

CITY OF BLOOMINGTON
Parks and Recreation

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, June 25, 2019 4:00pm – 5:30pm

Council Chambers
401 North Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of May 21, 2019
- A-2. Approval of Claims Submitted May 22, 2019 – June 24, 2019
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

B. OTHER BUSINESS

- B-1. Review/Approval of partnership agreement with Summer Star Foundation & Parks Partner Award (Elizabeth Tompkins)
(Sarah Owen)
- B-2. Review/Approval of contract with Bruce Wilds Security for B-Town Boom fireworks (Becky Higgins)
- B-3. Information Only – BUEA funded mural at Building Trades Park (Sean Starowitz)
- B-4. Review/Approval of funding agreement for BCT carpet replacement (Mark Marotz)
- B-5. Review/Approval of contract with STR for BCT exterior water infiltration assessment (Mark Marotz)
- B-6. Review/Approval of partnership with Let's Go Sports (Erik Pearson)
- B-7. Review/Approval of contract with Jackson Group (Julie Ramey)
- B-8. Review/Approval of contract with RLR (Julie Ramey)
- B-9. Review/Approval of contract with EcoLogic (Joanna Sparks)
- B-10. Review/Approval of median partnership agreement with Comfort Keepers (Joanna Sparks)
- B-11. Review/Approval of partnership agreement with Mad for My Dog (Bill Ream)
- B-12. Review/Approval of Switchyard Park 2019 Price Schedule (Hsiung Marler)
- B-13. Review/Approval of contract with HFI (John Turnbull)
- B-14. Review/Approval of contract with Lentz Paving LLC (John Turnbull)
- B-15. Review/Approval of contract with Middle Way House (Lee Huss)
- B-16. Review/Approval of contract with Ellington Tree (Lee Huss)
- B-17. Review/Approval of contract with Designscape (Lee Huss)
- B-18. Review/Approval of service agreement with Lee Chapman for Farm Tour (Marcia Veldman)

C. PUBLIC HEARINGS/APPEARANCES

- C-1. Bravo Award - Catherine Walsh (Sarah Owen)
- C-2. Staff Introductions/Recognition- Ashley Spurgeon
Elizabeth Tompkins (Steve Cotter)
- C-3. Public Comment Period -

D. REPORTS

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

ADJOURNMENT



A-1
6-25-19

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, May 21, 2019
4:00 p.m. – 5:30 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER

The meeting was called to order by Les Coyne at 4:15 p.m.

Board Present: Les Coyne, Kathleen Mills and Lisa Thatcher

Staff Present: Paula McDevitt, Dave Williams, John Turnbull, Becky Higgins, Julie Ramey, Mark Sterner, Steve Cotter, Mark Marotz, Kim Clapp, Leslie Brinson, Barb Dunbar, Marcia Veldman, Bill Reams, and Jess Klein

A. CONSENT CALENDAR

- A-1. Approval of Minutes of April 23, 2019 meeting
- A-2. Approval of Claims Submitted April 23, 2019 through May 20, 2019
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

Kathleen Mills made a motion to approve the consent calendar. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. Motion unanimously carried.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period – None

B-2. Bravo Award

Julie Ramey, Community Relations Manager the Department would like to recognize Eco Logic, LLC, a Bloomington-based business specializing in ecological restoration, with the April Bravo Award. In April 2019, Eco Logic, LLC were incredibly generous in donating approximately 400 trees and shrubs to plant throughout Sherwood Oaks Park. Due to flooding, the original planting date was postponed, causing low numbers in volunteer participation. Eco Logic staff stepped up, willing donated their time and expertise to the planting of the trees and shrubs, making it possible to complete the project in one day. Eco Logic's commitment to their company mission is evidence by the generosity, both in resources and in volunteer time. Bloomington Parks and Recreation is proud to recognize them with this month's Bravo Award. Julie Ramey invited Spencer Gail to the podium.

Spencer Gail approached the podium. I want to thank the Board and staff for the award, and give credit to the Ballroom Dancing Club for their help with planting the trees. We have been grateful for our relationship with the City of Bloomington Parks and Recreation Department, since our inception in 1999, when we began working with Steve Cotter. It has been a great relationship, we have learned a lot, and feel we have done a lot of good work. The City of

Bloomington Parks and Recreation Department has an amazing dedicated staff, and we are grateful to be part of the team.

The Board thanked Spence Gail and Eco Logic, LLC for their work and support.

B-3. Parks Partner Award – None

B-4. Staff Introduction –

Emily Rotundo will be working as the Community Events Intern for Leslie Brinson. Emily will be graduating in May 2020, seeking a Bachelor of Science degree in Recreation in the Tourism, Hospitality, and Event Management. Emily is impressed by the Parks and Recreation department's ability to provide creative events that build healthy relationships, provide entertainment and relaxation and promote community health. Emily feels fortunate to be a part of this organization and have a part in giving back to the community this summer.

Caitlin Mattingly will be working as the Health and Wellness Intern for Jess Klein. Caitlin graduated from Indiana University School of Public Health in May 2019, with a Bachelor's degree in Community Health. Parks and Recreation Department is dedicated to the success and growth of interns and Caitlin is looking forward to the experiences that she will gain this summer.

The Board welcomed Emily Rotundo and Caitlin Mattingly.

C. OTHER BUSINESS

C-1. Review/Approval of Partnership Agreement with Indiana University Health Bloomington

Jess Klein, Health and Wellness Coordinator on February 26, 2019 the Board approved a Partnership with Indiana University Health Bloomington. IU Health did not approve the original agreement, and requested the following changes; item 3.11 was added, to agree that neither party will hold the other responsible for any losses, judgments, expenses, etc., item 4.3 was added to state the either party may terminate the agreement without cause, as long as 60 days' notice is provided in writing, and guidelines for communication were clarified. Staff recommends the approval of this updated agreement, which includes these minor changes. The purpose of this Agreement is to outline a program partnership, which will provide community health education, programs, training, marketing, and opportunities to benefit the health and wellness of the community by combining available resources from each party. This has been a successfully partnership for many years.

Kathleen Mills motioned to approve the agreement with Indiana University Health Bloomington. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-2 Review/Approval of Contract with Bruce Wilds Security for Fourth of July Parade

Bill Ream, Community Relations Coordinator the Department wishes to provide the community with a well-organized and safe Fourth of July Parade. The Department requires the services of a professional consultant in order to provide security services at several designated areas in the parade staging area and along the parade route. The Department shall pay the contractor for all fees and expenses in an amount not to exceed \$2,800. Fees will be paid from the Community Event General Fund. Staff recommends the approval of this contract with Bruce Wilds Security.

Kathleen Mills motioned to approve the agreement with Bruce Wilds Security. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-3 Review/Approval of Contract with Professional Golfcar Corporation

Bill Ream, Community Relations Coordinator the Department wishes to provide the community with a well-organized Fourth of July Parade. The Department requires the services of a professional consultant to provide rental of golf cars to staff during the parade activities. The Department shall pay contractor for all fees and expenses in an amount not to exceed \$500. Fees will be paid from the Community Events July 4th General Fund. Staff recommends the approval of this contract with Golfcar Corporation.

Kathleen Mills motioned to approve the agreement with Professional Golfcar Corporation. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-4 Review/Approval of Partnership Agreement with Downtown Bloomington, Inc.

Bill Ream, Community Relations Coordinator the Department wishes to provide the community with festivities on July 4th. This Agreement outlines a partnership which will combine available resources from each party, to provide an event designed to create a social and safe environment for the community to celebrate the Fourth of July. The event will be open to the general public at no cost. There will be a 50/50 split of revenue from parade entry fees. Staff recommends the approval of this partnership with Downtown Bloomington Inc.

Kathleen Mills motioned to approve the agreement with Downtown Bloomington, Inc. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried

C-5 Review/Approval of Contract with Southside Rental

Bill Ream, Community Relations Coordinator the Department wishes to provide the community with a Fourth of July Parade, and Holiday Market. The Department requires the services of a professional consultant to provide rental, deliver, set up, dismantle and removal of tables, chairs, stage risers, tents and other equipment at these events. The Department shall pay contractor for all fees and expenses in the amount not to exceed \$3,700. Staff recommends the approval of this contract with Southside Rental.

Kathleen Mills motioned to approve the agreement with Southside Rental. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried

C-6 Review/Approval of Partnership Agreement with Code & Key Escape Rooms

Bill Ream, Community Relations Coordinator the Department wishes to provide the community the opportunity to participate in a unique summer event. PBRD and Code and Key Escape Rooms desire to cooperate in the provision of a community event called the Bloomington Trail Outdoor Escape Adventure for the general public. The program will be an affordable and family-friendly summer event, which will be a fun way for the members of the Bloomington community to challenge themselves and enjoy the beautiful outdoors. Staff recommends the approval of this agreement with Code & Key Escape Rooms.

Kathleen Mills motioned to approve the partnership agreement with Code & Key Escape Rooms. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-7 Review/Approval of Contract with Agreement with Theta Chi Fraternity

Bill Ream, Community Relations Coordinator the Department wishes to plan, staff, and implement a challenge event called Hoosier Hustle for Theta Chi; an urban adventure challenge where BPRD leads teams of fraternity members on a timed race around campus, competing in both mental and physical challenges as they work in teams. Staff recommends the approval of this agreement. The estimated revenue from the program is \$9,000.

Kathleen Mills motioned to approve the agreement with Theta Chi Fraternity. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-8 Review/Approval of Summer Star Foundation Partnership Agreement for Banneker Nature Days

Steve Cotter, Natural Resource Manager, there is an apparent need to provide wholesome and constructive educational and recreation activities to children in the Bloomington community, that will effectively contribute to the mental, physical, social and education enrichment of children. This Agreement outlines a partnership which will combine resources from each party, to provide environmental educational programming at the Banneker Community Center for children in grades K-6. The goal of this program is to provide outdoor education experiences that connect children to nature in ways that increase their knowledge, interest and respect for the environment and natural spaces. Staff recommends the approval of this Partnership with Summer STAR Foundation.

Kathleen Mills motioned to approve the Partnership Agreement with Summer Star for Banneker Nature Days. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-9 Review/Approval of Contract Addendum with Tabor Bruce Architects.

John Turnbull, Division Director of Sports on May 4, 2017, the Department entered into an Agreement with Tabor/Bruce Architecture & Design, Inc. to have architectural and design services for Cascades Golf Course Clubhouse. The Department wishes to expand scope of work to include a detached banquet room and computer graphic renderings of the clubhouse for marketing purposes. Both parties agree to amend Article 1 to reflect the additional work, to amend Article 4 to reflect the additional charge of not to exceed \$5,000, and to amend Article 6 consultant shall perform the services including additional work through the completion of construction which will be no later than October 1, 2019. Staff recommends the approval of the Addendum to the Tabor Bruce Architects contract.

The Board inquired, if the banquet room would be available for public rental.

John Turnbull responded, yes, the banquet room will be available for rental.

Kathleen Mills motioned to approve the contact addendum with Tabor Bruce Architects. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-10 Review/Approval of Golf Cart Lease Agreement with First Financial Equipment Finance, LLC

John Turnbull, Division Director of Sports on February 26, 2019, the Board approved the proposal to purchase 75 golf cars at the Cascades Golf Course. Tonight, staff is recommending approval of the actual lease document, in the amount of \$225,000. No terms have changed from the proposal and memo of agreement.

Kathleen Mills motioned to approve the Golf Car Lease agreement with First Financial Equipment Finance, LLC. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-11 Review/Approval of Contract with Bledsoe Riggert Cooper James

Barb Dunbar, Operations Coordinator due to age and condition, the Department wishes to construct a new playground, replace an existing walkway, and determine the boundary for the south border of Bryan Park. The Department requires the services of a professional consultant to perform construction layout of playground at Crestmont Park, walkway reconstruction at Building Trades Park, and survey services of south border at Bryan Park. Staff recommends approval of this contract with Bledsoe Riggert Cooper James, total of projects are not to exceed \$9,950. Crestmont Park Playground \$6,000, will be funded from the General Obligation Fund, the Building and Trades project \$2,000 and Bryan Park project \$1,950 will be funded from Operations General Fund.

Kathleen Mills motioned to approve the contract with Bledsoe Riggert Cooper James. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-12 Review/Approval of Addendum to Service Agreement with Izzy's Rental

Barb Dunbar, Operations Coordinator, on December 10, 2018, the Department entered into a contract with Izzy's Rental for cleaning/pumping services for portable toilets owned by the Department. The Department wishes to extend the scope of service to include three additional locations, Upper Cascades Skate Park, Bryan Park and Griffy Lake. These locations were under contract with Monroe Tuff-Jon, that contract has been terminated. Both parties agree to amend Article 1 by adding the three locations, and amend Article 2 increasing compensation for all fees and expenses in an amount not to exceed \$8,850. All other terms of the Agreement are still intact. Staff recommends the approval of the Addendum to Izzy's Rental contract. Natural Resources General Fund will fund the Griffy Lake location, Operations General Fund will fund the Skate Park and Bryan Park.

The Board inquired if the department was experiencing vandalism to the units.

Barb Dunbar responded, vandalism usually consist of tipping over the units. The department, now secures the portable toilets with stakes, or by placing limestone mill blocks around the unit. The department has gradually been purchasing units, and will own all units after 2020. This will lower cost, as there will only be service charges and no rental charges.

Kathleen Mills motioned to approve the service agreement addendum with Izzy's Rental. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-13 Review/Approval of Contract Addendum #3 with Cornerstone PDS for Crestmont and Waldron, Hill Buskirk Park Design.

Dave Williams, Operation Division Director the Department entered into a contract with Cornerstone PDS, to develop site plan and construction documents for playground area at Crestmont Park, design and construction documents for renovations to lawn area between band pavilion and fountain at Waldron, Hill, Buskirk Park. On July 24th the scope of services was amended to add the design accessible sidewalk entrance and delivery ramp at the Allison-Jukebox Community Center. On December 10, 2018, the scope of services was amended to add stairwell and pervious pavers. Due to these additional changes the Department wishes to extend the date of completion. Both parties agree to amend Article one to reflect a new completion date of September 1, 2020 and to modify Exhibit B “project Schedule” to state all services to be completed by no later than September 1, 2020. Staff recommends the approval of this Addendum to the contract with Cornerstone PDS.

Kathleen Mills motioned to approve the contract addendum with Cornerstone. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-14 Review/Approval of Contract with Bartlett Tree Experts

Dave Williams Operations Division Director to maintain trees, and for public safety the Department wishes to have 4 public trees pruned and 6 hazardous trees removed. The Department requires the services of a professional consultant to perform pruning work of 1 Black Locust, 1 Hackberry, and 1 Honeylocust at Peoples Park, pruning work of one Pin Oak tree at Hillside Crossing, and cut down 5 Ash trees and 1 Oak tree at Olcott Park. This projected is funded through the Urban Forestry General Fund and is not to exceed \$6,290.

Kathleen Mills motioned to approve the contract with Bartlett Tree Experts. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-15 Review/Approval of Contract Addendum with Davey Resource Group

Dave Williams, Operations Division Director on December 10, 2018, the Department entered into a contract with Davey Resources Group to perform an urban forest canopy assessment and inventory of street and selected downtown parks. The Department wishes to expand the scope of work to include additional street tree inventory, park tree inventory, and the purchase of one additional tablet, as well as to extend the completion date. Both parties agree to amend Article 1 to reflect changes in design area and services shown in Scope of Work, modify Article 1 to change the completion date to February 29 2020, amend compensation for all fees and expenses in the amount not to exceed \$165,250. Locations include with highest priority listed first to lowest listed last; Millers Showers, Building Trades, Lower Cascades, Rosehill Cemetery, White Oak Cemetery, Butler Park, Olcott park, and Twin Lakes Sports Complex. Staff recommends approval of the Addendum to the contract with Davey Resource Group.

The Board inquired, if there is an arrangement to maintain and update the information collected. What is the end date for the physical counting?

Dave Williams responded, yes there is an arrangement for updating the information. Once the project is completed, Davey Resources Group will present the findings to the Board. Physical counting should be concluded by end of July, 2019. It is important to complete this project, as there will be additional trees planted in the City through the Bicentennial Trails and Trees Allocations.

Kathleen Mills motioned to approve the contract addendum with Davey Resource Group. *Lisa Thatcher* seconded the motion. Les Coyne any public comments or questions, seeing none. The motion was unanimously carried.

C-16 Review/Approval of Agreement with Middle Way House

Mark Sterner, Sports Area Manager Middle Way House provides shelter for women and children fleeing violence at home. This Agreement outlines a partnership which will combine resources from each party, to allow Middle Way House use of Ralph Mills Swimming Pool. Middle Way House will be given five season pool passes that are interchangeable between their counselors/staff members. Aquatics will track daily attendance and invoice Middle Way House \$5.00 per person, for those participants not qualifying for a fee waiver. Middle Way House will provide payment at the end of the season based on the above pay structure.

Kathleen Mills motioned to approve the agreement with Middle Way House. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. The motion was unanimously carried.

C-17 Review/Approval of Contract with Nashville Party Rental

Marcia Veldman, Program/Facility Coordinator the Department wishes to host the Homegrown Indiana Farm Tour at Living Roots Farm and Sustainable Living Center, on Sunday, July 14, 2019. The Department requires the services of a professional consultant to provide delivery, set up, and pick up of rental tents, tables and chairs at the event. The Department shall pay contractor for all fees and expenses in the amount not to exceed \$1,200. Staff recommends the approval of the contract with Nashville Party Rental, Inc.

D REPORTS

D-1 Recreations Division – Farmers’ Market Advisory Council Annual Report

Marcia Veldman, Farmers’ Market Coordinator invited *Kathy Aiken*, Outgoing Farmers’ Market Advisory Council Chair to the podium.

Kathy Aiken approached the podium and delivered the 2018 Farmers’ Market Advisory Council Report.

- In 2018 the Market had record attendance, 264,000 participants over entire season
- 4 Saturdays and bad weather in April, caused decline in April participants
- November and December numbers were lower
- Customer attendance was down at Tuesday Market. 1,986 for season, lowest average in the past five years
- Tuesday Market vendors was 34% lower
- Discussed possibility of moving Tuesday Market to Switchyard Park in 2020
- Vendor counts on Saturday Market was lower than previous years
- New markets in surrounding area is main reason for decrease
- Markets selling more than just produce, and with more flexible rules, maybe lowering vendor numbers
- The current number of registered vendors, is sufficient to create a full market
- The Market exceeded the 100% cost recovery goal, and generated 103% of the budget
- Revenue from prepared food vendors decreased approximately \$1,000
- Prepared food vendors submitted a request to restructure the vendor fees. Drop \$10 daily flat fee, and only charge the 10% of gross profits.
- Staff recommended to Board to accept this pricing restructure
- The Food Truck spaces are still popular
- Sarah Mullin, new Market Master was hired in June, Sarah is experienced in markets and gardening
- Since 2018, the Market has secured \$100,000 funding to provide double snap benefits. This increases access to healthier food to lower income families
- 2018 Innovative Farm arrangement was successful
- In interest to transparency, Innovative Farm applications are reviewed by FMAC for recommendations. Staff makes decision and vendors are notified by Market Beet.
- Proposal was approved, if an Innovative Farm application has been approved for two years with insignificant changes, the step of going before the FMAC is eliminated
- Complaints received regarding find parking spaces
- In September, representative from League of Woman voters request pricing restructure for Info Alley. Currently \$10 daily fee, or \$350 season. The request was made to lower or eliminate fee for non-profit organizations. FMAC decided not to move forward with this requested change
- Plans for Switchyard Park are always an interest of FMAC, SYP is discussed on a regular basis

The Board inquired if parking may be causing a drop in attendance.

Kathy Aiken responded, there will always be a natural ebb and flow in attendance. There are solutions to parking: a map has been created with parking sites marked, coming at different times, use of baskets to take purchases back to cars, looking at different sites to park.

Marcia Veldman approached the podium, please note 2018 did have a record attendance.

The Board thanked Kathy Aiken and the Farmers' Market Advisory Council for all of their time and hard work.

D-2. Operations Division – No Report

D-3 Sports Division – No Report

D-4 Administration Division – No Report

Paula McDevitt, Administrator the Summer Kick-off Celebration event will be held Friday, May 24, 2019 at Bryan Park from 5:00 pm to 8:00 pm.

The Board Budget Retreat will be held Wednesday, May 29, 2019 from 4:00 pm to 7:00 pm in the Parks Conference Room in City Hall.

ADJOURNMENT

Meeting adjourned at 5:20 p.m.

Respectfully Submitted,



Kim Clapp

Secretary Board of Park Commissioners



Board of Parks & Recreation Claim Register

Invoice Date Range 05/17/19 - 05/17/19

Account 43290 - Concessions 204 - State Of Indiana	April 2019	18-April 2019 Sales Tax	Paid by EFT # 28982	05/17/2019	05/17/2019	05/17/2019	05/17/2019	453.81
				Account 43290 - Concessions Totals		Invoice Transactions 1		\$453.81
Account 43295 - Concessions FB Tax 204 - State Of Indiana	April 2019	18-April 2019 Sales Tax	Paid by EFT # 28982	05/17/2019	05/17/2019	05/17/2019	05/17/2019	486.27
204 - State Of Indiana	April 2019 FBT	18-April 2019 FBT	Paid by EFT # 28983	05/17/2019	05/17/2019	05/17/2019	05/17/2019	69.32
				Account 43295 - Concessions FB Tax Totals		Invoice Transactions 2		\$555.59
				Program 185006 - TLRC-Concessions Totals		Invoice Transactions 3		\$1,009.40
Program 186503 - Community Events-Farmers' Market Account 43370 - Other Sales 204 - State Of Indiana	April 2019	18-April 2019 Sales Tax	Paid by EFT # 28982	05/17/2019	05/17/2019	05/17/2019	05/17/2019	8.46
				Account 43370 - Other Sales Totals		Invoice Transactions 1		\$8.46
				Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 1		\$8.46
Program 187001 - Adult Sports-Softball Account 43220 - Facility Rentals 204 - State Of Indiana	April 2019	18-April 2019 Sales Tax	Paid by EFT # 28982	05/17/2019	05/17/2019	05/17/2019	05/17/2019	86.55
				Account 43220 - Facility Rentals Totals		Invoice Transactions 1		\$86.55
				Program 187001 - Adult Sports-Softball Totals		Invoice Transactions 1		\$86.55
Program 187006 - Adult Sports-Concessions Account 43290 - Concessions 204 - State Of Indiana	April 2019	18-April 2019 Sales Tax	Paid by EFT # 28982	05/17/2019	05/17/2019	05/17/2019	05/17/2019	105.65
				Account 43290 - Concessions Totals		Invoice Transactions 1		\$105.65
Account 43295 - Concessions FB Tax 204 - State Of Indiana	April 2019	18-April 2019 Sales Tax	Paid by EFT # 28982	05/17/2019	05/17/2019	05/17/2019	05/17/2019	144.13
204 - State Of Indiana	April 2019 FBT	18-April 2019 FBT	Paid by EFT # 28983	05/17/2019	05/17/2019	05/17/2019	05/17/2019	20.55
				Account 43295 - Concessions FB Tax Totals		Invoice Transactions 2		\$164.68
				Program 187006 - Adult Sports-Concessions Totals		Invoice Transactions 3		\$270.33
Program 189003 - Operations-Open Shelters Account 43220 - Facility Rentals 204 - State Of Indiana	April 2019	18-April 2019 Sales Tax	Paid by EFT # 28982	05/17/2019	05/17/2019	05/17/2019	05/17/2019	341.45
				Account 43220 - Facility Rentals Totals		Invoice Transactions 1		\$341.45
				Program 189003 - Operations-Open Shelters Totals		Invoice Transactions 1		\$341.45
				Department 18 - Parks & Recreation Totals		Invoice Transactions 18		\$3,464.27
				Fund 201 - Parks and Rec Non Reverting Totals		Invoice Transactions 18		\$3,464.27
				Grand Totals		Invoice Transactions 23		\$6,365.49

Sales Tax



Board of Parks & Recreation Claim Register

Invoice Date Range 05/15/19 - 05/15/19

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 (51301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010052119	18-Electrical Services April Charges	Paid by Check # 69651		05/15/2019	05/15/2019	05/15/2019		05/15/2019	(210.99)
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		(\$210.99)
Account 53540 - Natural Gas										
222 - Vectren	0250755166051019	18-Natural Gas Charges April	Paid by Check # 69665		05/15/2019	05/15/2019	05/15/2019		05/15/2019	46.80
				Account 53540 - Natural Gas Totals				Invoice Transactions 1		\$46.80
				Program 182001 - Aquatics - Bryan Pool Totals				Invoice Transactions 2		(\$164.19)
Program 182002 - Aquatics - Mills Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010052119	18-Electrical Services April Charges	Paid by Check # 69651		05/15/2019	05/15/2019	05/15/2019		05/15/2019	(197.19)
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		(\$197.19)
				Program 182002 - Aquatics - Mills Pool Totals				Invoice Transactions 1		(\$197.19)
Program 182500 - Frank Southern Center										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010052119	18-Electrical Services April Charges	Paid by Check # 69651		05/15/2019	05/15/2019	05/15/2019		05/15/2019	2,694.32
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$2,694.32
Account 53540 - Natural Gas										
222 - Vectren	0250573228051019	18-Natural Gas Charges April	Paid by Check # 69662		05/15/2019	05/15/2019	05/15/2019		05/15/2019	152.27
				Account 53540 - Natural Gas Totals				Invoice Transactions 1		\$152.27
				Program 182500 - Frank Southern Center Totals				Invoice Transactions 2		\$2,846.59
Program 183500 - Golf Services										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010052119	18-Electrical Services April Charges	Paid by Check # 69651		05/15/2019	05/15/2019	05/15/2019		05/15/2019	606.12
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$606.12
				Program 183500 - Golf Services Totals				Invoice Transactions 1		\$606.12
Program 184000 - Natural Resources										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010052119	18-Electrical Services April Charges	Paid by Check # 69651		05/15/2019	05/15/2019	05/15/2019		05/15/2019	33.38
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$33.38
				Program 184000 - Natural Resources Totals				Invoice Transactions 1		\$33.38
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010052119	18-Electrical Services April Charges	Paid by Check # 69651		05/15/2019	05/15/2019	05/15/2019		05/15/2019	630.87
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$630.87
				Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 1		\$630.87
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010052119	18-Electrical Services April Charges	Paid by Check # 69651		05/15/2019	05/15/2019	05/15/2019		05/15/2019	(7.45)
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		(\$7.45)
				Program 187202 - Youth Sports-Winslow Totals				Invoice Transactions 1		(\$7.45)
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010052119	18-Electrical Services April Charges	Paid by Check # 69651		05/15/2019	05/15/2019	05/15/2019		05/15/2019	142.78
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$142.78
				Program 187208 - Youth Sports-Olcott Totals				Invoice Transactions 1		\$142.78
Program 187500 - Banneker										
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010052119	18-Electrical Services April Charges	Paid by Check # 69651		05/15/2019	05/15/2019	05/15/2019		05/15/2019	407.22
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$407.22
				Program 187500 - Banneker Totals				Invoice Transactions 1		\$407.22
Program 189000 - Operations										
Account 52220 - Agricultural Supplies										
4574 - John Deere Financial (Rural King)	E20415/62	18-Seed & straw	Paid by Check # 69661		05/15/2019	05/15/2019	05/15/2019		05/15/2019	86.95
				Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1		\$86.95
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	E26975/62	06-ratchet, tie downs	Paid by Check # 69661		05/15/2019	05/15/2019	05/15/2019		05/15/2019	23.84
				Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$23.84
Account 53510 - Electrical Services										
223 - Duke Energy	3003730010052119	18-Electrical Services April Charges	Paid by Check # 69651		05/15/2019	05/15/2019	05/15/2019		05/15/2019	2,482.84
				Account 53510 - Electrical Services Totals				Invoice Transactions 1		\$2,482.84
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001052819	18-Water & Sewer Charges April	Paid by Check # 69647		05/15/2019	05/15/2019	05/15/2019		05/15/2019	40.47



Board of Parks & Recreation Claim Register

Invoice Date Range 05/15/19 - 05/15/19

208 - City Of Bloomington Utilities	37123-003 052819	18-Water & Sewer Charges April	Paid by Check # 69647	05/15/2019	05/15/2019	05/15/2019	05/15/2019	373.70
Account 53530 - Water and Sewer Totals				Invoice Transactions 2				\$414.17
Account 53540 - Natural Gas	02551894740510	18-Natural Gas Charges	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	05/15/2019	66.98
222 - Vectren	19	April	69665	Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$66.98
Account 53950 - Landfill	0694-002313000	18-Landfill April Charges	Paid by EFT #	05/15/2019	05/15/2019	05/15/2019	05/15/2019	72.98
2260 - Republic Services, INC			28979	Account 53950 - Landfill Totals		Invoice Transactions 1		\$72.98
Program 189000 - Operations Totals				Invoice Transactions 7				\$3,147.76
Program 189500 - Landscaping				Account 53530 - Water and Sewer Totals		Invoice Transactions 2		\$1,518.36
Account 52420 - Other Supplies	4574 - John Deere Financial (Rural King)	E26697/62	18- fencing supplies for deer-resistant tree cages	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	1,477.90
4574 - John Deere Financial (Rural King)	E49309/62	18- 2 gal sprayers, spray bottle, fence post	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	05/15/2019	40.46
Account 52420 - Other Supplies Totals				Invoice Transactions 2				\$1,518.36
Account 53530 - Water and Sewer	41294-001	18-Water & Sewer	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	05/15/2019	146.79
208 - City Of Bloomington Utilities	052819	Charges April	69647	Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$146.79
Program 189500 - Landscaping Totals				Invoice Transactions 3				\$1,665.15
Program 189501 - Cemeteries	30037300100521	18-Electrical Services	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	05/15/2019	143.14
Account 53510 - Electrical Services	19	April Charges	69651	Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$143.14
223 - Duke Energy	41294-001	18-Water & Sewer	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	05/15/2019	151.88
Account 53530 - Water and Sewer	052819	Charges April	69647	Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$151.88
208 - City Of Bloomington Utilities				Program 189501 - Cemeteries Totals		Invoice Transactions 2		\$295.02
Program 189503 - Urban Forestry	E30646	18- Water pump & fittings, chain saw bar oil	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	05/15/2019	401.93
Account 52420 - Other Supplies	4574 - John Deere Financial (Rural King)	E38788/62	18- Rain Suits for UF	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	69.98
4574 - John Deere Financial (Rural King)			69661	Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$471.91
Account 53530 - Water and Sewer	41294-001	18-Water & Sewer	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	05/15/2019	19.63
208 - City Of Bloomington Utilities	052819	Charges April	69647	Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$19.63
Program 189503 - Urban Forestry Totals				Invoice Transactions 3				\$491.54
Department 18 - Parks & Recreation Totals				Invoice Transactions 26				\$9,897.60
Fund 200 - Parks and Recreation Gen (S1301) Totals				Invoice Transactions 26				\$9,897.60
Fund 201 - Parks and Rec Non Reverting	30037300100521	18-Electrical Services	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	05/15/2019	234.62
Department 18 - Parks & Recreation	19	April Charges	69651	Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$234.62
Program 184500 - Youth Services -Juke Box	79535304850510	18-Natural Gas Charges	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	05/15/2019	37.13
Account 53510 - Electrical Services	19	April	69665	Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$37.13
223 - Duke Energy				Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 2		\$271.75
Account 53540 - Natural Gas	30037300100521	18-Electrical Services	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	05/15/2019	1,888.79
222 - Vectren	19	April Charges	69651	Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$1,888.79
Program 185000 - Twin Lakes Recreation Center Totals				Invoice Transactions 1				\$1,888.79
Program 185000 - Twin Lakes Recreation Center	30037300100521	18-Electrical Services	Paid by Check #	05/15/2019	05/15/2019	05/15/2019	05/15/2019	49.94
Account 53510 - Electrical Services	19	April Charges	69651	Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$49.94
223 - Duke Energy				Program 189006 - Switchyard Property Totals		Invoice Transactions 1		\$49.94
Department 18 - Parks & Recreation Totals				Invoice Transactions 4				\$2,210.48
Fund 201 - Parks and Rec Non Reverting Totals				Invoice Transactions 4				\$2,210.48
Grand Totals				Invoice Transactions 30				\$12,108.08

