

CITY OF BLOOMINGTON
parks and recreation

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, April 25, 2017 4:00 – 5:30 p.m.

Council Chambers
401 North Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of March 28, 2017
- A-2. Approval of Claims Submitted March 29, 2017 – April 24, 2017
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Public Comment Period -
- B-2. Bravo Award -
- B-3. Parks Partner Award -
- B-4. Staff Introductions - Community Events Manager (Leslie Brinson)

C. OTHER BUSINESS

- C-1. Review/Approval of Partnership Agreement with Jazzercise (Alison Miller)
- C-2. Review/Approval of Banneker Community Center Advisory Council members (Leslie Brinson)
- C-3. Review/Approval of Contract with Wildlife Removal Company, LLC (Leslie Brinson)
- C-4. Review/Approval of Partnership Agreement with Ivy Tech Community College (Amy Shrake)
- C-5. Review/Approval of Partnership with Lake Monroe Sailing Association (Amy Shrake)
- C-6. Review/Approval of Partnership Agreement with Special Olympics Monroe County (Amy Shrake)
- C-7. Review/Approval of Service Agreement with Rural Transit for 50+ Expo (Bill Ream)
- C-8. Review/Approval of Contract with Izzy's Rentals (Bill Ream)
- C-9. Review/Approval of 2017 Concessions Agreement Template (Bill Ream)
- C-10. Review/Approval of Contract with Edward Santos (Bill Ream)
- C-11. Review/Approval of Contract with OctopusInc. (Greg Jacobs)
- C-12. Review/Approval of Partnership Agreement with Bloomington Junior League Baseball Association (Dee Tuttle)
- C-13. Review/Approval of Partnership Agreement with Monroe County Senior League Baseball Association (Dee Tuttle)
- C-14. Review/Approval of Winslow Sports Complex North Concessions Agreement (Dee Tuttle)
- C-15. Review/Approval of Partnership Agreement for B-Line Trail Zabriskie Memorial (Dave Williams)
- C-16. Review/Approval to Pursue Possible Property Acquisition (Dave Williams)
- C-17. Review/Approval of Service Agreement with Steve's Roofing (Barb Dunbar)
- C-18. Review/Approval of Service Agreements for Sports Division (John Turnbull)
- C-19. Review/Approval of Contract with Bakers Stone Work (Daren Eads)
- C-20. Review/Approval of Contract with Sunset Hill Fencing (John Turnbull)
- C-21. Review/Approval of Partnership Agreement with Community Orchard (Lee Huss)
- C-22. Review/Approval of Contract with Bartlett Tree (Lee Huss)
- C-23. Review/Approval of Contract with Mominee Tree, LLC. (Lee Huss)
- C-24. Review/Approval of Partnership Agreement with U.S. Fish and Wildlife Partners for Fish and Wildlife program (Steve Cotter)

D. REPORTS

- D-1. Operation Division -
- D-2. Recreation Division - Farmers' Market Advisory Council Annual Report (Marcia Veldman)
- D-3. Sports Division -
- D-4. Administration Division -

ADJOURNMENT



A-1
04-25-2017

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, March 28, 2017
4:00 – 5:30 p.m.

Council Chambers
401 N. Morton

CALL TO ORDER

The meeting was called to order by Mr. Les Coyne at 4:00 p.m.

Board Present: Les Coyne, Kathleen Mills, Darcie Fawcett

Staff Present: Paula McDevitt, Becky Higgins, Dave Williams, John Turnbull, Kim Clapp, Nikki McEachern, Leslie Brinson, Elizabeth Tompkins, Ellen Campbell, Bill Ream, Julie Ramey, Marcia Veldman, Greg Jacobs, Joanna Sparks, Barb Dunbar, Lee Huss, Robin Kitowski, and Chelsea Burris

A. CONSENT CALENDAR

- A-1. Approval of Minutes of February 21, 2017 Meeting
- A-2. Approval of Claims Submitted February 20, 2017 thru March 27, 2017
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report

Ms. Kathleen Mills made a motion to approve the Consent Calendar. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period - None

B-2. Bravo Award – Libby Gwynn

Ms. Nikki McEarchen, Community Relation Coordinator, BPRD would like to present the March Bravo Award to Libby Gwynn for her service as a volunteer for the Bloomington Community Farmers' Market. Ms. Gwynn has been a customer of the Market for many years, which has made her an excellent fit for the info booth. Ms. Gwynn has also been an Adopt-A-Trail volunteer, and has given approximately 150 hours of service to the Department. BPRD appreciates her commitment and involvement with the Bloomington Community Farmers' Market.

