

CITY OF BLOOMINGTON
Parks and Recreation

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, October 22, 2019 4:00 – 5:30 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of September 17, 2019
- A-2. Approval of Claims Submitted September 18, 2019 – October 21, 2019
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Public Comment Period -
- B-2. Bravo Award - Jim Manion & Tamara Loewenthal (Sarah Owen)
- B-3. Parks Partner Award -
- B-4. Staff Introductions -

C. OTHER BUSINESS

- C-1. Review/Approval of partnership agreement with IU Center for Veteran and Military Students (Jess Klein)
- C-2. Review/Approval of the 2020 Non-Reverting Parks budget (Paula McDevitt)
- C-3. Review/Approval of partnership Agreement with Bloomington Blades Youth Hockey Association (Dee Tuttle)
- C-4. Review/Approval of partnership Agreement with Bloomington Blades High School Hockey Association (Dee Tuttle)
- C-5. Review/Approval of partnership Agreement with Bloomington Figure Skating Club (Dee Tuttle)
- C-6. Review/Approval of contract with West Concrete (Dee Tuttle)
- C-7. Review/Approval of contract addendum with Lambert Consulting (Julie Ramey)
- C-8. Review/Approval of service agreement with HFI – Frank Southern Center (John Turnbull)
- C-9. Review/Approval of service agreement addendum with HFI – Banneker (Erik Pearson)
- C-10. Review/Approval of contract with Bluestone Tree, LLC (Dave Williams)
- C-11. Review/Approval of contract with J.R. Ellington Tree Experts (Dave Williams)
- C-12. Review/Approval of contract with Newsome Carriage Rides (Leslie Brinson)
- C-13. Review/Approval of contract addendums with Green Dragon Mowing (Joanna Sparks)
- C-14. Review/Approval of contract with Bruce Wilds Security (Steve Cotter)
- C-15. Review/Approval of service agreement with DEEM, LLC (John Turnbull)
- C-16. Review/Approval of contract with Precision Quality Contracting (John Turnbull)
- C-17. Review of 2020 Price Schedule (Division Directors)

D. REPORTS

- D-1. Operations Division
 - Giffy Lake Nature Preserve Vegetation Study Update (Steve Cotter)
 - Giffy Lake Aquatic Vegetation Management Update (Rebecca Jania)
- D-2. Recreation Division
 - Kid City Summer Program Report (Amy Shrake)
 - Banneker Community Center Summer Program Report (Erik Pearson)

- D-3. Sports Division - no report
- D-4. Administration Division - no report

ADJOURNMENT



A-1
10-22-19

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, September 17, 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 4:01p.m.

Board Present: Les Coyne, Joseph Hoffmann and Lisa Thatcher

Staff Present: Paula McDevitt, Dave Williams, John Turnbull, Becky Higgins, Julie Ramey, Mark Marotz, Lee Huss, Steve Cotter, Leslie Brinson, Kim Clapp, Bill Ream, and Crystal Ritter

A. CONSENT CALENDAR

- A-1. Approval of Minutes of August 20, 2019 meeting
- A-2. Approval of Claims Submitted August 20, 2019 through September 16, 2019
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

Joe Hoffmann 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. Appeal of Park Suspension - None

B-2. Public Comment Period - None

B-3. Bravo Award – Allen Edwards

Julie Ramey, Community Relations Manager, the Department would like to recognize Allen Edwards as the September Bravo Award recipient. Over the past decade Allen has provided over 200 volunteer hours at Wapehani Mountain Bike Park. He has worked independently, and assisted Trails staff. Allen has also served as an unofficial liaison between the Department and the Hoosier Mountain Bike Association. Allen's passion and dedication to the Wapehani Mountain Bike Park are greatly appreciated. Julie invited Allen Edwards to the podium.

Allen Edwards approached the podium. Thank you for the award, this is quite humbling. It is great to be recognizing for the hours I have worked. Frankly, I was quite surprised to find out I have put in that many hours at Wapehani. I am

looking forward to next year, to help the Park Board in celebrating Wapehani's 30 year anniversary as Indiana's first mountain bike park.

The Board thanked Allen Edwards for his volunteer hours given to Wapehani Mountain Bike Park.

B-4. Parks Partner Award - None

B-5. Staff Introduction – Adam Ehrstein

Adam Ehrstein will be working as the Sports Division Intern for John Turnbull. Adam will be graduating from I.U. in May 2021, and is seeking a Bachelor of Science in Sports Marketing and Management. Adam has worked part-time at Valparaiso Parks' ice rink, as well as two seasons at the Frank Southern Ice Arena. Adam is interested in youth sports and hopes this internship will expose him to different career paths in that area.

B-6 Staff Recognition – Lee Huss

Dave Williams, Director of Operations, Lee Huss has held the position of Bloomington's Urban Forester since September 1983, and will retire on October 4th. During his 37 years of service, he has lead and managed a very professional and innovative program that has increased the total number of street trees from under 8,000 to over 19,900. Under Lee's direction, Bloomington became the first community in Indiana to earn *Tree City USA* status. Lee's technical skills, experience, and networking has ensured Bloomington's urban forest is fully prepared for the next environmental challenge. Lee has diligently inspected and assessed numerous hazardous trees and has done so in a professional manner by capably managing his resources, modernizing our equipment, insisting on training and professional certifications for his staff, employing competent private arborist, and adhering to the old adage of planting "the right tree in the right place". Congratulations to Lee on his retirement and for a job well done.

Lee Huss, Urban Forester approached the podium. I am very humbled, thank you very much. It has been my honor and privilege to be the Urban Forester for the past 37 years here in Bloomington.

I have been able to interact with other tree professional throughout the country and I will never forget the one time I met Dr. George Weir, who over sees the research at the Morton Arboretum. When he learned I was an Urban Forester for Bloomington Indiana, he stated how fortunate I was to work for such a tree loving community. That's when it hit me, he was absolutely right.

I am thankful to Tomilea Allison, who initially hired me in. She took a big gamble on a young Boilermaker who found his way into Bloomington. I appreciate and learned from her immensely. I am thankful to the very competent and professional crews I've had over the years. I am thankful to the other City departments, and for their professionalism. It has been a great and enjoyable ride. I want to thank my wife and son who have supported me over the years. Thank you to the Parks Department, and everyone I have worked with over the years.

The Board thanked Lee Huss for his years of service, and for making Bloomington one of the most beautiful Tree Cities in the State.

C. OTHER BUSINESS

C-1. Review/Approval of Lease Addendum with the Project School

Paula McDevitt, Director the department and the Project School entered into a lease agreement for the property located at 349 S. Walnut on April 21, 2009 through June 30, 2019. The Original Lease provide the opportunity to extend the initial term by two additional five year terms. The amount of lease for the first extension would be \$88,125.00 annually, plus the lesser amount of the consumer price index or two percent, adjusted annually. Both parties would like to extend the lease for the first additional five years, beginning July 1, 2019 and ending June 30, 2024. The rental amount for the first year of the extended term will be \$89,711.25 annually or \$7,476.94 monthly. All other terms of the Original Lease and Amendments will remain in effect. The Project School is in good standings with the Department.

Joe Hoffmann motioned to approve the lease addendum with the Project School. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. The motion was unanimously carried.

C-2 Review/Approval Contract with WonderLab

Bill Ream, Community Events Coordinator the Department and Wonderlab desire to provide five fall-related activities for children and their families attending the Bloomington Pumpkin Launch event. The event is to be held at the Monroe County Fairground on October 26th, and is designed to create an affordable and family-friendly fun way for the community to celebrate autumn. Staff recommends approval of this contract with Wonderlab in an amount not to exceed \$400. Funding is from Community Events Non-Reverting account.

Joe Hoffmann motioned to approve the WonderLab for fall activities and Pumpkin Launch. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. The motion was unanimously carried.

C-3 Review/Approval of Holiday Market Local Product Vendor Contract Template

Leslie Brinson, Community Events Manager staff recommends the approval of the 2019 Holiday Market Local Product Vendor Agreement for the 2019 Holiday Market. This agreement outlines the expectations and policies for both parties. The event will be held the Saturday, November 30th. No significant changes have been made to the template.

Joe Hoffmann motioned to approve the contract template for Holiday Market Local Product Vendor. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. The motion was unanimously carried.

C-4 Review/Approval of Holiday Market Artist Vendor Contract Template

Crystal Ritter, Community Events Coordinator staff recommends the approval of the 2019 Holiday Market Exhibitor Agreement for the 2019 Holiday Market. This Agreement outlines the expectations and policies for both parties. The event will be held the Saturday, November 30th at City Hall. Changes to this year's contract include details outlining the sale of prints of artwork. Artist must now sign their prints.

Joe Hoffmann motioned to approve the contract template for Holiday Market Artist Vendor. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. The motion was unanimously carried.

C-5 Review/Approval of Fee Waiver for Parks Foundation Golf Outing

John Turnbull, Director of Sports staff recommends the waiving of cart and green fees for the 24th Annual Parks and Recreation Foundation Don Brineman Golf Scramble, to be held on Wednesday, October 2, 2019. This event is the primary fund raiser for the Bloomington Parks Foundation which supports the Lloyd Olcott Youth Endowment Fund. This tournament generally raises between \$8,000 and \$12,000 in scholarship funding. Providing assistance to community youth with financial needs, giving them the opportunity to participate in some programs offered by the department.

Joe Hoffmann motioned to approve the fee waiver for the Parks Foundation Outing. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. The motion was unanimously carried.

C-6 Review/Approval of Contract for Value Fence Company

Barb Dunbar, Operations Office Coordinator the department wishes to replace and extend old fencing located at the Crestmont Park Playground. The department requires the services of a professional consultant to order and install 152' of 4' high black vinyl fencing, and one 4' gate, running north-south along Illinois St. Staff recommends approval of this contract with Value Fence Company, not to exceed \$1,685. Funding is through the Parks General Obligation Bond Series: 977-18-18016E-54510.

Joe Hoffmann motioned to approve the contract with Value Fence Company. *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 Umphress Masonry, Inc.

Barb Dunbar, Operations Coordinator the department wishes to make repairs to the perimeter wall at Rosehill Cemetery. The department requires the professional services of a consultant to make tuck-point repairs, and clean-up loose debris resulting from the repair work to the original wall along 3rd and 4th streets, which was constructed by the WPA in 1936. Staff recommends approval of this contract with Umphress Masonry, Inc. in an amount not to exceed \$4,800. Funding is through the Cemeteries General Fund account.

Joe Hoffmann motioned to approve the contract with Umphress Masonry, Inc. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. The motion was unanimously carried.

C-8 Review/Approval of Contract with Bledsoe Riggert Cooper James

Lee Huss, Urban Forester the department wishes to determine the ownership of a tree in Sycamore Knolls subdivision. The department requires the services of a professional consultant to provide a boundary survey to determine ownership of a leaning White Pine at 2313 E. Edgehill Ct. Staff recommends approval of this contract with Bledsoe Riggert Cooper James in an amount not to exceed \$1,300. Funding is through Operations General Fund account.

Board inquired if the tree is healthy.

Lee Huss responded the tree has been inspected and determined it is a healthy tree. White Pine being shade intolerant will grow toward the light.

Joe Hoffmann 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-9 Review/Approval of Contract with Designscape

Lee Huss, Urban Forester the department wishes to maintain healthy public trees. The department requires the services of a professional consultant to perform air spade work and fertilization injections of a Beech tree, and transplant a Black Gum tree, both located in Waldron, Hill, Buskirk Park. Staff recommends the approval of this contract with Designscape in an amount not to exceed \$2,179.32. Funding is through Urban Forestry General Fund accounts.

Joe Hoffmann motioned to approve the contract with Designscape. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. The motion was unanimously carried.

C-10 Review/Approval of Contract with Nature's Way

Lee Huss, Urban Forester the department wishes to replace a tree that was destroyed by a vehicle earlier this year. The department requires the services of a consultant to plant a new Ginkgo tree in the median on East Third St. Staff recommends approval of this contract with Nature's Way in an amount not to exceed \$660.00. Funding is through Urban Forestry General Fund accounts.

Joe Hoffmann motioned to approve the contract with Nature's Way. *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 Habitat Solutions

Steve Cotter, Natural Resource Manager the department wishes to reduce the risk of fire and improve the habitat for native vegetation and wildlife at Griffy Lake Nature Preserve. The department requires the services of a professional consultant to furnish all labor, materials, and equipment necessary to write burn plans, conduct prescribed fires, and complete burn summary reports to burn approximately 7.7 acres on the north side of Griffy Lake. Staff recommends approval of this contract with Habitat Solutions in an amount not to exceed \$5,000. Funding is through Natural Resources General Fund accounts.

The Board inquired if a prescribed burn is fairly new at Griffy, and if a loop trail goes through the burn site.

Steve Cotter responded yes, a prescribed burn is fairly new at Griffy. A site has been selected that has a high likelihood of success. There are other sites at Griffy that could benefit from a prescribed burn. It not only preserves habitat and reduces fire risk, it also reduces some invasive species. There is a loop that is formed with this trail. A portion of this area burnt last year, the rest of this area will be finished by this burn.

Joe Hoffmann motioned to approve the contract with Habitat Solutions. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. The motion was unanimously carried.

C-12 Review/Approval of Vectren Easement for Switchyard Park

Dave Williams, Director of Operations the department wishes to grant Vectren Energy a perpetual easement and right-of-way across and beneath the real estate located in Lot Two (2) of Park Place Subdivision recorded as Instrument Number 2017016085 to run natural gas service lines. The easement has been reviewed and approved by SCIHO-Switchyard Apartments, LLC and Vectren. Service lines will serve the Pavilion, Fireplace Shelter, and Splash Pad building at Switchyard Park. Staff recommends approval of this easement with Vectren.

Joe Hoffmann motioned to approve the Vectren Easement for Switchyard Park. *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 with Dynasty Painting

Mark Marotz, Operations Superintendent the department wishes to maintain buildings in good working condition. The department requires the services of a professional consultant to remove and replace gutters with guards, pressure wash and apply two coats of Sherwin Williams bondplex custom gray paint to the maintenance building, located on the west side of Switchyard Park. Staff recommends approval of this contract with Dynasty Painting in an amount not to exceed \$23,950. Funding is through Operations Non-Reverting Fund accounts.

Joe Hoffmann motioned to approve the contract with Dynasty Painting. *Lisa Thatcher* seconded the motion. *Les Coyne* any public comments or questions, seeing none. The motion was unanimously carried.

D REPORTS

D-1 Administration Division – No Report

D-2. Recreation Division – No Report

D-3 Operations Division – Davey Resources Tree Report

Lee Huss, Urban Forester as a natural resource manager, you cannot manage an item unless you know where it's located and its condition. Throughout the past years, three inventories have been completed of Bloomington's urban trees. In 1993 ACRT completed the first inventory, IU SPEA completed the second inventory, and Davey Resources has just completed the third inventory. Lee invited Aren Flint, Urban Forester with Davey Resources Group to the podium to present the findings of the current inventory.

Aren Flint approached the podium. What is an Urban Forest, it is both public and private. Everyone working together to benefit the community through all the environmental benefits. Why measure an Urban Forest? A tree inventory and urban tree canopy assessment provides information about individual trees and the canopy: collectively the data can provide information to prioritize and schedule work. Assist with budget predictions. Help to understand and plan for threats. Develop or measure progress towards goals, report accomplishments, and communication and outreach.

The three types of sites the inventory conducted where: trees, stumps and vacant planting sites. There were a total of 24,371 sites which revealed the following: 19,013 trees, 4,417 planting sites, 741 stumps and a stocking level of 77%. There are 168 different species, representing 63 genera. Maple dropped from 30% in 1994 to 24% in 2019. 92% of all trees were categorized as fair and good condition. Only 8% of trees were classified as poor or dead. 49% of the trees were classified as young, 35% as established, 6% maturing and 10% mature. Maintenance needs were given by risk rating: removal 1,302, prune 2,881, discretionary prune 8,833, training prune 5,997, large-growing planting 1,428, medium-growing planting 454 and small-growing planting 2,735.

Total annual benefit of city-managed public trees is \$968,823, benefit per capita \$11, benefit per tree \$51. Aesthetic of \$643,202, air quality of \$23,884, carbon sequestered and avoided of \$10,870, energy of \$76,686 and stormwater of \$214,180.

Land cover included in the urban tree canopy assessment was 15,000 acres citywide and were as follows: tree canopy 5,735 acres, impervious surface 5,064 acres, pervious surface 3,641 acres, bare soil 435 acres, open water 125 acres. Plantable spaces were identified and ranked by priority. Maximum tree canopy is 61%. Currently there is an existing canopy of 38%, plantable space of 22%, impervious surfaces 34%, other pervious surfaces 5%, and water 1%. There is 24,371 plantable acres with the following ratings: 176 acres very high, 356 acres high, 417 acres moderate, 455 acres low and 1,934 acres very low. The tree canopy increased from 39% in 1998 to 40% in 2008. In 2018 it dropped to

38%. Projected change in canopy in 10 year a decrease of 1.6%, and in 20 years a decrease of 0.6%. Canopy condition 74% was categorized as fair and good condition, 24 % classified as poor or dead.

Other analysis were geographic units: census tracts, city-owned parcels, citywide, council districts, Indiana University campus, neighborhood associations, parks, watersheds, and zoning. Neighborhoods with most tree canopy percentage: Bittner Woods, South Griffy, and Woodlands-Winding Brook. Neighborhoods with most tree canopy acreage: Elm Heights, Covenanter and Sherwoods Oaks. Neighborhoods with most positive change in tree canopy percentage: Autumn View, Southern Pines, and Highland Village.

Urban Tree Resources Analysis and Cost Estimator (UTRACE) tool, utilizes the land cover assessment data to estimate the number of tree required and costs to increase and maintain the newly planted tree canopy. 2% Canopy increase equals 10,841 trees for a cost of \$4,770,016. Zoning types with most trees to be planted: institutional, planned unit development, and residential cores.

Total benefit of urban tree canopy is \$54,994,625. Total annual benefit is \$1,931,950, with aesthetic and other benefits of \$19,688,555 and stored carbon benefit of \$33,374,120.

To give a summary and next steps to be considered. Create a 5 to 7 year public tree management plan to develop a strategies for improving genus and species diversity, manage for maturing/mature tree population, and maximize public benefit through planting an building resiliency. Prune young trees now to improve structure to encourage better form as they age. Theoretically, this is a cost saver down the road. Use TreeKeeper to keep the inventory up-to-date as work is performed, budget for partial re-inventory every year to continually measure progress and adjust, and tree preservation and landscape plans. Review and revise as necessary the tree ordinance, adjust tree preservation and landscape ordinance, and refine other policies. Consider tree canopy goal establishment and an urban forest master plan to bring the community together in achieving the same goal and building equity.

Lisa Thatcher inquired is there anywhere citizens can find information about what is the most desirable species to plant.

Lee Huss responded for the past few years, the department has published a tree care manual that is available to the public. The five year plan is in the manual, as well as the municipal code, and a list of approved recommend trees to plant. It is published on line, or a hardcopy can be picked up at Parks Department main office. This document is revised every two years.

Les Coyne inquired how the inventory information is going to be kept updated.

Lee Huss stated three I-pads have been purchased that staff can use to update the information.

D-4 Sports Division – No Report

Paula McDevitt, Director thanked Aren Flint for her time and report.

ADJOURNMENT

Meeting adjourned at 5:17 p.m.

Respectfully Submitted,



Kim Clapp
Secretary Board of Park Commissioners



Board of Parks & Recreation Claim Register Sales Tax & Ut Claims

Invoice Date Range 09/18/19 - 09/23/19

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 (\$1301)										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200902-001092519	18-Water Sewer Charges	Paid by Check # 70417		09/18/2019	09/18/2019	09/18/2019		09/18/2019	540.00
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$540.00
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	95568ES	06-CityFacNaturalGasComm	Paid by EFT # 31269		09/18/2019	09/18/2019	09/18/2019		09/18/2019	14.20
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$14.20
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 2	\$554.20
Program 182002 - Aquatics - Mills Pool										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	95568ES	06-CityFacNaturalGasComm	Paid by EFT # 31269		09/18/2019	09/18/2019	09/18/2019		09/18/2019	4.73
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$4.73
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 1	\$4.73
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271		09/19/2019	09/19/2019	09/19/2019		09/19/2019	.00
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$0.00
Account 43260 - Equipment Rentals										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271		09/19/2019	09/19/2019	09/19/2019		09/19/2019	.00
Account 43260 - Equipment Rentals Totals									Invoice Transactions 1	\$0.00
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	95568ES	06-CityFacNaturalGasComm	Paid by EFT # 31269		09/18/2019	09/18/2019	09/18/2019		09/18/2019	60.19
222 - Vectren	0250573228091319	18-Natural Gas August	Paid by Check # 70432		09/18/2019	09/18/2019	09/18/2019		09/18/2019	32.38
Account 53540 - Natural Gas Totals									Invoice Transactions 2	\$92.57
Program 182500 - Frank Southern Center Totals									Invoice Transactions 4	\$92.57
Program 183500 - Golf Services										
Account 43220 - Facility Rentals										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271		09/19/2019	09/19/2019	09/19/2019		09/19/2019	.00
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$0.00
Account 43260 - Equipment Rentals										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271		09/19/2019	09/19/2019	09/19/2019		09/19/2019	2,083.58
Account 43260 - Equipment Rentals Totals									Invoice Transactions 1	\$2,083.58
Account 43380 - Other Services										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271		09/19/2019	09/19/2019	09/19/2019		09/19/2019	473.35
Account 43380 - Other Services Totals									Invoice Transactions 1	\$473.35
Account 47110 - Miscellaneous										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271		09/19/2019	09/19/2019	09/19/2019		09/19/2019	6.51
Account 47110 - Miscellaneous Totals									Invoice Transactions 1	\$6.51
Account 53510 - Electrical Services										
223 - Duke Energy	8303911012100419	18-Electric Charges for Aug/Sept	Paid by Check # 70423		09/18/2019	09/18/2019	09/18/2019		09/18/2019	182.65
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$182.65
Program 183500 - Golf Services Totals									Invoice Transactions 5	\$2,746.09
Program 187202 - Youth Sports-Winslow										
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	F95923	18 - Screwdriver set, drexel imitator Winslow	Paid by Check # 70429		09/18/2019	09/18/2019	09/18/2019		09/18/2019	58.12
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$58.12
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 1	\$58.12
Program 187208 - Youth Sports-Olcott										
Account 43220 - Facility Rentals										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271		09/19/2019	09/19/2019	09/19/2019		09/19/2019	23.43
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$23.43
Program 187208 - Youth Sports-Olcott Totals									Invoice Transactions 1	\$23.43
Program 187500 - Banneker										
Account 43220 - Facility Rentals										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271		09/19/2019	09/19/2019	09/19/2019		09/19/2019	96.96
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$96.96
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	95568ES	06-CityFacNaturalGasComm	Paid by EFT # 31269		09/18/2019	09/18/2019	09/18/2019		09/18/2019	4.73
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$4.73
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190607084091719	18-Cable Service	Paid by Check # 70418		09/18/2019	09/18/2019	09/18/2019		09/18/2019	106.98
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$106.98
Program 187500 - Banneker Totals									Invoice Transactions 3	\$208.67



Board of Parks & Recreation Claim Register Sales Tax & Ut Claims

Invoice Date Range 09/18/19 - 09/23/19

Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
4574 - John Deere Financial (Rural King)	F96914	18-Delta 98-gal L-shaped fuel tank for vehicle	Paid by Check # 70429	09/18/2019	09/18/2019	09/18/2019	09/18/2019			429.99
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1			\$429.99
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	95568ES	06-CityFacNaturalGasComm	Paid by EFT # 31269	09/18/2019	09/18/2019	09/18/2019	09/18/2019			9.46
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$9.46
Program 189000 - Operations Totals							Invoice Transactions 2			\$439.45
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
4574 - John Deere Financial (Rural King)	F76568	18- herbicide-8/9/19	Paid by Check # 70429	09/18/2019	09/18/2019	09/18/2019	09/18/2019			171.95
4574 - John Deere Financial (Rural King)	G06850	18- 2 quarts blue dye & 1 gallon Remedy Ultra	Paid by Check # 70429	09/18/2019	09/18/2019	09/18/2019	09/18/2019			113.97
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 2			\$285.92
Program 189500 - Landscaping Totals							Invoice Transactions 2			\$285.92
Department 18 - Parks & Recreation Totals							Invoice Transactions 21			\$4,413.18
Fund 200 - Parks and Recreation Gen (S1301) Totals							Invoice Transactions 21			\$4,413.18
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 43220 - Facility Rentals										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019			67.51
Account 43220 - Facility Rentals Totals							Invoice Transactions 1			\$67.51
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 1			\$67.51
Program 182006 - Aquatics - Pool Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019			255.28
Account 43290 - Concessions Totals							Invoice Transactions 1			\$255.28
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	0819 F/B	18-August 2019 F/B Tax	Paid by EFT # 31270	09/19/2019	09/19/2019	09/19/2019	09/19/2019			22.93
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019			160.86
Account 43295 - Concessions FB Tax Totals							Invoice Transactions 2			\$183.79
Program 182006 - Aquatics - Pool Concessions Totals							Invoice Transactions 3			\$439.07
Program 183500 - Golf Services										
Account 43290 - Concessions										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019			409.70
Account 43290 - Concessions Totals							Invoice Transactions 1			\$409.70
Program 183500 - Golf Services Totals							Invoice Transactions 1			\$409.70
Program 183501 - Golf Course - Pro Shop										
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019			284.24
Account 43340 - Pro Shop Sales Totals							Invoice Transactions 1			\$284.24
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 1			\$284.24
Program 184000 - Natural Resources										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019			705.34
Account 43260 - Equipment Rentals Totals							Invoice Transactions 1			\$705.34
Program 184000 - Natural Resources Totals							Invoice Transactions 1			\$705.34
Program 184500 - Youth Services -Juke Box										
Account 43220 - Facility Rentals										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019			67.68
Account 43220 - Facility Rentals Totals							Invoice Transactions 1			\$67.68
Account 53540 - Natural Gas										
222 - Vectren	79535304850913 19	18-Natural Gas August	Paid by Check # 70432	09/18/2019	09/18/2019	09/18/2019	09/18/2019			17.00
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$17.00
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 2			\$84.68
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019			248.26
Account 43220 - Facility Rentals Totals							Invoice Transactions 1			\$248.26
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	95568ES	06-CityFacNaturalGasComm	Paid by EFT # 31269	09/18/2019	09/18/2019	09/18/2019	09/18/2019			18.93
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$18.93
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions 2			\$267.19
Program 185006 - TLRC-Concessions										
Account 43290 - Concessions										
204 - State Of Indiana	August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019			33.90
Account 43290 - Concessions Totals							Invoice Transactions 1			\$33.90



Board of Parks & Recreation Claim Register Sales Tax & Ut Claims

Invoice Date Range 09/18/19 - 09/23/19

Account **43300 - Vending**
204 - State Of Indiana

August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019	44.35
			Account 43300 - Vending Totals		Invoice Transactions 1		<u>\$44.35</u>
			Program 185006 - TLRC-Concessions Totals		Invoice Transactions 2		<u>\$78.25</u>

Program **186503 - Community Events-Farmers' Market**

Account **43370 - Other Sales**
204 - State Of Indiana

August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019	37.74
			Account 43370 - Other Sales Totals		Invoice Transactions 1		<u>\$37.74</u>
			Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 1		<u>\$37.74</u>

Program **187001 - Adult Sports-Softball**

Account **43220 - Facility Rentals**
204 - State Of Indiana

August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019	29.93
			Account 43220 - Facility Rentals Totals		Invoice Transactions 1		<u>\$29.93</u>
			Program 187001 - Adult Sports-Softball Totals		Invoice Transactions 1		<u>\$29.93</u>

Program **187006 - Adult Sports-Concessions**

Account **43290 - Concessions**
204 - State Of Indiana

August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019	139.32
			Account 43290 - Concessions Totals		Invoice Transactions 1		<u>\$139.32</u>

Account **43295 - Concessions FB Tax**

204 - State Of Indiana

0819 F/B	18-August 2019 F/B Tax	Paid by EFT # 31270	09/19/2019	09/19/2019	09/19/2019	09/19/2019	10.89
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204 - State Of Indiana

August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019	76.37
			Account 43295 - Concessions FB Tax Totals		Invoice Transactions 2		<u>\$87.26</u>
			Program 187006 - Adult Sports-Concessions Totals		Invoice Transactions 3		<u>\$226.58</u>

Program **189003 - Operations-Open Shelters**

Account **43220 - Facility Rentals**
204 - State Of Indiana

August 2019 Sale	18-August 2019 Sales F/B Tax	Paid by EFT # 31271	09/19/2019	09/19/2019	09/19/2019	09/19/2019	225.16
			Account 43220 - Facility Rentals Totals		Invoice Transactions 1		<u>\$225.16</u>
			Program 189003 - Operations-Open Shelters Totals		Invoice Transactions 1		<u>\$225.16</u>
			Department 18 - Parks & Recreation Totals		Invoice Transactions 19		<u>\$2,855.39</u>
			Fund 201 - Parks and Rec Non Reverting Totals		Invoice Transactions 19		<u>\$2,855.39</u>
			Grand Totals		Invoice Transactions 40		<u>\$7,268.57</u>



Board of Parks & Recreation Claim Register

Invoice Date Range 09/23/19 - 10/04/19

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 52110 - Office Supplies										
5099 - Office Three Sixty, INC	1436670	18- Paper, markers, pens/pencils, note pads,	Paid by EFT # 31430		09/24/2019	09/24/2019	10/04/2019		10/04/2019	153.07
Account 52110 - Office Supplies Totals									Invoice Transactions 1	\$153.07
Account 52420 - Other Supplies										
5819 - Synchrony Bank	449674839988	18- Amazon SYP Grand Opening Supplies	Paid by EFT # 31480		09/24/2019	09/24/2019	10/04/2019		10/04/2019	22.97
5819 - Synchrony Bank	836545777749	18-Amazon Grand Opening Supplies SYP	Paid by EFT # 31480		09/24/2019	09/24/2019	10/04/2019		10/04/2019	.03
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$23.00
Account 53210 - Telephone										
1079 - AT&T	8494948550919	18-Long Distance Charges August	Paid by Check # 70433		09/23/2019	09/23/2019	09/23/2019		09/23/2019	40.89
13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446		09/23/2019	09/23/2019	09/23/2019		09/23/2019	31.24
Account 53210 - Telephone Totals									Invoice Transactions 2	\$72.13
Account 53910 - Dues and Subscriptions										
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	466289 091119	18- Herald-Time Renewal Subscription 52 Wks	Paid by EFT # 31355		09/24/2019	09/24/2019	10/04/2019		10/04/2019	241.25
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$241.25
Program 181000 - Administration Totals									Invoice Transactions 6	\$489.45
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446		09/23/2019	09/23/2019	09/23/2019		09/23/2019	41.68
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.68
Account 53310 - Printing										
53125 - Mr. Copy, INC	34015	18-Sept and Oct Kids Kraze	Paid by EFT # 31418		09/24/2019	09/24/2019	10/04/2019		10/04/2019	143.01
Account 53310 - Printing Totals									Invoice Transactions 1	\$143.01
Program 181100 - Marketing Totals									Invoice Transactions 2	\$184.69
Program 182001 - Aquatics - Bryan Pool										
Account 52310 - Building Materials and Supplies										
5099 - Office Three Sixty, INC	1436668	18- Clear file tubs	Paid by EFT # 31430		09/24/2019	09/24/2019	10/04/2019		10/04/2019	54.78
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$54.78
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446		09/23/2019	09/23/2019	09/23/2019		09/23/2019	31.24
Account 53210 - Telephone Totals									Invoice Transactions 1	\$31.24
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 2	\$86.02
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446		09/23/2019	09/23/2019	09/23/2019		09/23/2019	87.12
Account 53210 - Telephone Totals									Invoice Transactions 1	\$87.12
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 1	\$87.12
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3096358846	18 FSC propane fuel for zamboni	Paid by EFT # 31286		09/24/2019	09/24/2019	10/04/2019		10/04/2019	124.43
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$124.43
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	620042	18 FSC tools and hardware for	Paid by EFT # 31394		09/24/2019	09/24/2019	10/04/2019		10/04/2019	360.21
5099 - Office Three Sixty, INC	1436670	18- Paper, markers, pens/pencils, note pads,	Paid by EFT # 31430		09/24/2019	09/24/2019	10/04/2019		10/04/2019	44.84
5099 - Office Three Sixty, INC	1436670B1	18- Office chair for FSC	Paid by EFT # 31430		09/24/2019	09/24/2019	10/04/2019		10/04/2019	156.59
5305 - The Collins Group (Collinsflags.Com)	101222497	18 FSC New windwoc to replace worn one	Paid by EFT # 31485		09/24/2019	09/24/2019	10/04/2019		10/04/2019	94.15
Account 52420 - Other Supplies Totals									Invoice Transactions 4	\$655.79
Account 53150 - Communications Contract										
3350 - Applied Media Technologies Corporation	188649 101319	18 - FSC Sirius Radio Subscription	Paid by Check # 70455		09/24/2019	09/24/2019	10/04/2019		10/04/2019	359.40
Account 53150 - Communications Contract Totals									Invoice Transactions 1	\$359.40
Account 53610 - Building Repairs										
321 - Harrell Fish, INC	W50445	18 FSC Replaced mixing valve and other for	Paid by EFT # 31362		09/24/2019	09/24/2019	10/04/2019		10/04/2019	2,165.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$2,165.00
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002399715	18-Landfill October	Paid by EFT # 31447		09/24/2019	09/24/2019	10/04/2019		10/04/2019	337.07
Account 53950 - Landfill Totals									Invoice Transactions 1	\$337.07
Program 182500 - Frank Southern Center Totals									Invoice Transactions 8	\$3,641.69
Program 183500 - Golf Services										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	5055	18-trash bags	Paid by Check # 70478		09/24/2019	09/24/2019	10/04/2019		10/04/2019	31.96
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$31.96



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Account 52240 - Fuel and Oil									
14129 - C & S, INC	01131	18 - Fuel	Paid by EFT # 31318	09/24/2019	09/24/2019	10/04/2019	10/04/2019	1,862.70	
		Account 52240 - Fuel and Oil Totals		Invoice Transactions 1				\$1,862.70	
Account 52310 - Building Materials and Supplies									
5186 - P&W Golf Supply, LLC	INV50563	18 - Stakes with Spike	Paid by EFT # 31434	09/24/2019	09/24/2019	10/04/2019	10/04/2019	353.83	
		Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1				\$353.83	
Account 52420 - Other Supplies									
5819 - Synchrony Bank	437657394353	18-Amazon Clear Acrylic Frames for Clubhouse	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	39.99	
5819 - Synchrony Bank	774338375779	18-Amazon Compostable Paper Cone	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	13.96	
		Account 52420 - Other Supplies Totals		Invoice Transactions 2				\$53.95	
Account 53210 - Telephone									
13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446	09/23/2019	09/23/2019	09/23/2019	09/23/2019	44.81	
		Account 53210 - Telephone Totals		Invoice Transactions 1				\$44.81	
Account 53510 - Electrical Services									
223 - Duke Energy	9750393301061019	18-Electric Charges for August	Paid by Check # 70450	09/23/2019	09/23/2019	09/23/2019	09/23/2019	230.75	
		Account 53510 - Electrical Services Totals		Invoice Transactions 1				\$230.75	
Account 53730 - Machinery and Equipment Rental									
4046 - Heritage-Crystal Clean, INC	15874803	18 - Parts Cleaner	Paid by EFT # 31363	09/24/2019	09/24/2019	10/04/2019	10/04/2019	219.87	
		Account 53730 - Machinery and Equipment Rental Totals		Invoice Transactions 1				\$219.87	
Account 53830 - Bank Charges									
4232 - First Financial Equipment Finance, LLC	100-0000326-001A	100-0000326-001 -.Golf Cart Lease Parks	Paid by EFT # 31513	09/26/2019	09/26/2019	09/27/2019	09/26/2019	14,993.94	
		Account 53830 - Bank Charges Totals		Invoice Transactions 1				\$14,993.94	
Account 53950 - Landfill									
2260 - Republic Services, INC	0694-002397901	18-Landfill October	Paid by EFT # 31447	09/24/2019	09/24/2019	10/04/2019	10/04/2019	787.05	
		Account 53950 - Landfill Totals		Invoice Transactions 1				\$787.05	
Account 53990 - Other Services and Charges									
231 - Indiana University Health Bloomington, INC	00096530-00	18 - Hearing Test	Paid by EFT # 31379	09/24/2019	09/24/2019	10/04/2019	10/04/2019	174.00	
204 - State Of Indiana	61934	18-Background Checks	Paid by Check # 70475	09/24/2019	09/24/2019	10/04/2019	10/04/2019	14.00	
		Account 53990 - Other Services and Charges Totals		Invoice Transactions 2				\$188.00	
Program 183500 - Golf Services Totals				Invoice Transactions 12				\$18,766.86	
Program 184000 - Natural Resources									
Account 52210 - Institutional Supplies									
5819 - Synchrony Bank	458397645349	18-Amazon Compostable Paper Cone	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	20.66	
5819 - Synchrony Bank	774338375779	18-Amazon Compostable Paper Cone	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	11.98	
		Account 52210 - Institutional Supplies Totals		Invoice Transactions 2				\$32.64	
Account 52340 - Other Repairs and Maintenance									
4680 - Central Indiana Hardware Co., INC	7236135	18-(5) 4" shackle BEST padlocks w/ cores for	Paid by EFT # 31321	09/24/2019	09/24/2019	10/04/2019	10/04/2019	451.95	
		Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1				\$451.95	
Account 52420 - Other Supplies									
11589 - Bloomington Cooperative Services (Bloominafoods)	523890	18-nat res program supplies	Paid by EFT # 31306	09/24/2019	09/24/2019	10/04/2019	10/04/2019	2.45	
5099 - Office Three Sixty, INC	1436670	18- Paper, markers, pens/pencils, note pads,	Paid by EFT # 31430	09/24/2019	09/24/2019	10/04/2019	10/04/2019	14.05	
5819 - Synchrony Bank	439935839597	18-Amazon Amazon GPS for Griffy Lake	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	244.69	
5819 - Synchrony Bank	774338375779	18-Amazon Compostable Paper Cone	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	44.85	
		Account 52420 - Other Supplies Totals		Invoice Transactions 4				\$306.04	
Account 53210 - Telephone									
13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446	09/23/2019	09/23/2019	09/23/2019	09/23/2019	72.92	
		Account 53210 - Telephone Totals		Invoice Transactions 1				\$72.92	
Account 53920 - Laundry and Other Sanitation Services									
4175 - The Stables Events, LLC (Izzy's Rentals)	8926	18-Wapehani portable toilet service	Paid by EFT # 31490	09/24/2019	09/24/2019	10/04/2019	10/04/2019	230.00	
		Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 1				\$230.00	
Program 184000 - Natural Resources Totals				Invoice Transactions 9				\$1,093.55	
Program 186500 - Community Events									
Account 43270 - Registration Fees									
Diane Klumpp	2019-00001132	18-Refunds	Paid by Check # 70496	09/24/2019	09/24/2019	10/04/2019	10/04/2019	45.00	
		Account 43270 - Registration Fees Totals		Invoice Transactions 1				\$45.00	
Account 52420 - Other Supplies									
53005 - Menards, INC	32780	18- Mouse traps for storage, mildew cleaner	Paid by Check # 70469	09/24/2019	09/24/2019	10/04/2019	10/04/2019	15.86	
5819 - Synchrony Bank	774338375779	18-Amazon Compostable Paper Cone	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	18.99	
		Account 52420 - Other Supplies Totals		Invoice Transactions 2				\$34.85	
Program 186500 - Community Events Totals				Invoice Transactions 3				\$79.85	
Program 187001 - Adult Sports-Softball									
Account 52420 - Other Supplies									