*Utility
Buck*



Board of Parks & Recreation Claim Register

Invoice Date Range 05/20/19 - 05/31/19

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 (51301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	305957251002	18-copy paper	Paid by EFT # 29156		05/21/2019	05/21/2019	05/31/2019		05/31/2019	16.12
6530 - Office Depot, INC	305951755001	18- 2019 Office Supplies	Paid by EFT # 29156		05/21/2019	05/21/2019	05/31/2019		05/31/2019	130.39
Account 52110 - Office Supplies Totals									Invoice Transactions 2	\$146.51
Account 52230 - Garage and Motor Supplies										
394 - Kleindorfer Hardware & Variety	606294	18-T handle hex key set	Paid by EFT # 29123		05/21/2019	05/21/2019	05/31/2019		05/31/2019	46.99
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 1	\$46.99
Account 53210 - Telephone										
1079 - AT&T	849494855050919	18- Long Distance Charges April	Paid by Check # 69669		05/20/2019	05/20/2019	05/20/2019		05/20/2019	22.86
Account 53210 - Telephone Totals									Invoice Transactions 1	\$22.86
Account 53310 - Printing										
6775 - Lincoln Printing Corporation (The Jackson Group)	52001	18-Summer 2019 program guide	Paid by EFT # 29130		05/21/2019	05/21/2019	05/31/2019		05/31/2019	.60
Account 53310 - Printing Totals									Invoice Transactions 1	\$0.60
Account 53990 - Other Services and Charges										
9523 - Freedom Business Solutions, LLC	11297	18- Cleaned & Diagnostics Front Desk	Paid by EFT # 29069		05/21/2019	05/21/2019	05/31/2019		05/31/2019	65.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$65.00
Program 181000 - Administration Totals									Invoice Transactions 6	\$281.96
Program 181100 - Marketing										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	54753	18-yard signs and H frames	Paid by EFT # 29060		05/21/2019	05/21/2019	05/31/2019		05/31/2019	108.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$108.00
Account 53310 - Printing										
6775 - Lincoln Printing Corporation (The Jackson Group)	52001	18-Summer 2019 program guide	Paid by EFT # 29130		05/21/2019	05/21/2019	05/31/2019		05/31/2019	16,968.00
53125 - Mr. Copy, INC	33776	18-Summer Kraze and Kamp Kraze	Paid by EFT # 29146		05/21/2019	05/21/2019	05/31/2019		05/31/2019	121.77
53125 - Mr. Copy, INC	33774	18-Bryan Park fitness station ribbon cutting	Paid by EFT # 29146		05/21/2019	05/21/2019	05/31/2019		05/31/2019	63.45
Account 53310 - Printing Totals									Invoice Transactions 3	\$17,153.22
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_5519	18-April display ads and classifieds	Paid by EFT # 29071		05/21/2019	05/21/2019	05/31/2019		05/31/2019	4,406.00
Account 53320 - Advertising Totals									Invoice Transactions 1	\$4,406.00
Account 53990 - Other Services and Charges										
129 - FedEx Office and Print Service, INC	021100039838	18-laminate pool concession posters	Paid by EFT # 29063		05/21/2019	05/21/2019	05/31/2019		05/31/2019	49.92
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959	18-Summer program guide mailing service	Paid by EFT # 29071		05/21/2019	05/21/2019	05/31/2019		05/31/2019	1,122.00
53125 - Mr. Copy, INC	04192019 33771	18-Switchyard Park amenity locator placards	Paid by EFT # 29146		05/21/2019	05/21/2019	05/31/2019		05/31/2019	49.27
Account 53990 - Other Services and Charges Totals									Invoice Transactions 3	\$1,221.19
Program 181100 - Marketing Totals									Invoice Transactions 8	\$22,888.41
Program 182001 - Aquatics - Bryan Pool										
Account 52210 - Institutional Supplies										
6530 - Office Depot, INC	309592949001	18- clipboard	Paid by EFT # 29156		05/21/2019	05/21/2019	05/31/2019		05/31/2019	5.09
6530 - Office Depot, INC	309592950001	18- clipboards	Paid by EFT # 29156		05/21/2019	05/21/2019	05/31/2019		05/31/2019	55.41
54255 - Spear Corporation	300861	18-Pool Drain Covers	Paid by EFT # 29189		05/21/2019	05/21/2019	05/31/2019		05/31/2019	1,374.63
Account 52210 - Institutional Supplies Totals									Invoice Transactions 3	\$1,435.13
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	613964	18-spray foam, shims, shower curtain hooks, u	Paid by EFT # 29123		05/21/2019	05/21/2019	05/31/2019		05/31/2019	16.42
394 - Kleindorfer Hardware & Variety	614806	18-white caulk	Paid by EFT # 29123		05/21/2019	05/21/2019	05/31/2019		05/31/2019	4.98
394 - Kleindorfer Hardware & Variety	611999	18-caulking, zip ties	Paid by EFT # 29123		05/21/2019	05/21/2019	05/31/2019		05/31/2019	3.99
394 - Kleindorfer Hardware & Variety	606274	18-bolts, washers, nuts, pipe hangers	Paid by EFT # 29123		05/21/2019	05/21/2019	05/31/2019		05/31/2019	9.66
5819 - Synchrony Bank	547873469377	18- Shower Curtains/Storage	Paid by EFT # 29199		05/21/2019	05/21/2019	05/31/2019		05/31/2019	143.02
5819 - Synchrony Bank	896597486887	18- Portable Air Conditioner for Bryan	Paid by EFT # 29199		05/21/2019	05/21/2019	05/31/2019		05/31/2019	255.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 6	\$433.07
Account 52340 - Other Repairs and Maintenance										
54255 - Spear Corporation	300861	18-Pool Drain Covers	Paid by EFT # 29189		05/21/2019	05/21/2019	05/31/2019		05/31/2019	1,000.00
5819 - Synchrony Bank	473798449347	18-GoSports Water Basketballs for Pools	Paid by EFT # 29199		05/21/2019	05/21/2019	05/31/2019		05/31/2019	19.86
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 2	\$1,019.86
Account 53990 - Other Services and Charges										
5819 - Synchrony Bank	3991	18 - Pools - Orientation Food	Paid by Check # 69715		05/21/2019	05/21/2019	05/31/2019		05/31/2019	6.46
5819 - Synchrony Bank	2367	18 - Pools - Orientation Food	Paid by Check # 69715		05/21/2019	05/21/2019	05/31/2019		05/31/2019	5.94



Board of Parks & Recreation Claim Register

Invoice Date Range 05/20/19 - 05/31/19

5819 - Synchrony Bank	4239	18 - Pools - Orientation Food	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	24.17
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 3		\$36.57
			Program 182001 - Aquatics - Bryan Pool Totals			Invoice Transactions 14		\$2,924.63
Program 182002 - Aquatics - Mills Pool								
Account 52110 - Office Supplies								
5819 - Synchrony Bank	457455998676	18-Crew Floor/Surface NA Cleaner for Pools	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	45.41
			Account 52110 - Office Supplies Totals			Invoice Transactions 1		\$45.41
Account 52210 - Institutional Supplies								
6530 - Office Depot, INC	309592948001	18- Label tape, cork board, folders, clipboards	Paid by EFT # 29156	05/21/2019	05/21/2019	05/31/2019	05/31/2019	109.29
6530 - Office Depot, INC	309592949001	18- clipboard	Paid by EFT # 29156	05/21/2019	05/21/2019	05/31/2019	05/31/2019	22.53
5819 - Synchrony Bank	999647759375	18-Safetec Red Bucket Spill control Solidifier	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	25.00
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 3		\$156.82
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	613964	18-spray foam, shims, shower curtain hooks, u	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	16.43
394 - Kleindorfer Hardware & Variety	614806	18-white caulk	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	4.98
394 - Kleindorfer Hardware & Variety	611999	18-caulking, zip ties	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	3.99
394 - Kleindorfer Hardware & Variety	606274	18-bolts, washers, nuts, pipe hangers	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	9.66
54255 - Spear Corporation	300861	18-Pool Drain Covers	Paid by EFT # 29189	05/21/2019	05/21/2019	05/31/2019	05/31/2019	500.00
5819 - Synchrony Bank	547873469377	18- Shower Curtains/Storage	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	101.53
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 6		\$636.59
Account 52420 - Other Supplies								
54255 - Spear Corporation	300861	18-Pool Drain Covers	Paid by EFT # 29189	05/21/2019	05/21/2019	05/31/2019	05/31/2019	2,200.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$2,200.00
Account 53990 - Other Services and Charges								
5819 - Synchrony Bank	3991	18 - Pools - Orientation Food	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	6.00
5819 - Synchrony Bank	2367	18 - Pools - Orientation Food	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	5.51
5819 - Synchrony Bank	4239	18 - Pools - Orientation Food	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	22.44
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 3		\$33.95
			Program 182002 - Aquatics - Mills Pool Totals			Invoice Transactions 14		\$3,072.77
Program 182500 - Frank Southern Center								
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	588898966344	18 - FSC Sanitary Napkins for bathrooms	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	(17.26)
5819 - Synchrony Bank	748764954499	18 - FSC Bathroom Sanitary Bags	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	17.26
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 2		\$0.00
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	1190548452051319	18-Cable Service	Paid by Check # 69678	05/20/2019	05/20/2019	05/20/2019	05/20/2019	93.58
			Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$93.58
			Program 182500 - Frank Southern Center Totals			Invoice Transactions 3		\$93.58
Program 183500 - Golf Services								
Account 52210 - Institutional Supplies								
3892 - Midwest Color Printing, INC	1NV-10632 a	18-Business Cards James Kelb	Paid by EFT # 29137	05/21/2019	05/21/2019	05/31/2019	05/31/2019	36.50
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 1		\$36.50
Account 53170 - Mgt. Fee, Consultants, and Workshops								
4590 - Professional Golfers' Association of America	2340921	18-Aaron Craig, Member # 27054146	Paid by EFT # 29163	05/21/2019	05/21/2019	05/31/2019	05/31/2019	336.00
4590 - Professional Golfers' Association of America	2345762	18-Jason Sims Member/27609196	Paid by EFT # 29164	05/21/2019	05/21/2019	05/31/2019	05/31/2019	336.00
			Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			Invoice Transactions 2		\$672.00
Account 53510 - Electrical Services								
223 - Duke Energy	8303911012060519	18-Electrical Services May Charges	Paid by Check # 69685	05/20/2019	05/20/2019	05/20/2019	05/20/2019	161.05
			Account 53510 - Electrical Services Totals			Invoice Transactions 1		\$161.05
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	1190485895051919	18-Cable Service	Paid by Check # 69679	05/20/2019	05/20/2019	05/20/2019	05/20/2019	112.86
			Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$112.86
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002324267	18-Landfill June Charges	Paid by EFT # 29170	05/21/2019	05/21/2019	05/31/2019	05/31/2019	785.07
			Account 53950 - Landfill Totals			Invoice Transactions 1		\$785.07
			Program 183500 - Golf Services Totals			Invoice Transactions 6		\$1,767.48
Program 184000 - Natural Resources								
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	449768346556	18-Rubber Snakes/Clock/Phone/Outi	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	7.49
5819 - Synchrony Bank	468457834665	18-Latex Gloves for Nature	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	29.90



Board of Parks & Recreation Claim Register

Invoice Date Range 05/20/19 - 05/31/19

5819 - Synchrony Bank	444888493949	18-Hand Sanitizer for Nature	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	26.52
Account 52210 - Institutional Supplies Totals						Invoice Transactions 3		\$63.91
Account 52310 - Building Materials and Supplies								
365 - Rogers Group, INC	0071170665	18-6.64 tons #53 stone for Griffy Lake trail work	Paid by EFT # 29175	05/21/2019	05/21/2019	05/31/2019	05/31/2019	51.87
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 1		\$51.87
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	614529	18-trash bags, Clorox wipes	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	15.78
Account 52340 - Other Repairs and Maintenance Totals						Invoice Transactions 1		\$15.78
Account 52420 - Other Supplies								
5819 - Synchrony Bank	449768346556	18-Rubber Snakes/Clock/Phone/Out	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	51.87
5819 - Synchrony Bank	473695793476	18-Realistic Bug/Insect Sticker for Nature	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	6.70
5819 - Synchrony Bank	743373846643	18-Assorted Realistic Insects/Bugs for Nature	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	31.76
Account 52420 - Other Supplies Totals						Invoice Transactions 3		\$90.33
Account 53990 - Other Services and Charges								
121 - Eco Logic, LLC	4235	18-Vegetation Mgmt. @ Griffy Lake NP & Miller	Paid by EFT # 29050	05/21/2019	05/21/2019	05/31/2019	05/31/2019	1,240.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		\$1,240.00
Program 184000 - Natural Resources Totals						Invoice Transactions 9		\$1,461.89
Program 184500 - Youth Services -Juke Box								
Account 52310 - Building Materials and Supplies								
321 - Harrell Fish, INC	W45919	18-AJB replace AC Contactor	Paid by EFT # 29082	05/21/2019	05/21/2019	05/31/2019	05/31/2019	27.61
53657 - Plymate, INC	2837821	18-AJB Entry Mats	Paid by EFT # 29160	05/21/2019	05/21/2019	05/31/2019	05/31/2019	24.71
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 2		\$52.32
Program 184500 - Youth Services -Juke Box Totals						Invoice Transactions 2		\$52.32
Program 186500 - Community Events								
Account 43270 - Registration Fees								
Casey Muyskens-Toth	2019-00000221	18-Refunds	Paid by Check # 69725	05/21/2019	05/21/2019	05/31/2019	05/31/2019	55.00
Account 43270 - Registration Fees Totals						Invoice Transactions 1		\$55.00
Account 52420 - Other Supplies								
13149 - Blast Off Balloons, INC	75225	18- Balloons for Street Fair	Paid by Check # 69689	05/21/2019	05/21/2019	05/31/2019	05/31/2019	155.00
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$155.00
Account 53730 - Machinery and Equipment Rental								
4175 - The Stables Events, LLC (Izzy's Rentals)	8101	18 - Toilet Rental - Street Fair	Paid by EFT # 29209	05/21/2019	05/21/2019	05/31/2019	05/31/2019	460.00
Account 53730 - Machinery and Equipment Rental Totals						Invoice Transactions 1		\$460.00
Account 53990 - Other Services and Charges								
6913 - Mira Cordell	05/12/19	18- 90 minute Performance at Peoples	Paid by EFT # 29033	05/21/2019	05/21/2019	05/31/2019	05/31/2019	100.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		\$100.00
Program 186500 - Community Events Totals						Invoice Transactions 4		\$770.00
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
409 - Black Lumber Co. INC	401669	18 - Gardens Misc Supplies	Paid by EFT # 29013	05/21/2019	05/21/2019	05/31/2019	05/31/2019	52.95
5594 - Bloomington Hardware Co., INC	639708	18- Gardens straw bales	Paid by Check # 69690	05/21/2019	05/21/2019	05/31/2019	05/31/2019	34.95
394 - Kleindorfer Hardware & Variety	613946	18-gas can	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	43.99
Account 52420 - Other Supplies Totals						Invoice Transactions 3		\$131.89
Program 186502 - Community Events-Gardens Totals						Invoice Transactions 3		\$131.89
Program 187001 - Adult Sports-Softball								
Account 52210 - Institutional Supplies								
51857 - Flex-Pac, INC	1253530	18- TLSP Institutional Supplies	Paid by Check # 69701	05/21/2019	05/21/2019	05/31/2019	05/31/2019	675.90
51857 - Flex-Pac, INC	1253530A	18- TLSP Institutional Supplies	Paid by Check # 69701	05/21/2019	05/21/2019	05/31/2019	05/31/2019	213.62
Account 52210 - Institutional Supplies Totals						Invoice Transactions 2		\$889.52
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	614983	18- TLSP Magnetic Tape for HR PT Employee	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	6.69
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$6.69
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products. INC	112646	18- TLSP PT Staff T-Shirt 5XL	Paid by EFT # 29228	05/21/2019	05/21/2019	05/31/2019	05/31/2019	22.00
Account 52430 - Uniforms and Tools Totals						Invoice Transactions 1		\$22.00
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002325262	18-Landfill June Charges	Paid by EFT # 29170	05/21/2019	05/21/2019	05/31/2019	05/31/2019	348.77
Account 53950 - Landfill Totals						Invoice Transactions 1		\$348.77
Program 187001 - Adult Sports-Softball Totals						Invoice Transactions 5		\$1,266.98
Program 187202 - Youth Sports-Winslow								
Account 52420 - Other Supplies								
409 - Black Lumber Co. INC	399089	18 - Winslow wire cutters, batteries, key	Paid by EFT # 29013	05/21/2019	05/21/2019	05/31/2019	05/31/2019	26.28



Board of Parks & Recreation Claim Register

Invoice Date Range 05/20/19 - 05/31/19

2005 - Bloomington Speedway Mulch, INC	15869	18 - Mulch for Winslow	Paid by EFT # 29017	05/21/2019	05/21/2019	05/31/2019	05/31/2019	59.82
52226 - Hoosier Transfer Station-3140	3140-000016084	18 - Material from Winslow batting cage	Paid by EFT # 29090	05/21/2019	05/21/2019	05/31/2019	05/31/2019	35.01
				Account 52420 - Other Supplies Totals		Invoice Transactions 3		\$121.11
Account 53650 - Other Repairs						Invoice Transactions 1		\$150.10
539 - Price Electric, INC	30983	18 - Winslow Replace hasp on tennis time clock	Paid by EFT # 29162	05/21/2019	05/21/2019	05/31/2019	05/31/2019	150.10
				Account 53650 - Other Repairs Totals		Invoice Transactions 1		\$150.10
				Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 4		\$271.21
Program 187208 - Youth Sports-Olcott								
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	SO752570	18 - Turf fertilizer with weed control	Paid by EFT # 28998	05/21/2019	05/21/2019	05/31/2019	05/31/2019	721.50
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		\$721.50
				Program 187208 - Youth Sports-Olcott Totals		Invoice Transactions 1		\$721.50
Program 187500 - Banneker								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	4671	18-BBCC-Event Supplies	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	116.98
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$116.98
Account 53140 - Exterminator Services						Invoice Transactions 1		\$40.00
4073 - Terminix International	385762656	18-BBCC-Monthly IPM	Paid by Check # 69716	05/21/2019	05/21/2019	05/31/2019	05/31/2019	40.00
				Account 53140 - Exterminator Services Totals		Invoice Transactions 1		\$40.00
Account 53610 - Building Repairs								
321 - Harrell Fish, INC	W42435	18-BBCC-HVAC Repairs	Paid by EFT # 29082	05/21/2019	05/21/2019	05/31/2019	05/31/2019	18.87
321 - Harrell Fish, INC	W42517	18-BBCC-HVAC Repairs	Paid by EFT # 29082	05/21/2019	05/21/2019	05/31/2019	05/31/2019	128.00
				Account 53610 - Building Repairs Totals		Invoice Transactions 2		\$146.87
Account 53910 - Dues and Subscriptions						Invoice Transactions 1		\$106.98
4170 - Comcast Cable Communications, INC	1190607084051719	18-cable service	Paid by Check # 69677	05/20/2019	05/20/2019	05/20/2019	05/20/2019	106.98
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$106.98
Account 53990 - Other Services and Charges								
697 - Damar, INC (Classic Bowling Lanes)	5644889	18-BBCC-Teen Bowling	Paid by EFT # 29041	05/21/2019	05/21/2019	05/31/2019	05/31/2019	37.75
818 - Everywhere Signs, LLC	54354	18-BBCC-Bus Wrap	Paid by EFT # 29060	05/21/2019	05/21/2019	05/31/2019	05/31/2019	3,330.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		\$3,367.75
				Program 187500 - Banneker Totals		Invoice Transactions 7		\$3,778.58
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM212148	18-(15) cs dog waste bags, trash bags	Paid by EFT # 29062	05/21/2019	05/21/2019	05/31/2019	05/31/2019	375.64
53005 - Menards, INC	25064	18- hand sanitizer, letter opener, shower curtain,	Paid by Check # 69708	05/21/2019	05/21/2019	05/31/2019	05/31/2019	39.90
				Account 52210 - Institutional Supplies Totals		Invoice Transactions 2		\$415.54
Account 52220 - Agricultural Supplies								
394 - Kleindorfer Hardware & Variety	611920	18-(10) bales straw for turf recovery at BP	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	60.00
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		\$60.00
Account 52230 - Garage and Motor Supplies								
53005 - Menards, INC	24293	18-Wiper blades for vehicle #874	Paid by Check # 69708	05/21/2019	05/21/2019	05/31/2019	05/31/2019	29.94
476 - Southern Indiana Parts, INC (Napa Auto Parts)	263242	18-boxed miniature for the shop	Paid by EFT # 29188	05/21/2019	05/21/2019	05/31/2019	05/31/2019	8.60
				Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 2		\$38.54
Account 52310 - Building Materials and Supplies								
409 - Black Lumber Co. INC	401484	18-concrete patch for pool deck	Paid by EFT # 29013	05/21/2019	05/21/2019	05/31/2019	05/31/2019	14.99
409 - Black Lumber Co. INC	400796	18-cap for post at Bryan Park	Paid by EFT # 29013	05/21/2019	05/21/2019	05/31/2019	05/31/2019	14.99
334 - Irving Materials, INC	10703727	18-Poured concrete for multiple projects	Paid by EFT # 29107	05/21/2019	05/21/2019	05/31/2019	05/31/2019	128.00
394 - Kleindorfer Hardware & Variety	606881	18-Torx bit	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	1.09
394 - Kleindorfer Hardware & Variety	606987	18-fluid washer	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	8.29
394 - Kleindorfer Hardware & Variety	606988	18-flush lever	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	4.99
394 - Kleindorfer Hardware & Variety	606146	18-bulbs for custodial room	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	40.74
394 - Kleindorfer Hardware & Variety	612388	18-nuts & bolts for boards on horseshoe pits	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	8.40
53005 - Menards, INC	23987	18-edging, treated lumber	Paid by Check # 69708	05/21/2019	05/21/2019	05/31/2019	05/31/2019	263.79
365 - Rogers Group, INC	0071170908	18- 1/4 minus, sand for Bryan Fitness	Paid by EFT # 29175	05/21/2019	05/21/2019	05/31/2019	05/31/2019	93.45
				Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 10		\$578.73
Account 52340 - Other Repairs and Maintenance								
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290002964	18-Replacement tires for groundskeeping	Paid by EFT # 29010	05/21/2019	05/21/2019	05/31/2019	05/31/2019	231.20
409 - Black Lumber Co. INC	399796	18-caulk to fix window leaks at The Project	Paid by EFT # 29013	05/21/2019	05/21/2019	05/31/2019	05/31/2019	15.98
394 - Kleindorfer Hardware & Variety	614558	18-pvc valve, pvc adapters, elbows, pipe	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	23.32



Board of Parks & Recreation Claim Register

Invoice Date Range 05/20/19 - 05/31/19

394 - Kleindorfer Hardware & Variety	614192	18-hand sanitizer, screws, Phillips bit	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	15.73
394 - Kleindorfer Hardware & Variety	606155	18-electrical box covers, anchors, liquid fire	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	26.05
394 - Kleindorfer Hardware & Variety	614511	18-check valve, fittings, adapter, rubber boots	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	45.56
394 - Kleindorfer Hardware & Variety	611662	18-pipe tap, ball valves, hex nipples	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	57.89
394 - Kleindorfer Hardware & Variety	614741	18-hydraulic door closer	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	15.99
394 - Kleindorfer Hardware & Variety	612279	18-flat aluminum, screws	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	7.49
53005 - Menards, INC	25044	18-electrical parts & supplies to fix E. Butler	Paid by Check # 69708	05/21/2019	05/21/2019	05/31/2019	05/31/2019	33.66
786 - Richard's Small Engine, INC	340609	18-switch PTO, clutch kit for mowing crew Hustler	Paid by EFT # 29172	05/21/2019	05/21/2019	05/31/2019	05/31/2019	26.36
5819 - Synchrony Bank	438997589874	18-Oasis Bubbler	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	361.30
4443 - The Sherwin Williams Company	1734-1	Cartridge for Park	Paid by EFT # 29208	05/21/2019	05/21/2019	05/31/2019	05/31/2019	235.49
4443 - The Sherwin Williams Company	8199-4	18-1 gallon paint for Mills	Paid by EFT # 29208	05/21/2019	05/21/2019	05/31/2019	05/31/2019	33.69
Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 14					\$1,129.71
Account 52420 - Other Supplies								
313 - Fastenal Company	INBLM212148	18-(15) cs dog waste bags, trash bags	Paid by EFT # 29062	05/21/2019	05/21/2019	05/31/2019	05/31/2019	780.00
394 - Kleindorfer Hardware & Variety	614715	18-plastic plug screw hooks, wire brush	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	8.72
53005 - Menards, INC	25064	18- hand sanitizer, letter opener, shower curtain,	Paid by Check # 69708	05/21/2019	05/21/2019	05/31/2019	05/31/2019	54.74
6530 - Office Depot, INC	305957251001	18- Premium paper, label tape, storage boxes	Paid by EFT # 29156	05/21/2019	05/21/2019	05/31/2019	05/31/2019	18.89
6530 - Office Depot, INC	305957252001	18-label tape	Paid by EFT # 29156	05/21/2019	05/21/2019	05/31/2019	05/31/2019	6.46
6530 - Office Depot, INC	305957253001	18-label tape	Paid by EFT # 29156	05/21/2019	05/21/2019	05/31/2019	05/31/2019	6.46
Account 52420 - Other Supplies Totals			Invoice Transactions 6					\$875.27
Account 52430 - Uniforms and Tools								
394 - Kleindorfer Hardware & Variety	614511	18-check valve, fittings, adapter, rubber boots	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	43.99
Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1					\$43.99
Account 53650 - Other Repairs								
5745 - Bandit Industries, INC	693702	18- Brush chipper repair	Paid by EFT # 29006	05/21/2019	05/21/2019	05/31/2019	05/31/2019	2,762.46
3660 - Christman Enterprises LLC (Roto Rooter Plumbers)	4424217	18-Snaking of drain @ Lower CC's Park	Paid by EFT # 29026	05/21/2019	05/21/2019	05/31/2019	05/31/2019	245.00
11611 - Woods Electrical Contractors, INC	1903BLINE	18-Repair of (4) B-Line lights & retrofit 3rd St	Paid by EFT # 29229	05/21/2019	05/21/2019	05/31/2019	05/31/2019	845.00
Account 53650 - Other Repairs Totals			Invoice Transactions 3					\$3,852.46
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1823905522	18-Uniform & mat laundry services for	Paid by EFT # 29003	05/21/2019	05/21/2019	05/31/2019	05/31/2019	15.36
19171 - Aramark Uniform & Career Apparel Group, INC	1823896580	18-Uniform & mat laundry services for	Paid by EFT # 29003	05/21/2019	05/21/2019	05/31/2019	05/31/2019	15.36
19171 - Aramark Uniform & Career Apparel Group, INC	1823887719	18-Uniform & mat laundry services for	Paid by EFT # 29003	05/21/2019	05/21/2019	05/31/2019	05/31/2019	15.36
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice Transactions 3					\$46.08
Account 53990 - Other Services and Charges								
5187 - Green Dragon Lawn Care, INC	3467	18-Contractual mowing/trimming @ (37)	Paid by EFT # 29077	05/21/2019	05/21/2019	05/31/2019	05/31/2019	6,865.00
5187 - Green Dragon Lawn Care, INC	3466	18-Contractual mowing/trimming @ (37)	Paid by EFT # 29077	05/21/2019	05/21/2019	05/31/2019	05/31/2019	5,905.00
Account 53990 - Other Services and Charges Totals			Invoice Transactions 2					\$12,770.00
Account 54310 - Improvements Other Than Building								
19741 - Mader Design, LLC	951	18-LA Services for Griffy Lake accessible fishing	Paid by EFT # 29133	05/21/2019	05/21/2019	05/31/2019	05/31/2019	8,150.44
Account 54310 - Improvements Other Than Building Totals			Invoice Transactions 1					\$8,150.44
Program 189000 - Operations Totals			Invoice Transactions 45					\$27,960.76
Program 189500 - Landscaping								
Account 52220 - Agricultural Supplies								
52948 - Mays Greenhouse, LLC	26764	18-annuals	Paid by EFT # 29134	05/21/2019	05/21/2019	05/31/2019	05/31/2019	46.26
5485 - Woody Warehouse Nursery, INC	190157	18- (305) native shrubs for spring installation	Paid by EFT # 29230	05/21/2019	05/21/2019	05/31/2019	05/31/2019	1,418.00
Account 52220 - Agricultural Supplies Totals			Invoice Transactions 2					\$1,464.26
Account 53130 - Medical								
231 - Indiana University Health Bloomington, INC	00090612-00	18-Hep B vaccine for (2) seasonal staff (#2 shot)	Paid by EFT # 29101	05/21/2019	05/21/2019	05/31/2019	05/31/2019	121.00
231 - Indiana University Health Bloomington, INC	00090609-00	18-Hep B vaccine for (2) seasonal staff (#2 shot)	Paid by EFT # 29101	05/21/2019	05/21/2019	05/31/2019	05/31/2019	121.00
Account 53130 - Medical Totals			Invoice Transactions 2					\$242.00
Account 53950 - Landfill								
908 - JB Salvage (Westside Auto Parts)	6750	18-Yard Waste Disposal May	Paid by EFT # 29112	05/21/2019	05/21/2019	05/31/2019	05/31/2019	225.00
Account 53950 - Landfill Totals			Invoice Transactions 1					\$225.00
Program 189500 - Landscaping Totals			Invoice Transactions 5					\$1,931.26
Program 189501 - Cemeteries								
Account 52220 - Agricultural Supplies								



