865-01	18 SYP Hand soap	Paid by Check # 73663	04/06/2021	04/06/2021	04/16/2021	04/16/2021	52.96
Account 52210 - Institutional Supplies Totals Invoice Transactions 3								<u>\$616.19</u>

Account 52240 - Fuel and Oil

394 - Kleindorfer Hardware & Variety	707716	18 SYP Fuel Mix for hand tools	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	84.60
Account 52240 - Fuel and Oil Totals Invoice Transactions 1								<u>\$84.60</u>

Account 52310 - Building Materials and Supplies

4574 - John Deere Financial (Rural King)	D02325	18 SYP Straw Erosion Blanket	Paid by Check # 73667	04/06/2021	04/06/2021	04/16/2021	04/16/2021	49.98
394 - Kleindorfer Hardware & Variety	691768	18 SYP (CREDIT) for fountain lines return	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	(35.98)
394 - Kleindorfer Hardware & Variety	708354	18 SYP bottle filler lines (part of replacing	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	35.98
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 3								<u>\$49.98</u>

Account 52420 - Other Supplies

9523 - Freedom Business Solutions, LLC	12051	18 SYP Toner for Printer	Paid by EFT # 40237	04/06/2021	04/06/2021	04/16/2021	04/16/2021	255.00
Account 52420 - Other Supplies Totals Invoice Transactions 1								<u>\$255.00</u>
Program 189006 - Switchyard Property Totals Invoice Transactions 8								<u>\$1,005.77</u>

Program 189500 - Landscaping

Account 52220 - Agricultural Supplies

52948 - Mays Greenhouse, LLC	29036	18- LAND plants	Paid by EFT # 40269	04/06/2021	04/06/2021	04/16/2021	04/16/2021	25.47
Account 52220 - Agricultural Supplies Totals Invoice Transactions 1								<u>\$25.47</u>



Board of Park & Recreation Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	691589	18-spade and handle	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	47.98
394 - Kleindorfer Hardware & Variety	691387	18-shovel handles	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	26.98
394 - Kleindorfer Hardware & Variety	691441	18-handles for shovels and T handle hex	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	32.47
5819 - Synchrony Bank	536356784867	18- Amazon Field Marking Paint	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	49.42
Account 52420 - Other Supplies Totals							Invoice Transactions 4	\$156.85

Account 52430 - Uniforms and Tools

17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T94341	18-Logo'd tee shirt & hoodies for seasonal	Paid by EFT # 40310	04/06/2021	04/06/2021	04/16/2021	04/16/2021	313.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1	\$313.00
Program 189500 - Landscaping Totals							Invoice Transactions 6	\$495.32

Program 189501 - Cemeteries

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	691909	18-keys made	Paid by EFT # 40262	04/06/2021	04/06/2021	04/16/2021	04/16/2021	7.50
Account 52420 - Other Supplies Totals							Invoice Transactions 1	\$7.50

Account 52430 - Uniforms and Tools

17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T94341	18-Logo'd tee shirt & hoodies for seasonal	Paid by EFT # 40310	04/06/2021	04/06/2021	04/16/2021	04/16/2021	139.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1	\$139.00
Program 189501 - Cemeteries Totals							Invoice Transactions 2	\$146.50

Program 189503 - Urban Forestry

Account 52430 - Uniforms and Tools

17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T94341	18-Logo'd tee shirt & hoodies for seasonal	Paid by EFT # 40310	04/06/2021	04/06/2021	04/16/2021	04/16/2021	92.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1	\$92.00

Account 53910 - Dues and Subscriptions

4408 - Environmental Systems Research Institute, INC ESRI	94002901a	18- Parks portion annual ESRI software renewal &	Paid by EFT # 40225	04/06/2021	04/06/2021	04/16/2021	04/16/2021	272.88
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1	\$272.88
Program 189503 - Urban Forestry Totals							Invoice Transactions 2	\$364.88
Department 18 - Parks & Recreation Totals							Invoice Transactions 82	\$19,802.38
Fund 200 - Parks and Recreation Gen (\$1301) Totals							Invoice Transactions 82	\$19,802.38

Fund 201 - Parks and Rec Non Reverting

Department 18 - Parks & Recreation

Program 181000 - Administration

Account 53830 - Bank Charges



Board of Park & Recreation Claim Register

Invoice Date Range 03/31/21 - 04/16/21

18844 - First Financial Bank, N.A.	ParksCC02-2021	18-CC Parks BankFees for Feb 2021	Paid by EFT # 40165	03/31/2021	03/31/2021	03/31/2021	03/31/2021	92.82
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$92.82
				Program 181000 - Administration Totals		Invoice Transactions 1		\$92.82
Program 182001 - Aquatics - Bryan Pool								
Account 52220 - Agricultural Supplies								
48 - Continental Research Corporation	0024613	18 - Continental Research Corporation	Paid by EFT # 40216	04/06/2021	04/06/2021	04/16/2021	04/16/2021	208.37
48 - Continental Research Corporation	0024801	18 - Pool Chemicals	Paid by EFT # 40216	04/06/2021	04/06/2021	04/16/2021	04/16/2021	166.70
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 2		\$375.07
Account 53990 - Other Services and Charges								
199 - Monroe County Government	2021 Pool Permit	18-Bryan Pool Permit	Paid by Check # 73672	04/06/2021	04/06/2021	04/16/2021	04/16/2021	245.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$245.00
				Program 182001 - Aquatics - Bryan Pool Totals		Invoice Transactions 3		\$620.07
Program 182002 - Aquatics - Mills Pool								
Account 52220 - Agricultural Supplies								
48 - Continental Research Corporation	0024613	18 - Continental Research Corporation	Paid by EFT # 40216	04/06/2021	04/06/2021	04/16/2021	04/16/2021	208.37
48 - Continental Research Corporation	0024801	18 - Pool Chemicals	Paid by EFT # 40216	04/06/2021	04/06/2021	04/16/2021	04/16/2021	166.70
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 2		\$375.07
Account 53990 - Other Services and Charges								
199 - Monroe County Government	2021 Mill Permit	18 - Mills Pool Permit	Paid by Check # 73673	04/06/2021	04/06/2021	04/16/2021	04/16/2021	122.50
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$122.50
				Program 182002 - Aquatics - Mills Pool Totals		Invoice Transactions 3		\$497.57
Program 183500 - Golf Services								
Account 52330 - Street , Alley, and Sewer Material								
38 - B & B Food Distributors, INC	255185	18 - Cascades Hotdogs/Sausage	Paid by EFT # 40186	04/06/2021	04/06/2021	04/16/2021	04/16/2021	272.36
205 - City Of Bloomington	578678	18 - Monarch	Paid by Check # 73661	04/06/2021	04/06/2021	04/16/2021	04/16/2021	306.75
5969 - Coca Cola Bottling CO. Consolidated	2056206624	18 - Cascades - Bottled Drinks / BIBs	Paid by EFT # 40214	04/06/2021	04/06/2021	04/16/2021	04/16/2021	263.75
5819 - Synchrony Bank	3718	18 - Snack Bar items	Paid by Check # 73680	04/06/2021	04/06/2021	04/16/2021	04/16/2021	94.92
5819 - Synchrony Bank	5112 033121	18 - Snack Bar items	Paid by Check # 73680	04/06/2021	04/06/2021	04/16/2021	04/16/2021	40.10
5819 - Synchrony Bank	3922	18 - Snack Bar items	Paid by Check # 73680	04/06/2021	04/06/2021	04/16/2021	04/16/2021	85.10



Board of Park & Recreation Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 6		\$1,062.98		
Account 52420 - Other Supplies								
5819 - Synchrony Bank	5113 033021	18-black bag, gloves	Paid by Check # 73680	04/06/2021	04/06/2021	04/16/2021	04/16/2021	25.62
Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$25.62		
Program 183500 - Golf Services Totals				Invoice Transactions 7		\$1,088.60		
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street , Alley, and Sewer Material								
3978 - J & M Golf, INC	0619686-IN	18 - Tees and misc	Paid by EFT # 40254	04/06/2021	04/06/2021	04/16/2021	04/16/2021	57.56
53619 - Ping, INC	15625879	18-pro shop items	Paid by EFT # 40286	04/06/2021	04/06/2021	04/16/2021	04/16/2021	510.87
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 2		\$568.43		
Program 183501 - Golf Course - Pro Shop Totals				Invoice Transactions 2		\$568.43		
Program 184501 - Youth Services-Kid City Camps								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC02-2021	18-CC Parks BankFees for Feb 2021	Paid by EFT # 40165	03/31/2021	03/31/2021	03/31/2021	03/31/2021	101.77
Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$101.77		
Program 184501 - Youth Services-Kid City Camps Totals				Invoice Transactions 1		\$101.77		
Program 185000 - Twin Lakes Recreation Center								
Account 52420 - Other Supplies								
5968 - CardConnect Corp.	INV00036086	18-Credit Card Readers	Paid by EFT # 40204	04/06/2021	04/06/2021	04/16/2021	04/16/2021	1,718.00
5819 - Synchrony Bank	435464879534	18- Amazon TLRC Storage System	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	150.42
Account 52420 - Other Supplies Totals				Invoice Transactions 2		\$1,868.42		
Account 53320 - Advertising								
6385 - RTU, INC (Cartvertising)	SN1858839	18- TLRC Advertising on Northside Kroger Carts	Paid by Check # 73675	04/06/2021	04/06/2021	04/16/2021	04/16/2021	417.63
6385 - RTU, INC (Cartvertising)	SN1858842	18- TLRC Advertising on Northside Kroger Carts	Paid by Check # 73675	04/06/2021	04/06/2021	04/16/2021	04/16/2021	417.63
Account 53320 - Advertising Totals				Invoice Transactions 2		\$835.26		
Account 53610 - Building Repairs								
53657 - Plymate, INC	3001270	18 - TLRC Entry Mat Service	Paid by EFT # 40287	04/06/2021	04/06/2021	04/16/2021	04/16/2021	78.62
11611 - Woods Electrical Contractors, INC	2101TLRC	18 - TLRC Electrical Repairs	Paid by EFT # 40329	04/06/2021	04/06/2021	04/16/2021	04/16/2021	1,820.66
Account 53610 - Building Repairs Totals				Invoice Transactions 2		\$1,899.28		
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC02-2021	18-CC Parks BankFees for Feb 2021	Paid by EFT # 40165	03/31/2021	03/31/2021	03/31/2021	03/31/2021	568.27



Board of Park & Recreation Claim Register

Invoice Date Range 03/31/21 - 04/16/21

Account 53910 - Dues and Subscriptions

454 - DirecTV, LLC 075619410X2103 18-Satellite Service 22

Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$568.27
Paid by Check # 73648	04/05/2021 04/05/2021 04/05/2021 04/05/2021	197.92
Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$197.92
Program 185000 - Twin Lakes Recreation Center Totals	Invoice Transactions 8	\$5,369.15

Program 185002 - TLRC-Health & Wellness

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A. ParksCC02-2021 18-CC Parks BankFees for Feb 2021

Paid by EFT # 40165	03/31/2021 03/31/2021 03/31/2021 03/31/2021	6.46
Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$6.46

Account 53940 - Temporary Contractual Employee

6161 - Morgan Ashley Banks 4-1-2021 18-TLRC Fitness Specialist
 7276 - Kaitlyn Clementi 4-2-2021 18-TLRC Fitness Specialist
 7086 - Rivkah L Moore 04/02/202 18-TLRC Fitness Specialist
 1973 - Megan M Stark 4-1-2021 18-TLRC Fitness Specialist
 7440 - William Tuttle 04/01/2021 18-TLRC Fitness Specialist

Paid by EFT # 40189	04/06/2021 04/06/2021 04/16/2021 04/16/2021	187.50
Paid by EFT # 40213	04/06/2021 04/06/2021 04/16/2021 04/16/2021	285.00
Paid by EFT # 40275	04/06/2021 04/06/2021 04/16/2021 04/16/2021	375.00
Paid by EFT # 40306	04/06/2021 04/06/2021 04/16/2021 04/16/2021	195.00
Paid by EFT # 40321	04/06/2021 04/06/2021 04/16/2021 04/16/2021	212.50
Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 5	\$1,255.00
Program 185002 - TLRC-Health & Wellness Totals	Invoice Transactions 6	\$1,261.46

Program 186500 - Community Events

Account 52420 - Other Supplies

5819 - Synchrony Bank 958837499344 18-Amazon Community Events supplies for

Paid by EFT # 40308	04/06/2021 04/06/2021 04/16/2021 04/16/2021	459.02
Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$459.02

Account 52430 - Uniforms and Tools

17133 - T.I.S. INC (Taylor Imprinted Sportswear) T94336 18- Parks Staff Tshirts

Paid by EFT # 40310	04/06/2021 04/06/2021 04/16/2021 04/16/2021	109.00
Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	\$109.00

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A. ParksCC02-2021 18-CC Parks BankFees for Feb 2021

Paid by EFT # 40165	03/31/2021 03/31/2021 03/31/2021 03/31/2021	198.17
Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$198.17
Program 186500 - Community Events Totals	Invoice Transactions 3	\$766.19

Program 186502 - Community Events-Gardens

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A. ParksCC02-2021 18-CC Parks BankFees for Feb 2021

Paid by EFT # 40165	03/31/2021 03/31/2021 03/31/2021 03/31/2021	241.66
---------------------	---	--------



Board of Park & Recreation Claim Register

Invoice Date Range 03/31/21 - 04/16/21

				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$241.66
				Program 186502 - Community Events-Gardens Totals		Invoice Transactions 1		\$241.66
Program 186503 - Community Events-Farmers' Market								
Account 53310 - Printing								
818 - Everywhere Signs, LLC	57786	18- Market Banner Updates	Paid by EFT # 40227	04/06/2021	04/06/2021	04/16/2021	04/16/2021	145.00
				Account 53310 - Printing Totals		Invoice Transactions 1		\$145.00
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC02-2021	18-CC Parks BankFees for Feb 2021	Paid by EFT # 40165	03/31/2021	03/31/2021	03/31/2021	03/31/2021	36.90
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$36.90
				Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 2		\$181.90
Program 186506 - Performing Art Series								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	958837499344	18-Amazon Community Events supplies for	Paid by EFT # 40308	04/06/2021	04/06/2021	04/16/2021	04/16/2021	75.32
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$75.32
				Program 186506 - Performing Art Series Totals		Invoice Transactions 1		\$75.32
Program 187001 - Adult Sports-Softball								
Account 52330 - Street , Alley, and Sewer Material								
5819 - Synchrony Bank	4685	18-TLSP- BSO Tournament Umpire	Paid by Check # 73680	04/06/2021	04/06/2021	04/16/2021	04/16/2021	61.48
5819 - Synchrony Bank	3535	18-TLSP- BSO Tournament Umpire Meal	Paid by Check # 73680	04/06/2021	04/06/2021	04/16/2021	04/16/2021	37.34
				Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 2		\$98.82
				Program 187001 - Adult Sports-Softball Totals		Invoice Transactions 2		\$98.82
Program 187002 - Adult Sports-Tennis								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC02-2021	18-CC Parks BankFees for Feb 2021	Paid by EFT # 40165	03/31/2021	03/31/2021	03/31/2021	03/31/2021	18.40
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$18.40
				Program 187002 - Adult Sports-Tennis Totals		Invoice Transactions 1		\$18.40
Program 189000 - Operations								
Account 52420 - Other Supplies								
19171 - Aramark Uniform & Career Apparel Group, INC	1824788682	18-Purchase of uiforms (J Barnes buy-out) to be	Paid by EFT # 40184	04/06/2021	04/06/2021	04/16/2021	04/16/2021	99.00
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$99.00
				Program 189000 - Operations Totals		Invoice Transactions 1		\$99.00
Program 189003 - Operations-Open Shelters								
Account 53830 - Bank Charges								



Board of Park & Recreation Claim Register

Invoice Date Range 03/31/21 - 04/16/21

18844 - First Financial Bank, N.A.	ParksCC02-2021	18-CC Parks BankFees for Feb 2021	Paid by EFT # 40165	03/31/2021	03/31/2021	03/31/2021	03/31/2021	38.88
Account 53830 - Bank Charges Totals							Invoice Transactions 1	\$38.88
Program 189003 - Operations-Open Shelters Totals							Invoice Transactions 1	\$38.88
Program 189006 - Switchyard Property								
Account 47050 - Donations								
7063 - T III Environments, LLC	TiiiApp2,4thgrg	18- Switchyard Park Art Installation	Paid by EFT # 40309	04/06/2021	04/06/2021	04/16/2021	04/16/2021	12,000.00
7063 - T III Environments, LLC	3/25/2021 \$2000	18- Switchyard Park Art Installation	Paid by EFT # 40309	04/06/2021	04/06/2021	04/16/2021	04/16/2021	2,000.00
Account 47050 - Donations Totals							Invoice Transactions 2	\$14,000.00
Program 189006 - Switchyard Property Totals							Invoice Transactions 2	\$14,000.00
Department 18 - Parks & Recreation Totals							Invoice Transactions 45	\$25,120.04
Fund 201 - Parks and Rec Non Reverting Totals							Invoice Transactions 45	\$25,120.04
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP								
Account 54510 - Other Capital Outlays								
7548 - Shepherd's Construction Company, INC	4813	18- Peoples Park Surface and Lighting	Paid by EFT # 40299	04/06/2021	04/06/2021	04/16/2021	04/16/2021	9,600.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1	\$9,600.00
Program 18016B - 2016 B CCT Griffy RCA TLSP WinSP Totals							Invoice Transactions 1	\$9,600.00
Department 18 - Parks & Recreation Totals							Invoice Transactions 1	\$9,600.00
Fund 977 - Parks 2016 GO Bond Proceeds Totals							Invoice Transactions 1	\$9,600.00
Fund 980 - 2018 BicentennialBnd Prcd900030								
Department 18 - Parks & Recreation								
Program 18018B - Griffy Loop Trail Lower Cascades								
Account 54510 - Other Capital Outlays								
19741 - Mader Design, LLC	1290.00	18- Griffy Lake Loop Trail Design	Paid by EFT # 40267	04/06/2021	04/06/2021	04/16/2021	04/16/2021	2,500.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1	\$2,500.00
Program 18018B - Griffy Loop Trail Lower Cascades Totals							Invoice Transactions 1	\$2,500.00
Department 18 - Parks & Recreation Totals							Invoice Transactions 1	\$2,500.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions 1	\$2,500.00
Grand Totals							Invoice Transactions 129	\$57,022.42

REGISTER OF CLAIMS
Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/16/2021	Claims				57,022.42
					<u>57,022.42</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 57,022.42

Dated this _____ day of _____ year of 20____.