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Invoice Date Range 09/23/19 - 10/04/19

394 - Kleindorfer Hardware & Variety	618726	18-ratchet strap	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	19.99
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$19.99
Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446	09/23/2019	09/23/2019	09/23/2019	09/23/2019	27.14
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$27.14
Account 53910 - Dues and Subscriptions 231 - Indiana University Health Bloomington, INC	00096525-00 a	18 TLSP Hearing Tests	Paid by EFT # 31379	09/24/2019	09/24/2019	10/04/2019	10/04/2019	87.00
			Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$87.00
Account 53950 - Landfill 2260 - Republic Services, INC	0694-002399726	18-Landfill October	Paid by EFT # 31447	09/24/2019	09/24/2019	10/04/2019	10/04/2019	349.66
			Account 53950 - Landfill Totals			Invoice Transactions 1		\$349.66
			Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 4		\$483.79
Program 187202 - Youth Sports-Winslow Account 52220 - Agricultural Supplies 4383 - Advanced Turf Solutions, INC	SO784886	18 - Fertilizer Winslow Sports Park & Olcott	Paid by EFT # 31280	09/24/2019	09/24/2019	10/04/2019	10/04/2019	300.00
			Account 52220 - Agricultural Supplies Totals			Invoice Transactions 1		\$300.00
Account 52420 - Other Supplies 231 - Indiana University Health Bloomington, INC	00096525-00	18 - Employee Hearing Tests	Paid by EFT # 31379	09/24/2019	09/24/2019	10/04/2019	10/04/2019	58.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$58.00
Account 53990 - Other Services and Charges 321 - Harrell Fish, INC	W49487	18 - BFP Test Olcott	Paid by EFT # 31362	09/24/2019	09/24/2019	10/04/2019	10/04/2019	105.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$105.00
			Program 187202 - Youth Sports-Winslow Totals			Invoice Transactions 3		\$463.00
Program 187208 - Youth Sports-Olcott Account 52220 - Agricultural Supplies 4383 - Advanced Turf Solutions, INC	SO784886	18 - Fertilizer Winslow Sports Park & Olcott	Paid by EFT # 31280	09/24/2019	09/24/2019	10/04/2019	10/04/2019	181.00
			Account 52220 - Agricultural Supplies Totals			Invoice Transactions 1		\$181.00
Account 52340 - Other Repairs and Maintenance 298 - Commercial Service Of Bloomington, INC S185566		18 - Olcott Repair of Back Flow Device	Paid by EFT # 31330	09/24/2019	09/24/2019	10/04/2019	10/04/2019	445.00
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 1		\$445.00
Account 52420 - Other Supplies 53038 - Mid America Sales Associates	409204-00	18 - Olcott Field Paint	Paid by EFT # 31409	09/24/2019	09/24/2019	10/04/2019	10/04/2019	565.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$565.00
Account 53990 - Other Services and Charges 321 - Harrell Fish, INC	W49487	18 - BFP Test Olcott	Paid by EFT # 31362	09/24/2019	09/24/2019	10/04/2019	10/04/2019	321.75
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$321.75
			Program 187208 - Youth Sports-Olcott Totals			Invoice Transactions 4		\$1,512.75
Program 188001 - Inclusive Recreation Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446	09/23/2019	09/23/2019	09/23/2019	09/23/2019	13.57
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$13.57
			Program 188001 - Inclusive Recreation Totals			Invoice Transactions 1		\$13.57
Program 189000 - Operations Account 52210 - Institutional Supplies 3588 - Cintas Corporation (Cintas #529 EFT Vendor)	4025875726	18-Custodial supplies for restrooms & shelters	Paid by EFT # 31325	09/24/2019	09/24/2019	10/04/2019	10/04/2019	588.59
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	9060893745	18-CREDIT - custodial supplies	Paid by EFT # 31325	09/24/2019	09/24/2019	10/04/2019	10/04/2019	(280.56)
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	4029790022	18-Custodial supplies for restrooms & shelters	Paid by EFT # 31325	09/24/2019	09/24/2019	10/04/2019	10/04/2019	512.23
313 - Fastenal Company	INBLM214809	18-gloves, disinfectant	Paid by EFT # 31350	09/24/2019	09/24/2019	10/04/2019	10/04/2019	217.37
313 - Fastenal Company	INBLM214569	18-SANITATION-(26) cs 33-gal & (15) cs 60-gal	Paid by EFT # 31350	09/24/2019	09/24/2019	10/04/2019	10/04/2019	1,263.82
313 - Fastenal Company	INBLM214678	18-bollard cover	Paid by EFT # 31350	09/24/2019	09/24/2019	10/04/2019	10/04/2019	86.00
394 - Kleindorfer Hardware & Variety	620011	18-3 box respirators	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	65.97
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 7		\$2,453.42
Account 52310 - Building Materials and Supplies 6905 - Airworx Construction Equipment & Supply, LLC	354814-0001	18-Chains, binders, tire socks & pental hitch for	Paid by EFT # 31282	09/24/2019	09/24/2019	10/04/2019	10/04/2019	653.00
334 - Irving Materials, INC	10767437	18-(60) cys concrete for Crestmont Park	Paid by EFT # 31384	09/24/2019	09/24/2019	10/04/2019	10/04/2019	687.63
334 - Irving Materials, INC	10763209	18-Poured concrete for multiple projects	Paid by EFT # 31384	09/24/2019	09/24/2019	10/04/2019	10/04/2019	298.25
334 - Irving Materials, INC	10766580	18-(60) cys concrete for Crestmont Park	Paid by EFT # 31384	09/24/2019	09/24/2019	10/04/2019	10/04/2019	346.50
334 - Irving Materials, INC	10769154	18-(60) cys concrete for Crestmont Park	Paid by EFT # 31384	09/24/2019	09/24/2019	10/04/2019	10/04/2019	179.25
394 - Kleindorfer Hardware & Variety	618908	18-supplies for Dog Park drinking fntn	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	40.97
394 - Kleindorfer Hardware & Variety	619815	18-8" C Clamp	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	19.99



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394 - Kleindorfer Hardware & Variety	617892	18-reducing fernco	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	9.29
394 - Kleindorfer Hardware & Variety	620159	18-6 lb sledge	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	24.49
394 - Kleindorfer Hardware & Variety	619843	18-bolts	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	4.44
394 - Kleindorfer Hardware & Variety	620041	18-hydraulic cement, saw blades	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	36.38
394 - Kleindorfer Hardware & Variety	620320	18-concrete bits	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	28.56
53005 - Menards, INC	33716	18-material for Crestmont Park sidewalk	Paid by Check # 70469	09/24/2019	09/24/2019	10/04/2019	10/04/2019	29.01
Account 52340 - Other Repairs and Maintenance			Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 13			\$2,357.76
5415 - Allied Wholesale Electrical Supply, LLC	5516808	18-corrugated end cap and sock	Paid by EFT # 31284	09/24/2019	09/24/2019	10/04/2019	10/04/2019	66.40
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290008371	18-4 rear tires for mowing crew and Olcott	Paid by EFT # 31296	09/24/2019	09/24/2019	10/04/2019	10/04/2019	590.88
409 - Black Lumber Co. INC	415799	18-flex a spout, hanging packages	Paid by EFT # 31301	09/24/2019	09/24/2019	10/04/2019	10/04/2019	29.97
394 - Kleindorfer Hardware & Variety	620403	18-pvc, hose bib, stash bite tools,	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	59.36
394 - Kleindorfer Hardware & Variety	617796	18-supplies for Dog Park drinking fntn	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	46.14
394 - Kleindorfer Hardware & Variety	618851	18-supplies for Dog Park drinking fntn	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	10.07
394 - Kleindorfer Hardware & Variety	618852	18-4" PVC Pipe	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	4.00
394 - Kleindorfer Hardware & Variety	618842	18-tie wire and springs	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	5.76
394 - Kleindorfer Hardware & Variety	618272	18-supply line, brass comp adap.	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	8.17
6262 - Koenig Equipment, INC	P11920	18-Accelerator for John Deer	Paid by EFT # 31395	09/24/2019	09/24/2019	10/04/2019	10/04/2019	63.21
6262 - Koenig Equipment, INC	P11974	18-spark plugs, filter	Paid by EFT # 31395	09/24/2019	09/24/2019	10/04/2019	10/04/2019	27.70
6262 - Koenig Equipment, INC	P12088	18-Autocut 25-2	Paid by EFT # 31395	09/24/2019	09/24/2019	10/04/2019	10/04/2019	19.95
786 - Richard's Small Engine, INC	359577	18-clutch kit for Hustler at Olcott Park	Paid by EFT # 31449	09/24/2019	09/24/2019	10/04/2019	10/04/2019	520.58
Account 52420 - Other Supplies			Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 13			\$1,452.19
818 - Everywhere Signs, LLC	55391	18- (6) 'Adopt-A-Median' signs for Clarizz Blvd	Paid by EFT # 31348	09/24/2019	09/24/2019	10/04/2019	10/04/2019	360.00
313 - Fastenal Company	INBLM214743	18-(2) vertical folding Baby Changing Stations	Paid by EFT # 31350	09/24/2019	09/24/2019	10/04/2019	10/04/2019	735.76
394 - Kleindorfer Hardware & Variety	617708	18-ss washers, ags	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	6.36
53005 - Menards, INC	33647	18-ziplock bags, windshield wash, hex	Paid by Check # 70469	09/24/2019	09/24/2019	10/04/2019	10/04/2019	22.02
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-8541	18-(4) 12"x18" signs for BT's/Butler rr's & (1)	Paid by EFT # 31450	09/24/2019	09/24/2019	10/04/2019	10/04/2019	201.20
476 - Southern Indiana Parts, INC (Napa Auto Parts)	281751	18-CREDIT - battery core deposit	Paid by EFT # 31468	09/24/2019	09/24/2019	10/04/2019	10/04/2019	(9.00)
476 - Southern Indiana Parts, INC (Napa Auto Parts)	281749	18-CREDIT - battery core deposit	Paid by EFT # 31468	09/24/2019	09/24/2019	10/04/2019	10/04/2019	(9.00)
476 - Southern Indiana Parts, INC (Napa Auto Parts)	281649	18-battery	Paid by EFT # 31468	09/24/2019	09/24/2019	10/04/2019	10/04/2019	52.24
5819 - Synchrony Bank	457649757968	18-Amazon Grand Opening Supplies SYPB-	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	19.79
5819 - Synchrony Bank	836545777749	18-Amazon Grand Opening Supplies SYP	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	3.92
Account 52430 - Uniforms and Tools			Account 52420 - Other Supplies Totals		Invoice Transactions 10			\$1,383.29
394 - Kleindorfer Hardware & Variety	618936	18-(3) pr rubber boots for staff working	Paid by EFT # 31394	09/24/2019	09/24/2019	10/04/2019	10/04/2019	149.97
Account 53110 - Engineering and Architectural			Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1			\$149.97
10 - Bledsoe Riggert Cooper & James INC	22073	18-Southern boundary survey Bryan Park	Paid by EFT # 31302	09/24/2019	09/24/2019	10/04/2019	10/04/2019	487.50
Account 53130 - Medical			Account 53110 - Engineering and Architectural Totals		Invoice Transactions 1			\$487.50
231 - Indiana University Health Bloomington, INC	00096532-00	18-(25) Hearing tests for RFT & seasonal staff	Paid by EFT # 31379	09/24/2019	09/24/2019	10/04/2019	10/04/2019	725.00
Account 53210 - Telephone			Account 53130 - Medical Totals		Invoice Transactions 1			\$725.00
13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446	09/23/2019	09/23/2019	09/23/2019	09/23/2019	207.44
Account 53920 - Laundry and Other Sanitation Services			Account 53210 - Telephone Totals		Invoice Transactions 1			\$207.44
19171 - Aramark Uniform & Career Apparel Group, INC	1824045913	18-Uniform & mat laundry services	Paid by EFT # 31291	09/24/2019	09/24/2019	10/04/2019	10/04/2019	16.73
19171 - Aramark Uniform & Career Apparel Group, INC	1824054836	18-Uniform & mat laundry services	Paid by EFT # 31291	09/24/2019	09/24/2019	10/04/2019	10/04/2019	16.73
4175 - The Stables Events, LLC (Izzy's Rentals)	8924	18-Rental/service of (2) & service of (6) port-a-	Paid by EFT # 31490	09/24/2019	09/24/2019	10/04/2019	10/04/2019	1,255.00
Account 53990 - Other Services and Charges			Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 3			\$1,288.46
6905 - Airworx Construction Equipment & Supply, LLC	354813-0001	18-Freight on new electric scissor lift	Paid by EFT # 31282	09/24/2019	09/24/2019	10/04/2019	10/04/2019	488.00



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Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$488.00		
Program 189000 - Operations Totals				Invoice Transactions 51		\$10,993.03		
Program 189500 - Landscaping								
Account 52420 - Other Supplies								
480 - Hall Signs INC	345174	18- sign mounting hardware	Paid by EFT # 31361	09/24/2019	09/24/2019	10/04/2019	10/04/2019	22.25
5819 - Synchrony Bank	774338375779	18-Amazon	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	17.57
5819 - Synchrony Bank	439855834397	Compostable Paper Cone	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	98.80
		18-Amazon New Pig Utility Containment Tray						
Account 52420 - Other Supplies Totals				Invoice Transactions 3		\$138.62		
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products, INC	112877	18- (14) long sleeve t-shirts for veg crew PPE	Paid by EFT # 31511	09/24/2019	09/24/2019	10/04/2019	10/04/2019	160.28
Account 52430 - Uniforms and Tools Totals				Invoice Transactions 1		\$160.28		
Program 189500 - Landscaping Totals				Invoice Transactions 4		\$298.90		
Program 189501 - Cemeteries								
Account 52340 - Other Repairs and Maintenance								
786 - Richard's Small Engine, INC	359576	18- Hustler mower part	Paid by EFT # 31449	09/24/2019	09/24/2019	10/04/2019	10/04/2019	272.05
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 1		\$272.05		
Account 53170 - Mgt. Fee, Consultants, and Workshops								
2546 - Monroe County Historical Society, INC	09/17/2019	18-Assistance w/ Cemetery	Paid by EFT # 31414	09/24/2019	09/24/2019	10/04/2019	10/04/2019	140.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals				Invoice Transactions 1		\$140.00		
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446	09/23/2019	09/23/2019	09/23/2019	09/23/2019	13.57
Account 53210 - Telephone Totals				Invoice Transactions 1		\$13.57		
Program 189501 - Cemeteries Totals				Invoice Transactions 3		\$425.62		
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
4660 - A.M. Leonard, INC	CI19188198	18- 50 tree diapers and shipping	Paid by EFT # 31278	09/24/2019	09/24/2019	10/04/2019	10/04/2019	2,951.99
Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$2,951.99		
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446	09/23/2019	09/23/2019	09/23/2019	09/23/2019	107.29
Account 53210 - Telephone Totals				Invoice Transactions 1		\$107.29		
Account 53990 - Other Services and Charges								
29 - The F.A. Bartlett Tree Expert Company	38439721-0	18- Pruning at Peoples Park/Hillside Cross,	Paid by EFT # 31486	09/24/2019	09/24/2019	10/04/2019	10/04/2019	1,900.00
29 - The F.A. Bartlett Tree Expert Company	38439720-0	18- Pruning at Peoples Park/Hillside Cross,	Paid by EFT # 31486	09/24/2019	09/24/2019	10/04/2019	10/04/2019	760.00
29 - The F.A. Bartlett Tree Expert Company	38439719-0	18- Pruning at Peoples Park/Hillside Cross,	Paid by EFT # 31486	09/24/2019	09/24/2019	10/04/2019	10/04/2019	3,630.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 3		\$6,290.00		
Program 189503 - Urban Forestry Totals				Invoice Transactions 5		\$9,349.28		
Department 18 - Parks & Recreation Totals				Invoice Transactions 118		\$47,969.17		
Fund 200 - Parks and Recreation Gen (51301) Totals				Invoice Transactions 118		\$47,969.17		
Fund 201 - Parks and Rec Non Reverting								
Account 24105 - Rental Deposit								
Alzheimer's Association Greater Indiana Chapter	2019-00001133	18-Refunds	Paid by Check # 70486	09/24/2019	09/24/2019	10/04/2019	10/04/2019	75.00
Epilepsy Foundation, Indiana Chapter	2019-00001110	18-Refunds	Paid by Check # 70490	09/24/2019	09/24/2019	10/04/2019	10/04/2019	75.00
John Hamilton for Mayor	2019-00001111	18-Refunds	Paid by Check # 70493	09/24/2019	09/24/2019	10/04/2019	10/04/2019	575.00
Account 24105 - Rental Deposit Totals				Invoice Transactions 3		\$725.00		
Department 18 - Parks & Recreation								
Program 181001 - Health & Wellness								
Account 53990 - Other Services and Charges								
4380 - Bloomington Community Massage, LLC	June 2019	18 - June 2019 chair massages	Paid by EFT # 31305	09/24/2019	09/24/2019	10/04/2019	10/04/2019	28.00
4380 - Bloomington Community Massage, LLC	July 2019	18 - July 2019 chair massages	Paid by EFT # 31305	09/24/2019	09/24/2019	10/04/2019	10/04/2019	42.00
4380 - Bloomington Community Massage, LLC	August 2019	18 - August chair massages	Paid by EFT # 31305	09/24/2019	09/24/2019	10/04/2019	10/04/2019	28.00
4380 - Bloomington Community Massage, LLC	Sept 2019	18 - September 2019 chair massages	Paid by EFT # 31305	09/24/2019	09/24/2019	10/04/2019	10/04/2019	28.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 4		\$126.00		
Program 181001 - Health & Wellness Totals				Invoice Transactions 4		\$126.00		
Program 182501 - Frank Southern Center Concession								
Account 52330 - Street , Alley, and Sewer Material								
4610 - Hopscotch Coffee, LLC	3392	18 - FSC Coffee Beans	Paid by EFT # 31369	09/24/2019	09/24/2019	10/04/2019	10/04/2019	150.00
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 1		\$150.00		
Program 182501 - Frank Southern Center Concession Totals				Invoice Transactions 1		\$150.00		
Program 183500 - Golf Services								
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	2056203071	18 - Cascades - Bottled Drinks	Paid by EFT # 31328	09/24/2019	09/24/2019	10/04/2019	10/04/2019	185.66
5969 - Coca Cola Bottling CO. Consolidated	2056203054	18 - Cascades - Bottled Drinks	Paid by EFT # 31328	09/24/2019	09/24/2019	10/04/2019	10/04/2019	688.25



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248 - Cosner's Ice Company	208003000	18 - Ice	Paid by EFT # 31332	09/24/2019	09/24/2019	10/04/2019	10/04/2019	227.50
5819 - Synchrony Bank	2898	18 - Cascades Snack Bar Items	Paid by Check # 70478	09/24/2019	09/24/2019	10/04/2019	10/04/2019	96.60
5819 - Synchrony Bank	5054 091319	18 - Cascades Snack Bar Items	Paid by Check # 70478	09/24/2019	09/24/2019	10/04/2019	10/04/2019	56.94
5819 - Synchrony Bank	5957	18 - Cascades Snack Bar Items	Paid by Check # 70478	09/24/2019	09/24/2019	10/04/2019	10/04/2019	38.00
			Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 6				\$1,292.95
Account 53730 - Machinery and Equipment Rental								
2974 - MacAllister Machinery Co, INC	R67314654403	18-Fork Lift for Zyosia Grass Installation rental	Paid by EFT # 31407	09/24/2019	09/24/2019	10/04/2019	10/04/2019	2,586.00
2974 - MacAllister Machinery Co, INC	R67314654404	18-Last Invoice Fork Lift Rental Zyosia Install	Paid by EFT # 31407	09/24/2019	09/24/2019	10/04/2019	10/04/2019	310.25
			Account 53730 - Machinery and Equipment Rental Totals	Invoice Transactions 2				\$2,896.25
			Program 183500 - Golf Services Totals	Invoice Transactions 8				\$4,189.20
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street , Alley, and Sewer Material								
4072 - Acushnet Company	908075868	18 - Merchandise, hats, clubs, balls	Paid by Check # 70454	09/24/2019	09/24/2019	10/04/2019	10/04/2019	281.28
			Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 1				\$281.28
			Program 183501 - Golf Course - Pro Shop Totals	Invoice Transactions 1				\$281.28
Program 184500 - Youth Services -Juke Box								
Account 52420 - Other Supplies								
4647 - S&S Worldwide, INC	IN100186765	18-Self-Sealing Water Balloons	Paid by EFT # 31454	09/24/2019	09/24/2019	10/04/2019	10/04/2019	31.92
			Account 52420 - Other Supplies Totals	Invoice Transactions 1				\$31.92
Account 53990 - Other Services and Charges								
321 - Harrell Fish, INC	W50269	18-AJB Air Conditioner Repair	Paid by EFT # 31362	09/24/2019	09/24/2019	10/04/2019	10/04/2019	274.00
			Account 53990 - Other Services and Charges Totals	Invoice Transactions 1				\$274.00
			Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 2				\$305.92
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								
4647 - S&S Worldwide, INC	IN100254504	18-Kid City Summer Camp Art Supplies	Paid by EFT # 31454	09/24/2019	09/24/2019	10/04/2019	10/04/2019	44.92
5819 - Synchrony Bank	7058	18-Kid City snacks and supplies	Paid by Check # 70478	09/24/2019	09/24/2019	10/04/2019	10/04/2019	65.00
5819 - Synchrony Bank	774338375779	18-Amazon Compostable Paper Cone	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	9.90
			Account 52420 - Other Supplies Totals	Invoice Transactions 3				\$119.82
			Program 184501 - Youth Services-Kid City Camps Totals	Invoice Transactions 3				\$119.82
Program 185000 - Twin Lakes Recreation Center								
Account 43240 - Season Passes/Memberships								
Harold Alumbaugh	2019-00001058	18-Refunds	Paid by Check # 70485	09/24/2019	09/24/2019	10/04/2019	10/04/2019	41.67
			Account 43240 - Season Passes/Memberships Totals	Invoice Transactions 1				\$41.67
Account 52310 - Building Materials and Supplies								
294 - All-Phase Electric Supply, INC	0740-585959	18 - TLRC Electrical Supplies	Paid by EFT # 31283	09/24/2019	09/24/2019	10/04/2019	10/04/2019	150.00
53005 - Menards, INC	33556	18 - TLRC Facility Supplies	Paid by Check # 70469	09/24/2019	09/24/2019	10/04/2019	10/04/2019	4.74
53005 - Menards, INC	33637	18 -Propane cylinder, outdoor garden torch	Paid by Check # 70469	09/24/2019	09/24/2019	10/04/2019	10/04/2019	38.85
			Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 3				\$193.59
Account 52420 - Other Supplies								
2406 - Brunswick Corporation (Life Fitness)	6256117	18-TLRC-Bearing replacement on glute	Paid by EFT # 31316	09/24/2019	09/24/2019	10/04/2019	10/04/2019	142.14
			Account 52420 - Other Supplies Totals	Invoice Transactions 1				\$142.14
Account 53610 - Building Repairs								
1537 - Indiana Door & Hardware Specialties, INC	4374AA	18 - TLRC Front Door Rebuild	Paid by Check # 70463	09/24/2019	09/24/2019	10/04/2019	10/04/2019	1,290.00
53657 - Plymate, INC	2867909	18 - TLRC Entry Mat Service	Paid by EFT # 31440	09/24/2019	09/24/2019	10/04/2019	10/04/2019	75.99
			Account 53610 - Building Repairs Totals	Invoice Transactions 2				\$1,365.99
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002400467	18-Landfill October	Paid by EFT # 31447	09/24/2019	09/24/2019	10/04/2019	10/04/2019	289.67
			Account 53950 - Landfill Totals	Invoice Transactions 1				\$289.67
			Program 185000 - Twin Lakes Recreation Center Totals	Invoice Transactions 8				\$2,033.06
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	091919	18-TLRC Fitness Specialist	Paid by EFT # 31293	09/24/2019	09/24/2019	10/04/2019	10/04/2019	100.00
13007 - Valeria A Decastro	091719	18-TLRC Fitness Specialist	Paid by EFT # 31338	09/24/2019	09/24/2019	10/04/2019	10/04/2019	150.00
5274 - Catherine T Gossett	091919	18-TLRC Fitness Specialist	Paid by EFT # 31358	09/24/2019	09/24/2019	10/04/2019	10/04/2019	375.00
6602 - Pendah Jallow	091919	18-TLRC Fitness Specialist	Paid by EFT # 31387	09/24/2019	09/24/2019	10/04/2019	10/04/2019	120.00
7085 - Anna Khachatryan	091619	18-TLRC Fitness Specialist	Paid by EFT # 31391	09/24/2019	09/24/2019	10/04/2019	10/04/2019	50.00
1336 - Kristy L LeVert	091919	18-TLRC Fitness Specialist	Paid by EFT # 31402	09/24/2019	09/24/2019	10/04/2019	10/04/2019	125.00
7086 - Rivkah L Moore	091819	18-TLRC Fitness Specialist	Paid by EFT # 31416	09/24/2019	09/24/2019	10/04/2019	10/04/2019	100.00



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Invoice Date Range 09/23/19 - 10/04/19

5007 - Emeline P O'Connor	091219	18-TLRC Fitness Specialist	Paid by EFT # 31427	09/24/2019	09/24/2019	10/04/2019	10/04/2019	75.00
14093 - Allana Radecki	091819	18-TLRC Fitness Specialist	Paid by EFT # 31444	09/24/2019	09/24/2019	10/04/2019	10/04/2019	375.00
4062 - Janet Altman Scott	090919	18-TLRC Fitness Specialist	Paid by EFT # 31458	09/24/2019	09/24/2019	10/04/2019	10/04/2019	60.00
1973 - Megan M Stark	092019	18-TLRC Fitness Specialist	Paid by EFT # 31471	09/24/2019	09/24/2019	10/04/2019	10/04/2019	450.00
6722 - Claire Sunkel	091719	18-TLRC Fitness Specialist	Paid by EFT # 31479	09/24/2019	09/24/2019	10/04/2019	10/04/2019	100.00
5222 - Zane S Yeager	091819	18-TLRC Fitness Specialist	Paid by EFT # 31512	09/24/2019	09/24/2019	10/04/2019	10/04/2019	250.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 13		\$2,330.00
			Program 185002 - TLRC-Health & Wellness Totals			Invoice Transactions 13		\$2,330.00
Program 185006 - TLRC-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5819 - Synchrony Bank	8751	18-Kid City Summer Camp Art Supplies	Paid by Check # 70478	09/24/2019	09/24/2019	10/04/2019	10/04/2019	26.76
			Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 1		\$26.76
Account 53650 - Other Repairs								
392 - Koorsen Fire & Security, INC	4879315	18 - TLRC Kitchen Hood Suppression System	Paid by EFT # 31396	09/24/2019	09/24/2019	10/04/2019	10/04/2019	270.70
			Account 53650 - Other Repairs Totals			Invoice Transactions 1		\$270.70
			Program 185006 - TLRC-Concessions Totals			Invoice Transactions 2		\$297.46
Program 186500 - Community Events								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446	09/23/2019	09/23/2019	09/23/2019	09/23/2019	13.57
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$13.57
Account 53990 - Other Services and Charges								
6402 - Twylene Bethard	0013	18 - Peoples Park Performance - 9/14/19	Paid by EFT # 31299	09/24/2019	09/24/2019	10/04/2019	10/04/2019	50.00
6613 - Madison True	021	18 - DJ Services - Glow in the Park event	Paid by EFT # 31495	09/24/2019	09/24/2019	10/04/2019	10/04/2019	250.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		\$300.00
			Program 186500 - Community Events Totals			Invoice Transactions 3		\$313.57
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
6144 - Jerald Rhodes (White River Ag)	20139	18 - Gardens - 50lb Speedy Cover Crop	Paid by EFT # 31448	09/24/2019	09/24/2019	10/04/2019	10/04/2019	26.00
5819 - Synchrony Bank	774338375779	18-Amazon Compostable Paper Cone	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	47.99
			Account 52420 - Other Supplies Totals			Invoice Transactions 2		\$73.99
Account 53940 - Temporary Contractual Employee								
6186 - Rachel Beyer (Mavoumeen Farm)	091019	18- Gardens - Instructor	Paid by EFT # 31300	09/24/2019	09/24/2019	10/04/2019	10/04/2019	90.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 1		\$90.00
			Program 186502 - Community Events-Gardens Totals			Invoice Transactions 3		\$163.99
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								
12406 - Blue Hour Farm	1923	Market Bucks and Gift Certificates	Paid by EFT # 31311	09/24/2019	09/24/2019	10/04/2019	10/04/2019	5.00
4417 - Maria Carlassare (Piccoli Dolci, INC)	1921	Gift Certificates	Paid by EFT # 31319	09/24/2019	09/24/2019	10/04/2019	10/04/2019	35.00
14393 - Thomas Dallmier	1935	Market Bucks and Gift Certificates	Paid by EFT # 31336	09/24/2019	09/24/2019	10/04/2019	10/04/2019	20.00
3265 - Linnea Lee Good	1920	Market Bucks and Gift Certificates	Paid by EFT # 31357	09/24/2019	09/24/2019	10/04/2019	10/04/2019	15.00
18520 - Kevin L Graber	1939	Market Bucks and Gift Certificates	Paid by EFT # 31359	09/24/2019	09/24/2019	10/04/2019	10/04/2019	25.00
2458 - Jason L Hobson (Sycamore Run Farm)	1931	Market Bucks and Gift Certificates	Paid by EFT # 31366	09/24/2019	09/24/2019	10/04/2019	10/04/2019	10.00
4378 - Jonathan Kulow	1922	Market Bucks and Gift Certificates	Paid by EFT # 31398	09/24/2019	09/24/2019	10/04/2019	10/04/2019	5.00
5200 - Chester L Lehman (Olde Lane Orchard)	1942	Market Bucks and Gift Certificates	Paid by EFT # 31401	09/24/2019	09/24/2019	10/04/2019	10/04/2019	10.00
5550 - Rajarajeswari Muthukrishnan	1934	Market Bucks and Gift Certificates	Paid by EFT # 31421	09/24/2019	09/24/2019	10/04/2019	10/04/2019	5.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1924	Market Bucks and Gift Certificates	Paid by EFT # 31465	09/24/2019	09/24/2019	10/04/2019	10/04/2019	5.00
6893 - Caleb M Staton (Just Me Farm)	1933	Market Bucks and Gift Certificates	Paid by EFT # 31472	09/24/2019	09/24/2019	10/04/2019	10/04/2019	5.00
5673 - Stephen Stoll	1941	Market Bucks and Gift Certificates	Paid by EFT # 31475	09/24/2019	09/24/2019	10/04/2019	10/04/2019	10.00
6623 - Twilight Dairy, LLC	1938	Market Bucks and Gift Certificates	Paid by EFT # 31496	09/24/2019	09/24/2019	10/04/2019	10/04/2019	20.00
12425 - David W Widner	1936	Gift Certificates	Paid by Check # 70480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	10.00
5752 - Wild Alaska Salmon & Seafood, INC	1926	Market Bucks and Gift Certificates	Paid by EFT # 31509	09/24/2019	09/24/2019	10/04/2019	10/04/2019	20.00
			Account 47230 - Gift Certificate Totals			Invoice Transactions 15		\$200.00
Account 47240 - EBT Market Bucks								
12406 - Blue Hour Farm	1923	Market Bucks and Gift Certificates	Paid by EFT # 31311	09/24/2019	09/24/2019	10/04/2019	10/04/2019	27.00
3973 - Amanda Corry	1919	Market Bucks	Paid by EFT # 31331	09/24/2019	09/24/2019	10/04/2019	10/04/2019	168.00
14393 - Thomas Dallmier	1935	Market Bucks and Gift Certificates	Paid by EFT # 31336	09/24/2019	09/24/2019	10/04/2019	10/04/2019	48.00



