

CITY OF BLOOMINGTON
parks and recreation

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Monday, December 10, 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 November 19, 2019
- A-2. Approval of Claims Submitted November 20, 2019 – December 9, 2019
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Public Comment Period -
- B-2. Bravo Award - Bloomington Figure Skating Club (Sarah Owen)
- B-3. Parks Partner Award - Monroe County Identify and Reduce Invasive Species (Sarah Owen)
- B-4. Staff Introductions -
- B-5. Staff Recognition -

C. OTHER BUSINESS

- C-1. Review/Approval of addendum to Rundell Ernstberger Assoc. 2019 contract (Paula McDevitt)
- C-2. Review/Approval of addendum to Snider Recreation Inc. 2019 contract (Barb Dunbar)
- C-3. Review/Approval of addendum to Neidigh Construction 2019 Contract (John Turnbull)
- C-4. Review/Approval of contract with Plymate (Daren Eads)
- C-5. Review/Approval of 2020 Mobile Stage Rental application (Crystal Ritter)
- C-6. Review/Approval of 2020 Special Use Permits (Hsuing Marler)
- C-7. Review/Approval of addendum to Kingsnake Sound 2019 contract (Leslie Brinson)
- C-8. Review/Approval of addendum to Southside Rental contract (Leslie Brinson)
- C-9. Review/Approval of 2020 Concessions Agreement (Bill Ream)
- C-10. Review/Approval of contract with Izzy's Rental (Bill Ream)
- C-11. Review/Approval of contract with Skip Daley (Bill Ream)
- C-12. Review/Approval of contract with Harrell Fish Inc. (Erik Pearson)
- C-13. Review/Approval of contract with Koorsen Fire and Security (Erik Pearson)
- C-14. Review/Approval of contract with Eagle Ridge Engineering-Lower Cascades Park (Dave Williams)
- C-15. Review/Approval of addendum to Designscape contract (Dave Williams)
- C-16. Review/Approval of contract with EcoLogic, LLC (Joanna Sparks)
- C-17. Review/Approval of contract with Aquatic Control (Joanna Sparks)
- C-18. Review/Approval of partnership with MC-IRIS (Joanna Sparks)
- C-19. Review/Approval of addendum to Steve's Roofing 2019 contract (Rebecca Jania)

D. REPORTS

- D-1. Operations Division - No Report
- D-2. Recreation Division - No Report
- D-3. Sports Division - No Report
- D-4. Administration Division - Bicentennial Gateway Project Update (Paula McDevitt)

ADJOURNMENT



A-1
12-10-19

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, November 19, 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 Kathleen Mills at 4:00 p.m.

Board Present: Kathleen Mills, Joseph Hoffmann and Lisa Thatcher

Staff Present: Paula McDevitt, Dave Williams, John Turnbull, Becky Higgins, Julie Ramey, Steve Cotter, Kim Clapp, Sarah Mullin, Sarah Owen, Daren Eads, Marcia Veldman, Barb Dunbar, Rebecca Jania, Amy Shrake.

A. CONSENT CALENDAR

- A-1. Approval of Minutes of October 22, 2019 meeting
- A-2. Approval of Claims Submitted October 22, 2019 through November 18, 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. *Kathleen Mills* 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 – Anne & Kevin Clark, Pamela Davidson and Angela Wang

Sarah Owen, Community Relations Coordinator the Department would like to recognize volunteers Anne & Kevin Clark, Pamela Davidson, and Angela Wang with the November Bravo Award. As Market Assistants, they each helped staff greet shoppers, located products or vendors, and answered other general questions from the public. They have contributed a combined total of 117 hours to the Farmers' Market. We are grateful to their commitment to the Bloomington Community Farmers' Market. Sarah Owen invited Angela Wang to the podium.

Angel Wang approached the podium. Angela stated she wouldn't be recognized if it wasn't for the people she works with, Sarah Mullin and Marcia Veldman who are always there on Saturdays, and all of the nice people in the community.

B-4. Parks Partner Award - None

B-5. Staff Introduction - None

B-6 Staff Recognition – None

C. OTHER BUSINESS

C-1. Review/Approval of 2020 Price Schedule

Paula McDevitt, Administrator staff is seeking final approval of the 2020 Price Schedule. The draft document was presented to the Board for review at the October Board of Park Commissioners meeting. Staff is available to answer any questions regarding price changes.

Kathleen Mills any public comments or questions

Maria Carvassare, Food Vendor approached the podium. Starting early this spring, the Prepared Food Vendors (PFV) began having formal conversations with the Farmers' Market (FM). The PFV met in August to decide what was agreed upon. In September a letter was written to the Farmers Market Advisory Council (FMAC), stating three points the PFV wished to discuss. Number one - the Farmers Market Mission Statement, number two - representation of PFV at the FMAC, number three - the 10% fee charged to PFV at the FM. These three points were discussed at the FMAC meetings in October and November.

Maria Carvassare asked to Board to comment on the 10% fee and to understand their position, as the PFV have a problem with these fees.

Joe Hoffmann referred this question to Paula, and inquired if the 10% fee was in the 2020 Price Schedule being voted on.

Paula McDevitt responded, public comments are being collected, and will be forward to the Park Board, along with the information gathered at the November 8th FMAC meeting. This will all be part of the staff recommendations presented to the Board at a later date. The 10% PFV fee is included in the 2020 Price Schedule. On page 9 it states to change all prepared food vendors "from \$10 - \$499 + 10% gross proceeds" to "10% gross proceeds". Paula McDevitt invited Becky Higgins, Recreation Services Division Director to the podium to explain the change in the PFV fee.

Becky Higgins approached the podium. The change occurring in the PFV fee, is actually removing a weekly fee range that the Department stopped charging for in 2019. Originally the PFV were being charged a flat weekly fee, along with the 10% gross proceed. The flat fee range of \$10 to \$499 was based on size and amount of time a space was used. In 2019 the flat fee was no longer charged for, and the requested changes in the 2020 Price Schedule are to reflect a change that has already occurred. The actual price has been reduced not increased.

Erick Schedler, Owner of Muddy Fork Bakery approached the podium. I just want to clarify, the old fee you were referring to was a \$10 per week food preservation food fee. In 2018 and prior, that was assessed in addition to the 10% gross fee. In 2019 only the 10% gross fee was charged, and vendors were not charged the preservation food fee.

Paula McDevitt responded the timing of the deletion of this fee, did not allow for the wording to be changed in the 2019 Price Schedule. The Department wishes to continue charging only the 10% gross, and correct the wording in the 2020 Price Schedule.

Joe Hoffmann inquired, what is being brought before us today in the 2020 Price Schedule, is to delete a fee that has already been removed for at least a year.

Paula McDevitt responded, that is correct.

Joe Hoffmann stated there also is an ongoing conversation on these other issues as well as the 10%.

Paula McDevitt responded, that is correct. The PFV have given suggestions on the Farmers' Market Mission Statement, as well as requesting to have a seat on the FMAC. This was discussed at last night, November 18, 2019 FMAC meeting.

Maria Carvassare approached the podium. The first two issues were discussed at the FMAC, voted on and approved. The third issue of the 10% fee is still being discussed. The FMAC is still reviewing the 10% fee. All PFV, with the exception of one, signed the letter that was presented at the October FMAC meeting, and discussed at the November FMAC meeting.

Paula McDevitt responded, I attended the November FMAC meeting, and advised on the process and how staff receives information. The FMAC receives the information and discuss it. The information is then presented to staff members. Staff member review and discuss the information. Staff then presents the information along with a recommendation to the Board of Park Commissioners.

Kathleen Mills inquired how long the PFV has been charged the 10% gross fee.

Marcia Veldman, Market Program Facility Coordinator approached the podium. The 10% fee began two years after moving to the current location. The 10% fee was implemented in 2000.

Erick Schedler presented the Board with a copy of the letter that was presented to the FMAC.

Joe Hoffmann explained, the reason the Board does not have a copy of the letter, is due to the fact the of Park Commissioners does not receive the information until after the FMAC and staff have had an opportunity to review, and time to present a recommendation to the Board.

Erick Schedler, approached the podium we are here today as we were made aware you were adopting the 2020 fee schedule today. We wanted to make sure you had this information. Knew about these things we have been working on for two years, before you adopted a continuation of the same fee structure. We've been trying to engage in a discussion with the Parks Board during all of that time.

My understanding of the history and the reason for the implementation of the 10% fee, it is park's wide policy to charge vendors who come into a park's event 10% of their proceeds. We are here to make the case, that food artisan at the FM are not the same as a food truck that rolls into a concert, or an artist selling their CD at a concert, or hot dogs and chips that are sold at the ballgames. The 10% pricing structure is known as festival pricing. The kind of fee that is charged when a vendor comes in and is taking advantage of a big crowd of people drawn into an event. We would argue that this is not what is happening at our FM.

We have been vending for many years, and have created our own attraction. There are many people who come to the FM looking for specific vendors for artisan food, and for particular farmers. We would argue, there isn't any difference between someone selling bread, Italian pastries, coffee, or carrots. Each of us has our own following, we are part of the draw. We are the event, we are not piggy backing on someone else's event. We are asking for the 10% vending fee be reduced or removed.

We have researched and collected data and numbers. One of the areas recently researched, was to look at other farmers markets in the Midwest comparable to the Bloomington Farmers' Market. We examined seven farmers markets comparable in size, around 100 vendors contracted, in cities of comparable size. We did not find any farmers markets in the Midwest that had a two tier pricing system. Every market that we found had one price for all vendors. We did not find any markets with price based on percentage of sales. The fees tended to range from five dollars per booth, to \$20 or more per booth. There are different tiered pricing at markets based on size of booth, and if electric was provided.

We wrote a proposal in August to set prices at a level that is higher than farmers. Where we would be paying for the cost that the City is paying for us to operate. We divided out the space of the market, and based on the FM 2018 budget, figured the average per both cost to the City is between \$35 and \$37 per booth, per week. We wrote a proposal based on that information. To consider charging PFV more or less than that, depending on if electricity is offered. Currently the PFV is paying an average of \$130 per booth, per week.

In my case it has gone as high as \$540 for one market, which is more than \$100 per hour. PFV are paying 50% of the FM budget, and make up 16% of the FM attendance. PFV have collectively paid \$40,000 beyond what it cost the City to provide PFV booth spaces in 2018. My business paid over \$14,000 last year to operate at the Bloomington Farmers Market. I make less than the average income for a family of four in Monroe County, and my children get Medicaid. That is a huge amount of money to pay to the FM.

Deborah Piston Hatten, Market Customer approached the podium. I am in favor of a reduction of fees for the PFV. The food and beverage artisan contribute to what we want our market to be. A place of community, where people gather chat, converse, and enjoy the many activities at the FM. The opportunity to meet at the FM over coffee and pastries, or to take home a locally prepared lunch draws many to the Market. The current fee schedule is unfair to this group of vendors that provide us with a wonderful variety of specialty food and drink. Represents a diverse group of members of our community that compliments the offerings of farm vendors. They deserve a response to their request.

Katie Mysliwiec, Prepared Food Vendor approached the podium. I have been at the Market for two years, which is very new compared to other vendors. I was born and raised here in town, and grew up going to the Market across the street from my church. I watched Mitch Rice, and his wife Ilene do the little jumping jack guy, and play the banjo, and would see my friends from school. It was a very community market.

I am thrilled to be part of it, even though it is so much bigger then when it was across the street from my church and across from the library. I don't think 10% is a fair fee at all, we have data to prove that. PFV are part of the FM, not just someone who piggy backs. Part of what PFV spoke to the FMAC, is to be part of the mission, because we are part of the market, we are part of why some of the people come to the FM. PFV are there to help the farmers, and a lot of us use the produce from the farmers. It is a community that gives and takes, to support each other.

The other thing about the 10% fee, the spaces are not all the same, some share a space, some have a better location, only some have access to electricity but everyone is charge the same fee to be there. It is too big of a fee to be there. PFV have given the FMAC our letter, we are trying to go through the correct steps to give you the data.

Abby Ang, Market Customer approached the podium. I did want to reintegrate I am one of those people, who have come to the Market in the past because I am really attracted to the prepared food. Also because with everything else that has gone on over the summer, I see the PFV as one of the areas of the Market where there is the most diversity and inclusion, and a showcase of the different food from around the world.

Joe Hoffman responded. This is the only item that is subject to ongoing conversation. There is no reason to hold up the rest of the price schedule, and would rather not pull the agenda item. I would rather approve the 2020 Price Schedule on condition that this particular provision remains under discussion, and will be brought back to us with a recommendation from the FMAC. Other prices will need to become effective on January 1, 2020. Fortunately we have more time on this item.

Joe Hoffmann made a motion to approve the 2020 Price Schedule, subject to the condition no decision has been made with respect to the fee of the Prepared Food Vendors at the Market. Lisa Thatcher seconded the motion, with the condition that this particular item is put on hold, and move forward on the rest of the 2020 Price Schedule. Leaving the Prepared Food Vendor fee open and not finalized. Kathleen Mills any public comments or questions, seeing none. Motion unanimously carried.

C-2 Review/Approval of Switchyard Park Grand Opening Service Agreements

Becky Higgins, Recreation Services Division Director, Switchyard Grand Opening was held November 16th & 17th. Due to time constraints, contracts for services were reviewed and approved by legal in advance of the November Park Board meeting. Staff recommend approval of the following service contract: One World - catering, Professional Golfcar - golf cart rental, Green Hat - photography, Production House – videos, Big Bounce - games and rental equipment, Markey's – lighting, and 96.1 FM – live remote.

Joe Hoffmann made a motion to approve the eight service agreements for the Switchyard Parka Grand Opening. Lisa Thatcher seconded the motion. Kathleen Mills any public comments or questions, seeing none. Motion unanimously carried.

C-3 Review/Approval of contract with Price Electric

John Turnbull, Division Director Sports, the Department wishes to manage emergency and/or standard repairs, services and maintenance, while meeting all public work project requirements. The Department requires the services of a qualified vendor to provide routine/emergency repair, routine/emergency maintenance at sports properties and facilities. Staff recommends the approval of service agreement with Price Electric, Inc. not to exceed \$10,000. Funding is from Sports Divisions General Fund.

Joe Hoffmann made a motion to approve the contract with Price Electric. *Lisa Thatcher* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-4 Review/Approval of Contract with Steve's Roofing & Sheet Metal

Rebeca Jania, Natural Resources Coordinator the Department wishes to repair and reinforce the Griffy Lake boathouse roof. The Department requires the services of a professional contractor to tear off existing metal roof and roof decking, install new roof decking, install ice & water shield, install 26-gauge metal roof, metal trim and flashing, install 4 skylights, install cover board and membrane. Staff recommends approval of this contract with Steve's Roofing not to exceed \$9,800. Funding for this project is from the General Obligation Bond.

Joe Hoffmann made a motion to approve the contract with Steve's Roofing & Sheet Metal. *Lisa Thatcher* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-5 Review/Approval of Partnership with Monroe County Library

Becky Higgins, Recreation Services Division Director the purpose of this Agreement is to outline and continue, the program partnership which has established a self-guided Story Walk at Reverend Butler Park. The self-guided Story Walks are placed along trails to inspire parents, teacher, and caregivers to take young children outside for physical activity and learning at the same time. Staff recommends continuing this partnership with Monroe County Public Library

Joe Hoffmann made a motion to approve the partnership with Monroe County Library for the Story Walk. *Lisa Thatcher* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-6 Review/Approval of 2020 Service Agreements for Sports Division

Daren Eads, Twin Lakes Recreation Center Facility Coordinator, the Department wishes to manage emergency and/or standard repairs, services and maintenance, while meeting all public work project requirements. The Department requires the services of qualified vendors to provide routine/emergency repair, routine/emergency maintenance of existing structures, buildings or real property. Staff recommends the approval of the 2020 service agreements with City Glass, Commercial Services, Gooldy & Sons, Sports Aide, Koorsen Environmental, Koorsen Fire and Security, and Oracle Elevators.

Joe Hoffmann made a motion to approve the seven 2020 service agreements for the Sports and Recreation Divisions. *Lisa Thatcher* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-7 Review/Approval of 2020 Service Agreements for Operations Division

Barb Dunbar, Operations Coordinator the Department wishes to manage emergency and/or standard repairs, services and maintenance, while meeting all public work project requirements. The Department requires the services of qualified vendors to provide routine/emergency repair, routine/emergency maintenance of existing structures, buildings or real property. Staff recommends the approval of the 2020 service agreements with Big Dipper, Bruce's Welding, Cassady Electrical Contractors, Inc., Harrell Fish, Inc., Indiana Door & Hardware Specialties, Inc., J&S Locksmith Shop, Inc., Christman Enterprises, LLC (Roto Rooter), Professional Contracting, LLC, and Woods Electrical Contractors, Inc. Funding is from Operations and Sports General and Non-Reverting Funds.

Joe Hoffmann made a motion to approve the nine 2020 service agreements for the Operations and Sports Divisions. *Lisa Thatcher* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-8 Review/Approval of Service Agreement with The Stables Events (Izzy's Rental)

Barb Dunbar, Operations Coordinator the Department wishes to provide portable toilets at various locations. The Department requires the services of a qualified vendor to provide rental equipment, and cleaning services at the following locations: Winslow Woods Park, Wapehani MPB, Griffy Lake Boathouse, Bryan Park, Upper Cascades Lions Den, and three locations on Clear Creek Tail. Staff recommends approval of the service agreements with Izzy's Rentals in an amount not to exceed \$10,000. Funding is from Operations General Fund.

Joe Hoffmann made a motion to approve the service agreements with The Stables Events (Izzy's Rental). *Lisa Thatcher* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-9 Review/Approval of Contract with Whiley Flooring

Amy Shrake, Recreation Coordinator the Department wishes to have flooring replaced at the Allison-Jukebox Community Center. The Department requires the services of a professional contractor to remove and dispose of existing flooring and subfloor, remove and replace quarter round, level/prep area, install new subfloor and new VCT flooring. Areas included in this project are the large Multiuse room, the Office, and the Utility room. Staff recommends approval of this contract with Whiley Flooring, not to exceed \$6,863.00. Funding is from the Allison-Jukebox and Kid City Non-Reverting Funds.

Joe Hoffmann made a motion to approve the contract with Whiley Flooring. *Lisa Thatcher* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

C-10 Review/Approval of Contract with Madder Design

Rebecca Jania, Natural Resources Coordinator the Department wishes to increase public access and provide a connected loop trail around Griffy Lake. The Department requires the services of a professional contractor to perform design and planning services for North South trail connections from Overlook/Fishing Pier, staircase repair/replacement and trail connection at the Spillway, trail connector on from the Dam to the south loop on the south side of Dam, Design Services for typical construction details to accommodate trail improvements throughout the Loop Trail, and topographic survey work. Staff recommends approval of this contract with Madder Design in an amount not to exceed \$89,764. Funding for this project is from the General Obligation Bond.

Joe Hoffmann made a motion to approve the contract with Madder Design. *Lisa Thatcher* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

D REPORTS

D-1 Operations – No Report

D-2. Recreation Division – No Report

D-3 Operations Division – No Report

D-4 Administration – No Report

Paula McDevitt, Director the next Board of Park Commissioners meeting will be held Tuesday, December 10, 2019.

ADJOURNMENT

Meeting adjourned at 4:50 p.m.

Respectfully Submitted,



Kim Clapp
Secretary Board of Park Commissioners



Board of Parks & Recreation Claim Register

Invoice Date Range 11/18/19 - 11/27/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (51301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	1482805	18- Calendars and planners	Paid by EFT # 32486		11/19/2019	11/19/2019	11/27/2019		11/27/2019	59.12
Account 52110 - Office Supplies Totals							Invoice Transactions 1			\$59.12
Account 52420 - Other Supplies										
337 - Stansifer Radio Co, INC	31487	18- HDMI Cable Projector	Paid by EFT # 32526		11/19/2019	11/19/2019	11/27/2019		11/27/2019	9.90
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$9.90
Program 181000 - Administration Totals							Invoice Transactions 2			\$69.02
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
5695 - 1818 Apparel Co., INC	5757	18 - Veterans 5K t-shirts	Paid by EFT # 32324		11/19/2019	11/19/2019	11/27/2019		11/27/2019	366.50
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$366.50
Program 181001 - Health & Wellness Totals							Invoice Transactions 1			\$366.50
Program 181100 - Marketing										
Account 53310 - Printing										
818 - Everywhere Signs, LLC	55664	18-Bailer & Weiler, Barco dashboards for	Paid by EFT # 32395		11/19/2019	11/19/2019	11/27/2019		11/27/2019	250.00
53125 - Mr. Copy, INC	34218	18-December Kids Kraze	Paid by EFT # 32471		11/19/2019	11/19/2019	11/27/2019		11/27/2019	71.55
Account 53310 - Printing Totals							Invoice Transactions 2			\$321.55
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_11319	18-October display ads	Paid by EFT # 32405		11/19/2019	11/19/2019	11/27/2019		11/27/2019	3,231.00
798 - Winters Associates Promotional Products, INC	112990	18-SYP Grand Opening Additional Staff Shirts	Paid by EFT # 32563		11/19/2019	11/19/2019	11/27/2019		11/27/2019	230.15
Account 53320 - Advertising Totals							Invoice Transactions 2			\$3,461.15
Account 53990 - Other Services and Charges										
129 - FedEx Office and Print Service, INC	021100040595	18-Switchyard Park picnic pavilion rental sign	Paid by EFT # 32398		11/19/2019	11/19/2019	11/27/2019		11/27/2019	89.85
336 - Southside Rental Center, INC	16593	18-SYP Grand Opening Heater/Carpet/Stanchion	Paid by Check # 70809		11/19/2019	11/19/2019	11/27/2019		11/27/2019	596.48
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$686.33
Program 181100 - Marketing Totals							Invoice Transactions 6			\$4,469.03
Program 182001 - Aquatics - Bryan Pool										
Account 52420 - Other Supplies										
4320 - The Lifeguard Store, INC	INV923100	18 - Bryan Pool - First Aid Container	Paid by EFT # 32541		11/19/2019	11/19/2019	11/27/2019		11/27/2019	48.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$48.00
Account 53990 - Other Services and Charges										
204 - State Of Indiana	350310 103019	18-Bioler Inspections Pools	Paid by Check # 70810		11/19/2019	11/19/2019	11/27/2019		11/27/2019	25.00
204 - State Of Indiana	350311 103019	18-Bioler Inspections Pools	Paid by Check # 70810		11/19/2019	11/19/2019	11/27/2019		11/27/2019	25.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$50.00
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 3			\$98.00
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316		11/20/2019	11/20/2019	11/20/2019		11/20/2019	147.13
Account 43220 - Facility Rentals Totals							Invoice Transactions 1			\$147.13
Account 43260 - Equipment Rentals										
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316		11/20/2019	11/20/2019	11/20/2019		11/20/2019	82.42
Account 43260 - Equipment Rentals Totals							Invoice Transactions 1			\$82.42
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3098301916	18 FSC Propane for Zamboni	Paid by EFT # 32334		11/19/2019	11/19/2019	11/27/2019		11/27/2019	171.00
Account 52240 - Fuel and Oil Totals							Invoice Transactions 1			\$171.00
Account 52340 - Other Repairs and Maintenance										
4140 - Interstate All Battery Center of Bloomington, INC	1903301009796	18 - Battery for Ice Edger	Paid by EFT # 32438		11/19/2019	11/19/2019	11/27/2019		11/27/2019	39.40
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1			\$39.40
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	G45194	18 - Winslow Straw and seed	Paid by Check # 70802		11/19/2019	11/19/2019	11/27/2019		11/27/2019	94.91
4574 - John Deere Financial (Rural King)	G46226	18 - Winslow Straw and seed	Paid by Check # 70802		11/19/2019	11/19/2019	11/27/2019		11/27/2019	55.92
4574 - John Deere Financial (Rural King)	G53431	18 - Winslow Straw and seed	Paid by Check # 70802		11/19/2019	11/19/2019	11/27/2019		11/27/2019	41.94
4574 - John Deere Financial (Rural King)	L55561	18 - Winslow Straw and seed	Paid by Check # 70802		11/19/2019	11/19/2019	11/27/2019		11/27/2019	108.89
4574 - John Deere Financial (Rural King)	G53256	18 - Winslow Straw and seed	Paid by Check # 70802		11/19/2019	11/19/2019	11/27/2019		11/27/2019	69.90
4574 - John Deere Financial (Rural King)	G53147	18 - Winslow Straw and seed	Paid by Check # 70802		11/19/2019	11/19/2019	11/27/2019		11/27/2019	69.90
5819 - Synchrony Bank	873543478897	18 - FSC mop hangers, file organziers, employee	Paid by EFT # 32534		11/19/2019	11/19/2019	11/27/2019		11/27/2019	80.10
Account 52420 - Other Supplies Totals							Invoice Transactions 7			\$521.56
Account 53310 - Printing										



Board of Parks & Recreation Claim Register

Invoice Date Range 11/18/19 - 11/27/19

818 - Everywhere Signs, LLC	55664	18-Bailer & Weiler, Barco dashboards for	Paid by EFT # 32395	11/19/2019	11/19/2019	11/27/2019	11/27/2019	200.00
Account 53310 - Printing Totals				Invoice Transactions 1				200.00
Account 53630 - Machinery and Equipment Repairs								
321 - Harrell Fish, INC	W51602	18 FSC Snow Pit Repairs	Paid by EFT # 32416	11/19/2019	11/19/2019	11/27/2019	11/27/2019	7,390.00
Account 53630 - Machinery and Equipment Repairs Totals				Invoice Transactions 1				7,390.00
Account 53650 - Other Repairs								
4283 - Accurate Cutting Technologies, INC	53488	18 Blade Sharpening for Zamboni	Paid by EFT # 32326	11/19/2019	11/19/2019	11/27/2019	11/27/2019	65.40
4283 - Accurate Cutting Technologies, INC	53489	18 Blade Sharpening for Zamboni	Paid by EFT # 32326	11/19/2019	11/19/2019	11/27/2019	11/27/2019	65.40
Account 53650 - Other Repairs Totals				Invoice Transactions 2				130.80
Account 53730 - Machinery and Equipment Rental								
2974 - MacAllister Machinery Co, INC	R67334427801	18 FSC Scissor Lift Rental	Paid by EFT # 32460	11/19/2019	11/19/2019	11/27/2019	11/27/2019	551.00
2974 - MacAllister Machinery Co, INC	R67334427802	18 FSC CREDIT for Scissor Lift Rental	Paid by EFT # 32460	11/19/2019	11/19/2019	11/27/2019	11/27/2019	(186.00)
Account 53730 - Machinery and Equipment Rental Totals				Invoice Transactions 2				365.00
Account 53920 - Laundry and Other Sanitation Services								
53657 - Plymate, INC	2881354	18-FSC Rug Cleaning Service	Paid by EFT # 32491	11/19/2019	11/19/2019	11/27/2019	11/27/2019	72.41
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 1				72.41
Program 182500 - Frank Southern Center Totals				Invoice Transactions 18				9,119.72
Program 183500 - Golf Services								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	.00
Account 43220 - Facility Rentals Totals				Invoice Transactions 1				0.00
Account 43260 - Equipment Rentals								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	1,545.28
Account 43260 - Equipment Rentals Totals				Invoice Transactions 1				1,545.28
Account 43380 - Other Services								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	380.88
Account 43380 - Other Services Totals				Invoice Transactions 1				380.88
Account 47110 - Miscellaneous								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	4.88
Account 47110 - Miscellaneous Totals				Invoice Transactions 1				4.88
Account 53510 - Electrical Services								
223 - Duke Energy	7503933016120419	18-Electric Charges for October	Paid by Check # 70771	11/18/2019	11/18/2019	11/18/2019	11/20/2019	356.05
223 - Duke Energy	8303911012120419	18-Electric Charges for October	Paid by Check # 70771	11/18/2019	11/18/2019	11/18/2019	11/20/2019	127.67
Account 53510 - Electrical Services Totals				Invoice Transactions 2				483.72
Program 183500 - Golf Services Totals				Invoice Transactions 6				2,414.76
Program 184000 - Natural Resources								
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	602889	18-survey ribbon	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	3.38
394 - Kleindorfer Hardware & Variety	602882	18-survey ribbon	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	3.38
394 - Kleindorfer Hardware & Variety	602137	18-work gloves, masking tape	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	17.87
394 - Kleindorfer Hardware & Variety	602914	18-masking tape	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	6.76
394 - Kleindorfer Hardware & Variety	642661	18-sanding sponge, bees wax	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	7.18
394 - Kleindorfer Hardware & Variety	603441	18-survey ribbon	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	3.38
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 6				41.95
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products, INC	112965	18-Staff 1/4 Zip	Paid by EFT # 32563	11/19/2019	11/19/2019	11/27/2019	11/27/2019	37.96
Account 52430 - Uniforms and Tools Totals				Invoice Transactions 1				37.96
Account 53920 - Laundry and Other Sanitation Services								
4175 - The Stables Events, LLC (Izzy's Rentals)	9301	18-wapehani portable toilet service	Paid by EFT # 32544	11/19/2019	11/19/2019	11/27/2019	11/27/2019	130.00
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 1				130.00
Program 184000 - Natural Resources Totals				Invoice Transactions 8				209.91
Program 186500 - Community Events								
Account 52420 - Other Supplies								
53005 - Menards, INC	37595	18 - LP Tanks for patio heaters	Paid by Check # 70804	11/19/2019	11/19/2019	11/27/2019	11/27/2019	119.28
53005 - Menards, INC	37594	18- Decorations for Holiday Mkt. & hand	Paid by Check # 70804	11/19/2019	11/19/2019	11/27/2019	11/27/2019	189.83
5819 - Synchrony Bank	5930	18- Sams Club Tax Credit	Paid by Check # 70814	11/19/2019	11/19/2019	11/27/2019	11/27/2019	(2.24)
5819 - Synchrony Bank	5847	18- holiday market supplies	Paid by Check # 70814	11/19/2019	11/19/2019	11/27/2019	11/27/2019	49.18
Account 52420 - Other Supplies Totals				Invoice Transactions 4				356.05
Account 53730 - Machinery and Equipment Rental								
536 - Chris Ramsey (KingSnake Sound Company)	140540	18- Sound engineering service and equipment	Paid by EFT # 32497	11/19/2019	11/19/2019	11/27/2019	11/27/2019	325.00



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				Account 53730 - Machinery and Equipment Rental Totals			Invoice Transactions 1		\$325.00
				Program 186500 - Community Events Totals			Invoice Transactions 5		\$681.05
Program 187001 - Adult Sports-Softball									
Account 52420 - Other Supplies									
394 - Kleindorfer Hardware & Variety	617352	18-oven cleaner, hitch pin	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	14.94	
394 - Kleindorfer Hardware & Variety	603137	18 TLSP Cable ties	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	17.99	
				Account 52420 - Other Supplies Totals			Invoice Transactions 2		\$32.93
Account 53140 - Exterminator Services									
51538 - Economy Termite & Pest Control, INC	25751	18- TLSP Spraying for bugs in concessions and	Paid by EFT # 32393	11/19/2019	11/19/2019	11/27/2019	11/27/2019	150.00	
				Account 53140 - Exterminator Services Totals			Invoice Transactions 1		\$150.00
Account 53230 - Travel									
1097 - John Turnbull	111419	18-Travel USA Softball Annual Meetings	Paid by EFT # 32551	11/19/2019	11/19/2019	11/27/2019	11/27/2019	706.00	
				Account 53230 - Travel Totals			Invoice Transactions 1		\$706.00
				Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 4		\$888.93
Program 187500 - Banneker									
Account 43220 - Facility Rentals									
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	199.13	
				Account 43220 - Facility Rentals Totals			Invoice Transactions 1		\$199.13
				Program 187500 - Banneker Totals			Invoice Transactions 1		\$199.13
Program 189000 - Operations									
Account 52210 - Institutional Supplies									
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	4031899042	18-toilet paper	Paid by EFT # 32376	11/19/2019	11/19/2019	11/27/2019	11/27/2019	177.05	
313 - Fastenal Company	INBLM215760	18-gloves, disinfectant	Paid by EFT # 32397	11/19/2019	11/19/2019	11/27/2019	11/27/2019	151.03	
				Account 52210 - Institutional Supplies Totals			Invoice Transactions 2		\$328.08
Account 52230 - Garage and Motor Supplies									
476 - Southern Indiana Parts, INC (Napa Auto Parts)	293082	18-tailgate handle	Paid by EFT # 32521	11/19/2019	11/19/2019	11/27/2019	11/27/2019	15.77	
				Account 52230 - Garage and Motor Supplies Totals			Invoice Transactions 1		\$15.77
Account 52310 - Building Materials and Supplies									
5414 - Harmony Acres, INC (Value Fence Company)	259	18-4' black vinyl double drive gate	Paid by EFT # 32415	11/19/2019	11/19/2019	11/27/2019	11/27/2019	365.00	
394 - Kleindorfer Hardware & Variety	643138	18-dill bit set, tape measure	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	11.17	
394 - Kleindorfer Hardware & Variety	603458	18-hole saw, screws, center punch	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	26.53	
53005 - Menards, INC	37041	18-post for Crestmont trash cans	Paid by Check # 70804	11/19/2019	11/19/2019	11/27/2019	11/27/2019	74.68	
53005 - Menards, INC	37453	18-pipe fittings for install of fireplace at	Paid by Check # 70804	11/19/2019	11/19/2019	11/27/2019	11/27/2019	24.99	
53005 - Menards, INC	37622	18-material for fencing at SYP	Paid by Check # 70804	11/19/2019	11/19/2019	11/27/2019	11/27/2019	52.15	
53005 - Menards, INC	37650	18-hard hat, treated lumber	Paid by Check # 70804	11/19/2019	11/19/2019	11/27/2019	11/27/2019	25.53	
53005 - Menards, INC	37525	18-conduit	Paid by Check # 70804	11/19/2019	11/19/2019	11/27/2019	11/27/2019	37.74	
365 - Rogers Group, INC	0713003143	18-Crestmont Sub-base	Paid by EFT # 32505	11/19/2019	11/19/2019	11/27/2019	11/27/2019	28.80	
365 - Rogers Group, INC	0071173830	18-stone	Paid by EFT # 32505	11/19/2019	11/19/2019	11/27/2019	11/27/2019	183.55	
7159 - The Fireplace Center, LLC	25180	18- Fireplace burner and log sets	Paid by EFT # 32539	11/19/2019	11/19/2019	11/27/2019	11/27/2019	1,388.00	
				Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 11		\$2,218.14
Account 52340 - Other Repairs and Maintenance									
321 - Harrell Fish, INC	W51911	18-Repairs to Miller Showers fountain pump	Paid by EFT # 32416	11/19/2019	11/19/2019	11/27/2019	11/27/2019	94.25	
394 - Kleindorfer Hardware & Variety	602321	18-hardware for trashcans	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	56.40	
6262 - Koenig Equipment, INC	P12867	18-filter and oil	Paid by EFT # 32451	11/19/2019	11/19/2019	11/27/2019	11/27/2019	32.38	
6262 - Koenig Equipment, INC	P12548	18-belt for John Deere at Olcott	Paid by EFT # 32451	11/19/2019	11/19/2019	11/27/2019	11/27/2019	84.52	
				Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 4		\$267.55
Account 52420 - Other Supplies									
313 - Fastenal Company	INBLM215761	18-Vending: (2) rolls duct tape	Paid by EFT # 32397	11/19/2019	11/19/2019	11/27/2019	11/27/2019	10.79	
394 - Kleindorfer Hardware & Variety	643068	18-110 ft pole cord	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	8.99	
394 - Kleindorfer Hardware & Variety	643194	18-masterlocks	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	80.94	
392 - Koorsen Fire & Security, INC	4937303	18-(4) ABC #10 fire extinguishers	Paid by EFT # 32452	11/19/2019	11/19/2019	11/27/2019	11/27/2019	532.00	
53005 - Menards, INC	37965	18-new wheelbarrow and wheelbarrow	Paid by Check # 70804	11/19/2019	11/19/2019	11/27/2019	11/27/2019	107.97	
53005 - Menards, INC	37581	18-broom and dust pan	Paid by Check # 70804	11/19/2019	11/19/2019	11/27/2019	11/27/2019	33.98	
				Account 52420 - Other Supplies Totals			Invoice Transactions 6		\$774.67
Account 52430 - Uniforms and Tools									
4574 - John Deere Financial (Rural King)	G46919	18-(3) rain jackets for construction crew	Paid by Check # 70802	11/19/2019	11/19/2019	11/27/2019	11/27/2019	110.97	
				Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1		\$110.97