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

Fiscal Office _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/26/2021	Payroll				144,215.21
					<u>144,215.21</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 144,215.21

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/9/2021	Payroll				161,090.75
					<u>161,090.75</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 161,090.75

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/23/2021	Payroll				170,714.00
					<u>170,714.00</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 170,714.00

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2021-00004602	BA	GL	04/01/2021	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
04/01/2021	201-18-189006-53990	Other Services and Charges			Budget Amendment			840.00	.00
Number of Entries: 1								\$840.00	\$.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2020	2020	2020	2020	2021	2021	2021	
March	Total	Actual	Expenses	% of Expense	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	March	to date	Budget	March	to date	change
General Fund								
Administration	737,200	754,943	338,345	44.82%	717,168	376,356	52.48%	11.23%
Health & Wellness	107,016	87,486	22,327	25.52%	86,927	20,031	23.04%	-10.29%
Community Relations	487,964	382,301	97,533	84739.12%	498,198	84,739	19.58%	-13.12%
Aquatics	378,257	41,799	9,760	23.35%	314,868	8,099	2.57%	-17.01%
Frank Southern Center	381,828	313,225	127,211	40.61%	369,516	67,841	18.36%	-46.67%
Golf Services	706,904	752,234	126,222	48.00%	720,425	104,582	14.52%	-17.14%
Natural Resources	388,562	356,217	69,189	19.42%	390,401	48,317	12.38%	-30.17%
Youth Programs	62,293	73,338	20,531	28.00%	73,773	17,870	24.22%	-12.96%
TLRC	294,799	286,735	73,732	25.71%	278,629	65,259	23.42%	-11.49%
Community Events	405,346	416,547	103,064	24.74%	418,379	90,414	21.61%	-12.27%
Adult Sports	286,511	191,953	43,969	22.91%	244,078	36,880	15.11%	-16.12%
Youth Sports	295,022	229,703	39,284	17.10%	231,548	40,447	17.47%	2.96%
BBCC	444,450	309,347	81,527	26.35%	419,321	80,110	19.10%	-1.74%
Inclusive Recreation	86,491	89,526	14,352	16.03%	89,535	13,643	15.24%	-4.94%
Operations	1,979,870	1,803,531	339,102	18.80%	1,865,916	307,305	16.47%	-9.38%
Switchyard Property	256,821	200,725	35,584	17.73%	410,662	50,329	12.26%	41.43%
Landscaping	613,368	514,742	89,855	17.46%	654,879	92,950	14.19%	3.45%
Cemeteries	211,863	180,755	33,816	18.71%	214,404	35,006	16.33%	3.52%
Urban Forestry	514,292	378,572	79,518	21.00%	501,313	78,680	15.69%	-1.05%
Recover Forward	50,000	50,000		0.00%			0.00%	0.00%
General Fund total:	7,901,657	7,413,677	1,744,921	23.54%	8,499,941	1,618,858	19.05%	-7.22%
Non-Reverting Fund								
Administration	14,650	13,277	3,318	24.99%	18,550	2,370	12.78%	-28.58%
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	13	0.25%	-100.00%
Aquatics	81,959	79,918	240	0.30%	55,544	210	0.38%	-12.50%
Frank Southern Center	86,859	100,685	28,672	28.48%	87,669	7,011	8.00%	-75.55%
Golf Services	168,852	142,148	14,474	10.18%	126,758	14,291	11.27%	-1.26%
Natural Resources	65,429	23,982	3,498	14.59%	70,610	30,949	43.83%	784.81%
Youth Programs	238,025	99,238	13,014	13.11%	214,782	4,092	1.91%	-68.56%
*TLRC - day to day	570,919	447,049	129,164	28.89%	633,489	91,864	14.50%	-28.88%
Community Events	250,680	188,015	54,518	29.00%	216,119	13,645	6.31%	-74.97%
Adult Sports	140,331	72,275	14,851	20.55%	135,504	1,543	1.14%	-89.61%
Youth Sports	9,482	54,592	2,245	4.11%	9,578	2,004	20.92%	-10.74%
BBCC	41,962	19,493	0	0.00%	2,560	0	0.00%	0.00%
Childcare Program	0	1,399	0	0.00%	0	0	0.00%	0.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	42,610	21,991	198	0.90%	46,110	101	0.22%	-49.09%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	27,577	41,870	24,074	57.50%	27,672	11,482	41.49%	-52.30%
Landscaping (CCC P	6,150	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	0	940	0	0.00%	6,350	21	0.34%	0.00%
N-R Fund subtotal:	1,752,484	1,332,989	290,952	21.83%	1,659,093	179,596	10.82%	-38.27%
TLRC - bond	482,000	481,738	239,044	49.62%	474,100	236,306	49.84%	-1.15%
N-R Fund total:	2,234,484	1,814,726	529,996	29.21%	2,133,193	415,902	19.50%	-21.53%

Other Misc Funds								
15-16 MCCSC 21st C	884				884			
16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn	9,208	9,984			136			
20-21 MCCSC 21st Com Learn					7,161			
Community Banneker Bus	39,995							
G14006 Out-of School Prg.								
G15008 Summer Fod	11,115	33,346			11,115			
G15009 Nature Days S/Star								
Griffy Lake Nature Day	14,269							
Wapehani I-69 Mitigation								
Leonard Springs Nature								
Banneker Nature Day	3,659							
DNR Grant								
Kaboom Play								
Youth & Adolescent Phy Act	9,936							
Goat Farm								
Giffy LARE		6,300				2,800		
Deer Cull		25,000	25,000					
Banneker ROI		177,541	35,803			5,573		
Other Misc Funds total:	21,935	106,778	70,787	66.29%	11,999	15,670		
TOTAL ALL FUNDS	10,158,076	9,335,181	2,345,704	25.13%	10,645,134	2,050,430	19.26%	-12.59%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues March 2021								
	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>	<u>for year</u>	<u>March</u>	<u>to date</u>	<u>for year</u>	<u>March</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,513,025	7,175,967	0	0.00%	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	89,574	72.64%	215,100	10,877	5.06%	-87.86%
Golf Services	599,500	682,689	43,482	6.37%	572,000	91,499	16.00%	110.43%
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	990	7.30%	12,900	255	1.98%	-74.24%
Adult Sports	54,000	13,563	1,633	12.04%	48,500	2,513	5.18%	53.91%
Youth Sports	30,500	10,828	-49	-0.45%	39,800	-163	-0.41%	0.00%
BBCC	15,000	6,027	2,367	39.27%	15,000	7,337	48.91%	209.99%
Operations	0	85	85	100.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	32,525	47,750	9,725	20.37%	28,150	6,975	24.78%	-28.28%
Urban Forestry		0		0.00%		0	0.00%	0.00%
Recover Forward		50,000		0.00%		0	0.00%	0.00%
Subtotal Program Re	1,129,490	963,298	147,806	15.34%	1,118,550	119,375	10.67%	-19.24%
General Fund Total	7,642,515	8,139,265	147,806	1.82%	7,658,708	119,375	1.56%	-19.24%
Non-Reverting Fund								
Administration	35,600	16,415	11,881	72.38%	35,600	894	2.51%	-92.48%
Health & Wellness	3,915	23,764	0	0.00%	3,250	685	21.08%	0.00%
Community Relations	5,400	8,089	2,000	24.72%	5,400	55	1.02%	-97.25%
Aquatics	86,301	2,692	1,987	73.81%	85,503	480	0.56%	-75.84%
Frank Southern	123,300	55,031	23,612	42.91%	102,200	-16,169	-15.82%	-168.48%
Golf Services	156,500	160,799	10,648	6.62%	149,300	17,975	12.04%	68.80%
Natural Resources	70,000	61,656	532	0.86%	71,400	434	0.61%	-18.42%
Youth Programs	246,740	116,867	17,810	15.24%	246,740	26,233	10.63%	47.29%
*TLRC -Operational	1,065,974	451,170	179,892	39.87%	730,428	97,638	13.37%	-45.72%
Community Events	200,311	93,604	73,256	78.26%	192,459	47,282	24.57%	-35.46%
Adult Sports	143,500	39,589	9,361	23.65%	138,300	6,233	4.51%	-33.42%
Youth Sports	4,002	1,344	-2	-0.15%	3,502	0	0.00%	0.00%
BBCC	7,600	19,524	259	1.33%	7,600	2,525	33.22%	875.23%
Operations	64,800	38,706	8,977	23.19%	68,900	14,363	20.85%	59.99%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Prop	12,500	27,491	14,394	52.36%	31,500	4,295	0.00%	-70.16%
Landscaping	0	750	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	7,900	4,300	54.43%	9,500	1,800	18.95%	-58.14%
N-R Fund subtotal:	2,236,343	1,125,393	358,908	31.89%	1,881,982	204,723	10.88%	-42.96%
Other Misc Funds								

G-17-18 MCCSC 21st	14,210				30,000			
G18-19 MCCSC 21st C	30,000				30,000			
G19-20 MCCSC 21st C	30,000				14,210			
G20-21 MCCSC 21st						4,285		
G14009 Summer Food	27,864				27,864			
Communit Banneker B	45,000				45,000			
Kaboom Play Everywhere								
NRPA Nutrition Hub						35,000		
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt			11,410			2,800		
G15008 Leonard Spring								
G15009 Griffy Nature Days								
(902) Rose Hill Trust			199			30		
Banneker ROI								
Banneker Nature Days								
Yth & Adolescent Phy /	8,000				8,000			
Nature Days Star								
2019 Deer Cull IN DNR CHAP			25,000		25,000	25,000		
Other Misc Funds total:	155,074	0	36,609		180,074	67,115		
TOTAL ALL FUNDS	10,033,932	9,264,658	543,323	5.86%	9,720,764	391,213	4.02%	-28.00%

	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	3/31/2021	revenue	3/31/2021	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	263,161.73	894.05		2,369.79		(1,475.74)	261,685.99
181001	Health & Wellness	14,884.91	685.00		0.00		685.00	15,569.91
181100	Community Relations	34,679.89	54.94		13.20		41.74	34,721.63
182001	Aquatics	311,829.23	480.00		210.00		270.00	312,099.23
182500	Frank Southern Center	145,619.91	(16,169.25)		7,011.06		(23,180.31)	122,439.60
183500	Golf Course	162,151.68	17,974.76		14,291.20		3,683.56	165,835.24
184000	Natural Resources	329,236.85	434.00		30,948.81		(30,514.81)	298,722.04
184500	Allison Jukebox	290,192.83	26,233.28		4,091.77		22,141.51	312,334.34
185000	TLRC	(2,235,133.79)	75,187.83		328,169.60		(252,981.77)	(2,488,115.56)
185009	TLRC Reserve	631,401.59	22,450.26		0.00		8,805.16	640,206.75
186500	Community Events	543,891.59	47,282.36		13,645.10		33,637.26	589,630.70
187001	Adult Sports	2,251.34	6,232.82		1,543.25		4,689.57	6,940.91
187202	Youth Sports	6,198.34	0.00		2,003.70		(2,003.70)	4,194.64
187209	Skate Park	575.42	0		0.00		0.00	3,100.28
187500	Benjamin Banneker Comm Center	64,551.43	2,524.86		0.00		2,524.86	67,076.29
	Childcare Program	(1,399.03)	0.00		0.00		0.00	(1,399.03)
189000	Operations	194,525.72	14,363.41		100.88		14,262.53	208,788.25
189005	Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
**189006	Switchyard Property	223,929.49	4,294.90		11,482.04		(7,187.14)	216,742.35
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	1,800.00		21.49		1,778.51	30,255.73
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	204,723.22	0.00	415,901.89	0.00	(224,823.77)	821,774.44

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

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

(210,197.06)

**INCREASE/DECREASE
FOR THE CURRENT**

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
03/04/2021	1802080	PM Refunded Via Refunded To:	TL-CAPFE Visa/MasterCard/Discover Andrew Bai 1602 S Wilcox St APT 7 Bloomington, IN 47401	TL Capital Fee (28896)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Andrew Bai 1602 S Wilcox St APT 7 Bloomington, IN 47401	20.00	0.00	20.00
03/04/2021	1802156	AR Refunded Via Refunded To:	170201_B Visa/MasterCard/Discover Jason Jones 2409 E Canada Bloomington, IN 47401	Age 5-12 Beginner & Intermediate (1	Refund Now Drawer: Cur HH Info:	grabowsm 6 Jason Jones 2409 E Canada Bloomington, IN 47401	60.00	0.00	60.00
03/09/2021	1804602	AR Refunded Via Refunded To:	165202_B Visa/MasterCard/Discover Seoungheui (Sunny) Im 733 E. Winslow Farm Drive Bloomington, IN 47401	Small Plots (165202-B)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Seoungheui (Sunny) Im 733 E. Winslow Farm Drive Bloomington, IN 47401	40.00	0.00	40.00
03/09/2021	1805019	FR Refunded Via Refunded To:	SHELT_SWCHY Visa/MasterCard/Discover Lana Madak 6140 Strawberry Station Loop Roseville, CA 95747	Switchyard Park Shelter on 05/29/20	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lana Madak 6140 Strawberry Station Loop Roseville, CA 95747	90.00	0.00	90.00
03/09/2021	1805019	FR Refunded Via Refunded To:	SHELT_SWCHY Visa/MasterCard/Discover Lana Madak 6140 Strawberry Station Loop Roseville, CA 95747	Switchyard Park Shelter on 05/30/20	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lana Madak 6140 Strawberry Station Loop Roseville, CA 95747	90.00	0.00	90.00
03/11/2021	1806103	AR Refunded Via Refunded To:	165205_A Visa/MasterCard/Discover Jennifer Simms 1516 S Nancy Street Bloomington, IN 47401	Garden Tools 101 (165205-A)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Jennifer Simms 1516 S Nancy Street Bloomington, IN 47401	10.00	0.00	10.00
03/11/2021	1806104	AR Refunded Via Refunded To:	165205_A Visa/MasterCard/Discover Lindsey Harmon	Garden Tools 101 (165205-A)	Refund Now Drawer: Cur HH Info:	PHILBECE 4 Lindsey Harmon	10.00	0.00	10.00

RecTrac
Refund Detail Report

Refund Date	Receipt #	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
				946 Maxwell Terrace Apt. B Bloomington, IN 47401		946 Maxwell Terrace Apt. B Bloomington, IN 47401			
03/11/2021	1806106	FR Refunded Via Refunded To:	COURT_TLRC_c Visa/MasterCard/Discover predesce alimin Bloomington, IN 47401	Court 3 on 03/06/2021 at 1:00pm to predesce alimin	Refund Now Drawer: Cur HH Info:	PHILBECE 4 predesce alimin Bloomington, IN 47401	60.00	0.00	60.00
03/30/2021	1816067	FR Refunded Via Refunded To:	SHELT_SWCHY Visa/MasterCard/Discover Stephen Hale 3122 N Norwest Woods Circle Bloomington, IN 47404	Switchyard Park Shelter on 07/18/20	Refund Now Drawer: Cur HH Info:	grabowsm 6 Stephen Hale 3122 N Norwest Woods Circle Bloomington, IN 47404	90.00	0.00	90.00
03/30/2021	1816270	FR Refunded Via Refunded To:	SHELT_CASPK_ Visa/MasterCard/Discover John Branigin 1919 E Maxwell Ln Bloomington, IN 47401	Sycamore Shelter on 04/24/2021 at	Refund Now Drawer: Cur HH Info:	HALTI 3 John Branigin 1919 E Maxwell Ln Bloomington, IN 47401	91.00	0.00	91.00
03/31/2021	1816558	AR Refunded Via Refunded To:	150213_C Visa/MasterCard/Discover Lindsay Veatch 351 E Cardinal Glen Drive Bloomington, IN 47401	Beginner (150213-C)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lindsay Veatch 351 E Cardinal Glen Drive Bloomington, IN 47401	65.00	0.00	65.00
03/31/2021	1816558	AR Refunded Via Refunded To:	150213_C Visa/MasterCard/Discover Lindsay Veatch 351 E Cardinal Glen Drive Bloomington, IN 47401	Beginner (150213-C)	Refund Now Drawer: Cur HH Info:	grabowsm 6 Lindsay Veatch 351 E Cardinal Glen Drive Bloomington, IN 47401	65.00	0.00	65.00

RecTrac

Refund Detail Report

Report Summary Totals Continued...

Report Summary Totals

Total Refund Records:	12
Total Fees Refunded:	691.00
Total Tax Refunded:	0.00
Total Amount Refunded:	691.00

RecTrac
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

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	03/01/2021 - Actual Date 03/01/2021
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	03/31/2021 - Actual Date 03/31/2021
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	8

Bloomington Parks and Recreation Surplus Declaration Form

Apr-21

Apr-21

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: April 27, 2021
SUBJECT: **KIWANIS ADOPT-A-LANDSCAPE PLOT PARTNERSHIP**

Recommendation

Staff recommends approval of this Adopt-A-Landscape Plot Partnership with the Kiwanis Club of Bloomington. No funds will be exchanged.

Background

This is a renewal of the original Adopt-A-Landscape Plot Partnership established in May of 2016 with the Kiwanis Club of Bloomington. The purpose of this Partnership is to provide a means of improving, beautifying, and maintaining a landscaped plot located in The Waldron, Hill, and Buskirk Park adjacent to the Allison-Jukebox Community Center. The landscape plot described is a triangular area approximately 72 square feet edged with limestone. It is planted with native, pollinator friendly plants to provide beauty over the course of the year.

RESPECTFULLY SUBMITTED,

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

Joanna Sparks, City Landscaper

City of Bloomington
Department of Parks and Recreation
Adopt-A-Landscape Plot Partnership Agreement
With Kiwanis Club of Bloomington

This partnership agreement is entered into by and between the City of Bloomington, Department of Parks and Recreation ("City") and Kiwanis Club of Bloomington, ("Adopter") to provide a means of improving, beautifying, and maintaining a landscaped plot located in The Waldron, Hill, and Buskirk Park adjacent to the Allison-Jukebox Community Center (per attached GIS location description in Exhibit B). The landscape plot described is a triangular area approximately 72 square feet edged with limestone.

WHEREAS, The City and Adopter previously entered into a certain Adopt-A-Landscape Plot Partnership Agreement on May 24, 2016, for a five (5) year term. The May 24, 2016, agreement provided: "At the end of the five (5) year term, Adopter shall have the right to renew this Agreement for another five (5) year period, provided the City, in its sole discretion, determines that the landscape plot will be adopted for another five (5) year period."; and

WHEREAS, The Adopter wishes to renew the May 24, 2016 Agreement, and the City is in agreement to permit Adopter to adopt the landscape plot for an additional five (5) year term.

NOW, THEREFORE, the Undersigned partners agree that Adopter shall be permitted to adopt the plot described in Exhibit B pursuant to the following terms and conditions:

1. All materials and labor necessary for the improvement and maintenance of the landscape plot are the sole responsibility of the Adopter. The Adopter agrees to check the adopted location on an as needed basis (minimum monthly basis), or upon request from the City, for landscape maintenance needs, and for removal of weeds, trash and litter, and other debris from the landscaped area.

2. The City Landscaper will take charge of and approve the final design in consultation with the Adopter noting plant species, sizes and planting locations, and Adopter shall obtain written approval from the City of Bloomington Department of Parks and Recreation prior to the planting of any trees, shrubs, plants, flowers, or other vegetation. The City Landscaper shall review all proposed planting locations for such factors as the presence of publicly and privately owned buried utilities, and compliance with local planning and zoning ordinance requirements, prior to permitting and work to proceed on the landscape plot. In addition, Adopter shall be subject to the provisions of state law regarding locating underground utilities prior to excavating the site.

3. The landscape plot described above shall remain the property of the City of Bloomington, and if, in the sole judgment of the City it is found that the Adopter is not meeting the terms and conditions of the agreement, the City may terminate this agreement and remove the dedication plaque and stepping stones. This agreement shall be in effect when signed by both parties and shall continue for a period of five (5) years from the date of signature; however either party may terminate the agreement earlier upon seven days written notice to the other party. At the end of the five (5) year term, Adopter shall have the right to renew this Agreement for another five (5) year period, provided the City, in its sole discretion, determines that the landscape plot will be adopted for another five (5) year period. All materials provided by Adopter under this Agreement , excepting the dedication plaque and stepping stones, will remain

property of the City when the Agreement concludes or is terminated by either party. The City Landscaper reserves the right to alter, amend, or remove any plantings at this location.

4. The Adopter agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington.

5. The Adopter shall agree to release the City of Bloomington from any liability arising hereunder, including from the negligence of releasee, and shall indemnify the City of Bloomington against any claims which may arise due, in whole or in part, to the negligence of the Adopter in its acts or omissions pursuant to this agreement.

6. Notice regarding any significant concerns and/or breaches of the Agreement shall be given to:

Kiwanis Club of Bloomington:
Diana Fellure
812-327-2364

Bloomington Parks and Recreation:
Tim Street, Operations Direction
812-349-3706

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

Kiwanis Club of Bloomington:
Diana Fellure
812-327-2364

Bloomington Parks and Recreation:
Joanna Sparks, City Landscaper
812-349-3497

7. This agreement may be renewed by the written agreement of both parties upon original date of expiration.

Agreed to the _____ day of _____, 2021

ADOPTER;

CITY;

By:

Diana Fellure, President Date
Kiwanis Club of Bloomington

Paula McDevitt, Director Date
City of Bloomington
Parks and Recreation Department

Philippa Guthrie, Corporation Counsel Date
City of Bloomington

Kathleen Mills, President Date
Board of Park Commissioners

Exhibit A



**City of Bloomington
Department of Parks and Recreation**

Adopt-A-Landscape Plot Partnership Agreement

This agreement ("Agreement") between the City of Bloomington, Department of Parks and Recreation (hereafter "City") and **Kiwanis Club of Bloomington**, (hereinafter "Adopter") is to provide a means of improving, beautifying, and maintaining a landscaped plot located in **The Waldron, Hill, and Buskirk Park** adjacent to **the Allison-Jukebox Community Center** (351 S. Washington St. and per attached GIS location description (Exhibit A, Aerial view and Street View)). The landscape plot described is a triangular area approximately 72 square feet.

All materials and labor necessary for the improvement and maintenance of the landscape plot are the sole responsibility of the Adopter. The Adopter agrees to check the adopted location (north end of the Allison-Jukebox Community Center) on an as needed basis (minimum monthly basis), or upon request from the City, for landscape maintenance needs, and for removal of weeds, trash and litter, and other debris from the landscaped area.