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6431 - Alvin M Fisher	1940	Market Bucks	Paid by EFT # 31352	09/24/2019	09/24/2019	10/04/2019	10/04/2019	30.00
3265 - Linnea Lee Good	1920	Market Bucks and Gift Certificates	Paid by EFT # 31357	09/24/2019	09/24/2019	10/04/2019	10/04/2019	6.00
3265 - Linnea Lee Good	1929	Market Bucks	Paid by EFT # 31357	09/24/2019	09/24/2019	10/04/2019	10/04/2019	9.00
18520 - Kevin L Graber	1939	Market Bucks and Gift Certificates	Paid by EFT # 31359	09/24/2019	09/24/2019	10/04/2019	10/04/2019	114.00
2458 - Jason L Hobson (Sycamore Run Farm)	1931	Market Bucks and Gift Certificates	Paid by EFT # 31366	09/24/2019	09/24/2019	10/04/2019	10/04/2019	66.00
4378 - Jonathan Kulow	1922	Market Bucks and Gift Certificates	Paid by EFT # 31398	09/24/2019	09/24/2019	10/04/2019	10/04/2019	51.00
5200 - Chester L Lehman (Olde Lane Orchard)	1942	Market Bucks and Gift Certificates	Paid by EFT # 31401	09/24/2019	09/24/2019	10/04/2019	10/04/2019	81.00
12413 - Dale L Marchino	1937	Market Bucks	Paid by Check # 70468	09/24/2019	09/24/2019	10/04/2019	10/04/2019	12.00
3981 - Muddy Fork Farm & Bakery, LLC	1930	Market Bucks	Paid by EFT # 31419	09/24/2019	09/24/2019	10/04/2019	10/04/2019	36.00
6877 - Eric L Murphy (Shamrock Farms)	1918	Market Bucks	Paid by EFT # 31420	09/24/2019	09/24/2019	10/04/2019	10/04/2019	30.00
5550 - Rajarajeswari Muthukrishnan	1934	Market Bucks and Gift Certificates	Paid by EFT # 31421	09/24/2019	09/24/2019	10/04/2019	10/04/2019	9.00
12414 - Allan F Paton	1932	Market Bucks	Paid by EFT # 31438	09/24/2019	09/24/2019	10/04/2019	10/04/2019	9.00
5668 - Red Frazier Blson, LLP	1925	Market Bucks	Paid by EFT # 31445	09/24/2019	09/24/2019	10/04/2019	10/04/2019	12.00
5972 - Daniel A Reeves	1943	Market Bucks	Paid by EFT # 31446	09/24/2019	09/24/2019	10/04/2019	10/04/2019	9.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1927	Market Bucks	Paid by EFT # 31465	09/24/2019	09/24/2019	10/04/2019	10/04/2019	6.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1924	Market Bucks and Gift Certificates	Paid by EFT # 31465	09/24/2019	09/24/2019	10/04/2019	10/04/2019	6.00
6893 - Caleb M Staton (Just Me Farm)	1933	Market Bucks and Gift Certificates	Paid by EFT # 31472	09/24/2019	09/24/2019	10/04/2019	10/04/2019	3.00
2496 - Galen Jay Stoll	1928	Market Bucks	Paid by Check # 70477	09/24/2019	09/24/2019	10/04/2019	10/04/2019	69.00
5673 - Stephen Stoll	1941	Market Bucks and Gift Certificates	Paid by EFT # 31475	09/24/2019	09/24/2019	10/04/2019	10/04/2019	60.00
6623 - Twilight Dairy, LLC	1938	Market Bucks and Gift Certificates	Paid by EFT # 31496	09/24/2019	09/24/2019	10/04/2019	10/04/2019	189.00
5752 - Wild Alaska Salmon & Seafood, INC	1926	Market Bucks and Gift Certificates	Paid by EFT # 31509	09/24/2019	09/24/2019	10/04/2019	10/04/2019	138.00
			Account 52420 - EBT Market Bucks Totals				Invoice Transactions 24	\$1,188.00
Account 52420 - Other Supplies								
4360 - Earth Song Farm, LLC	8/23/2019	18- Tomato Tasting Supplies	Paid by EFT # 31342	09/24/2019	09/24/2019	10/04/2019	10/04/2019	15.00
9269 - HP Products Corporation	14495486	18 - Market - bathroom supplies	Paid by EFT # 31370	09/24/2019	09/24/2019	10/04/2019	10/04/2019	570.32
6530 - Office Depot, INC	2338857807	18- Name badges, post-it easels	Paid by EFT # 31429	09/24/2019	09/24/2019	10/04/2019	10/04/2019	75.97
			Account 52420 - Other Supplies Totals				Invoice Transactions 3	\$661.29
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X09192019	18- Wireless Charges August	Paid by Check # 70446	09/23/2019	09/23/2019	09/23/2019	09/23/2019	41.68
			Account 53210 - Telephone Totals				Invoice Transactions 1	\$41.68
Account 53320 - Advertising								
54546 - Charles Y Coghlan, DMD (Office Easel)	90326	18- Market Stickers	Paid by EFT # 31324	09/24/2019	09/24/2019	10/04/2019	10/04/2019	647.28
			Account 53320 - Advertising Totals				Invoice Transactions 1	\$647.28
Account 53940 - Temporary Contractual Employee								
3960 - Cortland V Carrington	082419	18- Market Mushroom Inspection	Paid by EFT # 31320	09/24/2019	09/24/2019	10/04/2019	10/04/2019	60.00
3875 - Sandra Salinas-Kobyika	082519	18 - Market - Custodial work	Paid by EFT # 31456	09/24/2019	09/24/2019	10/04/2019	10/04/2019	195.00
			Account 53940 - Temporary Contractual Employee Totals				Invoice Transactions 2	\$255.00
			Program 186503 - Community Events-Farmers' Market Totals				Invoice Transactions 46	\$2,993.25
Program 187001 - Adult Sports-Softball								
Account 52420 - Other Supplies								
53038 - Mid America Sales Associates	408309-00	18- TLSP Foul Pole Yellow Wrapping	Paid by EFT # 31409	09/24/2019	09/24/2019	10/04/2019	10/04/2019	290.00
			Account 52420 - Other Supplies Totals				Invoice Transactions 1	\$290.00
Account 53940 - Temporary Contractual Employee								
20105 - Brandon B Chambers	090919	18-TLSP Adult Softball Umpire	Paid by EFT # 31323	09/24/2019	09/24/2019	10/04/2019	10/04/2019	513.00
2501 - Christopher M Cochran	091519	18-TLSP Adult Softball Umpire	Paid by EFT # 31329	09/24/2019	09/24/2019	10/04/2019	10/04/2019	288.00
17565 - Michael B Hicks (Contractual)	090919	18-TLSP Adult Softball Umpire	Paid by EFT # 31364	09/24/2019	09/24/2019	10/04/2019	10/04/2019	537.00
6443 - David Joseph Huss	091119	18-TLSP Adult Softball Umpire	Paid by EFT # 31372	09/24/2019	09/24/2019	10/04/2019	10/04/2019	234.00
557 - Vicki Lynn Minder	090419	18-TLSP Adult Softball Umpire	Paid by EFT # 31413	09/24/2019	09/24/2019	10/04/2019	10/04/2019	126.00
3868 - Orion Saft	091519	18-TLSP Adult Softball Umpire	Paid by EFT # 31455	09/24/2019	09/24/2019	10/04/2019	10/04/2019	522.00
6962 - Glen William Schulz	091219	18-TLSP Adult Softball Umpire	Paid by EFT # 31457	09/24/2019	09/24/2019	10/04/2019	10/04/2019	342.00
4939 - Charles W Stone	091119	18-TLSP Adult Softball Umpire	Paid by EFT # 31476	09/24/2019	09/24/2019	10/04/2019	10/04/2019	324.00
1024 - Donald E Wertz	091119	18-TLSP Adult Softball Umpire	Paid by EFT # 31504	09/24/2019	09/24/2019	10/04/2019	10/04/2019	72.00



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Invoice Date Range 09/23/19 - 10/04/19

6470 - Adriann Nicole Wilson	091219	18-TLSP Adult Softball Umpire	Paid by EFT # 31510	09/24/2019	09/24/2019	10/04/2019	10/04/2019	180.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 10		\$3,138.00
			Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 11		\$3,428.00
Program 187006 - Adult Sports-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5819 - Synchrony Bank	6590	18- TLSP Concession Products	Paid by Check # 70478	09/24/2019	09/24/2019	10/04/2019	10/04/2019	15.96
			Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 1		\$15.96
			Program 187006 - Adult Sports-Concessions Totals			Invoice Transactions 1		\$15.96
Program 189000 - Operations								
Account 52420 - Other Supplies								
90 - Service Supply Ltd., INC	22032	18-Memorial Bench (Highland Village Park)	Paid by EFT # 31460	09/24/2019	09/24/2019	10/04/2019	10/04/2019	1,743.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$1,743.00
			Program 189000 - Operations Totals			Invoice Transactions 1		\$1,743.00
Program G18009 - 2018-2022 Leonard Springs Nature								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	774338375779	18-Amazon Compostable Paper Cone	Paid by EFT # 31480	09/24/2019	09/24/2019	10/04/2019	10/04/2019	34.22
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$34.22
			Program G18009 - 2018-2022 Leonard Springs Nature Totals			Invoice Transactions 1		\$34.22
Program G19009 - 2019 Banneker Summer Nature Days								
Account 47250 - Grant - Other								
3998 - Summer Star Foundation for Nature, Art & Humanity	18-2019-09	18-Leftover Banneker Summer Nature Day	Paid by EFT # 31478	09/24/2019	09/24/2019	10/04/2019	10/04/2019	360.80
			Account 47250 - Grant - Other Totals			Invoice Transactions 1		\$360.80
			Program G19009 - 2019 Banneker Summer Nature Days Totals			Invoice Transactions 1		\$360.80
			Department 18 - Parks & Recreation Totals			Invoice Transactions 109		\$18,885.53
			Fund 201 - Parks and Rec Non Reverting Totals			Invoice Transactions 112		\$19,610.53
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.	NEIapp11clubhous	Escrow for GOB Project Cascades Golf Course	Paid by Check # 70458	09/24/2019	09/24/2019	10/04/2019	10/04/2019	3,350.83
723 - Neidigh Construction Corporation	NeigApp11Clubhou	18- GOB Cascades Golf Course Clubhouse	Paid by EFT # 31424	09/24/2019	09/24/2019	10/04/2019	10/04/2019	63,665.68
4175 - The Stables Events, LLC (Izzy's Rentals)	8780	18-Rental of portable restrooms during	Paid by EFT # 31490	09/24/2019	09/24/2019	10/04/2019	10/04/2019	555.00
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions 3		\$67,571.51
			Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals			Invoice Transactions 3		\$67,571.51
			Department 18 - Parks & Recreation Totals			Invoice Transactions 3		\$67,571.51
			Fund 977 - Parks 2016 GO Bond Proceeds Totals			Invoice Transactions 3		\$67,571.51
			Grand Totals			Invoice Transactions 233		\$135,151.21

REGISTER OF SPECIAL CLAIMS

Board:Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
10/4/2019	Claims				135,151.21
9/23/2019	Sales Tax				5,503.29
9/23/2019	Special Utility Claims				1,765.28
					<u>142,419.78</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 \$ 142,419.78

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 Bank Fees Aug 2019

Invoice Date Range 09/29/19 - 09/29/19

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 182001 - Aquatics - Bryan Pool										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523		09/29/2019	09/29/2019	09/29/2019		09/29/2019	40.95
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$40.95
					Program 182001 - Aquatics - Bryan Pool Totals			Invoice Transactions 1		\$40.95
Program 182002 - Aquatics - Mills Pool										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523		09/29/2019	09/29/2019	09/29/2019		09/29/2019	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 182002 - Aquatics - Mills Pool Totals			Invoice Transactions 1		\$5.00
Program 182500 - Frank Southern Center										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523		09/29/2019	09/29/2019	09/29/2019		09/29/2019	306.25
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$306.25
					Program 182500 - Frank Southern Center Totals			Invoice Transactions 1		\$306.25
Program 183500 - Golf Services										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523		09/29/2019	09/29/2019	09/29/2019		09/29/2019	2,891.48
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$2,891.48
					Program 183500 - Golf Services Totals			Invoice Transactions 1		\$2,891.48
Program 184000 - Natural Resources										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523		09/29/2019	09/29/2019	09/29/2019		09/29/2019	12.49
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$12.49
					Program 184000 - Natural Resources Totals			Invoice Transactions 1		\$12.49
Program 187001 - Adult Sports-Softball										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523		09/29/2019	09/29/2019	09/29/2019		09/29/2019	316.55
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$316.55
					Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 1		\$316.55
Program 187202 - Youth Sports-Winslow										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523		09/29/2019	09/29/2019	09/29/2019		09/29/2019	16.77
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$16.77
					Program 187202 - Youth Sports-Winslow Totals			Invoice Transactions 1		\$16.77
Program 187500 - Banneker										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523		09/29/2019	09/29/2019	09/29/2019		09/29/2019	20.50
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$20.50
					Program 187500 - Banneker Totals			Invoice Transactions 1		\$20.50
					Department 18 - Parks & Recreation Totals			Invoice Transactions 8		\$3,609.99
					Fund 200 - Parks and Recreation Gen (S1301) Totals			Invoice Transactions 8		\$3,609.99
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523		09/29/2019	09/29/2019	09/29/2019		09/29/2019	37.32
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$37.32
					Program 181000 - Administration Totals			Invoice Transactions 1		\$37.32
Program 181001 - Health & Wellness										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523		09/29/2019	09/29/2019	09/29/2019		09/29/2019	.65
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$0.65
					Program 181001 - Health & Wellness Totals			Invoice Transactions 1		\$0.65
Program 184500 - Youth Services -Juke Box										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523		09/29/2019	09/29/2019	09/29/2019		09/29/2019	73.15
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$73.15
					Program 184500 - Youth Services -Juke Box Totals			Invoice Transactions 1		\$73.15
Program 184501 - Youth Services-Kid City Camps										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523		09/29/2019	09/29/2019	09/29/2019		09/29/2019	3.63
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$3.63
					Program 184501 - Youth Services-Kid City Camps Totals			Invoice Transactions 1		\$3.63
Program 185000 - Twin Lakes Recreation Center										
Account 53830 - Bank Charges										



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18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523	09/29/2019	09/29/2019	09/29/2019	09/29/2019	629.35
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$629.35
				Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 1		\$629.35
Program 185002 - TLRC-Health & Wellness								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523	09/29/2019	09/29/2019	09/29/2019	09/29/2019	35.36
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$35.36
				Program 185002 - TLRC-Health & Wellness Totals		Invoice Transactions 1		\$35.36
Program 185003 - TLRC-Basketball								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523	09/29/2019	09/29/2019	09/29/2019	09/29/2019	327.28
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$327.28
				Program 185003 - TLRC-Basketball Totals		Invoice Transactions 1		\$327.28
Program 186500 - Community Events								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523	09/29/2019	09/29/2019	09/29/2019	09/29/2019	139.10
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$139.10
				Program 186500 - Community Events Totals		Invoice Transactions 1		\$139.10
Program 186502 - Community Events-Gardens								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523	09/29/2019	09/29/2019	09/29/2019	09/29/2019	4.39
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$4.39
				Program 186502 - Community Events-Gardens Totals		Invoice Transactions 1		\$4.39
Program 186503 - Community Events-Farmers' Market								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523	09/29/2019	09/29/2019	09/29/2019	09/29/2019	19.57
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$19.57
				Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 1		\$19.57
Program 189000 - Operations								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523	09/29/2019	09/29/2019	09/29/2019	09/29/2019	40.63
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$40.63
				Program 189000 - Operations Totals		Invoice Transactions 1		\$40.63
Program 189003 - Operations-Open Shelters								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParksCC082019	18-Parks CC Bank Fees for Aug 2019	Paid by EFT # 31523	09/29/2019	09/29/2019	09/29/2019	09/29/2019	91.22
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$91.22
				Program 189003 - Operations-Open Shelters Totals		Invoice Transactions 1		\$91.22
				Department 18 - Parks & Recreation Totals		Invoice Transactions 12		\$1,401.65
				Fund 201 - Parks and Rec Non Reverting Totals		Invoice Transactions 12		\$1,401.65
				Grand Totals		Invoice Transactions 20		\$5,011.64



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Invoice Date Range 10/02/19 - 10/02/19

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	81234937000919	18- Landlines August Charges	Paid by Check # 70511		10/02/2019	10/02/2019	10/02/2019		10/02/2019	2,017.33
				Account 53210 - Telephone Totals				Invoice Transactions 1		\$2,017.33
				Program 181000 - Administration Totals				Invoice Transactions 1		\$2,017.33
Program 182500 - Frank Southern Center										
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	11905484520913	18-Cable Service 19	Paid by Check # 70513		10/02/2019	10/02/2019	10/02/2019		10/02/2019	93.58
				Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1		\$93.58
				Program 182500 - Frank Southern Center Totals				Invoice Transactions 1		\$93.58
Program 183500 - Golf Services										
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	11904858950919	18-Cable Service 19	Paid by Check # 70514		10/02/2019	10/02/2019	10/02/2019		10/02/2019	112.86
				Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1		\$112.86
				Program 183500 - Golf Services Totals				Invoice Transactions 1		\$112.86
				Department 18 - Parks & Recreation Totals				Invoice Transactions 3		\$2,223.77
				Fund 200 - Parks and Recreation Gen (S1301) Totals				Invoice Transactions 3		\$2,223.77
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	36724092499	18-Satellite Service	Paid by Check # 70516		10/02/2019	10/02/2019	10/02/2019		10/02/2019	211.97
				Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1		\$211.97
				Program 185000 - Twin Lakes Recreation Center Totals				Invoice Transactions 1		\$211.97
				Department 18 - Parks & Recreation Totals				Invoice Transactions 1		\$211.97
				Fund 201 - Parks and Rec Non Reverting Totals				Invoice Transactions 1		\$211.97
				Grand Totals				Invoice Transactions 4		\$2,435.74



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Invoice Date Range 10/07/19 - 10/18/19

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 53910 - Dues and Subscriptions										
53273 - National Recreation & Park Association (NRPA)	12169 - 2020	18-2020 Membership Premier Package.	Paid by EFT # 31690		10/08/2019	10/08/2019	10/18/2019		10/18/2019	1,625.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$1,625.00
Program 181000 - Administration Totals									Invoice Transactions 1	\$1,625.00
Program 181100 - Marketing										
Account 53310 - Printing										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7079	18-skating school postcards	Paid by EFT # 31595		10/08/2019	10/08/2019	10/18/2019		10/18/2019	472.96
53125 - Mr. Copy, INC	34102	18-Cascades Clubhouse grand opening ceremony	Paid by EFT # 31688		10/08/2019	10/08/2019	10/18/2019		10/18/2019	168.30
Account 53310 - Printing Totals									Invoice Transactions 2	\$641.26
Account 53990 - Other Services and Charges										
6830 - Andrew Lambert (Lambert Consulting)	1485	18-Cascades Golf Course social media	Paid by EFT # 31664		10/08/2019	10/08/2019	10/18/2019		10/18/2019	300.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$300.00
Program 181100 - Marketing Totals									Invoice Transactions 3	\$941.26
Program 182001 - Aquatics - Bryan Pool										
Account 53650 - Other Repairs										
298 - Commercial Service Of Bloomington, INC	5187265	18 - Bryan Pool - Repair of leaky pipe	Paid by EFT # 31588		10/08/2019	10/08/2019	10/18/2019		10/18/2019	618.53
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$618.53
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 1	\$618.53
Program 182002 - Aquatics - Mills Pool										
Account 53540 - Natural Gas										
222 - Vectren	5052408489100819	18-Natural Gas September	Paid by Check # 70546		10/07/2019	10/07/2019	10/07/2019		10/07/2019	46.00
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$46.00
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 1	\$46.00
Program 182500 - Frank Southern Center										
Account 52210 - Institutional Supplies										
9269 - HP Products Corporation	14490657	18 - FSC Coffee cups, sleeves, lids	Paid by EFT # 31635		10/08/2019	10/08/2019	10/18/2019		10/18/2019	379.87
5819 - Synchrony Bank	493969986785	18 - FSC Waterless BlueSeal Urinal Trap	Paid by EFT # 31742		10/08/2019	10/08/2019	10/18/2019		10/18/2019	189.72
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	\$569.59
Account 52340 - Other Repairs and Maintenance										
53005 - Menards, INC	34184	18 - 26 gal air compressor for FSC	Paid by Check # 70565		10/08/2019	10/08/2019	10/18/2019		10/18/2019	273.98
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$273.98
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	55446	18 FSC Do Not Grab the Glass Stickers	Paid by EFT # 31611		10/08/2019	10/08/2019	10/18/2019		10/18/2019	60.00
394 - Kleindorfer Hardware & Variety	604002	18-screw, drill bit, bit diver, mount tape, closet	Paid by EFT # 31660		10/08/2019	10/08/2019	10/18/2019		10/18/2019	29.56
5819 - Synchrony Bank	675678496675	18 - FSC Chairs for party room	Paid by EFT # 31742		10/08/2019	10/08/2019	10/18/2019		10/18/2019	66.41
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$155.97
Account 53610 - Building Repairs										
5913 - Becker Arena Products, INC	1020100.1	18 FSC dasher component repair visit	Paid by EFT # 31557		10/08/2019	10/08/2019	10/18/2019		10/18/2019	3,459.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$3,459.00
Account 53650 - Other Repairs										
5913 - Becker Arena Products, INC	1020100.1	18 FSC dasher component repair visit	Paid by EFT # 31557		10/08/2019	10/08/2019	10/18/2019		10/18/2019	3,459.00
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$3,459.00
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	4074	18 - FSC Bathroom BiWeekly Deep Cleaning	Paid by EFT # 31604		10/08/2019	10/08/2019	10/18/2019		10/18/2019	60.00
53657 - Plymate, INC	2871243	18-FSC Rug Cleaning Service	Paid by EFT # 31702		10/08/2019	10/08/2019	10/18/2019		10/18/2019	72.41
53657 - Plymate, INC	2867919	18-FSC Rug Cleaning Service	Paid by EFT # 31702		10/08/2019	10/08/2019	10/18/2019		10/18/2019	41.18
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 3	\$173.59
Account 53990 - Other Services and Charges										
6522 - Harris Carpet Cleaning, LLC	22904	18 - FSC Lobby/Office Carpet Cleaning	Paid by EFT # 31628		10/08/2019	10/08/2019	10/18/2019		10/18/2019	189.60
5316 - Styner Sports Training	92319	18 FSC painting lines in the ice	Paid by Check # 70573		10/08/2019	10/08/2019	10/18/2019		10/18/2019	2,800.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$2,989.60
Program 182500 - Frank Southern Center Totals									Invoice Transactions 13	\$11,080.73
Program 183500 - Golf Services										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	9517	18 - Cascades Industrial Supplies	Paid by Check # 70574		10/08/2019	10/08/2019	10/18/2019		10/18/2019	65.16
5819 - Synchrony Bank	9209	18 - Cascades Industrial Supplies	Paid by Check # 70574		10/08/2019	10/08/2019	10/18/2019		10/18/2019	21.72
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	\$86.88
Account 52220 - Agricultural Supplies										
4458 - SiteOne Landscape Supply Holding, LLC	93625192-001	18 - Chemical - Herbicide	Paid by EFT # 31728		10/08/2019	10/08/2019	10/18/2019		10/18/2019	94.34
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	\$94.34
Account 52230 - Garage and Motor Supplies										
3958 - Kenney Outdoor Solutions, Corp	X02815	18 - Solid Tines	Paid by EFT # 31656		10/08/2019	10/08/2019	10/18/2019		10/18/2019	182.00
4458 - SiteOne Landscape Supply Holding, LLC	93624768-001	18 - Foamer Kit for Sprayer	Paid by EFT # 31728		10/08/2019	10/08/2019	10/18/2019		10/18/2019	1,061.67
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 2	\$1,243.67



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Account 52420 - Other Supplies									
818 - Everywhere Signs, LLC	55041	18-Cascades Golf Course monument sign on Kinser	Paid by EFT # 31611	10/08/2019	10/08/2019	10/18/2019	10/18/2019	3,940.00	
4458 - SiteOne Landscape Supply Holding, LLC	93625060-001	18 - Hazard Stakes	Paid by EFT # 31728	10/08/2019	10/08/2019	10/18/2019	10/18/2019	616.60	
5819 - Synchrony Bank	939567436994	18-Amazon Sign Holders	Paid by EFT # 31742	10/08/2019	10/08/2019	10/18/2019	10/18/2019	13.48	
5819 - Synchrony Bank	679636943848	Rose Hill/Plates for Golf	Paid by EFT # 31742	10/08/2019	10/08/2019	10/18/2019	10/18/2019	13.98	
		18-Amazon Paper Plates for Clubhouse Ribbon							
Account 52420 - Other Supplies Totals								Invoice Transactions 4	\$4,584.06
Account 53540 - Natural Gas									
222 - Vectren	1154625513100719	18-Natural Gas September	Paid by Check # 70546	10/07/2019	10/07/2019	10/07/2019	10/07/2019	15.84	
Account 53540 - Natural Gas Totals								Invoice Transactions 1	\$15.84
Account 53910 - Dues and Subscriptions									
205 - City Of Bloomington	20191186	18-PC Reimb-Mo Co Bldg Dept-demo 3550 N Kinser	Paid by Check # 70552	10/08/2019	10/08/2019	10/18/2019	10/18/2019	75.00	
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1	\$75.00
Account 53990 - Other Services and Charges									
3958 - Kenney Outdoor Solutions, Corp	T00032	18 - Aerifier Rental	Paid by EFT # 31656	10/08/2019	10/08/2019	10/18/2019	10/18/2019	700.00	
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1	\$700.00
Program 183500 - Golf Services Totals								Invoice Transactions 12	\$6,799.79
Program 184000 - Natural Resources									
Account 52210 - Institutional Supplies									
3560 - First Financial Bank / Credit Cards	7217964978593531	18 Walmart Supplies	Paid by Check # 70557	10/08/2019	10/08/2019	10/08/2019	10/18/2019	12.98	
Account 52210 - Institutional Supplies Totals								Invoice Transactions 1	\$12.98
Account 52340 - Other Repairs and Maintenance									
394 - Kleindorfer Hardware & Variety	620928	18-rags, trash bags, graffiti remover	Paid by EFT # 31660	10/08/2019	10/08/2019	10/18/2019	10/18/2019	27.27	
5819 - Synchrony Bank	939543996969	18-Amazon Kevlar Felt Skid Pads for Griffy	Paid by EFT # 31742	10/08/2019	10/08/2019	10/18/2019	10/18/2019	59.77	
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions 2	\$87.04
Account 52420 - Other Supplies									
11589 - Bloomington Cooperative Services (Bloomindfoods)	517224	18-nat res program supplies	Paid by EFT # 31563	10/08/2019	10/08/2019	10/18/2019	10/18/2019	4.42	
3560 - First Financial Bank / Credit Cards	7217964978593531	18 Walmart Supplies	Paid by Check # 70557	10/08/2019	10/08/2019	10/08/2019	10/18/2019	26.68	
Account 52420 - Other Supplies Totals								Invoice Transactions 2	\$31.10
Account 53990 - Other Services and Charges									
121 - Eco Logic, LLC	4359	18-Vegetation Mgmt. @ Griffy Lake NP & Miller	Paid by EFT # 31605	10/08/2019	10/08/2019	10/18/2019	10/18/2019	1,085.00	
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1	\$1,085.00
Program 184000 - Natural Resources Totals								Invoice Transactions 6	\$1,216.12
Program 184500 - Youth Services -Juke Box									
Account 52310 - Building Materials and Supplies									
53657 - Plymate, INC	2871242	18-AJB Entry Floor Mats	Paid by EFT # 31702	10/08/2019	10/08/2019	10/18/2019	10/18/2019	24.71	
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions 1	\$24.71
Account 53610 - Building Repairs									
321 - Harrell Fish, INC	C005050	18-AJB Fall HVAC Maintenance	Paid by EFT # 31627	10/08/2019	10/08/2019	10/18/2019	10/18/2019	330.00	
Account 53610 - Building Repairs Totals								Invoice Transactions 1	\$330.00
Program 184500 - Youth Services -Juke Box Totals								Invoice Transactions 2	\$354.71
Program 187001 - Adult Sports-Softball									
Account 43250 - Player Fees									
John Albertson	2019-00001212	18-Refunds	Paid by Check # 70579	10/08/2019	10/08/2019	10/18/2019	10/18/2019	365.00	
Account 43250 - Player Fees Totals								Invoice Transactions 1	\$365.00
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions 1	\$365.00
Program 187202 - Youth Sports-Winslow									
Account 52420 - Other Supplies									
6996 - 10-S Tennis Supply (Fast Dry Corporation)	142955	18-Hydrogen Peroxide cleaner for sport courts	Paid by EFT # 31537	10/08/2019	10/08/2019	10/18/2019	10/18/2019	201.22	
394 - Kleindorfer Hardware & Variety	620472	18 - Batteries, tape measure, pliers, mouse	Paid by EFT # 31660	10/08/2019	10/08/2019	10/18/2019	10/18/2019	90.17	
Account 52420 - Other Supplies Totals								Invoice Transactions 2	\$291.39
Account 53950 - Landfill									
2260 - Republic Services, INC	0694-002406529	18-Landfill October	Paid by EFT # 31712	10/08/2019	10/08/2019	10/18/2019	10/18/2019	(25.83)	
Account 53950 - Landfill Totals								Invoice Transactions 1	(\$25.83)
Program 187202 - Youth Sports-Winslow Totals								Invoice Transactions 3	\$265.56
Program 187500 - Banneker									
Account 52420 - Other Supplies									
5819 - Synchrony Bank	6124	18-BBCC-Teen Supplies	Paid by Check # 70574	10/08/2019	10/08/2019	10/18/2019	10/18/2019	92.11	
5819 - Synchrony Bank	4291	18-BBCC-Teen Program Supplies	Paid by Check # 70574	10/08/2019	10/08/2019	10/18/2019	10/18/2019	117.12	
798 - Winters Associates Promotional Products, INC	112893	18-BBCC-Cups	Paid by EFT # 31770	10/08/2019	10/08/2019	10/18/2019	10/18/2019	109.45	
798 - Winters Associates Promotional Products, INC	112892	18-BBCC-Buttons	Paid by EFT # 31770	10/08/2019	10/08/2019	10/18/2019	10/18/2019	118.99	
Account 52420 - Other Supplies Totals								Invoice Transactions 4	\$437.67
Account 53140 - Exterminator Services									
4073 - Terminix International	389399248	18-BBCC-IPM	Paid by Check # 70576	10/08/2019	10/08/2019	10/18/2019	10/18/2019	40.00	
Account 53140 - Exterminator Services Totals								Invoice Transactions 1	\$40.00
Account 53540 - Natural Gas									
222 - Vectren	0350745006100719	18-Natural Gas September	Paid by Check # 70546	10/07/2019	10/07/2019	10/07/2019	10/07/2019	46.34	
Account 53540 - Natural Gas Totals								Invoice Transactions 1	\$46.34



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Account 53630 - Machinery and Equipment Repairs		18-BBCC-Fire	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	300.15
392 - Koorsen Fire & Security, INC	4893966	Extinguisher Service	31662					
Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 1		\$300.15				
Account 53990 - Other Services and Charges		18-BBCC-Cleaning	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	300.00
6279 - Destiny Easton (I Shine Cleaning, LLC)	4066		31604					
Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$300.00				
Program 187500 - Banneker Totals		Invoice Transactions 8		\$1,124.16				
Program 189000 - Operations		18-dust mask	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	5.99
Account 52210 - Institutional Supplies			31660					
394 - Kleindorfer Hardware & Variety	619596							
Account 52210 - Institutional Supplies Totals		Invoice Transactions 1		\$5.99				
Account 52310 - Building Materials and Supplies		18-(1) 5-gal bucket form	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	55.99
50637 - Bender Lumber Company INC	1 259471	release for concrete work	31559					
334 - Irving Materials, INC	10770077	18-Concrete pours for	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	408.37
		Crestmont Park	31649					
394 - Kleindorfer Hardware & Variety	620597	18-stud finder and tools	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	47.98
			31660					
394 - Kleindorfer Hardware & Variety	620599	18-bolts, bittstop, drill bit	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	13.43
			31660					
394 - Kleindorfer Hardware & Variety	620701	18-key, shutoff, sharkbite	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	16.98
		connector	31660					
53005 - Menards, INC	34037	18-rebar	Paid by Check #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	189.45
			70565					
53005 - Menards, INC	34496	18-no parking sign, metal	Paid by Check #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	270.81
		baskets, rebar	70565					
Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 7		\$1,003.01				
Account 52340 - Other Repairs and Maintenance		18-coupler	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	2.99
394 - Kleindorfer Hardware & Variety	603866		31660					
394 - Kleindorfer Hardware & Variety	604085	18-gray primer, black	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	71.67
		rust stop	31660					
394 - Kleindorfer Hardware & Variety	620715	18-bits	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	7.97
			31660					
394 - Kleindorfer Hardware & Variety	604431	18-drain cleaner	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	24.99
			31660					
394 - Kleindorfer Hardware & Variety	604336	18-allen wrenches	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	5.79
			31660					
52775 - Landscape Structures, INC	INV-079260	18-Replacement	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	99.78
		hardware (3) Ring Swing	31665					
53005 - Menards, INC	34136	18-100 piece security bit,	Paid by Check #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	15.48
		33 piece security bit	70565					
53005 - Menards, INC	34190	18-hole saw w/arbor 4",	Paid by Check #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	58.20
		weldable sheet	70565					
53005 - Menards, INC	34497	18-Wen plate compactor -	Paid by Check #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	569.00
		Model # 56035	70565					
53005 - Menards, INC	34565	18-soft scrub, stop rust,	Paid by Check #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	68.66
		RV Marine A/F	70565					
786 - Richard's Small Engine, INC	361451	18-weed eater heads	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	89.97
			31714					
476 - Southern Indiana Parts, INC (Napa Auto	284366	18-tailgate handle	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	22.17
Parts)			31730					
Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 12		\$1,036.67				
Account 52420 - Other Supplies		18-mounting tape, caulk	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	11.18
394 - Kleindorfer Hardware & Variety	603558		31660					
394 - Kleindorfer Hardware & Variety	604104	18-shovel, hose nozzle,	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	58.36
		garden hose, plunger	31660					
53005 - Menards, INC	34534	18-fan	Paid by Check #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	14.99
			70565					
53005 - Menards, INC	34639	18-seasoning hickory grill	Paid by Check #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	3.96
			70565					
5819 - Synchro Bank	939567436994	18-Amazon Sign Holders	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	13.66
		Rose Hill/Plates for Golf	31742					
Account 52420 - Other Supplies Totals		Invoice Transactions 5		\$102.15				
Account 52430 - Uniforms and Tools		18-(2) embroidered logo	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	64.69
798 - Winters Associates Promotional Products,	112884	shirts for RFT staff	31770					
Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1		\$64.69				
Account 53130 - Medical		18-(1) Audio re-check for	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	50.00
231 - Indiana University Health Bloomington,	00097511-00	seasonal staff	31643					
Account 53130 - Medical Totals		Invoice Transactions 1		\$50.00				
Account 53540 - Natural Gas		18-Natural Gas	Paid by Check #	10/07/2019	10/07/2019	10/07/2019	10/07/2019	19.08
222 - Vectren	02524097321003	September	70546					
Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$19.08				
Account 53610 - Building Repairs		18-Replacement core for	Paid by Check #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	100.00
1537 - Indiana Door & Hardware Specialties,	4453AA	RH Maint. Bldg.	70561					
Account 53610 - Building Repairs Totals		Invoice Transactions 1		\$100.00				
Account 53920 - Laundry and Other Sanitation Services		18-Uniform & mat	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	6.13
19171 - Aramark Uniform & Career Apparel	1824037039A	laundry services - paid a	31547					
Group, INC								
19171 - Aramark Uniform & Career Apparel	1824063824	18-Uniform & mat	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	16.73
Group, INC		laundry services	31547					
19171 - Aramark Uniform & Career Apparel	1824072839	18-Uniform & mat	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	16.73
Group, INC		laundrv services	31547					
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 3		\$39.59				
Account 53950 - Landfill		18-Landfill September	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	73.37
2260 - Republic Services, INC	0694-002406528		31712					
Account 53950 - Landfill Totals		Invoice Transactions 1		\$73.37				