Board of Parks & Recreation Claim Register

Invoice Date Range 05/20/19 - 05/31/19

5485 - Woody Warehouse Nursery, INC	190157	18- (305) native shrubs for spring installation	Paid by EFT # 29230	05/21/2019	05/21/2019	05/31/2019	05/31/2019	1,771.00
			Account 52220 - Agricultural Supplies Totals			Invoice Transactions 1		\$1,771.00
			Program 189501 - Cemeteries Totals			Invoice Transactions 1		\$1,771.00
Program 189503 - Urban Forestry								
Account 52220 - Agricultural Supplies								
4713 - Canopy Gardens, INC (Bloomington Valley Nursery)	14765	18- Tree replacement, Heritage River Birch	Paid by Check # 69691	05/21/2019	05/21/2019	05/31/2019	05/31/2019	135.96
			Account 52220 - Agricultural Supplies Totals			Invoice Transactions 1		\$135.96
Account 52310 - Building Materials and Supplies								
334 - Irving Materials, INC	10700768	18-(1) cy concrete for downtown tree grate	Paid by EFT # 29107	05/21/2019	05/21/2019	05/31/2019	05/31/2019	128.00
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 1		\$128.00
Account 52420 - Other Supplies								
818 - Everywhere Signs, LLC	54406	18- Tree marker stones	Paid by EFT # 29060	05/21/2019	05/21/2019	05/31/2019	05/31/2019	500.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$500.00
Account 53170 - Mgt. Fee, Consultants, and Workshops								
5424 - Davey Resource Group (Davey Tree Expert)	83066	18-Urban Forest canopy assesment/inventory of	Paid by EFT # 29042	05/21/2019	05/21/2019	05/31/2019	05/31/2019	34,616.66
			Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			Invoice Transactions 1		\$34,616.66
Account 53630 - Machinery and Equipment Repairs								
5745 - Bandit Industries, INC	693702	18- Brush chipper repair	Paid by EFT # 29006	05/21/2019	05/21/2019	05/31/2019	05/31/2019	12,000.00
			Account 53630 - Machinery and Equipment Repairs Totals			Invoice Transactions 1		\$12,000.00
Account 53990 - Other Services and Charges								
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	628	18- Dispose of tree wood waste	Paid by EFT # 29095	05/21/2019	05/21/2019	05/31/2019	05/31/2019	154.00
17174 - Tree Guy, INC	2089	18- Pin Oak Tree health care	Paid by EFT # 29214	05/21/2019	05/21/2019	05/31/2019	05/31/2019	1,153.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		\$1,307.00
			Program 189503 - Urban Forestry Totals			Invoice Transactions 7		\$48,687.62
			Department 18 - Parks & Recreation Totals			Invoice Transactions 144		\$119,833.84
			Fund 200 - Parks and Recreation Gen (\$1301) Totals			Invoice Transactions 144		\$119,833.84
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 181001 - Health & Wellness								
Account 53990 - Other Services and Charges								
4380 - Bloomington Community Massage, LLC	February 2019	18 -Feb 2019 chair massages	Paid by EFT # 29014	05/21/2019	05/21/2019	05/31/2019	05/31/2019	28.00
4380 - Bloomington Community Massage, LLC	March 2019	18 - March 2019 chair massages	Paid by EFT # 29014	05/21/2019	05/21/2019	05/31/2019	05/31/2019	56.00
4380 - Bloomington Community Massage, LLC	April 2019	18 - April 2019 chair massages	Paid by EFT # 29014	05/21/2019	05/21/2019	05/31/2019	05/31/2019	42.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 3		\$126.00
			Program 181001 - Health & Wellness Totals			Invoice Transactions 3		\$126.00
Program 182001 - Aquatics - Bryan Pool								
Account 43270 - Registration Fees								
Jessica Merkel	2019-00000244	18-Refunds	Paid by Check # 69723	05/21/2019	05/21/2019	05/31/2019	05/31/2019	5.00
			Account 43270 - Registration Fees Totals			Invoice Transactions 1		\$5.00
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	999647759375	18-Safetec Red Bucket Spill control Solidifier	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	25.00
5819 - Synchrony Bank	457455998676	18-Crew Floor/Surface NA Cleaner for Pools	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	45.42
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 2		\$70.42
Account 52340 - Other Repairs and Maintenance								
5819 - Synchrony Bank	895984964875	18-Kick-board Storage Rack for Bryan Pool	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	180.90
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 1		\$180.90
Account 52420 - Other Supplies								
6530 - Office Depot, INC	305957251001	18- Premium paper, label tape, storage boxes	Paid by EFT # 29156	05/21/2019	05/21/2019	05/31/2019	05/31/2019	99.31
54255 - Spear Corporation	300861	18-Pool Drain Covers	Paid by EFT # 29189	05/21/2019	05/21/2019	05/31/2019	05/31/2019	3,000.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 2		\$3,099.31
			Program 182001 - Aquatics - Bryan Pool Totals			Invoice Transactions 6		\$3,355.63
Program 182002 - Aquatics - Mills Pool								
Account 52340 - Other Repairs and Maintenance								
5819 - Synchrony Bank	473798449347	18-GoSports Water Basketballs for Pools	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	19.86
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 1		\$19.86
Account 53990 - Other Services and Charges								
5819 - Synchrony Bank	3991	18 - Pools - Orientation Food	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	6.00
5819 - Synchrony Bank	2367	18 - Pools - Orientation Food	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	5.51
5819 - Synchrony Bank	4239	18 - Pools - Orientation Food	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	22.44
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 3		\$33.95
			Program 182002 - Aquatics - Mills Pool Totals			Invoice Transactions 4		\$53.81
Program 182003 - Aquatics-Health & Safety								
Account 53160 - Instruction								



Board of Parks & Recreation Claim Register

Invoice Date Range 05/20/19 - 05/31/19

6832 - Luke Haskett	05042019	18 - CPR Instructor	Paid by EFT # 29083	05/21/2019	05/21/2019	05/31/2019	05/31/2019	322.50
				Account 53160 - Instruction Totals		Invoice Transactions 1		\$322.50
Account 53940 - Temporary Contractual Employee								
6857 - Brina Jenkins	051419	18 - Health and Safety Instructor	Paid by EFT # 29114	05/21/2019	05/21/2019	05/31/2019	05/31/2019	213.75
				Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 1		\$213.75
				Program 182003 - Aquatics-Health & Safety Totals		Invoice Transactions 2		\$536.25
Program 183500 - Golf Services								
Account 52330 - Street , Alley, and Sewer Material								
205 - City Of Bloomington	5462859	18 - Monarch Beverage	Paid by Check # 69692	05/21/2019	05/21/2019	05/31/2019	05/31/2019	1,035.00
205 - City Of Bloomington	289240	18 - Best Beers	Paid by Check # 69692	05/21/2019	05/21/2019	05/31/2019	05/31/2019	112.50
5969 - Coca Cola Bottling CO. Consolidated	2056202373	18 - Bottled Drinks	Paid by EFT # 29032	05/21/2019	05/21/2019	05/31/2019	05/31/2019	186.87
5969 - Coca Cola Bottling CO. Consolidated	2056202412	18 - Bottled Drinks - Cascades	Paid by EFT # 29032	05/21/2019	05/21/2019	05/31/2019	05/31/2019	76.91
5969 - Coca Cola Bottling CO. Consolidated	2056202348	18 - Bottled Drinks	Paid by EFT # 29032	05/21/2019	05/21/2019	05/31/2019	05/31/2019	104.19
248 - Cosner's Ice Company	215002382	18 - Ice	Paid by EFT # 29035	05/21/2019	05/21/2019	05/31/2019	05/31/2019	210.00
5819 - Synchrony Bank	4031	18 - Snack Bar Items - Cascades	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	55.40
5819 - Synchrony Bank	8061	18-sanitizer	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	13.96
5819 - Synchrony Bank	000000 GPLNGH	18 - Cascades - Snack Bar Items	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	107.56
5819 - Synchrony Bank	6344	18 - Cascades - Snack Bar Items	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	64.19
				Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 10		\$1,966.58
				Program 183500 - Golf Services Totals		Invoice Transactions 10		\$1,966.58
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street , Alley, and Sewer Material								
4072 - Acushnet Company	907491559	18 - Golf balls	Paid by Check # 69686	05/21/2019	05/21/2019	05/31/2019	05/31/2019	122.00
4072 - Acushnet Company	907438256	18-Golf balls, gloves, and clubs	Paid by Check # 69686	05/21/2019	05/21/2019	05/31/2019	05/31/2019	119.00
4072 - Acushnet Company	907446861	18 - Golf balls	Paid by Check # 69686	05/21/2019	05/21/2019	05/31/2019	05/31/2019	157.23
3978 - J & M Golf, INC	0572909-IN	18 - Golf Tees	Paid by EFT # 29108	05/21/2019	05/21/2019	05/31/2019	05/31/2019	512.06
53619 - Ping, INC	14723194	18 - Accessories Divot Tool	Paid by EFT # 29159	05/21/2019	05/21/2019	05/31/2019	05/31/2019	88.77
53619 - Ping, INC	14710640	18-irons sets	Paid by EFT # 29159	05/21/2019	05/21/2019	05/31/2019	05/31/2019	449.98
				Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 6		\$1,449.04
				Program 183501 - Golf Course - Pro Shop Totals		Invoice Transactions 6		\$1,449.04
Program 184000 - Natural Resources								
Account 53990 - Other Services and Charges								
4397 - A & D Cycling Enterprises, LLC (Revolution Bike)	429 05142019	18- Bike to work day gift card- Revolution Bike	Paid by EFT # 28997	05/21/2019	05/21/2019	05/31/2019	05/31/2019	50.00
4505 - Bicycle Garage, INC	051319171006093	18- Bike to work day gift card- Bicycle Garage	Paid by Check # 69688	05/21/2019	05/21/2019	05/31/2019	05/31/2019	50.00
4583 - Jean B Smiths (Bikesmiths)	2200001710191	18- Bike to work day gift card- Bikesmiths	Paid by EFT # 29186	05/21/2019	05/21/2019	05/31/2019	05/31/2019	50.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 3		\$150.00
				Program 184000 - Natural Resources Totals		Invoice Transactions 3		\$150.00
Program 184501 - Youth Services-Kid City Camps								
Account 43270 - Registration Fees								
Deborah Atlas	2019-00000245	18-Refunds	Paid by Check # 69718	05/21/2019	05/21/2019	05/31/2019	05/31/2019	140.00
Jessica Merkel	2019-00000242	18-Refunds	Paid by Check # 69722	05/21/2019	05/21/2019	05/31/2019	05/31/2019	520.00
				Account 43270 - Registration Fees Totals		Invoice Transactions 2		\$660.00
Account 52420 - Other Supplies								
53005 - Menards, INC	25128	18-AJB CO Detectors	Paid by Check # 69708	05/21/2019	05/21/2019	05/31/2019	05/31/2019	114.91
4647 - S&S Worldwide, INC	IN100114056	18-Kid City May Break Day Origami Paper	Paid by EFT # 29177	05/21/2019	05/21/2019	05/31/2019	05/31/2019	27.96
5819 - Synchrony Bank	4025	18-Kid City Summer Camp Snacks	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	20.61
5819 - Synchrony Bank	8579	18-Kid City Summer Camp Snacks	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	29.96
5819 - Synchrony Bank	000000 GPLYCM	18-Kid City Summer Camp Snacks	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	68.24
5819 - Synchrony Bank	449768346556	18-Rubber Snakes/Clock/Phone/Out	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	8.95
5819 - Synchrony Bank	000000 GPLQQY	18-Kid City Staff Folders	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	38.98
5819 - Synchrony Bank	2970	18-Kid City Leadership Training Supplies	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	77.05
				Account 52420 - Other Supplies Totals		Invoice Transactions 8		\$386.66
Account 53310 - Printing								
5387 - Creative Graphics, INC (dba Baugh Enterprises)	6402	18-Kid City camp mailer extras	Paid by EFT # 29037	05/21/2019	05/21/2019	05/31/2019	05/31/2019	31.00
5387 - Creative Graphics, INC (dba Baugh Enterprises)	6400	18-Kid City Summer Camp reminder postcard	Paid by EFT # 29037	05/21/2019	05/21/2019	05/31/2019	05/31/2019	35.00



Board of Parks & Recreation Claim Register

Invoice Date Range 05/20/19 - 05/31/19

5387 - Creative Graphics, INC (dba Baugh Enterprises)	6401	18-Kid City Summer Camp mailers	Paid by EFT # 29037	05/21/2019	05/21/2019	05/31/2019	05/31/2019	1,550.00
				Account 53310 - Printing Totals		Invoice Transactions 3		\$1,616.00
				Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 13		\$2,662.66
Program 185000 - Twin Lakes Recreation Center								
Account 52110 - Office Supplies								
6530 - Office Depot, INC	305957251001	18- Premium paper, label tape, storage boxes	Paid by EFT # 29156	05/21/2019	05/21/2019	05/31/2019	05/31/2019	67.96
				Account 52110 - Office Supplies Totals		Invoice Transactions 1		\$67.96
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	606339	18-bolt, washers, pipe clamp, washers, cap	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	13.19
394 - Kleindorfer Hardware & Variety	606082	18-paint tape, duct tape, wire ties	Paid by EFT # 29123	05/21/2019	05/21/2019	05/31/2019	05/31/2019	82.90
				Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 2		\$96.09
Account 52420 - Other Supplies								
5819 - Synchrony Bank	5616	18 - TLRC Fitness Services TV/DVD	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	199.88
5819 - Synchrony Bank	000000 GPLEOZ	18 - TLRC Fitness Services TV/DVD	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	35.53
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T91313	18 - Volleyball Champion shirts	Paid by EFT # 29201	05/21/2019	05/21/2019	05/31/2019	05/31/2019	268.00
				Account 52420 - Other Supplies Totals		Invoice Transactions 3		\$503.41
Account 53610 - Building Repairs								
53657 - Plymate, INC	2837812	18 - TLRC Entry Mat Service	Paid by EFT # 29160	05/21/2019	05/21/2019	05/31/2019	05/31/2019	75.99
				Account 53610 - Building Repairs Totals		Invoice Transactions 1		\$75.99
Account 53650 - Other Repairs								
818 - Everywhere Signs, LLC	54502	18 - TLRC- Marquee Repairs	Paid by EFT # 29060	05/21/2019	05/21/2019	05/31/2019	05/31/2019	550.00
				Account 53650 - Other Repairs Totals		Invoice Transactions 1		\$550.00
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002325960	18-Landfill June Charges	Paid by EFT # 29170	05/21/2019	05/21/2019	05/31/2019	05/31/2019	288.95
				Account 53950 - Landfill Totals		Invoice Transactions 1		\$288.95
				Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 9		\$1,582.40
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	051619	18-TLRC Fitness Specialist	Paid by EFT # 29007	05/21/2019	05/21/2019	05/31/2019	05/31/2019	75.00
5274 - Catherine T Gossett	050819	18-TLRC Fitness Specialist	Paid by EFT # 29075	05/21/2019	05/21/2019	05/31/2019	05/31/2019	110.00
6602 - Pendah Jallow	051619	18-TLRC Fitness Specialist	Paid by EFT # 29110	05/21/2019	05/21/2019	05/31/2019	05/31/2019	150.00
1336 - Kristy L LeVert	051619	18-TLRC Fitness Specialist	Paid by EFT # 29129	05/21/2019	05/21/2019	05/31/2019	05/31/2019	125.00
5007 - Emeline P O'Connor	051619	18-TLRC Fitness Specialist	Paid by EFT # 29155	05/21/2019	05/21/2019	05/31/2019	05/31/2019	150.00
14093 - Allana Radecki	375.00	18-TLRC Fitness Specialist	Paid by EFT # 29166	05/21/2019	05/21/2019	05/31/2019	05/31/2019	375.00
4062 - Janet Altman Scott	051619	18-TLRC Fitness Specialist	Paid by EFT # 29179	05/21/2019	05/21/2019	05/31/2019	05/31/2019	369.00
1973 - Megan M Stark	051719	18-TLRC Fitness Specialist	Paid by EFT # 29193	05/21/2019	05/21/2019	05/31/2019	05/31/2019	225.00
6722 - Claire Sunkel	051419	18-TLRC Fitness Specialist	Paid by EFT # 29197	05/21/2019	05/21/2019	05/31/2019	05/31/2019	125.00
				Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 9		\$1,704.00
				Program 185002 - TLRC-Health & Wellness Totals		Invoice Transactions 9		\$1,704.00
Program 185006 - TLRC-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5819 - Synchrony Bank	5917	18 - TLRC Concession Open PO	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	14.84
5819 - Synchrony Bank	5615	18 - TLRC Concession Open PO	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	86.10
				Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 2		\$100.94
				Program 185006 - TLRC-Concessions Totals		Invoice Transactions 2		\$100.94
Program 186500 - Community Events								
Account 52420 - Other Supplies								
6606 - Jena Consulting, LLC (Paint Rave)	015140	18 - Blacklights for Glow in the Park event	Paid by EFT # 29113	05/21/2019	05/21/2019	05/31/2019	05/31/2019	275.00
53005 - Menards, INC	24816	18 - Drop cloth for escape room event	Paid by Check # 69708	05/21/2019	05/21/2019	05/31/2019	05/31/2019	16.49
				Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$291.49
Account 53990 - Other Services and Charges								
231 - Indiana University Health Bloomington, INC	BN1224	18 - Ambulance Services at Street Fair	Paid by Check # 69705	05/21/2019	05/21/2019	05/31/2019	05/31/2019	383.50
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$383.50
				Program 186500 - Community Events Totals		Invoice Transactions 3		\$674.99
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (Bloominfoods)	050304452057	18 - Garden - snacks for open house 5/19	Paid by EFT # 29015	05/21/2019	05/21/2019	05/31/2019	05/31/2019	62.59
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$62.59
				Program 186502 - Community Events-Gardens Totals		Invoice Transactions 1		\$62.59
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								



Board of Parks & Recreation Claim Register

Invoice Date Range 05/20/19 - 05/31/19

4360 - Earth Song Farm, LLC	1755	Market Bucks	Paid by EFT # 29048	05/21/2019	05/21/2019	05/31/2019	05/31/2019	20.00
52276 - Hunter's Honey Farm	1758	Market Bucks and Gift Certificates	Paid by EFT # 29094	05/21/2019	05/21/2019	05/31/2019	05/31/2019	5.00
				Account 47230 - Gift Certificate Totals		Invoice Transactions 2		\$25.00
Account 47240 - EBT Market Bucks								
12418 - Teresa A Birtles	1754	Market Bucks	Paid by EFT # 29012	05/21/2019	05/21/2019	05/31/2019	05/31/2019	114.00
3973 - Amanda Corry	1766	Market Bucks	Paid by EFT # 29034	05/21/2019	05/21/2019	05/31/2019	05/31/2019	123.00
4360 - Earth Song Farm, LLC	1755	Market Bucks and Gift Certificates	Paid by EFT # 29048	05/21/2019	05/21/2019	05/31/2019	05/31/2019	207.00
6881 - Fable Farms Indiana, LLC	1771	Market Bucks	Paid by EFT # 29061	05/21/2019	05/21/2019	05/31/2019	05/31/2019	3.00
6431 - Alvin M Fisher	1761	Market Bucks	Paid by EFT # 29068	05/21/2019	05/21/2019	05/31/2019	05/31/2019	12.00
3265 - Linnea Lee Good	1753	Market Bucks	Paid by EFT # 29074	05/21/2019	05/21/2019	05/31/2019	05/31/2019	9.00
3265 - Linnea Lee Good	1767	Market Bucks	Paid by EFT # 29074	05/21/2019	05/21/2019	05/31/2019	05/31/2019	15.00
52276 - Hunter's Honey Farm	1758	Market Bucks and Gift Certificates	Paid by EFT # 29094	05/21/2019	05/21/2019	05/31/2019	05/31/2019	90.00
5200 - Chester L Lehman	1769	Market Bucks	Paid by EFT # 29128	05/21/2019	05/21/2019	05/31/2019	05/31/2019	60.00
3981 - Muddy Fork Farm & Bakery, LLC	1768	Market Bucks	Paid by EFT # 29147	05/21/2019	05/21/2019	05/31/2019	05/31/2019	30.00
14571 - Melvin E Reeves	1756	Market Bucks	Paid by EFT # 29169	05/21/2019	05/21/2019	05/31/2019	05/31/2019	24.00
12430 - Luke Rhodes	1759	Market Bucks	Paid by EFT # 29171	05/21/2019	05/21/2019	05/31/2019	05/31/2019	63.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1764	Market Bucks	Paid by EFT # 29184	05/21/2019	05/21/2019	05/31/2019	05/31/2019	3.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1763	Market Bucks	Paid by EFT # 29184	05/21/2019	05/21/2019	05/31/2019	05/31/2019	3.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1770	Market Bucks	Paid by EFT # 29184	05/21/2019	05/21/2019	05/31/2019	05/31/2019	12.00
5673 - Stephen Stoll	1760	Market Bucks	Paid by EFT # 29195	05/21/2019	05/21/2019	05/31/2019	05/31/2019	24.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	1757	Market Bucks	Paid by EFT # 29218	05/21/2019	05/21/2019	05/31/2019	05/31/2019	27.00
5752 - Wild Alaska Salmon & Seafood, INC	1762	Market Bucks	Paid by EFT # 29226	05/21/2019	05/21/2019	05/31/2019	05/31/2019	63.00
				Account 47240 - EBT Market Bucks Totals		Invoice Transactions 18		\$882.00
Account 52420 - Other Supplies								
9269 - HP Products Corporation	14380006	18 - Market - cleaning/bathroom	Paid by EFT # 29093	05/21/2019	05/21/2019	05/31/2019	05/31/2019	31.40
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$31.40
				Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 21		\$938.40
Program 186504 - Senior Expo								
Account 52420 - Other Supplies								
13149 - Blast Off Balloons, INC	75232	18 - Balloons - 50+ Expo	Paid by Check # 69689	05/21/2019	05/21/2019	05/31/2019	05/31/2019	475.75
53005 - Menards, INC	23994	18 - Plant & decorative stake - 50+ Expo	Paid by Check # 69708	05/21/2019	05/21/2019	05/31/2019	05/31/2019	19.87
5819 - Synchrony Bank	4374	18 - Exhibitor snacks - 50+ Expo	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	381.82
				Account 52420 - Other Supplies Totals		Invoice Transactions 3		\$877.44
Account 53310 - Printing								
53125 - Mr. Copy, INC	33740	18-50+ Expo onsite programs	Paid by EFT # 29146	05/21/2019	05/21/2019	05/31/2019	05/31/2019	100.80
				Account 53310 - Printing Totals		Invoice Transactions 1		\$100.80
				Program 186504 - Senior Expo Totals		Invoice Transactions 4		\$978.24
Program 186506 - Performing Art Series								
Account 53990 - Other Services and Charges								
4310 - Lara L Weaver	2019-00000247	18- 45 minute performance at Nature	Paid by EFT # 29219	05/21/2019	05/21/2019	05/31/2019	05/31/2019	100.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$100.00
				Program 186506 - Performing Art Series Totals		Invoice Transactions 1		\$100.00
Program 186507 - 4th of July Parade								
Account 43270 - Registration Fees								
Stephen Chambers	2019-00000246	18-Refunds	Paid by Check # 69719	05/21/2019	05/21/2019	05/31/2019	05/31/2019	25.00
				Account 43270 - Registration Fees Totals		Invoice Transactions 1		\$25.00
				Program 186507 - 4th of July Parade Totals		Invoice Transactions 1		\$25.00
Program 187001 - Adult Sports-Softball								
Account 53910 - Dues and Subscriptions								
822 - Indiana Amateur Softball Association, INC	20190035	18- TLSP Steve Bartlett Registration Fees for	Paid by EFT # 29097	05/21/2019	05/21/2019	05/31/2019	05/31/2019	1,029.00
822 - Indiana Amateur Softball Association, INC	20190031	18- TLSP Umpire USA Softball Registration Fee	Paid by EFT # 29097	05/21/2019	05/21/2019	05/31/2019	05/31/2019	150.00
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2		\$1,179.00
Account 53940 - Temporary Contractual Employee								
5562 - Edwin J Briggeman	051119	18-TLSP Adult Softball Umpire	Paid by EFT # 29019	05/21/2019	05/21/2019	05/31/2019	05/31/2019	360.00
20105 - Brandon B Chambers	051119	18-TLSP Adult Softball Umpire	Paid by EFT # 29025	05/21/2019	05/21/2019	05/31/2019	05/31/2019	504.00
2481 - Ryan W Feuguay	051119	18-TLSP Adult Softball Umpire	Paid by EFT # 29064	05/21/2019	05/21/2019	05/31/2019	05/31/2019	100.00



Board of Parks & Recreation Claim Register

Invoice Date Range 05/20/19 - 05/31/19

17565 - Michael B Hicks (Contractual)	051119	18-TLSP Adult Softball Umpire	Paid by EFT # 29086	05/21/2019	05/21/2019	05/31/2019	05/31/2019	664.00
5224 - Michael L LaGrave	051119	18-TLSP Adult Softball Umpire	Paid by EFT # 29125	05/21/2019	05/21/2019	05/31/2019	05/31/2019	295.00
557 - Vicki Lynn Minder	050719	18-TLSP Adult Softball Umpire	Paid by EFT # 29140	05/21/2019	05/21/2019	05/31/2019	05/31/2019	306.00
4939 - Charles W Stone	051119	18-TLSP Adult Softball Umpire	Paid by EFT # 29196	05/21/2019	05/21/2019	05/31/2019	05/31/2019	495.00
1024 - Donald E Wertz	050919	18-TLSP Adult Softball Umpire	Paid by EFT # 29222	05/21/2019	05/21/2019	05/31/2019	05/31/2019	480.00
6470 - Adriann Wilson	050919	18-TLSP Adult Softball Umpire	Paid by EFT # 29227	05/21/2019	05/21/2019	05/31/2019	05/31/2019	414.00
Account 53940 - Temporary Contractual Employee Totals						Invoice Transactions 9		\$3,618.00
Program 187001 - Adult Sports-Softball Totals						Invoice Transactions 11		\$4,797.00
Program 187006 - Adult Sports-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
4020 - Bajco 100, LLC (Papa Johns) -	52591-19-0125	18- TLSP Concession Product- Pizza for resale	Paid by EFT # 29005	05/21/2019	05/21/2019	05/31/2019	05/31/2019	45.00
4020 - Bajco 100, LLC (Papa Johns)	52591-19-0126	18- TLSP Concession Product- Pizza for resale	Paid by EFT # 29005	05/21/2019	05/21/2019	05/31/2019	05/31/2019	45.00
5969 - Coca Cola Bottling CO. Consolidated	6801207670	18- TLSP Coca-Cola for Concessions	Paid by EFT # 29032	05/21/2019	05/21/2019	05/31/2019	05/31/2019	395.37
5969 - Coca Cola Bottling CO. Consolidated	6799205291	18- TLSP Concessions- Coca Cola Order	Paid by EFT # 29032	05/21/2019	05/21/2019	05/31/2019	05/31/2019	349.32
4099 - Gold Medal Products CO.	149981	18- TLSP Concession Products- Flavor Ice	Paid by EFT # 29073	05/21/2019	05/21/2019	05/31/2019	05/31/2019	149.50
21042 - Wesley Key (Chick Fil A Bloomington, East FSU)	03200 13293	18- TLSP Concession Products- Chicken	Paid by EFT # 29119	05/21/2019	05/21/2019	05/31/2019	05/31/2019	240.00
5819 - Synchrony Bank	6643	18- TLSP Concession Products	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	333.59
5819 - Synchrony Bank	6511	18- TLSP Concession Products	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	53.76
5819 - Synchrony Bank	4418 050319	18- TLSP Concession Products	Paid by Check # 69715	05/21/2019	05/21/2019	05/31/2019	05/31/2019	88.19
Account 52330 - Street , Alley, and Sewer Material Totals						Invoice Transactions 9		\$1,699.73
Program 187006 - Adult Sports-Concessions Totals						Invoice Transactions 9		\$1,699.73
Program 187503 - Banneker-Classes								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	458455875347	18-Bike Trainer Handle, Banneker Learn to Ride	Paid by EFT # 29199	05/21/2019	05/21/2019	05/31/2019	05/31/2019	233.82
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$233.82
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products. INC	112627	18-BBCC-Learn to Ride Shirts	Paid by EFT # 29228	05/21/2019	05/21/2019	05/31/2019	05/31/2019	116.68
Account 52430 - Uniforms and Tools Totals						Invoice Transactions 1		\$116.68
Program 187503 - Banneker-Classes Totals						Invoice Transactions 2		\$350.50
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
11693 - The Award Center, INC	58256	18-Hurlow Wealth Mgmt replacement tree plaque	Paid by EFT # 29205	05/21/2019	05/21/2019	05/31/2019	05/31/2019	259.00
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$259.00
Program 189503 - Urban Forestry Totals						Invoice Transactions 1		\$259.00
Department 18 - Parks & Recreation Totals						Invoice Transactions 121		\$23,572.76
Fund 201 - Parks and Rec Non Reverting Totals						Invoice Transactions 121		\$23,572.76
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016A - 2016 A FSC BBC Golf Rose Goat								
Account 54510 - Other Capital Outlays								
12604 - Howard D Bruce (Tabor/Bruce Architecture & Desian. INC)	13.0000	Golf Clubhouse Architect Services	Paid by EFT # 29020	05/21/2019	05/21/2019	05/31/2019	05/31/2019	3,825.00
2823 - John Naylor Trucking, LLC	25937	#2 stone for access road to HVAC unit	Paid by EFT # 29115	05/21/2019	05/21/2019	05/31/2019	05/31/2019	166.88
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 2		\$3,991.88
Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals						Invoice Transactions 2		\$3,991.88
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA								
Account 54510 - Other Capital Outlays								
52775 - Landscape Structures, INC	INV-071936	18-Global Motion spinner for Crestmont	Paid by EFT # 29126	05/21/2019	05/21/2019	05/31/2019	05/31/2019	26,955.00
4911 - Most Dependable Fountains, INC	INV55061	18-(1) ADA compliant drinking fountain-	Paid by EFT # 29145	05/21/2019	05/21/2019	05/31/2019	05/31/2019	3,040.00
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 2		\$29,995.00
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals						Invoice Transactions 2		\$29,995.00
Department 18 - Parks & Recreation Totals						Invoice Transactions 4		\$33,986.88
Fund 977 - Parks 2016 GO Bond Proceeds Totals						Invoice Transactions 4		\$33,986.88
Grand Totals						Invoice Transactions 269		\$177,393.48