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208 - City Of Bloomington Utilities	37123-00112619	18-Water Sewer Charges	Paid by Check # 70769	11/18/2019	11/18/2019	11/18/2019	11/20/2019	405.43
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$405.43
Account 53630 - Machinery and Equipment Repairs								
321 - Harrell Fish, INC	W51911	18-Repairs to Miller Showers fountain pump	Paid by EFT # 32416	11/19/2019	11/19/2019	11/27/2019	11/27/2019	624.00
				Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 1		\$624.00
Account 53950 - Landfill								
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290010640	18-Disposal of tires left on park properties	Paid by EFT # 32349	11/19/2019	11/19/2019	11/27/2019	11/27/2019	84.00
				Account 53950 - Landfill Totals		Invoice Transactions 1		\$84.00
Account 53990 - Other Services and Charges								
32 - Cassidy Electrical Contractors, INC	20133	18-Installation of (8) LED lights on existing poles	Paid by EFT # 32370	11/19/2019	11/19/2019	11/27/2019	11/27/2019	6,800.00
5187 - Green Dragon Lawn Care, INC	3535	18-Contractual mowing/trimming @ (37)	Paid by EFT # 32413	11/19/2019	11/19/2019	11/27/2019	11/27/2019	135.00
5187 - Green Dragon Lawn Care, INC	3536	18-Contractual mowing/trimming @ (37)	Paid by EFT # 32413	11/19/2019	11/19/2019	11/27/2019	11/27/2019	125.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 3		\$7,060.00
Account 54310 - Improvements Other Than Building								
19741 - Mader Design, LLC	1042	18-Griffy fishing pier development and design	Paid by EFT # 32462	11/19/2019	11/19/2019	11/27/2019	11/27/2019	1,136.30
				Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 1		\$1,136.30
				Program 189000 - Operations Totals		Invoice Transactions 32		\$13,024.91
Program 189006 - Switchyard Property								
Account 53310 - Printing								
818 - Everywhere Signs, LLC	55605	18-Switchyard Park Circle Decals Grand	Paid by EFT # 32395	11/19/2019	11/19/2019	11/27/2019	11/27/2019	350.00
2895 - Rapid Reproductions, INC	29577	18- SYP Grand Opening Indoor/Outdoor Banners	Paid by EFT # 32498	11/19/2019	11/19/2019	11/27/2019	11/27/2019	683.40
				Account 53310 - Printing Totals		Invoice Transactions 2		\$1,033.40
Account 53540 - Natural Gas								
222 - Vectren	025604396811119	18-Natural Gas October Charges	Paid by Check # 70776	11/18/2019	11/18/2019	11/18/2019	11/20/2019	116.69
				Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$116.69
Account 53990 - Other Services and Charges								
4598 - Susan Lorimer (Big Bounce Fun House Rentals)	5954345	18- Carnival Games for SYP Grand Opening	Paid by EFT # 32459	11/19/2019	11/19/2019	11/27/2019	11/27/2019	4,872.11
6613 - Madison True	027	18- SYP Grand Opening DJ Services	Paid by EFT # 32550	11/19/2019	11/19/2019	11/27/2019	11/27/2019	250.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		\$5,122.11
				Program 189006 - Switchyard Property Totals		Invoice Transactions 5		\$6,272.20
Program 189500 - Landscaping								
Account 52220 - Agricultural Supplies								
5485 - Woody Warehouse Nursery, INC	238-0001	18- 46 native trees/shrubs for	Paid by EFT # 32565	11/19/2019	11/19/2019	11/27/2019	11/27/2019	671.50
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		\$671.50
Account 52420 - Other Supplies								
5819 - Synchrony Bank	468845855498	18-Amazon Pig Utility Containment Tray for	Paid by EFT # 32534	11/19/2019	11/19/2019	11/27/2019	11/27/2019	96.11
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$96.11
Account 53230 - Travel								
4251 - Joanna L Sparks	111519	18-Travel Fort Wayne Indiana Native Plant	Paid by EFT # 32522	11/19/2019	11/19/2019	11/27/2019	11/27/2019	44.00
				Account 53230 - Travel Totals		Invoice Transactions 1		\$44.00
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	200807-00311261	18-Water Sewer Charges	Paid by Check # 70769	11/18/2019	11/18/2019	11/18/2019	11/20/2019	176.94
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$176.94
				Program 189500 - Landscaping Totals		Invoice Transactions 4		\$988.55
Program 189501 - Cemeteries								
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	603295	18-windshield washer fluid, respirators, bird	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	41.15
				Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1		\$41.15
Account 52340 - Other Repairs and Maintenance								
786 - Richard's Small Engine, INC	365007	18-air cleaner	Paid by EFT # 32502	11/19/2019	11/19/2019	11/27/2019	11/27/2019	11.48
786 - Richard's Small Engine, INC	364962	18-clutch cable	Paid by EFT # 32502	11/19/2019	11/19/2019	11/27/2019	11/27/2019	17.05
786 - Richard's Small Engine, INC	365521	18-gas cap for brushcutter	Paid by EFT # 32502	11/19/2019	11/19/2019	11/27/2019	11/27/2019	10.39
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 3		\$38.92
Account 52420 - Other Supplies								
4574 - John Deere Financial (Rural King)	G47454	18- Rose Hill shop supplies (wrenches, drill	Paid by Check # 70802	11/19/2019	11/19/2019	11/27/2019	11/27/2019	260.05
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$260.05
				Program 189501 - Cemeteries Totals		Invoice Transactions 5		\$340.12
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	601243	18-nuts & bolts & washers for Urban	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	25.10
394 - Kleindorfer Hardware & Variety	643144	18-nuts, bolts	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	1.24
				Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$26.34



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				Program 189503 - Urban Forestry Totals		Invoice Transactions 2		\$26.34
				Department 18 - Parks & Recreation Totals		Invoice Transactions 102		\$39,168.17
				Fund 200 - Parks and Recreation Gen (51301) Totals		Invoice Transactions 102		\$39,168.17
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 181001 - Health & Wellness								
Account 53720 - Building Rental								
205 - City Of Bloomington	18-201450-2019-9	18 - October 2019 Jazzercise rental	Paid by Check # 70790	11/19/2019	11/19/2019	11/27/2019	11/27/2019	53.50
				Account 53720 - Building Rental Totals		Invoice Transactions 1		\$53.50
Account 53990 - Other Services and Charges								
4380 - Bloomington Community Massage, LLC	Nov 2019	18 - Nov 2019 chair massages	Paid by EFT # 32357	11/19/2019	11/19/2019	11/27/2019	11/27/2019	14.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$14.00
				Program 181001 - Health & Wellness Totals		Invoice Transactions 2		\$67.50
Program 181100 - Marketing								
Account 53990 - Other Services and Charges								
7160 - Samuel Ryan Keithley Finley	1	18- SYP Grand Opening Sam Finley Trio	Paid by EFT # 32399	11/19/2019	11/19/2019	11/27/2019	11/27/2019	350.00
4976 - Lewis Rogers	11-16-2019	18- SYP Grand Opening Sunday Performance	Paid by EFT # 32504	11/19/2019	11/19/2019	11/27/2019	11/27/2019	500.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		\$850.00
				Program 181100 - Marketing Totals		Invoice Transactions 2		\$850.00
Program 182003 - Aquatics-Health & Safety								
Account 43270 - Registration Fees								
4504 - American National Red Cross	22238745	18 - Adult & Pediatric First Aid/CPR/AED	Paid by EFT # 32332	11/19/2019	11/19/2019	11/27/2019	11/27/2019	90.00
				Account 43270 - Registration Fees Totals		Invoice Transactions 1		\$90.00
Account 53990 - Other Services and Charges								
4504 - American National Red Cross	22231990	18-Aquatics - CPR/AED Training - Leslie Brinson	Paid by EFT # 32332	11/19/2019	11/19/2019	11/27/2019	11/27/2019	30.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$30.00
				Program 182003 - Aquatics-Health & Safety Totals		Invoice Transactions 2		\$120.00
Program 182500 - Frank Southern Center								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	7.81
				Account 43220 - Facility Rentals Totals		Invoice Transactions 1		\$7.81
Account 52420 - Other Supplies								
7114 - David B Pruet (Onstage Productions - Indiana)	0000001	18 FSC Lighting and Sound for Skate and	Paid by EFT # 32493	11/19/2019	11/19/2019	11/27/2019	11/27/2019	800.00
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$800.00
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T92968	18-House Hockey Jerseys	Paid by EFT # 32536	11/19/2019	11/19/2019	11/27/2019	11/27/2019	2,905.00
				Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1		\$2,905.00
Account 53940 - Temporary Contractual Employee								
7175 - Devan Mackellar	111819	18 - Adult Hockey League Official	Paid by EFT # 32461	11/19/2019	11/19/2019	11/27/2019	11/27/2019	360.00
6697 - Samuel Webb Markwood	111819	18 - Adult Hockey League Official	Paid by EFT # 32463	11/19/2019	11/19/2019	11/27/2019	11/27/2019	594.00
7173 - Justin Newey	111819	18 - Adult Hockey League Official	Paid by EFT # 32481	11/19/2019	11/19/2019	11/27/2019	11/27/2019	216.00
				Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 3		\$1,170.00
				Program 182500 - Frank Southern Center Totals		Invoice Transactions 6		\$4,882.81
Program 182501 - Frank Southern Center Concession								
Account 43290 - Concessions								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	23.54
				Account 43290 - Concessions Totals		Invoice Transactions 1		\$23.54
Account 43295 - Concessions FB Tax								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	110.34
204 - State Of Indiana	October 2019FB	18-October 2019 FB Tax	Paid by EFT # 32317	11/20/2019	11/20/2019	11/20/2019	11/20/2019	15.73
				Account 43295 - Concessions FB Tax Totals		Invoice Transactions 2		\$126.07
Account 43340 - Pro Shop Sales								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	20.37
				Account 43340 - Pro Shop Sales Totals		Invoice Transactions 1		\$20.37
Account 52330 - Street , Alley, and Sewer Material								
4099 - Gold Medal Products CO.	154762	18 - FSC Popcorn and Oil	Paid by EFT # 32408	11/19/2019	11/19/2019	11/27/2019	11/27/2019	418.55
5819 - Synchrony Bank	5776	18 - FSC Sams Club concession purchases	Paid by Check # 70814	11/19/2019	11/19/2019	11/27/2019	11/27/2019	108.02
				Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 2		\$526.57
Account 53990 - Other Services and Charges								
5335 - Shield Protection Solutions, LLC	2016	18 - FSC IUD2 Home Game Security	Paid by EFT # 32515	11/19/2019	11/19/2019	11/27/2019	11/27/2019	168.00
5335 - Shield Protection Solutions, LLC	2026	18 - FSC IUD2 Home Game Security	Paid by EFT # 32515	11/19/2019	11/19/2019	11/27/2019	11/27/2019	168.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		\$336.00
				Program 182501 - Frank Southern Center Concession Totals		Invoice Transactions 8		\$1,032.55

Program **183500 - Golf Services**



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Account 43220 - Facility Rentals								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	22.78
Account 43220 - Facility Rentals Totals								Invoice Transactions 1
								\$22.78
Account 43290 - Concessions								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	199.73
Account 43290 - Concessions Totals								Invoice Transactions 1
								\$199.73
Account 43295 - Concessions FB Tax								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	44.29
204 - State Of Indiana	October 2019FB	18-October 2019 FB Tax	Paid by EFT # 32317	11/20/2019	11/20/2019	11/20/2019	11/20/2019	6.31
Account 43295 - Concessions FB Tax Totals								Invoice Transactions 2
								\$50.60
Account 52420 - Other Supplies								
53005 - Menards, INC	36944	18-trash can, vinyl bumpers	Paid by Check # 70804	11/19/2019	11/19/2019	11/27/2019	11/27/2019	17.82
53005 - Menards, INC	37529	18-closet pole, pole socket	Paid by Check # 70804	11/19/2019	11/19/2019	11/27/2019	11/27/2019	12.93
Account 52420 - Other Supplies Totals								Invoice Transactions 2
								\$30.75
Program 183500 - Golf Services Totals								Invoice Transactions 6
								\$303.86
Program 183501 - Golf Course - Pro Shop								
Account 43340 - Pro Shop Sales	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	392.00
Account 43340 - Pro Shop Sales Totals								Invoice Transactions 1
								\$392.00
Program 183501 - Golf Course - Pro Shop Totals								Invoice Transactions 1
								\$392.00
Program 184000 - Natural Resources								
Account 43260 - Equipment Rentals	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	121.88
Account 43260 - Equipment Rentals Totals								Invoice Transactions 1
								\$121.88
Program 184000 - Natural Resources Totals								Invoice Transactions 1
								\$121.88
Program 184500 - Youth Services -Juke Box								
Account 43220 - Facility Rentals	2019-00001447	18-Refunds	Paid by Check # 70818	11/19/2019	11/19/2019	11/27/2019	11/27/2019	5.00
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	14.12
Account 43220 - Facility Rentals Totals								Invoice Transactions 2
								\$19.12
Program 184500 - Youth Services -Juke Box Totals								Invoice Transactions 2
								\$19.12
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies	IN10026665	18-Kid City Summer Camp Art Supplies	Paid by EFT # 32508	11/19/2019	11/19/2019	11/27/2019	11/27/2019	26.96
Account 52420 - Other Supplies Totals								Invoice Transactions 1
								\$26.96
Program 184501 - Youth Services-Kid City Camps Totals								Invoice Transactions 1
								\$26.96
Program 185000 - Twin Lakes Recreation Center								
Account 43220 - Facility Rentals	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	485.56
Account 43220 - Facility Rentals Totals								Invoice Transactions 1
								\$485.56
Account 52210 - Institutional Supplies	5819 - Synchrony Bank	18 - TLRC Facility Supplies Open	Paid by Check # 70814	11/19/2019	11/19/2019	11/27/2019	11/27/2019	21.98
Account 52210 - Institutional Supplies Totals								Invoice Transactions 1
								\$21.98
Account 52310 - Building Materials and Supplies	53005 - Menards, INC	18-Infrared heater	Paid by Check # 70804	11/19/2019	11/19/2019	11/27/2019	11/27/2019	359.96
4443 - The Sherwin Williams Company	1512-1	18 - TLRC Facility Paint	Paid by EFT # 32543	11/19/2019	11/19/2019	11/27/2019	11/27/2019	182.40
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions 2
								\$542.36
Account 52420 - Other Supplies	7097 - Bloomington Video and Data, INC	18 - TLRC - Upgrade to Directv service -	Paid by EFT # 32361	11/19/2019	11/19/2019	11/27/2019	11/27/2019	299.00
Account 52420 - Other Supplies Totals								Invoice Transactions 1
								\$299.00
Account 53610 - Building Repairs	53657 - Plymate, INC	18 - TLRC Entry Mat Service	Paid by EFT # 32491	11/19/2019	11/19/2019	11/27/2019	11/27/2019	75.99
Account 53610 - Building Repairs Totals								Invoice Transactions 1
								\$75.99
Program 185000 - Twin Lakes Recreation Center Totals								Invoice Transactions 6
								\$1,424.89
Program 185002 - TLRC-Health & Wellness								
Account 43370 - Other Sales	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	.33
Account 43370 - Other Sales Totals								Invoice Transactions 1
								\$0.33
Account 52420 - Other Supplies	5819 - Synchrony Bank	18-Amazon Jinhoo DVD Player for TV - TLRC	Paid by EFT # 32534	11/19/2019	11/19/2019	11/27/2019	11/27/2019	39.99
5819 - Synchrony Bank	468465887765	18-Amazon Mobile TV Stand for TLRC	Paid by EFT # 32534	11/19/2019	11/19/2019	11/27/2019	11/27/2019	279.98
Account 52420 - Other Supplies Totals								Invoice Transactions 2
								\$319.97
Account 53940 - Temporary Contractual Employee	6161 - Morgan Ashley Banks	18-TLRC Fitness Specialist	Paid by EFT # 32339	11/19/2019	11/19/2019	11/27/2019	11/27/2019	125.00



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13007 - Valeria A Decastro	111419	18-TLRC Fitness Specialist	Paid by EFT # 32387	11/19/2019	11/19/2019	11/27/2019	11/27/2019	218.75
6602 - Pendah Jallow	111419	18-TLRC Fitness Specialist	Paid by EFT # 32443	11/19/2019	11/19/2019	11/27/2019	11/27/2019	120.00
7085 - Anna Khachatryan	111119	18-TLRC Fitness Specialist	Paid by EFT # 32446	11/19/2019	11/19/2019	11/27/2019	11/27/2019	50.00
1336 - Kristy L LeVert	111419	18-TLRC Fitness Specialist	Paid by EFT # 32456	11/19/2019	11/19/2019	11/27/2019	11/27/2019	125.00
7086 - Rivkah L Moore	111319	18-TLRC Fitness Specialist	Paid by EFT # 32469	11/19/2019	11/19/2019	11/27/2019	11/27/2019	62.50
5007 - Emeline P O'Connor	111219	18-TLRC Fitness Specialist	Paid by EFT # 32483	11/19/2019	11/19/2019	11/27/2019	11/27/2019	187.50
14093 - Aliana Radecki	111319	18-TLRC Fitness Specialist	Paid by EFT # 32496	11/19/2019	11/19/2019	11/27/2019	11/27/2019	375.00
1973 - Megan M Stark	111419	18-TLRC Fitness Specialist	Paid by EFT # 32527	11/19/2019	11/19/2019	11/27/2019	11/27/2019	187.50
6722 - Claire Sunkel	111219	18-TLRC Fitness Specialist	Paid by EFT # 32533	11/19/2019	11/19/2019	11/27/2019	11/27/2019	100.00
5222 - Zane S Yeager	111319	18-TLRC Fitness Specialist	Paid by EFT # 32566	11/19/2019	11/19/2019	11/27/2019	11/27/2019	125.00
Account 53940 - Temporary Contractual Employee Totals						Invoice Transactions 11		\$1,676.25
Program 185002 - TLRC-Health & Wellness Totals						Invoice Transactions 14		\$1,996.55
Program 185003 - TLRC-Basketball								
Account 53940 - Temporary Contractual Employee								
5377 - James D Acton	110419	18- TLRC BYB Official	Paid by EFT # 32328	11/19/2019	11/19/2019	11/27/2019	11/27/2019	60.00
7184 - Larry Branam	110419	18- TLRC BYB Official	Paid by EFT # 32365	11/19/2019	11/19/2019	11/27/2019	11/27/2019	100.00
20105 - Brandon B Chambers	110719	18- TLRC BYB Official	Paid by EFT # 32374	11/19/2019	11/19/2019	11/27/2019	11/27/2019	1,020.00
6806 - Joshua Clein	110519	18- TLRC BYB Official	Paid by EFT # 32380	11/19/2019	11/19/2019	11/27/2019	11/27/2019	80.00
7147 - Keith E Crittenden	110419	18- TLRC BYB Official	Paid by EFT # 32384	11/19/2019	11/19/2019	11/27/2019	11/27/2019	60.00
6751 - Max Gorenstein	110619	18- TLRC BYB Official	Paid by EFT # 32409	11/19/2019	11/19/2019	11/27/2019	11/27/2019	60.00
5005 - Jon Mitchel Hillenburg	110719	18- TLRC BYB Official	Paid by EFT # 32419	11/19/2019	11/19/2019	11/27/2019	11/27/2019	160.00
6285 - Peter LaMagna	110519	18- TLRC BYB Official	Paid by EFT # 32453	11/19/2019	11/19/2019	11/27/2019	11/27/2019	100.00
6240 - Timothy A Lemper	110519	18- TLRC BYB Official	Paid by EFT # 32455	11/19/2019	11/19/2019	11/27/2019	11/27/2019	80.00
6800 - Robert M Morgan	110719	18- TLRC BYB Official	Paid by EFT # 32470	11/19/2019	11/19/2019	11/27/2019	11/27/2019	80.00
6741 - William Pahl	110619	18- TLRC BYB Official	Paid by EFT # 32489	11/19/2019	11/19/2019	11/27/2019	11/27/2019	100.00
7155 - Michael Scott Thompson	103019	18- TLRC BYB Official	Paid by EFT # 32546	11/19/2019	11/19/2019	11/27/2019	11/27/2019	60.00
6414 - Trey A Von Bokern	110519	18- TLRC BYB Official	Paid by EFT # 32557	11/19/2019	11/19/2019	11/27/2019	11/27/2019	160.00
7126 - Mickayla Wenzel	110619	18- TLRC BYB Official	Paid by EFT # 32560	11/19/2019	11/19/2019	11/27/2019	11/27/2019	100.00
Account 53940 - Temporary Contractual Employee Totals						Invoice Transactions 14		\$2,220.00
Program 185003 - TLRC-Basketball Totals						Invoice Transactions 14		\$2,220.00
Program 185006 - TLRC-Concessions								
Account 43290 - Concessions								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	103.74
Account 43290 - Concessions Totals						Invoice Transactions 1		\$103.74
Account 43295 - Concessions FB Tax								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	34.69
204 - State Of Indiana	October 2019FB	18-October 2019 FB Tax	Paid by EFT # 32317	11/20/2019	11/20/2019	11/20/2019	11/20/2019	4.95
Account 43295 - Concessions FB Tax Totals						Invoice Transactions 2		\$39.64
Account 43300 - Vending								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	7.90
Account 43300 - Vending Totals						Invoice Transactions 1		\$7.90
Account 52330 - Street , Alley, and Sewer Material								
4099 - Gold Medal Products CO.	155022	18 - TLRC Concessions	Paid by EFT # 32408	11/19/2019	11/19/2019	11/27/2019	11/27/2019	177.40
5819 - Synchrony Bank	000000 GQBRTF	18 - TLRC Concession Supplies	Paid by Check # 70814	11/19/2019	11/19/2019	11/27/2019	11/27/2019	131.52
Account 52330 - Street , Alley, and Sewer Material Totals						Invoice Transactions 2		\$308.92
Program 185006 - TLRC-Concessions Totals						Invoice Transactions 6		\$460.20
Program 186500 - Community Events								
Account 43270 - Registration Fees								
Teresa Colby	2019-00001487	18-Refunds	Paid by Check # 70820	11/19/2019	11/19/2019	11/27/2019	11/27/2019	15.00
Account 43270 - Registration Fees Totals						Invoice Transactions 1		\$15.00
Account 52420 - Other Supplies								
5819 - Synchrony Bank	769586849344	18-Amazon 30 Inch Highboy Cocktail Round	Paid by EFT # 32534	11/19/2019	11/19/2019	11/27/2019	11/27/2019	69.95
5819 - Synchrony Bank	3543	18- Holiday Decor and Food for Artist Suite at	Paid by Check # 70814	11/19/2019	11/19/2019	11/27/2019	11/27/2019	107.02
5819 - Synchrony Bank	8201	18-SYP Grand Opening Norfolk Pine - plants	Paid by Check # 70814	11/19/2019	11/19/2019	11/27/2019	11/27/2019	209.72
Account 52420 - Other Supplies Totals						Invoice Transactions 3		\$386.69



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Program 186500 - Community Events Totals						Invoice Transactions 4		\$401.69
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
818 - Everywhere Signs, LLC	55614	18-Switchyard Park grand opening selfie	Paid by EFT # 32395	11/19/2019	11/19/2019	11/27/2019	11/27/2019	95.00
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$95.00
Program 186502 - Community Events-Gardens Totals						Invoice Transactions 1		\$95.00
Program 186503 - Community Events-Farmers' Market								
Account 43370 - Other Sales								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	2.28
Account 43370 - Other Sales Totals						Invoice Transactions 1		\$2.28
Account 47230 - Gift Certificate								
12418 - Teresa A Birtles	2029	Market Bucks and Gift Certificates	Paid by EFT # 32353	11/19/2019	11/19/2019	11/27/2019	11/27/2019	80.00
18520 - Kevin L Graber	2028	Market Bucks and Gift Certificates	Paid by EFT # 32410	11/19/2019	11/19/2019	11/27/2019	11/27/2019	10.00
3981 - Muddy Fork Farm & Bakery, LLC	2036	Market Bucks and Gift Certificates	Paid by EFT # 32472	11/19/2019	11/19/2019	11/27/2019	11/27/2019	20.00
12422 - Kip Schlegel	2025	Market Bucks and Gift Certificates	Paid by EFT # 32511	11/19/2019	11/19/2019	11/27/2019	11/27/2019	40.00
12425 - David W Widner	2019	Gift Certificates	Paid by Check # 70817	11/19/2019	11/19/2019	11/27/2019	11/27/2019	20.00
Account 47230 - Gift Certificate Totals						Invoice Transactions 5		\$170.00
Account 47240 - EBT Market Bucks								
17532 - Kimberley Beesley-Shatto	2017	Market Bucks	Paid by EFT # 32348	11/19/2019	11/19/2019	11/27/2019	11/27/2019	15.00
17532 - Kimberley Beesley-Shatto	2035	Market Bucks	Paid by EFT # 32348	11/19/2019	11/19/2019	11/27/2019	11/27/2019	60.00
12418 - Teresa A Birtles	2029	Market Bucks and Gift Certificates	Paid by EFT # 32353	11/19/2019	11/19/2019	11/27/2019	11/27/2019	192.00
5705 - Canku Luta, INC	2032	Market Bucks	Paid by EFT # 32369	11/19/2019	11/19/2019	11/27/2019	11/27/2019	63.00
5583 - Greg Deemer	2024	Market Bucks	Paid by EFT # 32388	11/19/2019	11/19/2019	11/27/2019	11/27/2019	51.00
6431 - Alvin M Fisher	2034	Market Bucks	Paid by EFT # 32402	11/19/2019	11/19/2019	11/27/2019	11/27/2019	24.00
18520 - Kevin L Graber	2028	Market Bucks and Gift Certificates	Paid by EFT # 32410	11/19/2019	11/19/2019	11/27/2019	11/27/2019	63.00
52276 - Hunter's Honey Farm	2030	Market Bucks	Paid by EFT # 32425	11/19/2019	11/19/2019	11/27/2019	11/27/2019	96.00
12413 - Dale L Marchino	2027	Market Bucks	Paid by Check # 70803	11/19/2019	11/19/2019	11/07/2019	11/29/2019	6.00
3981 - Muddy Fork Farm & Bakery, LLC	2016	Market Bucks	Paid by EFT # 32472	11/19/2019	11/19/2019	11/27/2019	11/27/2019	18.00
3981 - Muddy Fork Farm & Bakery, LLC	2036	Market Bucks and Gift Certificates	Paid by EFT # 32472	11/19/2019	11/19/2019	11/27/2019	11/27/2019	33.00
6877 - Eric L Murphy (Shamrock Farms)	2026	Market Bucks	Paid by EFT # 32473	11/19/2019	11/19/2019	11/27/2019	11/27/2019	48.00
12405 - Titus Raber	2023	Market Bucks	Paid by EFT # 32495	11/19/2019	11/19/2019	11/27/2019	11/27/2019	6.00
5668 - Red Frazier Bison, LLP	2031	Market Bucks	Paid by EFT # 32499	11/19/2019	11/19/2019	11/27/2019	11/27/2019	12.00
12430 - Luke Rhodes	2021	Market Bucks	Paid by EFT # 32501	11/19/2019	11/19/2019	11/27/2019	11/27/2019	21.00
12430 - Luke Rhodes	2033	Market Bucks	Paid by EFT # 32501	11/19/2019	11/19/2019	11/27/2019	11/27/2019	63.00
12422 - Kip Schlegel	2025	Market Bucks and Gift Certificates	Paid by EFT # 32511	11/19/2019	11/19/2019	11/27/2019	11/27/2019	36.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2020	Market Bucks	Paid by EFT # 32518	11/19/2019	11/19/2019	11/27/2019	11/27/2019	6.00
2496 - Galen Jay Stoll	2022	Market Bucks	Paid by Check # 70813	11/19/2019	11/19/2019	11/27/2019	11/27/2019	36.00
2496 - Galen Jay Stoll	2037	Market Bucks	Paid by Check # 70813	11/19/2019	11/19/2019	11/27/2019	11/27/2019	15.00
Account 47240 - EBT Market Bucks Totals						Invoice Transactions 20		\$864.00
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	602797	18-gloves	Paid by EFT # 32450	11/19/2019	11/19/2019	11/27/2019	11/27/2019	11.65
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$11.65
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	82116-001 112619	18-Water Sewer Charges	Paid by Check # 70769	11/18/2019	11/18/2019	11/18/2019	11/20/2019	13.95
Account 53530 - Water and Sewer Totals						Invoice Transactions 1		\$13.95
Account 53940 - Temporary Contractual Employee								
3875 - Sandra Salinas-Kobylyka	110919	18 - Market - Custodial work	Paid by EFT # 32510	11/19/2019	11/19/2019	11/27/2019	11/27/2019	130.00
Account 53940 - Temporary Contractual Employee Totals						Invoice Transactions 1		\$130.00
Program 186503 - Community Events-Farmers' Market Totals						Invoice Transactions 29		\$1,191.88
Program 187001 - Adult Sports-Softball								
Account 43220 - Facility Rentals								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	9.76
Account 43220 - Facility Rentals Totals						Invoice Transactions 1		\$9.76
Program 187001 - Adult Sports-Softball Totals						Invoice Transactions 1		\$9.76
Program 187006 - Adult Sports-Concessions								
Account 43290 - Concessions								
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	10.79