The City Landscaper will take charge of and approve the final design in consultation with the Adopter noting plant species, sizes and planting locations. Adopter shall obtain written approval from the City of Bloomington Department of Parks and Recreation prior to the planting of any trees, shrubs, plants, flowers, or other vegetation. The City Landscaper shall review all proposed planting locations for such factors as the presence of publicly and privately owned buried utilities, and compliance with local planning and zoning ordinance requirements, prior to permitting and work to proceed on the landscape plot. In addition, Adopter shall be subject to the provisions of state law regarding locating underground utilities prior to excavating the site.

The City reserves the right to approve the design, size, material and placement of one (1) limestone "Bicentennial" dedication plaque and three (3) stepping stones in a location in the landscape plot visible to the public indicating that the landscape plot has been "adopted" by the Adopter. The costs associated with the manufacture, maintenance, and placement of the limestone "Bicentennial" dedication plaque and stepping stones shall be borne by the Adopter.

The landscape plot described above shall remain the property of the City of Bloomington, and if, in the sole judgment of the City it is found that the Adopter is not meeting the terms and conditions of the agreement, the City may terminate this agreement and remove the dedication plaque and stepping stones. This agreement shall be in effect when signed by both parties and shall continue for a period of **five (5) years** from the date of signature; however either party may terminate the agreement earlier upon seven days written notice to the other party. At the end of the five (5) year term, Adopter shall have the right to renew this Agreement for another **five (5) year** period, provided the City, in its sole discretion, and determines that the landscape plot will be adopted for another five (5) year period. All materials provided by Adopter under this Agreement, accepting the dedication plaque and stepping stones, will remain property of the City when the Agreement concludes or is terminated by either party. The City Landscaper reserves the right to alter, amend, or remove any plantings at this location.

The Adopter agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington.

The Adopter shall agree to release the City of Bloomington from any liability arising hereunder, including from the negligence of releasee, and shall indemnify the City of Bloomington against any claims which may arise due, in whole or in part, to the negligence of the Adopter in its acts or omissions pursuant to this agreement.

Notice regarding any significant concerns and/or breaches of this Agreement shall be given to:

Kiwanis Club of Bloomington:
Thomasina O'Conner
812-336-7456

Bloomington Parks and Recreation:
Paula McDevitt, Acting Director
812-349-3713

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

Kiwanis Club of Bloomington:
Thomasina O'Conner
812-336-7456

Bloomington Parks and Recreation
Joanna Sparks, City Landscaper
812-349-3499

This agreement may be renewed by the written agreement of both parties upon original date of expiration.

Agreed to the 24 day of May, 2016

"ADOPTER";

"CITY";

"By:

Thomasina O'Conner 5/24/16
Thomasina O'Conner, President Date
Kiwanis Club of Bloomington

Paula McDevitt 5/24/2016
Paula McDevitt, Acting Director Date
City of Bloomington
Parks and Recreation Department

Philippa M. Guthrie 5-18-16
Philippa Guthrie, Corporation Counsel Date
City of Bloomington

Les Coyne
Les Coyne, President Date
Board of Park Commissioners

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 5/16/16
FUND/ACCT: JTA

CITY OF BLOOMINGTON
Legal Department
Reviewed By: [Signature]
DATE: 05/16/2016

Exhibit B

Location: 39.166592, -86.534889
N° 39 9' 5.354" W° 86 31' 57.063"



SUMMER 2016



SUMMER 2020



STAFF REPORT

Agenda Item: A-8
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amy Shrake, Program/Facility/Inclusive Recreation Coordinator
DATE: 4/27/2021
SUBJECT: LAKE MONROE SAILING ASSOCIATION PARTNERSHIP AGREEMENT

Recommendation

Staff recommends approval of a partnership agreement with Lake Monroe Sailing Association (LMSA).

Background

This partnership has been in existence since 1996. The goal of the partnership is to provide an opportunity for the Bloomington community to participate in a diverse sailing program, which is designed to introduce beginner participants to the sport, as well as to provide for skill advancement. The Youth Sailing Camp will run 8 weeks of summer, Monday through Friday, 9am-3pm, under the direction of Walt Johnson. Adult and Family Sailing is offered on both weekends some weekday and evening options.

BPR collects registrations and LMSA does all the programming at their facility. Bloomington Parks and Recreation will keep \$36 per registration. In addition, BPR will provide marketing in the form of a brochure and space in the program guide.

Funding Source: Revenue collected into 201-18-184500-53270
Expenses paid from 201-18-184500-53990

Total Dollar Amount of Contract: Total Revenues from LMSA \$70,000.00
Expenses \$60,000.00
Retained by BPR \$10,000.00

RESPECTFULLY SUBMITTED,

A. Shrake, CTRS

Amy Shrake, Program/Facility/Inclusive Recreation Coordinator

2021-January



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of April, 2021, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Lake Monroe Sailing Association, Inc. (“LMSA”).

WHEREAS, BPRD and LMSA desire to cooperate in the provision of a sailing instruction program for the general public; and

WHEREAS, LMSA 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 affordable and effective sailing program for the Bloomington community 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 April 30, 2022 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

- 3.1 The goal of BPRD is to provide an opportunity to the Bloomington community to participate in a diverse sailing program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide for skill advancement.
- 3.2 BPRD agrees to:
 1. Develop and distribute promotional materials: sailing brochures, news releases, program information in both the Parks and Recreation seasonal program guide & the monthly newsletter sent to schools.
 2. Communicate with the public and participants regarding concerns or questions about the program.
 3. Implement participant registration, collect money and registration forms, email registration confirmation and program information.

4. Provide rosters of all participants to coordinators prior to the start of each course.
5. Provide coordinators with reports of fees collected prior to the start of each course.
6. Perform the following payment transactions:
 - a) Collect registration fees of \$225 per participant for Youth Sailing Camps;
 - b) Collect registration fees of \$300 per participant for Adult Keel Boat Sailing;
 - c) Collect registration fees of \$300 per participant of Adult Small Boat Sailing;
 - d) Collect registration fees of \$150 per registration for Friends and Family Sailing;
 - e) Pay LMSA the fee collected less \$36.00 for each participant registered upon receiving the invoices from LMSA;
 - f) Retain \$35.00 for each participant registered plus \$1 transaction fee;
 - g) Pay LMSA the LMSA share of fees collected upon receipt by BPRD of and LMSA invoice, following the completion of each group of Youth Sailing Camps, Adult Sailing classes and Family programs.

4.0 Lake Monroe Sailing Association, Inc.:

- 4.1 The goals of LMSA are to offer a sailing program not otherwise available to adults and children, introduce the LMSA to the public, increase LMSA membership, and provide programming for children of LMSA members.
- 4.2 LMSA agrees to:
 1. Provide and maintain the following equipment: sailboats, life vests, ropes, sails, books, a motorboat, lifesaving apparatus, and first aid equipment.
 2. Provide the following facilities: bathrooms, telephone, shelter house for inclement weather; defined as, but not limited to, cold weather, rough water (white caps), or lightning.
 3. Hire and train sailing instructors for Youth Sailing Camps who are at least 16 years of age with prior sailing experience. One instructor shall have prior experience teaching sailing. One instructor shall be certified in CPR and First Aid and be in attendance at all times. At least one instructor shall have U. S. Sailing Small Boat Instructor Certification.
 4. Provide invoices to BPRD as detailed in section 3.2.6 (e).
 5. **Provide for adequate safety with the following provisions:**
 - a) LMSA shall provide high quality boats & equipment.
 - b) LMSA shall maintain a ratio of one (1) instructor to six (6) participants with two (2) instructors always on the water and one (1) instructor

always in a motorboat when students in the Youth Sailing Camps are in boats. One (1) of the instructors shall be over twenty-one (21) years of age.

- c) Participants in the Youth Sailing Camps shall pass a swimming test the first day of class, and all participants shall wear life vests when in boats.
 - d) Participants shall learn boat safety and will be taught about boat safety equipment.
 - e) Participants in the Youth Sailing Camps shall pass a test on capsizing and right-of-way rules.
- 6. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.
 - 7. Provide a rainy day schedule, planning, organizing and implementing alternative activities in case of inclement weather.

5.0 Agreement Terms Mutually Agreed To By All Partners to This Agreement.

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between LMSA and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 LMSA 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 LMSA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. LMSA 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 LMSA is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. LMSA shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques, equipment, and boat matters.
- 5.6 The location of the program shall be provided by the LMSA at their facilities at 7600 S. Shields Ridge Road.
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
- 5.8 Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), LMSA may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms,

upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If LMSA implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.

- 5.9 The parties will evaluate this Agreement and the services provided during the month of January 2022.
- 5.10 LMSA 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 LMSA's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against LMSA, its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.
- 5.11 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.

6.0 Notice:

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

LMSA

Walt Johnson
7600 S. Shields Ridge Rd.
Bloomington, IN 47401
(812) 824-4611

BPRD

Becky Higgins
PO Box 848
Bloomington, IN 47402
(812) 349-3713

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

LMSA

Walt Johnson
7600 S. Shields Ridge Rd.
Bloomington, IN 47401
(812) 824-4611

BPRD

Amy Shrake
Box 848
Bloomington, IN 47402
(812) 349-3747

7.0 Termination

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

8.0 E-Verify:

LMSA 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). LMSA shall sign an affidavit, attached as Exhibit A, affirming that LMSA does not knowingly employ an unauthorized alien. LMSA shall require any subcontractors performing work under this contract to certify to LMSA 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. LMSA shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

Signed and Agreed to this ____ day of _____, 2021.

LAKE MONROE SAILING ASSOCIATION, INC.:

Walt Johnson, Camp Coordinator, LMSA

Date

James C. Owen, LMSA Commodore

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Kathleen Mills, President
Board of Park Commissioners

Date

Philippa M. Guthrie, Corporate Counsel

Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: A-9
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amy Shrake, Program/Facility/Inclusive Recreation Coordinator
DATE: 4/27/2021
SUBJECT: SPECIAL OLYMPICS INDIANA-MONROE COUNTY PARTNERSHIP

Recommendation

Staff recommends approval of a partnership agreement with Special Olympics Indiana - Monroe County (SOIMC).

Background

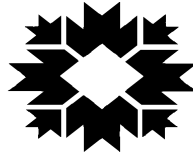
The purpose of this partnership is to support athletic opportunities for community members with developmental disabilities. The City of Bloomington Parks and Recreation Department and the SOIMC have been partnering since 2006, providing individuals with disabilities greater access to sport opportunities. The partnership allows Bloomington Parks and Recreation to continue supporting sports for individuals with disabilities and offers SOIMC flexibility with their programming. The department will continue to facilitate SOIMC's requests for fields and facilities as well as assisting with marketing programs.

Bloomington Parks & Recreation Inclusive Recreation Coordinator, Amy Shrake will continue to facilitate the partnership and be a liaison between SOIMC and BPRD.

RESPECTFULLY SUBMITTED,

A. Shrake, CTRS

Amy Shrake, Program/Facility/Inclusive Recreation Coordinator



CITY OF BLOOMINGTON
parks and recreation

COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of April, 2021, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Special Olympics Indiana Monroe County (“SOIN-MC”).

WHEREAS, there is an apparent need for Special Olympics programs in Bloomington, Indiana; and

WHEREAS, the BPRD and SOIN-MC desire to cooperate in the provision of a Special Olympic programs for the general public; and

WHEREAS, SOIN-MC is qualified to perform such services on behalf of BPRD; and

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

WHEREAS, because services provided by each party will reflect on the other, BPRD and SOIN-MC wish to set forth each parties’ responsibilities and 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 that will provide a more affordable and effective Special Olympic program for the Bloomington community by combining available resources from each party to the Agreement.

2. Duration of Agreement

This Agreement commences on May 1, 2021 and expires on April 30, 2022, unless it is terminated earlier in writing, as provided under Article 7.

3. Bloomington Parks & Recreation

The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a Special Olympic sports program, not otherwise available, that is designed to introduce beginner participants to a sport and allow for skill advancement. BPRD agrees to:

3.1. Allow SOIN-MC access to fields and facilities in priority category #3 based on the following order established by the City of Bloomington Board of Park Commissioners:

1. BPRD programs
2. Monroe County Community Schools Corporation programs
3. **Partnership programs**
4. Independent programs

- 3.2. Allow SOIN-MC access to fields and facilities as set forth below on the dates and during the times established at the beginning of each sport season at no charge:
 1. Banneker Center for Basketball by availability
 2. Softball fields to be determined by availability
 3. Cascades Golf Course for Golf by availability
- 3.3. Provide an information hotline and voicemail box.
- 3.4. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
- 3.5. Provide the services of the BPRD Inclusive Recreation Coordinator as a liaison, consultant, and contact person between SOIN-MC and BPRD.
- 3.6. Assist with program publicity by continuing to advertise program information in seasonal program guides and website.
- 3.7. Respond to any and all citizen concerns or complaints reported by SOIN-MC under Article 4.3 of this Agreement within twenty-four (24) hours of receipt.
- 3.8. Provide free meeting space for SOIN-MC management team monthly meetings where available.
- 3.9. Provide a shelter free of charge for the summer picnic one Saturday in September.

4. Special Olympics Indiana Monroe County

The goals of SOIN-MC are to offer a Special Olympics sports program for the community, introduce SOIN-MC to the public, and provide programming for people with disabilities associated with SOIN-MC. SOIN-MC agrees to:

- 4.1. Maintain close contact with BPRD's Inclusive Recreation Coordinator and appoint that Inclusive Recreation Coordinator as the BPRD liaison to SOIN-MC's policy making board.
- 4.2. List BPRD on all publicity and promotional materials SOIN-MC develops as a "partner" or "in partnership with." A copy of any promotional material should be submitted to BPRD for approval prior to distribution to the public.
- 4.3. Refer any citizen concern, report, or problem regarding the facility, suggestion for improvements to the facility, service provided by staff, or other issues to BPRD on a designated form within twenty-four (24) hours of receipt and/or observation.

5. Terms Mutually Agreed to By Both Partners

- 5.1. The intent of this Agreement is to document a mutually beneficial partnership between SOIN-MC and BPRD.
- 5.2. The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3. The commitment of personnel, facilities, supplies, materials, and payments will be honored according to the timetable agreed upon by all partners.
- 5.4. SOIN-MC is recognized as having the expertise and experience to conduct the Special Olympics program safely and effectively. However, BPRD shall have the right to review risk management, agreement terms, financial records, coaching, player behavior, and service quality issues.
- 5.5. 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), SOIN-MC may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If SOIN-MC develops such a policy for its activities, the City may implement and enforce it. If SOIN-MC wishes to develop such a policy, it shall provide a copy of the policy to the City and the policy shall be attached to this Agreement as Exhibit B.
- 5.5. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly

prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

- 5.6.** 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 SOIN-MC of any such termination and the reasons therefor in writing.

5.7.

6. Notice and Agreement Representatives

- 6.1.** Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the contacts stated below as follows:

SOIN-MC:

Denise Brown, County Coordinator
641 Waterloo Court
Bloomington, IN 47401
(812)336-8071

BPRD:

Amy Shrake,
Inclusive Recreation Coordinator
P.O. Box 848
Bloomington, IN 47402
(812) 349-3747
(812) 349-3747 (voice mail)
(812) 325-2583 (cell)

- 6.2.** The persons listed in Article 6.1 shall also serve as agreement representatives for the day to day operations and implementation of this Agreement.

7. Termination

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to February 28, 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. Insurance:

SOIN-MC will furnish BPRD with a certificate of insurance upon execution of this Agreement. SOIN-MC shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) for bodily injury per person in any one occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and SOIN-MC as insured parties, and SOIN-MC shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. SOIN-MC and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

9. Release and Hold Harmless Agreement:

SOIN-MC, 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.

10. E-Verify:

SOIN-MC 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). SOIN-MC shall sign an affidavit, attached as Exhibit A, affirming that SOIN-MC does not knowingly employ an unauthorized alien. SOIN-MC shall require any subcontractors performing work under this contract to certify to SOIN-MC 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. SOIN-MC shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

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

Paula McDevitt, Administrator
Parks and Recreation Department

Denise Brown, County Coordinator
Special Olympics Indiana Monroe County

Kathleen Mills, President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: A-10 Date: 4/21/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: April 27, 2021
SUBJECT: PARTNERSHIP AGREEMENT WITH THE CODE & KEY ESCAPE ROOMS

Recommendation

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and The Code & Key Escape Rooms (Code & Key). There will be a 50/50 split of revenue from entry fees after shared expenses have been paid. The revenue split will be paid through the Community Events account – 201-18-186500-53990 and will not exceed \$2,400.

Background

This is the third year for this partnership. The goal of the partnership is to combine resources from BPRD and Code and Key to offer the Sherlock Holmes and the Gang of Four Escape Adventure to the Bloomington community.

The event takes the concept of an escape room and moves it outside to the B-Line Trail. The storyline will be a Sherlock Holmes related adventure. Attendees will have to work together with their group of 3-6 people and use their wits and ingenuity to solve puzzles and problem-solving tasks as they move along the trail.

The event will be on Saturday and Sunday June 5th, 6th, 12th, & 13th at Switchyard Park. The adventure will start every 30 minutes from 10am-7pm each day.

Teams can register online at the parks website bloomington.in.gov/parks.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator



COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP CODE AND KEY ESCAPE ROOMS

Partner(s):

This Agreement is made and entered into this _____ day of April, 2021, by and between the Bloomington Parks and Recreation Department (“BPRD”), and the Code and Key Escape Rooms (C&K).

WHEREAS, there is a need for a unique summer event in Bloomington; and,

WHEREAS, BPRD and C&K desire to cooperate in the provision of a community event called the Sherlock Holmes and the Gang of Four Escape Adventure for the general public; and,

WHEREAS, C&K is qualified to perform such services; and,

WHEREAS, the BPRD 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 partner will reflect on the others in the Partnership Agreement requiring clear communication and outline of expectations.

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement:

The goal of this project is to outline a program partnership which will provide an event that is a fun way for members of the Bloomington community to challenge themselves and enjoy the beautiful outdoors by combining available resources from each partner to the Agreement.

2. Duration of Agreement:

This Agreement commences April 27, 2021, and expires on June 30, 2021, unless terminated earlier as provided under Article 8 of this Agreement.

3. Bloomington Parks & Recreation

The goal of BPRD is to partner with another community agency and provide an opportunity for

the Bloomington community to participate in an affordable and family-friendly summer event called Sherlock Holmes and the Gang of Four Escape Adventure. The event, to be held on the B-Line Trail on June 5th, 6th, 12th, and 13th, 2021 is designed to create a fun way to provide an escape room type event in the outdoors for community members.

BPRD agrees to:

- 3.1. Maintain close contact with the staff of C & K and bring any event related issues to their attention.
- 3.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 3.3. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- 3.4. Promote the Sherlock Holmes and the Gang of Four Escape Adventure at other major family-friendly BPRD events prior to the event.
- 3.5. Share all marketing/promotional material with C&K prior to advertising.
- 3.6. Coordinate logistics with partner for entire event.
- 3.7. Coordinate the set-up and tear-down of the event.
- 3.8. Coordinate registration of event participants.
- 3.9. Coordinate collection of registration entry fees.
- 3.10. Provide paid staff for joint program efforts at the event.
- 3.11. Provide the services of the Community Events Coordinator as a liaison, consultant and contact person between the C&K and BPRD and additional full-time/part-time staff necessary for the event.
- 3.12. Assist with providing volunteers.
- 3.13. Coordinate acknowledgement and thank you for sponsors.

4. The Code and Key Escape Rooms

The goal of C & K is to partner with a community agency to provide an opportunity for the Bloomington community to participate in an affordable and family-friendly summer event called the Sherlock Holmes and the Gang of Four Escape Adventure. The event, to be held on the B-

Line Trail on June 5th, 6th, 12th, and 13th, 2021, is designed to create a fun way to provide an escape room type event in the outdoors for community members.

C & K agrees to:

- 4.1. Maintain close contact with Bill Ream, Community Events Coordinator, and bring any event related issues to his attention.
- 4.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 4.3. Include information about event on their website and any other appropriate areas such as signs.
- 4.4. Provide activities, puzzles, and challenges for the event.
- 4.5. Assist with logistics and layout of the site including puzzle set up, creation and assembly of equipment/ puzzle needs, etc. as necessary prior to event.
- 4.6. Provide staff to assist with set-up, operation, and tear-down of event.

5. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between BPRD, and C&K for the Sherlock Holmes and the Gang of Four Escape Adventure.