REGISTER OF SPECIAL CLAIMS

Board:Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
5/31/2019	Claims				177,393.48
5/17/2019	Sales Tax				6,365.49
5/15/2019	Special Utility Claims				12,108.08
					<u>195,867.05</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 \$ 195,867.05

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 Parks & Recreation Claim Register-Utilities

Invoice Date Range 05/29/19 - 05/31/19

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 53210 - Telephone										
1079 - AT&T	8123493700050519	18- Landlines May Charges	Paid by Check # 69730		05/29/2019	05/29/2019	05/29/2019		05/29/2019	2,013.77
13969 - AT&T Mobility II, LLC	9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734		05/29/2019	05/29/2019	05/29/2019		05/29/2019	37.91
Account 53210 - Telephone Totals								Invoice Transactions 2		\$2,051.68
Program 181000 - Administration Totals								Invoice Transactions 2		\$2,051.68
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734		05/29/2019	05/29/2019	05/29/2019		05/29/2019	44.94
Account 53210 - Telephone Totals								Invoice Transactions 1		\$44.94
Program 181100 - Marketing Totals								Invoice Transactions 1		\$44.94
Program 182001 - Aquatics - Bryan Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734		05/29/2019	05/29/2019	05/29/2019		05/29/2019	37.91
Account 53210 - Telephone Totals								Invoice Transactions 1		\$37.91
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions 1		\$37.91
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734		05/29/2019	05/29/2019	05/29/2019		05/29/2019	101.49
Account 53210 - Telephone Totals								Invoice Transactions 1		\$101.49
Program 182002 - Aquatics - Mills Pool Totals								Invoice Transactions 1		\$101.49
Program 183500 - Golf Services										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734		05/29/2019	05/29/2019	05/29/2019		05/29/2019	72.74
Account 53210 - Telephone Totals								Invoice Transactions 1		\$72.74
Program 183500 - Golf Services Totals								Invoice Transactions 1		\$72.74
Program 184000 - Natural Resources										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734		05/29/2019	05/29/2019	05/29/2019		05/29/2019	37.91
Account 53210 - Telephone Totals								Invoice Transactions 1		\$37.91
Program 184000 - Natural Resources Totals								Invoice Transactions 1		\$37.91
Program 187001 - Adult Sports-Softball										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734		05/29/2019	05/29/2019	05/29/2019		05/29/2019	51.34
Account 53210 - Telephone Totals								Invoice Transactions 1		\$51.34
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions 1		\$51.34
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734		05/29/2019	05/29/2019	05/29/2019		05/29/2019	25.67
Account 53210 - Telephone Totals								Invoice Transactions 1		\$25.67
Program 188001 - Inclusive Recreation Totals								Invoice Transactions 1		\$25.67
Program 189000 - Operations										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	234484	18-Fruit for Bryan Prk Fitness Station Ribbon	Paid by Check # 69739		05/29/2019	05/29/2019	05/29/2019		05/29/2019	22.13
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$22.13
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734		05/29/2019	05/29/2019	05/29/2019		05/29/2019	211.85
Account 53210 - Telephone Totals								Invoice Transactions 1		\$211.85
Program 189000 - Operations Totals								Invoice Transactions 2		\$233.98
Program 189500 - Landscaping										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734		05/29/2019	05/29/2019	05/29/2019		05/29/2019	25.67
Account 53210 - Telephone Totals								Invoice Transactions 1		\$25.67
Program 189500 - Landscaping Totals								Invoice Transactions 1		\$25.67
Program 189501 - Cemeteries										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734		05/29/2019	05/29/2019	05/29/2019		05/29/2019	25.67
Account 53210 - Telephone Totals								Invoice Transactions 1		\$25.67
Program 189501 - Cemeteries Totals								Invoice Transactions 1		\$25.67
Program 189503 - Urban Forestry										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734		05/29/2019	05/29/2019	05/29/2019		05/29/2019	25.67
Account 53210 - Telephone Totals								Invoice Transactions 1		\$25.67
Program 189503 - Urban Forestry Totals								Invoice Transactions 1		\$25.67



Board of Parks & Recreation Claim Register-Utilities

Invoice Date Range 05/29/19 - 05/31/19

Fund 201 - Parks and Rec Non Reverting
Department 18 - Parks & Recreation
Program 184501 - Youth Services-Kid City Camps
Account 52420 - Other Supplies

4549 - Kroger Limited Partnership I	001049	18-Kid City May Break Day Snack	Paid by Check # 69739	05/29/2019	05/29/2019	05/29/2019	05/29/2019	13.73
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Department 18 - Parks & Recreation Totals
Fund 200 - Parks and Recreation Gen (51301) Totals

Invoice Transactions 14	<u>\$2,734.67</u>
Invoice Transactions 14	<u>\$2,734.67</u>

Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$13.73</u>
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Program 184501 - Youth Services-Kid City Camps Totals	Invoice Transactions 1	<u>\$13.73</u>
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Program 185000 - Twin Lakes Recreation Center

Account 53210 - Telephone
13969 - AT&T Mobility II, LLC

9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734	05/29/2019	05/29/2019	05/29/2019	05/29/2019	25.67
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Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$25.67</u>
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Program 185000 - Twin Lakes Recreation Center Totals	Invoice Transactions 1	<u>\$25.67</u>
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Program 186500 - Community Events

Account 53210 - Telephone
13969 - AT&T Mobility II, LLC

9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734	05/29/2019	05/29/2019	05/29/2019	05/29/2019	25.67
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Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$25.67</u>
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Program 186500 - Community Events Totals	Invoice Transactions 1	<u>\$25.67</u>
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Program 186503 - Community Events-Farmers' Market

Account 53210 - Telephone
13969 - AT&T Mobility II, LLC

9748920x05192019	18- AT&T Cell April Charges	Paid by Check # 69734	05/29/2019	05/29/2019	05/29/2019	05/29/2019	44.94
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Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$44.94</u>
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Program 186503 - Community Events-Farmers' Market Totals	Invoice Transactions 1	<u>\$44.94</u>
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Department 18 - Parks & Recreation Totals	Invoice Transactions 4	<u>\$110.01</u>
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Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 4	<u>\$110.01</u>
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Grand Totals	Invoice Transactions 18	<u>\$2,844.68</u>
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Board of Parks & Recreation Claim Register

Invoice Date Range 06/03/19 - 06/14/19

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 (51301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	312236353001	18-Office Supplies, copy	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	57.03
		paper, post-its, pens,	29400							
6530 - Office Depot, INC	315758988001	18- Paper, rubber bands,	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	106.91
		folders, binders	29400							
Account 52110 - Office Supplies Totals								Invoice Transactions 2		\$163.94
Account 52230 - Garage and Motor Supplies										
394 - Kleindorfer Hardware & Variety	606392	18-face shield	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	13.99
			29362							
Account 52230 - Garage and Motor Supplies Totals								Invoice Transactions 1		\$13.99
Program 181000 - Administration Totals								Invoice Transactions 3		\$177.93
Program 181100 - Marketing										
Account 53310 - Printing										
6775 - Lincoln Printing Corporation (The Jackson Group)	52606	18-TLRC Program Guide	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	1,107.00
		FW 2019	29370							
Account 53310 - Printing Totals								Invoice Transactions 1		\$1,107.00
Account 53990 - Other Services and Charges										
6830 - Andrew Lambert (Lambert Consulting)	1428	18-Social media	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	300.00
		management for	29366							
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$300.00
Program 181100 - Marketing Totals								Invoice Transactions 2		\$1,407.00
Program 182001 - Aquatics - Bryan Pool										
Account 52210 - Institutional Supplies										
9269 - HP Products Corporation	14397739	18 - POOLS - Cleaning	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	518.16
		supplies	29340							
9269 - HP Products Corporation	14400738	18 - POOLS - Cleaning	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	56.84
		supplies	29340							
394 - Kleindorfer Hardware & Variety	607297	18-ant trap	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	3.39
			29362							
6530 - Office Depot, INC	315758988001	18- Paper, rubber bands,	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	16.18
		folders, binders	29400							
5819 - Synchrony Bank	1027	18-18 - Pool cleaning	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	9.43
		supplies/Misc. Supplies	69770							
5819 - Synchrony Bank	4080	18-Pool	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	16.35
		Concessions/cleaning	69770							
5819 - Synchrony Bank	5950	18-Pool	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	4.62
		Concessions/cleaning	69770							
5819 - Synchrony Bank	8999	18 - Pool cleaning/misc	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	25.11
		supplies	69770							
5819 - Synchrony Bank	2271	18-18 - Pools -	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	32.96
		Concession stand	69770							
5819 - Synchrony Bank	8256	18-Pool	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	60.92
		Concessions/cleaning	69770							
Account 52210 - Institutional Supplies Totals								Invoice Transactions 10		\$743.96
Account 52310 - Building Materials and Supplies										
394 - Kleindorfer Hardware & Variety	606028	18-switch cover, clamps,	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	11.93
		anchor shackles	29362							
394 - Kleindorfer Hardware & Variety	606745	18-screws, anchors, bit	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	.96
			29362							
394 - Kleindorfer Hardware & Variety	606743	18-Goof Off cleaner,	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	4.84
		bolts, nuts	29362							
394 - Kleindorfer Hardware & Variety	606139	18-zip ties	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	2.74
			29362							
394 - Kleindorfer Hardware & Variety	606134	18-handles, sos pads,	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	67.49
		turtle wax, flow locks	29362							
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions 5		\$87.96
Account 52420 - Other Supplies										
3197 - IDVILLE (Baudville)	3486039	18- Supplies for Pool	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	1,298.29
		Seasonal Passes	29342							
53005 - Menards, INC	24788	18 - Pools - Misc	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	72.82
		Supplies broom, dust	69766							
6530 - Office Depot, INC	2303388272	18- Clock, clipboards,	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	60.37
		label tape, scissors	29400							
5819 - Synchrony Bank	6723	18 - POOLS - Returns	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	(10.07)
			69770							
5819 - Synchrony Bank	8537	8 - Pools - misc	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	42.42
		supplies/concessions	69770							
5819 - Synchrony Bank	2216	18 - POOLS - Returns	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	(19.94)
			69770							
5819 - Synchrony Bank	1027	18-18 - Pool cleaning	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	17.94
		supplies/Misc. Supplies	69770							
5819 - Synchrony Bank	5950	18-Pool	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	78.94
		Concessions/cleaning	69770							
5819 - Synchrony Bank	8999	18 - Pool cleaning/misc	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	61.56
		supplies	69770							
5819 - Synchrony Bank	2271	18-18 - Pools -	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	9.36
		Concession stand	69770							
5819 - Synchrony Bank	6291	18 - Pools - Concession	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	17.82
		stand food/Misc Supplies	69770							
5819 - Synchrony Bank	0579	18 - Pools - misc supplies	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	59.32
		(organizational cart,	69770							
Account 52420 - Other Supplies Totals								Invoice Transactions 12		\$1,688.83
Account 53990 - Other Services and Charges										
818 - Everywhere Signs, LLC	54877	18 - Pools - Install of	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	256.00
		signs	29312							
54255 - Spear Corporation	301270	18 - POOLS - Start up	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	78.25
		cost	29433							
54255 - Spear Corporation	301158	18-pump parts, strainer	Paid by EFT #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	209.04
		lid O ring	29433							
5819 - Synchrony Bank	0806	18 - Pools - Orientation	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	47.60
		Food	69770							
5819 - Synchrony Bank	5950	18-Pool	Paid by Check #		06/04/2019	06/04/2019	06/14/2019		06/14/2019	16.73
		Concessions/cleaning	69770							



Board of Parks & Recreation Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Account 53990 - Other Services and Charges Totals				Invoice Transactions 5				\$607.62
Program 182001 - Aquatics - Bryan Pool Totals				Invoice Transactions 32				\$3,128.37
Program 182002 - Aquatics - Mills Pool								
Account 52210 - Institutional Supplies								
9269 - HP Products Corporation	I4397739	18 - POOLS - Cleaning supplies	Paid by EFT # 29340	06/04/2019	06/04/2019	06/14/2019	06/14/2019	518.17
9269 - HP Products Corporation	I4400738	18 - POOLS - Cleaning supplies	Paid by EFT # 29340	06/04/2019	06/04/2019	06/14/2019	06/14/2019	56.85
394 - Kleindorfer Hardware & Variety	607297	18-ant trap	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	3.40
6530 - Office Depot, INC	317880091001	18- Credit for label tape	Paid by EFT # 29400	06/04/2019	06/04/2019	06/14/2019	06/14/2019	(32.59)
5819 - Synchrony Bank	1027	18-18 - Pool cleaning supplies/Misc. Supplies	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	18.86
5819 - Synchrony Bank	4080	18-Pool Concessions/cleaning	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	32.70
5819 - Synchrony Bank	5950	18-Pool Concessions/cleaning	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	9.24
5819 - Synchrony Bank	8999	18 - Pool cleaning/misc supplies	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	50.23
5819 - Synchrony Bank	2271	18-18 - Pools - Concession stand	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	65.93
5819 - Synchrony Bank	8256	18-Pool Concessions/cleaning	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	121.84
Account 52210 - Institutional Supplies Totals				Invoice Transactions 10				\$844.63
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	606028	18-switch cover, clamps, anchor shackles	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	11.93
394 - Kleindorfer Hardware & Variety	606745	18-screws, anchors, bit	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	.97
394 - Kleindorfer Hardware & Variety	606743	18-Goof Off cleaner, bolts, nuts	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	4.85
394 - Kleindorfer Hardware & Variety	606139	18-zip ties	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	2.75
394 - Kleindorfer Hardware & Variety	606134	18-handles, sos pads, turtle wax, flow locks	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	67.50
Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 5				\$88.00
Account 52340 - Other Repairs and Maintenance								
53005 - Menards, INC	24788	18 - Pools - Misc Supplies broom, dust	Paid by Check # 69766	06/04/2019	06/04/2019	06/14/2019	06/14/2019	72.82
5819 - Synchrony Bank	8537	8 - Pools - misc supplies/concessions	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	14.14
5819 - Synchrony Bank	1027	18-18 - Pool cleaning supplies/Misc. Supplies	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	5.98
5819 - Synchrony Bank	5950	18-Pool Concessions/cleaning	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	26.32
5819 - Synchrony Bank	8999	18 - Pool cleaning/misc supplies	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	20.52
5819 - Synchrony Bank	2271	18-18 - Pools - Concession stand	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	3.12
5819 - Synchrony Bank	6291	18 - Pools - Concession stand food/Misc Supplies	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	5.94
5819 - Synchrony Bank	0579	18 - Pools - misc supplies (organizational cart,	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	19.77
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 8				\$168.61
Account 52420 - Other Supplies								
3197 - IDVILLE (Baudville)	3486039	18- Supplies for Pool Seasonal Passes	Paid by EFT # 29342	06/04/2019	06/04/2019	06/14/2019	06/14/2019	1,298.29
6530 - Office Depot, INC	2303388272	18- Clock, clipboards, label tape, scissors	Paid by EFT # 29400	06/04/2019	06/04/2019	06/14/2019	06/14/2019	60.38
Account 52420 - Other Supplies Totals				Invoice Transactions 2				\$1,358.67
Account 53990 - Other Services and Charges								
818 - Everywhere Signs, LLC	54877	18 - Pools - Install of signs	Paid by EFT # 29312	06/04/2019	06/04/2019	06/14/2019	06/14/2019	384.00
54255 - Spear Corporation	301270	18 - POOLS - Start up cost	Paid by EFT # 29433	06/04/2019	06/04/2019	06/14/2019	06/14/2019	78.25
54255 - Spear Corporation	301158	18-pump parts, strainer lid O ring	Paid by EFT # 29433	06/04/2019	06/04/2019	06/14/2019	06/14/2019	209.04
5819 - Synchrony Bank	0806	18 - Pools - Orientation Food	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	44.19
5819 - Synchrony Bank	5950	18-Pool Concessions/cleaning	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	16.74
Account 53990 - Other Services and Charges Totals				Invoice Transactions 5				\$732.22
Program 182002 - Aquatics - Mills Pool Totals				Invoice Transactions 30				\$3,192.13
Program 182500 - Frank Southern Center								
Account 53610 - Building Repairs								
875 - Young Plumbing & Mechanical, INC	51133	18 FSC Cleaned and reset flush kit in women's	Paid by EFT # 29466	06/04/2019	06/04/2019	06/14/2019	06/14/2019	162.50
Account 53610 - Building Repairs Totals				Invoice Transactions 1				\$162.50
Program 182500 - Frank Southern Center Totals				Invoice Transactions 1				\$162.50
Program 183500 - Golf Services								
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	50751354	18 - Chemicals/fertilizer	Paid by EFT # 29251	06/04/2019	06/04/2019	06/14/2019	06/14/2019	3,572.72
Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1				\$3,572.72
Account 52310 - Building Materials and Supplies								
53005 - Menards, INC	25301	18 - Materials for Sand Box	Paid by Check # 69766	06/04/2019	06/04/2019	06/14/2019	06/14/2019	238.10
Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 1				\$238.10
Account 52340 - Other Repairs and Maintenance								
3958 - Kenney Outdoor Solutions, Corp	812803-00	18-spare parts kit	Paid by EFT # 29358	06/04/2019	06/04/2019	06/14/2019	06/14/2019	118.38
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 1				\$118.38
Account 53730 - Machinery and Equipment Rental								
4046 - Heritage-Crystal Clean, INC	15683389	18 - Parts Cleaner	Paid by EFT # 29332	06/04/2019	06/04/2019	06/14/2019	06/14/2019	181.19



Board of Parks & Recreation Claim Register

Invoice Date Range 06/03/19 - 06/14/19

				Account 53730 - Machinery and Equipment Rental Totals			Invoice Transactions 1	\$181.19
				Program 183500 - Golf Services Totals			Invoice Transactions 4	\$4,110.39
Program 184000 - Natural Resources								
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (BloomInnfoods)	415349	18-Water	Paid by EFT # 29274	06/04/2019	06/04/2019	06/14/2019	06/14/2019	4.90
11589 - Bloomington Cooperative Services (BloomInnfoods)	413360	18-Water	Paid by EFT # 29274	06/04/2019	06/04/2019	06/14/2019	06/14/2019	4.90
394 - Kleindorfer Hardware & Variety	606725	18-padlocks	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	70.00
6530 - Office Depot, INC	2289772188	18-Square Supplies Gryffy Boathouse	Paid by EFT # 29400	06/04/2019	06/04/2019	06/14/2019	06/14/2019	49.99
				Account 52420 - Other Supplies Totals			Invoice Transactions 4	\$129.79
Account 53990 - Other Services and Charges								
121 - Eco Logic, LLC	4230	18- Vegetation Studies at Gryffy Lake	Paid by EFT # 29305	06/04/2019	06/04/2019	06/14/2019	06/14/2019	14,434.44
				Account 53990 - Other Services and Charges Totals			Invoice Transactions 1	\$14,434.44
				Program 184000 - Natural Resources Totals			Invoice Transactions 5	\$14,564.23
Program 186500 - Community Events								
Account 52420 - Other Supplies								
536 - Chris Ramsey (KingSnake Sound Company)	140522	18-snap-on tube adapter and stand knob for	Paid by EFT # 29407	06/04/2019	06/04/2019	06/14/2019	06/14/2019	22.25
				Account 52420 - Other Supplies Totals			Invoice Transactions 1	\$22.25
Account 53990 - Other Services and Charges								
6547 - Robert Aptheker (Robby Lake)	INV0001	18- 90 minute performance at Peoples	Paid by EFT # 29261	06/04/2019	06/04/2019	06/14/2019	06/14/2019	100.00
6911 - Grace E Minnick	10607	18- 90 minute performance at Peoples	Paid by EFT # 29384	06/04/2019	06/04/2019	06/14/2019	06/14/2019	100.00
				Account 53990 - Other Services and Charges Totals			Invoice Transactions 2	\$200.00
				Program 186500 - Community Events Totals			Invoice Transactions 3	\$222.25
Program 187001 - Adult Sports-Softball								
Account 52230 - Garage and Motor Supplies								
6262 - Koenig Equipment, INC	PO9211	18- TLSP Maintenance Crew Mower Part-	Paid by EFT # 29364	06/04/2019	06/04/2019	06/14/2019	06/14/2019	39.90
4461 - Tieman Tire Co, of Bloomington, INC	88008	18- TLSP Maintenance Crew Trailer Tires	Paid by EFT # 29448	06/04/2019	06/04/2019	06/14/2019	06/14/2019	180.50
				Account 52230 - Garage and Motor Supplies Totals			Invoice Transactions 2	\$220.40
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	606917	18- TLSP Maintenance Crew Supplies- Propane	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	68.43
394 - Kleindorfer Hardware & Variety	614576	18- TLSP Maintenance Crew Miscellaneous-	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	42.44
				Account 52420 - Other Supplies Totals			Invoice Transactions 2	\$110.87
				Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 4	\$331.27
Program 187202 - Youth Sports-Winslow								
Account 52220 - Agricultural Supplies								
53038 - Mid America Sales Associates	402731-00	18 - Washington Mix for Bryan 1.2 and Winslow	Paid by EFT # 29378	06/04/2019	06/04/2019	06/14/2019	06/14/2019	2,512.21
				Account 52220 - Agricultural Supplies Totals			Invoice Transactions 1	\$2,512.21
Account 52310 - Building Materials and Supplies								
413 - Bloomington Paint & Wallpaper Co	00408539	18 - Winslow Paint/Primer for	Paid by Check # 69752	06/04/2019	06/04/2019	06/14/2019	06/14/2019	135.12
394 - Kleindorfer Hardware & Variety	606041	18-cable ties, roller covers, paint rollers,	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	78.25
394 - Kleindorfer Hardware & Variety	607145	18-weedeater string, duct tape, garden nozzle, WD-	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	93.65
				Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 3	\$307.02
Account 53630 - Machinery and Equipment Repairs								
6262 - Koenig Equipment, INC	P08501	18 - Winslow Mower oil filter	Paid by EFT # 29364	06/04/2019	06/04/2019	06/14/2019	06/14/2019	20.78
				Account 53630 - Machinery and Equipment Repairs Totals			Invoice Transactions 1	\$20.78
				Program 187202 - Youth Sports-Winslow Totals			Invoice Transactions 5	\$2,840.01
Program 187208 - Youth Sports-Olcott								
Account 52420 - Other Supplies								
2823 - John Naylor Trucking, LLC	27600	18 - load of top soil	Paid by EFT # 29354	06/04/2019	06/04/2019	06/14/2019	06/14/2019	325.00
				Account 52420 - Other Supplies Totals			Invoice Transactions 1	\$325.00
				Program 187208 - Youth Sports-Olcott Totals			Invoice Transactions 1	\$325.00
Program 187500 - Banneker								
Account 52210 - Institutional Supplies								
1029 - Cintas First Aid & Safety #2	5013815153	18-BBCC-First Aid	Paid by EFT # 29292	06/04/2019	06/04/2019	06/14/2019	06/14/2019	172.15
				Account 52210 - Institutional Supplies Totals			Invoice Transactions 1	\$172.15
Account 52420 - Other Supplies								
4647 - S&S Worldwide, INC	IN100128812	18-BBCC-White Board	Paid by EFT # 29418	06/04/2019	06/04/2019	06/14/2019	06/14/2019	103.49
4647 - S&S Worldwide, INC	IN100128108	18-BBCC-Hoola Hoops	Paid by EFT # 29418	06/04/2019	06/04/2019	06/14/2019	06/14/2019	44.94
4647 - S&S Worldwide, INC	IN100133941	18-BBCC-Summer Camp Supplies	Paid by EFT # 29418	06/04/2019	06/04/2019	06/14/2019	06/14/2019	1,060.00
5819 - Synchrony Bank	9400	18-BBCC-Banneker at the View Fun	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	127.73
				Account 52420 - Other Supplies Totals			Invoice Transactions 4	\$1,336.16
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products, INC	112672	18-18-BBCC-Banneker Camp Bags	Paid by EFT # 29463	06/04/2019	06/04/2019	06/14/2019	06/14/2019	85.97
				Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1	\$85.97
Account 53920 - Laundry and Other Sanitation Services								
53657 - Plymate, INC	2839500	18-BBCC-Mats	Paid by EFT # 29404	06/04/2019	06/04/2019	06/14/2019	06/14/2019	43.72
				Account 53920 - Laundry and Other Sanitation Services Totals			Invoice Transactions 1	\$43.72
Account 53990 - Other Services and Charges								



Board of Parks & Recreation Claim Register

Invoice Date Range 06/03/19 - 06/14/19

4061 - Georgia Ann O'Connor	050519	18-BBCC-Garden Club	Paid by EFT # 29399	06/04/2019	06/04/2019	06/14/2019	06/14/2019	162.54
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$162.54
			Program 187500 - Banneker Totals			Invoice Transactions 8		\$1,800.54
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM212761	18-eyewear, gloves	Paid by EFT # 29314	06/04/2019	06/04/2019	06/14/2019	06/14/2019	42.00
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 1		\$42.00
Account 52230 - Garage and Motor Supplies								
476 - Southern Indiana Parts, INC (Napa Auto Parts)	265583	18-lucas red-tacky grs	Paid by EFT # 29432	06/04/2019	06/04/2019	06/14/2019	06/14/2019	62.30
			Account 52230 - Garage and Motor Supplies Totals			Invoice Transactions 1		\$62.30
Account 52310 - Building Materials and Supplies								
409 - Black Lumber Co. INC	402464	18-plumbing washer in at SYMB	Paid by EFT # 29272	06/04/2019	06/04/2019	06/14/2019	06/14/2019	34.20
409 - Black Lumber Co. INC	402516	18-plumbing washer in at SYMB	Paid by EFT # 29272	06/04/2019	06/04/2019	06/14/2019	06/14/2019	12.78
394 - Kleindorfer Hardware & Variety	610277	18-paint mixer	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	12.98
394 - Kleindorfer Hardware & Variety	607345	18-plumbing washer in at SYMB	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	42.84
53005 - Menards, INC	25816	18-drywall supplies for Winslow score booth, cap	Paid by Check # 69766	06/04/2019	06/04/2019	06/14/2019	06/14/2019	150.94
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 5		\$253.74
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	607445	18-parts for X730 John Deer	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	3.00
394 - Kleindorfer Hardware & Variety	610263	18-vinegar, driveway seal, paint supplies	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	49.61
394 - Kleindorfer Hardware & Variety	607175	18- Emery Cloth, LED Bulbs, Map gas	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	21.35
394 - Kleindorfer Hardware & Variety	610054	18-9" roller frame, vinyl sprds - for use on the	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	4.97
6262 - Koenig Equipment, INC	P09256	18-Replacement grounds equip. & parts for equip.	Paid by EFT # 29364	06/04/2019	06/04/2019	06/14/2019	06/14/2019	90.61
476 - Southern Indiana Parts, INC (Napa Auto Parts)	265915	18-spark plug	Paid by EFT # 29432	06/04/2019	06/04/2019	06/14/2019	06/14/2019	8.80
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 6		\$178.34
Account 52420 - Other Supplies								
313 - Fastenal Company	INBLM212762	18-Vending: (12) AAA, (10) C, (4) D & (1) duct	Paid by EFT # 29314	06/04/2019	06/04/2019	06/14/2019	06/14/2019	28.54
394 - Kleindorfer Hardware & Variety	610328	18-clip ties, pictures hangers, baking soda	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	11.86
394 - Kleindorfer Hardware & Variety	606118	18-keys	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	6.00
53005 - Menards, INC	25817	18-t post for property boundary marking@ PR	Paid by Check # 69766	06/04/2019	06/04/2019	06/14/2019	06/14/2019	164.50
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-7974	18-(10) 16"x24" "Keep Out - under const." signs	Paid by EFT # 29412	06/04/2019	06/04/2019	06/14/2019	06/14/2019	245.40
			Account 52420 - Other Supplies Totals			Invoice Transactions 5		\$456.30
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T91463	18- 18-(10) long sleeve logo'd tees for seasonal	Paid by EFT # 29443	06/04/2019	06/04/2019	06/14/2019	06/14/2019	70.00
			Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1		\$70.00
Account 53130 - Medical								
231 - Indiana University Health Bloomington, INC	00091622-00	18-Hep B vaccine for (1) seasonal staff	Paid by EFT # 29347	06/04/2019	06/04/2019	06/14/2019	06/14/2019	121.00
			Account 53130 - Medical Totals			Invoice Transactions 1		\$121.00
Account 53610 - Building Repairs								
818 - Everywhere Signs, LLC	54098	18-Labor to make repairs to BCT outdoor kiosk light	Paid by EFT # 29312	06/04/2019	06/04/2019	06/14/2019	06/14/2019	954.00
			Account 53610 - Building Repairs Totals			Invoice Transactions 1		\$954.00
Account 53650 - Other Repairs								
32 - Cassidy Electrical Contractors, INC	18184	18-Labor to install programmable digital	Paid by EFT # 29285	06/04/2019	06/04/2019	06/14/2019	06/14/2019	550.00
3660 - Christman Enterprises LLC (Roto Rooter Plumbers)	4621642	18-Labor to clear blockage at Butler park rr	Paid by EFT # 29291	06/04/2019	06/04/2019	06/14/2019	06/14/2019	245.00
			Account 53650 - Other Repairs Totals			Invoice Transactions 2		\$795.00
			Program 189000 - Operations Totals			Invoice Transactions 23		\$2,932.68
Program 189500 - Landscaping								
Account 52220 - Agricultural Supplies								
52948 - Mays Greenhouse, LLC	26920	18- nursery supplies, i.e. plants, soil, etc.	Paid by EFT # 29374	06/04/2019	06/04/2019	06/14/2019	06/14/2019	220.47
52948 - Mays Greenhouse, LLC	26900	18- nursery supplies, i.e. plants, soil, etc.	Paid by EFT # 29374	06/04/2019	06/04/2019	06/14/2019	06/14/2019	155.00
			Account 52220 - Agricultural Supplies Totals			Invoice Transactions 2		\$375.47
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	614066	18-Terro, Hasp, padlocks	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	31.76
394 - Kleindorfer Hardware & Variety	606703	18-hasp	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	5.29
394 - Kleindorfer Hardware & Variety	606838	18-keys, key tags	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	10.60
394 - Kleindorfer Hardware & Variety	607233	18-sponges, spray paint	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	10.47
394 - Kleindorfer Hardware & Variety	606655	18-2 rain suits	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	25.98
			Account 52420 - Other Supplies Totals			Invoice Transactions 5		\$84.10
			Program 189500 - Landscaping Totals			Invoice Transactions 7		\$459.57
Program 189501 - Cemeteries								
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	606835	18-hose nozzle, epoxy putty, staples	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	24.96