Ms. Libby Gwynn approached the podium and stated Bloomington is a great city, and it is a pleasure to assist at the Farmers' Market.

The Board thanked Ms. Libby Gwynn for the volunteer hours she has provided to BPRD.

B-3. Parks Partner Award – None

B-4. Staff Introduction

C. OTHER BUSINESS

C-1. Review/Approval of Service Agreement with Ronnie G. Pursell

Ms. Joanna Sparks, City Landscaper, due to the earth settling and age, many of the older headstones at Rose Hill and

White Oak Cemeteries are in need of repair. Mr. Ronnie G. Pursell has decades of experience, and has been performing quality work for the BPRD for many years. The Department has set aside Two Thousand Four Hundred and Ninety Nine Dollars for the repairs.

Ms. Kathleen Mills made a motion to approve the Service Agreement with Ronnie G. Pursell for the repair of headstones at Rose Hill and White Oak Cemeteries. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-2 Review/Approval of Contract Addendum Mowing Services.

Ms. Joanna Sparks, City Landscaper, over the past few years BPRD has contracted Green Dragon Lawn Care to provide mowing services. The Department has been satisfied with Green Dragon's services and recommends the contract be continued through 2017. Through staffing, equipment, material and time this contract provides a savings for the department. Minor changes include an updated mowing location list, duration of contract and confirmation of no price change.

Ms. Kathleen Mills made a motion to approve the Contract Addendum Mowing Services with Green Dragon Lawn Care. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-3. Review/Approval of Amended Encroachment Agreement B-Line Trail – Elmore Orrego LLC Property ("The foundry at 304" Project)

Mr. Dave Williams, Operations Director, due to recent design changes to The Foundry at 304 project, the developer's representative has requested changes to the 2015 original encroachment agreement to the B-Line Trail. The requested changes include the following; removal of the redundant paver walkway against the building, increased landscaping planting areas, widening of the stairway entrance from the B-Line Trail to 11" and addition of an accessible ramped entrance from the B-Line Trail. These are favorable changes due to less hard scape and less construction from that of the original plan.

Ms. Kathleen Mills made a motion to approve the Amended Encroachment Agreement B-Line Trail – Elmore Orrego LLC Property ("The Foundry at 304") Project. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-4. Review/Approval of R31ust for Property Donation Monroe County Fullerton Pike Project

This item was removed from tonight's agenda

C-5. Review/Approval of Property Donation Habitat for Humanity

Mr. Dave Williams, Operations Director, Habitat for Humanity is developing a residential neighborhood on former railroad property located between the B-Line Trail and Rev. Butler Park. A requirement of this project was to construct a pathway connection from the B-Line Trail to Rev. Butler Park, which was completed in 2016. Habitat for Humanity would like to donate the small parcel containing the trail to the Department. This provides a safe connection between the two sites and the Department would be happy to accept this donation.

Ms. Kathleen Mills made a motion to approve the Property Donation Habitat for Humanity connecting B-Line Trail to the Rev. Butler Park. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-6 Review/Approval of Consultant Contract Interpretive Ideas

Mr. Dave Williams, Director of Operations, the Department would like to include interpretive signage at the Switchyard Park to inform park visitors of Bloomington's manufacturing and railroad history, as well as other topics. This plan was not included in the Switchyard Park construction project bid. This project would require professional consulting services to perform sign content research, develop sign design, editing, create bid documents, and meet with the Department and project contractor regarding sign installations. The design fee for eleven signs would cost \$10,109.40. Staff is requesting approval of contract with Interpretive Ideas for this project. Interpretive Ideas has provided services in the past and is in good standings with the Department.