BPRD, and C&K agree to:

- 5.1. Share all marketing/promotional material between all partners involved.
- 5.2. Coordinate safety management and regulate visitor flow at event.
- 5.3. Split the event profit equally between both partners. Event profit will be the revenue generated from entrance fees minus shared direct expenses for the event.
- 5.4. 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.
- 5.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 5.6. The prohibitions of smoking and the consumption of alcoholic beverages shall apply

to all participants in and visitors to the Sherlock Holmes and the Gang of Four Escape Adventure.

6. Insurance

C & K and BPRD shall furnish each other with a certificate of insurance upon execution of this Partnership Agreement. Each party will maintain comprehensive general liability insurance.

7. Notice and Agreement Representatives:

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

Bloomington Parks and Recreation
Becky Higgins
Recreation Services Director
P.O. Box 848,
Bloomington, IN 47402
(812) 349-3713

The Code and Key Escape Rooms
Kate Burch
Owner
101 Kirkwood Ave, Fountain Square Mall,
Suite 113
Bloomington, IN 47404
(812) 214-1497

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

Bloomington Parks and Recreation
Bill Ream, Community Events Coordinator
(812) 349-3748

The Code and Key Escape Rooms
Kate Burch, Owner
(812) 214-1497

8. Termination:

- 8.1. Termination by mutual agreement: The partners may terminate this Agreement prior to June 30, 2021, by mutual written agreement only.
- 8.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

9. Indemnity

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.

10. Covid-19 Limitations 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 The Code & Key Escape Room 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.

The Code and Key Escape Rooms

Kate Burch, Owner

City of Bloomington

Phillipa M. Guthrie, Corporation Counsel

City of Bloomington Parks and Recreation

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

APPENDIX A

STATE OF INDIANA

SS:

COUNTY OF _____

AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)

2. The company named herein that employs the undersigned:

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- 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 State Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Notary Public

Printed name

My Commission Expires: _____



STAFF REPORT

Agenda Item: A-11
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: April 27, 2021
SUBJECT: REVIEW AND APPROVAL OF THE 2021 PARTNERSHIP AGREEMENT WITH MONROE COUNTY CIVIC THEATER

Recommendation

Staff recommends approval of the 2021 partnership agreement with Monroe County Civic Theater for the rehearsal and performance of a Shakespeare play as a part of the Shakespeare in the Park program. There is no monetary exchange involved in this partnership.

Background

This is the 31st year of this partnership between Bloomington Parks and Recreation and Monroe County Civic Theater, Inc. (MCCT) to share resources to provide the Bloomington community with free performances of Shakespeare plays in one of our community parks. MCCT is responsible for the production of the plays, while Bloomington Parks and Recreation provides assistance in the form of promotion of the event and the use of the Switchyard Park Pavilion building. Changes for this year include a change of location to Switchyard Park from Waldron, Hill, and Buskirk Park and dates for this year's production and rehearsal times.

This year's production will be "*All's Well That Ends Well*" and will be held Thursday, September 2nd through Sunday, September 5th in the Pavilion at Switchyard Park.

RESPECTFULLY SUBMITTED,

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

Crystal Ritter, Community Events Coordinator

2021-January

**City of Bloomington
Parks and Recreation Department**

**Program Partnership Agreement
Monroe County Civic Theatre**

This Agreement is made and entered into this ____ day of _____, 2021, by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Monroe County Civic Theater (“MCCT”).

WHEREAS, BPRD and the MCCT desire to cooperate in order to provide theater programs and productions for the benefit of the general public; and

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

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

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from May 1, 2021, to December 31, 2021, unless early termination occurs as described in Article 8.0 of this Agreement.

3.0 Bloomington Parks and Recreation:

The goal of BPRD is to build a positive relationship with the MCCT in order to provide free performances of “Shakespeare in the Park” for the Bloomington community.

BPRD agrees to:

- a. Provide use of the Pavilion and riser staging at Switchyard Park for five (5) nights during the week of the performances (Wednesday-Sunday). Performances are to be held September 2nd through September 5th.
- b. Allow Monroe County Civic Theater to rehearse in the Pavilion Lawn in Switchyard Park in the six weeks leading up to the week of the performances. Rehearsal schedule is below.

Monroe County Civic Theatre Shakespeare in the Park is confirmed for practice from 6pm-8pm at the Switchyard Park Main Performance Stage on the following dates in 2021:

July 21
July 22
July 28
July 29
August 4
August 5
August 11

August 12
August 19
August 25
September 1
September 2

The following dates have events already scheduled at the Main Stage and are NOT available:

August 18
August 26

- c. Publicize performances with the Performing Art Series through concert cards, program guide, and in weekly press releases.

4.0 Monroe County Civic Theater:

The goals of MCCT are to provide opportunities for actors to gain experience in theatrical productions and provide free, quality performances of “Shakespeare in the Park” for the Bloomington community.

MCCT agrees to:

- a. Name BPRD in all forms of publicity as a co-sponsor of performances held in Switchyard Park.
- b. Be responsible for the production in its entirety including: auditions, rehearsals, staging, props, costumes, and other production needs.
- c. Ensure that the productions are appropriate for the general public.
- d. Inform actors, directors, and producers of policies and building procedures and adhere to the same.
- e. Spot clean Switchyard Pavilion restrooms, floors, and check and empty trash after each performance night and communicate any maintenance needs to the BPRD staff.

5.0 Release and Hold Harmless Agreement:

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

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

- a. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and MCCT.
- b. The staff and personnel involved in this Agreement will at all times represent both partners to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction.
- c. The commitment of personnel, promotions, equipment, and funding sources will be honored according to the timetable agreed upon by both partners.

- d. MCCT is recognized as having the expertise and experience to run the production safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- e. The Agreement and the services provided will be evaluated in January, 2022.
- f. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit. **Theatrical property weapons may be used for theatrical productions with pre-approval from BPRD.**
- g. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington property.

7.0 Notice and Agreement Representatives:

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

Monroe County Civic Theater
Steve Heise
1406 S. Washington St.
Bloomington, Indiana 47401
812-323-9360 (cell)

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

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

Monroe County Civic Theater
Steve Heise
1406 S. Washington St.
Bloomington IN 47401
812-323-9360 (cell)

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

8.0 Termination

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

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 Monroe County Civic Theater of any such termination and the reasons therefore in writing.

9.0 E-Verify

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

However, MCCT is a not-for-profit organization that does not have any employees and therefore, is not able to register with the E-Verify program. As a consequence, in order to be in compliance with Ind. Code 22-5-1.7-11(a), MCCT shall sign an affidavit affirming that MCCT currently does not employ any employees, but only works with volunteers, and if MCCT should hire any employee or contract employee, it commits itself to participate in the E-Verify program and will immediately sign an amended Affidavit as required by state law, that it is registered with the E-Verify program and if it hires employees, it will not be employing any unauthorized alien. The Affidavit to this effect is attached to and incorporated into this Agreement as Exhibit A.

If an amended affidavit becomes necessary during the term of this Agreement, MCCT –by signing this Agreement—commits itself to (1) notify BPRD prior to hiring such an employee or contracting with a contract employee, (2) register with e-verify prior to the hiring, (3) check the employee through E-Verify, and (4) sign the amended Affidavit within three (3) business days prior to hiring an employee.

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

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

MONROE COUNTY CIVIC THEATRE

Kathleen Mills, President
Board of Park Commissioners

Steve Heise, President

Paula McDevitt, Parks Director

Philippa M. Guthrie, Corporation Counsel

[illegible]

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

- Signature

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Notary Public

Printed name

Residing in _____ County

My Commission Expires: _____

POLICY ON CONFLICTS OF INTEREST RELATED TO DEPUTY MAYOR

Background:

The Mayor has appointed Donald Griffin, Jr., to succeed Mick Renneisen as Deputy Mayor of the City of Bloomington (“City”), with Mr. Griffin assuming his official duties on April _____, 2021. Mr. Griffin is the owner of Griffin Realty Holdings LLC, a commercial and residential real estate firm operating in Monroe County. Neither the laws of the State of Indiana nor any policy of the City requires that Mr. Griffin divest himself of his business; however, as the City does on occasion buy and sell property in Bloomington, the City deems it prudent and appropriate to put in place safeguards designed to avoid conflicts of interest between Mr. Griffin, his business, and the City. This Policy on Conflicts of Interest Related to Deputy Mayor (“Policy”) is one such safeguard.

Statement of Policy:

In order to avoid the reality or the appearance of a conflict of interest while Mr. Griffin is serving as Deputy Mayor, the City and its affiliated entities, as well as relevant boards that approve contracts, including the Bloomington Redevelopment Commission, the Bloomington Board of Public Works, the Bloomington Public Transportation Corporation, the Bloomington Housing Authority, the Bloomington Board of Park Commissioners, and the City of Bloomington Utilities and the Utilities Service Board, will not engage the services of Griffin Realty Holdings LLC, or real estate or any related services of Mr. Griffin personally, during his tenure as Deputy Mayor.

Procedure in the Event of a Conflict:

On occasion, a conflict may be unavoidable or warranted. Indiana law has a procedure for managing such conflicts that applies to all public servants in the State, including Mr. Griffin as Deputy Mayor. (A “Public Servant” is defined as a person who: (1) is authorized to perform an official function on behalf of, and is paid by, a governmental entity; (2) is elected or appointed to office to discharge a public duty for a governmental entity; or (3) with or without compensation, is appointed in writing by a public official to act in an advisory capacity to a governmental entity concerning a contract or purchase to be made by the entity.)

Under IC 35-44.1-1-4 a “Conflict of Interest” occurs if a public servant has a pecuniary interest in, or derives profit from, a contract or purchase by the public entity the public servant serves. In the event an unavoidable or warranted conflict should arise, Mr. Griffin is required to disclose in writing: (1) a description of the contract or purchase, and (2) a description of his financial interest in the contract or purchase sworn under penalty of perjury. The disclosure must be approved by the Mayor and accepted by the City or City-affiliated entity involved at a public meeting prior to final action on the contract. The disclosure must also be filed with the Indiana State Board of Accounts and the clerk of the Monroe County Circuit Court within 15 days of final action on the contract.

Oversight:

The Legal Department, through its Ethics Officer, is the Administrator of the Policy. The Office of the Mayor, the Legal Department, the Controller's Office and Mr. Griffin will be collectively responsible for monitoring compliance with the Policy and alerting the Legal Department of any potential conflicts that arise during Mr. Griffin's tenure as Deputy Mayor. In addition, Department Heads must remain aware of the Policy and vigilant in looking out for potential conflicts during the course of their work.

This Policy was adopted by:

The City of Bloomington via the Office of the Mayor, on _____, 2021

The Bloomington Redevelopment Commission on _____, 2021

The Bloomington Board of Public Works on _____, 2021

The Bloomington Public Transportation Corporation Board on _____, 2021

The Bloomington Housing Authority on _____, 2021

The Board of Park Commissioners on _____, 2021

The Bloomington Utilities Service Board on _____, 2021



STAFF REPORT

Agenda Item: B-1 Date: 4/21/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Cory Hawkins, Program Specialist, Banneker Community Center
DATE: April 27, 2021
SUBJECT: ARTISAN ALLEY PARTNERSHIP AGREEMENT

Recommendation

Staff recommends approval of a partnership agreement with Artisan Alley to outline a mutually beneficial program partnership, which will provide space for murals to be displayed at the Banneker Community Center. Artisan Alley will coordinate the design and creation of multiple rotating mural panels pairing local artists and students. The Banneker Community Center will facilitate a local artist working with Banneker Summer Camp participants to paint an 8ft by 4ft mural panel.

Background

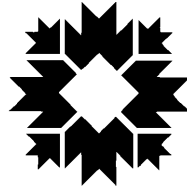
Artisan Alley is a creative, educational non-profit in Bloomington Indiana, that supports our community by providing affordable spaces, resources and creative services.

Members of Artisan Alley and local artists are partnered with students from local organizations, including Templeton Elementary, University Elementary, Edgewood Junior High, and the Boys & Girls Club. Artists will design and outline the mural based on ideas submitted by school staff and business owners, and students will paint these murals. We will then install the murals starting in fall 2021 and rotate them every few months between the partners to create a flowing system of professional-grade murals for our community.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script that reads "Cory Hawkins". The signature is written in black ink and is positioned above a horizontal line.

Cory Hawkins, Program Specialist, Banneker Community Center



**CITY OF BLOOMINGTON
parks and recreation**

COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

Partner(s):

This Agreement is made and entered into this _____ day of April, 2021 by and between the City of Bloomington Parks and Recreation Department (“BPRD”), and Artisan Alley, LTD (“Artisan Alley”),

WITNESSETH:

WHEREAS, there is a need to manage all aspects of the mural project creation, installation, rotation, and maintenance of a 4’x8’ mural panel, consisting of a design from an artist based on input from Bloomington Parks and Recreation and carried out by users of the Banneker Community Center

WHEREAS, Artisan Alley’s purpose and goals coincide with Bloomington Parks and Recreation Department’s purpose and goals for providing service, reaching out into the Bloomington community to make art and culture accessible to everyone; and

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

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

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

1.0 Purpose of Agreement:

The purpose of this agreement is to outline a mutually beneficial program partnership, which will provide space for rotating mural project art to hang at the Banneker Community Center.

2.0 Duration of Agreement:

The term of this Agreement shall begin upon signing and run through April 1, 2022, unless terminated earlier as provided under Article 6, below. The partners may agree to extend the term of the agreement on an annual basis.

3.0 City of Bloomington Parks and Recreation Department Agrees to:

3.1 BPRD agrees to provide a wall space large enough for one (or more) 4’ x 8’ mural board and ideas and/or themes that can be represented in the mural.

- 3.2 Provide a staff member to assist with conversations between Artisan Alley and artists during mural design as well as to assist during mural installation and rotation.
- 3.3 Provide youth and staff to complete the “paint-by-numbers” designs outlined by the various artists for the mural project. It is the sole responsibility of BPRD to determine the best course of action with regards to COVID-19 guidelines to safely allow participants to paint the mural(s).
- 3.4 BPRD agrees to accept all responsibility for the new mural board after installation and before deinstallation.

4.0 Artisan Alley Agrees to:

- 4.1 Artisan Alley will deliver the mural boards from the artist who will have already created a “paint-by-numbers” style design on the board to the site, Banneker Community Center, with any necessary materials to complete the project (i.e. paint, brushes)
- 4.2 Artisan Alley agrees to provide all necessary materials for the installation, including brackets, drills, and the manpower however, Bloomington Parks and Recreation may provide their utilities or expertise to the Artisan Alley installation team.
- 4.3 Artisan Alley accepts liability for unintentional de/installation damage to the wall and agrees to cover the cost of damages that are deemed “severe.” If no agreement can be met on the definition of “severe,” Artisan Alley and Bloomington Parks and Recreation agree to share the cost of the wall repair.
- 4.4 Artisan Alley agrees to determine the time for mural rotation which will be communicated to BPRD in a timely manner. At the point of rotating, Artisan Alley agrees to accept all responsibility for deinstallation and reinstallation of the new mural board.

5.0 Terms Mutually Agreed to By All Partners:

- 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 all 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. Artisan Alley agrees to provide the materials they have to create the mural. Bloomington Parks and Recreation may opt-in to assist with any materials they have to help this process move easier. Artisan Alley agrees to provide the artist and Bloomington Parks and Recreation with any other material deemed necessary for the completion of mural boards.
- 5.3 The staff involved in this agreement will strive to create a platform for Black, indigenous, persons of color (BIPOC) artisans and participants as well as participants of all abilities.
- 5.4 BPRD and Artisan Alley will identify and utilize opportunities to collaborate on marketing, co-brand, and enhance those strategies to promote resources available to the community. Strategies will be periodically evaluated for success and modified based on changing communication technology and processes. BPRD

agrees to use the marketing information provided by Artisan Alley but also must approve all marketing materials prior to being finalized.

- 5.5 Once the mural is complete, it is the responsibility of Artisan Alley to safely install the mural at the space provided (Banneker Community Center). Artisan Alley and Bloomington Parks and Recreation agree to determine the best way for Artisan Alley to install, whether it is with or without the Bloomington Parks and Recreation's existing maintenance crew.
- 5.6 The artist and Bloomington Parks and Recreation agree to give ownership of the mural board and the design to Artisan Alley, providing acknowledgment of the artist and BPRD for their contributions are clearly stated.
- 5.7 The responsibility of a damaged mural falls with whichever party was in possession of the mural at the time of damage. As such, there are two courses of action for covering necessary repair costs:
 - 1) If the mural board is damaged while in possession of the artist, Artisan Alley, or Bloomington Parks and Recreation and *because* of either entity (i.e. dropped mural board, accidents, thievery, etc.), repair costs will be covered by the said party (\$500 maximum cost per panel).
 - 2) If the mural board is damaged while in possession of the artist, Artisan Alley, or Bloomington Parks and Recreation but due to an "*Act of God*" (i.e., flood, Force of Nature, etc.), the responsibility falls to no one and there will be no effort made to replace said panels.

Damage will be presumed to be the fault of the relevant party unless adequate evidence is provided releasing said party of responsibility. Artisan Alley agrees to be open to negotiation to determine whether the provided evidence is "adequate." If no agreement can be reached, the relevant party agrees to cover the cost.

- 5.8 The possession of alcoholic beverages, drugs, and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- 5.9 Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside City of Bloomington facilities and the consumption of alcoholic beverages on City of Bloomington property. These prohibitions are also applicable for participants (registered teens, employees and volunteers).
- 5.10 The parties will evaluate this Agreement and the services provided during the month of March, 2022.

6.0 Termination:

- 6.1 Termination by mutual agreement: The parties may mutually agree to terminate this Agreement. Unless otherwise terminated per the terms of this Agreement, the Agreement shall be in effect from the date signed until April 1, 2022.

- 6.2 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.
- 6.3 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, Parks may terminate the Agreement in its sole discretion if it determines that there are no reasonable alternative means of performance under the Agreement. Parks shall notify Partner of any such termination and the reasons therefore in writing.

7.0 Release and Hold Harmless Agreement:

Artisan Alley, the City of Bloomington, and its Parks and Recreation Department do hereby mutually agree to release, indemnify and hold harmless each other, and their employees, officers, and agents from any and all claims or causes of action that may arise from their reckless, negligent or intentional acts or failure to act in the performance of this Agreement. This includes claims of 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, even if arising from the negligence of releasees. Each party shall agree to accept full responsibility for its own negligence and actions.

8.0 Notice:

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

Becky Higgins (812) 349-3713 Bloomington Parks & Recreation 401 N. Morton St., Suite 250 Bloomington, IN 47402	Adam Nahas (812) 370-0278 Artisan Alley 222 W 2nd Street Bloomington, Indiana 47403
--	---

- 8.2 Representatives for the day to day operational implementation of this agreement are:

Bloomington Parks & Recreation Cory Hawkins (812) 349-3735 930 W 7th Street Bloomington, IN 47404	Artisan Alley Adam Nahas (812) 370-0278 222 W 2nd Street Bloomington, Indiana 47403
---	---

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

Artisan Alley:

Adam Nahas, Artisan Alley

Date

CITY OF BLOOMINGTON:

Paula McDevitt
Administrator, BPRD

Date

Kathleen Mills
President, Board of Park Commissioners

Date

Philippa M. Guthrie, Corporation Counsel

Date

STATE OF INDIANA)
)SS:
COUNTY OF _____)

1. The undersigned is the _____ of _____.
(job title) (company name)
1. The company named herein 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.
1. 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).
1. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

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.

Printed Name of Notary Public _____
County of Residence: _____



STAFF REPORT

Agenda Item: B-2
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Jess Klein
DATE: April 27, 2021
SUBJECT: REVIEW/APPROVAL OF PUBLIC HEALTH IN PARKS PARTNERSHIP AGREEMENT

Recommendation

Staff recommends the approval of the 2021 Public Health in Parks partnership agreement with Bloomington Parks & Recreation, Monroe County Health Department, IU Health Bloomington, and Centerstone, Inc.

Background

The Parks & Recreation Department has collaborated individually with these organizations for many years and has programs and efforts currently underway. This specific agreement is to renew and support the parks initiative known as Public Health in Parks. This program will come together as a result of a partnership among Bloomington Parks and Recreation Department (BPRD), IU Health Bloomington, Monroe County Health Department (MCHD), and Centerstone, Inc. The partnership will support the renewal of a part-time position within BPRD, community health and harm reduction programming in the parks, the support from Centerstone Street Outreach, and a cohesive, innovative approach to addressing public health.

New in 2021, the pre-existing partnership with MCHD for the sharps containers program, will be combined into the Public Health in Parks partnership. This will allow both parties to continue to work collaboratively, as well as more efficiently. The roles of this program will remain largely the same, with MCHD securing funding to provide two new containers to be installed - one inside each restroom stall at Switchyard Park. BPRD will continue to maintain existing containers, and will install any new ones. Discussion of the sharps container program will be included in the November 2021 meeting.