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Account 43295 - Concessions FB Tax				Account 43290 - Concessions Totals				Invoice Transactions 1	\$10.79
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	3.93	
204 - State Of Indiana	October 2019FB	18-October 2019 FB Tax	Paid by EFT # 32317	11/20/2019	11/20/2019	11/20/2019	11/20/2019	.56	
Account 43295 - Concessions FB Tax Totals				Invoice Transactions 2				\$4.49	
Program 187006 - Adult Sports-Concessions Totals				Invoice Transactions 3				\$15.28	
Program 189000 - Operations									
Account 52420 - Other Supplies									
90 - Service Supply Ltd., INC	22108	18-(1) Memorial Bench - Lower Cascades Park	Paid by EFT # 32512	11/19/2019	11/19/2019	11/27/2019	11/27/2019	1,752.00	
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$1,752.00	
Program 189000 - Operations Totals				Invoice Transactions 1				\$1,752.00	
Program 189001 - Cell Tower									
Account 53990 - Other Services and Charges									
2708 - AmeriGas Propane, LP	3098301916	18 FSC Propane for Zamboni	Paid by EFT # 32334	11/19/2019	11/19/2019	11/27/2019	11/27/2019	.77	
6966 - Steven D Hobbs (Dynasty Painting, LLC)	000103	18-Pressure washing, painting & gutters on	Paid by EFT # 32421	11/19/2019	11/19/2019	11/27/2019	11/27/2019	23,950.00	
Account 53990 - Other Services and Charges Totals				Invoice Transactions 2				\$23,950.77	
Program 189001 - Cell Tower Totals				Invoice Transactions 2				\$23,950.77	
Program 189003 - Operations-Open Shelters									
Account 43220 - Facility Rentals									
204 - State Of Indiana	Oct 2019 Sales	18-October 2019 Sales Tax	Paid by EFT # 32316	11/20/2019	11/20/2019	11/20/2019	11/20/2019	41.82	
Account 43220 - Facility Rentals Totals				Invoice Transactions 1				\$41.82	
Program 189003 - Operations-Open Shelters Totals				Invoice Transactions 1				\$41.82	
Program 189006 - Switchyard Property									
Account 52420 - Other Supplies									
5819 - Synchrony Bank	6537	18- Batteries for SYP Opening	Paid by Check # 70814	11/19/2019	11/19/2019	11/27/2019	11/27/2019	41.94	
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$41.94	
Account 53990 - Other Services and Charges									
204 - State Of Indiana	Nov 1, 2019	18-Amusement & Entertainment Permit	Paid by Check # 70812	11/19/2019	11/19/2019	11/27/2019	11/27/2019	134.00	
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1				\$134.00	
Program 189006 - Switchyard Property Totals				Invoice Transactions 2				\$175.94	
Department 18 - Parks & Recreation Totals				Invoice Transactions 115				\$41,552.46	
Fund 201 - Parks and Rec Non Reverting Totals				Invoice Transactions 115				\$41,552.46	
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									
5819 - Synchrony Bank	467588788645	18-Sound dampening wall panels golf course	Paid by EFT # 32534	11/19/2019	11/19/2019	11/27/2019	11/27/2019	974.85	
6937 - The Barr Display Company, LLC	INV503875	18-Clubhouse Pro Shop Display Furniture - D	Paid by EFT # 32538	11/19/2019	11/19/2019	11/27/2019	11/27/2019	3,499.51	
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 2				\$4,474.36	
Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals				Invoice Transactions 2				\$4,474.36	
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA									
Account 54510 - Other Capital Outlays									
10 - Bledsoe Riggert Cooper & James INC	22367	18-Construction layout services for Crestmont	Paid by EFT # 32355	11/19/2019	11/19/2019	11/27/2019	11/27/2019	780.00	
18844 - First Financial Bank, N.A.	HFI, TLRC App # 2	18-Escrow for Bond project HVAC at Twin	Paid by Check # 70797	11/19/2019	11/19/2019	11/27/2019	11/27/2019	622.54	
5414 - Harmony Acres, INC (Value Fence Company)	257 111219	18-152' of 4' black vinyl fencing for Crestmont	Paid by EFT # 32415	11/19/2019	11/19/2019	11/27/2019	11/27/2019	1,685.00	
321 - Harrell Fish, INC	HFI, TLRC App # 2	18-GOB Project HVAC replacement at TLRC	Paid by EFT # 32416	11/19/2019	11/19/2019	11/27/2019	11/27/2019	11,828.21	
351 - Young Trucking, INC	103955	18-Stone (#11 & #53) for Crestmont	Paid by EFT # 32567	11/19/2019	11/19/2019	11/27/2019	11/27/2019	504.98	
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 5				\$15,420.73	
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals				Invoice Transactions 5				\$15,420.73	
Department 18 - Parks & Recreation Totals				Invoice Transactions 7				\$19,895.09	
Fund 977 - Parks 2016 GO Bond Proceeds Totals				Invoice Transactions 7				\$19,895.09	
Fund 980 - 2018 BicentennialBnd Prd900030									
Department 18 - Parks & Recreation									
Program 18018C - Enrty Ways St Trees Alley Enhanc									
Account 54510 - Other Capital Outlays									
3444 - Rundell Ernstberger Associates, INC	191565-1	18-Gateway Design Fees	Paid by EFT # 32507	11/19/2019	11/19/2019	11/27/2019	11/27/2019	4,580.00	
7059 - Eagle Ridge Civil Engineering Services, LLC	182-05	13-Downtown Alleys-Inv. date 11/1/2019	Paid by EFT # 32391	11/19/2019	11/19/2019	11/27/2019	11/27/2019	4,807.19	
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 2				\$9,387.19	
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals				Invoice Transactions 2				\$9,387.19	
Department 18 - Parks & Recreation Totals				Invoice Transactions 2				\$9,387.19	
Fund 980 - 2018 BicentennialBnd Prd900030 Totals				Invoice Transactions 2				\$9,387.19	
Grand Totals				Invoice Transactions 226				\$110,002.91	

REGISTER OF SPECIAL CLAIMS

Board:Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/27/2019	Bank Fees Claims Sales Tax Special Utility Claims				110,002.91
					<u>110,002.91</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 \$ 110,002.91

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 Sept 19

Invoice Date Range 10/27/19 - 10/27/19

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.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	.33
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$0.33
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions 1		\$0.33
Program 182500 - Frank Southern Center										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	394.69
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$394.69
Program 182500 - Frank Southern Center Totals								Invoice Transactions 1		\$394.69
Program 183500 - Golf Services										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	2,672.94
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$2,672.94
Program 183500 - Golf Services Totals								Invoice Transactions 1		\$2,672.94
Program 184000 - Natural Resources										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	9.21
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$9.21
Program 184000 - Natural Resources Totals								Invoice Transactions 1		\$9.21
Program 187001 - Adult Sports-Softball										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	121.46
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$121.46
Program 187001 - Adult Sports-Softball Totals								Invoice Transactions 1		\$121.46
Program 189501 - Cemeteries										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	86.41
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$86.41
Program 189501 - Cemeteries Totals								Invoice Transactions 1		\$86.41
Department 18 - Parks & Recreation Totals								Invoice Transactions 6		\$3,285.04
Fund 200 - Parks and Recreation Gen (S1301) Totals								Invoice Transactions 6		\$3,285.04
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	40.31
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$40.31
Program 181000 - Administration Totals								Invoice Transactions 1		\$40.31
Program 181001 - Health & Wellness										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	6.14
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$6.14
Program 181001 - Health & Wellness Totals								Invoice Transactions 1		\$6.14
Program 184500 - Youth Services -Juke Box										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	140.43
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$140.43
Program 184500 - Youth Services -Juke Box Totals								Invoice Transactions 1		\$140.43
Program 185000 - Twin Lakes Recreation Center										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	687.42
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$687.42
Program 185000 - Twin Lakes Recreation Center Totals								Invoice Transactions 1		\$687.42
Program 185002 - TLRC-Health & Wellness										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	2.78
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$2.78
Program 185002 - TLRC-Health & Wellness Totals								Invoice Transactions 1		\$2.78
Program 185003 - TLRC-Basketball										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051		10/27/2019	10/27/2019	10/27/2019		10/27/2019	473.87
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$473.87
Program 185003 - TLRC-Basketball Totals								Invoice Transactions 1		\$473.87
Program 186500 - Community Events										
Account 53830 - Bank Charges										



Board of Parks & Recreation Claim Register Bank Fees Sept 19

Invoice Date Range 10/27/19 - 10/27/19

18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051	10/27/2019	10/27/2019	10/27/2019	10/27/2019	120.16
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		120.16
				Program 186500 - Community Events Totals		Invoice Transactions 1		120.16
Program 186502 - Community Events-Gardens								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051	10/27/2019	10/27/2019	10/27/2019	10/27/2019	2.42
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		2.42
				Program 186502 - Community Events-Gardens Totals		Invoice Transactions 1		2.42
Program 186503 - Community Events-Farmers' Market								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051	10/27/2019	10/27/2019	10/27/2019	10/27/2019	18.67
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		18.67
				Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 1		18.67
Program 189003 - Operations-Open Shelters								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	October Bank Fee	18-Bank Fees for October 2019	Paid by EFT # 32051	10/27/2019	10/27/2019	10/27/2019	10/27/2019	113.12
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		113.12
				Program 189003 - Operations-Open Shelters Totals		Invoice Transactions 1		113.12
				Department 18 - Parks & Recreation Totals		Invoice Transactions 10		1,605.32
				Fund 201 - Parks and Rec Non Reverting Totals		Invoice Transactions 10		1,605.32
				Grand Totals		Invoice Transactions 16		4,890.36



Board of Parks & Recreation Claim Register

Invoice Date Range 12/02/19 - 12/13/19

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	81233437001119	18- Landlines December	Paid by Check # 70842		12/02/2019	12/02/2019	12/02/2019		12/02/2019	2,018.27
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843		12/02/2019	12/02/2019	12/02/2019		12/02/2019	31.24
Account 53210 - Telephone Totals								Invoice Transactions 2		\$2,049.51
Account 53910 - Dues and Subscriptions										
5280 - PowerDMS, INC	Q-55911	18-Annual CAPRA National Accreditation	Paid by EFT # 32743		12/03/2019	12/03/2019	12/13/2019		12/13/2019	2,401.90
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		\$2,401.90
Account 53990 - Other Services and Charges										
54935 - Vermont Systems, INC	64568	18-RecTrac/WebTrac Annual Charges	Paid by EFT # 32811		12/03/2019	12/03/2019	12/13/2019		12/13/2019	6,654.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$6,654.00
Program 181000 - Administration Totals								Invoice Transactions 4		\$11,105.41
Program 181100 - Marketing										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
6158 - RLR Associates, INC	01	18-trail logo and rebranding	Paid by EFT # 32755		12/03/2019	12/03/2019	12/13/2019		12/13/2019	19,400.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals								Invoice Transactions 1		\$19,400.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843		12/02/2019	12/02/2019	12/02/2019		12/02/2019	41.69
Account 53210 - Telephone Totals								Invoice Transactions 1		\$41.69
Account 53310 - Printing										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7352	18-Griffy Lake prescribed burn letter	Paid by EFT # 32633		12/03/2019	12/03/2019	12/13/2019		12/13/2019	234.20
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7411	18-Kid City Break Days packets for schools	Paid by EFT # 32633		12/03/2019	12/03/2019	12/13/2019		12/13/2019	2,170.00
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7416	18-Veterans Day 5K postcards	Paid by EFT # 32633		12/03/2019	12/03/2019	12/13/2019		12/13/2019	70.00
Account 53310 - Printing Totals								Invoice Transactions 3		\$2,474.20
Account 53320 - Advertising										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1191129152	18-SYP grand opening spots on WHCC	Paid by EFT # 32778		12/03/2019	12/03/2019	12/13/2019		12/13/2019	500.00
Account 53320 - Advertising Totals								Invoice Transactions 1		\$500.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	998679559	18- Renewal Domain	Paid by Check # 70857		12/03/2019	12/03/2019	12/13/2019		12/13/2019	154.99
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		\$154.99
Account 53990 - Other Services and Charges										
6648 - Garrett J Poortinga (Green Hat Media, LLC)	20191119	18- SYP Grand Opening Event Photography	Paid by EFT # 32742		12/03/2019	12/03/2019	12/13/2019		12/13/2019	445.00
6889 - Professional Golfcar Corporation	01-7519	18- 2 six passenger golf car rental for 2 days SYP	Paid by EFT # 32745		12/03/2019	12/03/2019	12/13/2019		12/13/2019	610.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		\$1,055.00
Program 181100 - Marketing Totals								Invoice Transactions 9		\$23,625.88
Program 182001 - Aquatics - Bryan Pool										
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	26154	18 - POOLS - Pest control	Paid by EFT # 32643		12/03/2019	12/03/2019	12/13/2019		12/13/2019	18.00
51538 - Economy Termite & Pest Control, INC	25404	18 - POOLS - Pest control	Paid by EFT # 32643		12/03/2019	12/03/2019	12/13/2019		12/13/2019	18.00
51538 - Economy Termite & Pest Control, INC	26918	18 - POOLS - Pest control	Paid by EFT # 32643		12/03/2019	12/03/2019	12/13/2019		12/13/2019	18.00
Account 53140 - Exterminator Services Totals								Invoice Transactions 3		\$54.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843		12/02/2019	12/02/2019	12/02/2019		12/02/2019	31.24
Account 53210 - Telephone Totals								Invoice Transactions 1		\$31.24
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	4945550	18 - Bryan Pool Fire Extinguisher Service	Paid by EFT # 32700		12/03/2019	12/03/2019	12/13/2019		12/13/2019	29.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$29.00
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions 5		\$114.24
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843		12/02/2019	12/02/2019	12/02/2019		12/02/2019	87.17
Account 53210 - Telephone Totals								Invoice Transactions 1		\$87.17
Program 182002 - Aquatics - Mills Pool Totals								Invoice Transactions 1		\$87.17
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3098981819	18 FSC Propane for Zamboni	Paid by EFT # 32589		12/03/2019	12/03/2019	12/13/2019		12/13/2019	204.80
Account 52240 - Fuel and Oil Totals								Invoice Transactions 1		\$204.80
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	642678	18-Wet Floor Signs	Paid by EFT # 32699		12/03/2019	12/03/2019	12/13/2019		12/13/2019	33.98
5819 - Synchrony Bank	448789395538	18 FSC annubis mask for skate and scare prop	Paid by EFT # 32787		12/03/2019	12/03/2019	12/13/2019		12/13/2019	14.97



Board of Parks & Recreation Claim Register

Invoice Date Range 12/02/19 - 12/13/19

				Account 52420 - Other Supplies Totals		Invoice Transactions 2		\$48.95
Account 53630 - Machinery and Equipment Repairs								
4902 - DEEM, LLC	922078	18 FSC Routine Compressor Maintenance	Paid by EFT # 32637	12/03/2019	12/03/2019	12/13/2019	12/13/2019	675.00
				Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 1		\$675.00
Account 53650 - Other Repairs								
4283 - Accurate Cutting Technologies, INC	53586	19 FSC Blade Sharpening for Zamboni	Paid by EFT # 32586	12/03/2019	12/03/2019	12/13/2019	12/13/2019	115.80
				Account 53650 - Other Repairs Totals		Invoice Transactions 1		\$115.80
Account 53920 - Laundry and Other Sanitation Services								
6279 - Destiny Easton (1 Shine Cleaning, LLC)	4180	18 - FSC Bathroom BiWeekly Deep Cleaning	Paid by EFT # 32641	12/03/2019	12/03/2019	12/13/2019	12/13/2019	90.00
53657 - Plymate, INC	2884740	18-FSC Rug Cleaning Service	Paid by EFT # 32741	12/03/2019	12/03/2019	12/13/2019	12/13/2019	72.41
				Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 2		\$162.41
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	4945549	18 FSC Annual Koorsen Fire Extinguisher Service	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	58.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$58.00
				Program 182500 - Frank Southern Center Totals		Invoice Transactions 8		\$1,264.96
Program 183500 - Golf Services								
Account 52240 - Fuel and Oil								
14129 - C & S, INC	00400	18 - Gasoline & Diesel	Paid by EFT # 32613	12/03/2019	12/03/2019	12/13/2019	12/13/2019	2,159.63
				Account 52240 - Fuel and Oil Totals		Invoice Transactions 1		\$2,159.63
Account 52310 - Building Materials and Supplies								
6801 - Williams Scotsman, INC	7300346	18- storage trailer for construction	Paid by EFT # 32821	12/03/2019	12/03/2019	12/13/2019	12/13/2019	52.49
				Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1		\$52.49
Account 52420 - Other Supplies								
53005 - Menards, INC	38008	18-Materials for Cascades Clubhouse	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	40.79
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$40.79
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	44.84
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$44.84
Account 53230 - Travel								
3560 - First Financial Bank / Credit Cards	LED71Z	18- Airline Tickets Golf Trade Show	Paid by Check # 70857	12/03/2019	12/03/2019	12/13/2019	12/13/2019	273.96
				Account 53230 - Travel Totals		Invoice Transactions 1		\$273.96
Account 53910 - Dues and Subscriptions								
54935 - Vermont Systems, INC	64567	18-Annual maintenance Tee Times and Progress	Paid by EFT # 32811	12/03/2019	12/03/2019	12/13/2019	12/13/2019	780.00
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$780.00
				Program 183500 - Golf Services Totals		Invoice Transactions 6		\$3,351.71
Program 184000 - Natural Resources								
Account 52210 - Institutional Supplies								
392 - Koorsen Fire & Security, INC	4945918	18-Fire Extinguisher Inspection and	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	97.23
				Account 52210 - Institutional Supplies Totals		Invoice Transactions 1		\$97.23
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	643757	18-screws, cold chisel	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	26.29
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1		\$26.29
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	72.93
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$72.93
				Program 184000 - Natural Resources Totals		Invoice Transactions 3		\$196.45
Program 184500 - Youth Services -Juke Box								
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	4946017	18-AJB Fire Extinguisher Service	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	50.75
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$50.75
				Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 1		\$50.75
Program 186500 - Community Events								
Account 52420 - Other Supplies								
50722 - Bloomington Bagel Co., INC	INV-16402	18- Coffee and Tea for Artist Hospitality Suite at	Paid by EFT # 32601	12/03/2019	12/03/2019	12/13/2019	12/13/2019	66.71
3560 - First Financial Bank / Credit Cards	3012230115226661	18- Monthly Walmart Supplies	Paid by Check # 70857	12/03/2019	12/03/2019	12/13/2019	12/13/2019	30.39
4798 - Fun Express, LLC	699460550-01	18- prizes for winterpalooza	Paid by EFT # 32655	12/03/2019	12/03/2019	12/13/2019	12/13/2019	118.64
53005 - Menards, INC	38395	18- Sand, decorations, and salt for Holiday	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	41.82
				Account 52420 - Other Supplies Totals		Invoice Transactions 4		\$257.56
Account 53730 - Machinery and Equipment Rental								
536 - Chris Ramsey (KingSnake Sound Company)	140541	18- Sound Engineering and equipment rental for	Paid by EFT # 32748	12/03/2019	12/03/2019	12/13/2019	12/13/2019	325.00
				Account 53730 - Machinery and Equipment Rental Totals		Invoice Transactions 1		\$325.00
Account 53990 - Other Services and Charges								
2538 - Bloomington Chamber Singers, INC	108	18- 60-Minute Performance at the	Paid by EFT # 32602	12/03/2019	12/03/2019	12/13/2019	12/13/2019	400.00



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4598 - Susan Lorimer (Big Bounce Fun House Rentals)	4396903	18 - Trackless train rental - Holiday Market	Paid by EFT # 32706	12/03/2019	12/03/2019	12/13/2019	12/13/2019	1,065.00
6746 - Mitchell C Rice	11222019	18- Performance as St. Nick for Holiday Market	Paid by EFT # 32752	12/03/2019	12/03/2019	12/13/2019	12/13/2019	150.00
7021 - Jeffrey Ryan Shew (Bird-Dog Vintage & Vinyl)	0000001	18- 60-minute performance by the	Paid by EFT # 32769	12/03/2019	12/03/2019	12/13/2019	12/13/2019	200.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 4		\$1,815.00
			Program 186500 - Community Events Totals			Invoice Transactions 9		\$2,397.56
Program 187001 - Adult Sports-Softball								
Account 52340 - Other Repairs and Maintenance								
53005 - Menards, INC	38925	18 - TLRC Storm Drain Repair	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	563.88
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 1		\$563.88
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	27.20
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$27.20
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	4946045	18 TLSP Annual Koorsen Fire Extinguisher Service	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	308.75
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$308.75
			Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 3		\$899.83
Program 187202 - Youth Sports-Winslow								
Account 53650 - Other Repairs								
3880 - Mark E Cravens (EZ Open Garage Doors)	2542	18 - Winslow Maintenance Garage	Paid by EFT # 32632	12/03/2019	12/03/2019	12/13/2019	12/13/2019	116.00
			Account 53650 - Other Repairs Totals			Invoice Transactions 1		\$116.00
Account 53990 - Other Services and Charges								
392 - Koorsen Fire & Security, INC	4946005	18 - Winslow Fire Extinguisher Service	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	96.75
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$96.75
			Program 187202 - Youth Sports-Winslow Totals			Invoice Transactions 2		\$212.75
Program 187208 - Youth Sports-Olcott								
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	4,396.09
			Account 53840 - Lease Payments Totals			Invoice Transactions 1		\$4,396.09
			Program 187208 - Youth Sports-Olcott Totals			Invoice Transactions 1		\$4,396.09
Program 187500 - Banneker								
Account 52310 - Building Materials and Supplies								
5819 - Synchrony Bank	2920	18-BBCC-Tables	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	199.92
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 1		\$199.92
Account 52340 - Other Repairs and Maintenance								
4073 - Terminix International	391142760	18-BBCC-November IPM	Paid by Check # 70874	12/03/2019	12/03/2019	12/13/2019	12/13/2019	45.00
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 1		\$45.00
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	963.02
			Account 53840 - Lease Payments Totals			Invoice Transactions 1		\$963.02
Account 53990 - Other Services and Charges								
6279 - Destiny Easton (I Shine Cleaning, LLC)	4113	18-BBCC-Monthly Cleaning	Paid by EFT # 32641	12/03/2019	12/03/2019	12/13/2019	12/13/2019	300.00
6279 - Destiny Easton (I Shine Cleaning, LLC)	4172	18-BBCC-November Cleaning	Paid by EFT # 32641	12/03/2019	12/03/2019	12/13/2019	12/13/2019	300.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		\$600.00
			Program 187500 - Banneker Totals			Invoice Transactions 5		\$1,807.94
Program 188001 - Inclusive Recreation								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	13.60
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$13.60
			Program 188001 - Inclusive Recreation Totals			Invoice Transactions 1		\$13.60
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INBLM215950	18-gloves, fusion plug	Paid by EFT # 32649	12/03/2019	12/03/2019	12/13/2019	12/13/2019	186.62
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 1		\$186.62
Account 52220 - Agricultural Supplies								
4574 - John Deere Financial (Rural King)	H02496	18-Crestmont Park-straw & grass seed-11/26/19	Paid by Check # 70861	12/03/2019	12/03/2019	12/13/2019	12/13/2019	139.89
			Account 52220 - Agricultural Supplies Totals			Invoice Transactions 1		\$139.89
Account 52310 - Building Materials and Supplies								
409 - Black Lumber Co. INC	423346	18-treated lumber, concrete mix	Paid by EFT # 32598	12/03/2019	12/03/2019	12/13/2019	12/13/2019	29.74
334 - Irving Materials, INC	10798638	18-Poured concrete for Highland Village	Paid by EFT # 32684	12/03/2019	12/03/2019	12/13/2019	12/13/2019	205.50
334 - Irving Materials, INC	10798639	18-Poured concrete	Paid by EFT # 32684	12/03/2019	12/03/2019	12/13/2019	12/13/2019	173.26
394 - Kleindorfer Hardware & Variety	602745	18-supplies for memorial bench	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	11.24
394 - Kleindorfer Hardware & Variety	642588	18-supplies for memorial bench	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	5.62



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394 - Kleindorfer Hardware & Variety	604246	18-screws to install panel at SYP	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	6.00
53005 - Menards, INC	38025	18-3/4 (3/32CAT) 48X96 MDO	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	64.99
53005 - Menards, INC	38171	18-concrete resurfacers	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	27.98
7159 - The Fireplace Center, LLC	25210	18-Remote control for gas log Insert @ SYP	Paid by EFT # 32793	12/03/2019	12/03/2019	12/13/2019	12/13/2019	100.00
			Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 9				\$624.33
Account 52340 - Other Repairs and Maintenance								
53005 - Menards, INC	38848	18-material for electrical panels at SYP	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	194.97
53005 - Menards, INC	38009	18-MF WIFI Inspec/Cam	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	149.99
53005 - Menards, INC	38361	18-MF WIFI Inspec/Cam	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	149.99
53005 - Menards, INC	38359	18-RETURN-Camera for snaking drains	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	(149.99)
4443 - The Sherwin Williams Company	1817-4	18-respirator for paint job	Paid by EFT # 32796	12/03/2019	12/03/2019	12/13/2019	12/13/2019	6.28
4443 - The Sherwin Williams Company	8394-1	18-supplies for SYP	Paid by EFT # 32796	12/03/2019	12/03/2019	12/13/2019	12/13/2019	8.57
4443 - The Sherwin Williams Company	8800-7	18-paint and supplies	Paid by EFT # 32796	12/03/2019	12/03/2019	12/13/2019	12/13/2019	246.71
			Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 7				\$606.52
Account 52420 - Other Supplies								
313 - Fastenal Company	INBLM215910	18-(10) 2.5lb Class ABC fire extinguishers for ops	Paid by EFT # 32649	12/03/2019	12/03/2019	12/13/2019	12/13/2019	497.14
394 - Kleindorfer Hardware & Variety	642747	18-padlocks	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	59.50
394 - Kleindorfer Hardware & Variety	643893	18-padlocks	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	169.95
394 - Kleindorfer Hardware & Variety	603405	18-masterlocks	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	56.94
394 - Kleindorfer Hardware & Variety	603182	18-locks	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	102.50
394 - Kleindorfer Hardware & Variety	643495	18-padlocks	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	113.30
394 - Kleindorfer Hardware & Variety	603392	18- SYP Grand Opening Water Valve Keys	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	16.98
394 - Kleindorfer Hardware & Variety	602037	18- SYP Grand Opening Paint Marker	Paid by EFT # 32699	12/03/2019	12/03/2019	12/13/2019	12/13/2019	2.69
53005 - Menards, INC	37537	18- SYP Grand Opening Hard Hats	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	30.96
53005 - Menards, INC	37691	18- SYP Grand Opening 36" Platinum Runner	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	181.66
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-8373	18-(2) two-sided custom playground signs for	Paid by EFT # 32753	12/03/2019	12/03/2019	12/13/2019	12/13/2019	2,655.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-9186	18-(2) signs for interior of SYP Pavillon	Paid by EFT # 32753	12/03/2019	12/03/2019	12/13/2019	12/13/2019	146.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-8736	18-Sign package for interior of BPD	Paid by EFT # 32753	12/03/2019	12/03/2019	12/13/2019	12/13/2019	508.70
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-8769	18-42"x66" Dibond 3mm sign for SYM Building	Paid by EFT # 32753	12/03/2019	12/03/2019	12/13/2019	12/13/2019	667.23
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-8707	18-Interior sign package for SYP Pavillion	Paid by EFT # 32753	12/03/2019	12/03/2019	12/13/2019	12/13/2019	611.75
			Account 52420 - Other Supplies Totals	Invoice Transactions 15				\$5,820.30
Account 53130 - Medical								
231 - Indiana University Health Bloomington, INC	00099761-00	18-DOT drug screenings for RFT staff	Paid by EFT # 32679	12/03/2019	12/03/2019	12/13/2019	12/13/2019	45.00
231 - Indiana University Health Bloomington, INC	00099762-00	18-DOT drug screenings for RFT staff	Paid by EFT # 32679	12/03/2019	12/03/2019	12/13/2019	12/13/2019	45.00
			Account 53130 - Medical Totals	Invoice Transactions 2				\$90.00
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	249.25
			Account 53210 - Telephone Totals	Invoice Transactions 1				\$249.25
Account 53610 - Building Repairs								
392 - Koorsen Fire & Security, INC	4945916	18-Annual fire extinguisher inspections	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	399.00
392 - Koorsen Fire & Security, INC	4945919	18-Annual fire extinguisher inspections	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	21.75
			Account 53610 - Building Repairs Totals	Invoice Transactions 2				\$420.75
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1824126721	18-Uniform & mat laundry services	Paid by EFT # 32590	12/03/2019	12/03/2019	12/13/2019	12/13/2019	17.04
19171 - Aramark Uniform & Career Apparel Group, INC	1824117713	18-Uniform & mat laundry services	Paid by EFT # 32590	12/03/2019	12/03/2019	12/13/2019	12/13/2019	17.04
19171 - Aramark Uniform & Career Apparel Group, INC	1824144707	18-Uniform & mat laundry services	Paid by EFT # 32590	12/03/2019	12/03/2019	12/13/2019	12/13/2019	17.04
4175 - The Stables Events, LLC (Izzy's Rentals)	9300	18-Rental/service of (2) & service of (6) port-a-	Paid by EFT # 32797	12/03/2019	12/03/2019	12/13/2019	12/13/2019	795.00
			Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 4				\$846.12
			Program 189000 - Operations Totals	Invoice Transactions 42				\$8,983.78
Program 189006 - Switchyard Property								
Account 53310 - Printing								
818 - Everywhere Signs, LLC	55613	18- SYP No Trespassing/Stay off the	Paid by EFT # 32648	12/03/2019	12/03/2019	12/13/2019	12/13/2019	1,150.00
			Account 53310 - Printing Totals	Invoice Transactions 1				\$1,150.00
Account 53990 - Other Services and Charges								



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52910 - Markey's Audio Visual, INC	I0400458W	18- SYP Grand Opening Lighting	Paid by EFT # 32711	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3,309.30
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$3,309.30
			Program 189006 - Switchyard Property Totals			Invoice Transactions 2		\$4,459.30
Program 189500 - Landscaping								
Account 52220 - Agricultural Supplies								
52948 - Mays Greenhouse, LLC	27171	18- potting soil for hardwood cuttings,	Paid by EFT # 32714	12/03/2019	12/03/2019	12/13/2019	12/13/2019	14.48
52948 - Mays Greenhouse, LLC	27164	18- potting soil	Paid by EFT # 32714	12/03/2019	12/03/2019	12/13/2019	12/13/2019	89.95
			Account 52220 - Agricultural Supplies Totals			Invoice Transactions 2		\$104.43
Account 53230 - Travel								
7188 - Callen Ian Aster	111519	18-Travel Expense Fort Wayne IN Native Plant	Paid by EFT # 32591	12/03/2019	12/03/2019	12/13/2019	12/13/2019	36.00
7180 - Nicolas Martinez	111519	18-Travel Expense Fort Wayne IN Native Plant	Paid by EFT # 32713	12/03/2019	12/03/2019	12/13/2019	12/13/2019	36.00
7178 - Lacey Shaw	111519	18-Travel Expense Fort Wayne IN Native Plant	Paid by EFT # 32768	12/03/2019	12/03/2019	12/13/2019	12/13/2019	36.00
			Account 53230 - Travel Totals			Invoice Transactions 3		\$108.00
Account 53950 - Landfill								
908 - JB Salvage (Westside Auto Parts)	7350	18-Landfill November	Paid by EFT # 32690	12/03/2019	12/03/2019	12/13/2019	12/13/2019	225.00
908 - JB Salvage (Westside Auto Parts)	7349	18-Landfill November	Paid by EFT # 32690	12/03/2019	12/03/2019	12/13/2019	12/13/2019	325.00
908 - JB Salvage (Westside Auto Parts)	7260	18-Landfill October	Paid by EFT # 32690	12/03/2019	12/03/2019	12/13/2019	12/13/2019	225.00
			Account 53950 - Landfill Totals			Invoice Transactions 3		\$775.00
			Program 189500 - Landscaping Totals			Invoice Transactions 8		\$987.43
Program 189501 - Cemeteries								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	13.60
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$13.60
			Program 189501 - Cemeteries Totals			Invoice Transactions 1		\$13.60
Program 189503 - Urban Forestry								
Account 52420 - Other Supplies								
5080 - Metro Arborist Supplies (TreeStuff, INC)	INV-500159	18- 3/4" Rigging line, 200' length	Paid by EFT # 32715	12/03/2019	12/03/2019	12/13/2019	12/13/2019	284.99
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$284.99
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	107.32
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$107.32
			Program 189503 - Urban Forestry Totals			Invoice Transactions 2		\$392.31
			Department 18 - Parks & Recreation Totals			Invoice Transactions 113		\$64,360.76
			Fund 200 - Parks and Recreation Gen (\$1301) Totals			Invoice Transactions 113		\$64,360.76
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 181001 - Health & Wellness								
Account 52420 - Other Supplies								
4549 - Kroger Limited Partnership I	460277	18 - snacks for Veterans SK	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	48.56
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$48.56
			Program 181001 - Health & Wellness Totals			Invoice Transactions 1		\$48.56
Program 182001 - Aquatics - Bryan Pool								
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pmnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	10,281.92
			Account 53840 - Lease Payments Totals			Invoice Transactions 1		\$10,281.92
			Program 182001 - Aquatics - Bryan Pool Totals			Invoice Transactions 1		\$10,281.92
Program 182002 - Aquatics - Mills Pool								
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pmnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	7,627.38
			Account 53840 - Lease Payments Totals			Invoice Transactions 1		\$7,627.38
			Program 182002 - Aquatics - Mills Pool Totals			Invoice Transactions 1		\$7,627.38
Program 182500 - Frank Southern Center								
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pmnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	14,397.41
			Account 53840 - Lease Payments Totals			Invoice Transactions 1		\$14,397.41
Account 53940 - Temporary Contractual Employee								
7175 - Devan Mackellar	120119	18 - Adult Hockey League Official	Paid by EFT # 32710	12/03/2019	12/03/2019	12/13/2019	12/13/2019	60.00
6697 - Samuel Markwood	120119	18 - Adult Hockey League Official	Paid by EFT # 32712	12/03/2019	12/03/2019	12/13/2019	12/13/2019	99.00
7173 - Justin Newey	120119	18 - Adult Hockey League Official	Paid by EFT # 32727	12/03/2019	12/03/2019	12/13/2019	12/13/2019	36.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 3		\$195.00
			Program 182500 - Frank Southern Center Totals			Invoice Transactions 4		\$14,592.41
Program 182501 - Frank Southern Center Concession								
Account 52330 - Street, Alley, and Sewer Material								
4610 - Hopscotch Coffee, LLC	3520	18 - FSC Coffee Beans	Paid by EFT # 32671	12/03/2019	12/03/2019	12/13/2019	12/13/2019	150.00