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Account 53990 - Other Services and Charges								
5187 - Green Dragon Lawn Care, INC	3526	18-Contractual mowing/trimming @ (37)	Paid by EFT # 31624	10/08/2019	10/08/2019	10/18/2019	10/18/2019	7,020.00
5187 - Green Dragon Lawn Care, INC	3527	18-Contractual mowing/trimming @ (37)	Paid by EFT # 31624	10/08/2019	10/08/2019	10/18/2019	10/18/2019	8,830.00
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 2		\$15,850.00
Account 54310 - Improvements Other Than Building								
19741 - Mader Design, LLC	1026	18-Griffy Lake Fishing Pier Design	Paid by EFT # 31672	10/08/2019	10/08/2019	10/18/2019	10/18/2019	6,000.00
		Account 54310 - Improvements Other Than Building Totals				Invoice Transactions 1		\$6,000.00
		Program 189000 - Operations Totals				Invoice Transactions 36		\$24,344.55
Program 189500 - Landscaping								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	603789	18-key, hatchet, cut off wheels	Paid by EFT # 31660	10/08/2019	10/08/2019	10/18/2019	10/18/2019	91.47
		Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$91.47
Account 53130 - Medical								
231 - Indiana University Health Bloomington, INC	00097612-00	18-Hep B vaccine for seasonal staff	Paid by EFT # 31643	10/08/2019	10/08/2019	10/18/2019	10/18/2019	121.00
231 - Indiana University Health Bloomington, INC	00096905-00	18-Hep B vaccine for seasonal staff	Paid by EFT # 31643	10/08/2019	10/08/2019	10/18/2019	10/18/2019	143.00
231 - Indiana University Health Bloomington, INC	00096904-00	18-Hep B vaccine for seasonal staff	Paid by EFT # 31643	10/08/2019	10/08/2019	10/18/2019	10/18/2019	143.00
		Account 53130 - Medical Totals				Invoice Transactions 3		\$407.00
Account 53160 - Instruction								
3560 - First Financial Bank / Credit Cards	173739	18-Pesticide Care/Nicolas Martinez	Paid by Check # 70557	10/08/2019	10/08/2019	10/08/2019	10/18/2019	55.00
3560 - First Financial Bank / Credit Cards	173736	18-Pesticide Care/Callen Aster	Paid by Check # 70557	10/08/2019	10/08/2019	10/08/2019	10/18/2019	55.00
893 - Indiana Native Plant And Wildflower Society, INC	09302019	18- registration for four staff to attend annual	Paid by EFT # 31640	10/08/2019	10/08/2019	10/18/2019	10/18/2019	260.00
		Account 53160 - Instruction Totals				Invoice Transactions 3		\$370.00
Account 53950 - Landfill								
908 - JB Salvage (Westside Auto Parts)	7186	18-Yard Waste September Disposal Fee	Paid by EFT # 31652	10/08/2019	10/08/2019	10/18/2019	10/18/2019	225.00
908 - JB Salvage (Westside Auto Parts)	7187	18-Yard Waste Lower Cascades September	Paid by EFT # 31652	10/08/2019	10/08/2019	10/18/2019	10/18/2019	650.00
		Account 53950 - Landfill Totals				Invoice Transactions 2		\$875.00
		Program 189500 - Landscaping Totals				Invoice Transactions 9		\$1,743.47
Program 189501 - Cemeteries								
Account 52310 - Building Materials and Supplies								
1537 - Indiana Door & Hardware Specialties, INC	4453AA	18-Replacement core for RH Maint. Bldg.	Paid by Check # 70561	10/08/2019	10/08/2019	10/18/2019	10/18/2019	130.00
		Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 1		\$130.00
Account 52340 - Other Repairs and Maintenance								
786 - Richard's Small Engine, INC	361021	18- Hustler mower parts for cemeteries mower	Paid by EFT # 31714	10/08/2019	10/08/2019	10/18/2019	10/18/2019	28.08
		Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 1		\$28.08
Account 52420 - Other Supplies								
53005 - Menards, INC	34141	18- Battery case, mounting tray,	Paid by Check # 70565	10/08/2019	10/08/2019	10/18/2019	10/18/2019	102.38
		Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$102.38
Account 53130 - Medical								
231 - Indiana University Health Bloomington, INC	00097613-00	18-Hep B vaccine for seasonal staff	Paid by EFT # 31643	10/08/2019	10/08/2019	10/18/2019	10/18/2019	121.00
		Account 53130 - Medical Totals				Invoice Transactions 1		\$121.00
Account 53540 - Natural Gas								
222 - Vectren	2150190557100719	18-Natural Gas September	Paid by Check # 70546	10/07/2019	10/07/2019	10/07/2019	10/07/2019	18.40
222 - Vectren	2154628249100819	18-Natural Gas September	Paid by Check # 70546	10/07/2019	10/07/2019	10/07/2019	10/07/2019	17.00
		Account 53540 - Natural Gas Totals				Invoice Transactions 2		\$35.40
		Program 189501 - Cemeteries Totals				Invoice Transactions 6		\$416.86
Program 189503 - Urban Forestry								
Account 52220 - Agricultural Supplies								
3505 - Bloomington Community Orchard	112	18- 15 bare root trees	Paid by EFT # 31562	10/08/2019	10/08/2019	10/18/2019	10/18/2019	479.00
		Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1		\$479.00
Account 53140 - Exterminator Services								
51538 - Economy Termite & Pest Control, INC	28069	18- Wasp nest removal	Paid by EFT # 31607	10/08/2019	10/08/2019	10/18/2019	10/18/2019	50.00
		Account 53140 - Exterminator Services Totals				Invoice Transactions 1		\$50.00
Account 53990 - Other Services and Charges								
51538 - Economy Termite & Pest Control, INC	28069	18- Wasp nest removal	Paid by EFT # 31607	10/08/2019	10/08/2019	10/18/2019	10/18/2019	100.00
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	699	18- Dispose of tree wood waste	Paid by EFT # 31636	10/08/2019	10/08/2019	10/18/2019	10/18/2019	286.00
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 2		\$386.00
		Program 189503 - Urban Forestry Totals				Invoice Transactions 4		\$915.00
		Department 18 - Parks & Recreation Totals				Invoice Transactions 106		\$51,856.74
		Fund 200 - Parks and Recreation Gen (S1301) Totals				Invoice Transactions 106		\$51,856.74
Fund 201 - Parks and Rec Non Reverting								
Account 24105 - Rental Deposit								
Lotus Education and Arts Foundation	2019-00001280	18-Refunds	Paid by Check # 70586	10/08/2019	10/08/2019	10/18/2019	10/18/2019	125.00
Resilience	2019-00001279	18-Refunds	Paid by Check # 70588	10/08/2019	10/08/2019	10/18/2019	10/18/2019	75.00
		Account 24105 - Rental Deposit Totals				Invoice Transactions 2		\$200.00
Department 18 - Parks & Recreation								
Program 181000 - Administration								
Account 43280 - Transaction Fees								



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John Albertson	2019-00001212	18-Refunds	Paid by Check # 70579	10/08/2019	10/08/2019	10/18/2019	10/18/2019	15.00
Account 53990 - Other Services and Charges			Account 43280 - Transaction Fees Totals		Invoice Transactions 1			\$15.00
11611 - Woods Electrical Contractors, INC	1908COBA10A	18 Electric work at Endwright East	Paid by EFT # 31772	10/08/2019	10/08/2019	10/18/2019	10/18/2019	1,125.00
			Account 53990 - Other Services and Charges Totals		Invoice Transactions 1			\$1,125.00
Program 181100 - Marketing			Program 181000 - Administration Totals		Invoice Transactions 2			\$1,140.00
Account 53160 - Instruction								
3094 - Julie Anne Ramey	092219	18-Travel Expenses for NRPA Conference at	Paid by EFT # 31707	10/08/2019	10/08/2019	10/18/2019	10/18/2019	1,176.89
			Account 53160 - Instruction Totals		Invoice Transactions 1			\$1,176.89
Account 53910 - Dues and Subscriptions								
4676 - Creative Brokerage Services, INC (BusinessNetwork)	34902	18-Annual membership Sarah Owen PowerNet	Paid by EFT # 31594	10/08/2019	10/08/2019	10/18/2019	10/18/2019	549.00
			Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1			\$549.00
Program 181100 - Marketing			Program 181100 - Marketing Totals		Invoice Transactions 2			\$1,725.89
Program 182500 - Frank Southern Center								
Account 52420 - Other Supplies								
53005 - Menards, INC	33997	18 FSC cavity insulation fabric for Skate and	Paid by Check # 70565	10/08/2019	10/08/2019	10/18/2019	10/18/2019	19.99
			Account 52420 - Other Supplies Totals		Invoice Transactions 1			\$19.99
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products, INC	112871	18 - FSC Adult Hockey League Jerseys	Paid by EFT # 31770	10/08/2019	10/08/2019	10/18/2019	10/18/2019	2,341.35
			Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1			\$2,341.35
Program 182500 - Frank Southern Center			Program 182500 - Frank Southern Center Totals		Invoice Transactions 2			\$2,361.34
Program 182501 - Frank Southern Center Concession								
Account 52330 - Street , Alley, and Sewer Material								
5819 - Synchrony Bank	4721	18 - FSC Sams Club concession purchases	Paid by Check # 70574	10/08/2019	10/08/2019	10/18/2019	10/18/2019	816.89
			Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 1			\$816.89
Program 182501 - Frank Southern Center Concession			Program 182501 - Frank Southern Center Concession Totals		Invoice Transactions 1			\$816.89
Program 183500 - Golf Services								
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	50788082	18 - Chemicals	Paid by EFT # 31542	10/08/2019	10/08/2019	10/18/2019	10/18/2019	3,363.33
			Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1			\$3,363.33
Account 52330 - Street , Alley, and Sewer Material								
38 - B & B Food Distributors, INC	164172	18 - Snack Bar Items	Paid by EFT # 31549	10/08/2019	10/08/2019	10/18/2019	10/18/2019	344.73
38 - B & B Food Distributors, INC	164979	18 - Snack Bar Items	Paid by EFT # 31549	10/08/2019	10/08/2019	10/18/2019	10/18/2019	228.84
205 - City Of Bloomington	295319	18 - Best Beers	Paid by Check # 70554	10/08/2019	10/08/2019	10/18/2019	10/18/2019	225.00
5969 - Coca Cola Bottling CO. Consolidated	2056203112	18 - Cascades - Bottled Drinks	Paid by EFT # 31586	10/08/2019	10/08/2019	10/18/2019	10/18/2019	192.47
5969 - Coca Cola Bottling CO. Consolidated	2056203148	18 - Cascades - Bottled Drinks	Paid by EFT # 31586	10/08/2019	10/08/2019	10/18/2019	10/18/2019	294.20
5819 - Synchrony Bank	8709	18 - Cascades Snack Bar Items	Paid by Check # 70574	10/08/2019	10/08/2019	10/18/2019	10/18/2019	47.26
5819 - Synchrony Bank	6707	18 - Cascades Snack Bar Items	Paid by Check # 70574	10/08/2019	10/08/2019	10/18/2019	10/18/2019	155.60
5819 - Synchrony Bank	9518	18 - Cascades Snack Bar Items	Paid by Check # 70574	10/08/2019	10/08/2019	10/18/2019	10/18/2019	44.35
5819 - Synchrony Bank	9210	18 - Cascades Snack Bar Items	Paid by Check # 70574	10/08/2019	10/08/2019	10/18/2019	10/18/2019	56.05
			Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 9			\$1,588.50
Account 52420 - Other Supplies								
53005 - Menards, INC	34715	18-supplies for Cascades new pro shop/clubhouse	Paid by Check # 70565	10/08/2019	10/08/2019	10/18/2019	10/18/2019	193.47
53005 - Menards, INC	34469	18-dolly, trash cans, soap, powerstrip	Paid by Check # 70565	10/08/2019	10/08/2019	10/18/2019	10/18/2019	231.17
			Account 52420 - Other Supplies Totals		Invoice Transactions 2			\$424.64
Program 183500 - Golf Services			Program 183500 - Golf Services Totals		Invoice Transactions 12			\$5,376.47
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street , Alley, and Sewer Material								
4072 - Acushnet Company	908167581	18 - Merchandise, hats, clubs, balls	Paid by Check # 70550	10/08/2019	10/08/2019	10/18/2019	10/18/2019	186.94
4072 - Acushnet Company	908135029	18 - Clubs, hats, shirts, shoes, and balls	Paid by Check # 70550	10/08/2019	10/08/2019	10/18/2019	10/18/2019	939.90
4072 - Acushnet Company	908128645	18 - Clubs, hats, shirts, shoes, and balls	Paid by Check # 70550	10/08/2019	10/08/2019	10/18/2019	10/18/2019	1,049.60
4072 - Acushnet Company	908102593	18 - Clubs, hats, shirts, shoes, and balls	Paid by Check # 70550	10/08/2019	10/08/2019	10/18/2019	10/18/2019	601.72
4465 - Mike Allen (Tour Guide Golf)	207959	18 - Drizzlesticks	Paid by Check # 70551	10/08/2019	10/08/2019	10/18/2019	10/18/2019	289.43
4356 - Dynamic Brands, LLC (Devant Sports Towels)	1NV1312047	18 - Hi-Def Towels	Paid by Check # 70556	10/08/2019	10/08/2019	10/18/2019	10/18/2019	659.53
			Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 6			\$3,727.12
Program 183501 - Golf Course - Pro Shop			Program 183501 - Golf Course - Pro Shop Totals		Invoice Transactions 6			\$3,727.12
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								
53005 - Menards, INC	34974	18- black tealights for Kid City Breakdays activity	Paid by Check # 70565	10/08/2019	10/08/2019	10/18/2019	10/18/2019	15.96
			Account 52420 - Other Supplies Totals		Invoice Transactions 1			\$15.96
Program 184501 - Youth Services-Kid City Camps			Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 1			\$15.96
Program 185000 - Twin Lakes Recreation Center								
Account 43410 - Advertising								
6385 - RTU, INC (Cartvertising)	SN1666094	18- TLRC advertising- 1 year	Paid by Check # 70570	10/08/2019	10/08/2019	10/18/2019	10/18/2019	408.33
			Account 43410 - Advertising Totals		Invoice Transactions 1			\$408.33



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Account 52420 - Other Supplies								
6157 - Kratz Sporting Goods, INC	13793	18- TLRC - Basketball Goal Nets	Paid by EFT # 31663	10/08/2019	10/08/2019	10/18/2019	10/18/2019	377.00
Account 52420 - Other Supplies Totals				Invoice Transactions 1				377.00
Account 53540 - Natural Gas								
222 - Vectren	0252765623100319	18-Natural Gas September	Paid by Check # 70546	10/07/2019	10/07/2019	10/07/2019	10/07/2019	99.43
Account 53540 - Natural Gas Totals				Invoice Transactions 1				99.43
Account 53610 - Building Repairs								
53657 - Plymate, INC	2871235	18 - TLRC Entry Mat Service	Paid by EFT # 31702	10/08/2019	10/08/2019	10/18/2019	10/18/2019	75.99
Account 53610 - Building Repairs Totals				Invoice Transactions 1				75.99
Program 185000 - Twin Lakes Recreation Center Totals				Invoice Transactions 4				960.75
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	092619	18-TLRC Fitness Specialist	Paid by EFT # 31551	10/08/2019	10/08/2019	10/18/2019	10/18/2019	50.00
13007 - Valeria A Decastro	100319	18-TLRC Fitness Specialist	Paid by EFT # 31600	10/08/2019	10/08/2019	10/18/2019	10/18/2019	150.00
5274 - Catherine T Gossett	100319	18-TLRC Fitness Specialist	Paid by EFT # 31620	10/08/2019	10/08/2019	10/18/2019	10/18/2019	265.00
6602 - Pendah Jallow	100319	18-TLRC Fitness Specialist	Paid by EFT # 31651	10/08/2019	10/08/2019	10/18/2019	10/18/2019	120.00
7085 - Anna Khachatryan	09302019	18-TLRC Fitness Specialist	Paid by EFT # 31657	10/08/2019	10/08/2019	10/18/2019	10/18/2019	50.00
1336 - Kristy L LeVert	100319	18-TLRC Fitness Specialist	Paid by EFT # 31667	10/08/2019	10/08/2019	10/18/2019	10/18/2019	156.25
7086 - Rivkah L Moore	092719	18-TLRC Fitness Specialist	Paid by EFT # 31686	10/08/2019	10/08/2019	10/18/2019	10/18/2019	50.00
5007 - Emeline P O'Connor	100319	18-TLRC Fitness Specialist	Paid by EFT # 31695	10/08/2019	10/08/2019	10/18/2019	10/18/2019	150.00
14093 - Allana Radecki	100219	18-TLRC Fitness Specialist	Paid by EFT # 31706	10/08/2019	10/08/2019	10/18/2019	10/18/2019	375.00
1973 - Megan M Stark	100419	18-TLRC Fitness Specialist	Paid by EFT # 31734	10/08/2019	10/08/2019	10/18/2019	10/18/2019	450.00
6722 - Claire Sunkel	100119	18-TLRC Fitness Specialist	Paid by EFT # 31739	10/08/2019	10/08/2019	10/18/2019	10/18/2019	100.00
5222 - Zane S Yeager	100219	18-TLRC Fitness Specialist	Paid by EFT # 31773	10/08/2019	10/08/2019	10/18/2019	10/18/2019	125.00
Account 53940 - Temporary Contractual Employee Totals				Invoice Transactions 12				2,041.25
Program 185002 - TLRC-Health & Wellness Totals				Invoice Transactions 12				2,041.25
Program 185003 - TLRC-Basketball								
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T92558	18- TLRC BYB Season I Shirts	Paid by EFT # 31743	10/08/2019	10/08/2019	10/18/2019	10/18/2019	1,301.50
Account 52430 - Uniforms and Tools Totals				Invoice Transactions 1				1,301.50
Account 53940 - Temporary Contractual Employee								
5005 - Jon Mitchell Hillenburg	092619	18- TLRC BYB Season I Instructor- Hillenburg	Paid by EFT # 31631	10/08/2019	10/08/2019	10/18/2019	10/18/2019	240.00
5733 - Thomas C Weakley	092619	18- TLRC BYB Season I Instructor- Weakley	Paid by EFT # 31759	10/08/2019	10/08/2019	10/18/2019	10/18/2019	1,200.00
Account 53940 - Temporary Contractual Employee Totals				Invoice Transactions 2				1,440.00
Program 185003 - TLRC-Basketball Totals				Invoice Transactions 3				2,741.50
Program 185006 - TLRC-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	6801208881	18 - TLRC Concessions Open PO	Paid by EFT # 31586	10/08/2019	10/08/2019	10/18/2019	10/18/2019	630.16
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice Transactions 1				630.16
Program 185006 - TLRC-Concessions Totals				Invoice Transactions 1				630.16
Program 186500 - Community Events								
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards	7217964978593531	18 Walmart Supplies	Paid by Check # 70557	10/08/2019	10/08/2019	10/08/2019	10/18/2019	44.14
Account 52420 - Other Supplies Totals				Invoice Transactions 1				44.14
Account 53160 - Instruction								
3560 - First Financial Bank / Credit Cards	092319	18-NRPA Reg	Paid by Check # 70557	10/08/2019	10/08/2019	10/08/2019	10/18/2019	65.00
Account 53160 - Instruction Totals				Invoice Transactions 1				65.00
Account 53230 - Travel								
2019 - Leslie Brinson	092219	18-NRPA Conference Travel Expenses	Paid by EFT # 31569	10/08/2019	10/08/2019	10/18/2019	10/18/2019	320.00
3560 - First Financial Bank / Credit Cards	470353561	18-NRPA Reg/Hotel Baltimore	Paid by Check # 70557	10/08/2019	10/08/2019	10/08/2019	10/18/2019	873.20
6632 - Jessica Klein	092219	18-Travel Expenses for NRPA Conference	Paid by EFT # 31659	10/08/2019	10/08/2019	10/18/2019	10/18/2019	330.00
Account 53230 - Travel Totals				Invoice Transactions 3				1,523.20
Account 53990 - Other Services and Charges								
3814 - Paula Jane Chambers	92719	18 - Hudson Posse Performance in Peoples	Paid by EFT # 31579	10/08/2019	10/08/2019	10/18/2019	10/18/2019	200.00
7038 - Amie Crites (Speak 2 Your Soul,INC)	001	18-Painting activity at Glow in the Park event	Paid by EFT # 31596	10/08/2019	10/08/2019	10/18/2019	10/18/2019	150.00
6969 - Timothy J Wagner	1903	18 - Performance in Peoples Park 9/28/19	Paid by EFT # 31758	10/08/2019	10/08/2019	10/18/2019	10/18/2019	50.00
55092 - WonderLab Museum of Science, Health & Technology	10563333	18 - Program in Peoples Park 9/25/19	Paid by EFT # 31771	10/08/2019	10/08/2019	10/18/2019	10/18/2019	100.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 4				500.00
Program 186500 - Community Events Totals				Invoice Transactions 9				2,132.34
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	618139	18- Visqueen	Paid by EFT # 31660	10/08/2019	10/08/2019	10/18/2019	10/18/2019	56.99
Account 52420 - Other Supplies Totals				Invoice Transactions 1				56.99
Account 53940 - Temporary Contractual Employee								



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Invoice Date Range 10/07/19 - 10/18/19

6592 - Christopher Salem Willard	092519	18 - Gardening Class Instruction	Paid by EFT # 31767	10/08/2019	10/08/2019	10/18/2019	10/18/2019	90.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 1		\$90.00
			Program 186502 - Community Events-Gardens Totals			Invoice Transactions 2		\$146.99
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								
4360 - Earth Song Farm, LLC	1966	Market Bucks and Gift Certificates	Paid by EFT # 31603	10/08/2019	10/08/2019	10/18/2019	10/18/2019	40.00
4281 - Living Roots, INC	1959	Market Bucks and Gift Certificates	Paid by EFT # 31668	10/08/2019	10/08/2019	10/18/2019	10/18/2019	125.00
17671 - John A McMahan	1954	Market Bucks and Gift Certificates	Paid by Check # 70564	10/08/2019	10/08/2019	10/18/2019	10/18/2019	5.00
7086 - Rivkah L Moore	1957	Market Bucks and Gift Certificates	Paid by EFT # 31686	10/08/2019	10/08/2019	10/18/2019	10/18/2019	20.00
12422 - Kip Schlegel	1955	Market Bucks and Gift Certificates	Paid by EFT # 31718	10/08/2019	10/08/2019	10/18/2019	10/18/2019	5.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1952	Market Bucks and Gift Certificates	Paid by EFT # 31723	10/08/2019	10/08/2019	10/18/2019	10/18/2019	10.00
6618 - James Sigman	1961	Market Bucks and Gift Certificates	Paid by EFT # 31725	10/08/2019	10/08/2019	10/18/2019	10/18/2019	5.00
5673 - Stephen Stoll	1969	Market Bucks and Gift Certificates	Paid by EFT # 31736	10/08/2019	10/08/2019	10/18/2019	10/18/2019	10.00
2508 - Sweet Claire, LLC	1956	Gift Certificates	Paid by EFT # 31740	10/08/2019	10/08/2019	10/18/2019	10/18/2019	5.00
6623 - Twilight Dairy, LLC	1944	Market Bucks and Gift Certificates	Paid by EFT # 31755	10/08/2019	10/08/2019	10/18/2019	10/18/2019	20.00
			Account 47230 - Gift Certificate Totals			Invoice Transactions 10		\$245.00
Account 47240 - EBT Market Bucks								
17532 - Kimberley Beesley-Shatto	1950	Market Bucks	Paid by EFT # 31558	10/08/2019	10/08/2019	10/18/2019	10/18/2019	51.00
5705 - Canku Luta, INC	1947	Market Bucks	Paid by EFT # 31574	10/08/2019	10/08/2019	10/18/2019	10/18/2019	129.00
3973 - Amanda Corry	1958	Market Bucks	Paid by EFT # 31592	10/08/2019	10/08/2019	10/18/2019	10/18/2019	147.00
4360 - Earth Song Farm, LLC	1966	Market Bucks and Gift Certificates	Paid by EFT # 31603	10/08/2019	10/08/2019	10/18/2019	10/18/2019	243.00
2458 - Jason L Hobson (Sycamore Run Farm)	1968	Market Bucks	Paid by EFT # 31633	10/08/2019	10/08/2019	10/18/2019	10/18/2019	72.00
4281 - Living Roots, INC	1959	Market Bucks and Gift Certificates	Paid by EFT # 31668	10/08/2019	10/08/2019	10/18/2019	10/18/2019	930.00
4281 - Living Roots, INC	1962	Market Bucks	Paid by EFT # 31668	10/08/2019	10/08/2019	10/18/2019	10/18/2019	597.00
17671 - John A McMahan	1954	Market Bucks and Gift Certificates	Paid by Check # 70564	10/08/2019	10/08/2019	10/18/2019	10/18/2019	39.00
5079 - Louise Miracle	1964	Market Bucks	Paid by EFT # 31681	10/08/2019	10/08/2019	10/18/2019	10/18/2019	3.00
7086 - Rivkah L Moore	1957	Market Bucks and Gift Certificates	Paid by EFT # 31686	10/08/2019	10/08/2019	10/18/2019	10/18/2019	36.00
3981 - Muddy Fork Farm & Bakery, LLC	1945	Market Bucks	Paid by EFT # 31689	10/08/2019	10/08/2019	10/18/2019	10/18/2019	24.00
3981 - Muddy Fork Farm & Bakery, LLC	1963	Market Bucks	Paid by EFT # 31689	10/08/2019	10/08/2019	10/18/2019	10/18/2019	18.00
4423 - New Ground Farm, LLC (Michael B Record)	1965	Market Bucks	Paid by EFT # 31693	10/08/2019	10/08/2019	10/18/2019	10/18/2019	150.00
12414 - Allan F Paton	1948	Market Bucks	Paid by EFT # 31700	10/08/2019	10/08/2019	10/18/2019	10/18/2019	15.00
5668 - Red Frazier Bison, LLP	1953	Market Bucks	Paid by EFT # 31709	10/08/2019	10/08/2019	10/18/2019	10/18/2019	24.00
14571 - Melvin E Reeves	1951	Market Bucks	Paid by EFT # 31711	10/08/2019	10/08/2019	10/18/2019	10/18/2019	9.00
12430 - Luke Rhodes	1967	Market Bucks	Paid by EFT # 31713	10/08/2019	10/08/2019	10/18/2019	10/18/2019	36.00
12422 - Kip Schlegel	1955	Market Bucks and Gift Certificates	Paid by EFT # 31718	10/08/2019	10/08/2019	10/18/2019	10/18/2019	30.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1952	Market Bucks and Gift Certificates	Paid by EFT # 31723	10/08/2019	10/08/2019	10/18/2019	10/18/2019	21.00
6618 - James Sigman	1961	Market Bucks and Gift Certificates	Paid by EFT # 31725	10/08/2019	10/08/2019	10/18/2019	10/18/2019	36.00
2496 - Galen Jay Stoll	1970	Market Bucks	Paid by Check # 70572	10/08/2019	10/08/2019	10/18/2019	10/18/2019	12.00
5673 - Stephen Stoll	1969	Market Bucks and Gift Certificates	Paid by EFT # 31736	10/08/2019	10/08/2019	10/18/2019	10/18/2019	48.00
6623 - Twilight Dairy, LLC	1944	Market Bucks and Gift Certificates	Paid by EFT # 31755	10/08/2019	10/08/2019	10/18/2019	10/18/2019	30.00
12424 - Daniel L Weber	1960	Market Bucks	Paid by EFT # 31760	10/08/2019	10/08/2019	10/18/2019	10/18/2019	18.00
5752 - Wild Alaska Salmon & Seafood, INC	1949	Market Bucks	Paid by EFT # 31766	10/08/2019	10/08/2019	10/18/2019	10/18/2019	75.00
			Account 47240 - EBT Market Bucks Totals			Invoice Transactions 25		\$2,793.00
Account 52420 - Other Supplies								
4360 - Earth Song Farm, LLC	082319	18- Apples for Apple Tasting 10/5	Paid by EFT # 31603	10/08/2019	10/08/2019	10/18/2019	10/18/2019	75.00
18520 - Kevin L Graber	100519	18- Apples for Apple Tasting 10/5	Paid by EFT # 31621	10/08/2019	10/08/2019	10/18/2019	10/18/2019	15.00
5200 - Chester L Lehman (Olde Lane Orchard)	8294-1	18- Apples for Apple Tasting 10/5	Paid by EFT # 31666	10/08/2019	10/08/2019	10/18/2019	10/18/2019	144.00
12405 - Titus Raber	426332	18- Apples for Apple Tasting 10/5	Paid by EFT # 31705	10/08/2019	10/08/2019	10/18/2019	10/18/2019	9.00
6618 - James Sigman	100519	18- Apples for Apple Tasting 10/5	Paid by EFT # 31725	10/08/2019	10/08/2019	10/18/2019	10/18/2019	100.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 5		\$343.00
Account 52430 - Uniforms and Tools								
11693 - The Award Center, INC	59238	18- Market Name Tags	Paid by EFT # 31746	10/08/2019	10/08/2019	10/18/2019	10/18/2019	30.00
			Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1		\$30.00
Account 53940 - Temporary Contractual Employee								
5865 - Sean N Breeden-Ost	091419	18 - Market - Mushroom Inspections	Paid by EFT # 31567	10/08/2019	10/08/2019	10/18/2019	10/18/2019	150.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 1		\$150.00



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Invoice Date Range 10/07/19 - 10/18/19

Program 186503 - Community Events-Farmers' Market Totals			Invoice Transactions 42				\$3,561.00
Program 187001 - Adult Sports-Softball							
Account 43270 - Registration Fees							
John Albertson	2019-00001212	18-Refunds	Paid by Check # 70579	10/08/2019	10/08/2019	10/18/2019	295.00
Account 43270 - Registration Fees Totals			Invoice Transactions 1				\$295.00
Account 52420 - Other Supplies							
818 - Everywhere Signs, LLC	55530	18- TLSP Fixing lights	Paid by EFT # 31611	10/08/2019	10/08/2019	10/18/2019	1,165.00
Account 52420 - Other Supplies Totals			Invoice Transactions 1				\$1,165.00
Account 53940 - Temporary Contractual Employee							
20105 - Brandon B Chambers	0912919	18-Adult Softball Umpire	Paid by EFT # 31578	10/08/2019	10/08/2019	10/18/2019	240.00
2501 - Christopher M Cochran	092419	18-Adult Softball Umpire	Paid by EFT # 31587	10/08/2019	10/08/2019	10/18/2019	186.00
17565 - Michael B Hicks (Contractual)	092919	18-Adult Softball Umpire	Paid by EFT # 31629	10/08/2019	10/08/2019	10/18/2019	486.00
6443 - David Joseph Huss	092619	18-Adult Softball Umpire	Paid by EFT # 31637	10/08/2019	10/08/2019	10/18/2019	342.00
557 - Vicki Lynn Minder	092919	18-Adult Softball Umpire	Paid by EFT # 31680	10/08/2019	10/08/2019	10/18/2019	216.00
3868 - Orion Saft	092919	18-Adult Softball Umpire	Paid by EFT # 31717	10/08/2019	10/08/2019	10/18/2019	474.00
6962 - Glen William Schulz	092619	18-Adult Softball Umpire	Paid by EFT # 31720	10/08/2019	10/08/2019	10/18/2019	366.00
6526 - Craig T Sparks	092719	18-Adult Softball Umpire	Paid by EFT # 31731	10/08/2019	10/08/2019	10/18/2019	180.00
4939 - Charles W Stone	092519	18-Adult Softball Umpire	Paid by EFT # 31737	10/08/2019	10/08/2019	10/18/2019	60.00
1024 - Donald E Wertz	092419	18-Adult Softball Umpire	Paid by EFT # 31761	10/08/2019	10/08/2019	10/18/2019	183.00
6470 - Adriann Nicole Wilson	092619	18-Adult Softball Umpire	Paid by EFT # 31769	10/08/2019	10/08/2019	10/18/2019	246.00
Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 11				\$2,979.00
Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 13				\$4,439.00
Program 187006 - Adult Sports-Concessions							
Account 52330 - Street, Alley, and Sewer Material							
4020 - Bajco 100, LLC (Papa Johns)	52591-19-0273	18- TLSP Papa John's Pizza for resale in	Paid by EFT # 31550	10/08/2019	10/08/2019	10/18/2019	59.25
5819 - Synchrony Bank	4719	18- TLSP Concession Products	Paid by Check # 70574	10/08/2019	10/08/2019	10/18/2019	85.86
5819 - Synchrony Bank	5823	18- TLSP Concession Products	Paid by Check # 70574	10/08/2019	10/08/2019	10/18/2019	33.12
Account 52330 - Street, Alley, and Sewer Material Totals			Invoice Transactions 3				\$178.23
Program 187006 - Adult Sports-Concessions Totals			Invoice Transactions 3				\$178.23
Program 189000 - Operations							
Account 53990 - Other Services and Charges							
2123 - Jerico Metal Specialties, LLC	19-1033-1	18-Repair of aluminum guardrail @ Miller	Paid by EFT # 31653	10/08/2019	10/08/2019	10/18/2019	5,620.00
5819 - Synchrony Bank	6819	18-Supplies & Lunch for Staff Training	Paid by Check # 70574	10/08/2019	10/08/2019	10/18/2019	312.27
Account 53990 - Other Services and Charges Totals			Invoice Transactions 2				\$5,932.27
Program 189000 - Operations Totals			Invoice Transactions 2				\$5,932.27
Program 189001 - Cell Tower							
Account 53990 - Other Services and Charges							
2123 - Jerico Metal Specialties, LLC	19-1033-1	18-Repair of aluminum guardrail @ Miller	Paid by EFT # 31653	10/08/2019	10/08/2019	10/18/2019	5,000.00
Account 53990 - Other Services and Charges Totals			Invoice Transactions 1				\$5,000.00
Program 189001 - Cell Tower Totals			Invoice Transactions 1				\$5,000.00
Program 189003 - Operations-Open Shelters							
Account 53990 - Other Services and Charges							
2123 - Jerico Metal Specialties, LLC	19-1033-1	18-Repair of aluminum guardrail @ Miller	Paid by EFT # 31653	10/08/2019	10/08/2019	10/18/2019	3,000.00
Account 53990 - Other Services and Charges Totals			Invoice Transactions 1				\$3,000.00
Program 189003 - Operations-Open Shelters Totals			Invoice Transactions 1				\$3,000.00
Program 189006 - Switchyard Property							
Account 53990 - Other Services and Charges							
205 - City Of Bloomington	000347866	18-PC Reimb-Mo Co Rec-rec utility (Vec) easement	Paid by Check # 70552	10/08/2019	10/08/2019	10/18/2019	25.00
Account 53990 - Other Services and Charges Totals			Invoice Transactions 1				\$25.00
Program 189006 - Switchyard Property Totals			Invoice Transactions 1				\$25.00
Program G18009 - 2018-2022 Leonard Springs Nature							
Account 52420 - Other Supplies							
11589 - Bloomington Cooperative Services (Bloominfoods)	516994	18-LSND volunteer snacks	Paid by EFT # 31563	10/08/2019	10/08/2019	10/18/2019	17.37
11589 - Bloomington Cooperative Services (Bloominfoods)	535475	18-LSND volunteer snacks	Paid by EFT # 31563	10/08/2019	10/08/2019	10/18/2019	10.38
Account 52420 - Other Supplies Totals			Invoice Transactions 2				\$27.75
Program G18009 - 2018-2022 Leonard Springs Nature Totals			Invoice Transactions 2				\$27.75
Department 18 - Parks & Recreation Totals			Invoice Transactions 122				\$45,979.91
Fund 201 - Parks and Rec Non Reverting Totals			Invoice Transactions 124				\$46,179.91
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							
138 - Goody & Sons, INC	G 9329	18-Manitowoc TYF-0300A Ice Machine with Bin new	Paid by EFT # 31619	10/08/2019	10/08/2019	10/18/2019	4,380.00
6728 - Precision Quality Contracting, LLC	INCOB190173	18-wiring and fire stops to connect new	Paid by EFT # 31703	10/08/2019	10/08/2019	10/18/2019	19,429.70
6728 - Precision Quality Contracting, LLC	INCOB190173A	18-Relay rack and overhead for Cascades	Paid by EFT # 31703	10/08/2019	10/08/2019	10/18/2019	525.00
4175 - The Stables Events, LLC (Izzy's Rentals)	8976	18-Temporary Restroom rentals during	Paid by EFT # 31748	10/08/2019	10/08/2019	10/18/2019	555.00



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Invoice Date Range 10/07/19 - 10/18/19

6801 - Williams Scotsman, INC	4292750	18-Storage Rental	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	(61.93)
		Cascades Clubhouse-	31768					
6801 - Williams Scotsman, INC	6876455	18-Storage Rental	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	(1,197.28)
		Cascades Clubhouse-	31768					
6801 - Williams Scotsman, INC	6830885	18-Storage Rental	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	1,507.74
		Cascades Clubhouse	31768					
6801 - Williams Scotsman, INC	7097924	18-Storage Rental	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	224.94
		Cascades Clubhouse	31768					
6801 - Williams Scotsman, INC	7009143	18-Storage Rental	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	224.94
		Cascades Clubhouse	31768					
6801 - Williams Scotsman, INC	6918847	18-Storage Rental	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	224.94
		Cascades Clubhouse	31768					
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 10		\$25,813.05
Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals						Invoice Transactions 10		\$25,813.05
Program 18016D - 2016 D Lower Cascades								
Account 54510 - Other Capital Outlays								
19741 - Mader Design, LLC	1027	18- Cascades Green Yard	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	721.10
		Waste Design	31672					
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$721.10
Program 18016D - 2016 D Lower Cascades Totals						Invoice Transactions 1		\$721.10
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA								
Account 54510 - Other Capital Outlays								
334 - Irving Materials, INC	10770805	18-Concrete pours for	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	549.75
		Crestmont Park	31649					
334 - Irving Materials, INC	10770077	18-Concrete pours for	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	247.13
		Crestmont Park	31649					
334 - Irving Materials, INC	10774202	18-Concrete pours for	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	480.00
		Crestmont Park	31649					
334 - Irving Materials, INC	10773301	18-Concrete pours for	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	597.00
		Crestmont Park	31649					
334 - Irving Materials, INC	10772445	18-Concrete pours for	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	655.50
		Crestmont Park	31649					
5816 - Tennis Technology, INC	4231	GOB sports surface	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	29,500.00
		coating project	31745					
351 - Young Trucking, INC	103355	18-Stone (#11 & #53)	Paid by EFT #	10/08/2019	10/08/2019	10/18/2019	10/18/2019	597.22
		for Crestmont Playground	31775					
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 7		\$32,626.60
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals						Invoice Transactions 7		\$32,626.60
Department 18 - Parks & Recreation Totals						Invoice Transactions 18		\$59,160.75
Fund 977 - Parks 2016 GO Bond Proceeds Totals						Invoice Transactions 18		\$59,160.75
Grand Totals						Invoice Transactions 248		\$157,197.40

REGISTER OF SPECIAL CLAIMS

Board:Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/29/2019	Bank Fees				5,011.64
10/18/2019	Claims				157,197.40
	Sales Tax				
10/2/2019	Special Utility Claims				2,435.74
					<u>164,644.78</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 \$ 164,644.78

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_____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/27/2019	Payroll				157,980.48
					<u>157,980.48</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 \$ 157,980.48

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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
10/11/2019	Payroll				165,925.16
					<u>165,925.16</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 \$ 165,925.16

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 _____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2019-00015320	BA	GL	10/07/2019	Budget Amendment - Endwright East				
G/L Date	G/L Account Number	Account Description		Description		Source	Increase Amount		Decrease Amount
10/07/2019	201-18-181000-53990	Other Services and Charges		Budget Amendment - Endwright East			1,125.00	.00	
Number of Entries: 1							1,125.00	\$.00	



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2019-00014822	BA	GL	09/27/2019	Budget Amendment-OPS Division NR'ng				
G/L Date	G/L Account Number	Account Description			Description	Source		Increase Amount	Decrease Amount
09/27/2019	201-18-189000-52420	Other Supplies			Budget Amendment-OPS Division NR'ng			2,500.00	.00
Number of Entries: 1								2,500.00	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2019-00014608	BA	GL	09/25/2019	Budget Amendment-OPS Division NR'ng Lines				
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount			
09/25/2019	201-18-184000-53830	Bank Charges	Budget Amendment-OPS Division NR'ng Lines		1,250.00	.00			
09/25/2019	201-18-189000-53830	Bank Charges	Budget Amendment-OPS Division NR'ng Lines		100.00	.00			
09/25/2019	201-18-189000-53990	Other Services and Charges	Budget Amendment-OPS Division NR'ng Lines		4,000.00	.00			
09/25/2019	201-18-189003-53830	Bank Charges	Budget Amendment-OPS Division NR'ng Lines		1,000.00	.00			
Number of Entries: 4					\$6,350.00	\$.00			



REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2018	2018	2018	2018	2019	2019	2019	
September	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	September	to date	Budget	September	to date	change
General Fund								
Administration	621,708	750,225	527,199	70.27%	754,420	532,240	70.55%	0.96%
Health & Wellness	105,923	104,807	80,616	76.92%	82,869	79,117	97.28%	-1.86%
Community Relations	414,953	391,579	305,953	78.13%	460,058	283,501	66.50%	-7.34%
Aquatics	328,839	283,787	265,918	93.70%	312,312	294,447	94.28%	10.73%
Frank Southern Center	359,800	354,519	221,875	62.58%	359,863	186,196	51.74%	-16.08%
Golf Services	935,271	959,712	797,870	83.14%	1,010,569	816,064	80.75%	2.28%
Natural Resources	385,366	369,344	281,148	76.12%	396,163	250,408	63.21%	-10.93%
Youth Programs	60,195	59,033	46,675	79.07%	64,888	48,665	75.00%	4.26%
TLRC	284,750	283,707	217,307	76.60%	287,976	221,727	76.99%	2.03%
Community Events	414,238	399,144	314,543	78.80%	407,645	281,348	69.02%	-10.55%
Adult Sports	323,760	272,567	222,123	81.49%	242,956	224,616	92.45%	1.12%
Youth Sports	271,744	293,957	251,211	85.46%	225,060	207,394	92.15%	-17.44%
BBCC	289,803	304,133	246,277	80.98%	320,540	250,615	78.19%	1.76%
Inclusive Recreation	78,403	77,988	62,808	80.53%	82,561	66,411	80.44%	5.74%
Operations	1,815,107	1,612,174	1,222,819	75.85%	1,964,968	1,359,215	69.17%	11.15%
Switchyard Property					47,452	4,286		
Landscaping	303,041	283,395	207,018	73.05%	475,315	329,047	69.23%	58.95%
Cemeteries	182,605	177,353	139,556	78.69%	184,917	147,527	79.78%	5.71%
Urban Forestry	565,527	427,208	310,681	72.72%	569,707	555,532	97.51%	78.81%
General Fund total:	7,741,033	7,404,634	5,721,596	77.27%	8,250,238	6,138,356	74.40%	7.28%
Non-Reverting Fund								
Administration	14,650	4,294	6,448	150.14%	14,150	3,976	28.10%	-38.33%
Health & Wellness	1,240	1,006	143	14.17%	1,376	820	59.56%	475.08%
Community Relations	4,650	2,739	1,848	67.48%	5,350	392	7.33%	0.00%
Aquatics	69,543	81,141	65,868	81.18%	61,716	94,893	153.76%	44.06%
Frank Southern Center	97,498	96,262	49,654	51.58%	93,697	57,329	61.19%	15.46%
Golf Services	133,709	93,048	83,297	89.52%	70,000	99,440	142.06%	19.38%
Natural Resources	53,485	67,116	57,861	86.21%	63,029	17,443	27.67%	0.00%
Youth Programs	209,805	226,311	204,305	90.28%	213,180	210,618	98.80%	3.09%
*TLRC - day to day	470,944	431,896	570,583	132.11%	930,961	381,633	40.99%	-33.12%
Community Events	179,343	171,651	126,098	73.46%	184,027	150,244	81.64%	19.15%
Adult Sports	199,830	161,782	139,632	86.31%	128,905	132,273	102.61%	-5.27%
Youth Sports	18,754	9,622	7,469	77.62%	8,919	29,048	325.68%	288.92%
BBCC	4,150	20,083	11,512	57.32%	1,610	3,355	208.36%	-70.86%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	70,185	55,763	79.45%	49,610	10,245	20.65%	-81.63%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	0	14,847	12,044	81.13%	0	636	0.00%	-94.72%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	6,133	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	4,750	5,700	5,450	95.61%	6,150	0	0.00%	0.00%
N-R Fund subtotal:	1,481,546	1,457,685	1,397,974	95.90%	1,832,680	1,198,477	65.39%	-14.27%
TLRC - bond	671,945	671,945	429,574	63.93%	239,294	475,963	198.90%	0.00%
N-R Fund total:	2,153,491	2,129,630	1,827,548	85.82%	2,071,974	1,674,440	80.81%	-8.38%
Other Misc Funds								
15-16 MCCSC 21st Com L	884	38,189			884			
16-17 MCCS 21st com I			658					
17-18 MCCSC 21st Com Learn			22,615			97		
18-19 MCCSC 21st Com Learn			5,316			14,288		
19-20 MCCSC 21st Com Learn						5,894		
Community Banneker Bus		45,000						
G14006 Out-of School Prg.								
G15008 Summer Food Prg	11,115	16,451	16,451		11,115	17,391		
G15009 Nature Days S/Star		0	109					
Griffy Lake Nature Day		7,187	4,216	58.66%		3,183		
Wapehani I-69 Mitigation		0		0.00%				
Leonard Springs Nature		9,027	5,568	61.68%		2,387		

Banneker Nature Day		4,800	4,472			4,499		
DNR Grant		0		0.00%				
Kaboom Play		451	451	100.00%				
Youth & Adolescent Phy Act		7,341	6,290	85.68%		7,778		
Goat Farm		0						
Giffy LARE		10,965	13,006			13,563		
Other Misc Funds total:	11,999	139,411	79,152	56.78%	11,999	69,079	575.71%	-12.73%
TOTAL ALL FUNDS	9,906,523	9,673,675	7,628,296	78.86%	10,334,211	7,881,875	76.27%	3.32%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues September 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>September</u>	<u>to date</u>	<u>for year</u>	<u>September</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	813	100.00%	500	3,090	617.94%	280.04%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	168,000	201,570	201,070	99.75%	198,000	192,814	97.38%	0.00%
Frank Southern	224,900	214,260	127,063	59.30%	201,300	117,513	58.38%	-7.52%
Golf Services	526,700	577,582	502,521	87.00%	619,500	508,324	82.05%	1.15%
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	11,955	98.52%	11,500	10,405	90.48%	-12.97%
Adult Sports	71,000	57,603	57,603	100.00%	51,000	50,330	98.69%	0.00%
Youth Sports	32,000	28,507	22,446	78.74%	30,000	38,746	129.15%	72.62%
BBCC	11,000	14,685	8,840	60.20%	12,000	5,955	49.63%	-32.63%
Operations	0	1,365	0	0.00%	0	534	0.00%	0.00%
Landscaping	0	0	0	0.00%	0		0.00%	0.00%
Cemeteries	31,050	35,833	29,175	81.42%	33,725	23,100	68.50%	-20.82%
Urban Forestry		30	30	100.00%			0.00%	0.00%
G17011 Urban Forestry		0		0.00%			0.00%	0.00%
Subtotal Program Rev	1,075,850	1,144,383	961,516	84.02%	1,157,525	950,811	82.14%	-1.11%
General Fund Total	7,334,370	7,440,849	7,220,036	97.03%	7,615,474	7,408,760	97.29%	2.61%
Non-Reverting Fund								
Administration	40,600	34,893	22,179	63.56%	40,600	21,898	53.94%	-1.27%
Health & Wellness	2,739	2,651	1,839	69.35%	4,840	1,135	23.45%	-38.26%
Community Relations	4,650	3,789	2,789	73.60%	5,400	1,500	27.78%	-46.21%
Aquatics	122,700	90,670	90,819	100.16%	108,200	88,023	81.35%	-3.08%
Frank Southern	151,900	118,136	51,842	43.88%	124,300	45,199	36.36%	-12.81%
Golf Services	158,500	147,204	120,542	81.89%	76,000	84,680	111.42%	-29.75%
Natural Resources	60,890	68,318	64,917	95.02%	70,000	69,153	98.79%	6.53%
Youth Programs	215,060	232,716	222,585	95.65%	215,500	237,474	110.20%	6.69%
*TLRC -Operational	763,029	751,990	563,463	74.93%	1,253,774	541,422	43.18%	-3.91%
Community Events	193,752	202,786	172,871	85.25%	196,541	182,710	92.96%	5.69%
Adult Sports	207,000	150,971	137,241	90.91%	132,400	112,800	85.20%	-17.81%
Youth Sports	19,500	10,500	10,208	97.22%	4,002	23,420	585.21%	129.43%
BBCC	5,150	28,916	18,378	63.56%	5,250	12,198	232.34%	-33.63%
Operations	56,440	104,076	91,509	87.93%	64,800	58,700	90.59%	-35.85%
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	16,254	93.12%	9,500	7,953	83.72%	0.00%
N-R Fund subtotal:	2,011,610	1,965,070	1,587,434	80.78%	2,311,507	1,488,267	64.39%	-6.25%
Other Misc Funds								
G-17-18 MCCSC 21st Com			20,931					
G18-19 MCCSC 21st Com	60,000	32,434			74,210	18,767		
G14009 Summer Food Grant	27,864	20,102	20,102		27,864	16,985		
Communit Banneker Bus		45,000			45,000			
Kaboom Play Everywhere								
Urban Forestry EAB								
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt		10,965	10,965			2,800		
G15008 Leonard Spring		15,000	15,000					
G15009 Griffy Nature Days		4,967	4,967			4,991		
(902) Rose Hill Trust		745	486			865		
G17007 - Goat Farm								
Banneker Nature Days		4,860	4,860			4,860		
Yth & Adolescent Phy Act		6,417	4,856		8,000	8,683		
Nature Days Star								
Other Misc Funds total:	87,864	140,489	82,167		155,074	57,951		
TOTAL ALL FUNDS	9,433,844	9,546,408	8,889,637	93.12%	10,082,055	8,954,978	88.82%	0.74%

	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	9/30/2019	revenue	9/30/2019	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	21,897.80		3,976.14	0.00	17,921.66	249,324.64
181001	Health & Wellness	9,024.60	1,135.00		819.94	0.00	315.06	9,339.66
181100	Community Relations	35,938.95	1,500.00		392.00	0.00	1,108.00	37,046.95
182001	Aquatics	399,096.17	88,023.21		94,892.73	0.00	(6,869.52)	392,226.65
182500	Frank Southern Center	196,910.51	45,199.31		57,328.88	0.00	(12,129.57)	184,780.94
183500	Golf Course	262,277.41	84,680.16		99,440.47	0.00	(14,760.31)	247,517.10
184000	Natural Resources	250,179.25	69,153.29		17,443.04	0.00	51,710.25	301,889.50
184500	Allison Jukebox	176,967.39	237,474.20		210,618.27	0.00	26,855.93	203,823.32
*185000	TLRC	(1,308,814.34)	482,106.87		857,595.59	0.00	(375,488.72)	(1,684,303.06)
185009	TLRC Reserve	647,424.15	59,314.36		0.00	0.00	59,314.36	706,738.51
186500	Community Events	502,959.86	182,710.10		150,243.66	0.00	32,466.44	535,426.30
187001	Adult Sports	63,189.34	112,799.64		132,272.58	0.00	(19,472.94)	43,716.40
187202	Youth Sports	105,516.73	23,419.97		29,048.44	0.00	(5,628.47)	99,888.26
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	54,823.41	12,197.70		3,354.67	0.00	8,843.03	63,666.44
189000	Operations	171,098.51	58,700.29		10,244.63	0.00	48,455.66	219,554.17
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		635.80	0.00	(633.80)	215,460.02
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	7,953.05		6,133.39	0.00	1,819.66	20,667.22
10002.01	Change Fund	0.00	0.00			0.00	0.00	0.00
201-24105	Deposits	0.00	0.00			0.00	0.00	0.00
	TOTALS	2,053,675.33	1,488,266.95	0.00	1,674,440.23	0.00	(186,173.28)	1,867,502.05
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds								(186,173.28)
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								INCREASE/DECREASE FOR THE CURRENT

Bloomington Parks and Recreation Surplus Declaration Form

Oct-19

Oct-19

[illegible]



STAFF REPORT

Agenda Item: B-2
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: October 22, 2019
SUBJECT: BRAVO AWARD—JIM MANION & TAMARA LOEWENTHAL

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Garden Leader volunteers Jim Manion and Tamara Loewenthal with this month's Bravo Award. This is in recognition of the exceptional amount of time they have each dedicated to our Community Gardening Program.

Background

Over the past several years, Jim and Tamara have served as Garden Leaders at the Butler Park Community Gardens. They have been on site to open our tool shed multiple times per week to the gardeners renting the plots; this regular access to gardening equipment is an important effort in reducing barriers to urban gardening and the slow food movement. Jim began volunteering as a Garden Leader in 2011 and has since logged over 310 hours of service, and Tamara began volunteering in 2014 and has since logged over 200 hours of service. Their reliability and consistency has been an incredible help to our staff, who would otherwise not have the time to be on site for hours at a time each week.

In terms of personal backgrounds, Jim has been a Bloomington resident since 1972, when he first relocated here to attend Indiana University. Since that time he has raised two daughters here and he has served as the Music Director of WFHB Bloomington Community Radio for the last 26 years. Tamara has lived in Bloomington for 39 years and has been a serious gardener for the last 25 years. She has also volunteered with Lotus Festival and WFHB in the past, and now she teaches salsa dancing as a volunteer with Ritmos Latinos. She has two children and two grandchildren and currently serves as the Executive Director for the Lotus Education and Arts Foundation.

Jim Manion's and Tamara Loewenthal's commitment to our Community Gardening Program is greatly appreciated by the Department, and we are proud to recognize them with this month's Bravo Award.

RESPECTFULLY SUBMITTED,



Sarah Owen, Community Relations Coordinator



STAFF REPORT

Agenda Item: C-1
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Jess Klein
DATE: October 22, 2019
SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH INDIANA UNIVERSITY CENTER FOR VETERAN AND MILITARY STUDENTS

Recommendation

Staff recommends approval of the 2019 partnership agreement with Indiana University, Center for Veteran and Military Students.

Background

This will be the first year that Bloomington Parks and Recreation and Indiana University collaborate to host a Veterans Day 5K event. The event, to be held on the Indiana University, Bloomington campus, on Saturday, November 9, 2019 is designed to create a social, safe and fun opportunity for participants and raise awareness of Veterans Day and related organizations in the Bloomington area. Both entities agree to meet annually to evaluate the event, make changes as necessary and revise goals. Expenses will split evenly among the two organizations. Revenue received from participant fees and any sponsorships will also be split evenly, to be paid out by November 29, 2019. Both entities know this partnership will provide outstanding benefits to the constituencies that we both serve while further enhancing the missions of each organization.

RESPECTFULLY SUBMITTED,

Jess Klein, Health & Wellness Coordinator

**COOPERATION SERVICES &
PROGRAM PARTNERSHIP AGREEMENT**

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2019, by and between Bloomington Parks & Recreation Department (BPRD) and the Indiana University Center for Veteran and Military Students (IU CVMS).

WHEREAS, there is a need for a Veterans Day event in Bloomington, particularly one that is inclusive; and

WHEREAS, the BPRD and IU CVMS desire to cooperate in the provision of a community event called the Veterans Day Ruck n' Roll for the public; and

WHEREAS, IU CVMS is qualified to perform such services; and

WHEREAS, BPRD is authorized to plan and develop partnership and contractual arrangements with non-city 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:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide a community-wide Veterans Day event, featuring a 5K course for people of all abilities.

2.0 Duration of Agreement

The term of this Agreement shall begin upon signing and run through December 31, 2019. The partners may agree, in writing only, to renew or extend the term of the Agreement.

3.0 Bloomington Parks and Recreation Department

The goals of the BPRD are to partner with other community agency(s) and to provide an opportunity for the Bloomington community, specifically military members and their families, to participate in a fun, inclusive and accessible Veterans Day event. The event, to be held on the Indiana University, Bloomington campus, on Saturday, November 9, 2019, is designed to create a social, safe and fun opportunity for participants and

raise awareness of Veterans Day and related organizations in the Bloomington area.

BPRD agrees to:

- 3.1 Maintain close contact with John Summerlot of IU CVMS and Jen Platt of IU Wheelchair Basketball Club and bring any related issues to their attention.
- 3.2 Create and assist with the distribution of promotional materials to include flyers, registration information, posters digital marketing and newsletters.
- 3.3 Include event information in the Fall 2019 program guide.
- 3.4 Mail/email registration information to participants of last year's Bicentennial Veterans Day 5 K Run/Ruck by August 30, 2019.
- 3.5 Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- 3.6 Manage registration and registration fee collection.
- 3.7 Provide day-of supplies as able, including but not limited to tables, chairs, tents, time clocks, start/finish sign, water coolers.

4.0 IU CVMS agrees to the following:

The goals of IU CVMS are to partner with another community agency and provide an opportunity for the Bloomington community, specifically military members and their families, to participate in an affordable and fun Veterans Day event. The event is to be held on the IU Bloomington campus, on Saturday, November 9, 2019, from 9 a.m. to 11 a.m.

IU CVMS agrees to:

- 4.1 Maintain close contact with Jess Klein, Health and Wellness Coordinator, and address any related issues to her attention.
- 4.2 Maintain close contact with the IU Wheelchair Basketball Club to coordinate equipment, route, student volunteers, and other resources as identified.
- 4.3 Mail/email registration information to participants of last year's Ruck & Roll by August 30, 2019.
- 4.4 Marketing event on IU Bloomington campus and IU population, especially military and veteran students.
- 4.5 Provide nine wheelchairs to be used on the day of the event through the IU Wheelchair Basketball Club.
- 4.6 Provide day-of supplies as able, including but not limited to race course barriers and signage.

5.0. Terms Mutually Agreed to By All Partners:

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

BPRD and IU CVMS agree to:

5.1 Each party shall release, hold harmless and indemnify the other party, and its officers, employees, agents and assigns (Releasees) from any and all claims which may arise as a result of BPRD and IU CVMS activities under this Agreement. This includes claims for personal injury, property damage or any other type of claim which might be brought against Releases or their employees, agents, or patrons, by any third party, even if caused by the negligence of Releasees.

5.2 Share all marketing/promotional materials between both parties involved **prior to** any advertising.

5.3. Provide staff and volunteers for the day of the vent.

5.4. Contact local veteran-oriented organizations who may be interested in tabling at the event.

5.5. Split expenses 50/50, including but not limited to marketing, t-shirts and printing.

5.6 Split revenue 50/50, including but not limited to revenue received from participant fees and any sponsorships. BPRD to pay out by November 29, 2019.

5.7 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited on the Indiana University campus. Amplified music or the promotion or sale of any article is prohibited without appropriate approval or permit.

5.8. Work together to coordinate and secure any necessary permitting for race route on IU campus.

5.9 Work together to coordinate any needed Emergency Medical Services (EMS) and to secure necessary security/officers for street crossings and event safety as required by IU policies for day of the event.

6.0 Insurance

The Trustees of Indiana University and City of Bloomington Parks & Recreation Department shall furnish each other with a certificate of insurance upon execution of this partnership Agreement. Each party will maintain comprehensive general liability insurance.

During the performance of any and all Services under this Agreement, IU CVMS 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 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 and Automobile Compensation programs, 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 up on to contribute to a loss hereunder. CVMS shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

7.0 Termination

Unless otherwise terminated per the terms of this Agreement, this Agreement shall be in effect from the date signed until December 31, 2019.

This Agreement may be terminated for convenience by either party. Should one party decide to terminate this Agreement, at least ten (10) days written notice must be provided by the terminating party.

8.0 E-Verify

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

9.0 Notice and Agreement Representatives

Notice regarding any significant concerns or issues of non-compliance shall be given to the following contacts:

Bloomington Parks & Recreation

Becky Higgins

Recreation Services Director

401 N. Morton, Suite 250

Bloomington, IN 47402

812 349 3713

IUB Center for Veterans & Military Students

John Summerlot, Director

IU CVMS

823 E. 11th Street

Bloomington, IN 47408

812 856-1985

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

Bloomington Parks & Recreation

Jess Klein

Health & Wellness Coordinator

401 N. Morton St, Suite 250

Bloomington, IN 47402

kleinj@bloomington.in.gov

812-349-3771

IU Wheelchair Basketball Club

Jennifer Piatt

Faculty Advisor

1025 E. Seventh Street, Room 133

Bloomington, IN 47405

jenpiatt@indiana.edu

812-855-7819

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

CITY OF BLOOMINGTON

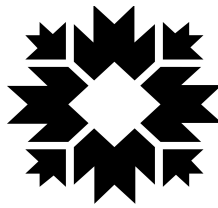
IU CVMS

Leslie J. Coyne, President
Board of Parks Commissioners

John Summerlot
Director, IU CVMS

Paula McDevitt, Director
Bloomington Parks & Recreation Department

Philippa M. Guthrie
Corporate Counsel



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-2
Date: 10/11/2019

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Director
DATE: October 22, 2019
SUBJECT: REVIEW/APPROVAL OF 2020 PROPOSED NON-REVERTING FUND BUDGET REQUEST

RECOMMENDATION:

It is recommended the Board approve the proposed 2020 City of Bloomington Parks and Recreation Non-Reverting Fund Budget Request and Program Units as attached.

BACKGROUND:

The Department non-reverting fund was created to serve as an enterprise fund, allowing maximum flexibility for the Department to offer services in response to trends and customer demand while minimizing reliance on the general fund tax base.

The 2020 Parks and Recreation Non-Reverting fund budget request and revised program unit structure reflects ongoing changes in service provision and true cost allocations by activity and program unit. A bottom-up process has incorporated input from staff specialists, supervisors, managers and division directors.

A power point presentation will be presented at the meeting highlighting the details of the budget.

Respectfully Submitted,

Paula McDevitt, Director



Budget Worksheet Report

Budget Year 2020

Account	Account Description	2017 Actual Amount	2018 Actual Amount	2019 Adopted Budget	2020 Budget Team Review	Calculated Column 1	Calculated Column 2
Fund 201	Parks and Rec Non Reverting						
	REVENUE						
	Department 18 - Parks & Recreation						
	Licenses						
41020	Permits	3,025.00	4,280.00	2,500.00	2,500.00	.00	
	<i>Licenses Totals</i>	\$3,025.00	\$4,280.00	\$2,500.00	\$2,500.00	\$0.00	0%
	<i>Intergovernmental</i>						
42110	Grants - State	16,452.80	10,964.80	.00	.00	.00	
42120	Grants - Federal	270,979.88	53,674.27	103,954.00	103,954.00	.00	
	<i>Intergovernmental Totals</i>	\$287,432.68	\$64,639.07	\$103,954.00	\$103,954.00	\$0.00	0%
	<i>Charges for Services</i>						
43110	Rental Fees	190,172.00	109,545.00	108,525.00	108,525.00	.00	
43220	Facility Rentals	230,644.80	221,662.74	176,300.00	224,300.00	48,000.00	27
43230	General Admissions	30,894.00	769.00	30,000.00	1.00	(29,999.00)	(100)
43240	Season Passes/Memberships	291,686.34	293,877.45	468,000.00	301,000.00	(167,000.00)	(36)
43250	Player Fees	43,306.00	38,443.50	44,000.00	44,000.00	.00	
43260	Equipment Rentals	55,556.05	55,626.66	52,100.00	52,100.00	.00	
43270	Registration Fees	709,573.05	682,776.76	992,300.00	1,037,785.00	45,485.00	5
43280	Transaction Fees	35,679.31	34,157.62	40,000.00	35,000.00	(5,000.00)	(12)
43290	Concessions	237,246.56	160,973.93	175,000.00	220,000.00	45,000.00	26
43295	Concessions FB Tax	.00	83,067.87	.00	15,000.00	15,000.00	
43300	Vending	6,533.46	7,445.87	16,900.00	17,000.00	100.00	1
43310	Application Fee	550.00	575.00	500.00	500.00	.00	
43330	Program Rental	1,559.00	1,797.50	5,001.00	2,001.00	(3,000.00)	(60)
43340	Pro Shop Sales	79,423.00	72,939.14	26,800.00	71,800.00	45,000.00	168
43370	Other Sales	4,201.00	5,262.24	9,000.00	9,500.00	500.00	6
43380	Other Services	31,430.61	26,434.92	18,400.00	12,000.00	(6,400.00)	(35)
43390	Health and Wellness	10.00	10.00	.00	.00	.00	
43410	Advertising	86,508.36	73,164.53	83,400.00	60,850.00	(22,550.00)	(27)
	<i>Charges for Services Totals</i>	\$2,034,973.54	\$1,868,529.73	\$2,246,226.00	\$2,211,362.00	(\$34,864.00)	(2%)
	<i>Miscellaneous</i>						
47050	Donations	17,926.54	31,738.19	17,901.00	17,901.00	.00	
47060	Refunds	.00	428.41	.00	.00	.00	
47070	Insurance Reimbursements	2,401.38	4,294.37	3,000.00	3,000.00	.00	
47080	Other Reimbursements	22,535.88	62,948.19	.00	.00	.00	



Budget Worksheet Report

Budget Year 2020

Account	Account Description	2017 Actual Amount	2018 Actual Amount	2019 Adopted Budget	2020 Budget Team Review	Calculated Column 1	Calculated Column 2
Fund 201	Parks and Rec Non Reverting						
REVENUE							
Department 18 - Parks & Recreation							
<i>Miscellaneous</i>							
47110	Miscellaneous	37.13	.00	.00	.00	.00	
47220	Non Rev Economic Development	5,325.00	4,469.00	25,000.00	4,500.00	(20,500.00)	(82)
47230	Gift Certificate	(1,520.00)	(245.00)	20,000.00	200.00	(19,800.00)	(99)
47240	EBT Market Bucks	(947.50)	(6,721.50)	.00	.00	.00	
47250	Grant - Other	9,328.33	69,827.40	45,000.00	45,000.00	.00	
47260	Sale of Scrap	1,396.38	474.03	2,000.00	2,000.00	.00	
<i>Miscellaneous Totals</i>		\$56,483.14	\$167,213.09	\$112,901.00	\$72,601.00	(\$40,300.00)	(36%)
<i>Other</i>							
49990	Prior Year Voided Checks	1,313.41	152.19	1,000.00	1,000.00	.00	
49991	Prior Year Replacement Checks	275.00	.00	.00	.00	.00	
<i>Other Totals</i>		\$1,588.41	\$152.19	\$1,000.00	\$1,000.00	\$0.00	0%
Department 18 - Parks & Recreation Totals		\$2,383,502.77	\$2,104,814.08	\$2,466,581.00	\$2,391,417.00	(\$75,164.00)	(3%)
REVENUE TOTALS		\$2,383,502.77	\$2,104,814.08	\$2,466,581.00	\$2,391,417.00	(\$75,164.00)	(3%)
EXPENSE							
Department 18 - Parks & Recreation							
<i>Personnel Services</i>							
51110	Salaries and Wages - Regular	77,993.74	80,863.72	81,164.46	95,942.86	14,778.40	18
51120	Salaries and Wages - Temporary	344,979.34	414,641.56	353,072.35	455,845.76	102,773.41	29
51130	Salaries and Wages- Overtime	435.60	436.90	999.96	.00	(999.96)	(99)
51210	FICA	32,213.78	37,619.90	33,297.21	42,212.25	8,915.04	27
51220	PERF	11,109.72	11,507.08	11,669.84	13,625.56	1,955.72	17
51230	Health and Life Insurance	27,125.28	27,125.28	27,125.28	27,627.60	502.32	2
<i>Personnel Services Totals</i>		\$493,857.46	\$572,194.44	\$507,329.10	\$635,254.03	\$127,924.93	25%
<i>Supplies</i>							
52110	Office Supplies	.00	270.55	1,500.00	1,500.00	.00	
52210	Institutional Supplies	12,839.56	14,535.85	14,300.00	15,550.00	1,250.00	9
52220	Agricultural Supplies	1,777.00	16,982.03	1,000.00	68,519.00	67,519.00	6,665
52230	Garage and Motor Supplies	421.00	.00	.00	.00	.00	
52240	Fuel and Oil	433.70	522.48	966.00	201.00	(765.00)	(78)
52310	Building Materials and Supplies	4,629.01	4,870.72	14,450.00	20,450.00	6,000.00	41
52320	Motor Vehicle Repair	.00	.00	1.00	1.00	.00	
52330	Street , Alley, and Sewer Material	170,386.16	174,785.93	127,000.00	192,000.00	65,000.00	51



Budget Worksheet Report

Budget Year 2020

Account	Account Description	2017 Actual Amount	2018 Actual Amount	2019 Adopted Budget	2020 Budget Team Review	Calculated Column 1	Calculated Column 2
Fund 201	Parks and Rec Non Reverting						
	EXPENSE						
	Department 18 - Parks & Recreation						
	Supplies						
52340	Other Repairs and Maintenance	1,705.00	3,786.98	7,200.00	7,100.00	(100.00)	(1)
52410	Books	.00	.00	300.00	.00	(300.00)	(96)
52420	Other Supplies	88,046.24	125,693.36	122,643.00	109,329.00	(13,314.00)	(11)
52430	Uniforms and Tools	31,422.41	24,619.14	27,475.00	28,371.00	896.00	3
	<i>Supplies Totals</i>	\$311,660.08	\$366,067.04	\$316,835.00	\$443,021.00	\$126,186.00	40%
	<i>Other Services and Charges</i>						
53140	Exterminator Services	442.32	442.32	668.00	668.00	.00	
53150	Communications Contract	302.40	512.08	.00	800.00	800.00	
53160	Instruction	2,857.50	10,930.95	6,610.00	8,460.00	1,850.00	28
53170	Mgt. Fee, Consultants, and Workshops	324,922.15	6,000.00	1,800.00	2,100.00	300.00	17
53210	Telephone	1,601.68	1,674.81	1,700.00	1,700.00	.00	
53220	Postage	474.00	.00	475.00	.00	(475.00)	(97)
53230	Travel	6,810.72	8,584.64	9,325.00	15,525.00	6,200.00	66
53310	Printing	16,100.64	14,855.58	14,000.00	13,665.00	(335.00)	(2)
53320	Advertising	4,318.20	9,286.95	8,600.00	11,800.00	3,200.00	37
53410	Liability / Casualty Premiums	19,468.00	14,388.00	14,388.00	18,422.00	4,034.00	28
53510	Electrical Services	99,934.27	57,179.71	28,100.00	53,100.00	25,000.00	89
53530	Water and Sewer	11,764.23	9,560.02	80,001.00	10,500.00	(69,501.00)	(87)
53540	Natural Gas	9,113.03	12,676.02	10,500.00	12,500.00	2,000.00	19
53610	Building Repairs	28,411.97	20,219.10	19,500.00	12,099.00	(7,401.00)	(38)
53630	Machinery and Equipment Repairs	1,579.94	2,567.42	10,900.00	8,400.00	(2,500.00)	(23)
53650	Other Repairs	8,756.63	3,326.50	8,400.00	8,200.00	(200.00)	(2)
53720	Building Rental	3,362.20	3,196.30	3,600.00	3,700.00	100.00	3
53730	Machinery and Equipment Rental	4,099.62	4,443.86	8,625.00	9,275.00	650.00	8
53750	Rentals - Other	1,905.80	1,392.30	500.00	500.00	.00	
53810	Principal	315,000.00	555,000.00	350,000.00	365,000.00	15,000.00	4
53820	Interest	223,635.00	116,945.00	125,963.00	117,000.00	(8,963.00)	(7)
53830	Bank Charges	25,927.84	24,243.58	26,200.00	27,250.00	1,050.00	4
53840	Lease Payments	1,244.97	.00	1,500.00	132,819.00	131,319.00	8,702
53910	Dues and Subscriptions	16,494.95	19,664.14	21,720.00	20,720.00	(1,000.00)	(5)
53920	Laundry and Other Sanitation Services	.00	.00	1,250.00	1,250.00	.00	



Budget Worksheet Report

Budget Year 2020

Account	Account Description	2017 Actual Amount	2018 Actual Amount	2019 Adopted Budget	2020 Budget Team Review	Calculated Column 1	Calculated Column 2
Fund	201 - Parks and Rec Non Reverting						
	EXPENSE						
	Department 18 - Parks & Recreation						
	<i>Other Services and Charges</i>						
53940	Temporary Contractual Employee	127,920.22	121,975.11	111,720.00	123,020.00	11,300.00	10
53950	Landfill	1,670.46	1,779.34	1,800.00	1,800.00	.00	
53990	Other Services and Charges	413,973.94	264,792.99	152,670.00	164,935.00	12,265.00	8
	<i>Other Services and Charges Totals</i>	\$1,672,092.68	\$1,285,636.72	\$1,020,515.00	\$1,145,208.00	\$124,693.00	12%
	<i>Capital Outlays</i>						
54420	Purchase of Equipment	22,132.80	.00	.00	.00	.00	
54440	Motor Equipment	.00	45,142.26	.00	.00	.00	
	<i>Capital Outlays Totals</i>	\$22,132.80	\$45,142.26	\$0.00	\$0.00	\$0.00	+++
	Department 18 - Parks & Recreation Totals	\$2,499,743.02	\$2,269,040.46	\$1,844,679.10	\$2,223,483.03	\$378,803.93	21%
	EXPENSE TOTALS	\$2,499,743.02	\$2,269,040.46	\$1,844,679.10	\$2,223,483.03	\$378,803.93	21%
Fund	201 - Parks and Rec Non Reverting Totals						
	REVENUE TOTALS	\$2,383,502.77	\$2,104,814.08	\$2,466,581.00	\$2,391,417.00	(\$75,164.00)	(3%)
	EXPENSE TOTALS	\$2,499,743.02	\$2,269,040.46	\$1,844,679.10	\$2,223,483.03	\$378,803.93	21%
Fund	201 - Parks and Rec Non Reverting Totals	(\$116,240.25)	(\$164,226.38)	\$621,901.90	\$167,933.97	(\$453,967.93)	(73%)
	Net Grand Totals						
	REVENUE GRAND TOTALS	\$2,383,502.77	\$2,104,814.08	\$2,466,581.00	\$2,391,417.00	(\$75,164.00)	(3%)
	EXPENSE GRAND TOTALS	\$2,499,743.02	\$2,269,040.46	\$1,844,679.10	\$2,223,483.03	\$378,803.93	21%
	Net Grand Totals	(\$116,240.25)	(\$164,226.38)	\$621,901.90	\$167,933.97	(\$453,967.93)	(73%)



STAFF REPORT

Agenda Item: C-3
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: **October 22, 2019**
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH
BLOOMINGTON BLADES YOUTH HOCKEY ASSOCIATION**

Recommendation

Staff recommend approval of this contract. Projected revenue is billed monthly. Total amount of revenue is approximately \$26,000.

Background

The Bloomington Blades Youth Hockey Association's travel program is designed for the more serious hockey player between the ages of 7 and 12 years old. The association schedules approximately 72 hours of practice time a season at the arena and will play a minimum of 36 home games. They also play away games. The program is open to all Blades/ House players.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dee Tuttle". The signature is fluid and cursive, with the first name "Dee" and last name "Tuttle" clearly distinguishable.

Dee Tuttle
Sports Facility/Program Manager

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of October, 2019 by and between the Bloomington Parks and Recreation Department (“BPRD”) and Bloomington Blades Youth Hockey Association (“BBYHA”).

WHEREAS, there is an apparent need for a competitive youth hockey program in Bloomington; and

WHEREAS, BPRD, who will be renting out space, and BBYHA, who will provide programming, desire to cooperate in the provision of a competitive youth hockey program; and

WHEREAS, BBYHA is qualified to perform such services for BPRD; and

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide a competitive youth hockey program for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

The duration of this Agreement is from October 22, 2019 through March 1, 2020, unless terminated by the BPRD for failure of BBYHA to comply with the terms of this Agreement.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a diverse competitive youth hockey program, not otherwise available, which will be designed to develop skills and provide competition.

3.2 BPRD agrees to:

3.2.1. Allow BBYHA to schedule access to the ice at the Frank Southern Ice Center (“Center”) on specified dates and times set at the beginning of the season.

3.2.2. Provide ice management, including grooming, resurfacing and edging. Zamboni runs are inclusive to ice time rental charges when done inside blocks of rental time.

- 3.2.3. Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas at the Center.
- 3.2.4. Provide arena and parking lot lighting, including the cost of maintenance and operating of the Center's lighting systems, parking lots and buildings.
- 3.2.5. Provide game equipment, including use and maintenance of the scoreboard and the public announcement system.
- 3.2.6. Provide an Information Hotline for Center closure, rescheduling and upcoming events. The Hotline phone number shall be (812) 349-3741.
- 3.2.7. Provide a Facility Supervisor to open and close the Center and to assist with Center-related matters.
- 3.2.8. Provide maintenance staff to maintain and prepare the Center on daily bases. Provide additional support staff as needed to repair facility amenities, and other tasks and services.
- 3.2.9. Provide a Facility Manager to act as a liaison, consultant and contact person between BPRD and BBYHA.
- 3.2.10. Provide program publicity by publishing information provided by BBYHA in the seasonal program newsletter.
- 3.2.11. Provide twenty-four hour turn around response to citizens' concerns.
- 3.2.12. Require at least one (1) coach of each house team to earn a coaching certification. USA Hockey certification and/or NYSCA certification are acceptable certifications.
- 3.2.13. Meet with BBYHA board members or officers to ensure delivery of quality service as needed.
- 3.2.14. Review this Agreement annually.