Ms. Kathleen Mills made a motion to approve the Consultant Contract with Interpretive Ideas for Switchyard Park Interpretive Signs. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-7 Review Approval of Resolution 2017-03 Surplus Wood Disposal

Mr. Lee Huss, Urban Forester, due to the arrival of the Emerald Ash Borer, the BPRD has removed numerous unhealthy and dangerous trees. This wood has exceeded the capacity of the City Nursery at the Ferguson Dog Park. This wood is not usable by the Department and has been declared surplus. The wood is considered worthless, as the value is less than the estimated cost of organizing the sale of the wood. Staff recommends the approval of Resolution 2017-03, allowing any individual(s) requesting to remove the surplus wood from the Dog Park, be permitted to do so at his/her own expense upon signing the Waiver of Liability – Surplus Wood.

Ms. Kathleen Mills made a motion to approve Resolution 2017-03 Surplus Wood Disposal. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-8 Review/Approval of Service Contracts – Operation Division

Ms. Paula McDevitt, Administrator, per the City of Bloomington Financial Policies Manual, requires all public work projects to be approved in contract form by the Board of Park Commissioners. “Public Work” means any service done on city property that is paid for out of a public fund. These services contracts are in place to manage emergency or standard repairs and/or service.

Ms. Barb Dunbar, Operations Office Coordinator, staff recommends approval of service agreement with Cassady Electric, the contractor will repair, adjust, and/or replace lighting and electrical components on an as needed basis.

Ms. Kathleen Mills made a motion to approve the Service Agreement with Cassady Electric. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

Ms. Dunbar, staff recommends the approval of service agreement with J&S Locksmith Shop, Inc. Contractor will provide repair, adjust and/or replace door locks on an as needed basis.

Ms. Kathleen Mills made a motion to approve the Service Agreement with J&S Locksmith Shop, Inc. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

Ms. Dunbar, staff recommends the approval of service agreement with Bruce’s Welding. Contractor will perform welding repairs to equipment on an as needed basis.

Ms. Kathleen Mills made a motion to approve the Service Agreement with Bruce’s Welding. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

Ms. Dunbar staff recommends approval of service agreement with Big Dipper Building Services, LLC (Overhead Door). Contractor will repair, adjust, and/or replace overhead/garage doors on an as needed basis.

Ms. Kathleen Mills made a motion to approve the Service Agreement with Big Dipper Building Services, LLD (Overhead Door). Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-9 Review/Approval of the Partnership Agreement with Monroe County Civic Theater, INC.

Mr. Greg Jacobs, Community Events Coordinator, the purpose of this agreement is to outline a program partnership which will provide for greater services in theater programming and production by combining available resources from each partner. BPRC provides promotions and location, and MCCT is responsible for the production of the plays. This agreement has been in place for twenty years, and offers free theater performances to the general public. Four performances of “As You Like It” will be offered from June 1st through June 4th.

Ms. Kathleen Mills made a motion to approve the Partnership Agreement with Monroe County Civic Theater, INC. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-10 Review/Approval of the Partnership Agreement with the Ryder Film Series

This item was removed from tonight’s agenda

C-11 Review/Approval of the PAS Performance Artist Agreement

Mr. Greg Jacobs, Community Events Coordinator, the Performing Arts Series and Concerts in the Park offers the

Bloomington Community, numerous opportunities to experience local talent at free outdoor venues throughout the city. This agreement is a contract between the PBRD and the musician. There have been no significant changes made to the agreement.

Ms. Kathleen Mills made a motion to approve the PAS Performance Artist Agreement. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-12 Review/Approval of the Southern Indiana SCUBA (SIS) Agreement

Ms. Chelsea Price, Aquatic/Program Coordinator, the purpose of the agreement is to outline a program partnership which provide for scuba diving opportunities for the Bloomington community by combining available resources from each party. BPRD provides location, pool supervisor, and promotion of programs. SIS will provide scuba instructors, the programs and pay BPRD \$500, to be used towards a Bryan Park Pool movie.