Board of Parks & Recreation Claim Register

Invoice Date Range 06/03/19 - 06/14/19

394 - Kleindorfer Hardware & Variety	606293	18-6" pulley, 3/16" square key	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	18.89
Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 2		\$43.85			
Account 53130 - Medical								
231 - Indiana University Health Bloomington, INC	00091952-00	18-Hep B vaccine for (1) seasonal staff	Paid by EFT # 29347	06/04/2019	06/04/2019	06/14/2019	06/14/2019	121.00
Account 53130 - Medical Totals			Invoice Transactions 1		\$121.00			
Program 189501 - Cemeteries Totals			Invoice Transactions 3		\$164.85			
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
5745 - Bandit Industries, INC	693724	18- Replacement tire for brush chipper	Paid by EFT # 29265	06/04/2019	06/04/2019	06/14/2019	06/14/2019	437.97
394 - Kleindorfer Hardware & Variety	614191	18- Water pump plumbing parts	Paid by EFT # 29362	06/04/2019	06/04/2019	06/14/2019	06/14/2019	24.47
Account 52420 - Other Supplies Totals			Invoice Transactions 2		\$462.44			
Account 53990 - Other Services and Charges								
6803 - Simon J Normile (All Things Green Tree Sueons. LLC)	5-31-2019	18- Pruning of 28 public trees	Paid by EFT # 29397	06/04/2019	06/04/2019	06/14/2019	06/14/2019	10,000.00
11221 - Paul R Patrick (Rick Patrick Tree Care)	052219-COB	18- Spring 2019 Pruning of 213 Trees	Paid by EFT # 29403	06/04/2019	06/04/2019	06/14/2019	06/14/2019	360.00
Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		\$10,360.00			
Program 189503 - Urban Forestry Totals			Invoice Transactions 4		\$10,822.44			
Department 18 - Parks & Recreation Totals			Invoice Transactions 135		\$46,641.16			
Fund 200 - Parks and Recreation Gen (51301) Totals			Invoice Transactions 135		\$46,641.16			
Fund 201 - Parks and Rec Non Reverting								
Account 10002.1 - Petty Cash / Cash Change								
205 - City Of Bloomington	19-MM	18- 2019 Messy Mania Change Fund	Paid by Check # 69756	06/04/2019	06/04/2019	06/14/2019	06/14/2019	300.00
205 - City Of Bloomington	19-ASA	18- 2020 ASA National Tournament Gates	Paid by Check # 69755	06/04/2019	06/04/2019	06/14/2019	06/14/2019	800.00
Account 10002.1 - Petty Cash / Cash Change Totals			Invoice Transactions 2		\$1,100.00			
Department 18 - Parks & Recreation								
Program 181000 - Administration								
Account 53990 - Other Services and Charges								
50761 - Bloomington Sandwich Co, LLC	05292019	18- Board of Park Commissioners Work	Paid by EFT # 29277	06/04/2019	06/04/2019	06/14/2019	06/14/2019	117.96
Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$117.96			
Program 181000 - Administration Totals			Invoice Transactions 1		\$117.96			
Program 182001 - Aquatics - Bryan Pool								
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	1027	18-18 - Pool cleaning supplies/Misc. Supplies	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	9.43
5819 - Synchrony Bank	4080	18-Pool Concessions/cleaning	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	16.35
5819 - Synchrony Bank	5950	18-Pool Concessions/cleaning	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	4.62
5819 - Synchrony Bank	8999	18 - Pool cleaning/misc supplies	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	25.12
5819 - Synchrony Bank	2271	18-18 - Pools - Concession stand	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	32.97
5819 - Synchrony Bank	8256	18-Pool Concessions/cleaning	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	60.92
Account 52210 - Institutional Supplies Totals			Invoice Transactions 6		\$149.41			
Account 52340 - Other Repairs and Maintenance								
53005 - Menards, INC	24788	18 - Pools - Misc Supplies broom, dust	Paid by Check # 69766	06/04/2019	06/04/2019	06/14/2019	06/14/2019	72.82
Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 1		\$72.82			
Program 182001 - Aquatics - Bryan Pool Totals			Invoice Transactions 7		\$222.23			
Program 182002 - Aquatics - Mills Pool								
Account 52220 - Agricultural Supplies								
54255 - Spear Corporation	301170	18-Pipe Repair	Paid by EFT # 29433	06/04/2019	06/04/2019	06/14/2019	06/14/2019	1,139.28
Account 52220 - Agricultural Supplies Totals			Invoice Transactions 1		\$1,139.28			
Account 53990 - Other Services and Charges								
5819 - Synchrony Bank	0806	18 - Pools - Orientation Food	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	44.19
Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$44.19			
Program 182002 - Aquatics - Mills Pool Totals			Invoice Transactions 2		\$1,183.47			
Program 182003 - Aquatics-Health & Safety								
Account 43270 - Registration Fees								
4504 - American National Red Cross	22192153	18 - CPR Classes	Paid by EFT # 29255	06/04/2019	06/04/2019	06/14/2019	06/14/2019	530.00
4504 - American National Red Cross	22189847	18 - CPR Classes	Paid by EFT # 29255	06/04/2019	06/04/2019	06/14/2019	06/14/2019	591.00
Account 43270 - Registration Fees Totals			Invoice Transactions 2		\$1,121.00			
Account 53160 - Instruction								
6832 - Luke Haskett	052319	18 - CPR Instructor	Paid by EFT # 29331	06/04/2019	06/04/2019	06/14/2019	06/14/2019	146.25
Account 53160 - Instruction Totals			Invoice Transactions 1		\$146.25			
Account 53940 - Temporary Contractual Employee								
6857 - Brina Jenkins	052019	18 - Health and Safety Instructor	Paid by EFT # 29353	06/04/2019	06/04/2019	06/14/2019	06/14/2019	18.75
Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 1		\$18.75			
Program 182003 - Aquatics-Health & Safety Totals			Invoice Transactions 4		\$1,286.00			
Program 182006 - Aquatics - Pool Concessions								
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	0606	18 - Pools - Concession stand supplies	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	25.13
5819 - Synchrony Bank	5850	18 - Pools - Concession stand supplies	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	89.98
5819 - Synchrony Bank	4080	18-Pool Concessions/cleaning	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	58.90



Board of Parks & Recreation Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Account 52210 - Institutional Supplies Totals		Invoice Transactions 3		\$174.01
Account 52330 - Street, Alley, and Sewer Material				
5969 - Coca Cola Bottling CO. Consolidated	2056202392	18 - Pools - drinks for concessions	Paid by EFT # 29295	06/04/2019 06/04/2019 06/14/2019 06/14/2019 531.33
5969 - Coca Cola Bottling CO. Consolidated	6801207646	18 - Pools - drinks for concessions	Paid by EFT # 29295	06/04/2019 06/04/2019 06/14/2019 06/14/2019 1,803.72
5819 - Synchrony Bank	8537	8 - Pools - misc supplies/concessions	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 47.88
5819 - Synchrony Bank	8290	18 - Pools - Concession stand food	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 284.81
5819 - Synchrony Bank	0607	18 - Pools - Concession stand food	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 87.48
5819 - Synchrony Bank	8998	18 - Pools - Concession stand food	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 412.31
5819 - Synchrony Bank	2271	18-18 - Pools - Concession stand	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 573.32
5819 - Synchrony Bank	8256	18-Pool Concessions/cleaning	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 551.62
5819 - Synchrony Bank	6453	18 - Pools - Concession stand food	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 4.76
5819 - Synchrony Bank	6883	18 - Pools - Concession stand food	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 121.58
5819 - Synchrony Bank	6291	18 - Pools - Concession stand food/Misc Supplies	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 207.64
5819 - Synchrony Bank	0837	18 - Pools - Concession stand food	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 15.66
Account 52330 - Street, Alley, and Sewer Material Totals		Invoice Transactions 12		\$4,642.11
Account 52340 - Other Repairs and Maintenance				
53005 - Menards, INC	24788	18 - Pools - Misc Supplies broom, dust	Paid by Check # 69766	06/04/2019 06/04/2019 06/14/2019 06/14/2019 72.82
Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1		\$72.82
Account 52420 - Other Supplies				
5819 - Synchrony Bank	9666	18 - POOLS - Chairs for party tent	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 87.92
5819 - Synchrony Bank	000000 GPLNGI	18 - POOLS - Chairs for party tent	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 199.96
Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$287.88
Program 182006 - Aquatics - Pool Concessions Totals		Invoice Transactions 18		\$5,176.82
Program 183500 - Golf Services				
Account 52330 - Street, Alley, and Sewer Material				
5969 - Coca Cola Bottling CO. Consolidated	2056202441	18 - Bottled Drinks - Cascades	Paid by EFT # 29295	06/04/2019 06/04/2019 06/14/2019 06/14/2019 304.28
5819 - Synchrony Bank	0928	18 - Snack Bar Items - Cascades	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 174.82
Account 52330 - Street, Alley, and Sewer Material Totals		Invoice Transactions 2		\$479.10
Program 183500 - Golf Services Totals		Invoice Transactions 2		\$479.10
Program 183501 - Golf Course - Pro Shop				
Account 52330 - Street, Alley, and Sewer Material				
4072 - Acushnet Company	907573455	18-balls	Paid by Check # 69751	06/04/2019 06/04/2019 06/14/2019 06/14/2019 531.00
4072 - Acushnet Company	907357255	18 - Golf Balls and Clubs	Paid by Check # 69751	06/04/2019 06/04/2019 06/14/2019 06/14/2019 2,214.60
4072 - Acushnet Company	907374180	18 - Golf Balls and Clubs	Paid by Check # 69751	06/04/2019 06/04/2019 06/14/2019 06/14/2019 9,765.54
Account 52330 - Street, Alley, and Sewer Material Totals		Invoice Transactions 3		\$12,511.14
Program 183501 - Golf Course - Pro Shop Totals		Invoice Transactions 3		\$12,511.14
Program 184000 - Natural Resources				
Account 53990 - Other Services and Charges				
121 - Eco Logic, LLC	4230	18- Vegetation Studies at Griffy Lake	Paid by EFT # 29305	06/04/2019 06/04/2019 06/14/2019 06/14/2019 3,355.00
Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$3,355.00
Program 184000 - Natural Resources Totals		Invoice Transactions 1		\$3,355.00
Program 184501 - Youth Services-Kid City Camps				
Account 52420 - Other Supplies				
4647 - S&S Worldwide, INC	IN100131293	18-Kid City Summer Camp Art Supplies	Paid by EFT # 29418	06/04/2019 06/04/2019 06/14/2019 06/14/2019 39.94
5819 - Synchrony Bank	6817	18-Kid City Summer Camp Snacks	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 254.14
5819 - Synchrony Bank	000000 GPNDZT	18-Kid City Summer Camp Snacks	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 27.84
Account 52420 - Other Supplies Totals		Invoice Transactions 3		\$321.92
Account 52430 - Uniforms and Tools				
17133 - T.I.S. INC (Taylor Imprinted Soortswear)	T91489	18-Kid City camper T Shirts	Paid by EFT # 29443	06/04/2019 06/04/2019 06/14/2019 06/14/2019 2,254.00
17133 - T.I.S. INC (Taylor Imprinted Soortswear)	T91490	18-Kid City Staff Shirts	Paid by EFT # 29443	06/04/2019 06/04/2019 06/14/2019 06/14/2019 800.00
Account 52430 - Uniforms and Tools Totals		Invoice Transactions 2		\$3,054.00
Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 5		\$3,375.92
Program 185000 - Twin Lakes Recreation Center				
Account 52210 - Institutional Supplies				
5819 - Synchrony Bank	2057	18 - TLRC Facility Supplies Open PO	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 83.92
Account 52210 - Institutional Supplies Totals		Invoice Transactions 1		\$83.92
Account 52310 - Building Materials and Supplies				
53005 - Menards, INC	25803	18-power grab exp mldna/dan, wall panel	Paid by Check # 69766	06/04/2019 06/04/2019 06/14/2019 06/14/2019 44.92
4443 - The Sherwin Williams Company	2707-6	18 - TLRC Facility Paint	Paid by EFT # 29445	06/04/2019 06/04/2019 06/14/2019 06/14/2019 188.51
Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 2		\$233.43
Account 52420 - Other Supplies				
5819 - Synchrony Bank	2463	18-Replacement of flat screen television weight	Paid by Check # 69770	06/04/2019 06/04/2019 06/14/2019 06/14/2019 933.88
Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$933.88
Account 53140 - Exterminator Services				



Board of Parks & Recreation Claim Register

Invoice Date Range 06/03/19 - 06/14/19

4073 - Terminix International	386059664	18-TLRC Exterminator Services	Paid by Check # 69772	06/04/2019	06/04/2019	06/14/2019	06/14/2019	442.32
			Account 53140 - Exterminator Services Totals	Invoice Transactions 1				442.32
Account 53610 - Building Repairs								
53657 - Plymate, INC	2841174	18 - TLRC Entry Mat Service	Paid by EFT # 29404	06/04/2019	06/04/2019	06/14/2019	06/14/2019	75.99
			Account 53610 - Building Repairs Totals	Invoice Transactions 1				75.99
Account 53910 - Dues and Subscriptions								
454 - DirectTV, LLC	36299776649	18-directTV, llc	Paid by Check # 69742	06/03/2019	06/03/2019	06/03/2019	06/03/2019	211.97
			Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1				211.97
			Program 185000 - Twin Lakes Recreation Center Totals	Invoice Transactions 7				1,981.51
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	053019	18-TLRC Fitness Specialist	Paid by EFT # 29266	06/04/2019	06/04/2019	06/14/2019	06/14/2019	100.00
5274 - Catherine T Gossett	053019	18-TLRC Fitness Specialist	Paid by EFT # 29324	06/04/2019	06/04/2019	06/14/2019	06/14/2019	260.00
6602 - Pendah Jallow	052819	18-TLRC Fitness Specialist	Paid by EFT # 29351	06/04/2019	06/04/2019	06/14/2019	06/14/2019	90.00
1336 - Kristy L LeVert	053019	18-TLRC Fitness Specialist	Paid by EFT # 29367	06/04/2019	06/04/2019	06/14/2019	06/14/2019	93.75
5007 - Emeline P O'Connor	053019	18-TLRC Fitness Specialist	Paid by EFT # 29398	06/04/2019	06/04/2019	06/14/2019	06/14/2019	120.00
14093 - Allana Radecki	052919	18-TLRC Fitness Specialist	Paid by EFT # 29406	06/04/2019	06/04/2019	06/14/2019	06/14/2019	375.00
4062 - Janet Altman Scott	053019	18-TLRC Fitness Specialist	Paid by EFT # 29423	06/04/2019	06/04/2019	06/14/2019	06/14/2019	234.00
1973 - Megan M Stark	05312019	18-TLRC Fitness Specialist	Paid by EFT # 29436	06/04/2019	06/04/2019	06/14/2019	06/14/2019	287.50
6722 - Claire Sunkel	052819	18-TLRC Fitness Specialist	Paid by EFT # 29440	06/04/2019	06/04/2019	06/14/2019	06/14/2019	75.00
			Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 9				1,635.25
			Program 185002 - TLRC-Health & Wellness Totals	Invoice Transactions 9				1,635.25
Program 185006 - TLRC-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	6801207796	18 - TLRC Concessions Open PO	Paid by EFT # 29295	06/04/2019	06/04/2019	06/14/2019	06/14/2019	1,058.86
4099 - Gold Medal Products CO.	150386	18 - TLRC Concessions Open PO	Paid by EFT # 29322	06/04/2019	06/04/2019	06/14/2019	06/14/2019	335.34
5819 - Synchrony Bank	2058	18 - TLRC Concession Open PO	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	146.42
			Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 3				1,540.62
			Program 185006 - TLRC-Concessions Totals	Invoice Transactions 3				1,540.62
Program 186500 - Community Events								
Account 53730 - Machinery and Equipment Rental								
536 - Chrs Ramsey (KingSnake Sound Company)	140521	18- Sound Engineering and equipment rental for	Paid by EFT # 29407	06/04/2019	06/04/2019	06/14/2019	06/14/2019	325.00
			Account 53730 - Machinery and Equipment Rental Totals	Invoice Transactions 1				325.00
			Program 186500 - Community Events Totals	Invoice Transactions 1				325.00
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								
6427 - Katherine B Mysliwiec (Needmore Coffee Roasters)	1774	Gift Certificates	Paid by EFT # 29391	06/04/2019	06/04/2019	06/14/2019	06/14/2019	5.00
6623 - Twilight Dairy, LLC	1783	Gift Certificates	Paid by EFT # 29450	06/04/2019	06/04/2019	06/14/2019	06/14/2019	20.00
6623 - Twilight Dairy, LLC	1786	Market Bucks and Gift Certificates	Paid by EFT # 29450	06/04/2019	06/04/2019	06/14/2019	06/14/2019	20.00
			Account 47230 - Gift Certificate Totals	Invoice Transactions 3				45.00
Account 47240 - EBT Market Bucks								
17532 - Kimberley Beesley-Shatto	1781	Market Bucks	Paid by EFT # 29270	06/04/2019	06/04/2019	06/14/2019	06/14/2019	48.00
12406 - Blue Hour Farm	1777	Market Bucks	Paid by EFT # 29278	06/04/2019	06/04/2019	06/14/2019	06/14/2019	18.00
6431 - Alvin M Fisher	1779	Market Bucks	Paid by EFT # 29318	06/04/2019	06/04/2019	06/14/2019	06/14/2019	12.00
3265 - Linnea Lee Good	1775	Market Bucks	Paid by EFT # 29323	06/04/2019	06/04/2019	06/14/2019	06/14/2019	12.00
3981 - Muddy Fork Farm & Bakery, LLC	1780	Market Bucks	Paid by EFT # 29389	06/04/2019	06/04/2019	06/14/2019	06/14/2019	102.00
4423 - New Ground Farm, LLC (Michael B Record)	1778	Market Bucks	Paid by EFT # 29395	06/04/2019	06/04/2019	06/14/2019	06/14/2019	36.00
5668 - Red Frazier Bison, LLP	1776	Market Bucks	Paid by EFT # 29409	06/04/2019	06/04/2019	06/14/2019	06/14/2019	24.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1782	Market Bucks	Paid by EFT # 29428	06/04/2019	06/04/2019	06/14/2019	06/14/2019	21.00
6623 - Twilight Dairy, LLC	1786	Market Bucks and Gift Certificates	Paid by EFT # 29450	06/04/2019	06/04/2019	06/14/2019	06/14/2019	330.00
			Account 47240 - EBT Market Bucks Totals	Invoice Transactions 9				603.00
Account 53940 - Temporary Contractual Employee								
3875 - Sandra Salinas-Kobylika	052619	18 - Market - Custodial work	Paid by EFT # 29419	06/04/2019	06/04/2019	06/14/2019	06/14/2019	195.00
			Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 1				195.00
			Program 186503 - Community Events-Farmers' Market Totals	Invoice Transactions 13				843.00
Program 186504 - Senior Expo								
Account 53990 - Other Services and Charges								
4388 - Hall's Laundries, INC (17th Coin Laundry)	88065	18 - Laundry services - table linens	Paid by Check # 69764	06/04/2019	06/04/2019	06/14/2019	06/14/2019	145.00
			Account 53990 - Other Services and Charges Totals	Invoice Transactions 1				145.00
			Program 186504 - Senior Expo Totals	Invoice Transactions 1				145.00
Program 186506 - Performing Art Series								
Account 53990 - Other Services and Charges								
3943 - Lichen Creative (Pikeville Entertainment)	05/20/19	18- 75 minute performance at the	Paid by EFT # 29368	06/04/2019	06/04/2019	06/14/2019	06/14/2019	850.00



Board of Parks & Recreation Claim Register

Invoice Date Range 06/03/19 - 06/14/19

5598 - Susan Lorimer (Big Bounce Fun House Rentals)	4937135	18 - Inflatable drums rental - summer kickoff	Paid by EFT # 29371	06/04/2019	06/04/2019	06/14/2019	06/14/2019	470.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		\$1,320.00
			Program 186506 - Performing Art Series Totals			Invoice Transactions 2		\$1,320.00
Program 187001 - Adult Sports-Softball								
Account 53940 - Temporary Contractual Employee								
20105 - Brandon B Chambers	051419	18-TLSP Adult Softball Umpire	Paid by EFT # 29289	06/04/2019	06/04/2019	06/14/2019	06/14/2019	150.00
17565 - Michael B Hicks (Contractual)	051419	18-TLSP Adult Softball Umpire	Paid by EFT # 29333	06/04/2019	06/04/2019	06/14/2019	06/14/2019	90.00
557 - Vicki Lynn Minder	051519	18-TLSP Adult Softball Umpire	Paid by EFT # 29383	06/04/2019	06/04/2019	06/14/2019	06/14/2019	180.00
6962 - Glen William Schulz	052019	18-TLSP Adult Softball Umpire	Paid by EFT # 29421	06/04/2019	06/04/2019	06/14/2019	06/14/2019	414.00
4939 - Charles W Stone	052019	18-TLSP Adult Softball Umpire	Paid by EFT # 29439	06/04/2019	06/04/2019	06/14/2019	06/14/2019	150.00
1024 - Donald E Wertz	051519	18-TLSP Adult Softball Umpire	Paid by EFT # 29458	06/04/2019	06/04/2019	06/14/2019	06/14/2019	90.00
6470 - Adriann Nicole Wilson	052019	18-TLSP Adult Softball Umpire	Paid by EFT # 29461	06/04/2019	06/04/2019	06/14/2019	06/14/2019	300.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 7		\$1,374.00
			Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 7		\$1,374.00
Program 187006 - Adult Sports-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
4020 - Bajco 100, LLC (Papa Johns)	52591-19-0216	18- TLSP Concession Products for resale- Papa	Paid by EFT # 29264	06/04/2019	06/04/2019	06/14/2019	06/14/2019	45.00
4020 - Bajco 100, LLC (Papa Johns)	52591-19-0214	18- TLSP Concession Products for resale- Papa	Paid by EFT # 29264	06/04/2019	06/04/2019	06/14/2019	06/14/2019	45.00
4020 - Bajco 100, LLC (Papa Johns)	52591-19-0211	18- TLSP Concession Products for resale- Papa	Paid by EFT # 29264	06/04/2019	06/04/2019	06/14/2019	06/14/2019	42.00
4020 - Bajco 100, LLC (Papa Johns)	52591-19-0212	18- TLSP Papa John's for Concession Resale	Paid by EFT # 29264	06/04/2019	06/04/2019	06/14/2019	06/14/2019	45.00
5969 - Coca Cola Bottling CO. Consolidated	6801207805	18- TLSP Concessions Coca-Cola Order	Paid by EFT # 29295	06/04/2019	06/04/2019	06/14/2019	06/14/2019	679.68
4099 - Gold Medal Products CO.	150578	18- TLSP Concession Products	Paid by EFT # 29322	06/04/2019	06/04/2019	06/14/2019	06/14/2019	312.15
21042 - Wesley Key (Chick Fil A Bloomington, East FSU)	03200 13181	18- TLSP Concession Products for Resale-	Paid by EFT # 29359	06/04/2019	06/04/2019	06/14/2019	06/14/2019	240.00
21042 - Wesley Key (Chick Fil A Bloomington, East FSU)	03200 13761	18- TLSP Concession Food for Resale- Chick-Fil-	Paid by EFT # 29359	06/04/2019	06/04/2019	06/14/2019	06/14/2019	240.00
5819 - Synchrony Bank	0516	18- TLSP Concession Products	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	69.74
5819 - Synchrony Bank	0886	18- TLSP Concession Products	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	112.16
5819 - Synchrony Bank	0627	18- TLSP Concession Products	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	298.43
5819 - Synchrony Bank	9653	18- TLSP Concession Products	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	68.38
5819 - Synchrony Bank	2495	18- TLSP Concession Products	Paid by Check # 69770	06/04/2019	06/04/2019	06/14/2019	06/14/2019	724.36
			Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 13		\$2,921.90
			Program 187006 - Adult Sports-Concessions Totals			Invoice Transactions 13		\$2,921.90
Program G18009 - 2018-2022 Leonard Springs Nature								
Account 53990 - Other Services and Charges								
234 - Monroe County Community School Corporation	32147	18-LSND Bus Transportation	Paid by Check # 69767	06/04/2019	06/04/2019	06/14/2019	06/14/2019	205.64
234 - Monroe County Community School Corporation	32148	18-LSND Bus Transportation	Paid by Check # 69767	06/04/2019	06/04/2019	06/14/2019	06/14/2019	205.64
234 - Monroe County Community School Corporation	32149	18-LSND Bus Transportation	Paid by Check # 69767	06/04/2019	06/04/2019	06/14/2019	06/14/2019	189.12
234 - Monroe County Community School Corporation	32194	18-LSND Bus Transportation	Paid by Check # 69767	06/04/2019	06/04/2019	06/14/2019	06/14/2019	232.47
234 - Monroe County Community School Corporation	32195	18-LSND Bus Transportation	Paid by Check # 69767	06/04/2019	06/04/2019	06/14/2019	06/14/2019	232.47
234 - Monroe County Community School Corporation	32196	18-LSND Bus Transportation	Paid by Check # 69767	06/04/2019	06/04/2019	06/14/2019	06/14/2019	232.47
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 6		\$1,297.81
			Program G18009 - 2018-2022 Leonard Springs Nature Totals			Invoice Transactions 6		\$1,297.81
Program G18010 - 2018-19 Griffy Lake Nature Days								
Account 53990 - Other Services and Charges								
234 - Monroe County Community School Corporation	32197	18-GLND Bus Transportation	Paid by Check # 69767	06/04/2019	06/04/2019	06/14/2019	06/14/2019	178.85
234 - Monroe County Community School Corporation	32198	18-GLND Bus Transportation	Paid by Check # 69767	06/04/2019	06/04/2019	06/14/2019	06/14/2019	178.85
234 - Monroe County Community School Corporation	32157	18-GLND Bus Transportation	Paid by Check # 69767	06/04/2019	06/04/2019	06/14/2019	06/14/2019	175.97
234 - Monroe County Community School Corporation	32158	18-GLND Bus Transportation	Paid by Check # 69767	06/04/2019	06/04/2019	06/14/2019	06/14/2019	175.97
234 - Monroe County Community School Corporation	32159	18-GLND Bus Transportation	Paid by Check # 69767	06/04/2019	06/04/2019	06/14/2019	06/14/2019	175.97
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 5		\$885.61
			Program G18010 - 2018-19 Griffy Lake Nature Days Totals			Invoice Transactions 5		\$885.61
			Department 18 - Parks & Recreation Totals			Invoice Transactions 110		\$41,977.34
			Fund 201 - Parks and Rec Non Reverting Totals			Invoice Transactions 112		\$43,077.34
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016A - 2016 A FSC BBC Golf Rose Goat								
Account 54510 - Other Capital Outlays								
18844 - First Financial Bank, N.A.	NEIapp7clubhouse	18- Escrow for GOB Project Cascades Golf	Paid by Check # 69759	06/04/2019	06/04/2019	06/14/2019	06/14/2019	8,460.57
723 - Neidigh Construction Corporation	NEIapp7clubhouse	18- GOB Cascades Golf Course Clubhouse	Paid by EFT # 29393	06/04/2019	06/04/2019	06/14/2019	06/14/2019	160,750.92
4175 - The Stables Events, LLC (Izzy's Rentals)	8177	18-Port-a potty rentals during construction	Paid by EFT # 29446	06/04/2019	06/04/2019	06/14/2019	06/14/2019	255.00
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions 3		\$169,466.49
			Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals			Invoice Transactions 3		\$169,466.49



Board of Parks & Recreation Claim Register

Invoice Date Range 06/03/19 - 06/14/19

Program **18016C - 2016 C BP GN OP PP SO 3rd WinSP**
Account **54510 - Other Capital Outlays**
4063 - Recreation InSites, LLC 412

18-7-piece fitness station w/ Installation Inc. for	Paid by EFT # 29408	06/04/2019	06/04/2019	06/14/2019	06/14/2019	9,000.00
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 1		\$9,000.00
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals				Invoice Transactions 1		\$9,000.00

Program **18016D - 2016 D Lower Cascades**
Account **54510 - Other Capital Outlays**
19741 - Mader Design, LLC 968

18- Lower Cascades Green Yard Waste Design	Paid by EFT # 29373	06/04/2019	06/04/2019	06/14/2019	06/14/2019	8,104.00
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 1		\$8,104.00
Program 18016D - 2016 D Lower Cascades Totals				Invoice Transactions 1		\$8,104.00

Program **18016E - 2016 E BPP 9 C H MP PR SO TLRCSA**
Account **54510 - Other Capital Outlays**
1352 - Cornerstone Planning & Design INC 19-018
1352 - Cornerstone Planning & Design INC 19-019
5083 - Snider Recreation, INC 5147