4.0 Bloomington Blades Youth Hockey Association (BBYHA):

- 4.1 The goals of BBYHA are to (1) offer a competitive travel youth hockey program not otherwise available, (2) introduce the association to the public, (3) increase BBYHA membership and (4) provide programming for children of BBYHA members.
- 4.2 BBYHA agrees to:
 - 4.2.1. Allow a BPRD representative to serve as a consultant at BBYHA board meetings.

- 4.2.2. Honor scheduled ice rental time that is negotiated and agreed upon at the beginning of the season. Cancellation of ice time must be 14 days in advance for a no charge cancellation.
- 4.2.4. Collect and pay monthly ice rental time fees as specified in the following rates:

Prime Time	\$205.00 per hour
Non-Prime	\$195.00 per hour

Pay the agreed amount of charges within thirty (30) days of billing by BPRD. Failure to pay rental fees by the date specified will result in a late charge of 10% for each portion late. Additionally, late payments will be considered a breach of this Agreement with possible scheduled ice time sold to other groups. Bills shall not be sent more frequently than once per month.
- 4.2.5. List BPRD on all publicity and promotional materials developed by BYHA as a "partner" or "in partnership with." A copy of any promotional materials shall be submitted to BPRD for duplication. BBYHA agrees to distribute promotional pieces.
- 4.2.6. Have at least one (1) coach of each team complete the USA Hockey or National Youth Sports Coaches Association certification program.
- 4.2.7. Develop clear coaching guidelines for all levels and all types of play.
- 4.2.8. Manage and administer rental equipment to participants who want to pay for such services.
- 4.3 Any citizen concerns, reports or problems regarding the Center, improvements to the facility, services provided by staff or other issues shall be referred to BPRD on the designated form within twenty-four (24) hours of observation. The designated form will be provided to BBYHA at the beginning of the season.

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPRD and BBYHA.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.3 BBYHA will provide BPRD with a certificate of insurance naming BPRD as an additional insured. BBYHA's insurance policy will provide coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.
- 5.4 The commitment of personnel, facilities, supplies, materials and payments will be honored according to the timetable agreed upon by all partners. Said timetable will be established at the beginning of the season.

- 5.5 BBYHA is recognized as having the experience necessary to run the hockey program safely and effectively. BPRD shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues. All participants at the Center are subject to behavioral guidelines as outlined in BPRD Administration Policy 2050 and Program Policy 11080. Disruptive behavior may be reviewed by BPRD personnel adhering to these aforementioned policies.
- 5.6 BBYHA shall be allowed to exclusively deal with curriculum, learning objectives, teaching techniques, league play and travel play.
- 5.7 The location of the program shall be provided for the above specified rental fees by the BPRD at the Center.
- 5.8 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and BBYHA shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BBYHA is not required to continue this verification if the E-Verify program no longer exists. BBYHA shall sign an affidavit affirming that it does not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 5.9 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- 5.10 Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement as Exhibit B.
- 5.11 The BBYHA, the City of Bloomington and its Parks and Recreation Department do hereby mutually agree to release, indemnify and hold harmless each other, and their employees, officers and agents from any and all claims or causes of action that may arise from their reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims of personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party, even if arising from the negligence of releasees. Each party shall agree to accept the full responsibility for its own negligence and actions.
- 5.12 BPRD and BBYHA agree that House Hockey is operated solely by the BPRD, and is in no way affiliated with or operated by the BBYHA, and that all contributions to or

participation in House Hockey by any officers, members, coaches or volunteers of the BBYHA are purely on a individual and volunteer basis.

6.0 Notice and Agreement Representatives:

- 6.1 Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following contacts:

BBYHA
Jay Freund, President
812-322-0208

BPRD
Dee Tuttle
812-349-3762

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

BBYHA
Jay Freund, President
812-322-0208

BPRD
Dee Tuttle
812-349-3762

Signed and Agreed to this _____ day of October, 2019.

CITY OF BLOOMINGTON:

Philippa M. Guthrie, Corporation Counsel

Paula McDevitt, Director
Parks and Recreation Department

Les Coyne, President
Board of Parks Commissioners

Jay Freund, BBYHA President

EXHIBIT A

STATE OF INDIANA)
)
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of Bloomington Blades Youth Hockey Association
2. Bloomington Blades Youth Hockey Association has contracted with the City of Bloomington to provide services;
3. Bloomington Blades Youth Hockey Association is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by Bloomington Blades Youth Hockey Association, to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, Bloomington Blades Youth Hockey Association, does not knowingly employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3), and participates in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

Signature

Date

John Hill, President, Bloomington Blades Youth Hockey Association

STATE OF INDIANA)
)
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 _____, 2017.

Notary Public

Printed name

Residing in _____ County

My Commission Expires:_____



STAFF REPORT

Agenda Item: C-4
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: **October 22, 2019**
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH
BLOOMINGTON BLADES HIGH SCHOOL HOCKEY PROGRAM**

Recommendation

Staff recommend approval of this contract. Projected revenue is billed monthly. Total amount of revenue is approximately \$25,740.

Background

The Bloomington Blades High School Hockey program competes against other team's around the state. They practice four days a week for twenty weeks at the FSC. They also will play 14 home games. Membership is open to all Bloomington community players and surrounding areas.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dee Tuttle". The signature is fluid and cursive, with the first name "Dee" being more prominent than the last name "Tuttle".

Dee Tuttle
Sports Facility/Program Manager

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

COOPERATIVE SERVICE and RENTAL AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of October, 2019 by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Bloomington Blades High School Hockey (“BBHSH”).

WHEREAS, there is an apparent need for high school hockey in Bloomington; and

WHEREAS, BPRD, who will be renting out space, and BBHSH, who will provide programming, desire to cooperate in the provision of a high school hockey program; and

WHEREAS, Blades is qualified to perform such services for BPRD; and

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide an effective high school hockey program for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

This Agreement will be in effect from October 22, 2019 through March 1, 2020, unless terminated by the BPRD for failure of BBHSH to comply with the terms of this Agreement.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a diverse high school hockey program, not otherwise available, which will be designed to develop skills and provide competition.

3.2 BPRD agrees to:

3.2.1. Allow BBHSH to schedule access to the ice at the Frank Southern Ice Center (“Center”) on specified dates and times set at the beginning of the season. Prime time is defined as Monday through Sunday from 8 a.m.

11 p.m. and non-prime time is defined as Monday through Sunday from 11 p.m. to 8 a.m.

- 3.2.2. Provide ice management, including grooming, resurfacing and edging. Ice resurface runs are inclusive to ice time rental charges when done inside blocks of rental time.
- 3.2.3. Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas at the Center.
- 3.2.4. Provide arena and parking lot lighting, including the cost of maintenance and operations of the Center's lighting systems for arena, parking lots and buildings.
- 3.2.5. Provide game equipment, including use and maintenance of the scoreboard and the public announcement system.
- 3.2.6. Provide an Information Hotline for Center closure, rescheduling and upcoming events. The Hotline phone number shall be (812) 349-3741.
- 3.2.7. Provide a Facility Supervisor to open and close the arena and to assist with arena related matters.
- 3.2.8. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis. Provide additional maintenance support staff as needed to perform other repairs, tasks, and services.
- 3.2.9. Provide a Facility Manager to act as a liaison, consultant and contact person between BBHSH and BPRD.
- 3.2.10. Provide program publicity by publishing information provided by BBHSH in the seasonal program newsletter.
- 3.2.11. Twenty-Four hour turn around response to citizens' concerns.

4.0 Bloomington Blades High School Hockey:

- 4.1 The goals of BBHSH are to (1) offer a high school hockey program not otherwise available, (2) introduce the association to the public, (3) increase participation in BBHSH and (4) be a competitive organization in high school hockey.
- 4.2 BBHSH agrees to:
 - 4.2.1. Allow a BPRD representative to serve as a consultant at BBHSH board meetings.

- 4.2.2. Honor scheduled ice time that is negotiated and agreed upon at the beginning of the season. Cancellation of ice time must be 14 days in advance for a no charge cancellation.
- 4.2.3 At least one coach must have a current USA Hockey certification.
- 4.2.4 Collect and pay monthly ice rental time fees as specified in the following rates:

Prime Time	\$205.00 per hour
Non-Prime	\$195.00 per hour

Pay the agreed amount of charges within thirty (30) days of billing by BPRD. Failure to pay rental fees by the date specified will result in a late charge of 10% for each portion late. Additionally, late payments will be considered a breach of this Agreement with possible scheduled ice time sold to other groups. Bills shall not be sent more frequently than once per month.
- 4.2.5. List BPRD on all publicity and promotional materials developed by BBHSH as a "partner" or "in partnership with." A copy of any promotional materials shall be submitted to BPRD for duplication. BBHSH agrees to distribute promotional pieces.
- 4.3.1 Any citizen concerns, reports or problems regarding the Center, improvements to the facility, services provided by staff or other issues shall be referred to BPRD on the designated form within twenty-four (24) hours of observation. The designated form will be provided to BBHSH at the beginning of the season.

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPRD and BBHSH.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.3 BBHSH will provide BPRD with a certificate of insurance naming BPRD as an additional insured. BBHSH' insurance policy will provide coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.
- 5.4 The commitment of personnel, facilities, supplies and materials and payments will be honored according to the timetable agreed upon by both partners. This timetable will be established at the beginning of the season.

- 5.5 BBHSH is recognized as having the experience necessary to run the hockey program safely and effectively. BPRD shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues. All participants at the Center are subject to behavioral guidelines as outlined in Parks Administration Policy 2050 and Program Policy 11080. Disruptive behavior may be reviewed by BPRD personnel adhering to these aforementioned policies.
- 5.6 BBHSH shall be allowed to exclusively deal with curriculum, learning objectives, teaching techniques, league play and travel play.
- 5.7 The location of the program shall be provided for the above specified rental fees by BPRD at the Center.
- 5.8 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and BBHSH shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BBHSH is not required to continue this verification if the E-Verify program no longer exists. BBHSH shall sign an affidavit affirming that it does not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 5.9 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- 5.10 Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement as Exhibit B.

6.0 Notice and Agreement Representatives:

- 6.1 Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following contacts:

BBHSH
Allan Strieb
812-219-6431

Parks & Recreation
Dee Tuttle
812-349-3762

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

BBHSH
Allan Strieb
812-219-6431

BPRD and Recreation
Dee Tuttle
812-349-3762

Signed and Agreed to this 22th day of October, 2019.

CITY OF BLOOMINGTON:

Paula McDevitt, Director
Parks and Recreation Department

Les Coyne, President
Board of Parks Commissioners

Philippa M. Guthrie, Corporation Counsel

Allan Strieb
Bloomington Blades High School Hockey

EXHIBIT A:

STATE OF INDIANA)

COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of Bloomington Blades High School Hockey
2. Bloomington Blades High School Hockey has contracted with the City of Bloomington to provide services;
3. Bloomington Blades High School Hockey is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by Bloomington Blades High School Hockey, to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, Bloomington Blades High School Hockey, does not knowingly employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3), and participates in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

Signature

Date

Allan Streib, Bloomington Blades High School Hockey President

STATE OF INDIANA)

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 _____, 2017.

Notary Public

Printed name

Residing in _____ County

My Commission Expires: _____



STAFF REPORT

Agenda Item: C-5
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: **October 22, 2019**
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH
BLOOMINGTON FIGURE SKATING CLUB**

Recommendation

Staff recommend approval of this contract. Projected revenue is billed monthly. Total amount of revenue is approximately \$17,000.

Background

The Bloomington Figure Skating Club provides opportunities for the Bloomington community to participate in a diverse figure skating program for individuals interested in enhancing his/ her skills in the sport. It also provides development of figure skaters beyond the initial levels of figure skating taught in classes by BPRD.

The Bloomington Figure skating Club promotes the growth of figure skating as a healthy, beneficial and excellent recreational activity for youth of the Bloomington Community.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dee Tuttle". The signature is fluid and cursive, with the first name "Dee" and last name "Tuttle" clearly distinguishable.

Dee Tuttle
Sports Program/Facility Manager

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

COOPERATIVE SERVICE and RENTAL AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of October, 2019 by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Bloomington Figure Skating Club (“BFSC”).

WHEREAS, there is an apparent need for a figure skating program in Bloomington; and

WHEREAS, BPRD, who will be renting out space, and BFSC, who will provide programming, desire to cooperate in the provision of a figure skating program for the general public; and

WHEREAS, 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 Agreement requiring clear communication and an outline of expectations.

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide an affordable and effective figure skating club for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

This Agreement is in effect from October 22, 2019 to March 10, 2020, unless terminated by the BPRD for failure of BFSC to comply with the terms of this Agreement.

3.0 Bloomington Parks and Recreation:

3.1 The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a diverse figure skating program, not otherwise available, designed to introduce beginner participants to the sport, as well as for skill advancement.

3.2 BPRD agrees to:

3.2.1 Allow BFSC to schedule access to the ice at the Frank Southern Ice Center

(“Center”) on specified dates and times set at the beginning of the season. Prime Time is defined as Monday through Sunday 8:00am to 11:00pm. Non prime time is defined as Monday through Sunday 11pm to 8am

- 3.2.2 Provide ice management, including grooming, resurfacing and edging. Ice resurface runs are inclusive to ice time rental charges when done inside blocks of rental time.
- 3.2.3 Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas at the Center.
- 3.2.4 Provide arena and parking lot lighting, including the cost of maintenance and operations of the Center’s lighting systems for arena, parking lots and buildings.
- 3.2.5 Provide and maintain reasonable necessary equipment, including a public address and music sound system.
- 3.2.6 Provide an information Hotline for arena closure or reschedule and BFSC information. The Hotline phone number shall be (812) 349-3741.
- 3.2.7 Provide a Facility Supervisor to open and close the Center and to assist with Center-related matters.
- 3.2.8 Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis. Provide additional maintenance support staff as needed to perform other repairs, tasks, and services.
- 3.2.9 Provide a Facility Manager to act as a liaison, consultant and contact person between BFSC and BPRD.
- 3.2.10 Provide BPRD classes for the public, including learning to skate at various levels. BPRD classes shall be taught by BPRD instructors under the supervision and coordination of the Skating School Director.
- 3.2.11 Communicate with and ask for input from the BFSC head coach on all matters relating to the figure skating club. In addition, make good faith efforts in networking/connecting Skating School and BFSC.
- 3.2.12 Maintain a membership in good standing with the Ice Skating Institute (“ISI”) and provide copies of all communication from ISI to BFSC.
- 3.2.13 Provide two (2) hours of ice time at no charge for a Holiday Ice Show to

encourage the public to participate in figure skating, to provide a showcase for members of BFSC to exhibit their skills and improvements, and to raise funds for BFSC.

3.2.14 Provide BFSC with input when searching for/screening/hiring/evaluating a BFSC Club Professional.

3.2.15 Provide program publicity by publishing information provided by the BFSC in the BPRD seasonal program newsletter.

3.2.16 Twenty-Four hour turn around response to citizens' concerns.

3.2.17 Provide space for the BFSC's bulletin board and trophies in the trophy case.

4.0 BFSC:

4.1 The goals of BFSC are to offer a figure skating program not otherwise available, introduce its association to the public and provide programming for BFSC members.

4.2 BFSC agrees to:

4.2.1 Allow a BPRD representative to serve as consultant at BFSC board meetings.

4.2.2 Allow only qualified individuals to participate in coaching at BFSC.

4.2.3 Pay the agreed amount of charges for ice rental time within thirty (30) days of billing by BPRD. Failure to pay rental fees by the date specified will result in a late charge of 10% for each portion late. Additionally, late rental payments will be considered a breach of this Agreement with possible scheduled ice time sold to other groups. The rates are as follows: \$205 per hour Prime Time, \$195 per hour Non-Prime Time. Bills shall not be sent more frequently than once a month.

4.2.4 List BPRD on all publicity and promotional materials developed by BFSC as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to BPRD for duplication. BFSC agrees to distribute promotional pieces.

4.2.5 Publish a directory with clear information on parental roles and skater behavior codes.

4.2.6 Provide a figure skating club to allow development of figure skaters beyond the initial levels of figure skating taught in classes by BPRD.

- 4.2.7 Provide a production/group skating program and coach for BFSC skaters.
- 4.2.8 Promote the growth of figure skating as a healthy, beneficial and excellent recreational program for youth of the Bloomington community.
- 4.2.9 Produce and direct the Holiday Ice Show.
- 4.2.10 Honor scheduled ice rental time that is negotiated and agreed upon at the beginning of the season. Cancellation of ice time must be 14 days in advance for a no charge cancellation.
- 4.2.11 Provide BPRD with a certificate of insurance naming BPRD as an additional insured. BFSC's insurance policy will provide coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.
- 4.3 Any citizen concerns, reports or problems regarding the Center, improvements to the facility, services provided by staff or other issues will be referred to BPRD on the designated form within twenty-four (24) hours of observation.

5.0 Terms Mutually Agreed on by all Partners:

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BFSC and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.3 BFSC is recognized as having the experience to operate the figure skating club program.
 - 5.3.1 BPRD shall have the right to review risk management, coaching, skater behavior and service quality issues. All participants at BFSC are subject to behavioral guidelines as outlined in BPRD Administrative Policy 2050 and Program Policy 11080. Disruptive behavior may be reviewed by BPRD personnel following these policies.
 - 5.3.2 BFSC shall be allowed to exclusively deal with curriculum, learning objectives, teaching techniques and skating activities of BFSC activities.
 - 5.3.3 BPRD shall be provided copies of all BFSC documents, curriculum,

learning objectives, teaching techniques and skating activities when requested.

- 5.3.4 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and BFSC shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BFSC is not required to continue this verification if the E-Verify program no longer exists. BFSC shall sign an affidavit affirming that it does not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 5.3.5 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- 5.3.6 Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to the Agreement as Exhibit B.

6.0 Notice and Agreement Representatives:

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

BFSC
Stephanie Jachim
(812) 345-3084

BPRD
Dee Tuttle
(812) 349-3762

- 6.2 Agreement representative for the day-to-day operations and implementations of this Agreement shall be:

BFSC
Stephanie Jachim
(812) 345-3084

BPRD
Dee Tuttle
(812) 349-3762

Signed and agreed this ____ day of October, 2019.

CITY OF BLOOMINGTON:

Paula McDevitt, Director
Parks and Recreation Department

Les Coyne, President
Board of Parks Commissioners

Philippa M. Guthrie, Corporation Counsel

Stephanie Jachim , BFSC President
Bloomington Figure Skating Club

EXHIBIT A

STATE OF INDIANA)
)
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of Bloomington Figure Skating Club
2. Bloomington Blades Youth Hockey Association has contracted with the City of Bloomington to provide services;
3. Bloomington Figure Skating Club is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by Bloomington Figure Skating Club, to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, Bloomington Figure Skating Club, does not knowingly employ an “unauthorized alien,” as defined at 8 U.S.C. §1324a. (h)(3), and participates in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

Signature

Date

Janet Carminati, Bloomington Figure Skating Club President

STATE OF INDIANA)
)
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 _____, 2017.

Notary Public

Printed name

Residing in _____ County

My Commission Expires: _____



STAFF REPORT

Agenda Item: C-6
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Program Manager
DATE: **October 22, 2019**
SUBJECT: **REVIEW/APPROVAL OF MID SERVICE AGREEMENT WITH WEST CONCRETE**

Recommendation

Staff recommend approval of this contract.

Background

This project has been attempted to bid for over a year. We failed to get bids on several occasions and scaled the project back and limited the specifications significantly.

This bid by West Concrete has been reviewed by Street Department as they have used this contractor and done similar projects. Our people and the Street Department think this is a fair price for the scope of work. This project will reduce infield material erosion and the labor hours associated with the removal of that material. The erosion of the material into the walkway has been a long standing aesthetic and expense problem.

Funding for this \$44,600 contract is from GOB 977-18-18016C-54510 Project 977 2019f.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dee Tuttle", is placed below the "RESPECTFULLY SUBMITTED," text.

Dee Tuttle
Sports Facility/Program Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
WEST CONCRETE
FOR
WINSLOW SPORTS PARK BALLFIELD CURBING**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and West Concrete (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to have concrete curbing on the perimeter of ballfields to eliminate erosion; and

WHEREAS, the Department requires the services of a professional contractor in order to perform the work (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before March 1, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Dee Tuttle 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 Forty Four Thousand Six Hundred Dollars and zero (\$44,600.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. 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. 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 March 1, 2020. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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 \$2,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit 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	Kevin West
Attn: Dee Tuttle	Owner, West Concrete
401 N. Morton, Suite 250	1264 W. Countryside Drive
Bloomington, Indiana 47402	Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

West Concrete

Philippa M. Guthrie, Corporation Counsel

Kevin West, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Les Coyne, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Class A Concrete to be used

Install concrete curbing behind team dugouts extending behind backstop area of fields 1, 3, and 4

168 feet of curbing along field #1 and #4

160 feet of curbing along field #3

Stand up curbs, 12 inches behind backstop, 8 inches high behind dugouts

Subgrade is 12 inches below grade with 6 inches stone and 6 inches concrete to existing asphalt

Apply liquid curing compound in spray form along all surfaces

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 _____, 2019.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

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 _____, 2019.

West Concrete

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: C-7
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: October 22, 2019
SUBJECT: ADDENDUM TO LAMBERT CONSULTING SOCIAL MEDIA MANAGEMENT CONTRACT

Recommendation

Staff recommends approval of the contract addendum with Lambert Consulting to extend social media management services for Cascades Golf Course. The original contract expires on October 31, and the Department wishes to extend the contract through December 31, 2019 at the rate of \$300 per month, for a total amount not to exceed \$600. Funding will come from account number 200-18-181100-53910 (dues and subscriptions).

Background

Lambert Consulting has provided social media management services for the Cascades Golf Course Facebook page for the past six months. Between April 1, 2019 and September 30, 2019, engagements on the golf course's Facebook page increased by 583%. Page "Likes" increased by 286% and the page recorded more than 124,000 impressions.

Lambert Consulting has fulfilled all contracted requirements thus far, and have provided required reports. The Department has found these services valuable in promoting golf programs at Cascades, and in introducing the golfing community to the new Cascades Golf Course clubhouse.

RESPECTFULLY SUBMITTED,

Julie Ramey, Community Relations Manager

**ADDENDUM I
TO
AGREEMENT FOR CONSULTANT SERVICES**
(Entered in this 11th day of October, 2019)

WHEREAS, on March 21, 2019, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Lambert Consulting (“Consultant”) to manage the Facebook social media channel for Cascades Golf Course; and

WHEREAS, the Department wishes to extend the schedule of the project through December 31, 2019; and

WHEREAS, the Consultant is in agreement with said changes to the schedule; and

WHEREAS, pursuant to Article 23 of said Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

Article 1. Term: To amend the Agreement to reflect changes in scope of work shown in the Consultant Project Schedule, Exhibit A. Exhibit A is attached to and incorporated into this Addendum I to the Agreement. Original agreement is attached as Exhibit B.

Article 2. Modification: Any other modification to said Agreement shall be in writing per Article 23 of the Agreement.

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

CITY OF BLOOMINGTON

LAMBERT CONSULTING

Paula McDevitt, Director
Parks and Recreation Department

Andrew Lambert

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

Title of Contractor Representative

Philippa M. Guthrie, Corporation Counsel

EXHIBIT "A"
PROJECT SCHEDULE

Consultant shall provide social media management for Cascades Golf Course ("Services"). Highlight tournaments, the course itself, golf pros and staff, pro shop specials and merchandise, golfing tips, clubhouse rental and banquet room availability on the existing Cascades Golf Course Facebook page.

Lambert Consulting will post to the Cascades Golf Course Facebook page twice per week, and will utilize digital media insights to determine the optimum time/day of the week to post. Consultant will provide monthly reports of all social media activity and interactions.

Consultant 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. Consultant shall complete the Services required under this Agreement on or before December 31, 2019.

EXHIBIT "B"
ORIGINAL CONTRACT

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

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

Article 1. Scope of Services Consultant shall provide social media management for Cascades Golf Course ("Services"). Highlight tournaments, the course itself, golf pros and staff, pro shop specials and merchandise, golfing tips, clubhouse rental and banquet room availability on the existing Cascades Golf Course Facebook page. Lambert Consulting will post to the Cascades Golf Course Facebook page twice per week, and will utilize digital media insights to determine the optimum time/day of the week to post. Consultant will provide monthly reports of all social media activity and interactions.

Consultant 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. Consultant shall complete the Services required under this Agreement on or before October 1, 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 Consultant's work, Consultant 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. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant 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 Consultant 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 Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant 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 Consultant 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 Consultant for all fees and expenses in an amount not to exceed Three Hundred Dollars (\$300) per month and in total, the amount shall not exceed One Thousand Eight Hundred Dollars (\$1,800.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant 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 Consultant shall perform the Services to begin the week of April 1, 2019 ("schedule").

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 Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Consultant Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant 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 Consultant's personnel or proposed outside professional sub-consultants, 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 Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant 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 Consultant.

Article 10. Independent Contractor Status During the entire term of this Agreement, Consultant 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. Consultant 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 Consultant 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 Consultant 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, Consultant 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. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Consultant 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. Consultant 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 Consultant 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 Consultant 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, Consultant 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, Consultant 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 Consultant 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). Consultant shall sign an affidavit, attached as Exhibit A, affirming that Consultant does not knowingly employ an unauthorized alien. Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington, Attn: **Julie Ramey, 401 N. Morton, Bloomington, IN 47402.** **Consultant:** **Lambert Consulting.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. 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 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 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. Consultant shall sign an affidavit, attached hereto as Exhibit B, affirming that Consultant 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

LAMBERT CONSULTING

Andrew Lambert, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J Coyne, President, Board of Park Commissioners

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 _____, 2019.

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 _____, 2019.

Lambert Consulting

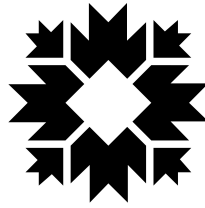
By: _____

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: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-8
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull
DATE: October 22, 2019
SUBJECT: SERVICE AGREEMENT WITH HARRELL-FISH INC. FOR FRANK SOUTHERN CENTER

Recommendation

Staff recommends approval of this service agreement. Funds from operating budget 200-18-182500-52310, 200-18-182500-53610.

Background

This additional service agreement with HFI was necessitated because we have exceeded the original department service agreement dollar amount with this vendor. There have been a few projects at Frank Southern Center that have exceeded the ceiling amount of \$4,000.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HARRELL-FISH INC.**

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

Article 1. Scope of Services Contractor shall repair, adjust, and/or replace mechanical, electrical, and plumbing at Frank Southern Ice Arena ("Services") for a set price of Seventy Eight Dollars (\$78) per hour Monday-Friday 7:00am-3:30pm and overtime/emergency hours rate of Ninety Three Dollars (\$93), plus any additional cost for parts and materials. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 1, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hsiung Marler as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Ninety Nine and zero cents (\$4,999.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler, 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 on an as needed basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Hsiung Marler, 401 N. Morton, Bloomington, IN 47402. **Contractor:** _HFI Inc. , 2010 W. Fountain Drive, Bloomington, IN 47404. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

HARRELL-FISH INC.

Name of Signatory, Title

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____.

Harrell-Fish Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-9
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson, Banneker Center Program/Facility Coordinator
DATE: October 22nd, 2019
SUBJECT: **REVIEW/APPROVAL OF ADDENDUM TO SERVICE AGREEMENT
WITH HARREL-FISH, INC.**

Recommendation

Staff recommends approval of the addendum to the agreement with Harrel-Fish, Inc. for HVAC annual services and repairs at the Banneker Community Center and Alison-Jukebox Building.

Background

Throughout the 2019 calendar year, both AJB and the Banneker Center have experienced HVAC maintenance repairs that have gone beyond the \$3,030 allocated in the yearly agreement with HFI. Banneker and AJB are increasing that amount not to exceed from \$3,030 to \$4,030 evenly split among the facility budgets to cover any maintenance issues that may arise throughout the rest of 2019.

RESPECTFULLY SUBMITTED,

Program/Facility Coordinator

**ADDENDUM
TO
AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
HARRELL-FISH INC.
FOR
ANNUAL SERVICE AGREEMENT**
Entered in this 22nd day of October, 2019

WHEREAS, on November 27th, 2019, the City of Bloomington Department of Parks and Recreation (the “Department”) and Harrel-Fish Inc. (“Contractor”) entered into an Agreement for HVAC services at the Banneker Community Center and Alison-Jukebox Building (“Agreement”); and

WHEREAS, the Department wishes to add \$1,000 for maintenance services; and

WHEREAS, pursuant to Article 23 of Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

Article 4. Compensation: To amend Article 4 of the Agreement to add an additional \$1,000 to the original \$3,030 not to exceed due to a larger number of maintenance services needed during the 2019 calendar year. Original agreement is attached to and incorporated into this Addendum to the Agreement as Exhibit A.

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

CITY OF BLOOMINGTON

Harrel-Fish, Inc.

Paula McDevitt, Director
Parks and Recreation Department

Mike Hupp, Vice President

Les Coyne, President
Board of Park Commissioners

Signature

Philippa M. Guthrie, Corporation Counsel



STAFF REPORT

Agenda Item: C-10
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: **October 22, 2019**
SUBJECT: **AGREEMENT WITH BLUESTONE TREE FOR 2019 WINTER TREE REMOVALS**

Recommendation

Staff recommends approval of the agreement with Bluestone Tree for removal of 10 hazardous public trees at 5 locations. All work will be completed by no later than March 15, 2020. The project will not exceed \$20,000 from GF 200-18-189503-53990.

Background

Perform tree removal services at 514 S Woodlawn Ave (one silver maple), 2230 S Brown Ave (two sugar maple), 2507 S Bryan St (two silver maples), 1113 N Indiana Ave (one sugar maple), 305 W 16th St (four ash trees). Cleanup of debris created from operation is included.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE LLC
FOR
2019 WINTER TREE REMOVALS**

This Agreement, entered into on this ____ day of October, 2019, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bluestone Tree, LLC (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to remove ten dead and/or hazardous trees at various locations in Bloomington; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before March 15, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty Thousand Dollars and zero cents (\$20,000). 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:

Mark Marotz
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract

any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington		Bluestone Tree LLC
Attn: Mark Marotz		Jerad Oren
401 N. Morton, Suite 250		PO Box 345
Bloomington, Indiana 47402		Clear Creek, IN 47426

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

BLUESTONE TREE, LLC

Philippa M. Guthrie, Corporation Counsel

Jerad Oren, 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:

Bluestone Tree will remove dead and/or hazardous trees from the following locations:

514 S Woodlawn Ave – one silver maple - \$2,700
2230 S Brown Ave – two sugar maple - \$4,000
2507 S Bryan St – two silver maples - \$6,500
1113 N Indiana Ave – one sugar maple - \$2,900
305 W 16th St – four ash trees - \$4,000

EXHIBIT B

“Project Schedule”

All work to be completed by no later than March 15, 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____.

Bluestone Tree LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-11
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: October 22, 2019
SUBJECT: AGREEMENT WITH J.R. ELLINGTON FOR 2019 WINTER TREE REMOVALS

Recommendation

Staff recommends approval of the agreement with J.R. Ellington removing 5 hazardous public trees at 3 locations. All work is to be completed by March 15, 2020. Funding for the agreement will not exceed \$8,600 - GF 200-18-189503-53990 - \$4,216 and GF 200-18-189000-53990 - \$4,384

Background

Perform tree removal services at Winslow Sports Complex (two dead ash trees), Blue Ridge / Griffy Lake Nature Preserve area (one dead ash), Lindbergh/12th/15th St. (two dead ash trees). Cleanup of debris created from the operation is included.

RESPECTFULLY SUBMITTED,

Staff Name, Title

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
J.R. ELLINGTON TREE EXPERTS
FOR
2019 WINTER TREE REMOVALS**

This Agreement, entered into on this ____day of October, 2019, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and J.R. Ellington Tree Experts (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to remove 5 dead and/or hazardous trees in Bloomington; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before March 15, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz 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 Eight Thousand Six Hundred Dollars and zero cents (\$8,600). 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:

Mark Marotz
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington	J.R. Ellington Tree Experts
Attn: Mark Marotz	Jeff Ellington
401 N. Morton, Suite 250	680 W. That Road
Bloomington, Indiana 47402	Bloomington, IN 47403

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

J.R. ELLINGTON TREE EXPERTS

Philippa M. Guthrie, Corporation Counsel

Jeff Ellington, 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:

J.R. Ellington Tree Experts will remove 5 trees at the following locations:

Winslow Sports Complex – two dead ash trees - \$4,800

Blue Ridge / Griffy Lake Nature Preserve area – one dead ash - \$1,450

Lindbergh/12th/15th St. – two dead ash trees - \$2,350

EXHIBIT B

“Project Schedule”

All work to be completed by no later than March 15, 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____.

J.R. Ellington Tree Experts

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-12
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: October 22, 2019
SUBJECT: Carriage Ride Contract- Holiday Market

Recommendation

Staff recommends approval of the contract for \$1,300 with Newsom's Carriage & Sleigh to provide carriage rides for the Holiday Market. Newsom's Carriage and Sleigh will bring two horse-drawn carriages to the holiday market and will offer rides from 10:00 am to 3:00 pm.

Background

The Department has contracted with Newsom's Carriage & Sleigh to provide carriage rides for attendees at the Holiday Market since 2017. This has been a great feature for the Market, adding an "Old World" flair. The Holiday Market is on Saturday, November 30 from 10 a.m. to 3 p.m. Parks will pay Newsom's Carriage & Sleigh \$1,300 (GF 200-18-186500-53990) for two horse-drawn carriages for the day. Participants will be charged \$5 per ride. Typically this activity breaks even. Staff has been given approval from the Board of Public Works for the route, and will require Newsom to provide manure bags for the horses, and seek approval of an animal fee waiver from Animal Care and Control.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Leslie Brinson". The signature is fluid and cursive, with the first name "Leslie" being more prominent than the last name "Brinson".

Leslie Brinson, Community Events Manager

**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 Newsom's Carriage and Sleigh ("Contractor").

Article 1. Scope of Services Contractor shall provide:

- Contractor will provide two horse carriages with horses for five hours of carriage rides. The carriage rides will be on Saturday, November 30th from 10:00am until 3:00pm.
- Contractor will provide all insurance documentation and veterinarian certification to the City of Bloomington Legal Department at least (7) days prior to the Holiday Market.
- Contractor will submit the horses used for the carriage rides to an inspection by the animal control officer per BMC 7.16.20.
- Contractor will remove all animal waste from any public street, alley, stream or public place or horses must wear diapers/ manure bags.
- Contractor will comply with the Board of Public Works' resolution that stipulates the route of the carriage rides on the day of the service.

("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 Saturday, 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 Leslie Brinson 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 (\$1300). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Leslie Brinson, Community Events Manager, 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:

Newsom's Carriage & Sleigh will provide two horse carriages with horses for five hours of carriage rides. The carriage rides will be on Saturday, November 30th from 10:00am until 3:00pm.

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Leslie Brinson, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Newsom's Carriage and Sleigh. 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

Newsom's Carriage and Sleigh

Ross Newsom, 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____.

Newsom's Carriage and Sleigh

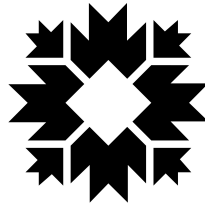
By: _____

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: C-13
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: October 22, 2019
SUBJECT: ADDENDUM TO GREEN DRAGON MOWING CONTRACT (PRIMARY LOCATIONS)

Recommendation

Staff recommends the approval of the renewal of the Contract with Green Dragon Lawn Care & Landscaping Inc. to perform regular mowing services at 24 locations during 2020 for \$60,450.00.
Funding source: 200-18-189000-53990

Background

The Operations Division has increasingly turned to mowing service contractors for grounds maintenance at selected park properties, facilities, and public right-of-ways in an ongoing effort to increase efficiency and lower costs. Green Dragon Lawn Care of Bloomington was awarded this mowing contract in 2018. They met all requirements in the contract and consistently exceeded expectations.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

ADDENDUM I
TO
AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWN CARE FOR MOWING SERVICES
(Entered in this _____ day of _____, 2019)

WHEREAS, on **June 12, 2018**, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Green Dragon Lawn Care (“Contractor”) to provide mowing services at 24 locations (Exhibit A is attached hereto and incorporated into this Addendum); and

WHEREAS, the Agreement expires on October 31, 2019, and

WHEREAS, the Department and Contractor wish to extend the Agreement for one additional year without changing any other terms of the Agreement; and

WHEREAS, pursuant to Article 26 of said Agreement, Agreement may be modified only by a written amendment signed by both parties; and

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

Article 1. Term: To amend Article 1 of the Agreement to reflect the change the completion day from October 31, 2019, to October 31, 2020.