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5819 - Synchrony Bank	1476	18 - FSC Sams Club concession purchases	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	159.06
5819 - Synchrony Bank	5733	18 - FSC Sams Club concession purchases	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	494.52
			Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 3		\$803.58
			Program 182501 - Frank Southern Center Concession Totals			Invoice Transactions 3		\$803.58
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street , Alley, and Sewer Material								
53619 - Ping, INC	15000941	18 - Clubs, bags, and accessories	Paid by EFT # 32740	12/03/2019	12/03/2019	12/13/2019	12/13/2019	612.75
53619 - Ping, INC	14883424	18 - Rebate	Paid by EFT # 32740	12/03/2019	12/03/2019	12/13/2019	12/13/2019	(52.75)
			Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 2		\$560.00
			Program 183501 - Golf Course - Pro Shop Totals			Invoice Transactions 2		\$560.00
Program 184500 - Youth Services -Juke Box								
Account 53940 - Temporary Contractual Employee								
3805 - Margot Scholz	12619	18-AJB Ballroom Dance Instruction	Paid by Check # 70871	12/03/2019	12/03/2019	12/13/2019	12/13/2019	1,394.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 1		\$1,394.00
			Program 184500 - Youth Services -Juke Box Totals			Invoice Transactions 1		\$1,394.00
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								
4549 - Kroger Limited Partnership I	140195	18-Kid City Summer Camp Snacks	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	15.64
4549 - Kroger Limited Partnership I	154931	18-Kid City Summer Camp Snacks-11/14/19	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3.98
5819 - Synchrony Bank	000000 GQCYAX	18-Kid City Summer Camp Snacks & Supplies	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	104.96
			Account 52420 - Other Supplies Totals			Invoice Transactions 3		\$124.58
Account 53310 - Printing								
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7411	18-Kid City Break Days packets for schools	Paid by EFT # 32633	12/03/2019	12/03/2019	12/13/2019	12/13/2019	2,384.00
			Account 53310 - Printing Totals			Invoice Transactions 1		\$2,384.00
			Program 184501 - Youth Services-Kid City Camps Totals			Invoice Transactions 4		\$2,508.58
Program 185000 - Twin Lakes Recreation Center								
Account 43410 - Advertising								
6385 - RTU, INC (Cartvertising)	SN1666092	18- TLRC advertising- 1 year	Paid by Check # 70870	12/03/2019	12/03/2019	12/13/2019	12/13/2019	408.33
			Account 43410 - Advertising Totals			Invoice Transactions 1		\$408.33
Account 52210 - Institutional Supplies								
9269 - Ferguson Facilities Supply, HP Products #3400	0020221	18 - TLRC Facility Supplies	Paid by EFT # 32650	12/03/2019	12/03/2019	12/13/2019	12/13/2019	659.17
9269 - Ferguson Facilities Supply, HP Products #3400	0020221-1	18-paper liners for trash cans	Paid by EFT # 32650	12/03/2019	12/03/2019	12/13/2019	12/13/2019	31.40
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 2		\$690.57
Account 52310 - Building Materials and Supplies								
4443 - The Sherwin Williams Company	1782-0	18 - TLRC Facility Paint	Paid by EFT # 32796	12/03/2019	12/03/2019	12/13/2019	12/13/2019	215.18
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 1		\$215.18
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T93008	18 - TLRC - Volleyball Award T-shirts Fall	Paid by EFT # 32789	12/03/2019	12/03/2019	12/13/2019	12/13/2019	310.00
			Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1		\$310.00
Account 53150 - Communications Contract								
392 - Koorsen Fire & Security, INC	4952887	18 - TLRC Alarm Monitoring	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	102.82
			Account 53150 - Communications Contract Totals			Invoice Transactions 1		\$102.82
Account 53610 - Building Repairs								
53657 - Plymate, INC	2884732	18 - TLRC Entry Mat Service	Paid by EFT # 32741	12/03/2019	12/03/2019	12/13/2019	12/13/2019	75.99
			Account 53610 - Building Repairs Totals			Invoice Transactions 1		\$75.99
Account 53650 - Other Repairs								
392 - Koorsen Fire & Security, INC	4945557	18 - TLRC Annual Fire Extinguisher Inspection	Paid by EFT # 32700	12/03/2019	12/03/2019	12/13/2019	12/13/2019	172.00
			Account 53650 - Other Repairs Totals			Invoice Transactions 1		\$172.00
Account 53830 - Bank Charges								
3623 - US Bank	5527619	06-COB Indiana Park District Refunding 2017	Paid by EFT # 32806	12/03/2019	12/03/2019	12/13/2019	12/13/2019	500.00
			Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$500.00
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	65,659.40
			Account 53840 - Lease Payments Totals			Invoice Transactions 1		\$65,659.40
Account 53910 - Dues and Subscriptions								
454 - DirecTV, LLC	36921803889	18-Satellite Service	Paid by Check # 70845	12/02/2019	12/02/2019	12/02/2019	12/02/2019	216.22
			Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$216.22
			Program 185000 - Twin Lakes Recreation Center Totals			Invoice Transactions 11		\$68,350.51
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	112119	18-TLRC Fitness Specialist	Paid by EFT # 32594	12/03/2019	12/03/2019	12/13/2019	12/13/2019	50.00
13007 - Valeria A Decastro	112119	18-TLRC Fitness Specialist	Paid by EFT # 32636	12/03/2019	12/03/2019	12/13/2019	12/13/2019	75.00



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5274 - Catherine T Gossett	112119	18-TLRC Fitness Specialist	Paid by EFT # 32663	12/03/2019	12/03/2019	12/13/2019	12/13/2019	550.00
6602 - Pendah Jallow	112619	18-TLRC Fitness Specialist	Paid by EFT # 32687	12/03/2019	12/03/2019	12/13/2019	12/13/2019	90.00
7085 - Anna Khachatryan	111819	18-TLRC Fitness Specialist	Paid by EFT # 32695	12/03/2019	12/03/2019	12/13/2019	12/13/2019	25.00
1336 - Kristy L LeVert	112519	18-TLRC Fitness Specialist	Paid by EFT # 32703	12/03/2019	12/03/2019	12/13/2019	12/13/2019	62.50
7086 - Rivkah L Moore	112719	18-TLRC Fitness Specialist	Paid by EFT # 32721	12/03/2019	12/03/2019	12/13/2019	12/13/2019	125.00
5007 - Emeline P O'Connor	112619	18-TLRC Fitness Specialist	Paid by EFT # 32730	12/03/2019	12/03/2019	12/13/2019	12/13/2019	100.00
14093 - Allana Radecki	112719	18-TLRC Fitness Specialist	Paid by EFT # 32747	12/03/2019	12/03/2019	12/13/2019	12/13/2019	312.50
1973 - Megan M Stark	112619	18-TLRC Fitness Specialist	Paid by EFT # 32783	12/03/2019	12/03/2019	12/13/2019	12/13/2019	112.50
6722 - Claire Sunkel	111919	18-TLRC Fitness Specialist	Paid by EFT # 32786	12/03/2019	12/03/2019	12/13/2019	12/13/2019	80.00
5222 - Zane S Yeager	112019	18-TLRC Fitness Specialist	Paid by EFT # 32824	12/03/2019	12/03/2019	12/13/2019	12/13/2019	62.50
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 12		\$1,645.00
			Program 185002 - TLRC-Health & Wellness Totals			Invoice Transactions 12		\$1,645.00
Program 185003 - TLRC-Basketball								
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T92993	18-TLRC-Future Stars-T-shirts	Paid by EFT # 32789	12/03/2019	12/03/2019	12/13/2019	12/13/2019	260.00
			Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1		\$260.00
Account 53940 - Temporary Contractual Employee								
5377 - James D Acton	111919	18-Basketball Official	Paid by EFT # 32587	12/03/2019	12/03/2019	12/13/2019	12/13/2019	100.00
7184 - Larry Branam	111919	18-Basketball Official	Paid by EFT # 32608	12/03/2019	12/03/2019	12/13/2019	12/13/2019	80.00
7147 - Keith E Crittenden	112019	18-Basketball Official	Paid by EFT # 32635	12/03/2019	12/03/2019	12/13/2019	12/13/2019	100.00
6751 - Max Gorenstein	112019	18-Basketball Official	Paid by EFT # 32662	12/03/2019	12/03/2019	12/13/2019	12/13/2019	100.00
5005 - Jon Mitchel Hillenburg	112019	18-Basketball Official	Paid by EFT # 32668	12/03/2019	12/03/2019	12/13/2019	12/13/2019	180.00
5736 - John Justis	111219	18-Basketball Official	Paid by EFT # 32693	12/03/2019	12/03/2019	12/13/2019	12/13/2019	60.00
6285 - Peter LaMagna	112119	18-Basketball Official	Paid by EFT # 32701	12/03/2019	12/03/2019	12/13/2019	12/13/2019	80.00
6240 - Timothy A Lemper	111919	18-Basketball Official	Paid by EFT # 32702	12/03/2019	12/03/2019	12/13/2019	12/13/2019	60.00
6800 - Robert M Morgan	111919	18-Basketball Official	Paid by EFT # 32722	12/03/2019	12/03/2019	12/13/2019	12/13/2019	40.00
6741 - William Pahl	111419	18-Basketball Official	Paid by EFT # 32737	12/03/2019	12/03/2019	12/13/2019	12/13/2019	80.00
7156 - Anthony Sipes	111819	18-Basketball Official	Paid by EFT # 32775	12/03/2019	12/03/2019	12/13/2019	12/13/2019	80.00
7155 - Michael Scott Thompson	111319	18-Basketball Official	Paid by EFT # 32799	12/03/2019	12/03/2019	12/13/2019	12/13/2019	40.00
6414 - Trey A Von Bokern	111319	18-Basketball Official	Paid by EFT # 32813	12/03/2019	12/03/2019	12/13/2019	12/13/2019	60.00
7126 - Mickayla Wenzel	112119	18-Basketball Official	Paid by EFT # 32817	12/03/2019	12/03/2019	12/13/2019	12/13/2019	140.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 14		\$1,200.00
			Program 185003 - TLRC-Basketball Totals			Invoice Transactions 15		\$1,460.00
Program 185006 - TLRC-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	6801209143	18 - TLRC Concessions Open PO	Paid by EFT # 32627	12/03/2019	12/03/2019	12/13/2019	12/13/2019	665.06
21145 - Sysco USA III, LLC	238106946	18 - TLRC Concessions Open PO	Paid by EFT # 32788	12/03/2019	12/03/2019	12/13/2019	12/13/2019	856.68
			Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 2		\$1,521.74
			Program 185006 - TLRC-Concessions Totals			Invoice Transactions 2		\$1,521.74
Program 186500 - Community Events								
Account 52420 - Other Supplies								
4549 - Kroger Limited Partnership I	187456	18 - Pumpkins for activity at Pumpkin	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	92.00
4549 - Kroger Limited Partnership I	037534	18 - Pumpkins for activity at Pumpkin	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	43.34
4549 - Kroger Limited Partnership I	034657	18 - Pumpkins for activity at Pumpkin	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	56.57
			Account 52420 - Other Supplies Totals			Invoice Transactions 3		\$191.91
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18- Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	13.60
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$13.60
			Program 186500 - Community Events Totals			Invoice Transactions 4		\$205.51
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								
3855 - Jonathon Carpenter	2053	Market Bucks and Gift Certificates	Paid by EFT # 32615	12/03/2019	12/03/2019	12/13/2019	12/13/2019	60.00
12416 - Daniel J Graber	2051	Market Bucks and Gift Certificates	Paid by EFT # 32664	12/03/2019	12/03/2019	12/13/2019	12/13/2019	280.00
4428 - Nicolas S Schultz	2065	Market Bucks and Gift Certificates	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	20.00
4428 - Nicolas S Schultz	2060	Market Bucks and Gift Certificates	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	70.00



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6618 - James Sigman	2071	Market Bucks and Gift Certificates	Paid by EFT # 32773	12/03/2019	12/03/2019	12/13/2019	12/13/2019	5.00
5673 - Stephen Stoll	2047	Market Bucks and Gift Certificates	Paid by EFT # 32785	12/03/2019	12/03/2019	12/13/2019	12/13/2019	20.00
6495 - Wilderlove Farm, LLC	2052	Market Bucks and Gift Certificates	Paid by EFT # 32820	12/03/2019	12/03/2019	12/13/2019	12/13/2019	5.00
Account 47240 - EBT Market Bucks				Account 47230 - Gift Certificate Totals			Invoice Transactions 7	\$460.00
17532 - Kimberley Beesley-Shatto	2072	Market Bucks	Paid by EFT # 32596	12/03/2019	12/03/2019	12/13/2019	12/13/2019	54.00
4017 - Bizzy Bee Farm	2040	Market Bucks	Paid by EFT # 32597	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3.00
3855 - Jonathon Carpenter	2053	Market Bucks and Gift Certificates	Paid by EFT # 32615	12/03/2019	12/03/2019	12/13/2019	12/13/2019	351.00
3960 - Cortland V Carrington	2045	Market Bucks	Paid by EFT # 32616	12/03/2019	12/03/2019	12/13/2019	12/13/2019	33.00
3960 - Cortland V Carrington	2056	Market Bucks	Paid by EFT # 32616	12/03/2019	12/03/2019	12/13/2019	12/13/2019	6.00
3973 - Amanda Corry	2069	Market Bucks	Paid by EFT # 32631	12/03/2019	12/03/2019	12/13/2019	12/13/2019	261.00
6431 - Alvin M Fisher	2041	Market Bucks	Paid by EFT # 32653	12/03/2019	12/03/2019	12/13/2019	12/13/2019	51.00
6440 - Good Life Farms II, LLC	2049	Market Bucks	Paid by EFT # 32661	12/03/2019	12/03/2019	12/13/2019	12/13/2019	66.00
12416 - Daniel J Graber	2051	Market Bucks and Gift Certificates	Paid by EFT # 32664	12/03/2019	12/03/2019	12/13/2019	12/13/2019	894.00
2458 - Jason L Hobson (Sycamore Run Farm)	2057	Market Bucks	Paid by EFT # 32669	12/03/2019	12/03/2019	12/13/2019	12/13/2019	30.00
52276 - Hunter's Honey Farm	2062	Market Bucks	Paid by EFT # 32672	12/03/2019	12/03/2019	12/13/2019	12/13/2019	93.00
4347 - Daniel E McCullough	2050	Market Bucks	Paid by Check # 70863	12/03/2019	12/03/2019	12/13/2019	12/13/2019	12.00
4423 - New Ground Farm, LLC (Michael B Record)	2043	Market Bucks	Paid by EFT # 32725	12/03/2019	12/03/2019	12/13/2019	12/13/2019	15.00
4374 - Olde Lane Orchard (DO NOT USE)	2046	Market Bucks	Paid by Check # 70867	12/03/2019	12/03/2019	12/13/2019	12/13/2019	102.00
12409 - Jeffrey A Padgett	2058	Market Bucks	Paid by EFT # 32736	12/03/2019	12/03/2019	12/13/2019	12/13/2019	204.00
12430 - Luke Rhodes	2048	Market Bucks	Paid by EFT # 32751	12/03/2019	12/03/2019	12/13/2019	12/13/2019	30.00
12430 - Luke Rhodes	2063	Market Bucks	Paid by EFT # 32751	12/03/2019	12/03/2019	12/13/2019	12/13/2019	15.00
4428 - Nicolas S Schultz	2064	Market Bucks	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	201.00
4428 - Nicolas S Schultz	2065	Market Bucks and Gift Certificates	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	234.00
4428 - Nicolas S Schultz	2066	Market Bucks	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	477.00
4428 - Nicolas S Schultz	2059	Market Bucks	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	87.00
4428 - Nicolas S Schultz	2060	Market Bucks and Gift Certificates	Paid by EFT # 32761	12/03/2019	12/03/2019	12/13/2019	12/13/2019	192.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2042	Market Bucks	Paid by EFT # 32772	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3.00
54040 - SIB, INC (Scholars Inn Bakehouse)	2068	Market Bucks	Paid by EFT # 32772	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3.00
6618 - James Sigman	2071	Market Bucks and Gift Certificates	Paid by EFT # 32773	12/03/2019	12/03/2019	12/13/2019	12/13/2019	54.00
5673 - Stephen Stoll	2038	Market Bucks	Paid by EFT # 32785	12/03/2019	12/03/2019	12/13/2019	12/13/2019	198.00
5673 - Stephen Stoll	2047	Market Bucks and Gift Certificates	Paid by EFT # 32785	12/03/2019	12/03/2019	12/13/2019	12/13/2019	81.00
6623 - Twilight Dairy, LLC	2067	Market Bucks	Paid by EFT # 32804	12/03/2019	12/03/2019	12/13/2019	12/13/2019	99.00
5159 - Timothy A Vanzant	2055	Market Bucks	Paid by EFT # 32809	12/03/2019	12/03/2019	12/13/2019	12/13/2019	138.00
3666 - Marie Wagler	2044	Market Bucks	Paid by EFT # 32814	12/03/2019	12/03/2019	12/13/2019	12/13/2019	27.00
12425 - David W Widner	2070	Market Bucks	Paid by Check # 70876	12/03/2019	12/03/2019	12/13/2019	12/13/2019	27.00
12425 - David W Widner	2054	Market Bucks	Paid by Check # 70876	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3.00
6495 - Wilderlove Farm, LLC	2052	Market Bucks and Gift Certificates	Paid by EFT # 32820	12/03/2019	12/03/2019	12/13/2019	12/13/2019	30.00
Account 47240 - EBT Market Bucks Totals				Account 47240 - EBT Market Bucks Totals			Invoice Transactions 33	\$4,074.00
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (Bloominfoods)	550502	18 - chestnuts for Holiday Market 11/30	Paid by EFT # 32603	12/03/2019	12/03/2019	12/13/2019	12/13/2019	170.00
Account 52420 - Other Supplies Totals				Account 52420 - Other Supplies Totals			Invoice Transactions 1	\$170.00
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X11192019	18 - Oct/Nov Wireless Charges	Paid by Check # 70843	12/02/2019	12/02/2019	12/02/2019	12/02/2019	41.69
Account 53210 - Telephone Totals				Account 53210 - Telephone Totals			Invoice Transactions 1	\$41.69
Account 53940 - Temporary Contractual Employee								
5865 - Sean N Breeden-Ost	113019	18 - Market - Mushroom Inspections	Paid by EFT # 32609	12/03/2019	12/03/2019	12/13/2019	12/13/2019	120.00
3875 - Sandra Salinas-Kobyka	120119	18 - Market - Custodial work	Paid by EFT # 32760	12/03/2019	12/03/2019	12/13/2019	12/13/2019	260.00
Account 53940 - Temporary Contractual Employee Totals				Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 2	\$380.00
Program 186503 - Community Events-Farmers' Market Totals				Program 186503 - Community Events-Farmers' Market Totals			Invoice Transactions 44	\$5,125.69
Program 187001 - Adult Sports-Softball								
Account 52420 - Other Supplies								



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11693 - The Award Center, INC	59474	18- TLSP 2019 Fall Softball Trophies/Plaques	Paid by EFT # 32792	12/03/2019	12/03/2019	12/13/2019	12/13/2019	330.00
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$330.00
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	17,542.18
Account 53840 - Lease Payments Totals				Invoice Transactions 1				\$17,542.18
Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 2				\$17,872.18
Program 187202 - Youth Sports-Winslow								
Account 53840 - Lease Payments								
6744 - Banc of American Public Capital Corp (Bond Pymnt)	R84073	06-Solar Panel Bond	Paid by EFT # 32592	12/03/2019	12/03/2019	12/13/2019	12/13/2019	22,279.50
Account 53840 - Lease Payments Totals				Invoice Transactions 1				\$22,279.50
Program 187202 - Youth Sports-Winslow Totals				Invoice Transactions 1				\$22,279.50
Program 187503 - Banneker-Classes								
Account 52420 - Other Supplies								
Kroger J-91	91-11162019	18-BBCC-Thanksgiving Event Food	Paid by Check # 70880	12/03/2019	12/03/2019	12/13/2019	12/13/2019	766.01
53005 - Menards, INC	37580	18-BBCC-Paint Supplies	Paid by Check # 70864	12/03/2019	12/03/2019	12/13/2019	12/13/2019	285.44
5819 - Synchrony Bank	8393	18-BBCC-Paint Day Food	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	116.93
5819 - Synchrony Bank	2921	18-BBCC-Teen Program Supplies	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	151.23
Account 52420 - Other Supplies Totals				Invoice Transactions 4				\$1,319.61
Program 187503 - Banneker-Classes Totals				Invoice Transactions 4				\$1,319.61
Program 189003 - Operations-Open Shelters								
Account 52420 - Other Supplies								
4394 - Richardson Enterprises of Bgln,LLC (FastSigns)	INV-8373	18-(2) two-sided custom playground signs for	Paid by EFT # 32753	12/03/2019	12/03/2019	12/13/2019	12/13/2019	3,100.00
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$3,100.00
Program 189003 - Operations-Open Shelters Totals				Invoice Transactions 1				\$3,100.00
Program 189006 - Switchyard Property								
Account 52420 - Other Supplies								
4549 - Kroger Limited Partnership I	404008	18- SYP Grand Opening Cupcakes Picnic Shelter-	Paid by Check # 70862	12/03/2019	12/03/2019	12/13/2019	12/13/2019	199.50
5819 - Synchrony Bank	643739784555	18 SYP Hangers for Coat Racks	Paid by EFT # 32787	12/03/2019	12/03/2019	12/13/2019	12/13/2019	215.92
5819 - Synchrony Bank	3049	18- SYP Smart Television	Paid by Check # 70873	12/03/2019	12/03/2019	12/13/2019	12/13/2019	189.88
4320 - The Lifeguard Store, INC	INV929261	18 SYP AED and case	Paid by EFT # 32795	12/03/2019	12/03/2019	12/13/2019	12/13/2019	1,260.00
Account 52420 - Other Supplies Totals				Invoice Transactions 4				\$1,865.30
Program 189006 - Switchyard Property Totals				Invoice Transactions 4				\$1,865.30
Program G18009 - 2018-2022 Leonard Springs Nature								
Account 53990 - Other Services and Charges								
234 - Monroe County Community School Corporation	33222	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	196.60
234 - Monroe County Community School Corporation	33221	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	196.60
234 - Monroe County Community School Corporation	33220	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	191.46
234 - Monroe County Community School Corporation	33139	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	200.83
234 - Monroe County Community School Corporation	33138	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	200.83
234 - Monroe County Community School Corporation	33056	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	205.64
234 - Monroe County Community School Corporation	33054	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	203.38
234 - Monroe County Community School Corporation	33055	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	203.38
234 - Monroe County Community School Corporation	32826	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	202.76
234 - Monroe County Community School Corporation	32825	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	245.99
234 - Monroe County Community School Corporation	32900	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	203.38
234 - Monroe County Community School Corporation	32901	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	172.64
234 - Monroe County Community School Corporation	32971	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	176.59
234 - Monroe County Community School Corporation	32972	18- Leonard Springs Nature Day Bus	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	176.59
Account 53990 - Other Services and Charges Totals				Invoice Transactions 14				\$2,776.67
Program G18009 - 2018-2022 Leonard Springs Nature Totals				Invoice Transactions 14				\$2,776.67
Program G19013 - 2019-20 Griffy Nature Days								
Account 53990 - Other Services and Charges								
234 - Monroe County Community School Corporation	33223	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	203.38
234 - Monroe County Community School Corporation	33224	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	203.38
234 - Monroe County Community School Corporation	33141	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	198.24
234 - Monroe County Community School Corporation	33140	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	198.24
234 - Monroe County Community School Corporation	33058	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	165.57



Board of Parks & Recreation Claim Register

Invoice Date Range 12/02/19 - 12/13/19

234 - Monroe County Community School Corporation	33057	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	195.65
234 - Monroe County Community School Corporation	32827	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	237.28
234 - Monroe County Community School Corporation	32828	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	237.28
234 - Monroe County Community School Corporation	32829	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	202.76
234 - Monroe County Community School Corporation	32902	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	160.72
234 - Monroe County Community School Corporation	32903	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	185.30
234 - Monroe County Community School Corporation	32904	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	185.30
234 - Monroe County Community School Corporation	32974	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	175.02
234 - Monroe County Community School Corporation	32973	18- Griffy Lake Nature Day Bus Transportation	Paid by Check # 70865	12/03/2019	12/03/2019	12/13/2019	12/13/2019	146.88

Account 53990 - Other Services and Charges Totals	Invoice Transactions 14	\$2,695.00
Program G19013 - 2019-20 Griffy Nature Days Totals	Invoice Transactions 14	\$2,695.00
Department 18 - Parks & Recreation Totals	Invoice Transactions 145	\$168,033.14
Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 145	\$168,033.14

Fund 977 - Parks 2016 GO Bond Proceeds
 Department 18 - Parks & Recreation
 Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA
 Account 54510 - Other Capital Outlays
 1352 - Cornerstone Planning & Design INC 19-0037

18- 3rd St. and Crestmont Park Design	Paid by EFT # 32630	12/03/2019	12/03/2019	12/13/2019	12/13/2019	2,385.00
Account 54510 - Other Capital Outlays Totals				Invoice Transactions 1		<u>\$2,385.00</u>
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals				Invoice Transactions 1		<u>\$2,385.00</u>
Department 18 - Parks & Recreation Totals				Invoice Transactions 1		<u>\$2,385.00</u>
Fund 977 - Parks 2016 GO Bond Proceeds Totals				Invoice Transactions 1		<u>\$2,385.00</u>
Grand Totals				Invoice Transactions 259		<u>\$234,778.90</u>



Board of Parks & Recreation Claim Register

Invoice Date Range 11/27/19 - 11/27/19

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 53210 - Telephone										
1079 - AT&T	849494855110919	18- AT&T Long Distance October Charges	Paid by Check # 70828		11/27/2019	11/27/2019	11/27/2019		11/27/2019	48.57
					Account 53210 - Telephone Totals			Invoice Transactions 1		48.57
					Program 181000 - Administration Totals			Invoice Transactions 1		48.57
Program 182001 - Aquatics - Bryan Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	(161.81)
					Account 53510 - Electrical Services Totals			Invoice Transactions 1		(161.81)
					Program 182001 - Aquatics - Bryan Pool Totals			Invoice Transactions 1		(161.81)
Program 182002 - Aquatics - Mills Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	(269.88)
					Account 53510 - Electrical Services Totals			Invoice Transactions 1		(269.88)
					Program 182002 - Aquatics - Mills Pool Totals			Invoice Transactions 1		(269.88)
Program 182500 - Frank Southern Center										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	5,049.04
					Account 53510 - Electrical Services Totals			Invoice Transactions 1		5,049.04
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190548452111319	06-Cable Service	Paid by Check # 70836		11/27/2019	11/27/2019	11/27/2019		11/27/2019	93.58
					Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		93.58
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002434772	18-Landfill	Paid by EFT # 32573		11/27/2019	11/27/2019	11/27/2019		11/27/2019	8.04
					Account 53950 - Landfill Totals			Invoice Transactions 1		8.04
					Program 182500 - Frank Southern Center Totals			Invoice Transactions 3		5,150.66
Program 183500 - Golf Services										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	516.49
					Account 53510 - Electrical Services Totals			Invoice Transactions 1		516.49
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190485895111919	06-Cable Service	Paid by Check # 70837		11/27/2019	11/27/2019	11/27/2019		11/27/2019	112.86
					Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		112.86
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002433967	18-Landfill December	Paid by EFT # 32573		11/27/2019	11/27/2019	11/27/2019		11/27/2019	(475.72)
					Account 53950 - Landfill Totals			Invoice Transactions 1		(475.72)
					Program 183500 - Golf Services Totals			Invoice Transactions 3		153.63
Program 184000 - Natural Resources										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	32.20
					Account 53510 - Electrical Services Totals			Invoice Transactions 1		32.20
					Program 184000 - Natural Resources Totals			Invoice Transactions 1		32.20
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	662.94
					Account 53510 - Electrical Services Totals			Invoice Transactions 1		662.94
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-002434783	18-Landfill	Paid by EFT # 32573		11/27/2019	11/27/2019	11/27/2019		11/27/2019	225.00
					Account 53950 - Landfill Totals			Invoice Transactions 1		225.00
					Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 2		887.94
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	(231.49)
					Account 53510 - Electrical Services Totals			Invoice Transactions 1		(231.49)
					Program 187202 - Youth Sports-Winslow Totals			Invoice Transactions 1		(231.49)
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	292.65
					Account 53510 - Electrical Services Totals			Invoice Transactions 1		292.65
					Program 187208 - Youth Sports-Olcott Totals			Invoice Transactions 1		292.65
Program 187500 - Banneker										
Account 53510 - Electrical Services										
223 - Duke Energy	3730010111619	18- Electric Charges in October	Paid by Check # 70840		11/27/2019	11/27/2019	11/27/2019		11/27/2019	394.55
					Account 53510 - Electrical Services Totals			Invoice Transactions 1		394.55



Board of Parks & Recreation Claim Register

Invoice Date Range 11/27/19 - 11/27/19

Program **189000 - Operations**
Account **53510 - Electrical Services**
223 - Duke Energy

3730010111619 18- Electric Charges in
October

Paid by Check #
70840

Program **187500 - Banneker** Totals

Invoice Transactions 1

\$394.55

11/27/2019 11/27/2019 11/27/2019

11/27/2019

2,411.70

Account **53510 - Electrical Services** Totals

Invoice Transactions 1

\$2,411.70

Program **189000 - Operations** Totals

Invoice Transactions 1

\$2,411.70

Program **189501 - Cemeteries**
Account **53510 - Electrical Services**
223 - Duke Energy

3730010111619 18- Electric Charges in
October

Paid by Check #
70840

11/27/2019 11/27/2019 11/27/2019

11/27/2019

104.69

Account **53510 - Electrical Services** Totals

Invoice Transactions 1

\$104.69

Program **189501 - Cemeteries** Totals

Invoice Transactions 1

\$104.69

Department **18 - Parks & Recreation** Totals

Invoice Transactions 17

\$8,813.41

Fund **200 - Parks and Recreation Gen (\$1301)** Totals

Invoice Transactions 17

\$8,813.41

Fund **201 - Parks and Rec Non Reverting**
Department **18 - Parks & Recreation**
Program **184500 - Youth Services -Juke Box**
Account **53510 - Electrical Services**
223 - Duke Energy

3730010111619 18- Electric Charges in
October

Paid by Check #
70840

11/27/2019 11/27/2019 11/27/2019

11/27/2019

178.24

Account **53510 - Electrical Services** Totals

Invoice Transactions 1

\$178.24

Program **184500 - Youth Services -Juke Box** Totals

Invoice Transactions 1

\$178.24

Program **185000 - Twin Lakes Recreation Center**
Account **53510 - Electrical Services**
223 - Duke Energy

3730010111619 18- Electric Charges in
October

Paid by Check #
70840

11/27/2019 11/27/2019 11/27/2019

11/27/2019

2,497.60

Account **53510 - Electrical Services** Totals

Invoice Transactions 1

\$2,497.60

Account **53950 - Landfill**
2260 - Republic Services, INC

0694-002435377 18-Landfill

Paid by EFT #
32573

11/27/2019 11/27/2019 11/27/2019

11/27/2019

246.16

Account **53950 - Landfill** Totals

Invoice Transactions 1

\$246.16

Program **185000 - Twin Lakes Recreation Center** Totals

Invoice Transactions 2

\$2,743.76

Program **189006 - Switchyard Property**
Account **53510 - Electrical Services**
223 - Duke Energy

3730010111619 18- Electric Charges in
October

Paid by Check #
70840

11/27/2019 11/27/2019 11/27/2019

11/27/2019

48.81

Account **53510 - Electrical Services** Totals

Invoice Transactions 1

\$48.81

Program **189006 - Switchyard Property** Totals

Invoice Transactions 1

\$48.81

Department **18 - Parks & Recreation** Totals

Invoice Transactions 4

\$2,970.81

Fund **201 - Parks and Rec Non Reverting** Totals

Invoice Transactions 4

\$2,970.81

Grand Totals

Invoice Transactions 21

\$11,784.22

REGISTER OF SPECIAL CLAIMS

Board:Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/27/2019	Bank Fees				4,890.36
12/13/2019	Claims				234,778.90
	Sales Tax				
11/27/2019	Special Utility Claims				11,784.22
					<u>251,453.48</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 \$ 251,453.48

Dated this _____ day of _____ year of 20____.