18- 3rd St. and Crestmont Park Design	Paid by EFT # 29297	06/04/2019	06/04/2019	06/14/2019	06/14/2019	5,239.50
18- 3rd St. and Crestmont Park Design	Paid by EFT # 29297	06/04/2019	06/04/2019	06/14/2019	06/14/2019	1,204.25
15-CDBG - Crestmont Playground Equipment	Paid by EFT # 29431	06/04/2019	06/04/2019	06/14/2019	06/14/2019	6,418.00
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 3		\$12,861.75
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals				Invoice Transactions 3		\$12,861.75
Department 18 - Parks & Recreation Totals				Invoice Transactions 8		\$199,432.24
Fund 977 - Parks 2016 GO Bond Proceeds Totals				Invoice Transactions 8		\$199,432.24

Fund **980 - 2018 BicentennialBnd Prcd900030**
Department **18 - Parks & Recreation**
Program **18018C - Entry Ways St Trees Alley Enhanc**
Account **54510 - Other Capital Outlays**
7059 - Eagle Ridge Civil Engineering Services, LLC 182-03

13-Downtown Alleys-Inv. date 5/17/19	Paid by EFT # 29304	06/04/2019	06/04/2019	06/14/2019	06/14/2019	11,557.62
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 1		\$11,557.62
Program 18018C - Entry Ways St Trees Alley Enhanc Totals				Invoice Transactions 1		\$11,557.62
Department 18 - Parks & Recreation Totals				Invoice Transactions 1		\$11,557.62
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals				Invoice Transactions 1		\$11,557.62
Grand Totals				Invoice Transactions 256		\$300,708.36

REGISTER OF SPECIAL CLAIMS

Board:Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/14/2019	Bank Fees Claims				300,708.36
5/31/2019	Sales Tax Special Utility Claims				2,844.68
					<u>303,553.04</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 \$ 303,553.04

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
5/24/2019	Payroll				180,140.47
					<u>180,140.47</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 \$ 180,140.47

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
6/7/2019	Payroll				198,130.41
					<u>198,130.41</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 \$ 198,130.41

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 _____

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2018	2018	2018	2018	2019	2019	2019	
May	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	May	to date	Budget	May	to date	change
General Fund								
Administration	621,708	750,225	364,126	48.54%	754,420	385,453	51.09%	5.86%
Health & Wellness	105,923	104,807	46,451	44.32%	82,869	44,914	56.05%	-3.31%
Community Relations	414,953	391,579	170,200	43.47%	460,058	138,813	37.00%	-18.44%
Aquatics	328,839	283,787	49,727	17.52%	312,312	53,222	17.04%	7.03%
Frank Southern Center	359,800	354,519	179,708	50.69%	359,863	148,229	41.19%	-17.52%
Golf Services	935,271	959,712	519,773	54.16%	1,010,569	514,668	50.93%	-0.98%
Natural Resources	385,366	369,344	134,825	36.50%	396,163	105,704	26.68%	-21.60%
Youth Programs	60,195	59,033	28,968	49.07%	64,888	29,984	46.21%	3.51%
TLRC	284,750	283,707	122,742	43.26%	287,976	126,422	43.90%	3.00%
Community Events	414,238	399,144	152,207	38.13%	407,645	153,253	37.59%	0.69%
Adult Sports	323,760	272,567	112,900	41.42%	242,956	94,292	38.81%	-16.48%
Youth Sports	271,744	293,957	110,646	37.64%	225,060	94,943	42.19%	-14.19%
BBCC	289,803	304,133	117,707	38.70%	320,540	101,756	31.75%	-13.55%
Inclusive Recreation	78,403	77,988	24,896	31.92%	82,561	24,473	29.64%	-1.70%
Operations	1,815,107	1,612,174	614,348	38.11%	1,964,968	642,446	32.69%	4.57%
Landscaping	303,041	283,395	87,428	30.85%	475,315	161,043	33.88%	84.20%
Cemeteries	182,605	177,353	63,836	35.99%	184,917	79,487	42.99%	24.52%
Urban Forestry	565,527	427,208	183,681	43.00%	569,707	279,206	49.01%	52.01%
General Fund total:	7,741,033	7,404,634	3,084,169	41.65%	8,202,786	3,178,306	38.75%	3.05%
Non-Reverting Fund								
Administration	14,650	4,294	3,187	74.21%	14,150	3,551	25.09%	11.43%
Health & Wellness	1,240	1,006	120	11.97%	1,376	441	32.02%	265.97%
Community Relations	4,650	2,739	1,250	45.64%	5,350	300	5.61%	0.00%
Aquatics	69,543	81,141	14,205	17.51%	61,716	26,157	42.38%	84.14%
Frank Southern Center	97,498	96,262	40,238	41.80%	93,697	33,387	35.63%	-17.03%
Golf Services	133,709	93,048	35,843	38.52%	70,000	14,014	20.02%	-60.90%
Natural Resources	53,485	67,116	45,136	67.25%	63,029	3,598	5.71%	0.00%
Youth Programs	209,805	226,311	32,458	14.34%	213,180	29,702	13.93%	-8.49%
*TLRC - day to day	470,944	431,896	218,832	50.67%	930,961	207,062	22.24%	-5.38%
Community Events	179,343	171,651	48,603	28.31%	184,027	70,023	38.05%	44.07%
Adult Sports	199,830	161,782	26,957	16.66%	128,905	27,093	21.02%	0.51%
Youth Sports	18,754	9,622	3,963	41.18%	8,919	3,790	42.49%	-4.37%
BBCC	4,150	20,083	4,194	20.88%	1,610	1,524	94.68%	-63.65%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	70,185	10,012	14.26%	49,610	2,380	4.80%	-76.23%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	0	14,847	11,038	74.35%	0	353	0.00%	-96.80%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	4,750	5,700	1,577	27.67%	6,150	5,080	82.60%	0.00%
N-R Fund subtotal:	1,481,546	1,457,685	497,612	34.14%	1,832,680	428,456	23.38%	-13.90%
TLRC - bond	671,945	671,945	429,574	63.93%	239,294	239,294	100.00%	0.00%
N-R Fund total:	2,153,491	2,129,630	927,186	43.54%	2,071,974	667,750	32.23%	-27.98%
Other Misc Funds								
15-16 MCCSC 21st Com Le	884	38,189			884			
16-17 MCCS 21st com l								
17-18 MCCSC 21st Com Learn			20,885			97		
18-19 MCCSC 21st Com Learn						13,518		
Community Banneker Bus		45,000						
G14006 Out-of School Prg.								
G15008 Summer Food Prg	11,115	16,451			11,115			
G15009 Nature Days S/Star		0	109					
Griffy Lake Nature Day		7,187	1,940	27.00%		49		
Wapehani I-69 Mitigation		0		0.00%				
Leonard Springs Nature		9,027	3,246	35.96%		481		
Banneker Nature Day		4,800						
DNR Grant		0		0.00%				

Kaboom Play		451	451	100.00%				
Youth & Adolescent Phy Act		7,341	4,801	65.40%		251		
Goat Farm		0						
Giffy LARE		10,965	3,458			2,800		
Other Misc Funds total:	11,999	139,411	34,891	25.03%	11,999	17,195	143.31%	-50.72%
TOTAL ALL FUNDS	9,906,523	9,673,675	4,046,246	41.83%	10,286,759	3,863,251	37.56%	-4.52%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues May 2019								
	2018	2018	2018	2018	2019	2019	2019	
	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>May</u>	<u>to date</u>	<u>for year</u>	<u>May</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,258,520	6,296,466	6,258,520	99.40%	6,457,949	6,457,949	100.00%	3.19%
Administration	500	813	478	58.79%	500	2,695	538.94%	463.75%
Community Relations	0	0		0.00%	0		0.00%	0.00%
Aquatics	168,000	201,570	24,544	12.18%	198,000	22,355	11.29%	0.00%
Frank Southern	224,900	214,260	122,003	56.94%	201,300	117,551	58.40%	-3.65%
Golf Services	526,700	577,582	202,847	35.12%	619,500	202,733	32.73%	-0.06%
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	10,700	12,135	11,030	90.89%	11,500	10,760	93.57%	-2.45%
Adult Sports	71,000	57,603	27,800	48.26%	51,000	24,785	48.60%	0.00%
Youth Sports	32,000	28,507	157	0.55%	30,000	1,874	6.25%	1090.87%
BBCC	11,000	14,685	5,197	35.39%	12,000	2,010	16.75%	-61.32%
Operations	0	1,365	0	0.00%	0	534	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	31,050	35,833	12,825	35.79%	33,725	10,425	30.91%	-18.71%
Urban Forestry		30	30	100.00%		0	0.00%	0.00%
G17011 Urban Forestry		0	0	0.00%		0	0.00%	0.00%
Subtotal Program Rev	1,075,850	1,144,383	406,911	35.56%	1,157,525	395,722	34.19%	-2.75%
General Fund Total	7,334,370	7,440,849	6,665,431	89.58%	7,615,474	6,853,671	90.00%	2.82%
Non-Reverting Fund								
Administration	40,600	34,893	16,808	48.17%	40,600	15,725	38.73%	-6.44%
Health & Wellness	2,739	2,651	763	28.77%	4,840	244	5.04%	-68.01%
Community Relations	4,650	3,789	1,733	45.73%	5,400	500	9.26%	-71.14%
Aquatics	122,700	90,670	30,144	33.25%	108,200	25,401	23.48%	-15.74%
Frank Southern	151,900	118,136	29,918	25.33%	124,300	28,064	22.58%	-6.20%
Golf Services	158,500	147,204	45,961	31.22%	76,000	31,182	41.03%	-32.16%
Natural Resources	60,890	68,318	23,769	34.79%	70,000	18,752	26.79%	-21.11%
Youth Programs	215,060	232,716	113,442	48.75%	215,500	133,554	61.97%	17.73%
*TLRC -Operational	763,029	751,990	355,427	47.26%	1,253,774	324,640	25.89%	-8.66%
Community Events	193,752	202,786	107,302	52.91%	196,541	116,845	59.45%	8.89%
Adult Sports	207,000	150,971	45,457	30.11%	132,400	49,048	37.05%	7.90%
Youth Sports	19,500	10,500	2,117	20.17%	4,002	3,265	81.58%	54.19%
BBCC	5,150	28,916	14,982	51.81%	5,250	1,473	28.05%	-90.17%
Operations	56,440	104,076	57,464	55.21%	64,800	26,779	41.33%	-53.40%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	0	0	0	0.00%	0	2	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,300	17,454	12,505	71.65%	9,500	3,453	36.35%	0.00%
N-R Fund subtotal:	2,011,610	1,965,070	857,791	43.65%	2,311,507	778,927	33.70%	-9.19%
Other Misc Funds								
G-17-18 MCCSC 21st Com			8,211					
G18-19 MCCSC 21st Com	60,000	32,434			74,210	9,069		
G14009 Summer Food Grant	27,864	20,102	2,800		27,864			
Communit Banneker Bus		45,000			45,000			
Kaboom Play Everywhere								
Urban Forestry EAB								
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt		10,965				2,800		
G15008 Leonard Spring		15,000						
G15009 Griffy Nature Days		4,967						
(902) Rose Hill Trust		745	198			384		
G17007 - Goat Farm								
Banneker Nature Days		4,860						
Yth & Adolescent Phy Act		6,417	3,999		8,000			
Nature Days Star								
Other Misc Funds total:	87,864	140,489	15,208		155,074	12,253		
TOTAL ALL FUNDS	9,433,844	9,546,408	7,538,430	78.97%	10,082,055	7,644,850	75.83%	1.41%

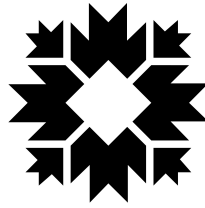
	Non-Reverting Cash Balances	1	2	3	4	5	6	7
		Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
		Balance	as of	Misc.	as of	from	Revenue	Balance
		1/1/2019	5/30/2019	revenue	5/30/2019	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	231,402.98	15,724.53		3,550.85	0.00	12,173.68	243,576.66
181001	Health & Wellness	9,024.60	244.00		440.74	0.00	(196.74)	8,827.86
181100	Community Relations	35,938.95	500.00		300.00	0.00	200.00	36,138.95
182001	Aquatics	399,096.17	25,400.71		26,157.47	0.00	(756.76)	398,339.41
182500	Frank Southern Center	196,910.51	28,064.13		33,386.76	0.00	(5,322.63)	191,587.88
183500	Golf Course	262,277.41	31,182.01		14,013.79	0.00	17,168.22	279,445.63
184000	Natural Resources	250,179.25	18,751.83		3,598.26	0.00	15,153.57	265,332.82
184500	Allison Jukebox	176,967.39	133,554.00		29,701.84	0.00	103,852.16	280,819.55
*185000	TLRC	(1,308,814.34)	295,265.01		446,356.18	0.00	(151,091.17)	(1,459,905.51)
185009	TLRC Reserve	647,424.15	29,375.00		0.00	0.00	29,375.00	676,799.15
186500	Community Events	502,959.86	116,845.41		70,023.09	0.00	46,822.32	549,782.18
187001	Adult Sports	63,189.34	49,048.36		27,093.16	0.00	21,955.20	85,144.54
187202	Youth Sports	105,516.73	3,265.00		3,789.94	0.00	(524.94)	104,991.79
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	54,823.41	1,472.56		1,524.33	0.00	(51.77)	54,771.64
189000	Operations	171,098.51	26,779.16		2,380.16	0.00	24,399.00	195,497.51
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	216,093.82	2.00		353.35	0.00	(351.35)	215,742.47
189500	Landscaping	12,704.36	0.00		0.00	0.00	0.00	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	0.00	1,497.00
189503	Urban Forestry	18,847.56	3,453.05		5,080.00	0.00	(1,626.95)	17,220.61
10002.01	Change Fund	0.00	0.00		0.00	0.00	0.00	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	0.00	0.00
	TOTALS	2,053,675.33	778,926.76	0.00	667,749.92	0.00	111,176.84	2,164,852.17
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds								111,176.84
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								INCREASE/DECREASE FOR THE CURRENT

Bloomington Parks and Recreation Surplus Declaration Form

Jun-19

Jun-19

[illegible]



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-1
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Elizabeth Tompkins, Natural Resources Coordinator
DATE: June 25, 2019
SUBJECT: REVIEW/APPROVAL OF SUMMER STAR MEMORANDUM OF AGREEMENT
– GRIFFY LAKE NATURE DAY

Recommendation

Staff recommends the Board of Park Commissioners approve the agreement with the Summer Star Foundation to fund the Griffy Lake Nature Day program for the 2019-2020 school year.

Background

Griffy Lake Nature Day is an experiential environmental education program for fourth grade students. Over the course of nine program days throughout the school year, all Monroe County Community School Corporation fourth grade students have the opportunity to attend this program. The program has been funded by the Summer Star Foundation for the last ten years. The grant covers the cost of supply purchases for activities, bus transportation for students, and a portion of Bloomington Parks and Recreation staff costs.

We look forward to continuing our relationship with the Summer Star Foundation and providing this outdoor experience to our local youth for years to come.

RESPECTFULLY SUBMITTED,

Elizabeth Tompkins, Natural Resources Coordinator

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2019, by and between the City of Bloomington Parks and Recreation Department (hereinafter, "BPRD"), and Summer Star Foundation for Nature, Art and Humanity Inc. (hereinafter, "Summer Star Foundation").

1. Purpose of Agreement:

Both parties recognize that the need exists to provide wholesome and constructive educational and recreational activities for children in Bloomington, Indiana that will effectively contribute to the mental, physical, social and educational enrichment of children. This Agreement is for the purpose of providing school year environmental educational programming to fourth graders in the Monroe County Public Schools.

2. Duration of Agreement:

This Agreement commences on September 1, 2019 and expires on September 30, 2020, unless terminated earlier as provided under Article 10 or renewed as provided under Article 11.

3. Bloomington Parks & Recreation Department:

BPRD is a municipal organization dedicated to providing essential services, facilities and programs necessary for the positive development and well-being of the community through the provision of parks, greenways, trails and recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources. One goal of BPRD is to provide outdoor education experiences that connect children to nature in ways that increase their knowledge, interest, and respect for the environment and natural spaces. This Agreement pertains to Environmental Education Nature Days at Leonard Springs and Griffy Lake parks.

4. Summer Star Foundation:

Summer Star Foundation is a non-profit based in Greater Boston that helps in establishing educational programs to enrich children's lives through arts and nature programs and in assisting such programs that are already in existence.

5. Fourth Grade Environmental Education Nature Day Project

Summer Star Foundation agrees to contribute up to a maximum of \$5,000 to BPRD's costs relating to the Fourth Grade Environmental Education Griffy Lake Nature Day Project (the "Griffy Lake Nature Day Project") for the 2019/2020 school year. The Griffy Lake Nature Day Project was modeled on the sixth grade Monroe County Community School Corporation Leonard Springs Nature Day Project, which provides all sixth grade students with a day spent in hands-on environmental education at Leonard Springs Park. The Summer Star Foundation contribution shall be used to permit fourth grade students in the Monroe County Community School Corporation to participate in this project during the 2019/2020 school year, with preference to be given to students in schools within the City of Bloomington.

The Summer Star Foundation contribution shall be used for the following expenses relating to the Griffy Lake Nature Day Project: personnel, curriculum development, logistical coordination, transportation, supplies, and program materials.

In connection with the administration of the Griffy Lake Nature Day Project, the BPRD agrees as follows:

- a. BPRD shall oversee the design and implementation of the Griffy Lake Nature Day Project. The exact location and station topics will be determined during the planning phase. Teacher contacts will begin as soon as possible to ensure adequate preparation for teachers and student participants.
- b. Griffy Lake Nature Day Project activities will include environmental education based stations that incorporate local natural resources into the 4th grade curricula.
- c. BPRD shall perform student assessments, teacher and facilitator evaluations, and take photographs during program component.
- d. BPRD shall provide Summer Star Foundation with a planning report within fourteen (14) days from the beginning of the 2019/2020 school year. Such planning report shall identify any changes to the Griffy Lake Nature Day Project curriculum from prior years, schools that will participate in the Griffy Lake Nature Day Project and a budget of expenses.
- e. At the conclusion of the 2019/2020 school year, but no later than June 30, 2020, BPRD shall submit a written evaluation report to Summer Star Foundation, including a summary of the 2019/2020 school year's total expenditures and receipts for the Griffy Lake Nature Day Project, an evaluation of the Griffy Lake Nature Day Project effectiveness, and a summary of the assessments and evaluations. Summer Star Foundation shall then submit its contribution, as provided above, by July 20, 2020.
- f. Should BPRD and the Monroe County Community School Corporation decide to continue and/or expand the Griffy Lake Nature Day Project for fourth grade students following the 2019/2020 school year, BPRD shall offer to Summer Star Foundation the opportunity to provide funding before other outside private sources of funding are sought or accepted. This provision shall not be interpreted to impose any obligation on Summer Star Foundation to continue or expand its support of the Griffy Lake Nature Day Project beyond its stated contribution under this Agreement for the 2019/2020 school year.

6. BPRD General Administration Responsibilities.

BPRD agrees that with respect to the Griffy Lake Nature Day Project, it shall:

- a. Recognize Summer Star Foundation in promotional materials using the Summer Star Foundation logo in a manner to be approved by Summer Star Foundation, including, without limitation, on all materials relating to the Griffy Lake Nature Day Project.
- b. Use the funds received from Summer Star Foundation only for the purposes set forth in this Agreement.
- c. Maintain financial, attendance, enrollment and other necessary administrative records with respect to the Griffy Lake Nature Day Project funded under this Agreement sufficient to provide the reports to Summer Star Foundation required under this Agreement.
- d. Communicate to the public and participants regarding Summer Star support of the programs.
- e. Provide all other information as requested by Summer Star Foundation.

7. Summer Star Foundation Responsibilities.

- a. Summer Star Foundation shall provide the funding for the Griffy Lake Nature Day Project as set forth in this Agreement and shall also provide any relevant information to BPRD to be included in promotional materials.

8. Terms Mutually Agreed to By All Parties:

- a. The intent of this Agreement is to document a mutually beneficial relationship between Summer Star Foundation and BPRD.
- b. Summer Star Foundation is making the grant hereunder to BPRD in reliance on BPRD's agreement to administer the funds in accordance with the terms of this Agreement. Such monitoring shall include, without limitation, monitoring the Griffy Lake Nature Day Project supported by this Agreement to insure compliance with the provisions of the Agreement relating to the operation of the program.
- c. BPRD 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.
- d. The parties agree that Summer Star Foundation shall have no responsibility with respect to the operation of the programs described in this Agreement and shall have no liability to any party relating to the operation of or any other aspect of such programs.
- e. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all parties.
- f. 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.

- g. Summer Star Foundation's obligation to make any future payments under this Agreement is conditioned on BPRD's fulfillment of its reporting obligations under this Agreement and its use of prior payments in accordance with the terms of this Agreement.
- h. The parties acknowledge and agree that this Agreement may be enforced by Summer Star Foundation.
- i. Each of the parties represents and warrants that it has full power and authority to enter into this Agreement and the individuals signing on behalf of such party are duly authorized to do so.

9. Notice and Agreement Representatives:

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

**City of Bloomington Parks and Recreation
Department**
Dave Williams
Operations Division Director
Phone: 812-349-3706
Fax: 812-349-3705

Summer Star Foundation
Shalin Liu
P.O. Box 138
Belmont, MA 02478

AND
Barbara Freedman Wand, Esq.
Day Pitney LLP
One International Place
Boston, MA 02110
Phone: 617-345-4628
Fax: 413-241-8019

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

**Bloomington Parks and Recreation
Department**
Elizabeth Tompkins
Natural Resources Coordinator
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation
Shalin Liu
P.O. Box 138
Belmont, MA 02478

AND
Barbara Freedman Wand, Esq.
Day Pitney LLP
One International Place
Boston, MA 02110
Phone: 617-345-4628
Fax: 413-241-8019

10. Termination:

This Agreement may only be terminated prior to its stated expiration in writing by the mutual agreement of all parties. Upon such termination, all funds not used for the purposes set forth in this Agreement shall be returned to Summer Star Foundation.

11. Option for Renewal:

The parties have the option to renew this Agreement for any subsequent years by the mutual agreement of the parties and upon the same terms as provided herein or such other terms as agreed to between the parties. Such renewal must be in writing, signed by the parties and delivered to the Notice and Agreement Representatives listed in Article 9. This provision shall not be interpreted to impose any obligation on the parties to renew this Agreement.

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

**Summer Star Foundation for Nature,
Art, and Humanity, Inc.**

**City of Bloomington Parks and
Recreation Department**

By:

By:

Shalin Liu, President

Paula McDevitt, Director

Les Coyne, Park Board President, Board
of Park Commissioners

Philippa Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: B-1
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: **June 25, 2019**
SUBJECT: **PARKS PARTNER AWARD—SUMMER STAR FOUNDATION**

Recommendation

The Bloomington Parks and Recreation Department would like to recognize the Summer Star Foundation for Nature, Art, and Humanity, Inc. as the recipient of the Parks Partner Award. The Parks Partner Award is a component of the Department's sponsorship program and recognizes our most outstanding collaborators and supporters.

Background

The Summer Star Foundation is a non-profit based out of the Greater Boston area and was established in 2001. The goal of the foundation is to increase exposure to nature and fine arts programming with a focus on serving underprivileged populations, children, the elderly, and those suffering with illnesses. The foundation also devotes their efforts to protecting nature and wildlife so that children have the opportunity to learn about natural resources and forge a bond with a healthy natural environment.

Our partnership with the Summer Star Foundation began in 2009 with Griffy Lake Nature Day, as well as the creation of a camp scholarship program for youth with economic, emotional, and/or physical hardships in their lives. The Griffy Lake Nature Day program has continued annually since its inception, and the "campership" program evolved in 2012 to become what is now the Banneker Summer Nature Day program.

Griffy Lake Nature Day is a full-day experiential environmental education program at Griffy Lake Nature Preserve. All MCCSC fourth grade students attend over the course of nine program days. The program incorporates hands-on outdoor activities that meet state science standards and connect students with local natural resources. The grant money received from the Summer Star Foundation helps fund the purchase of supplies, a portion of staff costs, and student transportation costs.

Banneker Summer Nature Day offers an outdoor education experience to participants of the Summer Food Program at the Banneker Community Center. Environmental educators lead participants through games, crafts, activities, lessons, and field trips four days each week during the summer months. The Summer Star Foundation funds supplies costs, all staff costs, and transportation and field trip fees.

Over the course of 10 years in supporting our department, the Summer Star Foundation has donated more than \$80,000. This has resulted in over 13,000 local children getting outside and connecting with and learning about our natural areas. We are so grateful to the Summer Star Foundation's support of our natural resources education and programming, and we are proud to present them with the Parks Partner Award.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Sarah Owen". The signature is fluid and cursive, with a large initial "S" and "O".

Sarah Owen, Community Relations Coordinator



STAFF REPORT

Agenda Item: B-2 Date: 6/19/2019

Administrator Review/Approval PM
--

TO: Board of Park Commissioners
FROM: Becky Higgins, Recreation Services Director
DATE: June 25, 2019
SUBJECT: CONTRACT FOR SERVICES WITH BRUCE WILDS SECURITY FOR
B TOWN BOOM FIREWORKS DISPLAY

Recommendation

Staff recommends the approval of the contract for services with Bruce Wilds Security for the B Town Boom on Wednesday July 3rd, 2019. The service agreement is not to exceed \$4,012 (Community Events – 201-18-186500-53990).

Bruce Wilds and his security staff will be providing security overnight from July 2nd to July 3rd for the set-up of the fireworks display and in the evening of July 3rd during the fireworks display.

Background

We have utilized Bruce Wilds Security for these services for several years and we are very happy with their work. This will be the second year that they have been contracted to handle security at this event.

RESPECTFULLY SUBMITTED,

Becky Higgins
Recreation Services Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BRUCE WILDS SECURITY
FOR
SECURITY AT B TOWN BOOM FIREWORKS DISPLAY**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce Wilds Security ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to hold a fireworks display on July 3rd for the 4th of July holiday; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform security services at the fireworks display (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 July 3, 2019, 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 Becky Higgins 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 and twelve dollars (\$4,012.00). 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:

Becky Higgins
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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		Bruce Wilds Security
Attn: Becky Higgins		Attn: Bruce Wilds
401 N. Morton, Suite 250		602 Waterloo Ct
Bloomington, Indiana 47402		Bloomington, Indiana 47401

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

Article 25. Intent to be Bound

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

and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

BRUCE WILDS SECURITY

Philippa M. Guthrie, Corporation Counsel

Bruce Wilds, Owner

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

1. Providing security services with 2 staff overnight from 6pm on Tuesday July 2nd, 2019 until 10am Wednesday July 3rd 2019 for set up of the fireworks display area.
2. Providing security services, especially patrolling perimeter of fireworks display area with staff on evening of Wednesday July 3rd, 2019 from 6pm -12am.

EXHIBIT B

“Project Schedule”

Security services will be as follows:

- 6pm July 2nd, 2019 until 10am July 3rd, 2019
- 6pm July 3rd, 2019 until 12am July 4th, 2019

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 _____, 2019.

Bruce Wilds Security

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 _____, 2019.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-3
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Economic and Sustainable Development Dept.
DATE: 6/24/19
SUBJECT: Building Trades Mural Expansion

Recommendation

Staff recommends approval of extended mural at Building Trades Park

Background

In partnership with the BUEA and the BEAD – Sam Bartlett will be expanding his Building Trades Mural around the Basketball Court and knee walls facing 2nd Street. Prospect Hill neighborhood and community members are in support of the expansion of the mural which will include more hospital and healthcare service icons. See attached images.

RESPECTFULLY SUBMITTED,
Sean M. Starowitz, Asst. Director for the Arts

Staff Name, Title



STAFF REPORT

Agenda Item: B-4
Date: 6/25/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operation Division Director
DATE: June 25, 2019
SUBJECT: FUNDING AGREEMENT APPROVAL
BUSKIRK CHUMLEY THEATER CARPET REPLACEMENT

Recommendation

Staff recommends approval of the cost share funding agreement with Buskirk-Chumley Theater Management, Inc. (BCTM) for replacement of carpet at the theater.

Background

The Operations Director neglected to execute a funding agreement with BCTM for Board approval prior to procurement and installation of new carpet at the theater. The department's 2019 capital fund allocation included \$18,200 toward this purchase. BCTM oversaw carpet purchase and installation and provided funding of \$2,835.94 toward the total project cost of \$21,035.94. The Controller's office requested execution of this agreement to document the purchase and cost share.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Division Director

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
DEPARTMENT AND BUSKIRK CHUMLEY THEATER MANAGEMENT**

This Agreement entered into on this ____ of June, 2019, by and between the City of Bloomington Department of Parks and Recreation (Department) and Buskirk Chumley Theater Management (Management)

WITNESSETH:

Whereas, the City of Bloomington Department of Parks and Recreation owns the Buskirk Chumley Theater (BCT); and

Whereas, the Department and Buskirk Chumley Theater Management have entered into a partnership agreement under which Management operates the Theater for the City; and

Whereas, the Theater's carpet needed to be replaced; and

Whereas, the Department and Management hired Moriarty Floor Covering, Inc. to replace the carpet; and

Whereas, Moriarty Floor Covering, Inc. replaced the carpet from March 11-15, 2019;

Whereas, the total cost of the replacement carpet was \$21,035.94; and

Whereas, the Department contributed \$18,200 to the carpet replacement cost using 2019 Capital funds; and

Whereas, Management contributed \$2,835.94 to the carpet replacement cost using its funds; and

Whereas, the bill for the replacement carpet has been paid in full by the respective parties.

NOW, THEREFORE, this agreement serves as documentation that Moriarty Floor Covering, Inc.'s bill for replacing the carpet at Buskirk Chumley Theater has been paid in full by the Department and Management as provided for by the above cost apportionment.

In witness whereof, the parties have caused this Agreement to be executed the day and year written above.

CITY OF BLOOMINGTON

BUSKIRK CHUMLEY THEATER MANAGEMENT

Philippa M. Guthrie
Corporation Counsel

Danielle McClelland
Executive Director
Buskirk Chumley Theater Management

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President
Board of Park Commissioners



STAFF REPORT

Agenda Item: B-5
Date: 6/25/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: June 25, 2019
SUBJECT: AGREEMENT WITH STR BUILDING RESOURCES FOR BUSKIRK
CHUMLEY THEATER WALL ASSESSMENT

Recommendation

Staff recommends approval of an agreement with STR Building Resources to perform an assessment of the existing building envelope at the Buskirk Chumley Theater and provide recommendations with costs to address water infiltration issues.