Article 2. Schedule: To amend Article 6 (Schedule) to reflect the 2020 schedule: The Services for 2020 shall begin on or about April 1, 2020, and conclude on or about October 31, 2020.

Article 3. Compensation: Compensation paid to Green Dragon in 2020 shall not exceed the amount of Sixty Thousand Four Hundred Fifty Dollars and Zero Cents (\$60,450.00). The payments will be made according to Contractor’s monthly invoiced for the amount of work completed only.

Article 4. Modification: All other terms of the original Agreement (entered in on June 12, 2018) are still intact. Any other modification to the Agreement shall be in writing per Article 26 of the Agreement.

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

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE

Paula McDevitt, Director
Parks and Recreation Department

Brian Obery

Leslie J. Coyne, President,
Board of Park Commissioners

Title of Contractor Representative

Philippa M. Guthrie, Corporation Counsel

EXHIBIT "A"

Agreement



MEMORANDUM

TO: Philippa Guthrie
FROM: Paula McDevitt
DATE: June 4, 2018
RE: Contractual Mowing by Green Dragon Lawn Care

Funding Source: 200-18-189000-53990

Total Dollar Amount of Contract: \$60,450.00

Expiration Date of Contract: November 1, 2018

Department Head Initials of Approval: Paula McDevitt

Due Date For Signature: As soon as possible

Record Destruction Date (Legal Dept to fill in): 11/31/2028

Legal Department Internal Tracking #: 18-326

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Mike Rouker

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Paula McDevitt

Summary of Contract:

To provide mowing services at the following locations:

- 4th Street & Dunn Street Parking Lot
- Building and Trades Park
- College Mall Road & Moores Pike (NE Corner)
- Dodds Street Triangle Median Islands (2)
- Frank Southern Ice Arena
- Highland Village Park
- Mills Pool
- Park Ridge East Park
- Park Ridge Park
- Peoples Park
- Polly Grimshaw Trail

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWN CARE
FOR
2018 MOWING SERVICES AT 24 LOCATIONS**

This Agreement, entered into on this 14th day of June, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Green Dragon Lawn Care ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain the Contractor's services for 2018 mowing services at twenty four locations (more particularly described in Exhibit A, "Scope of Work") ; and

WHEREAS, the Department requires the services of a professional contractor in order to perform these mowing services (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, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. The term of this contract shall be for one year with the option to renew for two more terms (three year maximum) under exact terms of original contract.

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. Standard of Care is specified in, but is not limited to, Exhibit B, "Standard of Care", attached hereto and incorporated into this Agreement.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Sixty Thousand, Four Hundred Fifty Dollars and Zero Cents (\$60,450.00) as specified in Exhibit F, "Mowing Quote Form", attached hereto and incorporated into this Agreement. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. 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. 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 C, 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 D, 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	Green Dragon Lawn Care
Attn: Joanna Sparks, City Landscaper	Attn: Brian Obery, Owner
401 N. Morton, Suite 250	P.O. Box 296
Bloomington, Indiana 47402	Clear Creek, IN 47426

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

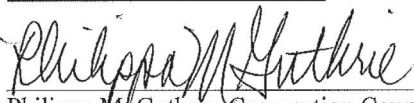
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter 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 E, affirming that Contractor has not engaged in any collusive conduct. Exhibit E 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


Philippa M. Guthrie, Corporation Counsel

GREEN DRAGON LAWN CARE


Brian Obery, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION


Dave Williams, Operations & Development Director


Kathleen Mills, President, Board of Park Commissioners

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>Mike Rouker</u> DATE: <u>6-6-2018</u>
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CITY OF BLOOMINGTON
Controller

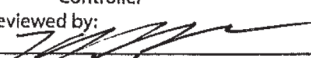
Reviewed by: 
DATE: 6-5-18
FUND/ACCT: 700-15-3390

EXHIBIT A

“Scope of Work”

The Services shall include the following:

A. Mowing Locations

- 4th Street & Dunn Street Parking Lot
- Building and Trades Park
- College Mall Road & Moores Pike (NE Corner)
- Dodds Street Triangle Median Islands (2)
- Frank Southern Ice Arena
- Highland Village Park
- Mills Pool
- Park Ridge East Park
- Park Ridge Park
- Peoples Park
- Polly Grimshaw Trail
- Schmalz Farm Park
- Seminary Park
- South Sare Road and East Rhorer Road, NE corner
- South Sare Road Medians (6)
- South Sare Road (Eastside Wall)
- South Sare Road (West Side Hill)
- Southeast Park
- SR 46 Median Islands
- Waldron, Hill, & Buskirk Park (includes BPD & AJB)
- West 8th Street, Adams Street, & Vernal Pike
- Winslow Road, Rogers Road, High Street Round-A-Bout
- Winslow Sports Complex
- Winslow Woods Park

Exhibit B

"Standard of Care"

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and debris within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected and disposed of properly by the Contractor.
2. Typically the amount of trash and litter is minimal and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the City Landscaper or their designer, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extents (dimensions, zone, property boundaries, etc.) of mowing work under the Agreement are, the City Landscaper or their designer, will make the final determination.
4. Grass shall be cut to a height of three (3) to five (5) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the 'cut blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All chain link fences require complete removal of vegetation from beneath the fence line.
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.
9. Contractor's equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf.
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the edging required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the soil might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.
13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it.

14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.

15. All debris collected in regards to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.

16. No use of herbicides around playgrounds, swimming pools, or dog park enclosures will be permitted. Herbicide use in any other area requires the prior approval of the City Landscaper or their designee. See Section 6- the Bloomington Parks and Recreation Department IPM Plan for more information.

17. If the Contractor notices any vandalism, or damage of any kind to turf, trees, bushes or any amenity located in the park area, or within of the extents of any contractually mowed area, they shall be reported to the City Landscaper or their designee, as soon as possible.

18. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the City Landscaper, Urban Forester, or their designee.

B. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the contracted work. The Contractor shall provide a sufficient number of operators and equipment to insure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupational Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc. shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the City Landscaper or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

The Contractor's personnel shall, at all times, present a neat appearance, and perform all mowing services in a safe manner and with courtesy to the recreating public. The City Landscaper or their designee, and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees in performing the work specified in this Agreement. The Contractor shall assume sole responsibility for the performance of their employees and shall address any concerns promptly and to the satisfaction of the City Landscaper or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the City Landscaper or their designee, may issue directives, and who shall accept and act upon such directives.

D. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws and ordinances shall be strictly observed. The City Landscaper or their designee, will require the Contractor to immediately discontinue all hazardous work practices upon verbal, or written, notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

E. Damage Provision

1. If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense.
2. *Any damage* to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of Seventy Five Dollars (\$ 75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractor's request, the City Landscaper will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and City Landscaper would determine, if any, what damage already exists prior to Contractor beginning work.

EXHIBIT C

"Project Schedule"

1. The time period for these services shall begin on or about June 15, 2018 and terminate on or about November 1, 2018.
2. Work performed by the Contractor shall involve approximately 20 weekly mowing cycles and approximately five monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the City Landscaper or their designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.
4. The Contractor shall communicate with the City Landscaper or their designee, regarding hours, schedules, and any other conditions affecting performance of the work.
5. The Contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
6. The City Landscaper or their designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

STATE OF INDIANA)
COUNTY OF Monroe)SS:

County of Residence: Maricopa

EXHIBIT E

STATE OF IN)
COUNTY OF Monroe) SS:

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 12th day of June, 2018.

Green Dragon Lawn Care

By: BRIAN OBERY

[Signature]

STATE OF IN)
COUNTY OF Monroe) SS:

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 12th day of June, 2018.

[Signature]
Notary Public's Signature

My Commission Expires: 6/26/2024

Barbara J Dumbear
Printed Name of Notary Public

County of Residence: Monroe

EXHIBIT F

Mowing Quote Form- Primary Locations

Location	Cost Per Mowing Cycle
4th Street & Dunn Street Parking Lot	\$ 35.00
Building and Trades Park	\$ 120.00
College Mall Road & Mooros Pike (NE Corner)	\$ 20.00
Doddle Street 1/2 length Medals Islands (2)	\$ 35.00
Frank Southern Inn Avenue	\$ 90.00
Highland Village Park	\$ 125.00
Mills Pool	\$ 65.00
Park Ridge Crest Park	\$ 100.00
Park Ridge Park	\$ 55.00
Pondus Park	\$ 40.00
Poly Gringham Farm	\$ 75.00
Schmale Farm Park	\$ 200.00
Sherman Park	\$ 120.00
South Gate Road and East Hunter Road, NE Corner	\$ 75.00
South Gate Road Medians (5)	\$ 100.00
South Gate Road (Eastside Island)	\$ 35.00
South Gate Road (West Side Hill)	\$ 35.00
Southwest Park	\$ 150.00
SR 40 Marion Island	\$ 55.00
Wadsworth Hill & Muskrat Park (Includes BFD & A.M)	\$ 100.00
West 8th Street, Acacia Street, S Vernal Pike	\$ 35.00
Winking Road, Rogers Road, High Street Round A Bout	\$ 175.00
Winking Sports Complex	\$ 280.00
Wrenow Woods Park	\$ 125.00
Total cost of all locations per mowing cycle	\$ 2025.00
Multiply by 28 (average number of cycles per year)	X 28

Total Average Yearly Cost: \$ 56,700.00

Please Remember:

- Quoted prices MUST remain in effect for the duration of the new (1) year contract.
- No guaranteed minimum or maximum number of mowing cycles is stated or implied.

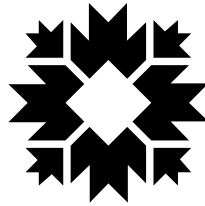
Name of Company: GREEN DRAGON LAWN CARE

Signature of Responsible Party: [Signature]

Printed Name of Responsible Party: BRIAN OBERY

Date: 3/5/18

Contact Information	
Address: <u>P.O. Box 296</u>	An approved affirmative subscription must be on file with the City of Bloomington prior to submitting quote. Timeliness must be submitted with Quote: 1. Proof of liability, or proof of ability to obtain insurance. 2. List of mowing equipment inventory. 3. Provide two or more references. 4. Provide details of experience in the Lawn Care business.
City: <u>CLEAR CREEK</u>	
State & ZIP: <u>IN 47426</u>	
Phone #1: <u>812 824 5619</u>	
Phone #2:	
Email: <u>BRIAN@GREENDRAGONLAWNCARE.COM</u>	



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-13
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: October 22, 2019
SUBJECT: ADDENDUM TO GREEN DRAGON MOWING CONTRACT (ALTERNATE LOCATIONS)

Recommendation

Staff recommends the approval of the renewal of the Contract with Green Dragon Lawn Care & Landscaping Inc. to perform regular mowing services at 13 locations during 2020 for \$51,610.00.

Funding source: 200-18-189000-53990

Background

The Operations Division has increasingly turned to mowing service contractors for grounds maintenance at selected park properties, facilities, and public right-of-ways in an ongoing effort to increase efficiency and lower costs. Green Dragon Lawn Care & Landscaping Inc. of Bloomington was awarded this mowing contract in 2018. They met all requirements in the contract and consistently exceeded expectations.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

ADDENDUM I
TO
AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWN CARE FOR MOWING SERVICES
(Entered in this _____ day of _____, 2019)

WHEREAS, on **April 10, 2018**, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Green Dragon Lawn Care (“Contractor”) to provide mowing services at 13 locations (Exhibit A is attached hereto and incorporated into this Addendum); and

WHEREAS, the Agreement expires on October 31, 2019, and

WHEREAS, the Department and Contractor wish to extend the Agreement for one additional year without changing any other terms of the Agreement; and

WHEREAS, pursuant to Article 26 of said Agreement, Agreement may be modified only by a written amendment signed by both parties; and

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

Article 1. Term: To amend Article 1 of the Agreement to change the completion day from October 31, 2019, to October 31, 2020.

Article 2. Schedule: To amend Article 6 (Schedule) to reflect the 2020 schedule: The Services for 2020 shall begin on or about April 1, 2020, and conclude on or about October 31, 2020.

Article 3. Compensation: Compensation paid to Green Dragon in 2020 shall not exceed the amount of Fifty Thousand Six Hundred Ten Dollars and Zero Cents (\$51,610.00). The payments will be made according to Contractor’s monthly invoice for the amount of work completed only.

Article 4. Modification: All other terms of the original Agreement (entered in on April 10, 2018) are still intact. Any other modification to the Agreement shall be in writing per Article 26 of the Agreement.

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

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE

Paula McDevitt, Director
Parks and Recreation Department

Brian Obery

Leslie J. Coyne, President,
Board of Park Commissioners

Title of Contractor Representative

Philippa M. Guthrie, Corporation Counsel

EXHIBIT "A"

Agreement



MEMORANDUM

TO: Philippa Guthrie
FROM: Paula McDevitt
DATE: March 15, 2018
RE: Contractual Mowing by Green Dragon Lawn Care

Funding Source: 200-18-189000-53990

Total Dollar Amount of Contract: \$51,610.00

Expiration Date of Contract: November 1, 2018

Renewal Date: NA

Department Head Initials of Approval: PM

Due Date For Signature: March 23, 2018

Record Destruction Date (Legal Dept to fill in): 2028

Legal Department Internal Tracking #: 18-168

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Anahit Behjou

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: Paula McDevitt

Summary of Contract:

To provide mowing services at the following locations:

- 6th Street & Lincoln Street
- 7th Street & Morton Street
- Banneker Community Center
- City Hall/ Showers Commons
- Crestmont Park
- Ferguson Dog Park
- Kirkwood Avenue & North Adams Street (SW corner)
- Latimer Woods
- McDoel Gardens
- Miller-Showers Park
- Patterson Drive
- RCA Community Park
- Rev. Ernest D. Butler Park

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWN CARE
FOR
2018 MOWING SERVICES AT 13 LOCATIONS**

This Agreement, entered into on this 10 day of April, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Green Dragon Lawn Care ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain the Contractor's services for 2018 mowing services at thirteen locations (more particularly described in Exhibit A, "Scope of Work"); and

WHEREAS, the Department requires the services of a professional contractor in order to perform these mowing services (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, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. The term of this contract shall be for one year with the option to renew for two more terms (three year maximum) under exact terms of original contract.

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. Standard of Care is specified in, but is not limited to, Exhibit B, "Standard of Care", attached hereto and incorporated into this Agreement.

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 Fifty-one Thousand, Six Hundred Ten Dollars and Zero Cents (\$51, 610.00) as specified in Exhibit F, "Mowing Quote Form", attached hereto and incorporated into this Agreement. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. 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. 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 C, 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 D, 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	Green Dragon Lawn Care
Attn: Joanna Sparks, City Landscaper	Attn: Brian Obery, Owner
401 N. Morton, Suite 250	P.O. Box 296
Bloomington, Indiana 47402	Clear Creek, IN 47426

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

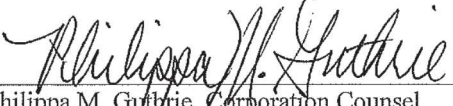
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter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

Article 27. Non-Collusion

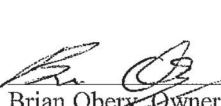
Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone 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 E, affirming that Contractor has not engaged in any collusive conduct. Exhibit E 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.

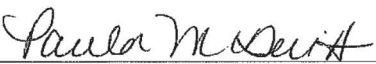
CITY OF BLOOMINGTON


Philippa M. Guthrie, Corporation Counsel

GREEN DRAGON LAWN CARE


Brian Oberg, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION


Paula McDevitt, Director


Kathleen Mills, President, Board of Park Commissioners

CITY OF BLOOMINGTON
Controller

Reviewed by:

DATE: 3-16-18

FUND/ACCT: 200-189000-53990

7

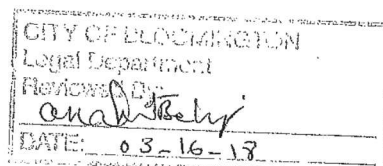


EXHIBIT A
“Scope of Work”

The Services shall include the following:

A. Mowing Locations

6th Street & Lincoln Street
7th Street & Morton Street
Banneker Community Center
City Hall/ Showers Commons
Crestmont Park
Ferguson Dog Park
Kirkwood Avenue & North Adams Street (SW corner)
Latimer Woods
McDoel Gardens
Miller-Showers Park
Patterson Drive
RCA Community Park
Rev. Ernest D. Butler Park

Exhibit B
“Standard of Care”

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and debris within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected and disposed of properly by the Contractor.
2. Typically the amount of trash and litter is minimal and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the City Landscaper or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extents (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement are, the City Landscaper or their designee, will make the final determination.
4. Grass shall be cut to a height of three (3) to five (5) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All chain link fences require complete removal of vegetation from beneath the fence line.
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.
9. Contractor's equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf.
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the sod might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.
13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it.

14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.

15. All debris collected in regards to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.

16. No use of herbicides around playgrounds, swimming pools, or dog park enclosures will be permitted. Herbicide use in any other area requires the prior approval of the City Landscaper or their designee. See Section 6- the Bloomington Parks and Recreation Department IPM Plan for more information.

17. If the Contractor notices any vandalism, or damage of any kind to turf, trees, bushes or any amenity located in the park area, or within of the extents of any contractually mowed area, they shall be reported to the City Landscaper or their designee, as soon as possible.

18. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the City Landscaper, Urban Forester, or their designee.

B. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the contracted work. The Contractor shall provide a sufficient number of operators and equipment to insure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupation Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc. shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the City Landscaper or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

The Contractor's personnel shall, at all times, present a neat appearance, and perform all mowing services in a safe manner and with courtesy to the recreating public. The City Landscaper or their designee, and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees in performing the work specified in this Agreement. The Contractor shall assume sole responsibility for the performance of their employees and shall address any concerns promptly and to the satisfaction of the City Landscaper or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the City Landscaper or their designee, may issue directives, and who shall accept and act upon such directives.

D. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws and ordinances shall be strictly observed. The City Landscaper or their designee, will require the Contractor to immediately discontinue all hazardous work practices upon verbal, or written, notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

E. Damage Provision

1. If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense.
2. *Any damage* to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of Seventy Five Dollars (\$ 75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractor's request, the City Landscaper will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and City Landscaper would determine, if any, what damage already exists prior to Contractor beginning work.

EXHIBIT C

“Project Schedule”

1. The time period for these services shall begin on or about April 1, 2018 and terminate on or about November 1, 2018.
2. Work performed by the Contractor shall involve approximately 26 weekly mowing cycles and approximately seven monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the City Landscaper or their designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.
4. The Contractor shall communicate with the City Landscaper or their designee, regarding hours, schedules, and any other conditions affecting performance of the work.
5. The Contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
6. The City Landscaper or their designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

EXHIBIT D
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the Owner of Green Dragon Lawn Care
(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.

Brian Obery
Signature
BRIAN OBERY
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 10th day of April, 2018.

Barbara J Dunbar
Notary Public's Signature

My Commission Expires: 6/26/2024

Barbara J Dunbar
Printed Name of Notary Public

County of Residence: Monroe

EXHIBIT E

STATE OF IN)
) SS:
COUNTY OF Monroe)

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 10th day of April, 2018.

Green Dragon Lawn Care

By: Brian Obery
BRIAN OBERY

STATE OF IN)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 10th day of April, 2018.

Barbara J. Dunbar
Notary Public's Signature

My Commission Expires: 6/20/2024

Barbara J. Dunbar
Printed Name of Notary Public

County of Residence: Monroe

EXHIBIT F

Mowing Quote Form- Alternate Locations

Location	Cost Per Mowing Cycle
8th Street & Lincoln Street	\$ 35.00
7th Street & Morton Street	\$ 35.00
Bunnaker Community Center	\$ 65.00
City Hall Showers Coram Ohio	\$ 100.00
Crescent Park	\$ 320.00
Ferguson Dog Park	\$ 400.00
Kirkwood Avenue & North Adams Street (SW corner)	\$ 75.00
Lulliner Woods	\$ 70.00
McDoel Gardens	\$ 50.00
Miller-Shower Park	\$ 265.00
Pullerton Drive	\$ 80.00
RCA Community Park	\$ 240.00
Roy, Ernest C. Butler Park	\$ 250.00
Total cost of all locations per mowing cycle	\$ 1985.00
Multiply by 26 (average number of cycles per year)	X 26
Total Average Yearly Cost	\$ 51,610.00

Please Remember:

- Quoted prices MUST remain in effect for the duration of the one (1) year contract.
- No guaranteed minimum or maximum number of mowing cycles is stated or implied.

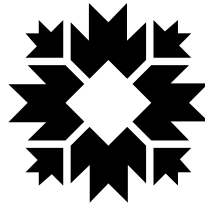
Name of Company: GREEN DRAGON LAWN CARE

Signature of Responsible Party: [Signature]

Printed Name of Responsible Party: BRIAN DERRY

Date: 3/5/18

Contact Information	Requirements
Address: <u>PO BOX 296</u>	An approved alternative action plan must be on file with the City of Youngster prior to submitting quote.
City: <u>CLEAR CREEK</u>	The following must be submitted with Quote:
State & ZIP: <u>TX 47426</u>	1. Proof of insurance or proof of ability to obtain insurance.
Phone #1: <u>817 824 5619</u>	2. List of mowing equipment inventory
Phone #2:	3. Provide two or more references
E-mail:	4. Provide details of experience in the Lawn Care business.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-14
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: October 22, 2019
SUBJECT: REVIEW/APPROVAL OF AGREEMENT WITH BRUCE WILDS SECURITY
FOR GRIFFY LAKE NATURE PRESERVE COMMUNITY HUNTING ACCESS
PROGRAM HUNT


Recommendation

Staff recommends approval of this agreement. Funding Source:201-18-184000-53990
Total Dollar Amount of Contract: \$4,900

Background

The agreement will provide for security during the Griffy Lake Nature Preserve Community Hunting Access Program hunt. The contractor will patrol the perimeter of the park during the hunt to inform the public that the park is closed.

RESPECTFULLY SUBMITTED,



Steve Cotter, Natural Resources Manager

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
DEPARTMENT
AND
BRUCE WILDS SECURITY**

This Agreement, entered into on this 22th day of October, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce Wilds Security ("Contractor").

Article 1. Scope of Services Contractor shall provide security for the Griffy Lake Community Hunting Access Program. ("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 March 1, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Steve Cotter as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4900). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Steve Cotter The Staff, 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: November 16, 17, 23, 24, 30 and December 1, 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.

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

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

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

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

Department: City of Bloomington, Attn: Steve Cotter, 401 N. Morton, Bloomington, IN 47402.

Contractor: Bruce Wilds Security Attn: Bruce Wilds, 602 E. Waterloo Court, Bloomington, IN 47401.

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

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

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

any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Bruce Wilds Security

Philippa M. Guthrie, Corporation Counsel

Bruce Wilds, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President
Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Bruce Wilds Security

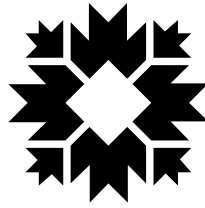
By: _____

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 _____, 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: C-15
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull
DATE: October 22, 2019
SUBJECT: SERVICE AGREEMENT WITH DEEM Inc. FOR FRANK SOUTHERN CENTER

Recommendation

Staff recommends approval of this service agreement. Funds from operating budget 200-18-182500-52310, 200-18-182500-53610, 201-18-18250-52310, 201-18-182500-53610.

Background

This additional service agreement with DEEM Inc. was necessitated because we have exceeded the original department service agreement dollar amount with this vendor. There have been a few projects at Frank Southern Center that have exceeded the ceiling amount of \$4,000.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
DEEM, LLC**

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

Article 1. Scope of Services Contractor shall provide mechanical, electrical, and plumbing repair and replacement ("Services") at an hourly rate of One Hundred Dollars (\$100.00) per technician plus materials. Contractor shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an hourly rate of One Hundred Fifty Dollars and Fifty Cents (\$150.50) per technician plus materials. Contractor may charge a Sixty Dollar (\$60.00) truck charge. 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 Hsiung Marler 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 Ten Thousand Dollars (\$10,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services as needed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, **Attn: Hsiung Marlter, 401 N. Morton, Bloomington, IN 47402.** **Contractor: _Harrell-Fish Inc., 2010 W. Fountain Drive, Bloomington, In 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Harrell-Fish Inc.

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Date

Paula McDevitt, Director
Parks and Recreation Department

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____.

Harrell-Fish Inc.

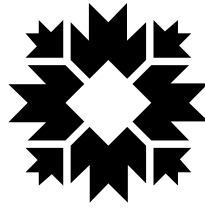
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-16
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull
DATE: October 22, 2019
SUBJECT: AGREEMENT WITH PRECISION QUALITY CONTRACTING FOR
CASCADES GOLF COURSE CLUBHOUSE

Recommendation

Staff recommends approval of this service agreement. Funds from General Obligation Bond 977-18-18016A-54510 Project code 977 2017c.

Background

This agreement is to connect the new clubhouse building to network wiring per the architectural drawings and City of Bloomington Information Technology Services specifications. ITS bid this job and has used Precision Quality Contracting in other projects.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

**AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
PRECISION QUALITY CONTRACTING, LLC**

This agreement, entered into on this ____ day of October, 2019, by and between the City of Bloomington Parks and Recreation Department (hereinafter referred to as the "City") and Precision Quality Contracting, LLC (hereinafter referred to "Precision"), WITNESSETH THAT:

WHEREAS, the City wants to install network cabling at the Cascades Clubhouse; and

WHEREAS, Precision has a demonstrated knowledge of the City's network infrastructure standards and a demonstrated ability to assist in accomplishing the objectives of the City; and

WHEREAS, the City desires to engage Precision to install network cabling and Precision is willing to provide such services;

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

Article 1. Scope of Services: Precision shall provide the following services at Cascades Clubhouse: supply and install a 24"X30"24" handhole over existing conduits and install Riser to pole 167-433 and restore ground; supply and install 19" relay rack and overhead racking; and supply and install CAT 6 and RG6 wiring in new clubhouse per supplied print, all as described in Precision's quotes to the City, attached as Exhibit A, in a satisfactory and proper manner in accordance with direction provided by the City's representative or designee.

Article 2. Time of Performance: Precision has completed the services described in Article 1.

Article 3. Personnel: Precision represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this agreement. Such personnel shall not be employees of the City or have any contractual relationships with the City. All the services required hereunder will be performed by Precision or under its supervision and all personnel engaged in

the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

Article 4. Standard of Care: Precision shall be responsible for completing 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. The City shall be the sole judge of the adequacy of Precision's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of Precision's performance. Upon notice to the Precision, and by mutual agreement between the parties, Precision will, without additional compensation, correct any services not meeting such a standard.

Article 5. Responsibilities of the City: The City shall provide Precision all necessary information regarding requirements for the Services. The City shall furnish Precision all such information as expeditiously as is necessary for the orderly progress of the work, and Precision shall be entitled to rely on the accuracy and completeness of the information. The City designates Rick Routon to act on its behalf with respect to this Agreement.

Article 6. Compensation: Precision will invoice City for services rendered as work is performed on the project after the work is completed. The total amount of payment in accordance with this Agreement shall be \$1550 for installing the handhold and riser, \$525.00 for supplying and installing the rack and \$17,443.47 for installing the CAT 6 and RG6 wiring, as described in Exhibit A. Payment will be made by the City within 45 days of receiving invoices. Precision will submit invoices to Rick Routon.

Rick Routon
ITS
City of Bloomington
401 N. Morton Street
Bloomington, IN 47404
812 349-3856/routonr@bloomington.in.gov

Additional services not set forth in Article 1, or changes in services, must be authorized in writing by the City's project representative before such work is performed or before expenses are incurred. The City shall not make payment for any unauthorized work or expenses.

Article 7. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 8. Termination for Convenience of City: The City may terminate this Agreement at any time by giving at least fifteen days' notice in writing to Precision. If Precision is terminated by the City as provided herein, Precision will be paid for the services performed to the time of termination.

Article 9. Identity of the Contractor: Neither Precision nor its employees are considered to be employees of the City, for any purpose whatsoever. Precision is an independent contractor in the performance of the services described herein. Precision shall be 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 10. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Precision and furnished to the City as part of the Services shall become the property of the City. Precision shall retain its ownership rights in design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, used or modified in the performance of the Services shall remain the property of Precision.

Article 11. Indemnification: To the fullest extent permitted by law, Precision shall indemnify and hold harmless the City of Bloomington and its officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property (collectively "Claims") but only to the extent that such claims are found on a comparative basis of fault to be caused by any negligent act or omission of Precision or Precision's officers, directors, partners, employees or sub-consultants in the performance of Services under this agreement.

Article 12: Conflict of Interest: Precision declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. Precision agrees that

no person having any such interest shall be employed in the performance of this Agreement.

Article 13. 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 14. 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 15. Assignment: Neither the City nor Precision shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Precision may assign its right to payment without the City's consent. 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 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Precision.

Article 17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any dispute arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 18. Non-Discrimination: Precision shall comply with City of Bloomington Ordinance 2.21.020 and all other applicable federal, state and local laws and regulations governing non-discrimination in employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating

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

Article 19. Compliance with Laws: In performing the Services under this Agreement, Precision shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations.

Article 20. E-Verify. Precision 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.) Precision shall sign an affidavit, attached as Exhibit B, affirming that Precision does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1234a(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.

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

Precision shall require any sub-contractor performing work under this Agreement to certify to Precision that, at the time of certification, the sub-contractor does

not knowingly employ or contract with an unauthorized alien and the sub-contractor has enrolled in and is participating in the E-Verify program. Precision shall maintain on file all sub-contractor certifications throughout the term of the Agreement with the City.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:

Precision Quality Contracting

Rick Routon
City of Bloomington
401 N. Morton
Bloomington, IN 47404

John Tesmer
317 N. Vine Street
Greencastle, IN 46135

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

Article 22. Intent to be Bound: The City and Precision each bind itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and Precision. 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 herein.

Article 24. Non-Collusion: Precision is required to certify that it has not, nor has any other member, representative or agent of Precision, 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. Precision shall sign an affidavit, attached hereto as Exhibit C, affirming that Precision has not engaged in any collusive

conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

Article 25. Entire Agreement. This agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution thereof or contemporaneous herewith.

Article 26. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity of enforceability of any other part of this Agreement so long as the remainder of this Agreement is reasonable capable of completion.

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

CITY OF BLOOMINGTON

Paula McDevitt, Director
Parks and Recreation Department

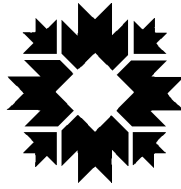
Leslie J. Coyne, Park Board President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel

PRECISION QUALITY CONTRACTING

Name

Title of Contractor Representative



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-17
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: Kim Clapp, Office Manager
DATE: October 23, 2019
SUBJECT: **REVIEW OF 2020 PRICE SCHEDULE**

Background

Staff request the Board of Park Commissioners review the attached 2020 Price Schedule –Draft. Staff will seek final approval at the November 19, 2019 Board of Park Commissioners meeting. The following is an Executive Summary of the proposed changes:

- Page 1 Administrative Services – Equipment Rental, Adult Programs, and Inclusive Recreation
No Changes
- Page 2 Adult Sports – League Registrations, Tournaments, Tennis
Changes include:
 Under League Registrations/Tournaments/Tennis
 - Delete Flag Football – Team Fee
 - Delete Flag Football – Individual Fee
- Page 3 Adult Sports/Youth Sports – Field Rentals, Player Fees, and Concessions
Changes include:
 Under Field Rental/Player Fees
 - Change wording from “Olcott Park – one time lining” to “Olcott Park – requested lining”
- Page 4 Aquatics – Bryan Pool/Mills Pool – Admissions
No Changes
- Page 5 Aquatics – Bryan Pool/Mills Pool – Facility Rentals, Programs, Classes, and Special Events
No Changes
- Page 6 Banneker Center – Facility Rentals, Programs, Classes, Special Events
No changes
- Page 7 Cemetery Services – Lot Sales, Inurnment, Interment, and Disinterment
Changes include:
 Under Rose Hill Cemetery and Mausoleum

- Increased Cremation Lots-per space in Section H from \$550 to \$600 In City / from \$675 to \$725 Out of City
- Increased Mausoleum Interment/Disinterment Monday through Friday from \$575 to \$600 increased additional fee from \$150 to \$175 if arriving after 2 pm.
- Add to Mausoleum Interment/Disinterment Saturday additional fee of \$175 if arriving after 2 pm.
- Increased Mausoleum Inurnment/Disinurnment Monday through Friday from \$425 to \$450 and increased additional fee from \$150 to \$175 if arriving after 2 pm.
- Add to Mausoleum Inurnment/Disinurnment Saturday additional fee of \$175 if arriving after 2 pm.

Under White Oak Cemetery

- Increases full size individual lots from \$700 to \$750 In City / from \$850 to \$900 Out of City.

Under Rose Hill and White Oak Cemetery

- Increased Interment/Disinterment Monday through Friday from \$700 to \$750 and increased additional fee from \$250 to \$300 if arriving after 2 pm.
- Add to Interment/Disinterment Saturday additional fee of \$300 if arriving after 2 pm.
- Increased Inurnment/Disinurnment Monday through Saturday from \$425 to \$450 and increased additional fee from \$150 to \$175 if arriving after 2 pm.
- Added to Inurnment/Disinurnment Saturday additional fee of \$175 if arriving after 2 pm.

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Community Events – April/November Farmers’ Market

Changes include:

Under November Farmers’ Market

- Changed from based on 4 regular Market days to 3 regular Market days in November
- Changed Holiday Market from 5th to 4th Market Day in November
- Decrease large space application fee from \$72 to \$54
- Decrease large space application fee senior or youth from \$48 to \$36
- Decrease small space application fee from \$40 to \$30
- Decrease small space application fee senior or youth from \$28 to \$21

Page 9

Community Events – Saturday Farmers’ Market May/October, Tuesday Farmers’ Market

Changes include:

Under Tuesday Farmers’ Market

- Changed from “Tuesday Farmers’ Market” to “Weekday Farmers’ Market”
- Increased space from \$119 (\$7 per day) to \$180 (\$10 per day)
- Increased senior or youth space from \$85 (\$5 per day) to \$126.00 (\$7 per day)
- Increase unreserved space from \$7 per day to \$10 per day
- Increased unreserved senior or youth space from \$5 per day to \$7 per day

Under Miscellaneous

- Change from “Homegrown Indiana Farm Tour” to “Registration for Farm Programming”
- Changed all prepared food vendors from “\$10 - \$499 +10% gross proceeds” to “10% gross proceeds.”

Page 10

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

Under Gardens

- Increased Rev. Butler Park Gardens small plots from \$33 to \$37 In City / from \$38 to \$44 Out of City.
- Increased Rev. Butler Park Gardens raised beds from \$33 to \$37 In City / from \$38 to \$44 Out of City.

- Add Switchyard Park Gardens – raised beds \$37 In City and \$44 Out of City

- Add Switchyard Park garden clearing fee \$30 - \$60

Under Waldron, Hill, and Buskirk Park Stage Rental

- Changed to “Stage Rentals”
 - Add lines Switchyard Park Stage Rental to see page #16
- Under A Fair of the Arts 2nd Saturday of Month May-October*
- Increase booth space from \$55 to \$60

Page 11 Community Events – Mobile Stage Rental, Other Rental

No changes

Page 12 Franks Southern Ice Arena – User Fees, Facility Rental, Programs, Classes, Special Events

Changes include:

Under User Fees/Facility Rental

- Increase rink rental prime time from \$205 to \$230
- Increase rink rental non-prime time from \$195 to \$220

Under Programs/Classes Special Events

- Increase Hockey Initiation – from \$50 to \$55 In City / from \$55 to \$60 Out of City
- Increase Youth Hockey Cubs – from \$170 to \$175 In City / from \$185 to \$190 Out of City

Page 13 Golf Services – Green Fees, Season Passes, Facility Rental, Programs, Classes, and Special Events

Changes include:

Under Green Fees/Season Passes/Other

- Increase Range Balls per bucket – large from \$5 to \$6 / small from \$3 to \$4
- Increase 20 Bucket Range Ball Pass – from \$80 to \$100

Under Clubhouse Rental, Programs, Classes, Special Events

- Add Banquet Room per day, any day of the week \$400
- Add Banquet Room per hour, and day of the week \$50
- Add Banquet Room per day, with golf outing \$100
- Add Conference Room per day, any day of the week \$150
- Add Conference Room per hour, and day of the week \$25

Page 14 Natural Resources

Changes include:

Under Launch Permits

- Increase Annual permit from \$70 to \$80
- Increase 2nd Annual permit from \$10 to \$20
- Increase Daily permit from \$7 to \$8

Under Canoe/Boat rental

- Add line for late fee (all boats returned after closing hours) \$20

Under Misc.