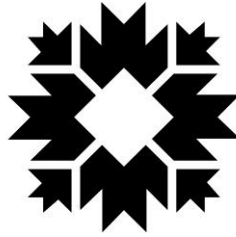
The initiative is to begin May 3, 2021 and continue through November 26th, 2021. The respective teams will meet in November 2021 to evaluate the program and reallocate use of funds as necessary. All parties acknowledge the importance of this project and the innovation required to sustain it, as well as the collective benefit to the greater Bloomington community.

No monetary funds will be exchanged between the partners through the duration of this one year partnership.

RESPECTFULLY SUBMITTED,



Jess Klein, Health & Wellness Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

Partner(s):

This Agreement is made and entered into this _____ day of April, 2021, by and between the Bloomington Parks and Recreation Department (“BPRD”), Indiana University Health Bloomington, Inc. (“IU Health Bloomington”), Monroe County Health Department (“MCHD”), and Centerstone of Indiana, Inc. (“CS”) (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, BPRD, MCHD 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, MCHD, IU Health Bloomington, and CS are authorized to provide harm reduction, public health resources and connection to social services; and

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

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

- 1.0 Purpose of Agreement.** The purpose of this Agreement is to outline a program partnership, which will provide staffing, public health education, harm reduction, and connection to social services by combining available resources from each Party in the Agreement.
- 2.0 Duration of Agreement.** The term of this Agreement shall begin upon the Effective Date and run through March 31, 2022, unless terminated earlier as provided under Section 8, below (“Term”). The Parties may agree to extend the Term of the Agreement in writing signed by the Parties.
- 3.0 Bloomington Parks & Recreation Department Obligations.** In addition to any other applicable requirements in this Agreement, BRPD will perform the following:

- 3.1 BPRD will evaluate proposed locations for optimum sharps container sites for any new installations, to be finalized by the end of December 2021.
- 3.2 BPRD will continue to track the number of used syringes found disposed of in parks. BPRD will also track the number of inserts being used and will share all data with MCHD monthly.
- 3.3 BPRD will install the containers in the previously agreed upon locations.
- 3.4 BPRD will continue to train staff in proper disposal of syringes to reduce risk of exposure to employees.
- 3.5 BPRD will be responsible for monitoring containers, emptying, and replacing with new inserts as needed.
- 3.6 BPRD will be responsible for disposing of full inserts in a timely and safe manner as needed.
- 3.7 BPRD will coordinate the Public Health in Parks program (“Program”) by maintaining consistent quality communications and relations with the Parties.
- 3.8 BPRD agrees to hire at least one, and up to three, seasonal positions of Park Specialist. This position will regularly work 3-5 hours per week for the duration of the Program.
- 3.9 BPRD will assist IU Health Bloomington, MCHD, and CS with any set-up assistance as staffing availability allows.
- 3.10 BPRD agrees to provide basic supplies such as: water, sunscreen, tent, table, and chairs as available.
- 3.11 BPRD agrees to provide additional supplies such as: disposable masks and gloves, sanitizing products, winter accessories, and snacks as budget allows.
- 3.12 BPRD will share regular updates to the Parties at least once a month to keep all Parties informed on status, successes and challenges of the Program.

4.0 Indiana University Health Bloomington, Inc. Obligations. In addition to any other applicable requirements in this Agreement, IU Health Bloomington will perform the following:

- 4.1 At IU Health Bloomington’s reasonable discretion, IU Health Bloomington agrees to provide community health services such as: HIV and Hepatitis C screenings, and COVID-19 screenings and vaccinations (when available), and influenza vaccine clinics (when available) as staff and supplies allow.
- 4.2 At IU Health Bloomington’s reasonable discretion, IU Health Bloomington will consider supporting the Program as part of their annual “Day of Service” by distributing supplies at Program sites to the extent such a surplus exists..
- 4.3 At IU Health Bloomington’s reasonable discretion, IU Health Bloomington will contribute to the Program with additional resources as deemed appropriate.

- 5.0 Monroe County Health Department Obligations.** In addition to any other applicable requirements in this Agreement, MCHD will perform the following:
- 5.1** MCHD will provide funding for the sharps containers program, including outer containers, inserts and other necessary supplies.
 - 5.2** MCHD agrees to provide health education and harm reduction resources to park user, to include:
 - 5.2.1** Referrals & resources to contact those referrals
 - 5.2.2** Syringe disposal options (3 sizes of sharps container) as well as collection of syringes – (This would actually expand on our existing Sharps partnership)
 - 5.2.3** General first aid/hygiene supplies (antibiotic ointment, hand sanitizer, masks, band-aids, soap, toothbrushes, etc. as available)these supplies will *not* include:
 - 5.2.4** Disease prevention supplies (condoms, bottlecaps, dental cottons, tourniquets, ‘pipe condoms’ (spark plug covers), sterile water vials, alcohol pads and syringes)
 - 5.2.5** Overdose prevention supplies (Narcan/naloxone)
 - 5.3** MCHD will distribute public health supplies such as wound care items and personal sharps containers as available to park users.
 - 5.4** MCHD agrees to provide community services such as HIV and Hepatitis C screenings, and COVID-19 screenings and vaccinations (when available), and influenza vaccine clinics (when available) as staff and supplies allow.
- 6.0 Centerstone Obligations.** In addition to any other applicable requirements in this Agreement, CS will perform the following:
- 6.1** CS agrees to dedicate 1-2 street outreach team members to assist the Program.
 - 6.2** CS agrees that these 1-2 staff members will be present during the weekly screening events.
 - 6.3** CS agrees to assist the Park Specialist with making connections to the STRIDE Center and other social services in Bloomington.
- 7.0 General Terms and Conditions:**
- 7.1** All Parties agree to the approximate timeline as follows:
 - April 2021: Partnership finalized
 - May 2021: Public Health in Parks Program begins
 - November 2021: Program concludes; Evaluate Program and partnership; identify areas for changes
 - January/February 2022: Update partnership document as deemed necessary and submit to Park Board for renewal
 - 7.2** All Parties will share the Program with relevant community partners to gain support for the

initiative, and educate the community on risk reduction efforts.

- 7.3** Execute a comprehensive communications strategy for sharing this program with the public and larger community. Marketing materials and communications will be developed cohesively and agreed upon before publication.
- 7.4** The main locations for this Program will be Seminary, and Switchyard Parks.
- 7.5** All Parties agree that the priority locations are subject to change and may fluctuate.
- 7.6** All Parties agree that the working hours for the Park Specialist are subject to change and may fluctuate as Park usage requires.
- 7.7** Parties agree the Program will be evaluated based on: number of screenings conducted, services administered, data on syringes collected in parks, number of public comments received about sites, input from community partners & Bloomington Police Department, and overall engagement of park users.
- 7.8** All Parties agree to remain in frequent and open communication with other Parties throughout the duration of the Program.
- 7.9** In the event of inclement weather, all Parties agree to make joint decisions regarding safety of holding screenings. Efforts will be made to reschedule any cancellations as schedules allow.
- 7.10** The Parties will meet on a mutually agreed upon date/time in November 2021 to evaluate this Agreement and the services provided by the Parties.
- 7.11** 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.
- 7.12** The commitment of personnel, facilities, supplies will be honored according to the timetable agreed upon by all Parties.
- 7.13** 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, 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 Partners of any such termination and the reasons therefore in writing.
- 7.14** 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"). Any Party and its respective representatives, agents, employees and contractors that enter any IU Health Bloomington premises on behalf of such Party 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. Any Party and its respective representatives, agents, employees and contractors that enter any BRPD premises on behalf of such Party 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.

- 7.15** 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.

8.0 Termination.

- 8.1** Termination by Mutual Agreement: The Parties may mutually agree to terminate this Agreement in writing signed by all Parties.
- 8.2** Termination for Cause: In the event that one of the Parties to this Agreement breaches any of its terms and conditions, a 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.
- 8.3** Termination for Convenience: A Party to this Agreement may terminate this Agreement without cause by providing the other Parties at least sixty (60) days prior written notice of termination.
- 8.4** 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) a 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 a Party may immediately terminate this Agreement upon written notice to the other Parties.

9.0 Notice:

- 9.1** 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., Suite 250
Bloomington, IN 47402

Carol Weiss-Kennedy
(812) 353-9371
IU Health Bloomington 401 N.
333 E Miller Dr
Bloomington, IN 47403

Kathy Hewett
(812) 349-2722
Monroe County Health Department
119. 7th St
Bloomington, IN 47404

Greg May
(812) 337-2237
Centerstone
645 S. Rogers St
Bloomington, IN 47403

9.2 Representatives for the day to day operational implementation of this agreement are:

Jess Klein
(812) 349-3700
Bloomington Parks & Recreation
401 N. Morton St., Suite 250
Bloomington, IN 47402

Carol Weiss-Kennedy & Emily Brinegar
(812) 353- 9371/3273
IU Health Bloomington
601 W. 2nd Street
Bloomington, IN 47403

Kathy Hewett & Melanie Vehslage
(812) 349-2722/7345
Monroe County Health Department
119 W. 7th St
Bloomington, IN 47404

Greg May
(812) 337-2237
Centerstone
645 S. Rogers St
Bloomington, IN 47403

[Remainder left intentionally blank; Signatures to follow]

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
President & Chief Executive Officer

Date

MONROE COUNTY HEALTH DEPARTMENT

Penny Caudill
Health Administrator

Date

CENTERSTONE OF INDIANA, INC.

Suzanne Koesel
Chief Executive Officer

Date

CITY OF BLOOMINGTON

Paula McDevitt
Administrator, BPRD

Date

Kathleen Mills
President, Board of Park Commissioners

Date

Philippa Guthrie
Corporation Counsel

Date



STAFF REPORT

Agenda Item: B-3
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street
DATE: April 27, 2021
SUBJECT: MOA WITH US ARMY CORPS OF ENGINEERS FOR LOWER CASCADES

Recommendation

Staff recommends approval of a Memorandum of Agreement with the US Army Corps of Engineers (USACE) as a condition of receiving the Section 404 permit for work to proceed.

Background

Because the upcoming Lower Cascades project involves work in US jurisdictional waters, Section 404 of the Clean Water Act dictates a permit must be coordinated and reviewed by USACE before work can begin. Additionally, because the park contains historic assets (including some sections of the creek wall), USACE initiated a historic review committee comprised of local committees, officers, and the State Historic Preservation Office as part of the permitting process.

Through this MOA, the Parks department is agreeing to enact the recommendations of the review committee as a condition of receiving the permit. The actions include:

1. Conducting a Historic American Landscape Survey to document historic assets in the park.
2. Installing interpretive historic signage after completion of the project.
3. Applying for a National Register of Historic Places designation for Cascades Park.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director
2021-January

**MEMORANDUM OF AGREEMENT
AMONG THE U.S. ARMY CORPS OF ENGINEERS, LOUISVILLE CORPS,
THE INDIANA STATE HISTORIC PRESERVATION OFFICER,
AND THE CITY OF BLOOMINGTON, INDIANA**

**REGARDING
PROPOSED CASCADES PARK STREAMBANK STABILIZATION
MONROE COUNTY, INDIANA
LRL-2020-00526-mkd**

WHEREAS, the City of Bloomington, Indiana (City) proposes to stabilize 1,215 linear feet of Cascades Creek within Cascades Park, Bloomington, Monroe County; and

WHEREAS, the proposed project would result in the discharge of fill into jurisdictional waters of the United States (Undertaking) (LRL-2020-00526-mkd); and

WHEREAS, the City has submitted a request to the U.S. Army Corps of Engineers, Louisville District (Corps) for a Department of the Army (DA) Regional General Permit verification pursuant to Section 404 of the Clean Water Act for the discharge of fill into 1,215 linear feet of stream; and

WHEREAS, the Corps has defined the Undertaking's Permit Area pursuant to 33 C.F.R. § 325, Appendix C as the impacts to jurisdictional waters and associated work in the uplands; and

WHEREAS, the Corps has coordinated the cultural resources review pursuant to Section 106 of the National Historic Preservation Act of 1966 (NHPA), as amended (54 USC 300101 et seq.: Historic Preservation; (formerly 16 U.S.C. 470f); and

WHEREAS, Cascades Park has been determined to be eligible for listing in the National Register of Historic Places (NRHP) under Criteria A and C; and

WHEREAS, the Corps has consulted with the City and the Indiana Division of Historic Preservation and Archaeology/State Historic Preservation Office (SHPO), pursuant to 36 C.F.R. § 800.2(c), regulations implementing the NHPA; and

WHEREAS, the Corps has determined that the Undertaking would have an Adverse Effect upon NRHP-eligible Cascades Park and the SHPO has concurred;

WHEREAS, the City has participated in the development of the MOA and has been invited to sign the MOA;

WHEREAS, Indiana Landmarks, the Bloomington Historic Preservation Commission, and the Monroe County Historic Preservation Board have participated in the development of the MOA and have been invited to concur in the MOA;

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the Corps has notified the Advisory Council on Historic Preservation (ACHP) of its Adverse Effect determination, provided the

specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

NOW, THEREFORE, the Corps, the SHPO, and the City agree that the Undertaking shall be accomplished in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

Stipulations

The Corps shall condition the DA Permit, if issued, to ensure that the following stipulations are implemented:

I. Historic American Landscapes Survey (HALS) Documentation

- A. The City shall contract with a cultural resources consultant that meets or exceeds the Secretary of the Interior's Standards for Professional Qualification, to complete Historic American Landscapes Survey (HALS) Level III documentation of the contributing resources of National Register of Historic Places-eligible Cascades Park Historic Landscape District. Documentation shall include:

1. A sketch plan of the Landscape District.
2. Photographs with large-format negatives of exterior and interior views of significant resources.
3. A short historical report inventorying contributing elements and explaining anything not readily apparent in the photographs.

- B. The consultant shall submit the completed HALS document package to the Corps within sixty (60) days of completion of fieldwork. The Corps will then submit the draft documentation to the SHPO and Consulting Parties for review and comment.

1. The Corps, SHPO, and Consulting Parties shall provide comments on the HALS documentation within fourteen (14) business days of receipt.
2. The Corps will compile the comments from the SHPO and Consulting Parties, along with the Corps' comments, and provide them to the City.
3. The City shall ensure that its consultant incorporates the comments, as appropriate, in the final revised documentation packet and shall submit one hard copy and one digital copy to the Corps. The Corps will distribute digital copies of the final documentation to the SHPO and Consulting Parties.

II. Cascades Park National Register Nomination

- A. The City (or its consultant) shall prepare a NRHP nomination for the Cascades Park Historic Landscape District using the boundary proposed in the 2011 report titled *Historic Property Report: Cascades Park Trail, City of Bloomington, Monroe County, Indiana* prepared by Weintraut and Associate with the addition of Old State Road 37 to Walnut Street. The City (or its consultant) shall use forms provided by the SHPO and comply with all applicable National Park Service guidelines. The application shall include all necessary maps and images. The City shall initiate the National Register nomination process within 12 months of the issuance of the DA permit, if such permit is issued.
 1. The City may permit interested parties to comment on the application prior to submitting it to the City of Bloomington Certified Local Government (CLG) for review and processing. The applicant may modify the application if factual, historical, or architectural consideration and comments merit consideration.
 2. The City will submit the National Register documents to the City of Bloomington CLG and respond to requests for revisions and provide materials or redraft within sixty (60) days of receipt of comments.
 3. The City of Bloomington CLG will forward the application to the SHPO within thirty (30) days after the City of Bloomington Historic Preservation Commission approves the application, along with all applicable materials.
 4. The SHPO will process the National Register application in accordance with the SHPO National Register policy. The technical review will be conducted by the SHPO within forty (40) days. Once the application has passed technical review, it will be placed in the substantive review queue. The applicant will respond to requests for additional documentation or editorial changes for both technical review and substantive review. Note that the queue for substantive review may require the applicant to wait for their turn for approximately twenty (20) months from the time of technical review approval. Once deemed complete, SHPO staff will schedule the National Register application for the next possible meeting of the Indiana Historic Preservation Review Board to be approved.
 - a. Once the application has been approved by the Indiana Historic Preservation Review Board, the SHPO will notify the Corps and this stipulation will be considered complete.

III. Interpretive Signage

- A. The City shall contract with a consultant that meets the Secretary of the Interior's qualifications to develop interpretive signage describing the Work Progress

Administration's role in improving Cascades Park and other themes important to the Park's history such as recreation and transportation.

1. Within sixty (60) business days of completion of the National Register nomination the City or the City's consultant shall provide proposed design and text for historical signage to the Corps. The Corps will distribute the proposal to SHPO and other Consulting Parties for review and comment. A map showing the proposed location of the signage shall be submitted with the proposed text.
2. The Corps, SHPO and Consulting Parties shall provide comments within 14 business days of receipt. The Corps shall compile all comments and provide them to the City.
3. The City shall ensure that its consultant shall incorporate the comments, as appropriate, into the final revised design and text proposal and provide the revised proposal to the Corps within thirty (30) business days of receipt of comments. The Corps will distribute the revised proposal to SHPO and other Consulting Parties.
 - a. The Corps, SHPO and other Consulting Parties shall provide comments on the final signage proposal within fourteen (14) business days of receipt of the final proposal. Following approval of the final proposal, the City may initiate work on the interpretive signage.

IV. POST-REVIEW DISCOVERY

- A. If, during the implementation of the Undertaking, a previously unidentified cultural resource is encountered, the applicant will ensure that the construction contractor stops work within 30 feet of the newly identified cultural resource and immediately notify the Corps.
- B. Upon notification of a previously unknown resource, the Corps will notify the SHPO and consult with the SHPO and the Applicant to evaluate the newly identified resource and/or develop an appropriate treatment plan, as necessary, pursuant to 36 C.F.R. Part 800, the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation," and according to the provisions of Indiana Code IC-14-21-1. Any necessary archaeological investigations will be conducted according to the provisions of IC 14-211, 312 IAC 21, 312 IAC 22, and the most current *Guidebook for Indiana Historic Sites and Structures Inventory – Archaeological Sites*.

V. DISPUTE RESOLUTION

- A. Should any Signatory, Invited Signatory, or Concurring Party object at any time in writing to the Corps regarding any action carried out or proposed with respect to the Undertaking or to the manner in which the terms of this MOA are implemented, the Corps shall consult with such party to resolve the objection. The Corps also shall notify the other Signatory, Invited Signatory, and Concurring Parties to this MOA of such objection, and provide them the opportunity to participate in any consultations to resolve the objection. If the Corps determines that such objection cannot be resolved, the Corps will forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the ACHP. Within thirty (30) business days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:
1. Advise the Corps that the ACHP concurs in the Corps' proposed response to the objection, whereupon the Corps will respond to the objection accordingly; or
 2. Provide the Corps with recommendations, which the Corps shall take into account in reaching a final decision regarding its response to the objection. Prior to reaching a final decision on the dispute, the Corps shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories, Invited Signatories, and Concurring Parties, and provide them with a copy of this written response.
 3. Should the ACHP not exercise one of the above options within thirty (30) business days after receipt of all pertinent documentation, the Corps may assume the ACHP's concurrence with the Corps' proposed response to the objection. The Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories, Invited Signatories, and Concurring Parties to the MOA, and provide them with a response.
- B. The Corps shall then proceed with its final decision.
- C. The City's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

VI. TERMINATION

- A. If the Corps determines that it cannot implement the terms of this MOA, or if a Signatory or Invited Signatory determines that the MOA is not being properly implemented, such party may propose to the other signatories to this MOA that it be terminated, in accordance with 36 C.F.R. §800.6(c)(1) and (8).
- B. The Corps shall so notify all parties to this MOA, including the Concurring Parties, of the proposal to terminate, explain the reasons for termination and afford the

parties at least thirty (30) business days to consult and seek alternatives to termination. The parties shall then consult.

C. If after the expiration of thirty (30) business days (or such greater time period as may be agreed upon by all Signatories and Invited Signatories) an agreement to avoid termination cannot be reached, the Corps or other Signatory or Invited Signatory may terminate this MOA by so notifying all parties in writing.

D. Should this MOA be terminated, the Corps shall either:

1. Consult in accordance with 36 C.F.R. §800.6 to develop a new MOA; or
2. Request the comments of the ACHP pursuant to 36 C.F.R. §800.7.