Ms. Kathleen Mills made a motion to approve the Southern Indiana SCUBA Agreement. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-13 Review/Approval of Agreement with Monroe County United Ministries (MCUM)

Ms. Chelsea Price, Aquatic/Program Coordinator, the purpose of this agreement is allow MCUM limited use of Mills Swimming Pool at a discounted rate, for MCUM's morning pre-school childcare program. The minor changes to this agreement are; changes in dates and a slight increase in price. The price increase is to help meet lifeguard wages.

Ms. Kathleen Mills made a motion to approve the Agreement with Monroe County United Ministries. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-14 Review/Approval of Agreement with Middle Way House

Ms. Chelsea Price, Aquatic/Program Coordinator, Middle Way House provides a safe shelter for women and children fleeing violence in the home. The purpose of this agreement is for limited use of Mills Pool at a discounted rate, for Middle Way House, Youth Empowerment Services (YES) program. To help meet lifeguard wages, there was a slight increase in price.

Ms. Kathleen Mills made a motion to approve the Agreement with Middle Way House for use of Mills Pool for the Youth Empowerment Services. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-15 Review/Approval of Contract with Cripe Architects for Renovations to Frank Southern Ice Arena Locker Room Restroom and Twin Lakes Recreation Center Locker Rooms.

Mr. John Turnbull, Sports Division Director, these two Park Bond Projects have been bundled into one contract, for a professional consultant to perform architecture and engineering services. The architect will producing drawings for the renovation of Frank Southern Ice Arena locker room and Twin Lakes Recreation Center locker rooms. After interviews with several architects/engineers, it was determined Paul I. Cripe, Inc. would be the best firm for this project, at a cost of \$20,500.

Ms. Kathleen Mills made a motion to approve the Contract with Crip Architects for Architectural Design Services for Renovations to Frank Southern Ice Arena Locker Room Restroom and Twin Lakes Recreation Center Locker Rooms. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-16 Review/Approval of Contract with Tabor/Bruce Architecture & Design for Cascades Golf Course Clubhouse Architecture and Engineering Services.

Mr. John Turnbull, Sports Division Director, this contract is for a professional consultant to perform architecture and engineering services for the renovation of Cascades Golf Course Clubhouse. After interviews were conducted with several architects/engineers, it was determined Tabor/Bruce would be the best firm for this project. Tabor/Bruce will provide drawings and specifications at a cost not to exceed \$85,000. Tabor/Bruce have provide quality service in the past and is in good standings with the Department.

Ms. Kathleen Mills made a motion to approve the Contract with Tabor/Bruce Architect for Renovations to Cascades Golf Course Clubhouse. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-17 Review/Approval of Contract with Toadvine Enterprises for Bleachers at Frank Southern Ice Arena

Mr. John Turnbull, Sports Division Director, this contract is for a professional consultant to perform bleacher installation at Frank Southern Ice Arena. Quotes were sought from the three supplies who offer telescopic type bleachers. Two similar quotes were returned. Staff determined Toadvine Enterprises, who submitted a quote of \$31,337, would be the most responsible and responsive. The project will be done over the summer months and ready for opening in fall of 2017.

Ms. Kathleen Mills made a motion to approve the Contract with Toadvine Enterprises. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-18 Review/Approval of Amendment to Lease Agreement with Cyclops Studios, LLC

Ms. Paula McDevitt, Administrator, on September 9, 2015, Cyclops Studios entered into a lease Agreement for Occupancy of Real Estate for buildings 2 & 3, located at 1609 S. Rogers Street, for a fee of \$1,200 per month. Review of payment history revealed arrearage of \$9,888. This Amendment allows Licensee, Adam Nahas owner of Cyclops Studios to bring the lease payments up to date with a three month payment plan. All terms of the original Agreement remain in full force and effect. Licensee shall continue paying the monthly payment for use in addition to the arrearage payments.

Ms. Kathleen Mills made a motion to approve the Amendment to Lease Agreement with Cyclops Studios, LLC. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-19 Review/Approval of Contract with Mother Nature Landscaping for Indiana Department of Natural Resources Tree Planting

Mr. Lee Huss, Urban Forester, the Department requires the services of a professional contractor in order to perform the planting of fifty five (55) trees in the public right-of-way. This contract will complete the 2016 Indiana Department of Natural Resource tree planting grant. The grant funds, replacement trees for the loss of Ash trees due to the Emerald Ash Borer.