- Add line for replacement fee (lost, stolen, damaged items – such as life jackets and paddles) \$50

Page 15 Operations Services – Shelter Rentals

Under Shelter Rental

- Add Switchyard Park large picnic shelter weekdays M-F \$75
- Add Switchyard park large picnic shelter weekends & holidays \$90

Page 16 Add Switchyard Park Price Page

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

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

Page 19 Twin Lakes Recreation Center – TLRC Fitness
No Changes

Page 20 Youth Programs – Facility Rental, Programs, Classes, and Special Events
Changes include:

Under Program /Classes Special Events

- Increase Kid City Original from \$170 to \$175 In City / from \$175 to \$180 Out of City
- Increased Kid City Quest from \$160 to \$165 In City / from \$165 to \$170 Out of City
- Increase CIT program from \$170 to \$175 In City / from \$175 to \$180 Out of City
- Increase Kid City Break Days per day range - from \$35 - \$45 to \$40 - \$45 In City / from \$35 - \$50 to \$40 - \$50 Out of City

Page 21 Miscellaneous
Changes include:
Under Non-Reverting Fund Miscellaneous

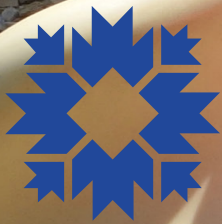
- Add advertising \$400 - \$30,000
- Add sponsorship \$100 - \$5,000

RESPECTFULLY SUBMITTED,



Kim Clapp, Office Manager

Bloomington Parks and Recreation 2020 Price Schedule



CITY OF BLOOMINGTON
Parks and Recreation



BLOOMINGTON PARKS & RECREATION

*Administrative Transaction Fee is included in all prices

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

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADMINISTRATIVE SERVICES

NON-REVERTING FUND		
	2020 IN CITY FEES	2020 OUT of CITY FEES
EQUIPMENT RENTAL		
Volleyball Standards	16.00 + 50.00 deposit	na
Picnic/Party Kits	15.00 + 50.00 deposit	na

PROGRAM UNIT: ADULT PROGRAMS

Cost Recovery Goal = 75%

NON-REVERTING FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
PROGRAMS/CLASSES/ SPECIAL EVENTS		
Living and Learning Classes	7.00 - 250.00	7.00 - 313.00
Sailing at Lake Monroe-Youth Camp*	7.00 - 350.00	7.00 - 663.00
Sailing at Lake Monroe-Adult Instruction*	7.00 - 600.00	7.00 - 663.00

PROGRAM UNIT: INCLUSIVE RECREATION

Cost Recovery Goal = 2%

NON-REVERTING FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
PROGRAMS/CLASSES/ SPECIAL EVENTS		
Special Interest Programs/Classes/Special Events	1.00 - 300.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS

Cost Recovery Goal = 75%

NON-REVERTING FUND		
LEAGUE REGISTRATIONS TOURNAMENTS TENNIS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Adult Softball League - Team Registration		
Spring	720.00	na
Fall	720.00	na
Adult Softball Tournaments	175.00-350.00	na
Forfeit Fee - Softball	25.00	na
Tennis:		
Adult Lessons - 2 per week for 4 weeks	47.00	55.00
Youth Lessons (ages 5 - 17) - 2 per week for 4 weeks	41.00	49.00
Tennis Tournament - Singles	16.00	na
Tennis Tournament - Doubles A Team	18.00	na
Volleyball:		
Adult Volleyball - Team Fee	80.00 - 200.00	na
Adult Volleyball - Individual Fee	20.00 - 30.00	na

Deleted all Football Fees

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS/YOUTH SPORTS

Cost Recovery Goal

Adult Sports = 75% Youth Sports = 40%

GENERAL FUND & NON-REVERTING FUND		
FIELD RENTAL PLAYER FEES	2020 PARTNER FEES	2020 NON-PARTNER FEES
Winslow Sports Complex:		
Practice	16.00	18.00
Practice with lights	20.00	22.00
Weeknight Competition	23.00	25.00
Weekend Competition	25.00	27.00
With on-site maintenance	30.00	30.00
All day per field	165.00	na
Lower Cascades ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
All day per field	165.00	na
Twin Lakes ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
All day per field	165.00	na
Bryan Park ballfield rental (per hour/per field):		
Practice	10.00	na
Competition	12.00	na
Butler Park ballfield rental (per hour/per field)	10.00	na
Olcott Park ballfield rental (per hour):		
Competition Field Grandstand (South)	43.00	45.00
Non-Competition Field (North)	43.00	45.00
Olcott Park practice - either field	22.00	24.00
Olcott Park practice with lights - either field	24.00	26.00
Olcott Park - requested lining	300.00	300.00
(changed from one time lining to requested lining)		

NON-REVERTING FUND		
Concessions Services	2020 IN CITY FEES	2020 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

GENERAL FUND		
BRYAN PARK POOL	2020 IN CITY FEES	2020 OUT OF CITY FEES
General Admission (3 yrs. and under free)	5.00	na
Individual Season Pass includes swimming and water slide	50.00	na

GENERAL FUND		
MILLS POOL	2020 IN CITY FEES	2020 OUT OF CITY FEES
General Admission (3 yrs. and under free)	5.00	na
Individual Season Pass	50.00	

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Group swimming lessons (both Bryan and Mills pools)	60.00	70.00
Lifeguard training and WSI and Lifeguard Instructor	100.00 - 300.00	na
AquaFit	60.00 - 120.00	na

RENTALS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Bryan Pool private rental - entire facility: main pool, waterslides, Limestone Lagoon	325.00/hour	na
Bryan Pool private rental: main pool only	275.00/hour	na
Mills Pool private rental: entire facility	200.00/hour	na
Mills Pool - Open Swim Day Rental Half Day Rental Open to the public for general admission	750.00	na
Mills Pool - Open Swim Day Rental Full Day Rental Open to the public for general admission	1200.00	na

NON-REVERTING FUND		
Concessions Services	2020 IN CITY FEES	2020 OUT OF CITY FEES
Concession items	.50 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: BANNEKER COMMUNITY CENTER

Cost Recovery Goal = 20%

NON-REVERTING FUND		
	2020 IN CITY FEES (plus deposit - see below)	2020 OUT OF CITY FEES (plus deposit - see below)
FACILITY RENTAL		
Rental during operational hours	per hour	per hour
Category A* - any room	0.00	0.00
Category B** - any room	0.00	0.00
Category C*** - kitchen	30.00	na
Category C*** - 3rd floor	40.00	na
Category C*** - Gymnasium	45.00	na
Category C*** - Gymnasium Bulk	40.00	
Rental during non-operational hours		
Category A* - any room	0.00	0.00
Category B** - gymnasium	35.00	na
Category B** - whole building	75.00	na
Category B** - gymnasium bulk rate	30.00	
Category C*** - gymnasium bulk rate	50.00	
Category C*** - kitchen	40.00	na
Category C*** - Gymnasium	55.00	na
Category C*** - 3rd floor	45.00	na
Category C*** - whole building	140.00	na

*CATEGORY A = Parks department/City departments/MCCSC

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

***CATEGORY C = Private use

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

All rentals require a 50% deposit.

NON-REVERTING FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
PROGRAMS/CLASSES		
SPECIAL EVENTS		
Special Events & Classes	0.00-200.00	na
Banneker Summer Camp	10.00/wk	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: CEMETERY SERVICES

Cost Recovery Goal = 3%

ROSE HILL CEMETERY - GENERAL FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
LOT SALES		
Individual lots	NONE AVAILABLE	NONE AVAILABLE
Plot Survey Request	25.00-200.00	25.00-200.00
Cremain lots - per space	600.00	725.00
Mausoleum niches for ashes	1400.00	1500.00
MAUSOLEUM		
INTERMENT/DISINTERMENT		
Monday - Friday	600.00 with additional fee of 175.00 if arriving after 2 pm	600.00 with additional fee of 175 if arriving after 2 pm
Saturday	825.00 with additional fee of 175.00 if arriving after 2 pm	825.00 with additional fee of 175.00 if arriving after 2 pm
INURNMENT/DISINURNMENT		
Monday - Friday	450.00 with additional fee of 175.00 if arriving after 2 pm	450.00 with additional fee of 175.00 if arriving after 2 pm
Saturday	675.00 with additional fee of 175.00 if arriving after 2 pm	675.00 with additional fee of 175.00 if arriving after 2 pm
WHITE OAK CEMETERY - GENERAL FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
LOT SALES		
Individual lots - per space (4' x 10")	750.00	900.00
Trustees (includes lot and interment)	550.00	550.00
BOTH ROSE HILL & WHITE OAK CEMETERY - GF		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
INTERMENT/DISINTERMENT		
GROUND		
Monday - Friday	750.00 with additional fee of 300.00 if arriving after 2 pm	750.00 with additional fee of 300.00 if arriving after 2 pm
Saturday	1000.00 with additional fee of 300.00 if arriving after 2 pm	1000.00 with additional fee of 300.00 if arriving after 2 pm
INURNMENT/DISINURNMENT		
Monday-Friday	450.00 with additional fee of 175.00 if arriving after 2 pm	450.00 with additional fee of 175.00 if arriving after 2 pm
Saturday	675.00 with additional fee of 175.00 if arriving after 2 pm	675.00 with additional fee of 175.00 if arriving after 2 pm

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MKT

Cost Recovery Goal = 100%

NON-REVERTING FUND		
FARMERS' MARKET SATURDAYS IN APRIL (based on 4 Market days)	2020 IN CITY FEES	2020 OUT OF CITY FEES
Application Fee*	20.00	na
April- Saturday Farmers' Market reserved spaces:		
Large space	72.00 (\$18/day)	na
Large space - Senior** or Youth*** rate	48.00 (\$12/day)	na
Small space	40.00 (\$10/day)	na
Small space - Senior** or Youth*** rate	28.00 (\$7/day)	na
April- Saturday Farmers' Market unreserved spaces:		
Large space - per day	18.00	na
Large space - Senior** or Youth*** rate - per day	12.00	na
Small space - per day	10.00	na
Small space - Senior** or Youth*** rate - per day	7.00	na

NOVEMBER FARMERS' MARKET (based on 3 "regular" Market days in November) (4th Market Day in November is the Holiday Market)	2020 IN CITY FEES	2020 OUT OF CITY FEES
Application Fee*	20.00	na
Large space	54.00 (\$18/day)	na
Large space - Senior** or Youth*** rate	36.00 (\$12/day)	na
Small space	30.00 (\$10/day)	na
Small space - Senior** or Youth*** rate	21.00 (\$7/day)	na
Farmers' Market unreserved spaces:		
Large space - per day	18.00	na
Large space - Senior rate** - per day	12.00	na
Small space - per day	10.00	na
Small space - Senior** or Youth*** rate per day	7.00	na
Holiday Market - reserved large	30.00	na
Holiday Market - local product for profit	40.00	na
Holiday Market - local product non-profit	25.00	na

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

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

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

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MARKET

Cost Recovery Goal = 100%

NON-REVERTING FUND		
FARMERS' MARKET SATURDAYS IN MAY THRU OCTOBER	2020 IN CITY FEES	2020 OUT OF CITY FEES
Application Fee*	20.00	na
Saturday Farmers' Market reserved spaces:		
Large space	468.00	na
Large space - Senior** or Youth*** rate	312.00	na
Small space	260.00	na
Small space - Senior** or Youth*** rate	182.00	na
Farmers' Market unreserved spaces:		
Large space - per day (same for 2nd space)	18.00	na
2nd space)	12.00	na
Small space - per day (same for 2nd space)	10.00	na
Small space - Senior** or Youth*** rate per day (same for 2nd)	7.00	na

WEEKDAY FARMERS' MARKET	2020 IN CITY FEES	2020 OUT OF CITY FEES
Application Fee*	20.00	na
Weekday Farmers' Market reserved spaces:		
Space	180.00 (\$10.00/day)	na
Space - Senior** or Youth*** rate per day	126.00 (\$7.00/day)	na
Weekday Farmers' Market unreserved spaces:		
Space - per day	10.00	na
Space - Senior** or Youth*** rate per day	7.00	na

MISCELLANEOUS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Registration for Farm Programming	5.00 - 100.00	na
Information Table - Application Fee	10.00	na
Information Table space - per day	10.00	na
Prepared Food Vendor/Food Trucks/Pushcarts	10% of gross proceeds	na
Mushroom Inspection per occurrence	5.00	na

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

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

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

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND		
GARDENS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Willie Streeter Gardens***		
large plots (10' x 20')	73.00	85.00
small plots (10' x 10')	37.00	44.00
raised beds (10' X 10')	37.00	44.00
Garden clearing fee - large plots	60.00-120.00	na
Garden clearing fee - small plots	30.00-60.00	na
Garden clearing fee - raised beds	30.00-60.00	na
Rev. Butler Park Gardens***		
large plots (avg 140 sq. ft.)	51.00	59.00
small plots (avg 95 sq. ft.)	37.00	44.00
raised beds	37.00	44.00
Switchyard Park Gardens***		
raised beds	37.00	44.00
Garden clearing fee - raised beds	30.00-60.00	na
STAGE RENTAL	2020 IN CITY FEES	2020 OUT OF CITY FEES
Waldron, Hill, and Buskirk Park		
Category I* without lights	100.00 per day	na
Category I* with theatrical lights	125.00 per day	na
Category II* without lights	125.00 per day	na
Category II** with theatrical lights	156.00 per day	na
Deposit on stage rental - refundable	50.00	na
Switchyard Park Stage Rental		
See page #16		
PROGRAMS/CLASSES SPECIAL EVENTS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Special Events & Classes	0-200.00	na
A FAIR OF THE ARTS 2ND SATURDAY OF MONTH MAY - OCTOBER	2020 IN CITY FEES	2020 OUT OF CITY FEES
Application Fee	15.00	na
Booth Space	60.00	na
HOLIDAY MARKET ARTS FAIR	2020 IN CITY FEES	2020 OUT OF CITY FEES
Jury Fee	20.00	na
Booth Space - Indoor 6x8'	65.00	na
Booth Space - Indoor 4x6'	60.00	na
Booth Space - Outdoor 10x10'	55.00	na
Electricity w/Booth Space	10.00	na

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

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

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

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
MOBILE STAGE RENTAL		
Mobile Stage rental		
without lights - Category I*	750.00/day +375.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
with theatrical lights - Category I*	1,000.00/day +500.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
without lights - Category II**	1,000.00/day +500.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
with theatrical lights - Category II**	1,250.00/day +625.00 deposit	na
Stage Supervisor***	20.00 - 30.00***	na

***STAGE SUPERVISOR MANDATORY WITH ALL MOBILE STAGE RENTALS

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

	2020 IN CITY FEES	2020 OUT OF CITY FEES
OTHER RENTAL		
Stage Platforms		
for 7 platforms	365.00/day +185.00 deposit	na
single platform	60.00/day +75.00 deposit	na
Risers (small platforms)		
6 platforms	365.00/day +185.00 deposit	na
single platform	60.00/day +75.00 deposit	na
Stairs	\$50.00/day + \$25.00 deposit	na

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

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

Groups are responsible for transporting and set up.

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: FRANK SOUTHERN ICE ARENA

Cost Recovery Goal = 75%

GENERAL FUND		
USER FEES FACILITY RENTAL	2019/2020 IN CITY FEES	2019/2020 OUT OF CITY FEES
Public Skating (ages 4 and under FREE)	6.00	na
Skate Rental	3.00	na
Economy Pass (10 admissions)	54.00	na
Group Rates - Skates included	5.00	na
Group Rates - Skates excluded	4.00	na
Drop-In Hockey (formerly Stick & Puck)	10.00	na
Skate Sharpening		
Drop off	6.00	na
New Skates	10.00	na
Immediate service	7.00	na
Rink Rental	per hour	per hour
Prime Time (8 a.m. - 11 p.m.)	230.00	na
Non-Prime Time	220.00	na
Birthday Party Room (flat fee)	60.00	na
Birthday Party Room Package (10 adm w/skates)	100.00	na
Ice Show Performers	40.00	na

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2019/2020 IN CITY FEES	2019/2020 OUT OF CITY FEES
Men's League 12 games & 1 tournament	170.00	185.00
Group Lessons/per participant - The Skating School	(fall 2019) 80.00	(fall 2019) 90.00
Hockey Initiation	55.00	60.00
Youth Hockey - Cubs	175.00	190.00
Youth Hockey - all others	260.00	275.00
Special Events	2.00 - 100.00	na

Concessions Services	2019/2020 IN CITY FEES	2019/2020 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: GOLF SERVICES

Cost Recovery Goal = 85%

GENERAL FUND		
GREEN FEES/SEASON PASSES OTHER	2020 IN CITY FEES	2020 OUT OF CITY FEES
Cascades Special - 18 Holes & Cart	30.00	na
Green Fees	20.00	na
Green Fees - 9 holes	13.00	na
Twilight Green Fees	15.00	na
League play Green Fees	13.00	na
Adult season pass	525.00	565.00
Spouse season pass	200.00	240.00
Family season pass	725.00	840.00
Senior (age 62+) season pass	480.00	515.00
Senior Spouse (age 62+) season pass	200.00	230.00
Junior season pass (18 and under)	200.00	230.00
Student 18 over Valid Student ID	375.00	400.00
9-hole/10 play pass - each visit is one play	120.00	120.00
10 play pass - each visit is one play	165.00	165.00
Locker rental (includes sales tax)	40.00	40.00
Range Balls - per bucket (large and small)	6.00 and 4.00	na
20 Bucket Range Ball Pass	100.00	na
Cart rental - per person - 9 holes	7.50	na
Cart rental - per person - 18 holes	15.00	na
Spectator cart rental - 9 holes	15.00	na
Spectator cart rental - 18 holes	25.00	na
Tournament Fee	25.00	na
Tournament/Outings - per person varies by number of players & format	13.00 - 36.00	na
Student Green Fee - with student I.D.	15.00	na
2020 Pine 9 Special - with cart	1.00 per hole	na
NON-REVERTING FUND		
CLUBHOUSE RENTAL PROGRAMS/CLASSES SPECIAL EVENTS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Banquet Room per any day of the week	400.00	na
Banquet Room per hour any day of the week	50.00	na
Banquet Room per day with golf outing event	100.00	na
Conference Room any day of the week	150.00	na
Conference Room per hour any day of the week	25.00	na
Junior Golf Camp	90.00	100.00
Group Golf Clinics	20.00	25.00
League Fees	5.00 - 25.00	na
Tournament Entry	15.00 - 50.00	na
Prize Fund	1.00 - 15.00	na
Concessions Services	2020 IN CITY FEES	2020 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: NATURAL RESOURCES

Cost Recovery Goal = 20%

NON-REVERTING FUND		
LAUNCH PERMITS BOAT/CANOE RENTAL/MISC PROGRAMS/CLASSES SPECIAL EVENTS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Launch Permits:		
Annual - non-motorized	80.00	na
2nd annual - non-motorized	20.00	na
Daily permit	8.00	na
Canoe/Boat rental:		
Per hour	8.00	na
10 pass	70.00	na
Late Fee (all boats returned after closing hours)	20.00	na
Misc./life jacket rental	1.00	na
Life jacket rental	1.00	na
Replacement fee (lost, stolen, damaged items - such as life jackets and paddles does not include boats)	50.00	na
Educational Programs:		
Private groups	25.00/hr (up to 15 persons)	na
Individual - depending on program	0.00 - 50.00/hr	na
Wapehani Cycling events:		
1 to 100 participants	100.00	na
over 100 participants	1.00 each	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: OPERATIONS SERVICES

Cost Recovery Goal = 5%

NON-REVERTING FUND		
SHELTER RENTAL	2020 IN CITY FEES	2020 OUT OF CITY FEES
Small picnic shelter: (weekdays M-F)		
Bryan-Henderson	53.00	na
Bryan - North	53.00	na
Building Trades	53.00	na
RCA	53.00	na
Small picnic shelter: (weekends & holidays)		
Bryan-Henderson	56.00	na
Bryan - North	56.00	na
Building Trades	56.00	na
RCA	56.00	na
Large Picnic Shelter: (weekdays M-F)		
Bryan - Woodlawn	66.00	na
Winslow Woods	61.00	na
Lion's Den (Upper Cascades)	66.00	na
Sycamore (Lower Cascades North)	76.00	na
Waterfall (Lower Cascades South)	66.00	na
Young Pavilion (Olcott Park)	66.00	na
RCA Group	61.00	na
Switchyard Park	75.00	na
Large Picnic Shelter: (weekends & holidays)		
Bryan - Woodlawn	81.00	na
Winslow Woods	71.00	na
Lion's Den (Upper Cascades)	81.00	na
Sycamore (Lower Cascades North)	91.00	na
Waterfall (Lower Cascades South)	81.00	na
Young Pavilion (Olcott Park)	81.00	na
RCA Group	71.00	na
Switchyard Park	90.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: SWITCHYARD PARK

Cost Recovery Goal = ?

NON-REVERTING FUND		
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 per day	na
Rental (per day) (weekends & holidays)	600.00 +300.00 deposit per day	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 per day	na
Category I* - with theatrical lighting***	500.00 +250.00 deposit per day	na
Category II** - w/o theatrical lighting***	250.00 +125.00 deposit per day	na
Category II** - with theatrical lighting***	750.00 +375.00 deposit per day	na
Secondary Performance Lawn rental (per day)		
Rental (weekdays M-F)	75.00	na
Rental (weekends & holidays)	90.00	na
Gardens see page #10 for garden rental		
Shelters see page #15 for picnic shelter rental		

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

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

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

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

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND		
MEMBERSHIPS/RENTALS	2020 Daily	2020
Memberships*		
Daily: 6 & under	N/C	
Daily fee for ages 7 to 18 and 62+	7.00	
Daily fee for ages 18 and over	8.00	
Adult (direct debit) monthly		35.00
Student (direct debit) monthly		30.00
Senior (direct debit) monthly		30.00
Two Person (direct debit) monthly		55.00
Two Senior (direct debit) monthly		45.00
Family (direct debit) monthly		65.00
Adult monthly		40.00
Student monthly		30.00
Senior monthly		35.00
Two Person monthly		60.00
Two Senior monthly		50.00
Family monthly		70.00
Adult 6 Month PIF		200.00
Student 6 Month PIF		155.00
Senior 6 Month PIF		175.00
Two Person 6 Month PIF		300.00
Two Senior 6 Month PIF		250.00
Family 6 Month PIF		350.00
Adult 12 Month PIF		360.00
Student 12 Month PIF		270.00
Senior 12 Month PIF		315.00
Two Person 12 Month PIF		540.00
Two Senior 12 Month PIF		450.00
Family 12 Month PIF		630.00
COB Employee Rate - Adult - (direct debit)	n/a	* 27/month
COB Employee Rate - 2 Adult - (direct debit)	n/a	* 42/month
COB Employee Rate - Family - (direct debit)	n/a	* 49/month
COB Employee Rate - Adult - 6 Month PIF	n/a	150.00
COB Employee Rate - 2 Adult - 6 Month PIF	n/a	225.00
COB Employee Rate - Family - 6 Month PIF	n/a	263.00
COB Employee Rate - Adult - 12 Month PIF	n/a	270.00
COB Employee Rate - 2 Adult - 12 Month PIF	n/a	405.00
COB Employee Rate - Family - 12 Month PIF	n/a	473.00
Pro-rated fee for 2 Adult/Family		2.00 - 54.00
CITY ID needed as verification of employment. COB rate is for employees with benefits only.		
RENTALS	IN-CITY	OUT OF CITY
Basketball competitions, per court. Renter has option of keeping the admissions revenue.	40.00/court	na
Basketball Practice - full court	30.00/court	na
Basketball Practice - full court bulk use	25.00/court	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND		
PROGRAMS/CLASSES	2020 IN CITY FEES	2020 OUT OF CITY FEES
Basketball Leagues		
*Season I	75.00/player	na
*Season II	85.00/player	na
*Season III	85.00/player	na
*Late Registration Fee	10.00	na
Basketball Clinics	25.00-80.00	na
COURT/FIELD RENTAL - PER HOUR	2020 IN CITY FEES	2020 OUT OF CITY FEES
Turf Field - Summer (Apr - Sept)	70.00/hour	na
Turf Field - Regular (Oct - March)	100.00/hour	na
PARTIES	2020 IN CITY FEES	2020 OUT OF CITY FEES
Party Room	45.00/hour	na
Party Room Rental w/court use	65.00/hour	na
Party Room Rental w/turf (Apr-Sept)	105.00/hour	na
Party Room Rental w/turf (Oct-Mar)	130.00/hour	na
Party Room Rental w/studio A or B	80.00/hour	na
ROOM RENTALS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Entire Lower Level	155.00/hour	na
Studio A	65.00/hour	na
Studio B	60.00/hour	na
Program Room	45.00/hour	na
FACILITY RENTAL - PER HOUR	2020 IN CITY FEES	2020 OUT OF CITY FEES
6 FT Rectangle Table	6.00/day	na
8 FT Rectangle Table	7.00/day	na
60" Round Table	8.00/day	na
Folding Chairs (white plastic, padded or non-padded)	1.00/day	na
these furnishings are available for TLRC facility rental use only		
CONCESSIONS SERVICES	2020 IN CITY FEES	2020 OUT OF CITY FEES
Concession items	.25 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TLRC FITNESS

Cost Recovery Goal = 100%

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2020 IN CITY FEES	2020 OUT OF CITY FEES
Instructional classes - depending on class type	5.00 - 200.00	na
Personal Training	130.00 - 895.00	na
Group Fitness classes	10.00 - 100.00	na
Private Fitness classes	50.00 - 300.00	na
Punch Passes	7.00 - 60.00	na
Fitness assessments	5.00 - 50.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: YOUTH PROGRAMS

Cost Recovery Goal = 50%

Allison-Jukebox Community Center

NON-REVERTING FUND

	2020 IN CITY FEES	2020 OUT OF CITY FEES
FACILITY RENTAL		
All Allison Jukebox rentals require a 50% deposit		
Activity rooms (two available)	per hour	per hour
Category A*	35.00	na
Category B**	45.00	na
Category C***	55.00	na
Restroom only with park use	per hour	per hour
Category A*	30.00	na
Category B**	40.00	na
Category C***	50.00	na
Whole Building	per hour	per hour
Category A*	55.00	na
Category B**	65.00	na
Category C***	85.00	na

*CATEGORY A = Parks department/City departments/MCCSC

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

***CATEGORY C = Private use

	2020 IN CITY FEES	2020 OUT OF CITY FEES
PROGRAMS/CLASSES		
SPECIAL EVENTS		
Kid City Camps*	per week	per week
Kid City Original	175.00	180.00
Kid City Quest	165.00	170.00
CIT program - grades 8 - 10 (2 week sessions)	175.00	180.00
Kid City Break Days - per day**	40.00-45.00	40.00-50.00
Programs/Classes/Special Events	1.00-300.00	1.00-300.00

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

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

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: MISCELLANEOUS

GENERAL FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
MISCELLANEOUS		
Application Fee - Fee Waiver	5.00	na*
Return Check Fee	20.00	na

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

NON-REVERTING FUND		
	2020 IN CITY FEES	2020 OUT OF CITY FEES
MISCELLANEOUS		
Health/Wellness services	5.00 - 60.00	na
Late registration fees		
Programs with fees \$50.00 or less	5.00	na
Programs with fees \$50.01 - \$149.99	10.00	na
Programs with fees \$150.00 or more	25.00	na
Transaction fees		
Admission/Entry fees	.10 - .50	na
Registration/Player fees	1.00 - 2.00	na
Membership/Team fees	na	na
Program fees		
Programs under \$10.00	0.50	na
Programs over \$10.00	1.00	na
Fitness in the Park Permit	10.00/hr	na
Advertising	400-30,000	na
Sponsorship	100-5,000	na
Permit Processing fees		
Category A*	0.00	na
Category B**	10.00	na
Category C***	15.00	na
Category D****	30.00	na
Category E*****	150.00	na
Application Fees	25.00	na
Vending Fees	\$25 non-profit \$35 profit	na
Alcohol Permit Fee (Approval required)	\$200 or 10% gross whichever is higher	na
Damage Deposit (refundable)	75.00	na
Return Check Fee	20.00	na

* Category A - Parks department/City departments/MCCSC

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

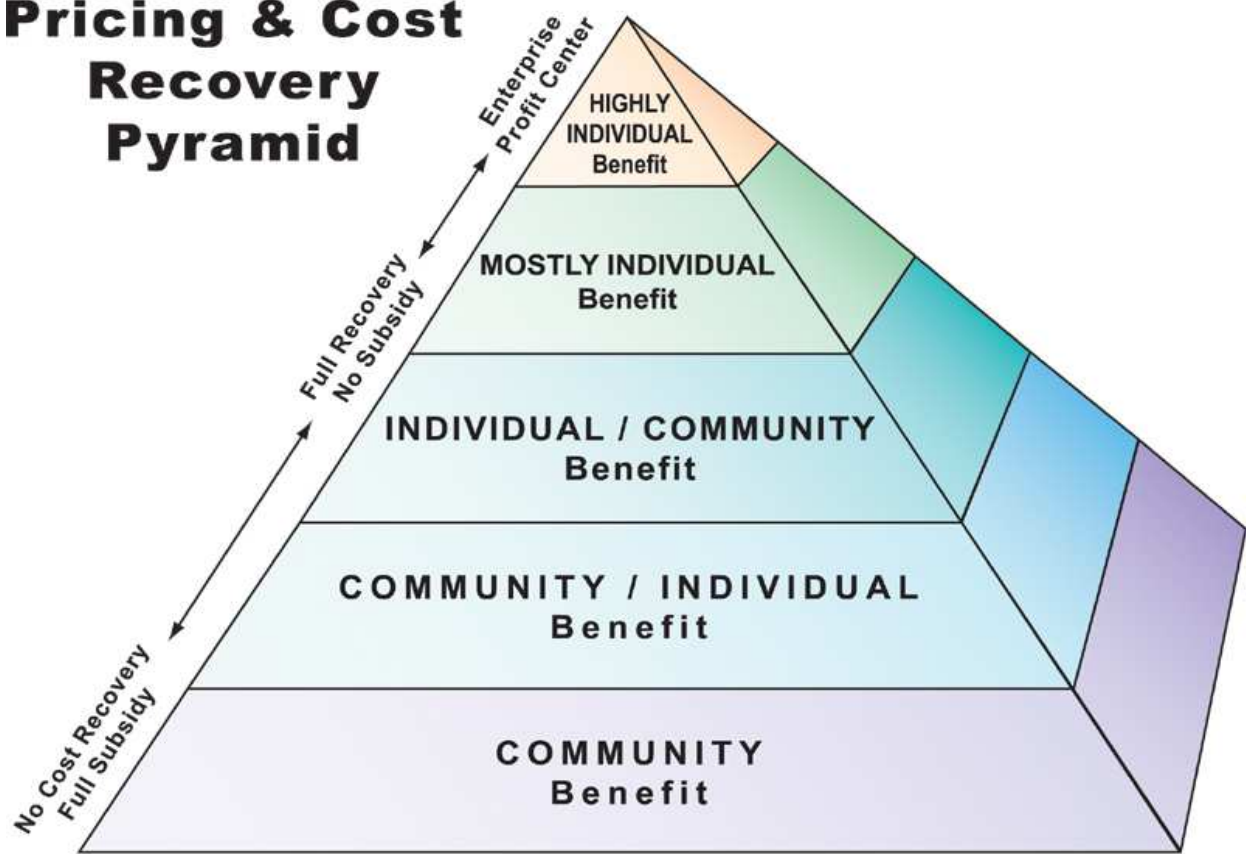
***Category C - Private use - City residents

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

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

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

Pricing & Cost Recovery Pyramid



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BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: CEMETERY SERVICES

Cost Recovery Goal = 3%

ROSE HILL & WHITE OAK CEMETERIES - General Fund				
	2019 IN CITY FEES	2019 OUT OF CITY FEES	2020 IN CITY FEES	2020 OUT OF CITY FEES
INTERMENT/DISINTERMENT			<i>Recommended Increases</i>	
Monday - Friday	\$700 with additional fee of \$250 if arriving after 2pm	\$700 with additional fee of \$250 if arriving after 2pm	\$750 with additional fee of \$300 if arriving after 2pm	\$750 with additional fee of \$300 if arriving after 2pm
Saturday	\$1,000	\$1,000	Establish additional fee of \$300 if arriving after 2 pm	Establish additional fee of \$300 if arriving after 2 pm
INURNMENT/DISINURNMENT				
Monday - Friday	\$425 with additional fee of \$150 if arriving after 2pm	\$425 with additional fee of \$150 if arriving after 2pm	\$450 with additional fee of \$175 if arriving after 2pm	\$450 with additional fee of \$175 if arriving after 2pm
Saturday	\$675	\$675	\$675 with additional fee of \$175 if arriving after 2pm	\$675 with additional fee of \$175 if arriving after 2pm
ROSE HILL CEMETERY - General Fund				
LOT/NICHE SALES				
Cremation Lots-per space in section H (4'x5')	\$550	\$675	\$600	\$725
Mausoleum niche for cremains	\$1,400	\$1,500	No Change	No Change
Plot survey request	\$25-\$200	\$25-\$200	No Change	No Change
MAUSOLEUM				
INTERMENT/DISINTERMENT				
Monday-Friday	\$575with additional fee of \$150 if arriving after 2 pm	\$575 with additional fee of \$150 if arriving after 2 pm	\$600 with additional fee of \$175 if arriving after 2 pm	\$600 with additional fee of \$175 if arriving after 2 pm
Saturday	\$825	\$825	Establish additional fee of \$175 if arriving after 2 pm	Establish additional fee of \$175 if arriving after 2 pm
INURNMENT/DISINURNMENT				
Monday-Friday	\$425 with additional fee of \$150 if arriving after 2 pm	\$425 with additional fee of \$150 if arriving after 2 pm	\$450 with additional fee of \$175 if arriving after 2 pm	\$450 with additional fee of \$175 if arriving after 2 pm
Saturday	\$675	\$675	Establish additional fee of \$175 if arriving after 2 pm	Establish additional fee of \$175 if arriving after 2 pm
WHITE OAK CEMETERY - General Fund				
LOT SALES				
Full size individual lots	\$700	\$850	\$750	\$900
Trustees (includes lot and interment)	\$550	\$550	No Change	No Change



STAFF REPORT

Agenda Item: D-1 Date: 10/17/2019

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: **October 22, 2019**
SUBJECT: **Griffy Lake Nature Preserve Vegetation Study Update**

Recommendation

This report is for the information of the Board

Background

Eco Logic LLC is updating the Griffy Lake Nature Preserve Master Plan by conducting a floral inventory of the preserve and evaluating the health of the different forest types within the property. They are also counting and measuring herbaceous vegetation and trees along 12 research transects to provide data for deer management in the Preserve. Eco Logic Botanist, Kevin Tunesvick will highlight what he has found to date.

RESPECTFULLY SUBMITTED,



Steve Cotter
Natural Resources Manager



STAFF REPORT

Agenda Item: D-1 Date: 10/17/2019

Administrator Review\Approval PM
--

TO: Board of Park Commissioners
FROM: Rebecca Jania, Natural Resources Coordinator
DATE: October 22, 2019
SUBJECT: Griffy Lake Aquatic Vegetation Management Update

Recommendation

This presentation is meant to give project updates and provide recommendations for future aquatic vegetation management at Griffy Lake.

Background

In April 2018, the City of Bloomington entered into an agreement with the Indiana Department of Natural Resources Lake and River Enhancement Program (LARE) to manage the invasive aquatic vegetation in Griffy Lake. Aquatic Control Inc. was hired to survey and manage the Eurasian watermilfoil in Griffy Lake and to update the Griffy Lake Aquatic Vegetation Management Plan. To comply with all policies and procedures specified by the grant agreement, a representative from Aquatic Control will give an update on the Tier II survey results.

RESPECTFULLY SUBMITTED,

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

Rebecca Jania, Natural Resources Coordinator



STAFF REPORT

Agenda Item: D-2
Date: 10/17/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator Banneker Community Center
DATE: October 22nd, 2019
SUBJECT: Banneker Camp 2019 Report

Recommendation

For board information only.

Background

The Banneker Community Center, in conjunction with the USDA Summer Food Service Program, offers a summer camp program annually. In 2019, Banneker Camp concluded its 17th year which saw the program set a new record for total number of meals served, 4,964, and averaged 80 participants per day throughout June and July. This report provides in-depth statistical information into the most recent iteration of Banneker Camp along with recognition of staff and community partners.

RESPECTFULLY SUBMITTED,

Erik Pearson
Program/Facility Coordinator
Banneker Community Center



STAFF REPORT

Agenda Item: D-2 Date: 10/17/2019

Administrator Review\Approval PM
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TO: Board of Park Commissioners
FROM: Amy Shrake Program/Facility/Inclusive Coordinator
DATE: October 22, 2019
SUBJECT: KID CITY SUMMER CAMP UPDATE

Recommendation

For board information only.

Background

Kid City has served working families since 1993. Campers in grades K-10 gather at the Allison-Jukebox building to experience their community with numerous field trips, community presenters and activities. In the summer of 2019, Kid City served 291 campers up from 272 in 2018, and continued a partnership with Ivy Tech.

Kid City continues to be accredited by the American Camp Association upholding all the safety and quality standards required. Kid City had another great summer seeing new things such as Blackwell Park in Columbus, Traders Point Creamery in Indianapolis, and West Park in Carmel. This summer Kid City had a garden plot at Willie Streeter and made frequent field trips throughout the summer.

RESPECTFULLY SUBMITTED,

A. Shrake, CTRS

Amy Shrake, Program/Facility/Inclusive Coordinator