VII. AMENDMENTS

A. Any Signatory or Invited Signatory to this MOA may propose to the Corps that the MOA be amended, whereupon the Corps shall consult with the other parties to this MOA to consider such an amendment. 36 C.F.R. §800.6(c)(1) shall govern the execution of any such amendment. The signatures of all of the Signatories and Invited Signatories shall be required for any amendment hereto to be effective.

VIII. DURATION

A. If the DA Permit is not issued or the proposed project is not constructed, this MOA shall be considered null and void. If the terms of this MOA have not been implemented within forty-eight (48) months of the date the DA Permit was issued, if such permit is issued, the Corps, prior to the expiration of the 48- month term, may consult with the other Signatory and Invited Signatories to reconsider the terms of the MOA, including the time limit, and amend it in accordance with Stipulation VII above.

B. This MOA shall be effective upon signature of all Signatories and Invited Signatories and filing with ACHP and shall remain in effect until the earliest of the following occurs: all of its terms are satisfied, the 48-month implementation period has expired, or it is amended or terminated and replaced.

C. Execution of this MOA and implementation of its terms shall evidence that the Corps has afforded the ACHP an opportunity to comment on the proposed Undertaking and its effects on historic properties, and that the Corps has taken into account the effects of the Undertaking on historic properties.

SIGNATORY:

US ARMY CORPS OF ENGINEERS, LOUISVILLE DISTRICT

Signed by hand-written signature or electronically:

BY:

Mike Ricketts
Division Chief, Regulatory Division

DATE IF SIGNED BY HAND-WRITTEN

SIGNATURE: 24 MAR 2021

SIGNATORY:

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by hand-written signature or electronically:

BY:

Beth McCord
Deputy State Historic Preservation Officer

DATE IF SIGNED BY HAND-WRITTEN SIGNATURE:

_____, 2021

INVITED SIGNATORY:

CITY OF BLOOMINGTON, INDIANA

Signed by hand-written signature or electronically:

Designated Signatory, Position

DATE IF SIGNED BY HAND-WRITTEN SIGNATURE:

_____, 2021

CONCURRING PARTY:

INDIANA LANDMARKS

Signed by hand-written signature or electronically:

J. Marshall Davis
President and CEO

DATE IF SIGNED BY HAND-WRITTEN SIGNATURE:

_____, 2021

CONCURRING PARTY

BLOOMINGTON HISTORIC PRESERVATION COMMISSION

Signed by hand-written signature or electronically:

Conor Herterich
Historic Preservation Program Manager

DATE IF SIGNED BY HAND-WRITTEN SIGNATURE:

_____, 2021

CONCURRING PARTY:

MONROE COUNTY HISTORIC PRESERVATION BOARD OF REVIEW

Signed by hand-written signature or electronically:

Larry Wilson
Planning Director

DATE IF SIGNED BY HAND-WRITTEN SIGNATURE:

_____, 2021

CONCURRING PARTY:

BLOOMINGTON RESTORATIONS, INC.

Signed by hand-written signature or electronically:

Steve Wyatt
Executive Director

DATE IF SIGNED BY HAND-WRITTEN SIGNATURE:

_____, 2021



STAFF REPORT

Agenda Item: B-4
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Tim Street
DATE: April 27, 2021
SUBJECT: CONTRACT WITH SHEPHERD'S CONSTRUCTION, INC. FOR CASCADES GOLF COURSE CONCRET WORK

Recommendation

Staff recommends approval of a contract with Shepherd's Construction, Inc. to improve the hardscape at the Cascades Golf Course Clubhouse.

Funding source: GO Bond: 977-18-18016E-54510 Project: 977-2017r.
Amount: \$7,000.

Background

This contract is to pour additional sidewalk sections and stamped Bomanite concrete in the area between the Cascades Clubhouse and the banquet room. This will replace a small area of dirt, improving the aesthetic and accessibility for golfers and paving the way for the installation of a bench and planters to create the "plaza." This contract will also provide the installation of a footer for a new golf course clock.

RESPECTFULLY SUBMITTED,

Tim Street, Operations and Development Division Director

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SHEPHERD'S CONSTRUCTION CO. INC.
FOR
CASCADES CLUBHOUSE HARDSCAPE RENOVATION**

This Agreement, entered into on this ____ day of April, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Shepherd's Construction Co. Inc. ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to add concrete and stamped concrete to the Cascades Gold Course Clubhouse hardscape; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the hardscape renovation (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 June 18, 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 Seven Thousand Dollars and zero cents (\$7,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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 Shepherd's Construction 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		Shepherd's Construction
Attn: Tim Street		Attn: Michael C. Shepherd
401 N. Morton, Suite 250		1111 N. Rangeline Road
Bloomington, Indiana 47402		Anderson, IN 46012

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**SHEPHERD'S CONSTRUCTION**

Philipppa M. Guthrie, Corporation Counsel

Michael C. Shepherd, President

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

- Tearout and disposal of approximately 50 square feet of existing sidewalk (4” depth).
- Excavation of dirt to install approximately 400 square feet of concrete to 4” depth, tinted to match existing concrete at the banquet hall patio and stamped with a natural stone pattern. Specific pattern to be determined. Excavated dirt can be dumped on-site.
- Installation of approximately 105 square feet of concrete sidewalk to 4” depth.
- Installation of a circular footer with anchor bolts and electric conduit for future post installation. Footer diameter should be 18 inches with a depth of 4 feet. See attached anchoring detail for hardware specifications.

Square footages provided above are estimates only, contractors are responsible for determining the exact quantity needed and delivering their quoted prices appropriately.

EXHIBIT B

“Project Schedule”

All work to be completed by no later than June 18, 2021.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Shepherd's Construction

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-5
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: April 27, 2021
SUBJECT: SERVICE AGREEMENT WITH GREEN EARTH RECYCLING & COMPOST

Recommendation

Staff recommends approval of this contract with Green Earth Recycling & Compost Services for green waste disposal. Funding source: 200-18-189500-53990, \$500.00 and 200-18-189503-53990, \$500. Amount not to exceed \$1000.00

Background

The Parks and Recreation Department has been disposing of green waste at the Green Earth Recycling & Compost facility for several years. Green waste includes compostable debris from the Urban Green Space, Urban Forestry and Vegetation Management areas. This waste is generated by the removal of woody invasive plants, street tree pruning and storm damage cleanup. They have consistently provided efficient and economical services, as well as, providing flexible hours for delivery in the event of street tree damage due to storm events.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

2021-January

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

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Kevin R. Huntley, dba: Green Earth Recycling & Compost ("Contractor").

Article 1. Scope of Services Contractor shall provide green waste disposal ("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. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Thousand Dollars and Zero Cents (\$1,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, City Landscaper, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Joanna Sparks, City Landscaper, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Kevin R. Huntley, dba: Green Earth Recycling & Compost. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

KEVIN R. HUNTLEY, DBA: GREEN EARTH RECYCLING & COMPOST

Philippa M. Guthrie, Corporation Counsel

Kevin R. Huntley, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Kevin R. Huntley, dba: Green Earth Recycling & Compost

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-6
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: April 27, 2021
SUBJECT: VEGETATION MANAGEMENT AT PARK RIDGE EAST PARK

Recommendation

Staff recommends approval of this contract with Eco Logic, LLC for vegetation management at Park Ridge East Park. Funding source: 200-18-189500-53990. Amount not to exceed \$4058.55

Background

Eco Logic, LLC will provide ecological restoration duties at Park Ridge East Park. This will include three site visits during the growing season will be to maintain approximately 2.14 acres that had invasive species removal in 2019 and 2020. Main target species for follow-up treatments are – garlic mustard, bush honeysuckle, Japanese honeysuckle, callery pear, privet, autumn olive, wintercreeper, multiflora rose, and bittersweet. Non-native herbaceous species, tall fescue and reed canary grass will also be treated with grass specific herbicide where appropriate.

A late fall to early winter hand seeding of a native seed mix will augment and enhance pollinator habitat for these areas.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
VEGETATION MANAGEMENT AT PARK RIDGE EAST 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 manage invasive plant species and restore native plants at Park Ridge East Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform ecological restoration duties at Park Ridge East 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 Four Thousand Fifty Eight Dollars and Fifty Five Cents (\$4,058.55). 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:

Project summary:

Three site visits during the growing season will be to maintain approximately 2.14 acres of area that had invasive species removal in 2019 and 2020. Main target species for foliar follow-up treatment are – garlic mustard, bush honeysuckle, Japanese honeysuckle, callery pear, privet, autumn olive, wintercreeper, multiflora rose, and bittersweet. Non-native herbaceous species, tall fescue and reed canary grass will also be treated with grass specific herbicide where appropriate. A late fall to early winter hand seeding of a native seed mix will augment and enhance pollinator habitat for the areas.

Timing:

April-May – target cool season weeds including garlic mustard, thistle, curly dock
June-early Aug – herbicide application on reed canary grass, bittersweet resprouts
Sept-Oct – herbicide application on bush and Japanese honeysuckle, wintercreeper
Nov-Dec – installation of native seed mix

Proposal Price:

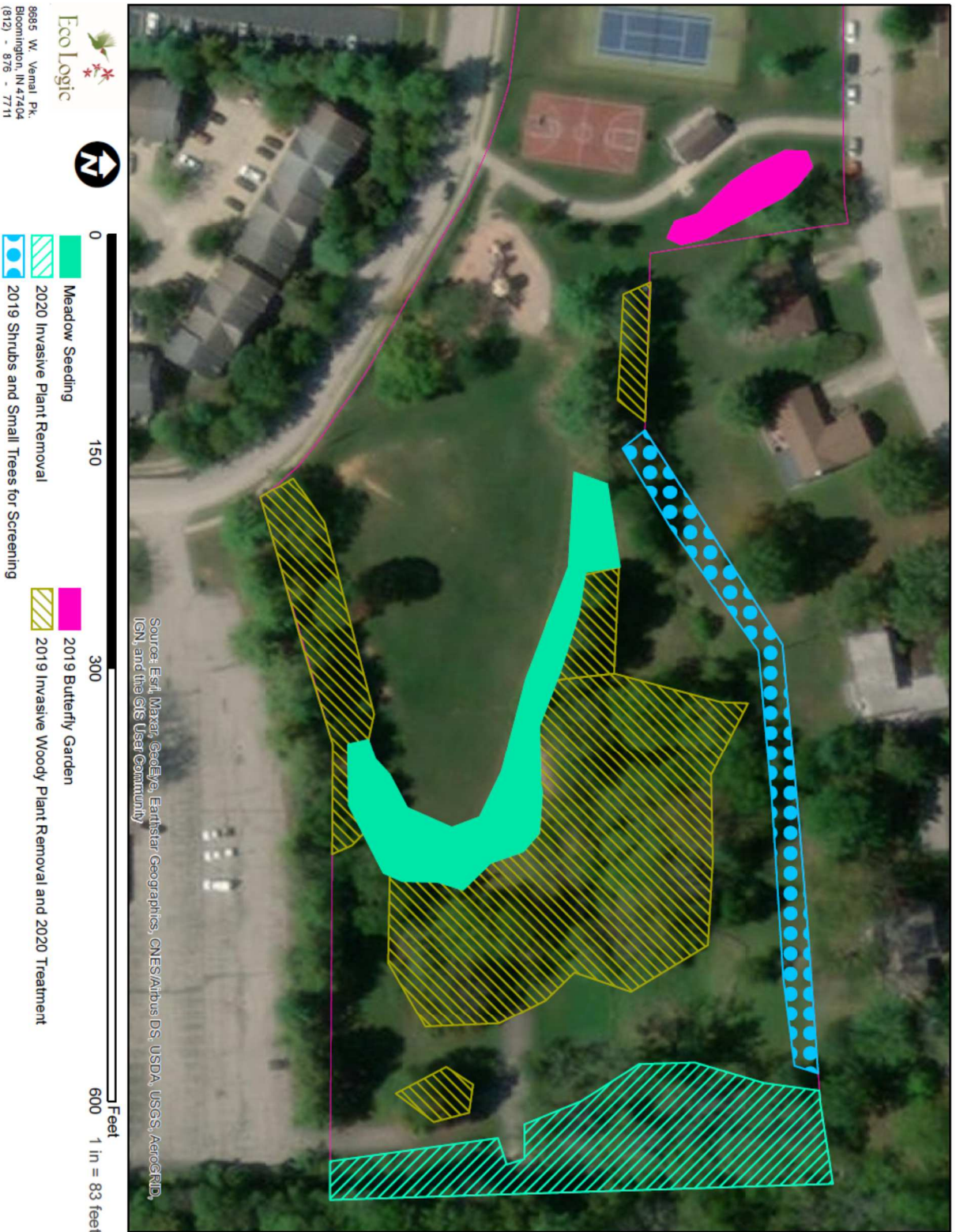
Management visits - \$ 2,425.00

Seeding Pollinator Meadow - \$ 1,633.55

Total Proposal - \$ 4,058.55*

*All herbicide treatment to be performed by OISC Certified applicators

Park Ridge East Phase I and II Improvements



Mesic Pollinator Mix					
Latin Name	Common name	oz/acre	Height	Bloom Season	Bloom Color
Graminoids					
Carex granularis	meadow sedge	2	1"	May	green
Elymus canadensis	Canada wild rye	16	3'	July-Aug	green
Elymus virginicus	Virginia wild rye	16	3'	July-Aug	green
Schizachyrium scoparium	little bluestem	32	2-3'	Aug-Sept	green
Sporobolus heterolepis	prairie dropseed	4	2-3'	Aug-Sept	golden
total graminoids		70			
Forbs					
Allium cernuum	nodding wild onion	2	1'	July-Aug	pink
Asclepias tuberosa	butterflyweed	2	1'	June-July	orange
Asclepias syriaca	common milkweed	5	3-5'	June-July	pink
Chamaecrista fasciculata	partridge pea	3	1-2'	July-Sept	yellow
Coreopsis lanceolata	lanceleaf coreopsis	4	1-2'	May-June	yellow
Echinacea pallida	pale purple coneflower	2	2-3'	Man-June	pink
Echinacea purpurea	purple coneflower	4	2-3'	June-Aug	pink
Eryngium yuccifolium	rattlesnake master	2	3-4'	July-Sept	white
Helianthus occidentalis	western sunflower	1	2-4'	Aug-Sept	yellow
Heliopsis helianthoides	false sunflower	2	3-5'	July-Sept	yellow
Liatris spicata	dense blazing star	2	3-5'	July-Aug	purple
Monarda fistulosa	bergamot	0.5	3-5'	July-Aug	pink
Oligoneuron riddelli	riddell's goldenrod	1	2-3'	Sept-Oct	yellow
Oligoneuron rigidum	stiff goldenrod	1	3-5'	Sept-Oct	yellow
Penstemon digitalis	foxglove beardtongue	1	1-2'	June	white
Pycnanthemum virginianum	Virginia mountain mint	1	1-2'	July-Aug	white
Ratibida pinnata	yellow coneflower	2	3-5'	July-Aug	yellow
Rudbeckia hirta	black-eyed susan	3	2-3'	June-July	yellow
Rudbeckia subtomentosa	sweet black-eyed susan	2	3-5'	Aug-Sept	yellow
Senna hebecarpa	wild senna	2	3-5'	July-Aug	yellow
Silphium terebinthinaceum	prairie dock	2	4-6'	July-Sept	yellow
Symphyotrichum laeve	smooth aster	1	2-4'	Sept-Oct	lavender
Symphyotrichum novae-angliae	New England aster	0.5	3-5'	Sept-Oct	purple
Tradescantia ohiensis	Ohio spiderwort	1.5	2-3'	May-July	blue
Vernonia gigantea	tall ironweed	1	3-6'	Aug-Sept	purple
Zizia aurea	golden alexanders	1.5	2-3'	May	yellow
total forbs		50			

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.

Timing:

April-May – target cool season weeds including garlic mustard, thistle, curly dock
June-early Aug – herbicide application on reed canary grass, bittersweet resprouts
Sept-Oct – herbicide application on bush and Japanese honeysuckle, wintercreeper
Nov-Dec – installation of native seed mix

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Eco Logic, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT TO PROVIDE RESTORATION SERVICES

This agreement, made this _____ day of _____, 20____ by and between:

Eco Logic LLC
8685 W. Vernal Pike
Bloomington, IN 47404

AND

City of Bloomington Park and Recreation
Attn: Joanna Sparks
401 N. Morton St
Bloomington IN 47404
812-349-3400
sparkj@bloomington.in.gov

Each party agrees to be legally bound as follows:

Eco Logic LLC agrees to furnish all equipment, materials, and labor in fulfillment of the proposal.

See following pages for Proposal and Standard Terms & Condition.

Terms:

Payment is due within 30 days of invoice

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

Eco Logic, LLC

Client

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

PROPOSAL FOR RESTORATION SERVICES

Proposal: 5927 Park Ridge East 2021 Management and Remediation

April 5, 2021

Project summary:

Three site visits during the growing season will be to maintain approximately 2.14 acres of area that had invasive species removal in 2019 and 2020. Main target species for foliar follow-up treatment are – garlic mustard, bush honeysuckle, Japanese honeysuckle, callery pear, privet, autumn olive, wintercreeper, multiflora rose, and bittersweet. Non-native herbaceous species, tall fescue and reed canary grass will also be treated with grass specific herbicide where appropriate.

A late fall to early winter hand seeding of a native seed mix will augment and enhance pollinator habitat for the areas.

Timing:

April-May – target cool season weeds including garlic mustard, thistle, curly dock

June-early Aug – herbicide application on reed canary grass, bittersweet resprouts

Sept-Oct – herbicide application on bush and Japanese honeysuckle, wintercreeper

Nov-Dec – installation of native seed mix

Proposal Price:

Management visits - \$ 2,425.00

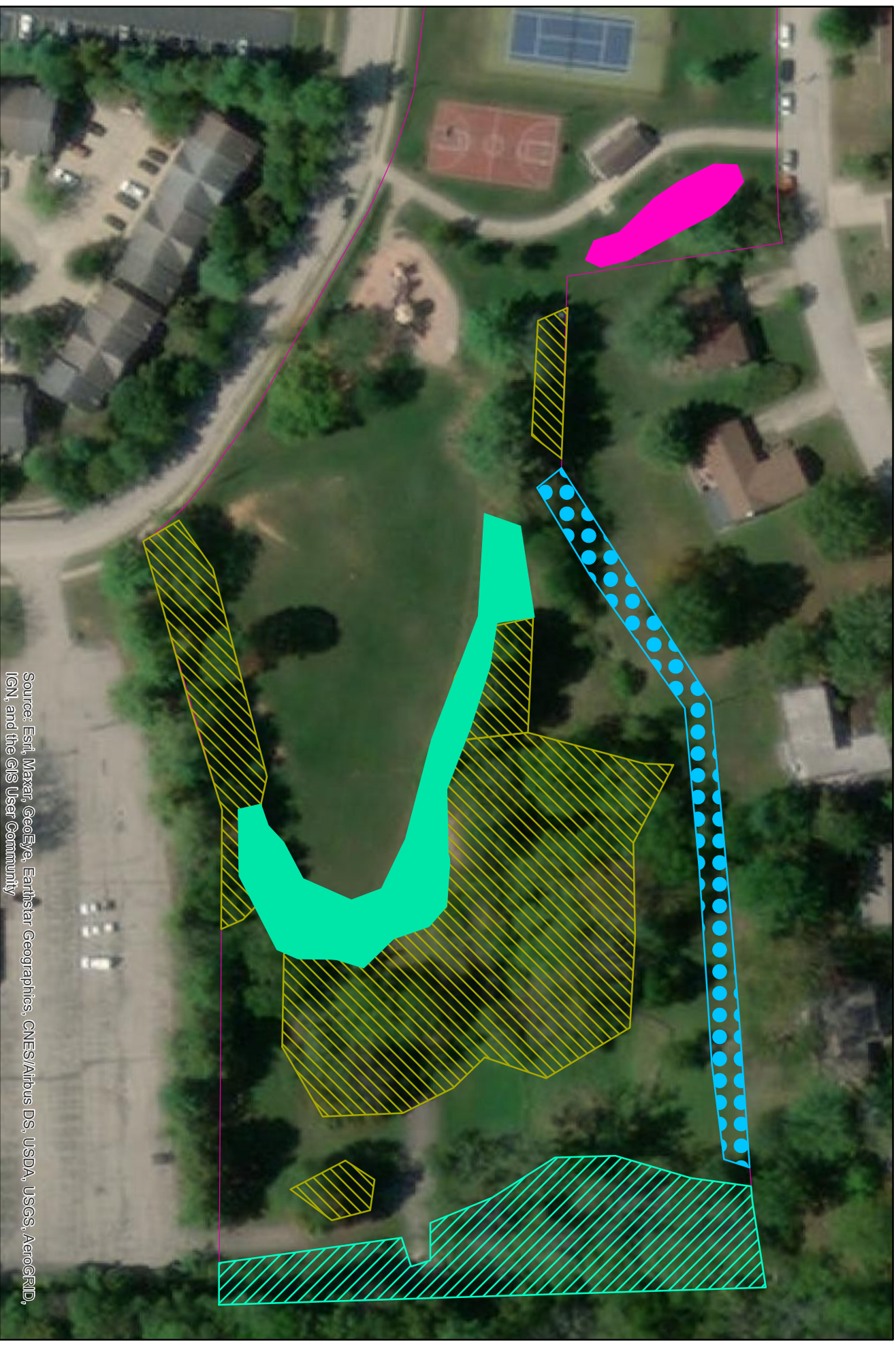
Seeding Pollinator Meadow - \$ 1,633.55

Total Proposal - \$ 4,058.55*

*All herbicide treatment to be performed by OISC Certified applicators

Mesic Pollinator Mix					
Latin Name	Common name	oz/acre	Height	Bloom Season	Bloom Color
Graminoids					
Carex granularis	meadow sedge	2	1"	May	green
Elymus canadensis	Canada wild rye	16	3'	July-Aug	green
Elymus virginicus	Virginia wild rye	16	3'	July-Aug	green
Schizachyrium scoparium	little bluestem	32	2-3'	Aug-Sept	green
Sporobolus heterolepis	prairie dropseed	4	2-3'	Aug-Sept	golden
	total graminoids	70			
Forbs					
Allium cernuum	nodding wild onion	2	1'	July-Aug	pink
Asclepias tuberosa	butterflyweed	2	1'	June-July	orange
Asclepias syriaca	common milkweed	5	3-5'	June-July	pink
Chamaecrista fasciculata	partridge pea	3	1-2'	July-Sept	yellow
Coreopsis lanceolata	lanceleaf coreopsis	4	1-2'	May-June	yellow
Echinacea pallida	pale purple coneflower	2	2-3'	Man-June	pink
Echinacea purpurea	purple coneflower	4	2-3'	June-Aug	pink
Eryngium yuccifolium	rattlesnake master	2	3-4'	July-Sept	white
Helianthus occidentalis	western sunflower	1	2-4'	Aug-Sept	yellow
Heliopsis helianthoides	false sunflower	2	3-5'	July-Sept	yellow
Liatris spicata	dense blazing star	2	3-5'	July-Aug	purple
Monarda fistulosa	bergamot	0.5	3-5'	July-Aug	pink
Oligoneuron riddelli	riddell's goldenrod	1	2-3'	Sept-Oct	yellow
Oligoneuron rigidum	stiff goldenrod	1	3-5'	Sept-Oct	yellow
Penstemon digitalis	foxglove beardtongue	1	1-2'	June	white
Pycnanthemum virginianum	Virginia mountain mint	1	1-2'	July-Aug	white
Ratibida pinnata	yellow coneflower	2	3-5'	July-Aug	yellow
Rudbeckia hirta	black-eyed susan	3	2-3'	June-July	yellow
Rudbeckia subtomentosa	sweet black-eyed susan	2	3-5'	Aug-Sept	yellow
Senna hebecarpa	wild senna	2	3-5'	July-Aug	yellow
Silphium terebinthinaceum	prairie dock	2	4-6'	July-Sept	yellow
Symphyotrichum laeve	smooth aster	1	2-4'	Sept-Oct	lavender
Symphyotrichum novae-angliae	New England aster	0.5	3-5'	Sept-Oct	purple
Tradescantia ohiensis	Ohio spiderwort	1.5	2-3'	May-July	blue
Vernonia gigantea	tall ironweed	1	3-6'	Aug-Sept	purple
Zizia aurea	golden alexanders	1.5	2-3'	May	yellow
	total forbs	50			

Park Ridge East Phase I and II Improvements



0

150

300

600

Feet

1 in = 83 feet

EcoLogic



8885 W. Vernal Pk.
Bloomington, IN 47404
(812) - 876 - 7711

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, without

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.

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 Proposal.

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 (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.

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 OF 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 creditors.

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.

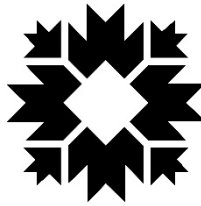
15. Force Majeure. Neither party shall be liable to the other or be deemed in default, for any failure or delay in performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond their reasonable control including acts of God, flood, 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.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-7
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations coordinator
DATE: April 27, 2021
SUBJECT: SERVICE AGREEMENT WITH ARAMARK

Recommendation

Staff recommends approval of a (3) year Service Agreement with Aramark for Operations Division which will provide weekly laundered uniform and mat services. Funding source for this is from the Operations General Fund Budget: 200-18-189000-53920. Annual cost for a 3 year period will be \$1,120.

Background

The Operations Division began utilizing Aramark in 2018 and has since been very satisfied with the service. Four RFT Union staff have elected to take part in this program. The workwear provided by this service is most suited to the type of work this group is subjected to on a daily basis and offers the convenience of weekly laundering.

This program is a 50% cost share between the City and the employee. The employee's portion is a weekly payroll deduction.

RESPECTFULLY SUBMITTED,

Barbara J Dunbar, Operations Coordinator

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

This Agreement, entered into on this 27th day of April, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Aramark ("Contractor").

Article 1. Scope of Services Contractor shall provide uniform services for specified apparel and/or allied product rental, lease and/or customer-owned goods. 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 provide these Services required under this Agreement during the time period of May 1, 2021 through April 30, 2024. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 One Thousand One Hundred Twenty Dollars (\$1,120) for each year of Services. Contractor shall submit weekly invoices to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, Operations Coordinator, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. 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:

Weekly cleaning/laundry service of mats and uniforms from May 1, 2021 – through April 30, 2024.

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Lance Wigington, Aramark District Manager. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

ARAMARK

Philippa M. Guthrie, Corporation Counsel

Lance Wigington, District Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 20____.

Aramark

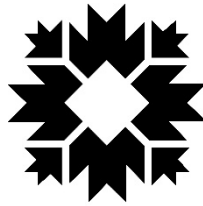
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-8
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: April 27, 2021
SUBJECT: CONTRACT AGREEMENT WITH SINCLAIR RECREATION, LLC FOR
WINSLOW WOODS PARK PLAYGROUND SURFACING

Recommendation

Staff recommends approval of a contract with Sinclair Recreation, LLC for the purchase and installation of poured-in-place rubber safety surfacing at Winslow Woods Park Playground.

Background

This bond project includes a complete replacement of the existing Winslow Woods Park Playground, originally installed in 1990.

Selection Process

The department utilized the Request for Proposal (RFP) method for the purchase of new playground equipment and surfacing for this project. A legal ad was published with two print dates providing notification and RFP packets were posted on the www.bloomingtonplanroom.com site. Email notification was sent to seventeen playground vendors directing them to the Bloomingtonplanroom site.

The RFP specifies design preferences, standards and guidelines, safety and warranty requirements, accessibility and age use requirements, and equipment and material specifications and preferences. A site plan designating the space allocation for each area was also provided.

Play equipment components, and the arrangement of those components, are left to the expertise of the play equipment company and are submitted for our review. The RFP process allows us to consider a variety of factors such as price, integration of play events, appearance, aesthetics and general “fun” factor. Consequently, the process is not a low quote wins.

Each submittal received was thoroughly evaluated by Operations Division staff. A weighted evaluation criterion is utilized to assist in the determination of purchase recommendations.

Proposals are evaluated using (5) weighted factors:

1. Aesthetics and Appearance
2. Play Value
3. Accessible Components
4. How the Design Addresses Guidelines & Specs
5. Cost/Quality/Delivery

In addition, designs with the top seven scores were put into a “Winslow Woods Park Playground Family Survey” and sent out to the parent contact list for Kid City Break Days. Parent comments were reviewed and considered. The final three designs were selected and reviewed in more detail and a finalist was chosen.

Poured-in-place rubber safety surfacing will be installed by the vendor. Our goal is to begin construction late spring/early summer.

Seven vendors submitted proposals for this project for a total of seventeen designs. Two vendors submitted four designs, four vendors submitted two designs, and one vendor one design.

Total project cost for *surfacing* is \$21,200

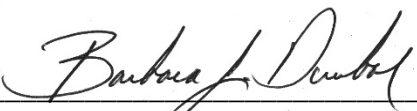
Funding Source: GO Bond Series: 977-18-18016B-54510 Project: 977 2021b

Total *equipment* cost is \$97,800

Funding Source: GO Bond Series: 977-18-18016B-54510 Project: 977 2021b - \$63,300
GO Bond Series: 977-18-18016E-54510 Project: 977 2017r - \$34,500

Park Board approval today is for the surfacing contract only - \$21,200.

RESPECTFULLY SUBMITTED,


Barbara J. Dunbar, Operations Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SINCLAIR RECREATION, LLC
FOR
WINSLOW WOODS PARK PLAYGROUND**

This Agreement, entered into on this 27th day of April, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Sinclair Recreation, LLC (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to install new poured-in-place rubber safety surfacing at Winslow Woods Park Playground; and

WHEREAS, the Department requires the services of a professional Contractor in order to secure the product and materials and perform the labor to install the new surfacing (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

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

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator 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-one Thousand and Two Hundred Dollars (\$21,200.00). 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:

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

dunbarb@bloomington.in.gov

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

reasonable alternative means of performance under the Agreement. Parks shall notify Jeff Branham with Sinclair Recreation, 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	Sinclair Recreation, LLC
Attn: Barb Dunbar, Operations Coordinator	Attn: Diane Sinclair, President
401 N. Morton, Suite 250	128 E Lakewood Blvd – Suite 140
Bloomington, Indiana 47402	Holland, MI 49424

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**SINCLAIR RECREATION, LLC**

 Philippa M. Guthrie, Corporation Counsel

 Diane Sinclair, President

 Paula McDevitt, Director
 Parks and Recreation Department

 Kathleen Mills, President,
 Board of Park Commissioners

EXHIBIT A

“Scope of Work”

Department Responsibilities:

- Removal of existing equipment and surfacing
- Acceptance of equipment and materials delivery
- Unloading & storage of equipment and materials
- Grading of site
- Subbase Prep Work – 4” of #53 stone (level and compacted) 1,060 sq. ft.

Contractor Responsibilities:

- Order product and material
- Sign off on approval of Department’s subbase work
- Install a 2-layer rubber-urethane playground surfacing system which has been designed and manufactured to meet the following criteria:
 1. Shock Attenuation (ASTM F1292)
 2. Gmax: Less than 200
 3. Head Injury Criteria: Less than 1000
 4. Flammability (ASTM D2859) Pass.
 5. Tensile Strength (ASTM D412): 60 psi (413 kPa)
 6. Tear Resistance (ASTM D624): 140%
 7. Water Permeability: 0.4 gal/yd 2/second
 8. Accessibility: Comply with requirements of ASTM F1951

Provide a dumpster for surfacing material and all other waste debris resulting from surface installation work and removal from site at completion

EXHIBIT B

“Project Schedule”

Work will not begin before May 1st and/or until the Department has completed all applicable preliminary site work and shall be completed by December 31, 2021.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Sinclair Recreation, LLC

By: _____
Printed Name

Signature

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



City of Bloomington Tabulation Form



Date: 3/26/2021

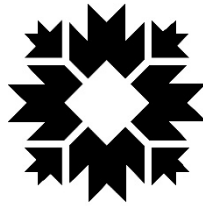
Department Contact Information	
Name	Barb Dunbar
Address	Blmgtm Parks & Recreation Dept. PO Box 848
City, State, ZIP	Bloomington, IN 47402
Phone	(812)349-3498
Email	dunbarb@bloomington.in.gov

Quote/Bid Tabulation For Parks and Recreation Winslow Woods Park Playground - 2021

Vendors	Description 1	Description 1	Description 1	Options	Manufacture	Model
Commercial Recreation Group	Playground Equipment/Design and Installation of Poured-in-Place Surfacing			1. \$115,649.02 2. \$82,943.69	Playcraft Systems	
Midstates Recreation	Playground Equipment/Design and Installation of Poured-in-Place Surfacing			1. \$98,391 2. \$95,325	Playworld Systems, Inc.	
PlayPros	Playground Equipment/Design and Installation of Poured-in-Place Surfacing			1. \$138,745.10 2. \$93,794.10 3. \$110,394.50 4. \$131,374.70	Landscape Structures	
Parkreation, Inc	Playground Equipment/Design and Installation of Poured-in-Place Surfacing			1. \$72,914.50 2. \$62,358.35	Little Tykes Commercial	
Recreation InSites, LLC	Playground Equipment/Design and Installation of Poured-in-Place Surfacing			1. \$86,486	Kompan	
Sinclair Recreation, LLC	Playground Equipment/Design and Installation of Poured-in-Place Surfacing			1. \$119,000 2. \$90,000 3. \$102,000 4. \$99,000	GameTime	
Snider Recreation	Playground Equipment/Design and Installation of Poured-in-Place Surfacing			1. \$79,500 2. \$97,750	Burke	

Bid or Quote will be awarded to : Sinclair Recreation, LLC

Evaluation Criteria	Possible Points	Commercial Recreation Group	Midstates Recreation	PlayPros	Parkreation, Inc	Recreation In-Sites, LLC	Sinclair Recreation, LLC	Snider Recreation	Playcore	Total
Aesthetics and Appearance - A subjective rating based on the creativity, imagination, aesthetics, and sensitivity to the overall appearance of the parks and playground location	20	Option 1: 18 Option 2: 18	Option 1: 16 Option 2: 16	Option 1: 15 Option 2: 14 Option 3: 15 Option 4: 14	Option 1: 16 Option 2: 15	12	Option 1: 18 Option 2: 16 Option 3: 16 Option 4: 16	Option 1: 16 Option 2: 19	Proposal could not be considered. Vendor's submittal was received on Wed., March 3, (5) days after the Friday, Feb. 26 deadline.	
Play Value - Number and type of stations, elements, climbers, gliders, ladders, ramps, slides, spinners, hand loops, tunnels, bridges, tubes, panels, overhead events, etc. will be evaluated. A logical progression of use, and the subjective evaluation of “excitement” and “challenge” incorporated in the proposed design shall also be reviewed in an evaluation of Play Value. Incorporation of height, active, creative, and social events/activities in design.	20	Option 1: 17 Option 2: 15	Option 1: 14 Option 2: 13	Option 1: 14 Option 2: 12 Option 3: 14 Option 4: 15	Option 1: 15 Option 2: 15	15	Option 1: 15 Option 2: 14 Option 3: 16 Option 4: 14	Option 1: 15 Option 2: 16		
Accessible Components - Accessible play elements incorporated into the equipment design and fully integrated throughout so as not to create segregated situations. Design that incorporates transfer tiers. Play elements that promote sensory experiences. Appropriate reach ranges and clear widths for tot and juvenile age group, usable by children with disabilities. Mix of elevated and ground level play components. Accessible element(s) provided that offer similar experience(s) to non- accessible elements.	20	Option 1: 14 Option 2: 13	Option 1: 10 Option 2: 10	Option 1: 15 Option 2: 12 Option 3: 13 Option 4: 13	Option 1: 14 Option 2: 12	13	Option 1: 15 Option 2: 14 Option 3: 13 Option 4: 13	Option 1: 14 Option 2: 17		
Addresses Design Guidelines and Specifications - Compliance with playground standards and guidelines. Projected lifespan of components. Compliance with warranty requirements for equipment and materials proposed. Structurally sound materials, suitable for safe play and long term durability. Proposed design meets the Owners desires for the type of equipment suited to the site. Equipment specifications are also met.	20	Option 1: 17 Option 2: 18	Option 1: 15 Option 2: 15	Option 1: 14 Option 2: 12 Option 3: 10 Option 4: 11	Option 1: 16 Option 2: 16	14	Option 1: 16 Option 2: 15 Option 3: 16 Option 4: 15	Option 1: 16 Option 2: 16		
Cost/Quality/Delivery - Meets budges guidelines. Delivery within specified time limit. Customer service and product support. Rated life of equipment/components when compared to initial purchase cost. Vendor history with Bloomington Parks and Recreation. Reputation and reliability of manufacturer.	20	Option 1: 20 Option 2: 20	Option 1: 20 Option 2: 20	Option 1: 20 Option 2: 20 Option 3: 20 Option 4: 20	Option 1: 20 Option 2: 20	20	Option 1: 20 Option 2: 20 Option 3: 20 Option 4: 20	Option 1: 20 Option 2: 20		
Total Points Possible		100	Option 1: 86	Option 1: 75	Option 1: 78	Option 1: 81	74	Option 1: 84	Option 1: 81	0
			Option 2: 84	Option 2: 74	Option 2: 70	Option 2: 78		Option 2: 79	Option 2: 88	0
				Option 3: 72			Option 3: 81			0
Denotes top 7 proposals				Option 4: 73			Option 4: 78			0



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-9
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: April 27, 2021
SUBJECT: ADDENDUM TO CONTRACT AGREEMENT WITH SINCLAIR RECREATION, LLC FOR WINSLOW WOODS PARK PLAYGROUND EQUIPMENT INSTALLATION

Recommendation

Staff recommends approval of a contract addendum with Sinclair Recreation, LLC for the installation of play equipment at Winslow Woods Park Playground.

Cost for installation is \$31,500

Funding Source: GO Bond Series: 977-18-18016B-54510 Project: 977 2021b

Background

The RFP for the Winslow Woods Park Playground project specified requests for purchase of play equipment and purchase and installation of poured-in-place rubber safety surfacing only. However, after accepting the vendor's bid, a large enough balance remained to allow the Department to include the cost of installation of the play equipment as well. Staff feels it would be in their best interests to take advantage of this opportunity. A quote was received and this addendum reflects a change order to fund the installation of the play equipment.

RESPECTFULLY SUBMITTED,

Barbara J. Dunbar, Operations Coordinator

2021-January

**ADDENDUM
TO
AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SINCLAIR RECREATION, LLC**

Entered in this ____ day of _____, 2021

WHEREAS, the City of Bloomington Department of Parks and Recreation (the “Department”) and Sinclair Recreation, LLC.(“Contractor”) entered into that certain Agreement for work to be performed by Contractor at the Winslow Woods Park Playground (“Agreement”); and

WHEREAS, the Contractor’s bid amount left the Department with sufficient funds in its budget for the Winslow Woods Park Playground project to have Contractor perform an additional scope of work for installation of new playground equipment at Winslow Woods Park Playground.

WHEREAS, the Department wishes to have this work performed by Contractor; and

WHEREAS, the Contractor is in agreement with this Addendum; and

WHEREAS, pursuant to Article 4 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

NOW, THEREFORE, the parties hereto mutually agree to addend the Agreement as follows:

Article 1. Scope of Services: To addend the Agreement to add the additional scope of installation of playground equipment as more specifically detailed in the attached Exhibit A.

Article 4. Compensation: To addend the Agreement to reflect the additional charge of not to exceed Thirty-one Thousand Five Hundred dollars and zero cents (\$31,500.00).

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

CITY OF BLOOMINGTON

SINCLAIR RECREATION, LLC

Philippa Guthrie, Corporation Counsel

Diane Sinclair, President

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

Contractor Responsibilities:

- Installation of GameTime playground equipment
- Provide a dumpster for packaging material and all other waste debris resulting from equipment installation work and removal from site at completion.



STAFF REPORT

Agenda Item: B-10
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erin Hatch, Urban Forester
DATE: April 27, 2021
SUBJECT: AGREEMENT WITH DAVEY RESOURCES GROUP, INC. FOR YOUNG TREE PRUNING

Recommendation

Staff recommends approval of the agreement with Davey Resources Group, Inc. for small tree pruning services in the downtown area. Funding source: 200-18-189503-53990. Amount not to exceed \$15,417.15.

Background

Pruning of 82 total City Street Trees, from 7" to 14" in diameter of mixed species, located along streets in the downtown and adjacent areas. Pruning is focused on small, young trees, and focused on pruning for pedestrian and vehicular clearance and long-term structure and health of the trees. Pruning trees while younger will help ensure that they have proper structure as they mature and reduce potential issues associated with poor form and structure.

RESPECTFULLY SUBMITTED,

Erin Hatch, Urban Forester

2021-January

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
DAVEY RESOURCE GROUP, INC.
FOR
YOUNG TREE PRUNING**

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Davey Resource Group, Inc.. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to prune City of Bloomington trees; and

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifteen Thousand Four Hundred Seventeen dollars and fifteen cents (\$15,417.15). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

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

reasonable alternative means of performance under the Agreement. Parks shall notify [Contractor/ Partner/ Agency] of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, 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	Davey Resource Group, Inc.
Attn: Erin Hatch	Attn: Aren Flint
401 N. Morton, Suite 250	5641 W. 73 rd St.
Bloomington, Indiana 47402	Indianapolis, IN 46278

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

DAVEY RESOURCE GROUP, INC.