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

Fiscal Office_____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/22/2019	Payroll				147,934.64
					<u>147,934.64</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 \$ 147,934.64

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/6/2019	Payroll				128,024.67
					<u>128,024.67</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 128,024.67

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	2019-00018448	BA	GL	12/04/2019	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
12/04/2019	201-18-181001-53720	Building Rental			Budget Amendment			150.00	.00
12/04/2019	201-18-181001-53990	Other Services and Charges			Budget Amendment			565.00	.00
12/04/2019	201-18-186500-52420	Other Supplies			Budget Amendment			1,000.00	.00
12/04/2019	201-18-186506-53990	Other Services and Charges			Budget Amendment			700.00	.00
12/04/2019	201-18-189006-52420	Other Supplies			Budget Amendment			2,000.00	.00
12/04/2019	201-18-184500-53510	Electrical Services			Budget Amendment			345.00	.00
						Number of Entries: 6		<u>\$4,760.00</u>	<u>\$0.00</u>



	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	11/30/2019	revenue	11/30/2019	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	27,575.55		5,711.43	0.00	21,864.12	253,267.10
181001	Health & Wellness	9,024.60	2,350.00		1,138.96	0.00	1,211.04	10,235.64
181100	Community Relations	35,938.95	2,400.00		3,924.34	0.00	(1,524.34)	34,414.61
182001	Aquatics	399,096.17	88,061.13		79,897.01	0.00	8,164.12	407,260.29
182500	Frank Southern Center	196,910.51	84,557.51		81,385.87	0.00	3,171.64	200,082.15
183500	Golf Course	262,277.41	96,867.58		121,547.13	0.00	(24,679.55)	237,597.86
184000	Natural Resources	250,179.25	71,017.46		18,315.54	0.00	52,701.92	302,881.17
184500	Allison Jukebox	176,967.39	243,201.43		228,583.92	0.00	14,617.51	191,584.90
*185000	TLRC	(1,308,814.34)	558,895.13		911,265.79	0.00	(352,370.66)	(1,661,185.00)
185009	TLRC Reserve	647,424.15	74,434.04		0.00	0.00	74,434.04	721,858.19
186500	Community Events	502,959.86	207,551.30		179,155.73	0.00	28,395.57	531,355.43
187001	Adult Sports	63,189.34	128,886.20		138,648.60	0.00	(9,762.40)	53,426.94
187202	Youth Sports	105,516.73	7,169.97		30,466.55	0.00	(23,296.58)	82,220.15
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	54,823.41	13,671.88		3,247.84	0.00	10,424.04	65,247.45
189000	Operations	171,098.51	61,374.79		53,478.79	0.00	7,896.00	178,994.51
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	216,093.82	5,502.00		2,391.65	0.00	3,110.35	219,204.17
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		6,883.39	0.00	1,069.66	19,917.22
10002.01	Change Fund	0.00				0.00	0.00	0.00
201-24105	Deposits	0.00				0.00	0.00	0.00
	TOTALS	2,053,675.33	1,681,469.02	0.00	1,866,042.54	0.00	(184,573.52)	1,869,101.81
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds								(184,573.52)
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								INCREASE/DECREASE FOR THE CURRENT

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2018	2018	2018	2018	2019	2019	2019	
November	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	November	to date	Budget	Novmeber	to date	change
General Fund								
Administration	621,708	750,225	622,290	82.95%	754,420	643,274	85.27%	3.37%
Health & Wellness	105,923	104,807	99,148	94.60%	82,869	76,311	92.09%	-23.03%
Community Relations	414,953	391,579	366,131	93.50%	460,058	357,895	79.58%	-2.25%
Aquatics	328,839	283,787	279,896	98.63%	312,312	312,228	99.97%	11.55%
Frank Southern Center	359,800	354,519	317,155	89.46%	359,863	290,009	80.59%	-8.56%
Golf Services	935,271	959,712	914,705	95.31%	1,010,569	939,336	92.95%	2.69%
Natural Resources	385,366	369,344	351,875	95.27%	396,163	309,300	78.07%	-12.10%
Youth Programs	60,195	59,033	55,353	93.77%	64,888	63,285	97.53%	14.33%
TLRC	284,750	283,707	266,250	93.85%	287,976	269,968	93.75%	1.40%
Community Events	414,238	399,144	372,511	93.33%	407,645	358,111	87.85%	-3.87%
Adult Sports	323,760	272,567	259,969	95.38%	242,956	251,329	103.45%	-3.32%
Youth Sports	271,744	293,957	284,554	96.80%	225,060	213,099	94.69%	-25.11%
BBCC	289,803	304,133	289,069	95.05%	320,540	289,291	90.25%	0.08%
Inclusive Recreation	78,403	77,988	74,634	95.70%	82,561	77,494	93.86%	3.83%
Operations	1,815,107	1,612,174	1,513,504	93.88%	1,964,968	1,667,467	84.86%	10.17%
Switchyard Property					47,452	38,768	81.70%	0.00%
Landscaping	303,041	283,395	266,026	93.87%	475,315	411,469	86.57%	54.67%
Cemeteries	182,605	177,353	165,387	93.25%	184,917	179,134	96.87%	8.31%
Urban Forestry	565,527	427,208	407,168	95.31%	569,707	612,810	107.57%	50.51%
General Fund total:	7,741,033	7,404,634	6,905,624	93.26%	8,250,238	7,360,577	89.22%	6.59%
Non-Reverting Fund								
Administration	14,650	4,294	4,260	99.20%	14,150	5,711	40.36%	34.07%
Health & Wellness	1,240	1,006	163	16.16%	1,376	1,139	82.75%	600.60%
Community Relations	4,650	2,739	2,739	100.00%	5,350	3,924	73.35%	0.00%
Aquatics	69,543	81,141	69,144	85.21%	61,716	79,897	129.46%	15.55%
Frank Southern Center	97,498	96,262	74,821	77.73%	93,697	81,386	86.86%	8.77%
Golf Services	133,709	93,048	92,256	99.15%	70,000	121,547	173.64%	31.75%
Natural Resources	53,485	67,116	63,380	94.43%	63,029	18,316	29.06%	0.00%
Youth Programs	209,805	226,311	221,724	97.97%	213,180	228,584	107.23%	3.09%
*TLRC - day to day	470,944	431,896	633,623	146.71%	454,998	435,303	95.67%	-31.30%
Community Events	179,343	171,651	164,109	95.61%	184,027	179,156	97.35%	9.17%
Adult Sports	199,830	161,782	158,769	98.14%	128,905	138,649	107.56%	-12.67%
Youth Sports	18,754	9,622	8,866	92.14%	8,919	30,467	341.58%	243.62%
BBCC	4,150	20,083	17,827	88.77%	1,610	3,248	201.73%	-81.78%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	70,185	58,758	83.72%	49,610	53,479	107.80%	-8.99%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	0	14,847	14,776	99.53%	0	2,392	0.00%	-83.81%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	4,750	5,700	5,700	100.00%	6,150	6,883	111.93%	0.00%
N-R Fund subtotal:	1,481,546	1,457,685	1,590,915	109.14%	1,356,717	1,390,080	102.46%	-12.62%
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	2,020,489	94.88%	1,596,011	1,866,042	116.92%	-7.64%
Other Misc Funds								
15-16 MCCSC 21st Com L	884	38,189	658		884			
16-17 MCCS 21st com I								
17-18 MCCSC 21st Com Learn			23,358			97		
18-19 MCCSC 21st Com Learn			11,503			14,288		
19-20 MCCSC 21st Com Learn						10,416		
Community Banneker Bus		45,000	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						
Griffy Lake Nature Day		7,187	4,924	68.51%		3,674		
Wapehani I-69 Mitigation		0		0.00%				
Leonard Springs Nature		9,027	6,063	67.17%		2,449		

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	7,341	100.00%		7,778		
Goat Farm		0						
Giffy LARE		10,965	10,965			13,563		
Other Misc Funds total:	11,999	139,411	131,185	94.10%	11,999	74,153		
TOTAL ALL FUNDS	9,906,523	9,673,675	9,057,298	93.63%	9,858,248	9,300,773	94.35%	2.69%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues November 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	%
	Budget	for year	November	to date	for year	November	to date	change
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	201,570	100.00%	198,000	192,814	97.38%	0.00%
Frank Southern	224,900	214,260	160,156	74.75%	201,300	143,959	71.51%	-10.11%
Golf Services	526,700	577,582	579,606	100.35%	619,500	572,062	92.34%	-1.30%
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	12,135	100.00%	11,500	10,835	94.22%	-10.71%
Adult Sports	71,000	57,603	57,603	100.00%	51,000	49,965	97.97%	0.00%
Youth Sports	32,000	28,507	27,005	94.73%	30,000	40,140	133.80%	48.64%
BBCC	11,000	14,685	11,460	78.04%	12,000	9,071	75.59%	-20.84%
Operations	0	1,365	1,365	100.00%	0	534	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	31,050	35,833	33,733	94.14%	33,725	27,325	81.02%	-19.00%
Urban Forestry		30	30	100.00%			0.00%	0.00%
G17011 Urban Forestry		0	0	0.00%			0.00%	0.00%
Subtotal Program Rev	1,075,850	1,144,383	1,085,476	94.85%	1,157,525	1,049,794	90.69%	-3.29%
General Fund Total	7,334,370	7,440,849	7,343,996	98.70%	7,615,474	7,507,743	98.59%	2.23%
Non-Reverting Fund								
Administration	40,600	34,893	27,892	79.94%	40,600	27,576	67.92%	-1.13%
Health & Wellness	2,739	2,651	2,637	99.47%	4,840	2,350	48.55%	-10.88%
Community Relations	4,650	3,789	2,789	73.60%	5,400	2,400	44.44%	-13.93%
Aquatics	122,700	90,670	90,670	100.00%	108,200	88,061	81.39%	-2.88%
Frank Southern	151,900	118,136	97,138	82.23%	124,300	84,558	68.03%	-12.95%
Golf Services	158,500	147,204	131,476	89.32%	76,000	96,868	127.46%	-26.32%
Natural Resources	60,890	68,318	68,262	99.92%	70,000	71,017	101.45%	4.04%
Youth Programs	215,060	232,716	227,473	97.75%	215,500	243,201	112.85%	6.91%
*TLRC -Operational	763,029	751,990	675,948	89.89%	1,253,774	633,329	50.51%	-6.31%
Community Events	193,752	202,786	200,316	98.78%	196,541	207,551	105.60%	3.61%
Adult Sports	207,000	150,971	150,931	99.97%	132,400	128,886	97.35%	-14.61%
Youth Sports	19,500	10,500	10,367	98.73%	4,002	7,170	179.16%	-30.84%
BBCC	5,150	28,916	28,380	98.15%	5,250	13,672	260.42%	-51.83%
Operations	56,440	104,076	102,211	98.21%	64,800	61,375	94.71%	-39.95%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	0	0	0	0.00%	0	5,502	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	17,454	100.00%	9,500	7,953	83.72%	0.00%
N-R Fund subtotal:	2,011,610	1,965,070	1,833,943	93.33%	2,311,507	1,681,469	72.74%	-8.31%
Other Misc Funds								
G-17-18 MCCSC 21st Com			20,931					
G18-19 MCCSC 21st Com	60,000	32,434	5,316		74,210	18,767		
G19-20 MCCSC 21st Com						5,894		
G14009 Summer Food Grant	27,864	20,102	20,102		27,864	16,985		
Communit Banneker Bus		45,000	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	672			961		
G17007 - Goat Farm								
Banneker Nature Days		4,860	4,860			4,499		
Yth & Adolescent Phy Act		6,417	6,417		8,000	8,683		
Nature Days Star								
Other Misc Funds total:	87,864	140,489	134,230		155,074	63,580		
TOTAL ALL FUNDS	9,433,844	9,546,408	9,312,169	97.55%	10,082,055	9,252,793	91.77%	-0.64%

Bloomington Parks and Recreation Surplus Declaration Form

Dec-19

Dec-19

[illegible]



STAFF REPORT

Agenda Item: B-2
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: December 10, 2019
SUBJECT: BRAVO AWARD—BLOOMINGTON FIGURE SKATING CLUB

Recommendation

The Bloomington Parks and Recreation Department would like to recognize the Bloomington Figure Skating Club with this month's Bravo Award. This is in recognition of their service to our annual Skate & Scare and Skate with Santa events.

Background

For nearly 20 years, the Bloomington Figure Skating Club (BFSC) have generously volunteered their time with our two skating-themed community events, the Skate & Scare event in October and the Skate with Santa event in December. BFSC members have not only helped with the setup and teardown of the events, but they also engage with the community out on the ice. Whether dressed in Halloween costumes or in festive holiday attire, BFSC members typically present "in character" and add to the atmosphere of the respective events. They offer help and encouragement to young skaters on the ice and will even offer the occasional tip to adults who are rediscovering their skating legs. BFSC members also assist staff with monitoring the crowd out on the ice and help ensure the overall safety of skaters.

We are proud to recognize the Bloomington Figure Skating Club with the December Bravo Award, and we are grateful for their ongoing support of our Skate & Scare and Skate with Santa events.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Sarah Owen". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Sarah Owen, Community Relations Coordinator



STAFF REPORT

Agenda Item: B-3
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: December 10, 2019
SUBJECT: PARKS PARTNER AWARD—MONROE COUNTY IDENTIFY AND REDUCE INVASIVE SPECIES (MC-IRIS)

Recommendation

The Bloomington Parks and Recreation Department would like to recognize the Monroe County Identify and Reduce Invasive Species organization as the recipient of the Parks Partner Award. The Parks Partner Award recognizes our most outstanding collaborators and supporters.

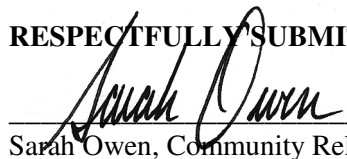
Background

Monroe County Identify and Reduce Invasive Species (MC-IRIS) is comprised of Monroe County citizens who are committed to helping protect and restore our local ecosystem. Through educational and hand-on efforts, MC-IRIS members focus on the removal of invasive plant species that are negatively impacting native Indiana plants and local biodiversity.

MC-IRIS has been a valued partner of the Bloomington Parks and Recreation Department, and they have collaborated with us on various initiatives. Perhaps most significantly, MC-IRIS has been a regular volunteer presence at our new First Saturday events, which began in March of this year; these are workdays dedicated to removing invasive plants from City-owned parks. MC-IRIS has averaged seven representatives per First Saturday event, and they have assisted Parks and Recreation staff in educating volunteers on invasive plant removal. Over the course of nine months, MC-IRIS has contributed a total of 180 volunteer hours to First Saturday events. Moreover, their social media presence has helped raise awareness and volunteer recruitment for First Saturdays. MC-IRIS has helped remove invasive plant species from seven of our parks: Griffy Lake Nature Preserve, Lower Cascades, Bryan Park, Crestmont Park, Sherwood Oaks Park/Goat Farm, RCA Park, and Leonard Springs Nature Preserve.

The vegetation management crew, led by city landscaper Joanna Sparks, have been incredibly grateful to MC-IRIS for their expertise and volunteer efforts to remove invasive plant species. The Bloomington Parks and Recreation Department is proud to present them with the Parks Partner Award.

RESPECTFULLY SUBMITTED,


Sarah Owen, Community Relations Coordinator



STAFF REPORT

Agenda Item: C-1
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: December 10, 2019
SUBJECT: ADDENDUM FOR RUNDELL ERNTSBERGER ASSOCIATES CONTRACT
FOR BICENTENNIAL GATEWAY CONCEPTUL DESIGNS

Recommendation

Staff recommends approval of a contract addendum with REA to extend the completion date for the Bicentennial Gateway conceptual designs. The contract is funded through the 2018 Bicentennial Bond funds (180-18-18018C) for \$45, 800.

Background

The original contract with REA to complete conceptual design work on the Bicentennial Gateways projects was approved on July 23, 2019. The City has identified four possible locations for the gateways:

REA has worked with representatives from the Public Works, Planning, and Parks department on the inventory and analysis of the proposed sites, preliminary conceptual design, and final conceptual design. Due to challenging proposed sites and schedules an extension on the completion of the designs is necessary. This extension will allow time to host a community input open house and an Arts Commission input meeting.

RESPECTFULLY SUBMITTED,

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

Paula McDevitt, Administrator

**ADDENDUM 1
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
RUNDELL ERNSTBERGER ASSOCIATES, INC.
FOR
BLOOMINGTON GATEWAYS CONCEPTUAL DESIGN STUDY
(Entered in this 10th day of December 2019)**

WHEREAS, on July 23, 2019, the City of Bloomington Department of Parks and Recreation (the “Department”), entered into an Agreement (“Agreement”) with Rundell Ernstberger Associates, Inc. (“Contractor”), to complete the Bloomington Gateways Conceptual Design Study; and

WHEREAS, the Department wishes to extend the schedule of the project through February 28, 2020; and

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

WHEREAS, pursuant to Article 6 (Schedule) of said Agreement, the time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the 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 26 of the Agreement.

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

CITY OF BLOOMINGTON

NAME OF CONTRACTOR - REA

Philippa M. Guthrie, Corporation Counsel

Kevin Osburn, PLA, ASLA
Principal
RUNDELL ERNSTBERGER ASSOCIATES, INC.

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

1. **Project Initiation Meeting:** REA will meet with the City to review the project goals and parameters, work plan, and schedule. REA will gather and compile information from the City in order to prepare project base plans and gain a thorough understanding of current, planned and future projects which may impact gateway development.
2. **Inventory and Analysis:** Working from aerial images and GIS files provided by the City, REA will provide an inventory and analysis of the existing conditions at the gateway locations. The following preliminary gateway locations have been identified by the City as locations to be included in the study:
 - Arlington Heights Bridge over State Road 46 Bypass just east on I-69/SR 46 Interchange
 - Bloomfield Road (W. 2nd Street) between Basswood Drive and Weimer Road
 - St. Rd. 46/E. 3rd Street and St. Rd. 446
 - Traffic island north of Miller Showers Park between College Ave. and Walnut St.

Graphics for this stage of work will be simple plan diagrams to illustrate existing conditions, coupled with a photographs and a bullet point narrative that outlines both opportunities and constraints to gateway development at each location.

During this stage, REA will also conduct an assessment of the existing branding, identity, and cultural assets in an effort to understand the defining characteristics and themes of the Bloomington community and how these might begin to inform the development of design themes and elements for the gateways.

Findings will be summarized in a simple report format suitable for screen viewing or presentation.

3. **Project Review Meeting:** REA will meet with the City to review preliminary findings of the Inventory and Analysis work. Feedback and input from the City will be collected and initial impressions regarding gateway development opportunities and constraints will be discussed. In addition, it will be important to discuss and confirm gateway hierarchy, prototypes, and priorities at this meeting in order to provide direction for the next stage of work involving the preparation of initial gateway concepts.
4. **Preliminary Conceptual Design:** REA will prepare preliminary conceptual designs for each gateway location, consisting of preliminary elevations and sections that illustrate the proposed scale, materials, colors, theme, graphic features of the gateway architectural and landscape elements, and how the gateway elements can be integrated at each proposed site.
5. **Project Review Meeting:** REA will meet with the City to review the preliminary conceptual design materials. The outcomes of this meeting will provide direction of the preferred gateway designs and scope of improvements to be considered at each location. Feedback and input from the City will be collected and used to make refinements to the proposed design and develop preliminary project cost opinions for each gateway location.
6. **Final Conceptual Design:** REA will prepare the final conceptual design materials to include conceptual gateway plans and cost opinions at each location, and the design standards for materials, graphics, colors,

themes, etc. Documentation of the above will be summarized in a graphic report format suitable for screen viewing or presentation.

7. Final Deliverables: REA will submit the final conceptual design study for review and comment by the City. REA will then make minor revisions to the document as needed based on the City's input and resubmit it to the City for final adoption/approval. REA will present the study's findings at one (1) public board meeting if required.

EXHIBIT B

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
RUNDELL ERNSTBERGER ASSOCIATES, INC.
FOR
BLOOMINGTON GATEWAYS CONCEPTUAL DESIGN STUDY**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Rundell Ernstberger Associates, Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to develop gateways at four locations identified as major entrances into the City as part of the 2018 Bicentennial Bond Projects; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform Bloomington Gateways Conceptual Design Study (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 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 Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Paula McDevitt, 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 Five Thousand Eight Hundred dollars (\$45, 800.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Paula McDevitt
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Contractor:**

City of Bloomington		Rundell Ernstberger Associates, Inc.
Attn: Paula McDevitt		Attn: Kevin Osburn, PLA, ASLA
401 N. Morton, Suite 250		618 East Market Street
Bloomington, Indiana 47402		Indianapolis, IN 46202

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

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

NAME OF CONTRACTOR

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

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:

2. Project Initiation Meeting: REA will meet with the City to review the project goals and parameters, work plan, and schedule. REA will gather and compile information from the City in order to prepare project base plans and gain a thorough understanding of current, planned and future projects which may impact gateway development.
2. Inventory and Analysis: Working from aerial images and GIS files provided by the City, REA will provide an inventory and analysis of the existing conditions at the gateway locations. The following preliminary gateway locations have been identified by the City as locations to be included in the study:
 - Arlington Heights Bridge over State Road 46 Bypass just east on I-69/SR 46 Interchange
 - Bloomfield Road (W. 2nd Street) between Basswood Drive and Weimer Road
 - St. Rd. 46/E. 3rd Street and St. Rd. 446
 - Traffic island north of Miller Showers Park between College Ave. and Walnut St.

Graphics for this stage of work will be simple plan diagrams to illustrate existing conditions, coupled with a photographs and a bullet point narrative that outlines both opportunities and constraints to gateway development at each location.

During this stage, REA will also conduct an assessment of the existing branding, identity, and cultural assets in an effort to understand the defining characteristics and themes of the Bloomington community and how these might begin to inform the development of design themes and elements for the gateways.

Findings will be summarized in a simple report format suitable for screen viewing or presentation.

3. Project Review Meeting: REA will meet with the City to review preliminary findings of the Inventory and Analysis work. Feedback and input from the City will be collected and initial impressions regarding gateway development opportunities and constraints will be discussed. In addition, it will be important to discuss and confirm gateway hierarchy, prototypes, and priorities at this meeting in order to provide direction for the next stage of work involving the preparation of initial gateway concepts.
4. Preliminary Conceptual Design: REA will prepare preliminary conceptual designs for each gateway location, consisting of preliminary elevations and sections that illustrate the proposed scale, materials, colors, theme, graphic features of the gateway architectural and landscape elements, and how the gateway elements can be integrated at each proposed site.
5. Project Review Meeting: REA will meet with the City to review the preliminary conceptual design materials. The outcomes of this meeting will provide direction of the preferred gateway designs and scope of improvements to be considered at each location. Feedback and input from the City will be collected and used to make refinements to the proposed design and develop preliminary project cost opinions for each gateway location.
6. Final Conceptual Design: REA will prepare the final conceptual design materials to include conceptual gateway plans and cost opinions at each location, and the design standards for materials, graphics, colors, themes, etc. Documentation of the above will summarized in a graphic report format suitable for screen viewing or presentation.

7. Final Deliverables: REA will submit the final conceptual design study for review and comment by the City. REA will then make minor revisions to the document as needed based on the City's input and resubmit it to the City for final adoption/approval. REA will present the study's findings at one (1) public board meeting if required.

EXHIBIT B

“Project Schedule”

A project timeline of approximately 4 months from notice to proceed to complete the services outlined in Exhibit A. This schedule assumes a quick response from the City for meetings, reviews and comments.

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____.

Contractor

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-2
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: November 20, 2019
SUBJECT: REVIEW/APPROVAL OF ADDENDUM TO MID SERVICE CONTRACT WITH SNIDER RECREATION, INC

Recommendation

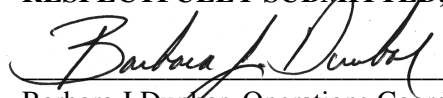
Staff recommends the review/approval of an Addendum to the Mid-Service Contract with Snider Recreation, Inc. for the purchase and installation of poured-in- place rubber safety surfacing at Crestmont Park Playground.

Background

This Board of Park Commissioners originally approved this Mid Service Contract at the March meeting of this year. At the time construction of the playground was completed cold temperatures prevented the contractor from being able to install the surfacing. This addendum extends the completion of services deadline to June 30, 2020.

Total project cost for surfacing is \$81,829.85
Funding is from the Parks GO Bond

RESPECTFULLY SUBMITTED,


Barbara J Dunbar, Operations Coordinator

**ADDENDUM I
TO
AGREEMENT BETWEEN CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SNIDER RECREATION, INC
FOR
CRESTMONT PARK PLAYGROUND SURFACING
(Entered in this 10th day of December, 2019)**

WHEREAS, on March 26, 2019, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Snider Recreation, Inc. (“Contractor”) to install new poured-in-place rubber safety surfacing at Crestmont Park Playground; and

WHEREAS, the Department wishes to extend the Project Schedule deadline to June 30, 2020; and

WHEREAS, the Contractor agrees with the deadline extension; and

WHEREAS, pursuant to Article 26 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 by modifying Article 1 and Article 6 to extend the completion of services date to June 30, 2020. The Agreement is attached to and incorporated into this Addendum I to the Agreement as Exhibit A.

Article 2. Modification: Any other modification to said 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

SNIDER RECREATION, INC

Paula McDevitt, Director
Parks and Recreation Department

Jeffrey Snider, President/Owner

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

Title of Contractor Representative

Philippa M. Guthrie, Corporation Counsel

EXHIBIT "A"
ORIGINAL CONTRACT

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SNIDER RECREATION, INC.
FOR
CRESTMONT PARK PLAYGROUND SURFACING**

This Agreement, entered into on this 26 day of March, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Snider Recreation, Inc. ("Consultant"),

WITNESSETH:

- WHEREAS, the Department wishes to install new poured-in-place rubber safety surfacing at Crestmont Park Playground; and
- WHEREAS, the Department requires the services of a qualified vendor and contractor in order to secure the product and materials and perform the labor to install the new surfacing
- WHEREAS, it is in the public interest that such Services be undertaken and performed; and
- WHEREAS, Consultant is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. 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 July 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 Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Operations Coordinator, as the Department's Project Manager. 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 expeditiously as is 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 Eighty One Thousand Eight Hundred Twenty Nine Dollars and Eighty Five Cents (\$81,829.85). Consultant 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 Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

BARB DUNBAR, OPERATIONS COORDINATOR
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Consultant 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 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 10 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. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant 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 Consultant 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 Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant 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 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 12. 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 13. 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 14. 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. 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.

Consultant 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 Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant 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.

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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.

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

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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.

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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.

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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 C, affirming that Consultant 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.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant 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 Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

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Article 24. Notices

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

Department:	Consultant:
City of Bloomington	Snider Recreation, Inc.
Attn: BARBARA J DUNBAR	Attn: Jeffrey Snider
401 N. Morton, Suite 250	10139 Royalton Rd. - Suite K
Bloomington, Indiana 47402	North Royalton, OH 44133

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

Article 25. Intent to be Bound

The Department and Consultant 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.

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

CITY OF BLOOMINGTON

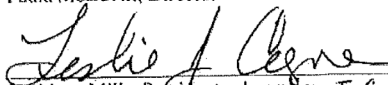

Mick Renneisen, Deputy Mayor

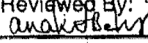
SNIDER RECREATION, INC


Jeffrey Snider, President/Owner

CITY OF BLOOMINGTON PARKS AND RECREATION


Paula McDevitt, Director


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

CITY OF BLOOMINGTON Legal Department Reviewed By:  DATE: 3-13-2019

CITY OF BLOOMINGTON
Controller


Reviewed by: 
DATE: 3/14/18
FUND/ACCT: 977-48-451

EXHIBIT A
"Scope of Work"

Department Responsibilities:

Site Preparation

- Installation of new equipment
- Grading of site
- Subbase Work - Pouring of minimum 4" concrete base, (broom finish), with 2% slope which allows for proper drainage

Contractor Responsibilities:

Order product and material

Consultant will sign off on approval of Department's subbase work

Install a 2-layer rubber-urethane playground surfacing system which has been designed and manufactured to meet the following criteria:

1. Shock Attenuation (ASTM F1292)
2. Gmax: Less than 200
3. Head Injury Criteria: Less than 1000
4. Flammability (ASTM D2859) Pass.
5. Tensile Strength (ASTM D412): 60 psi (413 kPa)
6. Tear Resistance (ASTM D624): 140%
7. Water Permeability: 0.4 gal/yd 2/second
8. Accessibility: Comply with requirements of ASTM F1951

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

EXHIBIT B
"Project Schedule"

Work shall not begin before June 30th and shall be completed by July 31, 2019.

However;

if the Department has completed the required site preparation before June 30th; and

the consultant has signed off on the site preparation work performed by the Department, and

if the Consultant is able to do so then work can begin prior to June 30th.

In Addition;

Work will not begin until all applicable site work, including substrate preparation, playground equipment installation and other relevant work has been completed.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ~~INDIANA~~ ^{Ohio})
COUNTY OF ~~Madison~~ ^{Cuyahoga}) SS:

AFFIDAVIT

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

1. The undersigned is the President/Owner of Snider Recreation Inc..

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.
2. 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).
3. 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~~ ^{Ohio})
COUNTY OF ~~Madison~~ ^{Medina})

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey C Snider and acknowledged the execution of the foregoing this 4 day of April, 2019.

Notary Public's Signature

My Commission Expires: 2/9/22

Heidi Mackey
Printed Name of Notary Public



HEIDI M. MACKEY
Notary Public, State of Ohio
My Commission Expires
February 9, 2022

EXHIBIT D

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

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 4 day of April, 2019.

Snider Recreation, Inc.

By: Jeffrey C Snider
Printed Name
[Signature]
Signature

STATE OF Ohio)
) SS:
COUNTY OF Medina)

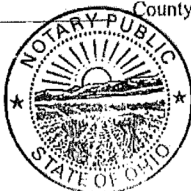
Before me, a Notary Public in and for said County and State, personally appeared Jeffrey C Snider and acknowledged the execution of the foregoing this 4 day of April, 2019.

[Signature]
Notary Public's Signature

My Commission Expires: 2/9/22

Heidi Mackey
Printed Name of Notary Public

County of Residence: Medina



HEIDI M. MACKEY
Notary Public, State of Ohio
My Commission Expires
February 9, 2022



STAFF REPORT

Agenda Item: C-3
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: November 25, 2019
SUBJECT: ADDENDUM BETWEEN CITY OF BLOOMINGTON PARKS AND NEIDIGH CONSTRUCTION CORPORATION FOR CASCADES GOLF COURSE CLUBHOUSE

Recommendation

Staff recommends approval of this addendum.

Funds are from GOB 977-18-18016A-54510 Project 977 2017c in the amount of \$19,295.52.

Background

This is the addendum to the original construction contract with Neidigh Construction Corporation for \$1,178,000 for Cascades Golf Course Clubhouse.

There are five change orders to the original construction contract with Neidigh Construction Corporation for Cascades Golf Course Clubhouse:

- #1=\$4,377.75 It was discovered that to meet the LEED design specifications that 3 zone dampers and 1 zone board and additional duct work needed to be installed for the HVAC system.
- #2=\$5,332.48 To meet the LEED design specifications for water meter location.
- #3=\$486.01 To add water supply to the beverage dispenser.
- #4=\$1,343.73 To add data receptacles in the building per Information Technology Services.
- #5=\$7,755.55 To add boring for data service from source pole that included rock excavation per Information Technology Services.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

**ADDENDUM
TO
AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
NEIDIGH CONSTRUCTION CORPORATION
FOR
CASCADES GOLF COURSE CLUBHOUSE
(Entered in this ____ day of _____, 2019)**

WHEREAS, on or about **June 26, 2018**, the City of Bloomington Department of Parks and Recreation (the “Department”) and Neidigh Construction Corporation (“Contractor”) entered into an Agreement to have construction services for Cascades Golf Course Clubhouse; and

WHEREAS, on or about May 1, 2018, the scope of services of the Agreement was amended #1 to add 3 zone dampers and 1 zone board and all necessary duct modifications; and on or about October 18, 2018, the scope of services of the Agreement was amended #2 to change to water meter location; and on or about September 24, 2019, the scope of services of the Agreement was amended #3 to add water supply to the beverage dispenser; and on or about September 26, 2019, the scope of services of the Agreement was amended #4 to relocate data receptacles; and on or about October 2, 2019, the scope of services of the Agreement was amended #5 to provide data and cable boring from pole source to building.

WHEREAS, the Department wishes to expand scope of work of this project to include all five above modifications (“Additional Work”); and

WHEREAS, the Additional Work will result in an increase in the compensation in an amount not to exceed Nineteen Thousand Two Hundred Ninety Five Dollars and Fifty Two cents (\$19,295.52); and

WHEREAS, the Contractor is in agreement with the Additional Work and compensation; and

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

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

Article 1. Scope of Services: To amend the Agreement to reflect the Additional Work, as incorporated into this Addendum to the Agreement.

Article 4. Compensation: To amend the Agreement to reflect the additional charge of not to exceed Nineteen Thousand Two Hundred Ninety Five Dollars and Fifty Two cents (\$19,295.52).

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

CITY OF BLOOMINGTON

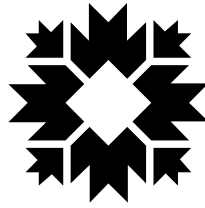
Neidigh Construction Corporation

Paula McDevitt, Director
Parks and Recreation Department

Les Coyne, Park Board President
Board of Park Commissioners

Title

Phillippa M. Guthrie, Corporation Counsel



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item C-4
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Daren Eads, Facility Coordinator
DATE: December 17, 2019
SUBJECT: REVIEW/APPROVAL OF PLYMATE SERVICE AGREEMENT

Recommendation

Staff recommends the approval of the 2020 service agreement with Plymate. Total amount of service agreement not to exceed: \$2,700. Funding sources to pay for these services will be 201-18-185000-53610 (TLRC NR) and 200-18-182500-53920 (Frank Southern Center GF).

Background

The Bloomington Parks Department was first introduced to Plymate in 2009 with the purchase of the Bloomington SportsPlex. Plymate provides routine mat cleaning and replacement services for facilities. Plymate began by providing services at the Twin Lakes Recreation Center, and later at Frank Southern Ice Arena, Banneker Community Center and the Alison-Jukebox building.

RESPECTFULLY SUBMITTED,

Daren Eads, Facility Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PLYMATE INC.

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

Article 1. Scope of Services Contractor shall provide the cleaning of floor mats at Frank Southern Ice Arena (FSC) and Twin Lakes Recreation Center (TLRC) ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Daren Eads/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 necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand Seven Hundred Dollars (\$2,700). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for TLRC and Dee Tuttle for FSC, 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 per the Department needs. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. 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: Daren Eads – TLRC; Attn: Dee Tuttle - FSC, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Plymate Inc. 819 Elston Drive Shelbyville, Indiana 46176. 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

Plymate Inc.

Philippa M. Guthrie, Corporation Counsel

Michelle Ricketts, Account Executive

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Plymate 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 _____, 2019.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-5
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: December 10, 2019
SUBJECT: REVIEW AND APPROVAL OF THE 2020 PARKS MOBILE STAGING RENTAL AGREEMENT

Recommendation

Staff recommends approval of 2020 Mobile Staging Rental Agreement. This rental agreement outlines the costs and policies associated with renting the Bloomington Parks and Recreation Wenger "Showmobile" mobile stage and moveable riser staging.

Background

Bloomington Parks and Recreation purchased our current mobile stage, a Wenger "Showmobile", in 2004. We utilize the stage for our Performing Arts Series concerts in Bryan Park and other events, but it is also available for rental within Bloomington's City Limits. In addition we own 4ft x 6ft risers which can be built together to form a small stage. These riser are available for rental. This agreement covers policies and fees associated with the rental of both stages. Updates for 2020 agreement include adding contact information for the Indiana Department of Homeland Security.

RESPECTFULLY SUBMITTED,

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

Crystal Ritter, Community Events Coordinator



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

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

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

Attn: Crystal Ritter
Bloomington Parks and Recreation
P.O. Box 848
Bloomington, IN 47402
Phone #: 812-349-3725

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

Name of Person Responsible for Equipment: _____

Mailing Address: _____ Phone: _____
Email Address: _____

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

Name of Event: _____

Purpose of Event: _____

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

Anticipated Event Attendance: _____

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

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

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

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

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



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

Signature of Designated Representative

Date

Special Event Equipment Rental Prices

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

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

Mobile Stage	\$750/day + \$375 deposit*	
W/Theatrical Lights	\$1000/day + \$500 deposit*	requires additional electrical (See stage policy for details)
Stage Extenders	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(7 platforms, 4'X8'X3')
Stage Risers	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(6 platforms, 4'X8'X18")
Self-Standing Stairs	\$50/day + \$25 deposit*	
You must transport and set up		

Category II - For Profit Organizations:

Mobile Stage	\$1000/day + \$500 deposit*	
W/Theatrical Lights	\$1250/day + \$625 deposit*	requires additional electrical (See stage policy for details)
Stage Extenders	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(7 platforms, 4'X8'X3')
Stage Risers	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(6 platforms, 4'X8'X18")
Self-Standing Stairs	\$50/day + \$25 deposit*	
You must transport and set up stage risers and stairs if renting. This will require a trailer.		