Background

The City of Bloomington owns the building at 114 E. Kirkwood Ave., the Buskirk Chumley Theater, which has recently been experiencing water infiltration into the basement. This agreement will update an exterior conditions report from 2014, investigate the causes of water infiltration into the theater basement, and provide recommendations on how to remediate this condition.

RESPECTFULLY SUBMITTED,

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

Dave Williams, Operations Director

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
STR BUILDING RESOURCES LLC**

This Agreement, entered into on this ____ day of June, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and STR Building Resources LLC ("Contractor").

Article 1. Scope of Services Contractor shall provide the following services at the Buskirk Chumley Theater building: investigative services as required for a comprehensive assessment of the existing building envelope components and also provide a solution along with associated budgets to address the deficiencies discovered as part of the assessment ("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, 2019, 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 Dave Williams 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). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Dave Williams, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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:
All work to be completed by no later than December 31, 2019.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: Dave Williams, 401 N. Morton, Bloomington, IN 47402. **Contractor:** STR Building Resources LLC, Attn: Patrick Wells, 16848 Southpark Drive Suite 300, Westfield, IN 46074. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

STR BUILDING RESOURCES LLC

James B. Clark, General Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Leslie J. Coyne, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ 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 _____, 20____.

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____.

STR Building Resources LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: B-6 Date: 6/19/2019

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator-Banneker Community Center
DATE: June 25th, 2019
SUBJECT: PARTNERSHIP AGREEMENT-LET'S GO SPORTS

Recommendation

Staff recommends approval of a partnership agreement for preschool sports programs and future summer camps with Let's Go Sports.

Background

Since 2017, the Banneker Community Center has worked with an outside recreational sports organization to facilitate preschool sports programming. The partner organizes the following: marketing, registration, instruction, equipment and communication with participants. BPRD is responsible for providing facilities and maintenance of such. As part of this agreement, BPRD will receive 25% of registration fees and will be able to serve more Bloomington and Monroe County families with instruction-based offseason sports programming.

Banneker staff are looking to move from Jump Start Sports to Let's Go Sports beginning in August of 2019 due to challenges met while working with Jump Start Sports. Let's Go Sports is owned by BPRD's former representative at Jump Start Sports and currently works with Columbus and Brownsburg among others.

RESPECTFULLY SUBMITTED,

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

Erik Pearson, Program/Facility Coordinator

**City of Bloomington
Parks and Recreation Department
Program Partnership Agreement
Let's Go Sports**

This Agreement is made and entered into this 25th day of June, 2019, by and between the Bloomington Parks and Recreation Department ("BPRD") and Let's Go Sports LLC.

WHEREAS, BPRD and Let's Go Sports desire to cooperate in offering preschool sports programs and summer sports camps; and

WHEREAS, Let's Go Sports 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 offer preschool sports programs and summer sports camps that focus on introducing sports to children in an instruction based, fun environment. This partnership will allow these programs to take place at BPRD facilities, and will result in increasing the quality of preschool sports programs and allowing more Bloomington families to participate.

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from June 25th 2019, to June 25th, 2020, 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 Let's Go Sports in order to provide sports programs necessary for the positive development and well-being of the community.

BPRD agrees to:

- 3.1** Include program description and registration information in Program Guide, and in subsequent flyers.
- 3.2** Provide facility space at BPRD facilities for Let's Go Sports to coordinate programming.
- 3.3** Agree to share data on program participants and have them remain both in the BPRD system as well as Let's Go Sports
- 3.4** BPRD will receive 25% of league registration fees at the completion of the programs. If the minimum participation number is not met, the percentage BPRD receives will be adjusted.
- 3.5** BPRD will have final authority in situations regarding inclement weather and use of

BPRD facilities.

4.0 Let's Go Sports:

The goal of Let's Go Sports is to work in partnership with BPRD for the purpose of establishing, organizing, and running recreation sports programs held in the Bloomington community.

Let's Go Sports agrees to:

- 4.1** Maintain close contact with Erik Pearson, Coordinator, and bring any related issues to his attention promptly.
- 4.2** Responsible for all aspects of managing and operating these programs including marketing, sales, sales administration, customer service, program planning, staffing, equipment, team shirts, officiating, trophies, and insuring both entities against potential liability claims.
- 4.3** Receive registration information and create program rosters and fees through Let's Go Sports website and will be responsible for sharing this with BPRD.
- 4.4** Let's Go Sports will receive 75% of league registration fees. If the minimum participation number of 10 participants is not met, the percentage BPRD receives will be adjusted.
- 4.5** Will communicate with participants regarding scheduling or other issues in a timely manner.
- 4.6** Will submit payment to BPRD for programming no later than two weeks past the last session of programming.
- 4.7** In the event that Let's Go Sports CANNOT operate agreed upon programs due to staffing issues or other incidents related to Let's Go Sports operations, BPRD will receive compensation of \$475.

5.0 Release and Hold Harmless Agreement:

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

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

The intent of this Agreement is to document a mutually beneficial partnership between BPRD and Let's Go Sports.

- 6.1** The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services, prompt communication, and customer satisfaction.

6.2 Let's Go Sports and BPRD will provide timely and responsive updates to each other leading up to a program season regarding marketing, facilities, budget, and user information.

6.3 Let's Go Sports and BPRD will act in concert regarding all policies and procedures. As such, LGS and BPRD will agree mutually on all issues regarding pricing policies, marketing materials, program fees, discount policies, cancellation policies, and refund policies. If neither party can agree, mediation will be conducted by legal representatives for LGS and BPRD.

6.4 The commitment of facility resources will be honored according to the length and time of each program and sessions. BPRD and LGS will determine dates based upon BPRD's marketing production timeline ahead of each program guide season (Fall/Winter, Winter/Spring and Summer.)

6.5 Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.

6.6 The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.

6.7 This Agreement and the services provided will be evaluated in January 2020.

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:

Let's Go Sports
Zach Hensel
1590 Farmland Court
Noblesville, Indiana 46060
317-519-0566

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:

Let's Go Sports
Zach Hensel
1590 Farmland Court
Noblesville, Indiana 46060
317-519-0566

Bloomington Parks and Recreation
Erik Pearson
PO Box 848
Bloomington, Indiana 47402
812-349-3734

8.0 Termination

BPRD reserves the right to terminate this agreement from LGS upon five days' written notice if circumstances allow.

9.0 E-Verify

The 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 the 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 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.

Let's Go Sports 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.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF)

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

CITY OF BLOOMINGTON

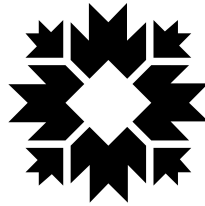
Leslie J. Coyne, President
Board of Park Commissioners

Paula McDevitt, Director
Parks and Recreation Department

Philippa M. Guthrie, Corporation Counsel

MONROE COUNTY HISTORY CENTER

Zach Hensel, Owner Let's Go Sports



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-7
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: June 25, 2019
SUBJECT: CONTRACT FOR SERVICES WITH THE JACKSON GROUP FOR PROGRAM GUIDE PRINTING AND MAILING SERVICES

Recommendation

Staff recommends the approval of the contract for printing and mailing services with The Jackson Group. To maximize efficiency and volume paper and press discounts, this contract covers four seasonal program guides: Fall/Winter 2019, Winter/Spring 2020, Summer 2020 and Fall/Winter 2020. The Fall/Winter 2019 program guide will be paid for with 2019 funds. The 2020 program guides will be paid for with 2020 funds.

The contract is not to exceed \$87,000 (Community Relations)

2019: 200-18-181100-53310 NTE \$20,000 and 200-18-181100-53990 NTE \$1,400

2020: 200-18-181100-53310 NTE \$62,000 and 200-18-181100-53990 NTE \$4,200

Background

The Parks and Recreation Department produces a program guide three times per year, in April, August, and December. This seasonal program guide is the cornerstone marketing and informational piece for the Departments programs, events, services, and revenue-generating facilities. We print 38,000 program guides per season, and directly mail about 36,000 to Bloomington-area households. The impact of the launch of Switchyard Park and its associated programs and facilities on the program guide is yet unknown. We anticipate the program guide will eventually grow from 44 to 48 pages, and that an increased number of program guides will be printed to both market the facility and meet customer demand.

RESPECTFULLY SUBMITTED,

Julie Ramey, Community Relations Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
THE JACKSON GROUP
FOR
PARKS AND RECREATION SEASONAL PROGRAM GUIDE PRINTING**

This Agreement, entered into on this 25th day of June, 2019, by and between the City of Bloomington Parks and Recreation Department (the “Department”), and The Jackson Group (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to print and distribute a program catalog three times per year (Fall/Winter 2019; Winter/Spring 2020; Summer 2020; Fall/Winter 2020); and

WHEREAS, the Department requires the services of a professional Contractor in order to perform printing and binding (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 the dates identified in the Guide Production Schedule in Exhibit B, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Julie Ramey as the Department’s Project Manager.

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 dollars per issue (\$21,000/issue). 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:

Julie Ramey
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, Guide Production Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.

- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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		The Jackson Group
Attn: Julie Ramey		Dan Gummere, Account Executive
401 N. Morton, Suite 250		5804 Churchman Bypass
Bloomington, Indiana 47402		Indianapolis, IN 46203

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

THE JACKSON GROUP

Philippa M. Guthrie, Corporation Counsel

Dan Gummere, Account Executive

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Print, bind, prepare for mailing, and/or deliver

38,000 seasonal program guides Fall/Winter 2019

Pages: 44 pages + cover

Stock: 50# White Domtar Earth Choice Offset or equivalent

Ink/Coatings: 4 CP/2CP

Finished size 8.5” x 11”

Finishing: Trim, fold, stitch, and carton pack

Ink jet addressing, ZIP+4 address confirmation and bulk mail permit sorting of mailing list provided by
Bloomington Parks and Recreation

Print, bind, prepare for mailing, and/or deliver

38,000 seasonal program guides Winter/Spring 2020, Summer 2020, Fall/Winter 2020

Pages: 44 pages + cover

Stock: 50# White Domtar Earth Choice Offset or equivalent

Ink/Coatings: 4 CP/4CP

Finished size 8.5” x 11”

Finishing: Trim, fold, stitch, and carton pack

Ink jet addressing, ZIP+4 address confirmation and bulk mail permit sorting of mailing list provided by
Bloomington Parks and Recreation

EXHIBIT B

“Project Schedule”

The following is an approximate schedule, dates are subject to change;

Fall-Winter 2019 Guide – Final art to printer July 15, 2019. Guide delivery date August 6, 2019.

Winter-Spring 2020 Guide – Final art to printer November 12, 2019. Guide delivery date December 9, 2019.

Sumer 2020 Guide – Final art to printer mid-March 2020. Guide delivery date beginning of April 2020.

Fall-Winter 2020 Guide – Final art to printer mid-July 2020. Guide delivery date beginning of August 2020.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

The Jackson Group

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-8
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: June 25, 2019
SUBJECT: CONTRACT FOR SERVICES WITH RLR ASSOCIATES FOR TRAIL
BRANDING AND LOGO DEVELOPMENT

Recommendation

Staff recommends the approval of the contract for trail system branding and logo design services with RLR Associates. The service agreement is not to exceed \$19,400 (Community Relations – 200-18-181100-53170).

Background

The Parks and Recreation Department manages more than 30 miles of trails throughout the city, including the B-Line Trail, Jackson Creek Trail, Clear Creek Trail, Bloomington Rail Trail, and Cascades Park Trail. While logos were developed for the B-Line, Clear Creek and Jackson Creek Trails, the Department does not currently have a cohesive or recognizable way of branding or wayfinding its trail system. RLR Associates will create a trail system identity for the city's multi-use trails, as well as an identity and wayfinding signage design guide, that reflects the culture and style of the Bloomington Parks and Recreation trail system.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script that reads "Julie Ramey". The signature is written in dark ink on a light-colored background.

Julie Ramey, Community Relations Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
RLR ASSOCIATES INC.
FOR
TRAIL SYSTEM BRANDING & SIGNAGE DESIGN**

This Agreement, entered into on this 25th day of June, 2019, by and between the City of Bloomington Parks and Recreation Department (the “Department”), and RLR Associates Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to re-brand its trail system and develop a trail logo and guidelines for signage; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform trail system identity research and development (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, 2019 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 nineteen thousand four hundred (\$19,400). 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:

Julie Ramey, Community Relations Manager
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

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

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.

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

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

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

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

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- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
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Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department:**Contractor:**

City of Bloomington	Rodney Reid, President
Attn: Julie Ramey	RLR Associates, Inc.
401 N. Morton, Suite 250	1302 N. Illinois St.
Bloomington, Indiana 47402	Indianapolis, IN 46202

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

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

CITY OF BLOOMINGTON

RLR Associates, Inc.

Philippa M. Guthrie, Corporation Counsel

Rodney Reid, President

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

RLR Associates will create a trail system identity or logo for the city’s multi-use trails. Additionally, the work involves the creation of an identity and wayfinding signage design guide for the trail system. The geographic scope of the project includes the B-Line Trail, Clear Creek Trail, Jackson Creek Trail, Bloomington Rail Trail, and Cascades Park Trail. A new trail system identity and signage will be used to exclusively brand the trails as part of a citywide system for alternative transportation, active lifestyles, and community engagement.

Component One - Trail System Identifier

The design of the system (or umbrella) identifier or logo will be achieved through the use of color, illustration and typography. Designs will be presented and refined based on client input. RLR Associates will then create an identity that reflects the culture and style of the Bloomington Parks trail system. Listed below are components of RLR’s work:

A. Discovery - RLR will gather historic data, research and review background information on the trails in order to shape ideas for ‘look’ and identity development. They will talk with stakeholders and BPR leadership to become familiar with existing perceptions and desired image of the city’s multi-use trails.

B. Visual Identifier (Logo) - Create a system logo or visual identifier, or family of logos that encapsulate the trails’ unique image. Logo may be a topographic (letterform) or symbolic (graphic). Present 5-6 design concepts of the logo or family of logos.

C. Identity Style Guide - Write and layout an updateable guide that describes and details the use of the established guides (i.e. color, font, material finishes, size) and production specifications for signage and communications materials.

Deliverables: Create and present design concepts for selection. Refine one selected logo and prepare artwork suitable for output. Final logo artwork will be provided in four digital formats (.jpg, .png, .eps and .pdf) all in high- and low-resolution sizes. Provide a simple Usage Guideline of logo or wordmark to illustrate recommended application.

Meetings: Participate in client presentations and reviews as determined in a project kick-off/discovery meeting.

Schedule: 3-4 weeks depending upon BPR’s response and approval process.

Component Two - Trail System Signage Guide

RLR suggest that our deliverable be a “guide” upon which current and future signage will be based. Of course, there may be unique aspects of each property, our plan should be applicable to all *like* properties. Signage may be compatible with street furniture (e.g. benches, light poles, bike racks, etc.) and remain visually distinct from existing vehicular traffic signage. RLR will consider the common, functional elements of each trail in our signage programming and design.

A. Assessment of Existing Conditions - Complete an assessment of existing trails and signage, as well as the current usage of the trail systems. This would include an evaluation of how current signage or markings are used by various groups, i.e., walkers, joggers, bicyclists, children, pets, as well as how the signage links to other trails.

B. Wayfinding Strategy - Provide a strategic approach to navigating the trails. Present recommendations that may be used to identify trails, key nodes, and placement of directional signage or map panels. Provide application of recent rebranding program to existing signage and facilities. Determine applicable regulatory information for authorities including the AASHTO Guide for Development of Bicycle Facilities, the

Manual for Uniform Traffic Control Devices (MUTCD), and local sign ordinances.

C. Trail Signage System Design - Create a system of signs for use throughout BPR trails. The system includes: wayfinding & directional signs, trail head & boundary markers, mileage signs, pedestrian & vehicular regulatory signs, map/directory kiosk, etiquette signs, interpretive signage framework (actual interpretive copy not included), etc. The “look” and aesthetic of the system will be sensitive to the new brand identity. Design criteria will also respond to ADA, INDOT, MUTCD and other authorities as required.
Trail System Branding & Signage Design Guide / Design Services Agreement

D. Message & Terminology List - Develop a prototype or representative schedule for messaging to be used in the development of future sign copy and text.

EXHIBIT B

“Project Schedule”

Work to begin by August 1, 2019 and to be completed no later than Dec. 31, 2019.

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____.

RLR Associates 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-9 Date: 6/19/2019

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: **June 25, 2019**
SUBJECT: **INVASIVE PLANT REMOVAL AT WHITE OAK CEMETERY**

Recommendation

Staff recommends approval of this contract with Eco Logic, LLC to remove invasive plant species at White Oak Cemetery.

Background

In response to increased public interest in White Oak Cemetery, the Operations Division had a boundary survey done in the autumn of 2018. Based on this information, Cemetery staff would like to hire Eco Logic, LLC to remove invasive plant vegetation throughout the Cemetery to create more usable open space. This will allow for accurate planning of future activities in White Oak Cemetery, including possible expansion of the green burial areas and cremains plots, and the installation of a scatter garden for cremains. Provided is an aerial photo of the property location.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
INVASIVE PLANT REMOVAL AT WHITE OAK CEMETERY**

This Agreement, entered into on this ____ day of _____, 2019 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 remove invasive plants at White Oak Cemetery; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform invasive plant removal (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, 2019, 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 Five Thousand Dollars and Zero Cents (\$5,000.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

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.

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
Joanna Sparks, City Landscaper	Spencer Goehl
401 N. Morton, Suite 250	8685 West Vernal Pike
Bloomington, Indiana 47402	Bloomington, Indiana 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

Leslie J. Coyne, President,
Board of Park Commissioners

EXHIBIT A

"Scope of Work"

The Services shall include the following:

White Oak Cemetery; Invasive Plant Control

Project summary:

This proposal includes all material and labor for four days of work at the White Oak Cemetery. The initial phase of this project will consist of controlling large invasive shrubs, vines and trees in the defined project boundaries. The priority is the Scatter Garden area outlined in yellow on the attached map. If time allows a secondary focus will be the eastern property boundary area, outlined in red on the attached map. Most species will be cut and the stumps will be treated with herbicide. Debris from this operation will be piled for chipping in open areas and along the Adams St. and 7th St. right-of -ways. Smaller shrubs may be cut into smaller pieces so that they lay flay on the ground and decompose quickly. Some smaller trees and shrubs may also be treated with basal oil and be left standing dead or sprayed with foliar herbicide. The field staff will decide what methodology is appropriate, based on effectiveness, efficiency and aesthetics. The utmost care and respect will be shown by our crews at all times while working near the White Oak Cemetery.

Total Proposal Price: \$5,000.00

*All herbicide treatment to be performed by OISC Certified applicators



EXHIBIT B

“Project Schedule”

Work is to be completed by December 31, 2019.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ 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

[illegible]

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: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

ECO LOGIC, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



STAFF REPORT

Agenda Item: B-10
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: June 25, 2019
SUBJECT: ADOPT-A-MEDIAN BY COMFORT KEEPERS ON CLARIZZ BOULEVARD

Recommendation

Staff recommends approval of this partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Comfort Keepers to Adopt-A-Median on Clarizz Boulevard. There will be no money exchanged in this partnership.

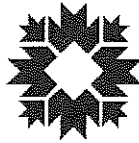
Background

BPRD maintains numerous street medians, roundabouts, and public right-of-ways throughout Bloomington. Of these, there are three grassy medians on Clarizz Boulevard. Each has been 'adopted' since 2005. In the spring of this year one of the long-time adopters decided to end our partnership. Within weeks Comfort Keepers contacted us to express their desire to become the new 'adopter'. They agree to regularly maintain the turf, keep the litter picked up and generally keep the median looking good for passersby. This partnership will be in effect for five years.

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

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

Adopt-A-Median Partnership Agreement

This agreement between the City of Bloomington, Department of Parks and Recreation (hereafter "City") and **Comfort Keepers**, (hereinafter "Adopter") is to provide a means of improving, beautifying, and maintaining the median located on **Clarizz Boulevard**. The median described is approximately 335 feet in length and 12 feet in width..

All materials and labor necessary for the improvement and maintenance of the median are the sole responsibility of the Adopter. The Adopter agrees to check the adopted location(s) 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 median.

The Adopter agrees to provide to the City a schematic landscape plan noting species, sizes and planting locations, and Adopter shall obtain written approval from the City of Bloomington Department of Public Works, Planning and Parks and Recreation prior to the planting of any trees, shrubs, plants, flowers, or other vegetation. The City shall review all proposed planting locations for such factors as the presence of publicly and privately owned buried utilities, and potential vehicular traffic conflicts or obstructions, and compliance with local planning and zoning ordinance requirements, prior to permitting and work to proceed on the roundabout. In addition, Adopter shall be subject to the provisions of state law regarding locating underground utilities prior to excavating the site.

The City of Bloomington reserves the right to provide and place no more than two (2) signs of City design in a location in the median visible from the street indicating that the median has been "adopted" by the Adopter. The costs associated with the manufacture, maintenance, and placement of the sign(s) shall be borne by the City of Bloomington.

The median 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 all signs. 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 median will be adopted for another five (5) year period. All materials provided by Adopter under this Agreement will remain property of the Adopter and Adopter may remove the materials, or negotiate to sell them to the City, when the Agreement concludes or is terminated by either party.

The Adopter agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington, and also 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. This agreement may be renewed by the written agreement of both parties upon original date of expiration.

Agreed to the _____ day of _____, 2019

“ADOPTER”;

“CITY”;

“By:

_____, Owner Date
Comfort Keepers

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

Kathleen Mills, President Date
Board of Park Commissioners

Philippa Guthrie, Corporation Counsel Date
City of Bloomington

Adam Wason, Director Date
City of Bloomington
Public Works Department

Kyla Cox-Deckard, President Date
Board of Public Works



STAFF REPORT

Agenda Item: B-11 Date: 6/19/2019

Administrator Review/Approval PM
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TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: June 25, 2019
SUBJECT: PARTNERSHIP AGREEMENT WITH MAD 4 MY DOG

Recommendation

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Mad 4 My Dog for the Drool in the Pool event. There will be no money exchanged in this partnership.

Background

Drool in the Pool is in its 15th year. This is the fourth year for this partnership but Mad 4 My Dog has been part of the event since it started. We are excited to have them as our event partner again this year. Last year Drool in the Pool was very successful with 190 dogs and 320 humans participating from the Bloomington community and surrounding areas over the two days.

Highlights include:

- The event will be two days and will be held on Wednesday and Thursday, August 7th and 8th from 5-8p.m. at Mills Pool. The first day will be for swimming and a dog jumping contest. The second day of the event will include swimming, and more contests. Dog vendors will also be present to hand out samples and information, interact with the public and promote their dog specialty.
- Dogs will be allowed to swim in the pool's zero entry area and splash pad, and in the main pool up to five feet. Dog guards will be on duty to oversee all pool activity.

RESPECTFULLY SUBMITTED,

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

Bill Ream, Community Events Coordinator



COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2019, by and between the Bloomington Parks and Recreation Department (BPRD), and Mad 4 My Dog.

WHEREAS, there is a need for a summer dog event in Bloomington: and,

WHEREAS, the BPRD and Mad 4 My Dog desire to cooperate in the provision of a community event called Drool in the Pool for dogs and owners; and,

WHEREAS, Mad 4 My Dog 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 other 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 a fun summer event for dogs and their owners of the Bloomington community by combining available resources from each partner to the Agreement.

2. Duration of Agreement:

This Agreement commences on June 25, 2019 and expires on August 30, 2019 unless terminated earlier as provided under Article 7.

3. Bloomington Parks & Recreation

The goals of BPRD are to partner with other community agency(s) and provide an opportunity for the Bloomington community, specifically dogs and their owners, to participate in an affordable and fun summer event called Drool in the Pool. The event, to be held at Mills Pool, on Wednesday and Thursday, August 7 and 8, from 5:00-8:00 pm is designed to create social, safe, and fun opportunities for dogs and their owners.

BPRD agrees to:

- 3.1. Create and assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 3.2. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- 3.3. Mail out sponsorship/vendor information to past participants by June 28th.
- 3.4. Promote Drool in the Pool at other major family-friendly BPRD events prior to the event.
- 3.5. Share all marketing/promotional material with Mad 4 My Dog prior to advertising.
- 3.6. Provide program publicity by publishing information provided by Mad 4 My Dog in the Department's seasonal program brochure.
- 3.7. Provide the Community Events Coordinator and additional full-time/part-time staff necessary for the event.
- 3.8. Assist with providing volunteers.
- 3.9. Contact and schedule Animal Control officers to be onsite during event to check dog vaccination records.
- 3.10. Provide maintenance staff who shall be assigned to maintain and prepare the facility on the day of the event. Additional maintenance support staff needed to perform other repairs, tasks and services shall also be provided.
- 3.11. Facilitate the pool area during the event.
- 3.12. Provide staff and volunteers to serve as "dog guards" for the event.
- 3.13. Provide the services of the Community Events Coordinator as a liaison, consultant and contact person between Mad 4 My Dog and BPRD.
- 3.14. Be responsible for on-site registration and check-in.
- 3.15. Take any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues by referral to BPRD on the designated form within 24 hours of observation.
- 3.16. Provide Mills Pool as the facility to house the community event.
- 3.17. Work with the Aquatics Coordinator to open and close the facility and assist with facility-related matters.

- 3.18. Provide tables and chairs necessary for all activities for the event.
- 3.19. Provide temporary fencing for the event.
- 3.20. Provide sufficient access and set-up time the day before the event.
- 3.21. Provide regular checking, stocking and maintenance of locker rooms.
- 3.22. Develop all sponsorship materials for distribution.
- 3.23. Design and order the event t-shirts.
- 3.24. Provide a sound system and a 10x10 pop-up tent.
- 3.25. Provide an emcee and contest judges for the event.

4. Mad 4 My Dog

The goals of Mad 4 My Dog are to partner with another community agency and provide an opportunity for the Bloomington community, specifically dogs and their owners, to participate in an affordable and fun summer event called Drool in the Pool. The event, to be held at Mills Pool, on Wednesday and Thursday, August 7 and 8, from 5:00-8:00 pm is designed to create social, safe, and fun opportunities for dogs and their owners.

Mad 4 My Dog agrees to:

- 4.1. Maintain close contact with Bill Ream, Community Events Coordinator, and address any related issues to his attention.
- 4.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 4.3. Facilitate contests and organize judges during the event.
- 4.4. Provide a grand prize to be given away at the event.
- 4.5. Secure all prizes for contests.
- 4.6. Assist in providing volunteers necessary for the event.
- 4.7. Refer any citizen concerns, reports or problems to BPRD within 24 hours of observation.
- 4.8. Assist with set-up and tear-down of event.
- 4.9. Provide a minimum of two staff for each night of the event.

5. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between Mad 4 My Dog and BPRD for Drool in the Pool.

BPRD and Mad 4 My Dog agree to:

- 5.1. Share all marketing/promotional material between both partners involved **prior to** any advertising.
- 5.2. Coordinate safety management and regulate visitor flow of Drool in the Pool.
- 5.3. Coordinate acknowledgement and thank yous for sponsors.
- 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 possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.

6. Notice and Agreement Representatives:

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

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

Mad 4 My Dog
Madalyn Moorman, Owner
4235 W. State Road 46
Bloomington, IN 47404
(812) 876-8134

- 6.2. 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

Mad 4 My Dog
Madalyn Moorman, Owner
(812) 876-8134

7. **Termination:**

This Agreement may only be terminated by mutual written agreement of all partners.

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

City of Bloomington

Phillipa M. Guthrie, Corporation Counsel

Mad 4 My Dog

Madalyn Moorman, Owner

City of Bloomington Parks and Recreation

Paula McDevitt, Director

Leslie J. Coyne, President
Board of Park Commissioners

APPENDIX A-1

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

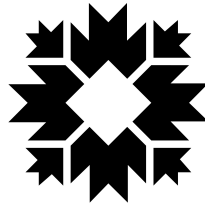
STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2019.

Notary Public

Printed name

My Commission Expires: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-12
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler, Switchyard Park General Manager
DATE: **June 25, 2019**
SUBJECT: **2020 Switchyard Park Price Schedule**

Recommendation

Staff recommends approval of the proposed rental price schedule for Switchyard Park. Renting these venues would allow guests exclusive use of areas. Pricing reflects a goal of encouraging community activity in the park. See Attachment A for a map.

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: SWITCHYARD PARK

Cost Recovery Goal = ?