Philippa M. Guthrie, Corporation Counsel

Brent R. Repenning, Executive Vice President

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Pruning of 82 Total City Trees, from 7” to 14” in diameter of mixed species. Specific list of trees to be provided separately to Contractor. Contractor shall follow ANSI A300 standards for pruning and ANSI Z133.1 standards for tree worker safety.

Contractor shall prune all trees for proper street clearance (14' of vertical clearance) and proper sidewalk clearance (8' of vertical clearance) - limbs to be removed back to trunk, removal of conflicting secondary growth or reduced back to lateral growth redirected away from street/sidewalk. Contractor shall prune to remove visible deadwood, broken/hanging branches and improperly pruned branch stubs. Structurally prune trees to promote good branch structure and establishment/maintenance of dominant leader. Management of dominant leader shall be determined by ISA Certified Arborist on site - species and natural form will help dictate the feasibility of selecting a dominant leader.

Contractor shall clean-up work sites to pre-work conditions. All brush, logs, and debris generated shall be disposed of by the Contractor.

Contractor shall communicate work schedule by block to be impacted at least one week in advance.

Contractor shall meet with Project Manager to review initial small subset of pruning work (no more than 10 trees), before continuing rest of work. After approval of initial pruning review, Contractor shall provide periodic progress reports, at least one at the mid-point and near completion of pruning list. Progress report shall outline which trees have been pruned, any complications encountered, or other necessary comments.

Contractor shall provide a report indicating all trees pruned and approximate hours to the Project Manager after completion of pruning.

EXHIBIT B

“Project Schedule”

Project to be completed by December 31, 2021.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Davey Resource Group, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-11
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: April 27, 2021
SUBJECT: AQUATIC CONTROL, INC. CONTRACT ADDENDUM

Recommendation

Staff recommends approval of the contract addendum with Aquatic Control, Inc. to extend the contract completion date as well as update 'Exhibit A' and 'Exhibit B' to reflect the new scope of work and adjusted project schedule.

The total remaining balance from the 2020 contract to be used is \$6,521.25. Aquatic Control will perform herbicide treatment and survey work in the amount of \$5,609.00. Since this is a cost share agreement, \$4,487.20 (80%) will be charged against the LARE grant funding and \$1,121.80 (20%) will be charged against Natural Resources 201-18-184000-53990.

Background

Unused funds from the Indiana Department of Natural Resources (IDNR) 2020 Lake and River Enhancement (LARE) program have been approved for use in 2021. The remaining grant funds will cover 80% of the cost of treatment of Eurasian watermilfoil in Griffy Lake and an update to the survey data spreadsheet. The Eurasian watermilfoil treatment will prevent excessive weed growth, which would have negative effects on recreational activities and wildlife at the lake.

RESPECTFULLY SUBMITTED,

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

Rebecca Swift, Natural Resources Coordinator



**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND
AQUATIC CONTROL, INC.**

**FOR GRIFFY LAKE AQUATIC VEGETATION MANAGEMENT PLAN UPDATE AND INVASIVE PLANT
CONTROL**

Entered in this ____ day of _____, 2021

WITNESSETH:

WHEREAS, in **April 2020**, the City of Bloomington Department of Parks and Recreation (the “Department”) and Aquatic Control, Inc.(“Consultant”) entered into a certain Agreement (“Agreement”) for the control of invasive aquatic plants in Griffy Lake and to update the Griffy Lake Aquatic Vegetation Management Plan (“AVMP”).

WHEREAS, in March 2021, the Department was notified by the Indiana Department of Natural Resources (“IDNR”) that remaining funds from the 2020 Lake and River Enhancement (“LARE”) grant would be made available for 2021 Griffy Lake treatments and Aquatic Vegetation Management Plan (“AVMP”) updates;

WHEREAS, the Department wishes to have this work done; and

WHEREAS, the Consultant is in agreement with this Addendum (“Addendum”); and

WHEREAS, pursuant to Article 4 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

NOW, THEREFORE, the parties hereto mutually agree to addend to the Agreement as follows:

Article 1. Scope of Services: Consultant shall provide the additional Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Addendum. Consultant shall diligently provide the Services under the Agreement and shall complete the Services described in this Addendum in a timely manner consistent with the Standard of Care identified in Article 2 of the Agreement. Consultant shall complete the Services required under this Addendum on or before March 15, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

Article 6. Schedule: Consultant shall perform the additional Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

CITY OF BLOOMINGTON

AQUATIC CONTROL, INC.

Paula McDevitt, Director
Parks and Recreation Department

Leif Willey, Lake & Special Projects Supervisor

Kathleen Mills, Park Board President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Griffy Lake Submersed Aquatic Vegetation Survey - 2021

Post-treatment Tier II Survey	\$1,200.00
Survey Data Spreadsheet Preparation	\$300.00

Eurasian Watermilfoil Treatment

Selective herbicide treatment of up to 20 acres	\$4,109.00
---	------------

Total 2021 expenses:	\$5,609.00
-----------------------------	-------------------

EXHIBIT B

“Project Schedule”

Pre-treatment distribution map for each exotic species	April - May 31, 2021
Eurasian watermilfoil treatment	April - June 30, 2021
Post-treatment Tier II Survey	July - August 31, 2021
Post-treatment map with the herbicide and acreage	August - September 30, 2021
Permit meeting with DNR and local sponsors	October- November 30, 2021
Griffy Lake Survey Data Presentation	February- March 15, 2022



STAFF REPORT

Agenda Item: B-12 Date: 4/21/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: April 27, 2021
SUBJECT: REVIEW/APPROVAL OF GRIFFY LAKE NATURE PRESERVE
COMMUNITY HUNTING ACCESS PROGRAM (CHAP) CONTRACT
WITH WHITE BUFFALO INC.

Recommendation

Staff recommends approval of the Community Hunting Access Program Contract with White Buffalo Inc. The proposed cost of the White Buffalo contract for the 2021 CHAP hunt is \$29,475.

Background

Studies of the deer population in Bloomington officially began with the establishment of the Joint City of Bloomington-Monroe County Deer Task Force, a citizen group created by local government in response to concerns from ecologists and residents about deer damage in the Griffy area. The Deer Task Force submitted their official report of findings in 2012, and the report was formally accepted as an advisory document by the Common Council on December 12, 2012. The Task Force recommended a sharpshooting effort to reduce the deer population within the Preserve. A sharpshooting effort was attempted in 2014 but was unsuccessful due to a large acorn crop that interfered with the timing of deer coming to bait stations. A sharpshooting effort in 2017 removed 62 deer from the Preserve. A Community Hunting Access Program hunt was conducted in 2019 and successfully removed 26 deer from the Preserve. The CHAP hunt conducted in 2020 removed 40 deer from the Preserve.

The Community Hunting Access Program was developed by the Indiana Dept. of Natural Resources to provide hunting opportunities for Indiana hunters. CHAP funding, which was 2021-January

approved and received for 2019 and 2020, reduced the cost of deer management to the City. A CHAP application was submitted for this year and the grants should be awarded by June.

White Buffalo Inc. (WBI) will provide assistance in the recruitment of hunters and will provide proficiency screening for hunting applicants, supervise scheduled hunting activities, select general hunting locations within GLNP, facilitate in the removal of harvested deer, and generate a report as required by the CHAP program.

All rules and regulations that apply to hunting deer in the state of Indiana during the firearms season will be followed. A multi-step process will be used to vet hunters to ensure compatibility with program goals. Hunters will be selected based on their demonstrated safe and proficient use of a firearm, hunting experience, community involvement, and commitment to hunting ethics and safety.

Logistics

A. Timing

The proposed time frame for the CHAP hunt coincides with the first three weekends of firearm season, November 13, 14, 20, 21, 22, 27 and 28, 2021.

B. Participants

The hunt will be conducted by licensed Indiana hunters who have been vetted, trained and supervised by White Buffalo, Inc., a leading expert in population control of white-tailed deer in urban areas. This firm was selected based on their familiarity with Midwestern forest ecosystems, their research knowledge and comprehensive understanding of the ecology of white-tailed deer, and their flawless safety record. White Buffalo Inc. developed the CHAP program for the Indiana Dept. of Natural Resources and trained the CHAP coordinators in the state.

C. Safety Issues

Safety is the first priority of the deer herd reduction effort, and takes precedence over all other considerations. Sharpshooting will take place from elevated stands so the trajectory of bullets will be down and into the ground.

A private security firm will be hired by the BPR to patrol the area surrounding Griffy Lake Nature Preserve, and to advise members of the public of the temporary closure of the property during the hunt. Security personnel will be in contact with White Buffalo at all times to inform them of potential conflicts with property users. Signs placed conspicuously at parking areas and trail heads will inform the public of the closure of the property during the weekends of the hunt.

Long-Term Deer Management Plan

Maintaining the deer herd in numbers that will allow the understory forest vegetation to recover is the long-term goal. Bloomington Parks and Recreation staff will continue monitoring the presence and height of forest understory plants, including tree seedlings, in established control plots. Data collected in future growing seasons will help determine whether or not additional deer need to be removed the following winter in order for the plant population to recover.

Bloomington Parks and Recreation will communicate with staff from the IU Research and Teaching Preserve to coordinate notification about property closures

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Steve Cotter". The signature is fluid and cursive, with the first name "Steve" and last name "Cotter" clearly distinguishable.

Steve Cotter, Natural Resources Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
WHITE BUFFALO, INC
FOR
COMMUNITY HUNTING ACCESS PROGRAM DEER CULL**

This Agreement, entered into on this 27th day of April, 2021, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and White Buffalo Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to implement a deer cull at Griffy Lake Nature Preserve through the Community Hunting Access Program; and

WHEREAS, the Department requires the services of a professional consultant in order to coordinate the hunt, recruit and train hunters, facilitate removal of harvested deer, and submit a report with hunt results and recommendations (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 March 1, 2022 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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-nine Thousand, Four Hundred and Seventy-Five Dollars (\$29,475.00) 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:

Steve Cotter
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 White Buffalo Inc. 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		White Buffalo Inc.	
Attn: Steve Cotter		Dr. Anthony DeNicola	
401 N. Morton, Suite 250		26 Davison Road	
Bloomington, Indiana 47402		Moodus, Connecticut 06469	

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**White Buffalo Inc.**

 Philippa M. Guthrie, Corporation Counsel

 Dr. Anthony DeNicola, President

 Paula McDevitt, Director
 Parks and Recreation Department

 Kathleen Mills, President,
 Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

White Buffalo Inc. (WBI) will provide assistance to the municipality in the recruitment of hunters for participation in a firearm hunt to be conducted during the regular deer hunting season. In addition, they will provide proficiency screening for hunting applicants, supervise scheduled hunting activities, select general hunting locations within GLNP, facilitate the removal of harvested deer, and generate a report as required by the Community Hunting Access Program grant award.

EXHIBIT B

“Project Schedule”

Hunter recruitment will begin in May 2021

Proficiency screenings will be conducted in July and August 2021

Hunting locations will be selected in October 2021

Hunts will be conducted on Nov. 13, 14, 20, 21, 27 and 28, 2021

STATE OF INDIANA)
)SS:
COUNTY OF _____)

9
Mid Service Contract

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

White Buffalo Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-13
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: April 14, 2021
SUBJECT: PARTNERSHIP AGREEMENT WITH MC TENNIS LLC

Recommendation

Staff recommends approval of this agreement with MC Tennis LLC. We expect to remit to them about \$7,000 for their services in 2021. The funds for this program flow in and out of non-reverting tennis normal operations.

Background

The department has offered tennis lessons for decades as a direct service where we hired the instructors and performed all services related to these lessons. The interest and quality began to suffer over the years. This led us to search for a partner that would have a great vested interest in boosting the program and benefit them and us in the process.

MC Tennis is operated by Matt Cory who coaches tennis at Bloomington South High School. Matt has a great passion for tennis and for building the base of players and interest in the community. MC Tennis also has access to young tennis players that can teach the game to beginning and intermediate players of all ages.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

This Agreement is made and entered into this 27th day of April, 2021, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and MC Tennis.

WHEREAS, BPRD and MC Tennis desire to cooperate in the provision of a tennis instruction program for the general public; and

WHEREAS, MC Tennis 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 affordable and effective tennis instruction program for the Bloomington community 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 April 1, 2022, 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 Partner 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 community to participate in a tennis instruction program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide for skill advancement.
- 3.2 For group lessons the month of May, June, and July; BPRD agrees to:
 1. Develop and distribute promotional materials: tennis instruction brochures, news releases, program information in both the Parks and Recreation seasonal program guide & the monthly newsletter sent to schools.
 2. Communicate with the public and participants regarding concerns or questions about the program.

3. Implement participant registration, collect money and registration forms, email registration confirmation and program information.
4. Provide rosters of all participants to MC Tennis prior to the start of each session.
5. Provide MC Tennis with reports of fees collected prior to the start of each session.
6. Perform the following payment transactions:
 - a) Collect registration fees of \$60/in city, \$68 non-city for youth and adults per participant for tennis instruction; group only. Group defined as 3 or more per instructor.
 - b) Retain 20% for each participant registered;
 - c) Pay MC Tennis 80% share of fees collected upon receipt by BPRD of and MC Tennis invoice, following the completion of each group of tennis instruction sessions offered.
7. Provide weather hotline.
8. Site visit at least once per session to evaluate service delivery, match participant numbers with session roster, evaluate partnership.
9. Provide court space for June 19 and July 17 weekend competitions free of charge.

4.0 MC Tennis:

- 4.1 The goals of MC Tennis are to offer a tennis instruction program to adults and youth, introduce the sport to the public and increase participation.
- 4.2 For group lessons the month of May, June, and July; MC Tennis agrees to:
 1. Provide and maintain the following equipment: ball hoppers, tennis balls, first aid equipment.
 2. Hire and train tennis lesson instructors for group lessons who are at least 15 years of age. One instructor shall have a general tennis instruction certification. One instructor shall be certified in CPR/First Aid and AED and be in attendance at all times.
 3. Provide invoices to BPRD as detailed in section 3.2.6 (e).
 4. Require participants to register through Parks and Recreation program for group lessons and audit each group lesson registration.
 5. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.
 6. Retain 100% of the following program revenue:
 - A. Private lessons. Private defined as a maximum of two participants.
 - B. Competitions

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 MC Tennis and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 MC Tennis 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 MC Tennis shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement 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 MC Tennis is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. MC Tennis shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques and equipment.
- 5.6 The location of the program shall be provided by MC Tennis at their facilities at 1965 S. Walnut St., Bloomington, IN; or Winslow Sports Park.
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property if lessons are at Winslow Sports Park or Sherwood Oaks Park.
- 5.8 If lessons are at Winslow Sports Park; Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), LMSA may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If MC Tennis 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.
- 5.9 The parties will evaluate this Agreement and the services provided during the month of January, 2022.
- 5.10 MC Tennis 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 MC Tennis activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against MC Tennis, its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

6.0 Notice:

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

MC Tennis
Matt Corry
7135 South Lodge Road
Bloomington, IN 47403
(812) 606-2844

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

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

MC Tennis
Matt Corry
7135 South Lodge Road
Bloomington, IN 47401
(812) 606-2844

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.

8.0 E-Verify:

MC Tennis is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program that are 18 years of age or older. (This is not required if the E-Verify program no longer exists). MC Tennis shall sign an affidavit, attached as Exhibit A, affirming that does not knowingly employ an unauthorized alien. MC Tennis shall require any subcontractors performing work under this contract to certify to MC Tennis 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. MC Tennis shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

Signed and Agreed to this ____ day of _____, 2021.

MC Tennis:

Matt Corry, President

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Kathleen Mills, President
Board of Park Commissioners

Date

Philippa M. Guthrie, Corporate Counsel

Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____



STAFF REPORT

Agenda Item: B-14
Date: 4/21/2021

Administrator
Review\Approval
PM

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 this contract with Tennis Technology Inc. Funding for this project is from GOB series B not to exceed \$27,440

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 since our budget could afford it. 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: C-1 Date: 4/21/2021

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,

A handwritten signature in black ink that reads "Tim Street". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Tim Street, Operations and Development Division Director
2021-January



STAFF REPORT

Agenda Item: C-2 Date: 4/21/2021

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: April 27, 2021
SUBJECT: CITY OF BLOOMINGTON PARKS & RECREATION ON OUTERSPATIAL
MOBILE APPLICATION

Background

Parks staff is proud to present the 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,

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

Rebecca Swift, Natural Resources Coordinator



STAFF REPORT

Agenda Item: D-1
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: April 27, 2021
SUBJECT: BRAVO AWARD—DANNY MULLER

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Danny Muller with this month's Bravo Award. This is in recognition of his 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 were 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. Danny has served as the Park Ambassador of Building Trades Park since 2017, and over the course of his ambassadorship, Danny has recorded approximately 70 hours of service. We are incredibly grateful for his volunteerism with the department, and we look forward to continuing to work with him, as he has just renewed his ambassadorship for the next two years. Parks and Recreation is proud to recognize Danny as this month's Bravo Award recipient.

RESPECTFULLY SUBMITTED,



Sarah Owen, Community Relations Coordinator



STAFF REPORT

Agenda Item: D-3
Date: 4/21/2021

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Clarence Boone, Facility/Program Coordinator
DATE: April 27, 2021
SUBJECT: STAFF INTRODCUTION – CLARENCE BOONE

Background

It's been said that, "In diversity there is beauty and there is strength!" It is my distinct pleasure to join the Bloomington Parks and Recreation Department as the Program/Facility Coordinator for Bloomington's Farmers Market and Community Gardens. My desire to be a part of this progressive, caring and evolving team was affirmed after facilitating several Saturday Farmers' Markets and attending a Community Garden orientation. The communal exchanges taking place between vendors, planters, patrons and staff gave me great pause and satisfaction.

My vocational mission reads, "Successfully enlist multiple communities and cultures, who embrace a variety of personal experiences, values, and worldviews into the fabric of the City of Bloomington and to create such meaningful engagements that participants will commit their time, talent, ideas, and resources into the life of their municipality." In short, my aim is to enhance the vibrancy of the Bloomington Farmers Market and Community Gardens.

I consider myself an accomplished professional with over 25 years of experience in university advancement, enrollment management and alumni relations, with strong skillsets in program coordination and community volunteerism. After transitioning away from Indiana University, my most recent endeavor was working as a broker REALTOR with responsibilities as a seller's or buyer's agent.

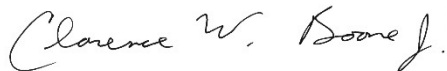
2021-January

My journey at IU began in the Department of Residence Life as a Resident Assistant. I facilitated undergraduate and graduate residential life for 135 students at Memorial Hall. This culminated with my appointment as a Residence Hall Director at Briscoe Quadrangle, where I coordinated developmental programs and enrichment services for 1070 undergraduates. I supervised 24 graduate and undergraduate staff. I managed staff retreats and conducted residential disciplinary hearings. While employed by the Indiana University Foundation and Alumni Association, I served as a major gifts fundraiser and staff liaison to chartered alumni communities, campus partners, and various alumni communities. Along with ensuring that donor and alumni events received a positive rating with regards to revenue, participation, and satisfaction, I produced high level and strategic engagement opportunities. In addition, I was a liaison for the Office of the Vice President for Diversity, Equity and Multicultural Affairs, and founding director of the Office of Community and School Partnerships.

My avocational experiences include my current role as an Assistant Pastor at Light House Community Church. I have thoroughly enjoyed my participation as a group facilitator, and planning and design team member with the “Noah’s Ark” – Community Dialogues on Faith, Race, Racism and Healing. For 16 years, I have volunteered as a producer of “Bring It On” (a Black public affairs radio broadcast) at WFHB Community Radio Station. I have also volunteered with the Bloomington Chapter of Habitat for Humanity and served on the Board of Directors for the Community Kitchen and the Monroe County United Way.

I have been married to Ann Logan Boone for 18 wonderful years, and we have two beautiful daughters Aniya (age 12) and Alayna (age 8). Again, while it’s been said that, “in diversity there is beauty and there is strength,” it is certainly true that “we all smile...in the same language!” Thanks for welcoming me aboard!

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script that reads "Clarence W. Boone".

Clarence Boone
Facility/Program Coordinator
Bloomington Farmers’ Market and Community Gardens

2021-January