- ***All organizations are required to pay for any damage to the equipment that occurs during the periods of use. Assessed damage costs may exceed the amount of the damage deposit.**
- **The mobile stage can only be transported by Parks and Recreation, Operations personnel and cannot be moved once it is in place. Transportation fees may be added to the total cost of the stage.**
- **Those reserving equipment are responsible for reserving the location where equipment is to be placed. Also, those reserving equipment agree to meet Bloomington Parks and Recreation staff at desired location to assure proper placement of equipment.**
- **No posters, banners, signs or other materials can be adhered to the stage without prior approval from Bloomington Parks and Recreation. No tape, glue or adhesive material may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision could result in loss of deposit and possible additional repair charge.**
- **A Bloomington Parks and Recreation site supervisor will remain on site while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.**
- **The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include, but are not limited to, winds over 25mph, lightning, rain, and/or use deemed inappropriate or dangerous. If the stage is closed for reasons deemed necessary by the site supervisor, a refund will not be issued. Refunds will not be issued for advance cancellations made by renter.**
- **Full payment (plus deposit) must be received seven days prior to rental date.**
- **If renter wants to develop its own firearms policy for the duration of the event at its own discretion, a copy of such policy should be provided to the City prior to the event and after the City has approved its application.**
- **The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the mobile stage agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the mobile stage. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.**
- **The renting party shall be responsible for compliance with all State laws and**



regulations, including those governing special events and the use of stages.

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

FOR OFFICIAL USE ONLY

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

Amount Received: _____
Equipment: _____
Deposit: _____

Date: _____
Date: _____

Deposit Refunded: _____

Date: _____

Initials of Staff: _____



Mobile Stage Rental Policy

POLICY RE:

1. The mobile stage will be made available for rent by community, business or private organizations for concerts, theatre, sporting and other special events. All renters must have an approved reservation form to rent the stage. A copy of the form is attached.
2. All reservations will be processed through Bloomington Parks and Recreation, Community Events and will be based on availability of: stage, transport staff and supervisory staff.
3. The mobile stage is only available for use within Bloomington city limits. All stage set ups and locations must be approved, in advance, by the Parks and Recreation Department. Please return the attached form along with the appropriate payment, at least four weeks prior to your event.
4. The mobile stage will be transported, leveled and prepared for use by Parks and Recreation, Operations personnel only and will not be moved once it is in place. The cost for transport is included in the overall cost of the stage
5. A Parks and Recreation supervisor will remain on site during the event while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.
6. The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include winds over 25mph and use deemed inappropriate or dangerous by department staff. If the stage is closed for reasons deemed necessary by the site supervisor a refund will not be issued. Refunds will not be issued for advance cancellations made by renters in advance of event date.
7. All stage renters are required to pay, as a minimum, equivalent to fifty percent (50%) of the total rental fee as a deposit at the time of initial reservation. The deposit is refundable provided damage has not occurred to rented facility during use.
8. All rental fees must be paid in full, no less than seven (7) days prior to the date of the renter's scheduled use. If the full fee is not paid within seven (7) days prior to use, Bloomington Parks and Recreation reserves the right to charge a \$25 late fee and/or cancel the reservation.
9. Rental fees may be adjusted to reflect special staffing or equipment needs presented by the nature of the event and/or location.



10. The renting party is in charge and responsible for the conduct of all persons in attendance during the use of the stage. The renter and/or his/her organization will be held financially liable for any resulting damages to the mobile stage and/or property. Any damage charges will be based on equipment replacement and administrative costs, and may exceed the amount of the damage deposit. Renters are required to inspect the mobile stage at the time of its delivery and communicate any concerns or information about pre-existing damage to the on-site facility supervisor at that time.
11. No furnishings shall be removed from the stage. Nothing may be fixed (temporary or permanent) to the stage in any way, without prior consent from Bloomington Parks and Recreation. This includes banners, poster, signs or other materials. No tape, glue or adhesive materials may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision may result in loss of deposit and possible additional repair charges.
12. The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the show mobile agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the show mobile. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
13. The Department Administrator may request the use of an approved security officer(s). The cost of the security officer(s) will be assumed by the renter/group.
14. Bloomington Parks and Recreation reserves the right to refuse any rental application.
15. Bloomington Parks and Recreation employees may not use park property or facilities for personal gain.
16. The possession of alcoholic beverages, drugs and other illegal controlled substances is prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
17. However, per Indiana Code 35-47-11.1-4(10), the renter may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If the



renter develops such a policy for its activities at its own discretion, the City may implement and enforce it and the renter is requested to provide a copy of such a policy to the City after its rental application is approved.)

18. Renters charging a fee for their event must complete appropriate paperwork before rental is approved.
19. The renter is responsible for securing the necessary noise permit from the City of Bloomington, Department of Public Works (812-349-3411) if amplified music is played.
20. The mobile stage has two separate electrical systems. Requirements for each and the respective connections for each are listed below:

110 Outlets and Non-Theatrical Lighting

- The minimum power requirement to use the electrical system on the stage is 30 amp/110Volt. The stage uses a Hubble Twist-Lock 30 Amp/110 Volt connector (HBL2611) to power the electrical 110 Volt outlets and non-theatrical lighting on the stage. A 50' power cable with an HBL2611 connector is provided. Also provided is a 6' Hubble-to-pigtail adapter (only to be used by a certified electrician).

Theatrical Lighting:

- The minimum power requirement to use theatrical lighting on the stage is 50 Amp/220 Volt. The stage uses a Hubble Twist-Lock 50 Amp/220 Volt connector (CS6365C) to power the theatrical lighting. A 50' power cable with a CS6365C connector is provided for rentals that include use of the theatrical lighting. Also provided is a 6' adapter cable with a Hubble-to-Leviton 275T and one 6' adapter with a Hubble-to-pigtail (the pigtail adapter is only to be used by a certified electrician).

Under no circumstances are any of the cables provided to be disassembled for temporary conversion. It is the renter's responsibility to ensure that electrical installations are done safely and to code.

21. **All groups or organizations, regardless of affiliation with Bloomington Parks and Recreation, are required to adhere to the above policies.**



STAFF REPORT

Agenda Item: C-6
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler
DATE: November 20, 2019
SUBJECT: REVIEW/APPROVAL OF UPDATES TO PARK SPECIAL USE EVENT PERMIT, TRAIL USE SPECIAL EVENT PERMIT, GUIDELINES FOR REQUESTING ALCOHOL SALES

Recommendation

Staff recommends approval of the 2020 applications for special event permit, B-Line special event permit, mobile stage rentals, and alcohol guidelines.

Background

The original special event permit application/process was first approved by the Board of Park Commissioners in 2006. Since then, we have added a permit application/process for the B-Line Trail/other Parks trails and alcohol use guidelines for special events. This is to update all of those applications/processes for the 2020 calendar year. Changes made for the 2020 calendar year are mainly to update dates, contact information, and to make formatting more consistent. Substantive (content) changes are minimal.

RESPECTFULLY SUBMITTED,

Hsiung Marler, Switchyard Park General Manager



2020 GUIDELINES FOR REQUESTING/APPROVAL OF ALCOHOL SALES WITH APPROVED EVENT PERMIT

In addition to an approved park permit application, rental groups requesting to serve beer and/or wine must submit a proposal including how the following guidelines will be met before qualifying for a temporary alcohol permit. Once submitted, the Board of Park Commissioners and Parks and Recreation Administrator will approve/deny all requests.

Note:

- Beer and wine are the only alcoholic beverages permitted for sale or distribution on City of Bloomington Parks and Recreation owned property.
- Alcohol requests will only be considered for public events.
- Private events with closed invitations like family reunions, weddings, etc. will not be considered for alcohol sales in the parks.
- Alcohol may be considered for private events with closed invitations like family reunions, weddings, etc. ONLY at the Switchyard Park Pavilion

Application Process:

1. An approved Park Special Event Permit Application must be on file and the rental group in good standing with the City of Bloomington Parks and Recreation Department
2. Once obtained, a copy of the approved Temporary Beer/Wine Authority/Type 118 or a copy of an approved Catering Authority/Type 222 Application from the State of Indiana, Alcohol & Tobacco Commission must be on file with Bloomington Parks and Recreation (prior to event).
3. Rental group(s) shall employ a licensed security company to be present throughout the event and/or anytime alcohol is present. The number of security needed will be determined by Bloomington Parks and Recreation staff and will be dependent on site set up and size/scope of event.
4. Fencing plans must be included as part of the proposal and installation methods approved by Bloomington Parks and Recreation prior to event. Fencing may not be staked without prior approval. Plastic snow fencing will not be allowed.
5. Anyone entering the bar area where alcohol is served must be over 21 and wearing either a wrist band or hand stamp indicating that they are of legal age to consume alcohol.
6. The detailed floor plan, map or diagram on file with the State of Indiana, Alcohol & Tobacco Commission must also be submitted with the proposal to Bloomington Parks and Recreation. Once approved, floor plan, map or diagram may not be altered.
7. Alcohol Permit fee is \$200 or ten percent of gross, whichever is greater (alcohol permits granted on a case by case basis and require additional paperwork and approval by the Board of Park Commissioners).



2020 GUIDELINES FOR REQUESTING/APPROVAL OF ALCOHOL SALES WITH APPROVED EVENT PERMIT

Temporary Permit Application Instructions:

https://www.in.gov/atc/files/2015_Temp_Permits_App_Instructions.pdf

Indiana State Regulations for Beer/Wine Authority (Permit) include:

1. *There must be a **well-defined premises** i.e. building, tent, enclosure, or fenced-in or designated area.*
2. *You **must** submit a floor plan or diagram. If minors are present, you must have a defined separation between the bar area and family area. (Must be on floor plan.)*
3. *There shall be **NO** carry-out privileges, **NO** carry-in privileges, and **NO** spirituous beverages allowed.*
4. *Each applicant must designate an individual to be responsible for the event and such person must sign the authority.*
5. ***ANY** and **ALL** persons dispensing or accepting payment for alcoholic beverages **MUST POSSESS** a valid ATC employee permit.*
6. *The event must meet applicable Indiana State Board of Health requirements, particularly with regard to restroom facilities.*
7. *If the event is held in a town park, you must have approval from the town board.*
8. *Legal hours of dispensing alcoholic beverages (Prevailing time)
Monday through Saturday – 7 a.m. to 3 a.m. the following day
Sunday – 7 a.m. to 3 a.m. the following day*
9. *Applicant **must** file with the district ATC office at which the event will be held at least 5 days prior to the event. Failure to comply is grounds for denial.*
10. *The authority (permit) must be posted in the most conspicuous place at the location of the event. An excise officer or commissioner, for good cause, has the authority to revoke a temporary permit during the event.*

Indiana State Regulations for Catering Authority (Permit) include:

1. *The exact address of the proposed catered event must be disclosed upon the application form.*
2. *A floor plan of the designated licensed premises must be submitted along with the application form. There must be a well-defined premises, i.e., a building, a tent, an enclosure, a fenced area, or roped off area. The exact area from which alcoholic beverages shall be dispensed must be listed on the floor plan. Areas where minors will be present must be so designated on the plans. No minors shall be allowed within the area where alcoholic beverages are dispensed.*



2020 GUIDELINES FOR REQUESTING/APPROVAL OF ALCOHOL SALES WITH APPROVED EVENT PERMIT

3. *Consumption of alcoholic beverages shall take place on the licensed premises only. There shall be **NO** carry-out privileges.*
4. *Each applicant must designate an individual to be responsible for the event. Such person shall possess an employee's permit and shall be available to the Excise Police during the event.*
5. *An Excise Officer has the authority to revoke approval of a catered event before or during the event for good cause.*
6. *The event must meet applicable Department of Health sanitation requirements, particularly with regard to restroom facilities.*
7. *All applications should be received a full fifteen (15) days prior to the event.*
8. *If the catered event is open to the public, the applicant shall notify the local law enforcement agency responsible for the area in which the catered function is held. The Excise Police may ask for proof of notification to local police which may be demonstrated by a copy of a letter, a "log" entry by the police department, or other means deemed as an appropriate authentication.*
9. *The wholesaler servicing a supplemental caterer may deliver alcoholic beverages directly to the location of the catered event if the supplemental caterer has his letter of authority posted at that location.*
10. *A supplemental caters permit is to be used for a specific off premises function of event and not for a permittee to use any adjoining or remote facilities to enlarge or enhance his own business enterprises.*



2020 PARK SPECIAL EVENT/TRAIL EVENT PERMIT APPLICATION PROCESS

Overview

A Special Event Permit is required if your gathering has any of the following elements:

- 100 or more participants
- Any advertising or sponsorship activities
- Selling and/or distributing food, goods or merchandise (this includes classes or boot camps)
- Admission
- Tents
- Inflatables
- Stages
- Walk/Run/Parade
- Specific location reservations

To download the 2020 application forms for:

- Park Special Event Permit
- Trail Event Permit
- Alcohol Guidelines
- Mobile Stage Rentals

Go to: <https://bloomington.in.gov/parks/rentals/mobile-stages>

Permit Process

1. Choose a specific location and date for your event. You are encouraged to choose an alternative location and/or date in the event that your first choice is not available. If you are unsure whether or not a permit is required for your event, please email marlerh@bloomington.in.gov.
2. Complete all sections of the Bloomington Parks and Recreation Department (BPRD) Event Permit Application. The BPRD will not consider your submittal if the application is incomplete and does not include the \$25 application fee. Applications may be submitted by U.S. mail, delivery in person, or email. If submitting by e-mail please call with credit card information. Submittal of an application does not grant you a permit or confirmation to conduct your planned event; all applications are subject to approval of the BPRD. Completed applications with appropriate fees and requested documentation and/or additional information must be submitted at least six weeks prior to your event; otherwise, applications will be denied or late fees may apply.

NOTE: Only applications delivered in person to 401 N. Morton St., Suite 250 will be processed beginning January 3, 2020 beginning at 8:00 a.m.. Applications submitted by mail or e-mail, and all applications received prior to 8:00 a.m. on January 3, 2020 will not be processed until the following Monday. ONLY completed applications submitted with the \$25 application fee will be processed.



2020 PARK SPECIAL EVENT/TRAIL EVENT PERMIT APPLICATION PROCESS

3. The BPRD processes applications for permits in order of receipt. The BPRD will not consider your submittal without a completed application and a \$25 application fee.
4. Upon receiving your completed application and \$25 application fee, the BPRD will contact you to inform you of the status of your application. You will be informed of any remaining fees that must be paid along with any additional documentation requirements (i.e. certificate of insurance). The BPRD reserves the right to require additional information or documentation regarding the applicant, applicants company, sponsoring company/organization, cosponsors, event participants, event vendors, event activities, or the event itself. Moreover, the BPRD may postpone approval of event permits until receipt of additional requested information or documentation. Failure to submit requested information or documentation in a timely manner may be cause for denial of a park permit.
5. Insurance: During the performance of any and all Services under this Agreement, permit applicant 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.

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 City, and the officers, employees and agents of each shall be named as an additional insured 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 affected by the City will be called upon to contribute to a loss hereunder.

6. Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is the applicant's responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317) 232-2222 or online at <https://www.in.gov/dhs/2795.htm>.
7. Applicants are required to inform the BPRD in writing of any and all amendments to the original application prior to the event day.
8. Once all of the BPRD requirements have been fulfilled, including receipt of all documents and full payment, a Special Event Permit will be issued.
9. **NOTE:** Costs incurred promoting and marketing events prior to the issuance of an approved Special Event Permit, and changes/modifications relative to the event from the



2020 PARK SPECIAL EVENT/TRAIL EVENT PERMIT APPLICATION PROCESS

BPRD and/or other City of Bloomington departments is at the sole expense and risk of the Event Organizer.

10. Submit the completed Special Event Permit along with the \$25 application fee to:
Bloomington Parks and Recreation
ATTN: Hsiung Marler
401 N. Morton St., Suite 250
Bloomington, IN 47402

2020 Application, Agreement and Guidelines for Park Special Event Permits

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your special event. We look forward to having you in the park and ask that you follow these rules to ensure that your event goes smoothly and that park resources are protected. Failure to comply with these rules could result in the partial or total loss of your damage deposit. Best wishes for a safe and successful event!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least six weeks prior to your event. Submitting this Event Permit Application is not a confirmation to conduct your planned event. Your application will be processed and you will receive notice of approval or rejection within two weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park for the events described herein.

ALL APPLICATIONS MUST BE COMPLETE AND INCLUDE THE FOLLOWING TO BE ACCEPTED

- | | |
|--|--|
| <input type="checkbox"/> Application for Park Event Permit | <input type="checkbox"/> Event Site Plan |
| <input type="checkbox"/> Application Fee \$25/non-refundable | <input type="checkbox"/> Event Agenda/Activities |

Rental/Permit Fees and Damage Deposits and Certificate of Insurance:

Damage deposits, rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Event date will only become final once all payment(s) have been received.

Checks should be made payable to City of Bloomington and dropped off or mailed to:
Bloomington Parks and Recreation
ATTN: Hsiung Marler
401 N. Morton St., Suite 250
Bloomington, IN 47402



2020 PARK SPECIAL EVENT/TRAIL EVENT PERMIT APPLICATION PROCESS

Damage Deposit:

BPRD will return deposits within 30 days after the event. BPRD will issue the refund if the rented area is found to be in the same condition prior to the event. Otherwise, the Department will confirm in writing how it had to use the deposit (or a portion of it) to clean the area and repair any damage.

Refunds:

The City of Bloomington Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 15 days before the event will result in the forfeiture of the entire rental fee as well as the damage deposit. Refunds will not be issued due to inclement weather.

Insurance:

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

- General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- 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 City, and the officers, employees and agents of each shall be named as an additional insured 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 affected by the City will be called upon to contribute to a loss hereunder.

Amusement and Entertainment Permits:

Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317) 232-2222 or online at <https://www.in.gov/dhs/2795.htm>.



2020 PARK SPECIAL EVENT/TRAIL EVENT PERMIT APPLICATION PROCESS

Runs/Walks/Parade approvals:

1. All routes that include city streets must first receive a parade permit from the Bloomington Police Department (Scott Oldham, 812-349-3309). Upon receiving approval, all applicants must then:
 - a. Contact the Department of Economic and Sustainable Development for any street closure approvals at 812-349-3418.
 - b. **NOTE:** If use of park land or facilities is requested, applicants must turn in an event permit application or trail event permit application to the Parks and Recreation Department after successfully completing the above mentioned steps. Contact Hsiung Marler marlerh@bloomington.in.gov with questions.

Meeting:

Once the application has been approved, BPRD staff will contact the applicant to determine if a planning meeting is necessary. If deemed necessary, this meeting will be mandatory to work out all the details of the event.

You are responsible for scheduling a “walk-through” of your event with park staff to review your site plan. This should take place once the application has been approved and no less than two weeks prior to the date of your event. The purpose of the walk-through is to make you completely aware of all site guidelines and to answer any additional questions you may have. Contact Hsiung Marler marlerh@bloomington.in.gov.

Vehicles and Parking:

Vehicles are not allowed on Park property (other than streets and parking areas) without prior written approval. Failure to comply with this guideline will result in a loss of deposit. Parking is permitted in designated park parking lots.

Food and Drink:

Alcohol is not permitted in any park. Absent explicit consent from the Director of Parks and Recreation and the Park Board of Commissioners, consumption of alcoholic beverages in parks is prohibited. Persons observed consuming alcohol in violation of any law, regulation, ordinance or rule are subject to arrest. Any rental group given explicit consent to consume alcoholic beverages in the park must do so in compliance with all state and federal regulations. In addition to state and federal regulations, groups must also employ security to be present during the entire event at which alcohol is to be served. To request the guidelines for requesting approval of alcohol sales, contact Hsiung Marler marlerh@bloomington.in.gov.

Non-catered events serving food or beverages must place a protective material around serving areas to prevent staining and/or the contamination of Park grounds. Monroe County Health Department requirements apply for any groups planning to sell food.



2020 PARK SPECIAL EVENT/TRAIL EVENT PERMIT APPLICATION PROCESS

Grilling in parks is only allowed where grills have been permanently installed by the Parks Department. Personal grills of any kind are not permitted. The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit. Fire-pits are not allowed.

Trash Removal/Recycling:

You are responsible for securing additional receptacles or having your trash hauled away if park containers won't accommodate the needs for your event. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after an event for park staff to remove. You are responsible for providing trash bags and any additional trash receptacles as needed. Trash that is not disposed of properly or overfills a receptacle may result in a loss of deposit. Dumpsters are to be placed in designated areas or as approved by park staff. You are responsible for taking any recycling to the recycle center.

Portable Toilets:

You are responsible for securing the appropriate number of portable toilets for your event (1 per 500 attendees). They should be delivered at the latest date and time possible prior to your event and removed from Park property no more than 24 hours after your event ends. BPRD takes no responsibility for any damage to portable toilet prior to removal. Portable toilets are to be placed in designated areas or as approved by park staff. If portable toilets require hoses for a water source, the vendor must supply the hose.

Tents/Displays:

Bloomington Parks and Recreation is not responsible for any tents or items set up for your event. You are responsible for scheduling security to watch over your area. Staking tents is not permitted without approval. You are responsible for contacting the Parks Operation Department (Mark Marotz 812-349-3498) to confirm the location of irrigation lines before any tent is staked. It is the responsibility of the renter to contact Indiana 811 (800-382-5544) to locate any utility lines prior to staking any tents in any parks. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides.

Child Supervision:

If children under the age of 18 are part of the event, it is your responsibility to provide adequate supervision.

Safety:

The possession of alcoholic beverages, drugs and other illegal controlled substances is prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.



2020 PARK SPECIAL EVENT/TRAIL EVENT PERMIT APPLICATION PROCESS

The individual or group is totally responsible for the behavior and actions of those individuals attending their event and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

Copyright:

It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

Noise Permits:

It is the responsibility of the applicant to secure proper noise permits from the Department of Public Works. Applicants can call 812-349-3410 for additional information.

Violations:

Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures; BPRD retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement. Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs) excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other park premises is prohibited.



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

Date of Application: _____

Date of Proposed Event: _____

Description of Event: _____

APPLICATIONS MUST BE COMPLETE AND INCLUDE THE FOLLOWING

- | | |
|--|--|
| <input type="checkbox"/> Application for Rental Agreement | <input type="checkbox"/> Event Site Plan |
| <input type="checkbox"/> Application Fee \$25/non-refundable | <input type="checkbox"/> Event Agenda/List of Activities |

Note:

- Park and trail operating hours are 5am to 11pm.
- Permit applications must be submitted to the Department at least **six weeks prior** to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department.
- An application for Special Use shall not become a permit until it has been approved and signed by the Department. Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Applicant Information

Contact Name: _____

Contact Phone: _____ Mobile Phone: _____

Title/Position: _____

Organization: _____

Address: _____

City, State, Zip: _____

Contact Email Address: _____

Organization Email and URL: _____

Organization Phone Number: _____

Event Information

Name of Event: _____

Type of Organization:

- | | | | | |
|---------------------------------------|-------------------------------------|--------------------------------------|---------------------------------------|--|
| <input type="checkbox"/> Governmental | <input type="checkbox"/> Non-Profit | Tax ID# _____ | <input type="checkbox"/> Private User | |
| Type of Event: | <input type="checkbox"/> Concert | <input type="checkbox"/> Cultural | <input type="checkbox"/> Reunion | <input type="checkbox"/> Entertainment |
| | <input type="checkbox"/> Fundraiser | <input type="checkbox"/> Parade | <input type="checkbox"/> Sports | <input type="checkbox"/> Walk/ Run |
| | <input type="checkbox"/> Festival | <input type="checkbox"/> Public Info | <input type="checkbox"/> Other _____ | |



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

NOTE: All Events: A map detailing placement of event (site map) will be required for all events. GIS maps are available on line at <http://bloomington.in.gov/maps/>. A copy of your proposed route must be attached to this application. If you are requesting that any public street be partially closed/blocked off, contact the City of Bloomington Economic and Sustainable Development Department 812-349-3700.

1. Is this event open to the public? ☐ Yes ☐ No

2. Event Description: _____

3. Requested date(s) and time(s) for event:

Event Activity	Setup Date/Time	Event Starting Date/Time	Event Ending Date/Time	Dismantle Complete Date/Time

4. Is there a designated date for inclement weather? (rain date) ☐ Yes ☐ No

If yes, date _____

5. Total number of anticipated participants (i.e. volunteers, spectators, participants, etc.):

Total: _____ Peak Attendance: _____ at time: _____

6. Requested Event Location: Park Name _____

7. Facilities in Park (e.g. shelter, park, grounds, etc.) _____

If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc.

8. How do you plan to publicize this proposed event? _____

If available, please attach a copy of the proposed publicity plan or flyer. Please list event website if available.

NOTE: DO NOT PRINT FOR PUBLICATION UNTIL YOUR EVENT IS APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION.

9. Will any signs, banners or flyers be hung or posted? ☐ Yes ☐ No

If yes, describe the proposed locations of the banners, etc. _____

NOTE: Due to city ordinances regarding signage, additional permission may be required to hang banners/signs in advance of the event. Contact the City of Bloomington Planning Department at 812-349-3423.



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

10. Do you plan to erect temporary structures such as tents, booths, tables, etc. for this event?

☐ Yes ☐ No

a. If yes, describe the proposed locations of the banners, etc.

Item	Size	Quantity

NOTE: Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides.

b. If contracting with a company that will be providing any of the above, list information below:

Company Name: _____ Contact Person: _____
 Address: _____ Telephone Number: _____

Company Name: _____ Contact Person: _____
 Address: _____ Telephone Number: _____

11. Does your event require an Indiana Department of Homeland Security Amusement & Entertainment Permit? ☐ Yes ☐ No

NOTE: It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317) 232-2222 or online at <https://www.in.gov/dhs/2795.htm>.

12. Please list accommodations you are providing for persons with special needs: (parking, transportation, accessibility) _____

13. Will donations/contributions be accepted during this event? ☐ Yes ☐ No

a. If yes, please explain how these donations will be generated or collected.

14. Will there be an admission charge to attend/participate? ☐ Yes ☐ No

a. If yes, Type Fee(s): _____ Fee Amount: _____



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

15. Do you plan to sell, distribute or give away refreshments and/or merchandise

(i.e. food, beverage, T-shirts, CD's, Art, etc.)?

☐ Yes

☐ No

a. If yes, List Type and Number of Booths:

Type	Quantity

NOTE: Bloomington Parks and Recreation will charge a \$25.00- \$35.00 vending fee for each vendor/booth selling food/merchandise and/or any admissions charges or monies collected while on park property.

NOTE: A temporary Food permit must be obtained from the Monroe County Health Department if you are planning to sell food (i.e. hot dogs, nachos, candy, etc.). Any non-profit organization must show proof of non-profit status when applying for permit. For more information, contact the Monroe County Health Department at 812-349-2543. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

16. Do you plan to sell or distribute alcohol?

☐ Yes

☐ No

a. If yes, explain: _____

NOTE: Alcohol sales in City-owned parks, trails, and spaces require the approval of the Board or Parks Commissioners and the Director of Parks and Recreation. Please see the "2020 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit.

17. Will there be displays, literature, or other types of solicitation?

☐ Yes

☐ No

18. Are you providing additional portable toilets for your event?

☐ Yes

☐ No

a. If yes, how many? _____ Location (show on map): _____

NOTE: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.

b. Do you request restrooms access at the Allison-Jukebox Community Center?

☐ Yes ☐ No

NOTE: There is a minimum charge of \$35/hr to open the Allison-Jukebox for restroom use. For other uses of the Alison Jukebox Community Center additional fees apply.

c. Do you request restrooms access at the Switchyard Park Pavilion? ☐ Yes ☐ No

NOTE: There is a minimum charge of \$35/hr to open the Switchyard Park Pavilion for restroom use. For other uses of the Switchyard Park Pavilion additional fees apply.



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

19. Please describe how you plan to remove trash from the event site:

Person Responsible: _____

Contact Number: _____ Relationship to Organization: _____

Security/Safety:

20. What are you plans for severe weather?

21. Do you have a scheduled rain date or location? ☐ Yes ☐ No

a. If yes, please list: _____

22. Who will be the on-site person responsible for making weather/emergency decisions?

In the event of an emergency at your event, please notify Bloomington Parks and Recreation 812-349-3742 or marlerh@bloomington.in.gov within 24 hours of the emergency.

Contact Person: _____ Contact Phone Number: _____

23. What are your plans for providing security, traffic and/or crowd control:

Contact Person: _____ Contact Phone Number: _____

24. What are your parking plans? Overflow Parking?

25. What are your plans for providing emergency/medical services?

Event Entertainment:

26. Do you plan on providing musical entertainment for this event? ☐ Yes ☐ No

a. If yes, describe: _____

27. Will any type of sound amplifying equipment or devices be used in conjunction with this event? ☐ Yes ☐ No

a. If yes, describe:

Type	Quantity

b. If musical entertainment is used, please list contact information for sound technicians:

Contact Person: _____

Company Name: _____ Contact Phone Number: _____



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

NOTE: The sponsoring organization's Event Coordinator must comply with all City of Bloomington's Ordinances regarding acceptable noise levels. (Please refer to the City's Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is the event organizer's/applicant's responsibility to be in compliance with all federal and state copyright laws.

28. Do you plan to provide other entertainment for this event? ☐ Yes ☐ No

a. If yes, attach planned program: _____

29. Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event? ☐ Yes ☐ No

30. Are you providing a generator as a power source? ☐ Yes ☐ No

31. Electrical Needs: _____

32. Do you plan on grilling? ☐ Yes ☐ No

NOTE: Grilling in parks is only allowed where grills have been permanently installed by the Parks Department. Personal grills of any kind are not permitted. The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit. Fire-pits are not allowed.

33. Are there any special provisions pertaining to your event that have not been addressed on this application? ☐ Yes ☐ No

a. If yes, please list: _____

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully:

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Signature

Date

Due with Application

☐ Application Fee: \$25/non-refundable

\$ _____



2020 TRAIL USE SPECIAL EVENT PERMIT

Date of Application: _____

Date of Proposed Event: _____

Description of Event: _____

APPLICATIONS MUST BE COMPLETE AND INCLUDE THE FOLLOWING

- ☐ Application for Trail Use Special Event Permit ☐ Event Site Plan
☐ Application Fee \$25/non-refundable ☐ Event Agenda/List of Activities

Note:

- Park and trail operating hours are 5am to 11pm.
- Permit applications must be submitted to the Department at least **six weeks prior** to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department.
- An application for Special Use shall not become a permit until it has been approved and signed by the Department. Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Applicant Information

Contact Name: _____

Contact Phone: _____ Mobile Phone: _____

Title/Position: _____

Organization: _____

Address: _____

City, State, Zip: _____

Contact Email Address: _____

Organization Email and URL: _____

Organization Phone Number: _____

Event Information

Name of Event: _____

Type of Organization:

- ☐ Governmental ☐ Non-Profit Tax ID# _____ ☐ Private User
- Type of Event: ☐ Concert ☐ Cultural ☐ Reunion ☐ Entertainment
 ☐ Fundraiser ☐ Parade ☐ Sports ☐ Walk/Run
 ☐ Festival ☐ Public Info ☐ Other _____



2020 TRAIL USE SPECIAL EVENT PERMIT

NOTE: All Events: A map detailing placement of event (site map) will be required for all events. GIS maps are available on line at <http://bloomington.in.gov/maps/>. A copy of your proposed route must be attached to this application. If you are requesting that any public street be partially closed/blocked off, contact the City of Bloomington Economic and Sustainable Development Department 812-349-3700.

1. Is this event open to the public? ☐ Yes ☐ No
2. Event Description: Please explain and attach a detailed copy of your route map and planned activities.) _____
3. Requested route along the trail: _____
 - a. If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc.
4. Requested date(s) and time(s) for event:

Event Activity	Setup Date/Time	Event Starting Date/Time	Event Ending Date/Time	Dismantle Complete Date/Time

5. Is there a designated date for inclement weather? (rain date) ☐ Yes ☐ No
If yes, date _____
6. Total number of anticipated participants (i.e. volunteers, spectators, participants, etc.):
Total: _____ Peak Attendance: _____ at time: _____
7. Is this a first time event for you or the sponsoring organization at this location? ☐ Yes ☐ No
(a) If not how does this event differ from (a) similar event(s) in previous years(s)? _____
(b) Attendance totals for previous event: Daily _____ Overall _____
8. How do you plan to publicize this proposed event? _____
If available, please attach a copy of the proposed publicity plan or flyer. Please list event website if available.

NOTE: DO NOT PRINT FOR PUBLICATION UNTIL YOUR EVENT IS APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION.

9. Will any signs, banners or flyers be hung or posted? ☐ Yes ☐ No
If yes, describe the proposed locations of the banners, etc. _____

NOTE: Due to city ordinances regarding signage, additional permission may be required to hang banners/signs in advance of the event. Contact the City of Bloomington Planning Department at 812-349-3423.



2020 TRAIL USE SPECIAL EVENT PERMIT

10. Do you plan to erect temporary structures such as tents, booths, tables, etc. for this event?

☐ Yes ☐ No

a. If yes, describe the proposed locations of the banners, etc.

Item	Size	Quantity

NOTE: Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides.

b. If contracting with a company that will be providing any of the above, list information below:

Company Name: _____ Contact Person: _____

Address: _____ Telephone Number: _____

Company Name: _____ Contact Person: _____

Address: _____ Telephone Number: _____

11. Please list accommodations you are providing for persons with special needs: (parking, transportation, accessibility) _____

12. Will donations/contributions be accepted during this event? ☐ Yes ☐ No

a. If yes, please explain how these donations will be generated or collected.