NON-REVERTING FUND

SWITCHYARD PARK	2020 IN CITY FEES	2020 OUT OF CITY FEES
Pavilion		
Rental (per hour) (weekdays M-F)	60.00	na
Rental (per hour) (weekends & holidays)	75.00	na
Rental (per day) (weekdays M-F)	500.00 +250.00 deposit	na
Rental (per day) (weekends & holidays)	600.00 +300.00 deposit	na
Projector use (per day)	25.00	na
Table and Chair Reset Fee (for changes after initial set)	50.00	
Amphitheatre (per day)		
Rental (weekdays M-F)	75.00	na
Rental (weekends & holidays)	90.00	na
Bosque (per day)		
Rental (weekdays M-F)	75.00	na
Rental (weekends & holidays)	90.00	na
North Activity Lawn (per day)		
Rental (weekdays M-F)	75.00	na
Rental (weekends & holidays)	90.00	na
South Activity Lawn (per day)		
Rental (weekdays M-F)	75.00	na
Rental (weekends & holidays)	90.00	na
Main Stage and Performance Lawn (per day)		
Category I* - w/o theatrical lighting***	200.00 +100.00 deposit	na
Category I* - with theatrical lighting***	500.00 +250.00 deposit	na
Category II** - w/o theatrical lighting***	250.00 +125.00 deposit	na
Category II** - with theatrical lighting***	750.00 +375.00 deposit	na
Secondary Performance Lawn rental (per day)		
Rental (weekdays M-F)	75.00	na
Rental (weekends & holidays)	90.00	na

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

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

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

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

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: OPERATIONS SERVICES

Cost Recovery Goal = 5%

NON-REVERTING FUND		
SHELTER RENTAL	2019 IN CITY FEES	2019 OUT OF CITY FEES
Large Picnic Shelter: (weekdays M-F)		
Northside SWP (Switchyard Park)	75.00	na
Southside SWP (Switchyard Park)	75.00	na
Large Picnic Shelter: (weekends & holidays)		
Northside SWP (Switchyard Park)	90.00	na
Southside SWP (Switchyard Park)	90.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

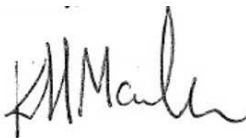
NON-REVERTING FUND		
GARDENS	2019 IN CITY FEES	2019 OUT OF CITY FEES
Switchyard Park Gardens***		
raised beds	37.00	44.00
Garden clearing fee - raised beds	30.00-60.00	na

** Community Garden Plots will be discounted by 50% for gardeners who have already rented a plot and would like an additional plot after June 30, 2020

Background

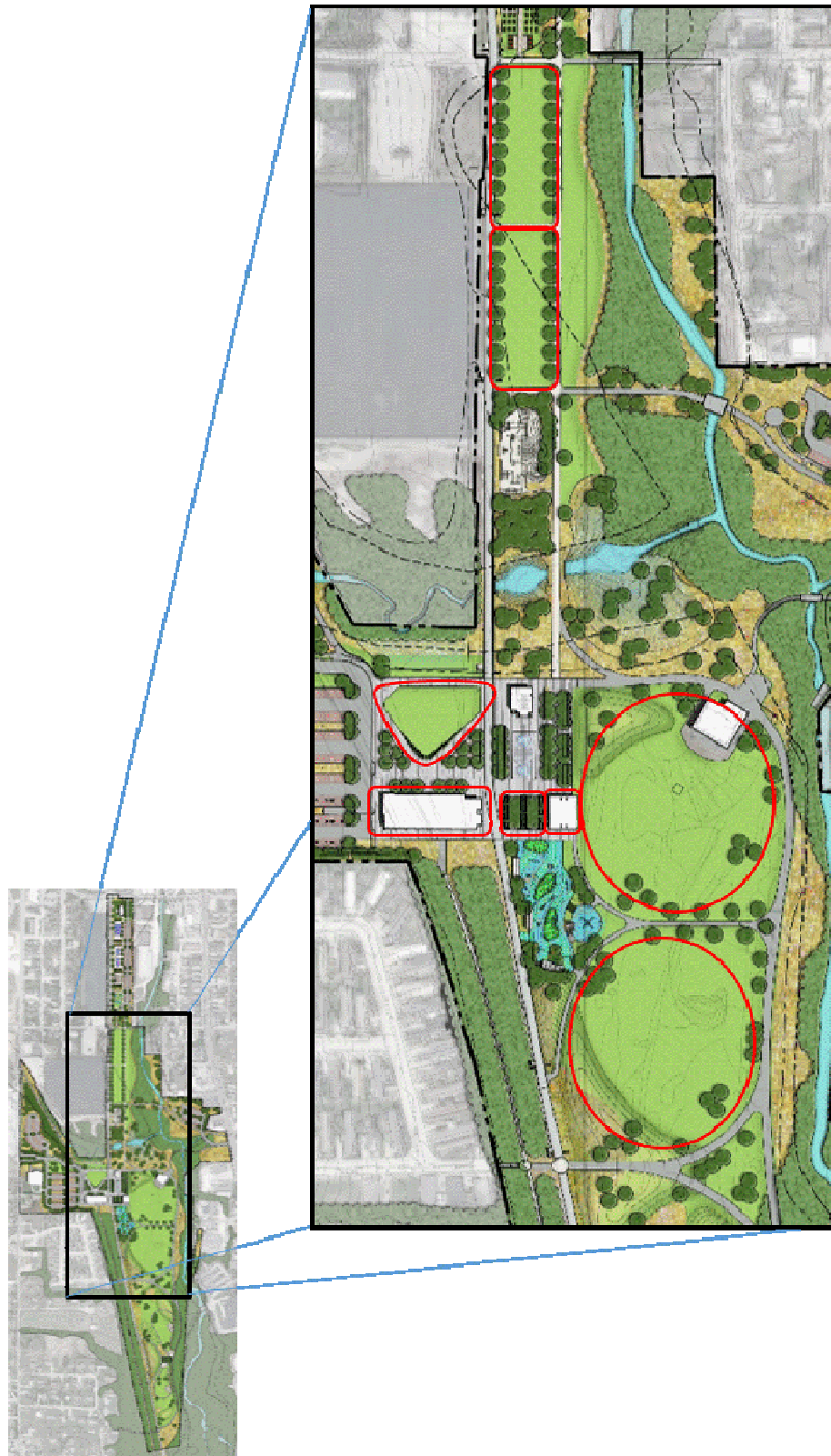
Switchyard Park is a new opportunity to develop a relationship with the community. In order to make recommendations for the rental price schedule we researched venues Bloomington Parks currently offers, private local venues, Parks and Recreation properties in Noblesville, Valparaiso, Fishers, and Fort Wayne, and other comparable Parks and Recreation properties around the country.

RESPECTFULLY SUBMITTED,



Hsiung Marler, Switchyard Park General Manager

ATTACHMENT A





STAFF REPORT

Agenda Item: B-13
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: June 25, 2019
SUBJECT: APPROVAL OF CONTRACT WITH HARRELL-FISH INC. FOR HVAC REPLACEMENT AT TWIN LAKES RECREATION CENTER

Recommendation

Staff recommends approval of this contract. GOB 977-18-18016E-5410; amount is \$493,493.00.

Background

This project was in design for about 3 months by Schmidt Associates, Indianapolis. Bid packets were distributed per legal guidelines and on bid date, only one bid was received from Harrell-Fish, Inc. for \$493,493. Commercial Service indicated they did not meet the drug testing requirements set by Human Rights. DEEM indicated they were too busy to bid and would have bid well over this amount. We feel this is a reasonable bid and are comfortable with Harrell-Fish, Inc.

The scope of this project is a complete removal of the original HVAC system when the facility was built and then a replacement with updated, more efficient, and better controlled air flow. The original duct work remains as is but circulation fans are added to the ceiling.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

**CONTRACT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
HARREL-FISH, INC.
FOR
TWIN LAKES HVAC REPLACEMENT**

THIS CONTRACT is executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter City), and Harrell-Fish, Inc., (hereinafter Contractor);

WITNESSETH THAT:

WHEREAS, the City desires to retain Contractor's services for the **Scope of Work** (more particularly described in Attachment A, "Scope of Work") ("Services"); and

WHEREAS, Contractor is capable of performing the Services as per its Bid, as set forth on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, Contractor was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Contract shall be effective upon execution of this Contract by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all work required under this Contract no later than December 31, 2019, unless the parties mutually agree to a later completion date. "Substantial Completion" shall mean completion of all work.

2.02 Contractor agrees that no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 Contractor shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Contract.

3.02 Contractor shall submit invoices to the City upon the completion of work completed and invoiced throughout the project per Services described in Article 3.01. Upon the submittal of an invoices, the City shall compensate Contractor in a lump sum not to exceed Four Hundred Ninety Three Thousand, Four Hundred Ninety Three and zero cents \$493,493.00 within forty-five (45) days of receipt of invoice. Invoices may be sent via first class mail postage prepaid or via email. The invoice shall be sent to:

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

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers or employees.
- Damage to the City or a third party.

Additional services not set forth in Attachment A, or changes in 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.

3.03 The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 Contractor shall maintain proper account records for the scope of all Services under this Contract and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by the City's representatives during reasonable business hours.

3.05 For projects utilizing federal funding, the Contractor shall submit time sheets (WH-347) for its own and all subcontracted employees, to the Director of the Parks and Recreation Department ("Director") or his/her representative for approval and review, including review for compliance with Davis Bacon requirements.

3.06 Division Director

The Director or his/her designee shall act as the City's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Director in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. GENERAL PROVISIONS

4.01 Contractor agrees to indemnify and hold harmless the City and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by Contractor or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the City or has used in connection with this Contract and regardless of whether or not it is caused in part by a party indemnified herein. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in

connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

Contractor shall indemnify and hold harmless the City and its officers, agents, officials and employees for any and all damages, actions, costs (including, but not limited to, attorney's fees, court costs and costs of investigation), judgments, and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

4.02 Abandonment, Default and Termination

4.02.01 The City shall have the right to abandon the work contracted for in this Contract without penalty. If the City abandons the work described herein, Contractor shall deliver to the City all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of the City. The earned value of the work performed shall be based upon an estimate of the difference between the portion of the work performed by Contractor under this Contract and the work which Contractor was obligated to perform under this Contract. This difference shall be mutually agreed upon by the City and Contractor. The payment made to Contractor shall be paid as a final payment in full settlement of its services hereunder.

4.02.02 If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Contract, the City may, after seven (7) days' written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative, the City may, at its option, terminate this Contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient, and if such action exceeds the unpaid balance of the sum amount, Contractor or its surety, shall pay the difference to the City.

4.02.03 Default: If Contractor breaches this Contract or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Contract within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by Director or his/her representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Contract or fails to carry on the work in an acceptable manner.

4.02.04 The City shall send Contractor a written notice of default. If Contractor, or its Surety, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an Contract with another Contractor for the completion of the Contract according to the terms and provisions thereof, or the City may use such other methods as, in its opinion, shall be required for the completion of this Contract in an acceptable manner.

4.02.05 All cost of completing the work under this Contract shall be deducted from the monies due or which may become due to said Contractor. In case the expenses so incurred by the City shall be less than the sum which would have been payable under the Contract if it had been completed by said Contractor, Contractor

shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, Contractor and his Surety will be liable and shall pay to the City the amount of said excess. By taking over the prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its Surety for failure to complete the work in the time specified.

4.02.06 Notwithstanding any other provision of this Contract, if funds for the continued fulfillment of the Contract by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then the City shall have the right to terminate this Contract without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Contract shall terminate and become null and void.

4.02.07 The City agrees that it will make its best effort to obtain sufficient funds, including but not limited to, incorporating in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

4.03 Successors and Assigns

4.03.01 Both parties agree that for the purposes of this Contract, Contractor shall be an Independent Contractor and not an employee of the City.

4.03.02 No portion of this Contract shall be sublet, assigned, transferred or otherwise disposed of by Contractor except with the written consent of the City. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Contract shall not be construed to relieve Contractor of any responsibility of the fulfillment of this Contract.

4.04 Extent of Contract: Integration

4.04.01 This Contract consists of the following parts, each of which is as fully a part of this Contract as if set out herein:

1. This Contract and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Contract and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. Contractor's submittals.
12. The Performance and Payment Bonds.
13. The Escrow Contract.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

4.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of the City and Contractor, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

4.05 Insurance

4.05.01 Contractor shall, as a prerequisite to this Contract, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Contractor's operations under this Contract, whether such operations be by Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Coverage

Limits

A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident	\$100,000 each accident
	Bodily Injury by Disease	\$500,000 policy limit
	Bodily Injury by Disease	\$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

4.05.02 Contractor's comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless Contracts;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

4.05.03 With the prior written approval of the City, Contractor may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

4.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by the City. The City shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. Contractor shall agree to a waiver of subrogation on its Worker's Compensation policy.

4.06 Necessary Documentation

Contractor certifies that it will furnish the City any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. Contractor further certifies that it is now and will maintain in good standing

with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Contract.

4.07 Applicable Law

Contractor agrees to comply with all federal, state, and local laws, rules and regulations applicable to Contractor in performing work pursuant to this Contract, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Contract shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Contract shall be in the Monroe Circuit Court, Monroe County, Indiana.

4.08 Non-Discrimination

4.08.01 Contractor and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Contract.

4.08.02 Contractor certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

4.08.03 FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Contract or any sub Contract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Contract on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to Contractor, by the City, under this Contract, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Contract may be canceled or terminated by the City and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Contract.

4.09 Workmanship and Quality of Materials

4.09.01 Contractor shall guarantee the work for a period of one (1) year from the date of Substantial Completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to the City of the purchase price of that portion which failed or may result in the forfeiture of Contractor's Performance Bond.

4.09.02 OR EQUAL: Wherever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Director. The approval by the Director of alternate material or equipment as being equivalent to that specified, shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed upon prior written approval of the Director.

4.09.03 The City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director and are not subject to arbitration.

4.10 Safety

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

4.11 Amendments/Changes

4.11.01 Except as provided in Paragraph 4.11.02, this Contract may be amended only by written instrument signed by both the City and Contractor.

4.11.02 Without invalidating the Contract and without notice to any surety, the City may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, Contractor shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Contract Documents.

4.11.03 If Contractor believes that any direction of the City under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with the City no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

4.11.04 Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreement with the City. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as Contractor and the City may otherwise agree in writing.

4.12 Performance Bond and Payment Bond

4.12.01 For contracts in excess of \$100,000, Contractor shall provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

4.12.02 Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

4.12.03 If the Surety on any bond furnished by Contractor becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to the City.

4.13 Payment of Subcontractors

Contractor shall pay all subcontractors, laborers, material suppliers and those performing services to Contractor on the project under this Contract. The City may, as a condition precedent to any payment hereunder, require Contractor to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to Contractor. Upon receipt of a lawful claim, the City shall withhold money due to Contractor in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to Contractor.

4.14 Written Notice

Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to Contractor who serves the Notice. Notice shall be sent as follows:

To City	To Contractor
City of Bloomington	Harrell-Fish, Inc.
Attn: John Turnbull	Attn: David Mood
401 N. Morton, Suite 250	2010 W. Fountain Drive, P.O. Box 1998
Bloomington, Indiana 47402	Bloomington, IN 47402

4.15 Severability and Waiver

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

4.16 Notice to Proceed

Contractor shall not begin the work pursuant to the "Scope of Work" of this Contract until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Contract within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

4.17 Steel or Foundry Products

4.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should the City feel that the cost of domestic steel or foundry products is unreasonable, the City will notify Contractor in writing of this fact.

4.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

4.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

4.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

4.17.05 The City may not authorize or make any payment to Contractor unless the City is satisfied that Contractor has fully complied with this provision.

4.18 Verification of Employees' Immigration Status

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 Attachment B, affirming that Contractor does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Contract violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Contract, unless the City 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 its 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 this Contract with the City.

4.19 Non-Collusion

Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or Contract with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant signed an affidavit as part of bid document Form 96A State Form 52414.

4.20 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the Contractor was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the Contractor and Subcontractors for drugs. The successful Contractor must comply with all provisions of

the statute. This contract is subject to cancellation if Contractor fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of the City; or provides false information to the City regarding Contractor's employee drug testing program. Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor has and shall implement Contractor's employee drug testing program throughout the term of this project.

ARTICLE 5. RETAINAGE

For contracts in excess of \$100,000, the City requires that retainage be held set out below.

5.01 Escrow Agent

The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

5.02 Retainage Amount

The escrow agent, the City, and Contractor shall enter into a written escrow Contract. Under that Contract, the City shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow Contract may include other terms and conditions as deemed necessary by the parties.

5.03 Payment of Escrow Amount

The escrow agent shall hold the escrowed principal and income until receipt of the notice from the City and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the City, at which time the City shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit the City from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 5.04.

5.04 Withholding Funds for Completion of Contract

If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the City, the City may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/Director. The escrow agent shall release the funds withheld under this section after receipt of notice from the City that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the City or another party under contract with the City, said funds shall be released to the City.

IN WITNESS WHEREOF, the parties of this Contract have hereunto set their hands.

DATE: _____

City of Bloomington**Contractor**

Les Coyne, President
Board of Park Commissioners

Contractor Representative

Paula McDevitt, Director
Parks and Recreation Department

Printed Name

Philippa M. Guthrie, Corporation Counsel

Title of Contractor Representative

ATTACHMENT A
“SCOPE OF WORK”

Twin Lakes HVAC Replacement

This project shall include, but is not limited to the following:

Demolition and replacement of the Heating, Ventilation, and Air Conditioning

Detailed Mechanical Specifications are provided by Schmidt Associates, dated 04.17.2019; 2018-092.TLR

STATE OF INDIANA)
)SS:
COUNTY OF)

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

- Signature _____

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF)

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

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the City of Bloomington, Indiana, Board of Park Commissioners (the "City"), and Harrell-Fish, Inc. , (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The City and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the City and Contractor entered into an Agreement dated the _____ day of _____, 2018, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by City to Contractor shall be retained by City (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the City retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the City shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably

satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the City and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the City and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at

its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or City shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the City and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to City:

City of Bloomington Board of Park Commissioners
401 N. Morton Street, Suite 250
Bloomington IN 47404
Attn: Paula McDevitt, Director

First Financial Bank 536 N. College Ave.
Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:

Name: Harrell-Fish Inc.

Address: 2010 W. Fountain Dr.: PO Box 1998
City/State: Bloomington, IN 47402-1998
Attn: David Mood

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the
day and year first above written.

CITY:

City of Bloomington, Board of Park Commissioners

By: _____
Les Coyne, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS

(DATE)

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of _____, 20____, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: _____
Account Holder/Contractor: _____
Primary Account Number: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of the undersigned's willful misconduct or negligence.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Harrell-Fish Inc.

By: _____
Paula McDevitt, Director
Parks and Recreation Department

By: _____

Printed Name: _____

Dated: _____

Title: _____

Escrow Agent
First Financial Bank

By: _____

Printed Name and Title



STAFF REPORT

Agenda Item: B-14
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: June 25, 2019
SUBJECT: APPROVAL OF CONTRACT WITH LENTZ PAVING LLC

Recommendation

Staff recommends approval of this contract. Reversion Funds 2019; Facilities Public Works, 101-19-190000-53990. Amount is \$12,000.00.

Background

This project was attempted in house during the winter 2018-19. It proved to be too time consuming and a bit out of the scope of our equipment and manpower. We did partially demolish the front of this batting cage but suspended work in January 2019. We received two quotes; one from Rick Baugh Excavating for \$27,250 and this quote from Lentz Paving LLC for \$12,000. We made several attempts to have Neidigh Construction quote but were unsuccessful. We feel this is a fair price for the services provided.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
LENTZ PAVING LLC
FOR
WINSLOW SPORTS PARK BATTLING CAGE DEMOLITION**

This Agreement, entered into on this ____day of _____, 201____, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Lentz Paving LLC (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to have Winslow Batting Cages Demolished; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform demolition of Winslow Batting Cages (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before November 30, 2019, 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 Dee Tuttle 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 Twelve Thousand dollars and zero cents \$12,000. 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:

Dee Tuttle
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall perform the Services by November 30, 2019. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience

with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Lentz Paving LLC
Attn: Dee Tuttle	Scott Lentz
401 N. Morton, Suite 250	P.O. Box 87
Bloomington, Indiana 47402	Bloomington, IN 47402-0087

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Lentz Paving LLC

Philippa M. Guthrie, Corporation Counsel

Scott Lentz, Project Manager

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Demolition of the Winslow Batting Cages

Haul off all materials including any fencing, nets, wood, and concrete

Deliver soil to grade

Seed and straw will be by the owner

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Lentz Paving LLC

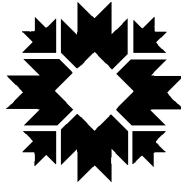
By: _____

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: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-15
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee E Huss - Urban Forester
DATE: 6/17/2019
SUBJECT: AGREEMENT FOR THE USE OF CITY OF BLOOMINGTON STREET TREES

Recommendation

Agreement with Middle Way House to permit the use of public street trees for their Wrapped in Love fundraising campaign.

Background

Grant permission to use public street trees for Middle Way House's fundraising campaign "Wrapped in Love". Use of the public trees to wrap up to fifty public trees with knitted yarn from October 1st to March 31st.

RESPECTFULLY SUBMITTED,

Lee E Huss
Urban Forester

**AGREEMENT FOR THE USE
OF
CITY OF BLOOMINGTON
TREES**

This agreement is made and entered into this _____ day of June 2019, by and between the Bloomington Parks and Recreation Department, (BPRD) and, Middle Way House.

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

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

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

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

1. **Purpose of the Agreement.** The purpose of the Agreement is for the City to allow Middle Way House limited use of 50 city trees.
2. **Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until October 31, 2020, unless terminated in accordance with paragraph seven (7).
3. **Use of City trees.** The City hereby grants Middle Way House permission to use City trees as follows:

Middle Way House shall be permitted to cover 50 specified City trees with knitted yarn sweaters. Middle Way House may begin installing the tree sweaters on October 1, 2019, and must have sweaters removed by March 31, 2020.

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

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

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

5. **Rules and Regulations.** Middle Way House shall comply with all rules and regulations established by the City's Department of Parks and Recreation for use of City property.
6. **Notice and Agreement Representatives**

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

Middle Way House
401 S. Washington St.
Bloomington, IN 47401
Debra Morrow
812-333-7404

Bloomington Parks and Recreation:
401 N. Morton Street
Bloomington, IN 47404
Lee Huss, Urban Forester
812-349-3716

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

Middle Way House
Erin Hollinden
812-333-7404
401 S. Washington St.
Bloomington, IN 47401
events@middlewayhouse.org

Bloomington Parks and Recreation
Lee Huss, Urban Forester
812-349-3716
401 N. Morton Street
Bloomington, IN 47404
hussl@bloomington.in.gov

7. **Termination.** This contract may only be terminated in writing and by the mutual agreement of all parties to this Contractual Agreement.

WHEREFORE, the parties have entered into this Agreement on this _____ day of June 2019.

Bloomington Parks and Recreation

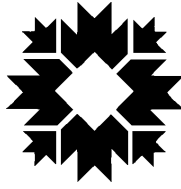
Middleway House

Paula McDevitt, Director

Debra Morrow, Director

Leslie J. Coyne, Park Board President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel



**CITY OF BLOOMINGTON
parks and recreation**

STAFF REPORT

Agenda Item: B-16
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee E Huss - Urban Forester
DATE: 6/17/2019
SUBJECT: AGREEMENT WITH J.R. ELLINGTON TREE EXPERT

Recommendation

Agreement with J.R. Ellington Tree Expert to remove seven hazardous Ash trees in Cascades Golf Course at locations near private property boundary. Completion should be immediately. Funding for this contract is GF 200-18-187503-53990 (Urban Forestry) for \$1,300.

Background

Perform tree removal services at forested area at Cascades Golf Course at locations marked by the Urban Foresters. Trees are located near north/south property line of adjacent property owner. Dropping dead Ash trees into the forest. No stump removal is performed.

RESPECTFULLY SUBMITTED,

Lee E Huss
Urban Forester

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

J.R. ELLINGTON TREE EXPERT

This Agreement, entered into on this ____ day of June, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and J.R. Ellington Tree Expert ("Contractor").

Article 1. Scope of Services Contractor shall drop 7 dead Ash trees at Cascades Golf Course ("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 July 30, 2019, 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 Lee Huss 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 Three Hundred Dollars and zero cents (\$1,300). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Lee Huss, 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:
All work to be completed by no later than July 30, 2019.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: Lee Huss, 401 N. Morton, Bloomington, IN 47402. **Contractor:** J.R. Ellington Tree Expert, Attn: Jeff Ellington, 680 W. That Road, Bloomington IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

J.R. ELLINGTON TREE EXPERT

Jeff Ellington, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Leslie J. Coyne, President
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ 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 _____, 20____.

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____.

J.R. Ellington Tree Expert

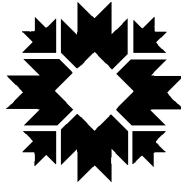
By: _____

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: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-17
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee E Huss - Urban Forester
DATE: 6/25/2019
SUBJECT: AGREEMENT WITH DESIGNSCAPE HORTICULTURAL SERVICES

Recommendation

Agreement with Designscape Horticultural Services to perform small tree insect treatments and fertilizations at various locations. Insect treatments for Bag worms. Funding for the contract is from GF 200-18-189503-53990 for \$2,650.

Background

Perform tree insect treatments for the outbreak of bag worms on small to medium size public trees at various locations. Perform small to medium size tree fertilizations at various public trees.

RESPECTFULLY SUBMITTED,

Lee E Huss
Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
DESIGNSCAPE HORTICULTURAL SERVICES INC.
FOR
INSECT TREATMENT AND PUBLIC TREE FERTILIZATION**

This Agreement, entered into on this ____ day of June, 2019, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Designscape Horticultural Services Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to provide public tree fertilization and spray insect treatment at various public locations; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the tree fertilization treatment and insecticide spraying (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 August 31, 2019, 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 Lee Huss as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand Six Hundred Fifty Dollars and zero cents (\$2,650.00). 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:

Lee Huss
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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	Designscape Horticultural Services Inc.
Attn: Lee Huss	Attn: Gabriel Gluesenkamp
401 N. Morton, Suite 250	2877 T.C. Steele Road
Bloomington, Indiana 47402	Nashville, IN 47488

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

DESIGNSCAPE HORTICULTURAL SERVICES INC.

Philippa M. Guthrie, Corporation Counsel

Gabriel Gluesenkamp, VP

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Spray bagworms on columnar oaks west of the Hyatt Place off the B-Line Trail with approximately 50 gallons of Conserve insecticide mix.

Spray approximately another 700 gallons to infested trees in Bloomington city limits.

Provide public tree fertilization at various public locations.

EXHIBIT B

“Project Schedule”

All work to be completed by no later than August 31, 2019.

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____.

Designscape Horticultural Services Inc.

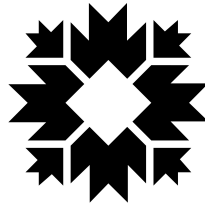
By: _____

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: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-18
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Marcia Veldman- Farmers' Market Coordinator
DATE: **June 25, 2019**
SUBJECT: **Service Contract with Lee Chapman for Summer Fall Tour**

Recommendation

Staff recommends approval of the service contract for Lee Chapman to provide a grill and grilling supplies and support of the Farm Tour Chefs for the summer Farm Tour at Living Roots Farm and Sustainable Living Center. The contract will not exceed \$550 and will be paid out of account 201-18-186503-53990.

Background

Lee has been helping with Farm Tours for several years and has always been a dependable and valuable part of the tour. The Homegrown Indiana Farm Tour will be taking place at Living Roots Farm and Sustainable Living Center on Sunday, July 14th from 4:30 – 8:15pm.

RESPECTFULLY SUBMITTED,

Marcia Veldman, Farmers' Market Coordinator

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

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Lee Chapman ("Contractor").

Article 1. Scope of Services Contractor shall provide delivery of grill on a flatbed truck, and grill supplies to Living Roots Farm and Sustainable Living Center. ("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 Sunday, July 14, 2019 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 Marcia Veldman as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Hundred and Fifty Dollars (\$550). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Marcia Veldman, 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:

Lee Chapman should have the grill and supplies to Living Roots Farm by 2:00pm on Sunday, July 14th and remove the grill by 10:00pm on the same day. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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: Marcia Veldman 401 N. Morton, Bloomington, IN 47402.** **Contractor: Lee Chapman.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

LEE CHAPMAN

Lee Chapman, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Date

Leslie J. Coyne, President
Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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____.

Lee Chapman

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-1
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: June 25, 2019
SUBJECT: BRAVO AWARD—CATHERINE WALSH

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Adopt-a-Stream volunteer Catherine Walsh with this month's Bravo Award. This is in recognition of the exceptional amount of time and effort she has dedicated to the Adopt-a-Stream program since starting in fall 2018.

Background

Catherine Walsh and her husband, Larry, moved to Bloomington just recently, in November 2017. She stated that she learned of the Adopt-a-Stream opportunity in our department's Program Guide and figured that it would be a good way to learn more about the community and Bloomington's parks. Catherine has previous experience with water monitoring in the past, so the Adopt-a-Stream program was the perfect fit as a volunteer opportunity. Catherine states that she enjoys being outdoors and that she is happiest when taking a walk through the woods.

Catherine began volunteering with our Adopt-a-Stream program in September 2018 and she is currently serving as the adopter for sections of both Griffy Greek and Latimer Woods Creek. Just since September, she has dedicated 53 hours of volunteer service to inspecting these streams, clearing litter and removing invasive water plants, and regularly submitting monthly reports to our department.

Catherine has gone above and beyond what is expected of her in the Adopt-a-Stream program, and we are grateful for her passion and commitment. Bloomington Parks and Recreation is proud to recognize her with this month's Bravo Award.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script, appearing to read "Sarah Owen".

Staff Name, Title



STAFF REPORT

Agenda Item: C-2
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Ashley Spurgeon
DATE: 6/19/2019
SUBJECT: COMMUNITY EVENTS SPECIALIST INTRODUCTION

Background

My name is Ashley Spurgeon and I am the new community events specialist. I recently moved back to Bloomington with my Husband after living in Richmond, IN for two and a half years. In my time in Richmond, I was a Fitness Instructor before becoming the Sports and Recreation Coordinator at Richmond Parks Department.

After graduating college, I was an intern in this Park Department with Allison Miller in Health and Wellness. That was when I started to learn that I enjoyed event planning, working with the community and working in the Park systems. My passion continued to grow as I worked in Richmond's Park Dept. and I knew I wanted to continue my career at a bigger park system. I missed living in Bloomington so when this opportunity opened up I knew it was my chance. I am grateful for the opportunity to continue working for the parks and I am excited for what is to come!

RESPECTFULLY SUBMITTED,

Ashley Spurgeon
Community Events Specialist



STAFF REPORT

Agenda Item: C-2
Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: June 25, 2019
SUBJECT: FAREWELL TO ELIZABETH TOMPKINS

Recommendation

This report is for the information of the Board.

Background

I am sad to report that Elizabeth Tompkins has submitted her letter of resignation. She has done a great deal of very good work for the community over the past 14 years. Elizabeth began working with the department as a Natural Resources Intern in 2005 while completing her degree in Outdoor Recreation and Resource Management, with a concentration in interpretation, at Indiana University. She was then hired by her predecessor, Angie Smith, as a seasonal Natural Resources Education Assistant. When Angie resigned in 2009 Elizabeth was hired as the Natural Resources Coordinator.

Elizabeth has been an exemplary employee. In addition to doing a great job with all the tasks she was originally hired to do, such as coordinating environmental education for the Department and all managing all aspects of the Griffy Lake Boathouse operation, she has always been willing and able to take on additional tasks. Some of these include managing purchases and payments for the Natural Resources area, coordinating the activities of the Environmental Resources Advisory Council and taking a leadership role with Indiana Lake Management society. Elizabeth has maintained excellent relationships with co-workers, customers, program funders and park visitors. She is passionate about customer service.

Elizabeth's departure will leave a big void within the Department and she will be missed. We wish her the best of luck in all her upcoming adventures.

RESPECTFULLY SUBMITTED,

Steve Cotter, Natural Resources Manager