13. Will there be an admission charge to attend/participate? ☐ Yes ☐ No

a. If yes, Type Fee(s): _____ Fee Amount: _____

14. Do you plan to sell, distribute or give away refreshments and/or merchandise

(i.e. food, beverage, T-shirts, CD's, Art, etc.)? ☐ Yes ☐ No

a. If yes, List Type and Number of Booths:

Type	Quantity

NOTE: Bloomington Parks and Recreation will charge a \$25.00- \$35.00 vending fee for each vendor/booth selling food/merchandise and/or any admissions charges or monies collected while on park property.

NOTE: A temporary Food permit must be obtained from the Monroe County Health Department if you are planning to sell food (i.e. hot dogs, nachos, candy, etc.). Any non-profit organization must show proof of non-profit status when applying for permit. For more



2020 TRAIL USE SPECIAL EVENT PERMIT

information, contact the Monroe County Health Department at 812-349-2543. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

15. Do you plan to sell or distribute alcohol? ☐ Yes ☐ No

a. If yes, explain: _____

NOTE: Alcohol sales in City-owned parks, trails, and spaces require the approval of the Board or Parks Commissioners and the Director of Parks and Recreation. Please see the "2020 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit.

16. Will there be displays, literature, or other types of solicitation? ☐ Yes ☐ No

17. Are you providing additional portable toilets for your event? ☐ Yes ☐ No

a. If yes, how many? _____ Location (show on map): _____

NOTE: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.

18. Please describe how you plan to remove trash from the event site:

Person Responsible: _____

Contact Number: _____ Relationship to Organization: _____

NOTE: Each organization will be responsible for cleaning the site and bagging all trash. Bagged trash (10 bag maximum) that is placed by a park trash receptacle will be removed by the BPRD at no extra cost. Failure to clean the site and bag the trash may result in the reduction or loss of your security deposit. If an event is deemed large enough to produce more than the 10 bag maximum it will be the event organizers'/applicant's responsibility to obtain additional trash receptacles and/or dumpsters for removal of trash. Overfill of park trash receptacles will also result in the loss of deposit.

Security/Safety:

19. What are you plans for severe weather?

20. Do you have a scheduled rain date or location? ☐ Yes ☐ No

a. If yes, please list: _____

21. Who will be the on-site person responsible for making weather/emergency decisions?

In the event of an emergency at your event, please notify Bloomington Parks and Recreation 812-349-3742 or marlerh@bloomington.in.gov within 24 hours of the emergency.



2020 TRAIL USE SPECIAL EVENT PERMIT

Contact Person: _____ Contact Phone Number: _____
22. What are your plans for providing security, traffic and/or crowd control:

Contact Person: _____ Contact Phone Number: _____
23. What are your parking plans? Overflow Parking?

24. What are your plans for providing emergency/medical services?

Event Entertainment:

25. Do you plan on providing musical entertainment for this event? ☐ Yes ☐ No
a. If yes, describe: _____

26. Will any type of sound amplifying equipment or devices be used in conjunction with this event? ☐ Yes ☐ No

a. If yes, describe:

Type	Quantity

b. If musical entertainment is used, please list contact information for sound technicians:

Contact Person: _____

Company Name: _____ Contact Phone Number: _____

NOTE: The sponsoring organization's Event Coordinator must comply with all City of Bloomington's Ordinances regarding acceptable noise levels. (Please refer to the City's Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is the event organizer's/applicant's responsibility to be in compliance with all federal and state copyright laws.

27. Do you plan to provide other entertainment for this event? ☐ Yes ☐ No
a. If yes, attach planned program: _____

28. Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event? ☐ Yes ☐ No

29. Are you providing a generator as a power source? ☐ Yes ☐ No

30. Electrical Needs: _____

31. Are there any special provisions pertaining to your event that have not been addressed on this application? ☐ Yes ☐ No

a. If yes, please list: _____



2020 TRAIL USE SPECIAL EVENT PERMIT

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully :

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Signature

Date

Due with Application

☐ Application Fee: \$25/non-refundable

\$ _____



2020 TRAIL USE SPECIAL EVENT PERMIT

**To be completed by Bloomington Parks and Recreation Staff.
Renters will receive an invoice for the total amount due.**

Fees, Charges and Deposits Schedule:

- ☐ Permit Fee: \$150/day \$ _____
- ☐ Deposit: \$75/day/refundable \$ _____
- ☐ Vending: \$25-\$35/day per vendor selling food/merchandise/
fundraising \$ _____
- ☐ Set-up Fee: 50% of base event day rent per day \$ _____
This fee will be charged for any set up that is done prior to the day of
the event.
- ☐ Tear-down Fee: 50% of base event day rent per day \$ _____
This fee will be charged for any equipment, rental or personal, left on
park property. (Incl. Sundays)
- ☐ Other staffing charges: \$20-\$30/hour \$ _____
- ☐ Vending: \$25-\$35/day per vendor selling \$ _____
food/merchandise/fundraising
- ☐ Misc. (additional charges as deemed necessary due to the size and \$ _____
scope of event and impact on park/facility)

PARK USE ONLY

Date Received: _____ **Fees Charged:** _____
Partnership: _____ **Parks Event:** _____ **Permit #:** _____

Scheduled for Special Use Meeting Date: _____ **Approved:** _____
City of Bloomington contact person: _____
Telephone Number: _____ **E-mail:** _____



STAFF REPORT

Agenda Item: C-7
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson- Community Events Manager
DATE: December 10, 2019
SUBJECT: REVIEW/APPROVAL OF ADDENDUM TO SERVICE CONTRACT WITH KINGSNAKE SOUND, INC.

Recommendation

Staff recommends approval of an addendum to the service contract with Kingsnake Sound, Inc for sound engineering at Community Events in 2019.
Funding Source: 200-18-186500-53730.

Background

The original contract was brought to the Board of Park Commissioners in January of this year. At this time the contract was for sound engineering at several planned Community Events at a total of \$1625. We exceeded this amount with the need for sound engineering at the Switchyard Park Grand Opening. The addendum was for \$500 for a new contract total of \$2125.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, which appears to read "Leslie Brinson". The signature is fluid and cursive.

Leslie Brinson, Community Events Manager

**ADDENDUM
TO
AGREEMENT FOR SERVICES**
(Entered in this ____ day of _____, 2019)

WHEREAS, on January 22, 2019 the City of Bloomington Department of Parks and Recreation (the "Department") entered into an Agreement ("Agreement") with Kingsnake Sound ("Consultant") to provide sound equipment and sound engineering at a variety of community events; and

WHEREAS, the Department wishes to expand scope of work to include additional programming needs; and

WHEREAS, the Department wishes to extend the schedule through December 31, 2019, to provide the required additional time; and

WHEREAS, as a result of modification to the original Scope of Services and Schedule the compensation amount will be increased by Five Hundred Dollars and Zero Cents (\$500.00); and

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

WHEREAS, pursuant to Article 26 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. Scope: To amend the Agreement to reflect changes in services shown in the Consultant Scope of Work, Exhibit A. Exhibit A is attached hereto and incorporated into this Addendum I to the Agreement. Original agreement is attached hereto and incorporated as Exhibit B.

Article 2. Term: To modify Article 6, Schedule, of the Agreement to state:
"Contractor shall perform the Services no later than December 31, 2019. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties."

Article 3. Compensation: The Department shall pay Consultant for the Services, for all fees and expenses in an amount not to exceed Two Thousand One Hundred and Twenty-Five Dollars and Zero Cents (\$2,125).

Article 4. Modification: Any other modification to said 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

Paula McDevitt, Director
Parks and Recreation Department

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

Philipa Guthrie, Corporate Council

KINGSSNAKE SOUND

Chris Ramsey

Title of Contractor Representative

EXHIBIT “A”
Addition to Scope of Work

Additional work for the project shall include the sound engineering at the Switchyard Park Grand Opening and the repair of Community Events sound equipment.

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND KINGSLAKE SOUND COMPANY

This Agreement, entered into on this 22 day of April, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and KingSnake Sound Company ("Consultant").

Article 1. Scope of Services Consultant shall provide sound engineering services and equipment for community events hosted by Bloomington Parks and Recreation (the "Services"). 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 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 Crystal Ritter 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 One Thousand Six Hundred Twenty Five Dollars (\$1625). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Crystal Ritter, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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 according to the following schedule ("Schedule"):

Sunday, April 28th- Bloomington Street Fair on Kirkwood Ave. between Indiana Ave. and Washington St.
Saturday, May 24th- Summer Sampler event in Bryan Park, 1020 S Woodlawn Ave
August- Bloomington Symphony Orchestra Concert in Waldron, Hill and Buskirk Park, 331 S Washington St
October- Bloomington Pumpkin Launch at the Monroe County Fairgrounds, 5700 W Airport Rd
Saturday, November 30th- Holiday Market at Bloomington's City Hall, 401 N. Morton St.

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

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to 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 \$2,000,000 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: Crystal Ritter, 401 N. Morton, Bloomington, IN 47402. Consultant: KingSnake Sound Company. 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.

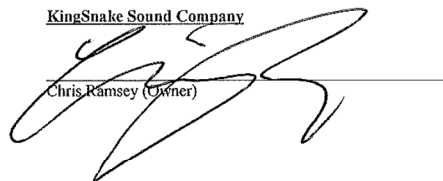
Article 24. Non-Collusion Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an 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.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

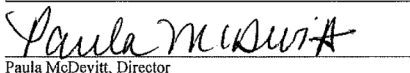
CITY OF BLOOMINGTON

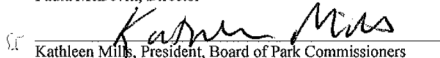

Philippa M. Guthrie, Corporation Counsel

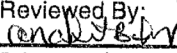
KingSnake Sound Company


Chris Ramsey (Owner)

CITY OF BLOOMINGTON PARKS AND RECREATION



Paula McDewitt, Director


Kathleen Mills, President, Board of Park Commissioners

CITY OF BLOOMINGTON Legal Department Reviewed By:  DATE: 01-03-2019

CITY OF BLOOMINGTON
Controller

Reviewed by:


DATE: 1-2-19
FUND/ACCT: 24



STAFF REPORT

Agenda Item: C-8
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson- Community Events Manager
DATE: December 10, 2019
SUBJECT: REVIEW/APPROVAL OF ADDENDUM TO SOUTHSIDE RENTAL CONTRACT

Recommendation

Staff recommends review/ approval of an Addendum to the Mid-Service contract with Southside Rentals for the rental of tents and event equipment rentals.

Funding Source: 200-18-181100-53990= \$596.48
200-18-186500-53990= \$223.52

Background

The original contract was brought to the Board of Park Commissioners in August of this year. At this time the contract was for the rental of tents for the 4th of July Parade and the Holiday Market. We exceeded the amount on the contract with the additional supplies needed for the Switchyard Park Grand Opening. The contract has been adjusted by \$820 for a new total of \$4520.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, which appears to read "Leslie Brinson". The signature is fluid and cursive.

Leslie Brinson, Community Events Manager

**ADDENDUM
TO
AGREEMENT FOR SERVICES**
(Entered in this ____ day of _____, 2019)

WHEREAS, on May 21, 2019 the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Southside Rentals (“Consultant”) to provide tents and a variety of rental equipment for community events; and

WHEREAS, the Department wishes to expand scope of work to include additional programming needs; and

WHEREAS, the Department wishes to extend the schedule through December 31, 2019, to provide the required additional time; and

WHEREAS, as a result of modification to the original Scope of Services and Schedule the compensation amount will be increased by Eight Hundred Twenty Dollars and Zero Cents (\$820); and

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

WHEREAS, pursuant to Article 26 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. Scope: To amend the Agreement to reflect changes in services shown in the Consultant Scope of Work, Exhibit A. Exhibit A is attached hereto and incorporated into this Addendum I to the Agreement. Original agreement is attached hereto and incorporated as Exhibit B.

Article 2. Term: To modify Article 6, Schedule, of the Agreement to state:
“Contractor shall perform the Services no later than December 31, 2019. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.”

Article 3. Compensation: The Department shall pay Consultant for the Services, for all fees and expenses in an amount not to exceed Four Thousand Five Hundred Nineteen Dollars and Fifty-One Cents (\$4519.51).

Article 4. Modification: Any other modification to said 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

Paula McDevitt, Director
Parks and Recreation Department

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

Philipa Guthrie, Corporate Council

SOUTHSIDE RENTALS

Chris Hoke

Title of Contractor Representative

EXHIBIT “A”
Addition to Scope of Work

Additional work for the project shall include the rental of lights for the outdoor tents at the Holiday Market and the rental of pipe and draping, patio heaters, stage skirting, red carpet and stanchions for the Switchyard Park Grand Opening.

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SOUTSIDE RENTAL
FOR
4TH OF JULY PARADE AND HOLIDAY MARKET**

This Agreement, entered into on this 21 day of May, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Southside Rental ("Consultant"),

WITNESSETH:

WHEREAS, the Department wishes to rent tables, chairs, stage risers, tents and accompanying equipment to assemble and secure items; and

WHEREAS, the Department requires the services of a professional consultant in order to provide, delivery, set up, take down and remove the rented tables, chairs, stage risers, and tents (the "Services" as further defined below); and

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

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

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. 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 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 Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Bill Ream 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 expeditiously as is 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 thousand seven hundred (\$3,700). Consultant 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 Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Bill Ream
City of Bloomington Parks and Recreation
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

Consultant 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 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 10 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. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant 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 Consultant 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 Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant 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 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 12. 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 13. 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 14. 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. 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.

Consultant 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 Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant 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

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 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 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 19. Third Party Rights

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

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

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 22. 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 23. 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 C, affirming that Consultant 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.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant 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 Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

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 24. Notices

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

Department:

Consultant:

City of Bloomington Parks and Recreation	Southside Rental
Attn: Bill Ream	Attn: Chris Hoke
401 N. Morton, Suite 250	1717 S. Walnut Street
Bloomington, Indiana 47402	Bloomington, IN 47401

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

Article 25. Intent to be Bound

The Department and Consultant 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 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 27. Non-Collusion

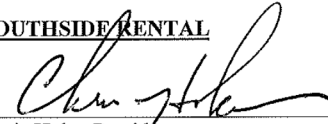
Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone 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 D, affirming that Consultant 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


Philippa M. Guthrie, Corporation Counsel


SOUTHSIDE RENTAL


Chris Hoke, President

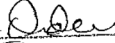

CITY OF BLOOMINGTON PARKS AND RECREATION


Paula McDevitt, Director


Leslie J. Coyne, President
Board of Park Commissioners

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 05-14-19

CITY OF BLOOMINGTON
Controller

Reviewed by: 
DATE:  5/15/19
FUND/ACCT: 200-18-373
390



STAFF REPORT

Agenda Item C-9
Date: 12/6/2019

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: December 10, 2019
SUBJECT: CONCESSIONS AGREEMENT

Recommendation

Staff recommends the approval of the 2020 Concessions Agreement for various events.
Funding Source: 201-18-186500-53270.

Background

We have been using this type of agreement for a few years and it has worked really well and the vendors are always agreeable to the fee. There are no major changes to the agreement for 2020.

Bloomington Parks and Recreation will invite food vendors to sell their products onsite at various events and programs throughout 2020. These vendors will be required to pay the department 10% of their gross sales from the day.

We believe that having food vendors at events adds to the overall experience of the events.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator



CONCESSIONS AGREEMENT

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

WHEREAS, the undersigned, _____
(hereinafter “Concessionaire”) desires to sell concessions at the _____
event held at _____ on the date of _____, 2020 and at
such other times as have been pre-approved by Parks;

NOW, THEREFORE, in consideration for permission from Parks to sell concessions at the
_____ event held at _____ on the date
of _____, 2020 and at such other times as have been pre-approved by Parks, Concessionaire
agrees to the following terms and conditions:

1. Concessionaire shall obtain all necessary permits from the Monroe County Health Department and from any and all other controlling agencies or boards prior to selling concessions.
2. Concessionaire shall abide by federal, state and local laws and ordinances, which pertain to such sales and related activities.
3. This Agreement is for the above date only.
4. Concessionaire agrees to vacate the area by _____ on _____, 2020 and remove all personal items and equipment. Concessionaire must clean litter and debris before leaving, or will be subject to a fine of Fifty Dollars (\$50.00) for violation of Bloomington Municipal Code 6.06.070.
5. Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Department of Parks and Recreation, and its employees, officers, agents and assigns from any and all claims, causes of action, suits, proceedings or demands that may arise from or in any way connected to Concessionaire’s activities under this agreement, which include, but are not limited to, sales of concessions, use of related equipment, and location of the concession stand/trailer. This release, hold-harmless and indemnification includes claims, which may be brought by any third party against the City of Bloomington and its related entities as set forth above. Concessionaire agrees that this release is binding upon him/herself, his/her agents, and his/her heirs, successors and assigns.
6. Concessionaire agrees to pay 10% of their gross sales at the event to Parks for the right to sell on above mentioned date. Fee will be collected at the end of the event before the Concessionaire leaves the site. The Fee is not refundable nor transferable.

7. Concessionaire agrees that this Agreement will be terminated on or before December 31, 2020.
8. In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to court costs and reasonable attorney's fees. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
9. Any notice required by this Agreement shall be made in writing to the addresses specified below:

Bloomington Parks and Recreation:

Concessionaire:

Bill Ream/Other Dept. Representative:

Name: _____

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

Address: _____

Phone Number: _____

Email Address: _____

CONCESSIONAIRE:

Concessionaire Signature

Date

CITY OF BLOOMINGTON PARKS & RECREATION:

Paula McDevitt, Director, Parks & Recreation

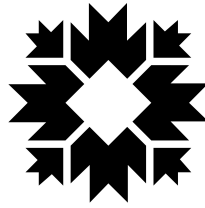
Date

Leslie J. Coyne, President, Board of Park Commissioners

Date

Philippa Guthrie, Corporation Counsel

Date



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item C-10
Date : 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: December 10, 2019
SUBJECT: CONTRACT FOR SERVICES WITH IZZY'S RENTAL

Recommendation

Staff recommends the approval of the contract for services with Izzy's Rentals to rent portable toilets at various events. Total is not to exceed \$2,499.

Funding Sources: 200-18-186500-53730=\$500
200-18-186507-53730=\$500
201-18-186500-53730=\$999
201-18-186503-53730=\$500

Background

We have rented from Izzy's for several years and they are always very reliable and their units are well taken care of.

- . Some of these events include:
- Winter Palooza (January)
 - 4th of July Parade (July)
 - Junk in the Trunk (August)
 - Pumpkin Launch (October)
 - Farm Tours (dates TBD)
 - Other events as needed

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
IZZY'S RENTAL**

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

Article 1. Scope of Services Contractor shall provide rental of portable toilets at various locations for Bloomington Parks and Recreation Department coordinated community events.

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, 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 Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed two thousand four hundred and ninety-nine dollars (\$2,499). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington Parks and Recreation, 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:

As needed for various events

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 Parks and Recreation, Attn: Bill Ream, 401 N. Morton St., Suite 250, Bloomington, IN 47402. Contractor: Izzzy's Rental, Attn: Kevin Kerr 915 South Gore Road Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

CITY OF BLOOMINGTON

IZZY'S RENTAL

Philippa M. Guthrie, Corporation Counsel

Kevin Kerr, Owner

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____.

IZZY'S RENTAL

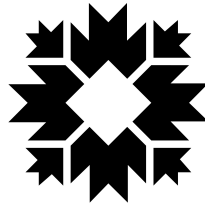
By: _____

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-11
Date 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: December 10, 2019
SUBJECT: CONTRACT FOR SERVICES WITH SKIP DALEY

Recommendation

Staff recommends the approval of the contract for services with Skip Daley.
Funding Source: 201-18-186500-53990=\$1,000.

Background

Skip coordinates and hosts weekly trivia nights at a couple of locations in downtown Bloomington and hosted a historical trivia event for another city department. He comes highly recommended and is very qualified and well-respected.

He will be coordinating and hosting up to 4 trivia events held by the department. He will be creating all of the questions and answers for the events and will be the emcee at the events.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

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

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

Article 1. Scope of Services

Contractor shall create and organize all questions and answers and shall be the host for up to four (4) Department offered trivia events.

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, 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 Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed one thousand dollars (\$1,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington Parks and Recreation, 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:

Saturday February 28, 2020 from 6-9pm and up to 3 more dates/times in 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. 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.

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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 Parks and Recreation, Attn: Bill Ream, 401 N. Morton St., Suite 250, Bloomington, IN 47402. Contractor: Skip Daley 1501 West Edinburgh Road Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President
Board of Park Commissioners

SKIP DALEY

Skip Daley

Date

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____.

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: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson, Program/Facility Coordinator
DATE: December 10th, 2019
SUBJECT: SERVICE AGREEMENT-HARREL FISH, INC.

Recommendation

Staff recommends approval of a service agreement with Harrel Fish, Inc. to provide HVAC maintenance and repairs at the Banneker Community Center and Alison-Jukebox Building. The total contract is for \$4,000.

Funding Sources: 200-18-184500-53610= \$740
200-18-184500-53990= \$800
200-18-187500-52310= \$770
200-18-187500-53610= \$890
200-18-187500-53630= \$800

Background

Banneker and AJB along with other Department facilities have contracted with Harrel Fish, Inc. for many years which have included significant HVAC repairs at both Banneker and AJB within the last two years. This agreement has been increased from 2019 to provide extra support should further repairs be needed. This agreement also have a renewal clause should both parties agree to extend on a yearly basis for up to three years.

RESPECTFULLY SUBMITTED,

Erik Pearson, Program/Facility Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HARREL FISH, INC. (H.F.I.)**

This Agreement, entered into on this 10th day of December, 2020, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrel Fish, Inc ("Contractor").

Article 1. Scope of Services Contractor shall repair, adjust and/or replace heating ventilation and cooling components at the Banneker Community Center and Alison-Jukebox Building ("Services") for a set price of Seventy Eight Dollars (\$78) per hour Monday-Friday 7:00 am-6:00 pm and all other times for an afterhours hourly rate of Ninety Three Dollars (\$93) plus an additional cost for parts and materials. Banneker and Alison-Jukebox staff will give contractors at least (2) two working days' notice on repair. Repairs requiring more immediate action (emergencies) may be billed at an emergency hourly rate of Ninety Three Dollars (\$93). Holiday call-out/double-time hourly rate will be One Hundred and Fourteen Dollars (\$114). Types of HVAC components are: blower motors, thermostats, gas valves, filters, and control boards. Consultant shall provide seasonal inspections of equipment and filter changes. 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 31st, 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 Erik Pearson-Banneker Community Center and/or Amy Shrake-Alison-Jukebox Building as the Department's Project Managers. 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 Dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Erik Pearson-Banneker Community Center or Amy Shrake-Alison-Jukebox Building, 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:

Consultant shall perform the services as needed. HFI is required to perform two maintenance checks per year as well as other repairs 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: Erik Pearson-Banneker Community Center or Amy Shrake-Alison-Jukebox Building, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Harrel Fish, Inc. 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.

Article 25. Renewal

This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

CITY OF BLOOMINGTON

Harrel Fish, Inc. (H.F.I)

Philippa M. Guthrie, Corporation Counsel

Mike Hupp, Vice President

CITY OF BLOOMINGTON PARKS AND RECREATION

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____.

Contractor

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-13
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson, Program/Facility Coordinator
DATE: December 10th, 2019
SUBJECT: SERVICE AGREEMENT-KOORSEN FIRE AND SECURITY

Recommendation

Staff recommends approval of a service agreement with Koorsen Fire and Security to provide fire and security alarm maintenance and repairs at the Banneker Community Center. Total contract is \$2,400. Funding Source: 200-18-187500-52310= \$1,700
200-18-187500-53630=\$700

Background

Banneker has contracted with Koorsen Fire and Security for many years as they perform annual inspections of fire extinguishers, fire alarms and the sprinkler system. Additionally, Koorsen oversees the security alarm system at Banneker and provides quarterly maintenance on those items as well. This agreement features a renewal clause which would allow both parties to agree to extend on a yearly basis up to three years.

RESPECTFULLY SUBMITTED,

Erik Pearson, Program/Facility Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
KOORSEN FIRE AND SECURITY**

This Agreement, entered into on this 10TH day of December, 2019, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Koorsen Fire and Security (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to contract with Koorsen Fire and Security to provide services for the Banneker Community Center; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform fire extinguisher and sprinkler tests, monitor security system, and repair items associated with those 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 December 31st, 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 Erik Pearson as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work,

and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand and Four Hundred Dollars (\$2,400). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Erik Pearson
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		Koorsen Fire and Security
Attn: Erik Pearson		Nate Dobson
401 N. Morton, Suite 250		1131 Air Drive
Bloomington, Indiana 47402		Bloomington, Indiana 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

Article 28. Renewal

This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

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

CITY OF BLOOMINGTON

Koorsen Fire and Security

Philippa M. Guthrie, Corporation Counsel

Nate Dobson, Territory Account Manager

Paula McDevitt, Director
Parks and Recreation Department

Leslie J. Coyne, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Maintaining functional operation of fire alarms, fire extinguishers, and sprinklers within the Banneker Community Center facility through annual tests.

Monitoring alarm system and security and coordinating communication of breaches within that system with Banneker staff.

EXHIBIT B

“Project Schedule”

Bi-monthly monitoring fee for alarm system.

Yearly inspections for fire extinguishers, alarms and sprinkler system.

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____.

Koorsen Fire and 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: _____



STAFF REPORT

Agenda Item: C-14
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: December 10, 2019
SUBJECT: CONSULTANT CONTRACT AGREEMENT
LOWER CASCADES PARK EROSION CONTROL AND RELATED
IMPROVEMENTS – Series GL 977-18-18016d-54510

Recommendation

Staff recommends approval of the consultant contract agreement with Eagle Ridge Engineering at a total cost of \$172,100.

Background

The Parks General Obligation Bond included funding for creek wall erosion improvements (\$630,000) and construction of an accessible boardwalk to the Cascades Park waterfall near the Waterfall shelter (\$68,000). Erosion issues are evident in most areas of Lower Cascades Park and the bond funding will be used to repair some of the more serious areas between the two shelterhouses. Assuming permit approvals from City, State, and Federal regulatory agencies are granted, the conceptual plan is to utilize limestone mill blocks arranged in a tiered pattern to allow more public access to the creek and to stabilize the creek banks in this heavily used area of the park. Design and permitting will be completed in 2020 with construction to begin in early spring 2021.

RESPECTFULLY SUBMITTED,

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

Dave Williams, Operations Director

PROJECT NAME: Cascades Trail Phase 5

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation through the Board of Parks Commissioners (hereinafter referred to as "Board"), and Eagle Ridge Civil Engineering Services, LLC, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide paved or stabilized multiuse path and also to modify the streambank of Cascades Creek to reduce erosion problems; and

WHEREAS, the area to be improved is within the limits between the Sycamore Shelter and the Waterfall Shelter; and,

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of plans and specifications, permitting with State and Federal agencies, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

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

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide design and permit coordination services noted above. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Department of Parks and Recreation officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Dave Williams, Operations Director, Department of Parks and Recreation ("Williams"), to serve as the Board's representative for the project. Williams shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **One Hundred Seventy Two Thousand One Hundred Dollars (\$172,100)**. These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. 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 Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board 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 the 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 Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board 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, Consultant 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 Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant 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 Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. 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 Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (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 Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. 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. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the 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 Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

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

Article 15. 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 required under this Agreement. The Consultant 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 Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board'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 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

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 County Circuit Court, Monroe County, Indiana.

Article 21. 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 employment.

Article 22. 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. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on 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 Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Parks and Recreation Department
Attn: David Williams
401 N. Morton Street, Suite 250
Bloomington, Indiana 47404

Consultant:

Eagle Ridge Civil Engineering Services, LLC
Attn: Brock Ridgway
1321 Laurel Oak Drive
Avon, IN 46123

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

Article 24. Intent to be Bound: The Board and the Consultant 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 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board 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.

Article 26. Verification of New Employee' Employment Status: 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 E, affirming that Consultant 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 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized

alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminated the Agreement, the Consultant or its subconsultant is liable to the Board for actual damages.

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No 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 F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner

City of Bloomington
Board of Park Commissioners

By: _____
Leslie J. Coyne, President

By: _____
Paula McDevitt, Administrator

By: _____
Philippa M. Guthrie, Corporation Counsel

Consultant

Eagle Ridge Civil Engineering Services, LLC

Brock Ridgway, P.E.
Managing Member

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

Provided as separate spreadsheet.

EXHIBIT B COMPENSATION

This project is to be completed and invoiced using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. Each work area has an agreed maximum cost presented below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

BREAKDOWN OF LUMPSUM CONTRACT BY SUBTASKS:

Breakdown by Task		
	<i>Early Coordination / Data Collection</i>	\$ 14,660
	<i>Survey Allowance</i>	\$ 3,675
	<i>Trail Design-Primary</i>	\$ 35,109
	<i>Trail Design - Waterfall</i>	\$ 9,648
	<i>Bridge design</i>	\$ 3,319
	<i>Culvert Extension Design</i>	\$ -
	<i>Streambank Modification Design</i>	\$ 15,198
	<i>Plats and Legal Descriptions</i>	\$ -
	<i>Historian Work</i>	\$ 16,958
	<i>Lighting Design</i>	\$ 4,095
	<i>Permit Coordination</i>	\$ 46,453
	<i>Bidding Support</i>	\$ 8,186
	<i>Construction Support</i>	\$ 11,440
	<i>Project Management</i>	\$ 3,360
	TOTAL:	\$ 172,100

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined on the following schedule:

Senior Project Manager:	\$120 / hour
Project Engineer:	\$ 95 / hour
CADD Technician:	\$ 61.50 / hour
Direct Expenses:	At Cost
Subconsultants:	At Cost + 5%

EXHIBIT C
PROJECT SCHEDULE

MILESTONES	ESTIMATED DATE	COMMENTS
Notice to Proceed	December 2019	
Early Coordination Completed	January 2020	
Submit Preliminary Plans	March 15, 2019	Assumes expedited review period for City
File Preliminary Permit Applications	May 2020	
Preliminary Stakeholder and Public Meetings Complete	July 2020	
Permit Applications Completed	Estimated November 2020	
Submit Draft Final Plans	November 2020	Assumes expedited review period for City
Final Meeting or Board Approval	December 2020	
Complete Final Plans	January 2021	
Bid Advertisement	February 2021	
Bid Opening	March 2021	
Construction	May-September 2021	

EXHIBIT D
KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

Position / Responsibility

Name

Senior Project Manager

Brock Ridgway, PE

Project Engineer

Michael Tanis, PE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

Brock Ridgway, P.E.
Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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.

Eagle Ridge Civil Engineering Services, LLC
(Name of Organization)

By: _____
Brock Ridgway, P.E.
Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this _____ day of _____, 2019

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

Exhibit A: Scope of Work and Fee Estimate

for Bloomington Parks Department

Cascades Trail Phase 5: Partial Connection from Country Club Road to College Ave

11/15/2019

TASKS IN APPROXIMATE CHRONOLOGICAL ORDER		Senior Civil Engineer	Project Engineer	CADD Technician	Subconsultant Expenses	Miles/Printing Expenses	Totals
Hourly Rate>		\$120	\$95	\$61.50	Cost +5%	At Cost	
EARLY COORDINATION & DATA COLLECTION							
Early Coordination							
	Prepare Mapping and Memo/Description for Early Coordination	4					\$480
	Conduct Early Coordination with CBU and DPW	4	4				\$860
	Conduct Early Coordination with IDNR, IDEM, ACOE, USF&W	2	16			\$50	\$1,810
	Conduct Early Coordination with Urban Forester/Tree Commission	4					\$480
	Conduct Early Coordination with Utilities	2					\$240
Updates from 2009 Survey and Preliminary Design Work							
	Upload and Update 2009 Survey Data	2		8			\$732
	Upload and verify terrain model from 2009 survey	2		8			\$732
	Prepare updated base drawings from 2009 plan set for fieldwork and design	3		6		\$100	\$829
	Conduct Site Recon including structures, Review Survey, Note Data Needs, Obtain Pictur	8	14			\$150	\$2,440
	Survey Allowance - for updates from 2009 conditions if needed (BRCJ)	2			\$3,500		\$3,915
	Parcel Research / property boundary mapping for areas with limited right of way (BRCJ)	0		0	\$0		\$0
	Update/Complete Existing Condition Mapping	3		6			\$729
	Prepare exisitng ground profiles for trail routes	2		6			\$609
	Prepare Plan and Profile sheets for design	3		6		\$75	\$804
PLAN DEVELOPMENT / DESIGN							
	Title Sheet and handling for local signatures	3		4		\$50	\$656
	Index / Legend / General Notes Sheet	4		6			\$849
	Utility Data and Control Point/Benchmark Data/Plan Key Map	6		8			\$1,212
	Typical Details: Trail Sections, Road Patching, Pipe Trenching and Backfill	6		8			\$1,212
Maintenance of Traffic and Erosion Control							
	MOT Design and Notes	6		6			\$1,089
	Detour Layout Map	4		4			\$726
	Temporary Signs and Barricades Summary Table	2		1			\$302
	Erosion Control Plans	0	2	2			\$313
Plan and Profiles							
	Primary Trail Layout - north section (Horizontal and Vertical Alignments)	8		8			\$1,452
	Primary Trail Layout – sidepath for south section (Horizontal and Vertical alignments)	0		0			\$0
	Secondary Trail Layout - Waterfall Extension	8		8			\$1,452
	Spot Grading Plans at Ramps	0		0			\$0
Bridge Layout and Design (near spillway) and Coordination with Fabricator							
	Bridge Layout and Profile (deck and low chord)	2	4	2			\$743
	Foundation Design, Plans, Specs and Estimate (Contech)	4			\$1,650		\$2,213
	Coordinate for Bridge Plans by fabricator (see note)	2		2			\$363
Culvert Extension and Bridge Replacement							
	Demolition Plan	0	0	0			\$0
	Structure Sizing (Hydrology/Hydraulic Analysis) and Coordination with CBU	0	0				\$0
	Structure Layout and Profile	0	0	0			\$0
	Culvert Details	0	0	0			\$0
	Special Detailing – Cast in Place Transition	0		0			\$0
	Special Detailing – Protection for Sanitary Interceptor	0		0			\$0
	Wingwall Details-	0	0	0			\$0
	Guardrail Design for Creekside	0		0			\$0
Streambank Modification Details							
	Investigate streambank treatment options, coordinate with quarries on materials availa	12	4	4		\$60	\$2,126
	Meet with City re: streambank treatment options and selection	8				\$60	\$1,020
	Existing Wall Investigation and Demolition Plans	8		8			\$1,452
	Wall pieces salvage/mitigation plan development	8	8	4			\$1,966
	Streambank Stabilization/Modifications Layout and Profile (antipated tier system)	24	8	16			\$4,624
	New streambank treatment Sections, Details	12	4	12			\$2,558
	Special Grading plans for streambank area with accessible path	8		8			\$1,452
Waterfall Trail Extension							
	Route investigation/Site Recon	6				\$60	\$780
	Materials Research and Coordination with Parks on selection(s)	12					\$1,440
	Timber Boardwalk and Railings Layout and Detailing (Scenic Construction)	12		16	\$2,000		\$4,524
	Spot Grading Plans	4		4			\$726
	Trail Hub Details (at junction to Waterfall Trail)	4		4			\$726
General Drainage Design							
	Inventory/Inspect Existing Minor Culverts and Structures	2	6			\$90	\$900
	Perform Watershed Review, Identify Corridor Inflows and Outfall Locations	2	2				\$430
	Hydrology/Hydraulic Computations	2	8				\$1,000
	Minor Culvert Layout and Profiles	3		4			\$606
	Ditch Grading Plans/Profiles	4		4			\$726
	Prepare Structure Data Table with Pipe Materials	3		1			\$422
Other Plan Development							
	Tree Mitigation Replanting Details and Plans	8	2	2			\$1,273
	Turf Restoration Plans/Specs	3		2			\$483
	Lighting Design (Layout/Details/Specs) for north trail section (shelter to shelter) - (TEC)	8			\$3,900		\$5,055
	Sign and Pavement Marking Plans and Summary Table	2		2			\$363
	Summary of Paving and Miscellaneous Quantities Table	6		3			\$905
	Cross Sectioning along each alignment/improvement section	12	8	20			\$3,430
	Full Sized Plan Sets printing and Shipping (Review and Coordination Sets, Record Sets, etc)					\$954	\$954
DESIGN SUPPORT AND PERMITTING TASKS							
Meetings							
	Plan Review Walkthrough (Preliminary Field Check with 60% Plans)	8	8			\$250	\$1,970
	Coordination & 1 Meeting with CBU (Drainage and Sanitary)	4	16			\$150	\$2,150
	Coordination & 1 Meetings with P&T (Roadway Impacts)	0				\$0	\$0
	Utility Coordination - Conflict Review and Relocation Coordination	6		2			\$843

Exhibit A: Scope of Work and Fee Estimate

for Bloomington Parks Department

Cascades Trail Phase 5: Partial Connection from Country Club Road to College Ave

11/15/2019

TASKS IN APPROXIMATE CHRONOLOGICAL ORDER		Senior Civil Engineer	Project Engineer	CADD Technician	Subconsultant Expenses	Miles/Printing Expenses	Totals
Hourly Rate>		\$120	\$95	\$61.50	Cost +5%	At Cost	
Meet with Tree Commission / Coordination with Urban Forester		12		2		\$100	\$1,663
Presentation to Parks Board		10		4		\$120	\$1,566
Coordination meetings/Reviews with Parks (assume 4)		20		4		\$300	\$2,946
Stakeholder / Other Meetings (assume 2)		10		2		\$120	\$1,443
IDEM Rule 5 Permit							
	Prepare SWPPP documentation and plan review for permit submittal	2	24	2		\$100	\$2,743
	Prepare and Submit Rule 5 Permit Info to Monroe County SWCD		36				\$3,420
	Revise/Resubmit		16				\$1,520
	Publish Notice, Submit NOI and Fee to IDEM		8			\$250	\$1,010
IDNR Construction in a Floodway Permit - with Modeling							
	Existing & Proposed Plans Review, Research, Calculations and Exhibits		12				\$1,140
	Obtain Existing Models, Research, and Modify for use		8				\$760
	Additional Coordination Meeting with IDNR	4	8			\$50	\$1,290
	Submit and Obtain FARA and supporting documentation with IDNR		12			\$50	\$1,190
	US Fish and Wildlife Coordination and Review	4	6				\$1,050
	HECRAS Model Setup		80				\$7,600
	Calibration and Modeling of Proposed Condition - Bridge, Culvert, Channel Widening		50				\$4,750
	Permit Application to IDNR - Modeling	2	24			\$220	\$2,740
	Permit Coordination		8				\$760
	Public Notice		16			\$70	\$1,590
	Revise/Resubmit as Needed		24				\$2,280
IDEM 401 Permit - Individual Level							
	Prepare permit application materials and forms		40			\$100	\$3,900
	Prepare alternatives analysis, permit calculations, and sediment analysis.		12				\$1,140
	Mitigation report and documentation, exhibits, cross sections (Assumes IDNR mitigation requirements will satisfy IDEM)	4	16				\$2,000
Army Corps of Engineers 404 Permit - Individual Level							
	Prepare permit application materials and forms		24			\$100	\$2,380
	Work by Historian - Coordination with SHPO and Corps for Walls (Weintraut)	4	8		\$16,150		\$18,198
	Technical Specifications	2	2				\$430
	Revise/Resubmit as Needed		16				\$1,520
Plat and Legal Description with Staking option for proposed right of way (BRCJ)		0			\$0		\$0
	Earthwork Computations and Balance	10		10			\$1,815
	Quantity Computations	8		4			\$1,206
	Cost Estimates at 60, 90, 100%	10	4				\$1,580
	Technical Specifications - Written as supplement to INDOT Standard Specs	8	4				\$1,340
BIDDING AND CONSTRUCTION SUPPORT TASKS							
	Prepare Pay Item List and Quantities - Main Project	8					\$960
	Prepare Bid Form and Contract Documents - Main Project	8					\$960
	Assemble Project Manual - Main Project	4					\$480
	Assemble bidding info - Project under \$150,000 (Boardwalk Project)	6					\$720
	Conduct Concurrent Prebid Meetings, Prepare Minutes - Main Project and Boardwalk	10				\$60	\$1,260
	Answer Questions	8	2				\$1,150
	Prepare Addenda	8	2	4			\$1,396
	Attend Bid Opening, Bid Review and Recommendation for separate projects	10				\$60	\$1,260
	Preconstruction Meeting - assumes back to back or concurrent	6				\$60	\$780
	Review Submittals / Shop Drawings	8	4				\$1,340
	Site Visits - assume 8 (Assumes main and boardwalk project at same time)	20	20			\$600	\$4,900
	Assist with Questions/Field Issues	16	8			\$180	\$2,860
	Participate in Punchlist Review Inspections - separate for Main and Boardwalk Projects	12				\$120	\$1,560
PROJECT ADMINISTRATION AND MANAGEMENT TASKS							
	Manage / Review Subconsultants	8					\$960
	Prepare Project Workplan	12					\$1,440
	Invoicing / Status Reports	4					\$480
	Project Accounting Setup and Control	4					\$480
	Total Hours:	549	608	247	\$ 27,200		TOTAL
	Fee by Classification:	\$65,880	\$57,760	\$15,191	\$ 28,560	\$4,709	\$172,100

EAGLE RIDGE

Civil Engineering Services, LLC



Assumptions:

- 1

Assumes City will advertise the project, manage the bidding process and track planholders
- 2

Assumes routine/daily inspection and response to daily questions will be managed by City
- 3

Contech will provide the bridge design and details at no charge in anticipation of supplying the bridge - they are compensated for foundation design as a design activity
- 4

Project approach relies upon using 2009 survey data with minimal augmentation/update
- 5

Main Project includes everything except the timber/boardwalk construction project for the waterfall extension

Breakdown by Task		Breakdown by Firms	
Early Coordination / Data Collection	\$ 14,660	Eagle Ridge (VBE)	\$ 144,900
Survey Allowance	\$ 3,675	Weintraut & Assoc., Historians (WBE)	\$ 16,150
Trail Design-Primary	\$ 35,109	BRCJ	\$ 3,500
Trail Design - Waterfall	\$ 9,648	Scenic Construction	\$ 2,000
Bridge design	\$ 3,319	Contech	\$ 1,650
Culvert Extension Design	\$ -	The Engineering Collaborative (TEC)	\$ 3,900
Streambank Modification Design	\$ 15,198	TOTAL:	\$ 172,100
Plats and Legal Descriptions	\$ -		
Historian Work	\$ 16,958		
Lighting Design	\$ 4,095		



STAFF REPORT

Agenda Item: C-15
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: December 10, 2019
SUBJECT: ADDENDUM TO AGREEMENT WITH DESIGNSCAPE FOR TREE INSECT TREATMENT AND FERTILIZATION

Recommendation

Staff recommends approval of this addendum to the agreement with Designscape Inc. to provide bagworm insecticide treatment as well as public tree fertilization at various locations.

Background

The original agreement with Designscape for insecticide and fertilization treatment expired at the end of August. This addendum to that agreement is to extend the contract until the end of August 2020 and to include additional tree root injection treatments for various trees in Bloomington. The original contract amount, \$2,650, will still be paid from the Urban Forestry account 200-18-189503-53990, and the additional amount added through this addendum, \$4,000, will be paid from the Operations account 200-18-189000-53990.

RESPECTFULLY SUBMITTED,

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

Dave Williams, Operations Director

ADDENDUM I
TO
AGREEMENT FOR CONSULTANT SERVICES
(Entered in this ____ day of _____, 2019)

WHEREAS, on June 25, 2019, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Designscape (“Consultant”) to provide insecticide treatment for bagworms and tree fertilization for various public trees; and

WHEREAS, the Department wishes to expand scope of work for this project; and

WHEREAS, as a result of modification to the original Scope of Services the compensation amount will be increased by Four Thousand Dollars and zero cents (\$4,000.00); and

WHEREAS, the Department wishes to extend the schedule for this project through August 30, 2020; and

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

WHEREAS, pursuant to Article 26 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 design area and services shown in the Consultant Scope of Work, Exhibit A. Exhibit A is attached to and incorporated into this Addendum I to the Agreement.

Article 2. Compensation: The Department shall pay Consultant for the Services, for all fees and expenses in an amount not to exceed Six Thousand Six Hundred Fifty Dollars and zero cents (\$6,650).

Article 4. Modification: Any other modification to said 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

Paula McDevitt, Director
Parks and Recreation Department

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

Philippa M. Guthrie, Corporation Counsel

DESIGNSCAPE

Gabriel Gluesenkamp

VP

EXHIBIT “A”
Additional Scope of Work

Added work includes additional tree root injection treatments at various trees in Bloomington.



STAFF REPORT

Agenda Item: C-16
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: December 10, 2019
SUBJECT: ECO LOGIC LLC INVASIVE PLANT MANAGEMENT AT
GRIFFY LAKE NATURE PRESERVE, LATIMER WOODS, AND MILLER-SHOWERS PARK

Recommendation

Staff recommends approval of this contract with Eco Logic, LLC for invasive plant management at Griffy Lake Nature Preserve, Latimer Woods, and Miller-Showers Park.
Funding source: 200-18-189500-53990 \$22,360.00

Background

Eco Logic will perform vegetation management services at Griffy Lake Nature Preserve and Latimer Woods to treat the non-native invasive plant Lesser celandine, *Ficaria verna*, in the early spring of 2020 utilizing foliar herbicide applications.

Eco Logic will also perform vegetation management services at Miller-Showers Park to implement Year 2 of the *10 Year Vegetation Management Plan* drafted in October 2018. This will include, but not be limited to: treatment of invasive woody vegetation (cut stump/basal bark), foliar treatment of native planting areas, follow-up treatments, and installation of native plants as seed and/or plugs. Implementation of the *10 Year Vegetation Management Plan* will be accomplished as a joint effort between Parks staff and Eco Logic, LLC. The goal is to dramatically improve the 'curb appeal' of this property as well as to improve/expand habitat for pollinators, birds, turtles, and other animals.

RESPECTFULLY SUBMITTED,

Joanna Sparks, City Landscaper

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
INVASIVE PLANT MANAGEMENT AT GRIFFY LAKE NATURE PRESERVE, LATIMER
WOODS AND MILLER-SHOWERS PARK**

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

WITNESSETH:

WHEREAS, the Department wishes to manage invasive plant species at Griffy Lake Nature Preserve and Latimer Woods (esp. lesser celandine); and

WHEREAS, the Department wishes to implement Year 2 of the 10 Year Vegetation Management Plan at Miller-Showers Park; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Joanna Sparks 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 Two Thousand Three Hundred Sixty Dollars and Zero Cents (\$22,360.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

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

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

ECO LOGIC, LLC

Philippa M. Guthrie, Corporation Counsel

Spencer Goehl, Executive Director

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:

Griffy Lake Nature Preserve Lesser Celandine Control 2020

Eco Logic proposes to control lesser celandine at Lake Griffy in the spring of 2019 utilizing foliar herbicide applications of Imazapyr and Glyphosate. All chemicals utilized will be considered water safe by the EPA, and will be applied according to the federally approved pesticide label. The City of Bloomington Parks and Recreation staff will be notified prior to beginning work, providing ample time to coordinate our activities with park users. Eco Logic will place pesticide application flags at all trail heads during the application to inform the public of the herbicide application. We expect most of the herbicide application to be completed using backpack sprayers. Work unit boundaries will be pre-determined by parks staff and will follow up on all areas covered in 2019 treatment.

Total Price: **\$ 3,995.00**

Latimer Woods Lesser Celandine Control 2020

Eco Logic proposes to control lesser celandine throughout Latimer woods in the spring of 2020 utilizing foliar herbicide applications of Imazapyr and Glyphosate. All chemicals utilized will be considered water safe by the EPA, and will be applied according to the federally approved pesticide label. The City of Bloomington Parks and Recreation staff will be notified prior to beginning work, providing ample time to coordinate our activities with park users and nearby residential areas. Eco Logic will place pesticide application flags at all trail heads during the application to inform the public of the herbicide application. We expect most of the herbicide application to be completed using backpack sprayers, but may utilize gas powered hydraulic units for dense infestations.

Total Price: **\$1,865.00**

Miller-Showers Park Vegetation Management Plan Implementation for 2020

Eco Logic will perform vegetation management services at Miller-Showers Park to implement Year 2 of the *10 Year Vegetation Management Plan* they drafted in October 2018. This will include, but not be limited to: treatment of invasive woody vegetation (cut stump/basal bark), foliar treatment of native planting areas, follow-up treatments and installation of native plants as seed and/or plugs. Implementation of the *10 Year Vegetation Management Plan* will be accomplished as a joint effort between Parks Landscaping staff and Eco Logic, LLC.

Includes the following activities:

- 1) APR-MAY – Provide initial site preparation application to broadleaf weeds in lawn grass areas where native seeding will occur. All plantings, target cool season turf and tall fescue grasses – and woody invasives.
- 2) JUNE – All plantings, provide a foliar application on invasive broadleaf weeds. Will provide OISC certified applicators using backpack sprayers to target invasive herbaceous vegetation, will also use brushcutter to cut back on annual weeds. This will include aggressive weed treatment along stream corridor north of wetland cells in preparation for 2021 Seeding.
- 3) JULY - All plantings – provide a foliar application on all invasive grasses
- 4) AUG – All Plantings - follow up on all broadleaf and grass treatments
- 5) SEPTEMBER – 2nd site prep application for lawn areas to be seeded with a native seed mix includes a follow up cutting on annual weeds and treatment of woody invasive plants including brambles.
- 6) NOV-DEC – Sow native seed mixes in central plan total of 41,082 SF (in red parcels)

Total Price: **\$16,500.00**

EXHIBIT B

“Project Schedule”

Consultant shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Eco Logic, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-17
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: December 10, 2019
SUBJECT: POND MAINTENANCE AT MILLER-SHOWERS PARK BY AQUATIC CONTROL

Recommendation

Staff recommends approval of this contract for nuisance aquatic vegetation management at Miller-Showers Park. Funding source: 200-18-189500-53990 \$3358.00

Background

One of the discussions of the first City Park Board meeting in 1921 concerned the acquisition of this narrow strip of land. Originally the Jacob & Loretta Miller Homestead, it was purchased by the city in 1929 for \$1. It contains two notable sculptures: "Axis" and "Red, Blond, Black, and Olive". Miller-Showers Park, from 2001 - 2004, underwent a significant facelift that transformed the 9 acre area from an often flooded and little-used strip of land to a state-of-the-art stormwater retention facility and beautiful gateway to the city of Bloomington. The Park's large holding ponds retain stormwater that drains from more than 170 acres of downtown Bloomington. A .6 mile accessible, multi-use trail circles the Park and allows views of the ponds and sculptures from all sides. A pier, pedestrian bridge, and interpretive signage complete the picture.

Miller-Showers Park was awarded a Community Enhancement Award in October 2004 by the Bloomington Chamber of Commerce, and was presented with an Outstanding Project Award by the Indiana Urban Forest Council in October 2005.

Unfortunately, due to excessive nutrient input from the watershed, Miller-Showers Park suffers from over growth of nuisance aquatic vegetation that is both unsightly and detrimental to the overall water quality of the ponds. Aquatic Control will perform Clean Lake Maintenance Program activities on the three (3) open pools at Miller-Showers Park throughout the 2020 growing season to manage this nuisance aquatic vegetation. This includes biweekly inspections and treatment as needed.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
AQUATIC CONTROL
FOR
POND MAINTENANCE AT MILLER-SHOWERS PARK**

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

WITNESSETH:

WHEREAS, the Department wishes to manage nuisance aquatic vegetation at Miller-Showers Park;
WHEREAS, the Department requires the services of a professional Contractor in order to perform the nuisance vegetation management at Miller-Showers Park (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 31, 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 Joanna Sparks, City Landscaper, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Three Thousand Three Hundred Fifty Eight Dollars and Zero Cents (\$3358.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Joanna Sparks
City 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		Aquatic Control, Inc.
Attn: Joanna Sparks		James B. Ferguson II
401 N. Morton, Suite 250		418 W. State Road 258
Bloomington, Indiana 47402		Seymour, Indiana, 47274

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

AQUATIC CONTROL, INC

Philippa M. Guthrie, Corporation Counsel

James B. Ferguson II, Representative

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:

NUISANCE AQUATIC VEGETATION MANAGEMENT AT MILLER-SHOWERS PARK- Program to include a biweekly (every other week) inspection of 3 ponds with treatment as necessary to maintain acceptable control of nuisance aquatic vegetation during the contract period: April through September, 2020.

Nuisance vegetation for terms of this contract includes all submersed aquatic plants and filamentous algae which is visible from the surface or are interfering with the client use of the lake. Emergent vegetation will be controlled only if requested by the client prior to entering into contract and such control is included in the OPTIONS section below. Control of duckweed/watermeal may require application of alternative herbicides and will incur additional charges with approval from client.

Must have permit from IDNR before treatments can begin.

All materials used in this program will be registered, or exempt from registration, with the U.S. E.P.A. and State Regulatory Agencies and all applicators will be certified. Some restrictions on use of water may be necessary with weed treatments. Restrictions are listed below in the PRECAUTIONS section of this proposal.

An advanced water quality sample can be collected and analyzed for \$125.00 per pond at client's request. If needed, duckweed can be treated with Clipper herbicide for \$100.00 on the Bottom and Middle Ponds, and for \$150.00 on the Top Pond (per treatment).

Specifications and costs for a Clean Lake Maintenance Program-2020 3 Ponds. Terms: PROGRAM COST: \$3,358.00 (\$3,358.00 plus \$0.00 sales tax) Nontaxable Tax Rate 0.000%

Program Specifications: Options and/or special terms included in this contract /proposal are as follows: Algae Treatments - No restrictions on water use. Weed Treatments - May require suspension of use of treated water for domestic use, swimming, irrigation, and livestock watering. Restrictions vary with the herbicide used. Water use restrictions for your lake will be posted on the day of treatment, unless other notification arrangements have been made.

EXHIBIT B

“Project Schedule”

Program to include a biweekly (every other week) inspection of 3 ponds with treatment as necessary to maintain acceptable control of nuisance aquatic vegetation during the contract period: April through September, 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____.

Aquatic Control, 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: _____

VEGETATION MANAGEMENT

LAKE SURVEYS

FISH MANAGEMENT



PROFESSIONAL CONSULTANTS

FOUNTAINS

AERATION SYSTEMS

Phone 812-497-2410

Fax 812-497-2460

Proposal No.: 264898

Created : 11/07/2019

Company ID : 23541

Ms. Joanna Sparks
Miller Showers Park
City of Bloomington Parks & Recreation
401 N. Morton St. Suite 250
Bloomington, IN 47402

Cell 812-360-5745

Invoices will be mailed to:
City of Bloomington Parks & Recreation
401 N. Morton St. Suite 250
Bloomington, IN 47402

We hereby submit specifications and costs for a **Clean Lake Maintenance Program-2020 3 Ponds.**

Program Specifications:

Program to include a biweekly (every other week) inspection of 3 ponds with treatment as necessary to maintain acceptable control of nuisance vegetation during the contract period: April through September, 2020. All materials used in this program will be registered, or exempt from registration, with the U.S. E.P.A. and State Regulatory Agencies and all applicators will be certified. Some restrictions on use of water may be necessary with weed treatments. Restrictions are listed below in the PRECAUTIONS section of this proposal. Nuisance vegetation for terms of this contract includes all submersed aquatic plants and filamentous algae which is visible from the surface or are interfering with the client use of the lake. Emergent vegetation will be controlled only if requested by the client prior to entering into contract and such control is included in the OPTIONS section below. Control of duckweed/watermeal may require application of alternative herbicides and will incur additional charges with approval from client.

Options and/or special terms included in this contract /proposal are as follows:

Must have permit from IDNR before treatments can begin. An advanced water quality sample can be collected and analyzed for \$125.00 per pond at client's request. If needed, duckweed can be treated with Clipper herbicide for \$100.00 on the Bottom and Middle Ponds, and for \$150.00 on the Top Pond (per treatment).

PROGRAM COST: \$3,358.00 (\$3,358.00 plus \$0.00 sales tax)

Nontaxable ☐ Tax Rate 0.000%

Notes and Precautions:

Algae Treatments - No restrictions on water use. **Weed Treatments** - May require suspension of use of treated water for domestic use, swimming, irrigation, and livestock watering. Restrictions vary with the herbicide used. Water use restrictions for your lake will be posted on the day of treatment, unless other notification arrangements have been made.

Terms:

This contract is for the complete program as described in the above specifications and options sections, with material cost prorated over the entire contract period. Payment will be according to the payment option chosen on back. Overdue accounts shall accrue interest at an annual interest rate of 18%. Aquatic Control shall be entitled to collect its attorney fees incurred in the collection of any balance due here under. By signing below, you hereby agree and accept the above prices, specifications, conditions, and terms and authorize Aquatic Control to do the work as specified. Additionally, the undersigned warrants that the undersigned is authorized to sign and accept this proposal on behalf of City of Bloomington Parks & Recreation, and will indemnify and hold Aquatic Control harmless from third party claims for trespass, nuisance or any other challenge to Aquatic Control's authority to perform the work provided for herein.

Authorized Signature: James B. Ferguson II

Printed: James B. Ferguson II

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated on the back of this document.

Authorized Signature: _____

Date: _____ Printed: _____

(Fill in Payment Information on back.)

Please sign, date, and return to

Aquatic Control, Inc, 418 W. State Road 258, Seymour, IN 47274

Payment Options (Please check choice)

- Prepayment prior to 4/1/2020 with 3.00% discount of \$100.74 for a total payment of \$3257.26.

☐ *I have enclosed the prepayment with my signed proposal.*

☐ I authorize Aquatic Control to charge my credit/debit card on this specific date _____. My credit/debit card information is listed below:

Card Number _____

Expiration Date _____ Security Code _____ Billing Zip Code _____

Cardholder Signature _____

☐ I authorize Aquatic Control to make a withdrawal on this specific date _____. My bank account information is listed below:

Bank Name _____

Bank City and State _____

Bank Routing Number _____

Bank Account Number _____

Bank Account Type Checking or Savings (circle one)

☐ I will manually mail my timely payment to Aquatic Control.

- Monthly billing starting: 4/1/2020 in 6 monthly installments of \$559.67.

☐ I authorize Aquatic Control to charge my credit/debit card on the _____ day of each month. My credit/debit card information is listed below:

Card Number _____

Expiration Date _____ Security Code _____ Billing Zip Code _____

Cardholder Signature _____

☐ I authorize Aquatic Control to make a withdrawal on the _____ day of each month. My bank account information is listed below:

Bank Name _____

Bank City and State _____

Bank Routing Number _____

Bank Account Number _____

Bank Account Type Checking or Savings (circle one)

☐ I will manually mail timely payments to Aquatic Control monthly.



STAFF REPORT

Agenda Item: C-18
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: December 10, 2019
SUBJECT: MC-IRIS PARTNERSHIP AGREEMENT

Recommendation

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

Background

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

MC-IRIS members have been working to educate Monroe county residents about controlling invasive plants for over 10 years. Our partnership this year has resulted in 180 volunteer hours at 1st Saturday events, record attendance at SNAYL Day, and much more. With MC-IRIS's assistance we hope to increase our engagement with neighboring property owners and educate them about the importance of managing invasive plants on their properties.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of December, 2019 by and between the City of Bloomington Parks & Recreation Department ("BPRD"), and Monroe County - Identify and Reduce Invasive Species ("MC-IRIS").

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

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

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

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

NOW THEREFORE, the partners do mutually agree as follows:

Purpose of Agreement:

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

1.0 Duration of Agreement:

The term of this Agreement shall begin January 1, 2020 and run through December 31, 2020. The partners may agree to renew or extend the term of this Agreement in writing only.

2.0 Bloomington Parks & Recreation Department Agrees to:

- a. Maintain close communication with MC-IRIS Board members, and bring any related issues to their attention. One BPRD staff member will attend monthly MC-IRIS meetings.
- b. Provide up-to-date program publicity by publishing information in the BPRD's seasonal program brochure and on its website.
- c. Provide staff assistance at MC-IRIS sponsored events on BPRD properties, including but not limited to: Sustaining Nature and Your Land Day ("SNAYL Day") to be held in May 2020.
- d. Provide a site supervisor and Licensed Pesticide Applicator for all 1st Saturdays Invasive Plant Awareness Day/Indiana Weed Wrangle events.
- e. Coordinate with MC-IRIS the provision of any tools or supplies necessary for invasive plant education and training events, which include, but are not limited to, handsaws, gloves, and trash bags.
- f. Work cooperatively with MC-IRIS to apply for funding opportunities for vegetation

management activities on BPRD properties.

3.0 MC-IRIS Agrees to:

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

4.0 Agreement Terms Mutually Agreed to By Both Partners:

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

5.0 Termination

- a. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2020 by mutual written agreement only.
- b. In the event that one of the partners to this Agreement breaches any of its terms and conditions, the other party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breach is not cured within ten days, the non-breaching party may, at its option and in writing, unilaterally terminate this Agreement.

6.0 Notice

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

Bloomington Parks & Recreation
Dave Williams, Operations Director
401 N. Morton, Suite 250
Bloomington, IN 47404
williamd@bloomington.in.gov
812-349-3706

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

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

Bloomington Parks & Recreation
Joanna Sparks, City Landscaper
812-349-3497
sparkj@bloomington.in.gov

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

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

CITY OF BLOOMINGTON

MC-IRIS

Leslie J Coyne, President
Board of Park Commissioners

Ellen Jacquart, Chair

Paula McDevitt, Director
Bloomington Parks and Recreation

Philippa M. Guthrie, Corporation Counsel

Exhibit A



VOLUNTEER WAIVER OF LIABILITY AND PHOTO & VIDEO RELEASE

Please read the following statement carefully before signing below:

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

* * *

TRANSPORTATION, HOLD-HARMLESS, AND INDEMNIFICATION AGREEMENT

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

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

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

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

Purpose of Ride Along: Responsibilities related to volunteer position.

Signature: _____ Date: _____

Email: _____ Phone: _____

In case of emergency, please contact:

Name: _____ Phone: _____

Relationship: _____



VOLUNTEER WAIVER OF LIABILITY AND PHOTO & VIDEO RELEASE

Please read the following statement carefully before signing below:

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

* * *

TRANSPORTATION, HOLD-HARMLESS, AND INDEMNIFICATION AGREEMENT

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

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

To release, hold harmless and indemnify the City of Bloomington, its employees, officers and agents for any claim or claims arising out of any incident connected with or related to in any way riding in a City of Bloomington vehicle made or asserted by any other person(s) against the City of Bloomington. This includes claims for personal injury, property damage, Workers Compensation and/or any other type of harm or injury.

Purpose of Ride Along: Responsibilities related to volunteer position.

Signature: _____ Date: _____

Email: _____ Phone: _____

In case of emergency, please contact:

Name: _____ Phone: _____

Relationship: _____



STAFF REPORT

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

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Rebecca Jania, Natural Resources Coordinator
DATE: December 17, 2019
SUBJECT: ADDENDUM TO STEVE'S ROOFING & SHEET METAL CONTRACT

Recommendation

Staff recommends approval of the addendum to Steve's Roofing & Sheet Metal contract to extend the schedule of work into February 2020.

Background

The City of Bloomington would like to extend the schedule of work for Steve's Roofing and Sheet Metal to repair and reinforce the Griffy Lake boathouse roof. Due to delayed projects, weather, and holiday breaks, the repairs will not be able to be completed by December 31st, 2019, but instead will be completed by February 29th, 2020.

RESPECTFULLY SUBMITTED,

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

Rebecca Jania, Natural Resources Coordinator

**ADDENDUM I
TO
AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
STEVE’S ROOFING & SHEET METAL
FOR
ROOF REPAIRS ON GRIFFY LAKE BOATHOUSE**

WHEREAS, on November 19th, 2019, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Steve’s Roofing & Sheet Metal (“Contractor”) to repair and reinforce the Griffy Lake boathouse roof; and

WHEREAS, the Department wishes to extend the schedule of the project through February 29th, 2020; and

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

WHEREAS, pursuant to Article 26 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 6. Schedule: To amend the Agreement to reflect changes in schedule of work shown in the Project Schedule, Exhibit E. Exhibit B is attached to and incorporated into this Addendum I to the Agreement. Original agreement is attached.

Article 26. Modification: Any other modification to said 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

STEVE’S ROOFING & SHEET METAL

Paula McDevitt, Director
Parks and Recreation Department

Mark Hays
Lead Consultant / Project Estimator

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

Philippa M. Guthrie, Corporation Counsel

EXHIBIT “E”

“Project Schedule”

Griffy Lake Boathouse Roof Repairs:

Work shall be performed between November 20th, 2019 and February 29th, 2020.

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
STEVE'S ROOFING & SHEET METAL
FOR
ROOF REPAIRS ON GRIFFY LAKE BOATHOUSE**

This Agreement, entered into on this ____ day of _____, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Steve's Roofing & Sheet Metal ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to repair and reinforce the Griffy Lake boathouse roof; and

WHEREAS, the Department requires the services of a professional contractor in order to repair and reinforce the Griffy Lake boathouse roof (the "Services" as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Contractor shall complete the Services required under this Agreement on or before December 31st, 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 Rebecca Jania 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.[1]

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 nine thousand eight hundred (\$9,800).

Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Rebecca Jania
City of Bloomington Parks and Recreation
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 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 Consultant

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-consultants, 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. 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 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 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 Consultant 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 Parks and Recreation	Steve's Roofing & Sheet Metal
Attn: Rebecca Jania	Attn: Mark Hays
401 N. Morton, Suite 250	5108 S Commercial St
Bloomington, Indiana 47402	Bloomington, IN 47403

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

STEVE'S ROOFING & SHEET METAL

Philippa M. Guthrie, Corporation Counsel

Mark Hays

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Griffy Lake Boathouse Roof Repairs:

- Tear off existing metal roof and roof decking.
- Install new 1/2” Plywood roof decking over entire building.
- Install Ice & Water Shield over entire steep slope areas.
- Install new “H-Loc”, 26-gauge Standing seam metal roof panels on steep slope areas.
- Fabricate and Install 26-gauge metal trims and flashing as needed to make roof watertight.
- Install (4) new Velux FS D26 skylights with EDM Flashing kits for metal roof.
- Install new 1/2” HD Cover board over low slope section fastened to the deck with plates and screws.
- Fully adhere new 60-mil EPDM membrane roofing over low slope area, flashing membrane under the newly installed Standing Seam panels to make roof watertight.
- Remove all related debris from jobsite.
- 2-Year Workmanship Warranty.
- 40-Year Manufacture Paint Finish Warranty.

EXHIBIT B

“Project Schedule”

Griffy Lake Boathouse Roof Repairs:

Work shall be performed between November 20th, 2019 and December 31st, 2019.

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 D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2019.

Steve's Roofing & Sheet Metal

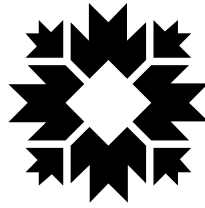
By: _____

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: D-4
Date: 12/6/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: December 10, 2019
SUBJECT: BICENTENNIAL GATEWAY CONCEPTUAL DESIGN PRESENTATION

Background

Kevin Osburn and Kevin Sweetland from Rundell Ernstberger Associates will present an update on the conceptual design work for the Bicentennial Gateway projects. Slide presentation will be available at the board meeting.

RESPECTFULLY SUBMITTED,

Paula McDevitt, Administrator