Lee Huss shared the following information; the department will host a booth at Saturday's Monroe County Master Gardeners Garden Show. The Tree Care Manual has been updated and is available. The annual tree planting, with IU SPEA students is scheduled in April. Arbor Day celebration will be held on April 28th at the Banneker Center. Staff will be working with Elm Heights Neighborhood Association, the neighborhood received a grant to plant 20 street trees in their area. Staff is working on a project with the Orchard for a nut grove.

D. Reports

D-1. Operations Division – No Report

D-2. Recreation Division – Community Events

Mr. Bill Ream, Community Events Coordinator, presented 2017 Community Events Update.

- Winter Festival – New winter themed event, held in February with 150 in attendance
- Seusspicious Behavior – Live performances throughout the event, held in March at the library with 500+ attending.
- Spring Fling – New event celebrating spring, held in March at Twin Lakes Recreation Center with 150 attendees
- Expo (2) – Children's Expo and 50+ Expo
- Farmers Market – Runs from April through November
- Community Gardens/Plant a Row – 214 plots for rent/provided 376,000+ pounds of food since 2002
- Nature Sounds (4) – Programs combine nature and music
- Dog Events (3) – Yappy Hours, Drool in the Pool and Yappy Howl o-ween
- Summer Sampler – Provides community event information
- Performing Arts Series (26) – Free outdoor performances in venues throughout the City.
- A Fair of the Arts (6) – Local and regional artist display, demonstrate and sell well-crafted objects
- Movies in the Park (6) – Movies are shown in the parks on a 16'x9' screen

- Touch a Truck – Allows children the opportunity to get up close to trucks of all shapes and sizes
- Fourth of July Parade – held in partnership with Downtown Bloomington
- Messy Mania – Allows children to experiment with all kinds of messy mediums
- Junk in the Trunk – Community garage sale
- Halloween Programs (2) – Trick or Treat Trail and Festival of Ghost Stories
- Bloomington Pumpkin Launch – Launcher teams hurl pumpkins in competition, plus children activities
- Holiday Market – Features locally-grown farm products, arts and crafts and entertainment

D-3. Sports Division – No Report

D-4 Administrative Division – No Report

ADJOURNMENT

Meeting adjourned at 5:18 p.m.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners



Board of Parks & Recreation Claim Register

Invoice Date Range 03/28/17 - 04/07/17

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 General										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	171545	18-supplies for Switchyard mtg-ice,	Paid by Check # 65253		03/28/2017	03/28/2017	04/07/2017		04/07/2017	5.31
8002 - Safeguard Business Systems, INC	032060938	18-Deposit Tickets	Paid by EFT # 16708		03/28/2017	03/28/2017	04/07/2017		04/07/2017	303.26
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$308.57
Account 53210 - Telephone										
1079 - AT&T	81234937000317	18- Landlines March - April	Paid by Check # 65231		03/28/2017	03/28/2017	04/07/2017		04/07/2017	1,937.96
Account 53210 - Telephone Totals									Invoice Transactions 1	\$1,937.96
Account 53990 - Other Services and Charges										
50761 - Bloomington Sandwich Co, LLC	3-23-2017	18- Lunch Switchyard Meeting	Paid by EFT # 16591		03/28/2017	03/28/2017	04/07/2017		04/07/2017	109.73
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$109.73
Program 181000 - Administration Totals									Invoice Transactions 4	\$2,356.26
Program 181100 - Marketing										
Account 52420 - Other Supplies										
54546 - Charles Y Coghlan, DMD (Office Easel)	65351A	18 - Promotional Products	Paid by EFT # 16603		03/28/2017	03/28/2017	04/07/2017		04/07/2017	1,261.06
205 - City Of Bloomington	182001-002	18- 10-punch pool passes for Spring Fling	Paid by Check # 65241		03/28/2017	03/28/2017	04/07/2017		04/07/2017	70.00
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$1,331.06
Account 53320 - Advertising										
323 - Hoosier Times, INC	149959 22817	18-February display ads and Kid City camp	Paid by EFT # 16639		03/28/2017	03/28/2017	04/07/2017		04/07/2017	3,627.00
5725 - MDM Marketing, LLC (Welcomemat Services)	4120175990	18-February WelcomeMat mailing	Paid by EFT # 16673		03/28/2017	03/28/2017	04/07/2017		04/07/2017	268.75
Account 53320 - Advertising Totals									Invoice Transactions 2	\$3,895.75
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	757618768	18-renew domain hosting and domain	Paid by Check # 65248		03/28/2017	03/28/2017	04/07/2017		04/07/2017	215.10
3560 - First Financial Bank / Credit Cards	60129954-5802	18- annual Robly e-mail marketing subscription	Paid by Check # 65248		03/28/2017	03/28/2017	04/07/2017		04/07/2017	535.50
3560 - First Financial Bank / Credit Cards	9853213	18-online royalty free clipart subscription	Paid by Check # 65248		03/28/2017	03/28/2017	04/07/2017		04/07/2017	144.15
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 3	\$894.75
Program 181100 - Marketing Totals									Invoice Transactions 7	\$6,121.56
Program 182001 - Aquatics - Bryan Pool										
Account 52210 - Institutional Supplies										
485 - Sam's Club	8399	18 - cleaning supplies for the pool	Paid by Check # 65262		03/28/2017	03/28/2017	04/07/2017		04/07/2017	18.45
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$18.45
Account 52310 - Building Materials and Supplies										
53005 - Menards, INC	55822	18 - racks for the pools	Paid by Check # 65254		03/28/2017	03/28/2017	04/07/2017		04/07/2017	111.89
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$111.89
Account 52420 - Other Supplies										
4504 - American National Red Cross	15724-GRCS	18 - whistles	Paid by EFT # 16574		03/28/2017	03/28/2017	04/07/2017		04/07/2017	52.14
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	785351	18-rain jackets	Paid by EFT # 16726		03/28/2017	03/28/2017	04/07/2017		04/07/2017	141.00
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$193.14
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 4	\$323.48
Program 182002 - Aquatics - Mills Pool										
Account 52210 - Institutional Supplies										
485 - Sam's Club	8399	18 - cleaning supplies for the pool	Paid by Check # 65262		03/28/2017	03/28/2017	04/07/2017		04/07/2017	18.45
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$18.45
Account 52310 - Building Materials and Supplies										
53005 - Menards, INC	55822	18 - racks for the pools	Paid by Check # 65254		03/28/2017	03/28/2017	04/07/2017		04/07/2017	115.28
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$115.28
Account 52420 - Other Supplies										
4504 - American National Red Cross	15724-GRCS	18 - whistles	Paid by EFT # 16574		03/28/2017	03/28/2017	04/07/2017		04/07/2017	52.14
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	785351	18-rain jackets	Paid by EFT # 16726		03/28/2017	03/28/2017	04/07/2017		04/07/2017	141.00
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$193.14
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 4	\$326.87
Program 182500 - Frank Southern Center										
Account 52230 - Garage and Motor Supplies										
4283 - Accurate Cutting Technologies, INC	46136	18 FSC Sharpening Zam Blades	Paid by EFT # 16568		03/28/2017	03/28/2017	04/07/2017		04/07/2017	115.80
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 1	\$115.80
Account 52310 - Building Materials and Supplies										
5913 - Becker Arena Products, INC	1006600	18 FSC Emergency Replacement glass for	Paid by Check # 65233		03/28/2017	03/28/2017	04/07/2017		04/07/2017	1,282.94
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$1,282.94
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	524807	18 FSC Parts of One Man Lift Repair	Paid by EFT # 16664		03/28/2017	03/28/2017	04/07/2017		04/07/2017	13.38
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$13.38
Account 53540 - Natural Gas										
222 - Vectren	0250573228033117	18- February Charges FSC	Paid by Check # 65267		03/28/2017	03/28/2017	04/07/2017		04/07/2017	2,842.05

				Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$2,842.05
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	1190548452031	18-Cable	Paid by Check	03/28/2017	03/28/2017	04/07/2017	04/07/2017	89.79
	317		# 65242					
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$89.79
Program 183500 - Golf Services				Program 182500 - Frank Southern Center Totals		Invoice Transactions 5		\$4,343.96
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	50591542	18 - Chemicals	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	9,634.50
			16569					
				Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1		\$9,634.50
Account 52230 - Garage and Motor Supplies								
3958 - Kenney Outdoor Solutions, Corp	766542-01	18 - Parts	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	452.45
			16659					
394 - Kleindorfer Hardware & Variety	524985	18-shop supplies	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	23.08
			16664					
				Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 2		\$475.53
Account 52310 - Building Materials and Supplies								
53005 - Menards, INC	56485	18-Coupler, pipe	Paid by Check	03/28/2017	03/28/2017	04/07/2017	04/07/2017	338.42
			# 65254					
				Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1		\$338.42
Account 52320 - Motor Vehicle Repair								
4140 - Interstate All Battery Center of Bloomington, INC	1903302007370	18 - Batteries	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	291.90
			16650					
				Account 52320 - Motor Vehicle Repair Totals		Invoice Transactions 1		\$291.90
Account 52340 - Other Repairs and Maintenance								
455 - Industrial Service & Supply, INC	49558	18 - Supplies	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	176.76
			16648					
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1		\$176.76
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-001795236	18-Republic April Service	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	629.24
			16697					
				Account 53950 - Landfill Totals		Invoice Transactions 1		\$629.24
Program 184000 - Natural Resources				Program 183500 - Golf Services Totals		Invoice Transactions 7		\$11,546.35
Account 52420 - Other Supplies								
818 - Everywhere Signs, LLC	50931	18-griffy boat launch permits	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	255.00
			16619					
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$255.00
Account 53920 - Laundry and Other Sanitation Services								
4175 - The Stables Events, LLC (Izzy's Rentals)	4785	18-wapehani restroom service	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	20.00
			16732					
				Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 1		\$20.00
Program 184500 - Youth Services -Juke Box				Program 184000 - Natural Resources Totals		Invoice Transactions 2		\$275.00
Account 52310 - Building Materials and Supplies								
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	529563825	18-AJB Mop and mat	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	37.52
			16605					
				Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1		\$37.52
Program 186500 - Community Events				Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 1		\$37.52
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards	8267997065579	18-Parks March Walmart purchase	Paid by Check	03/28/2017	03/28/2017	04/07/2017	04/07/2017	311.57
	003		# 65248					
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$311.57
Program 186500 - Community Events				Program 186500 - Community Events Totals		Invoice Transactions 1		\$311.57
Account 52420 - Other Supplies								
409 - Black Lumber Co INC	316853	18 CGP sundry equipment and lumber	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	13.98
			16587					
394 - Kleindorfer Hardware & Variety	525320	18-grass seed, level, safety glasses	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	48.18
			16664					
394 - Kleindorfer Hardware & Variety	523997	18-yard hydrant, elbows, nipple	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	60.46
			16664					
394 - Kleindorfer Hardware & Variety	525156	18-Market/CGP sundry hardware and	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	78.24
			16664					
				Account 52420 - Other Supplies Totals		Invoice Transactions 4		\$200.86
Program 186502 - Community Events-Gardens				Program 186502 - Community Events-Gardens Totals		Invoice Transactions 4		\$200.86
Account 52230 - Garage and Motor Supplies								
3496 - Smith Implements, INC	P45360	18 TLSP Filters Elements for EZ Go	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	52.64
			16717					
3496 - Smith Implements, INC	P45229	18 TLSP New Mower Blade	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	13.85
			16717					
476 - Southern Indiana Parts, INC (Napa Auto Parts)	136042	18 TLSP Golf Cart Air Fill	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	14.56
			16718					
				Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 3		\$81.05
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-001797571	18-Republic April Service	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	76.41
			16697					
				Account 53950 - Landfill Totals		Invoice Transactions 1		\$76.41
Program 187001 - Adult Sports-Softball				Program 187001 - Adult Sports-Softball Totals		Invoice Transactions 4		\$157.46
Account 52210 - Institutional Supplies								
1029 - Cintas First Aid & Safety # 388	5007508739	18- BBCC First Aid Supplies	Paid by Check	03/28/2017	03/28/2017	04/07/2017	04/07/2017	40.38
			# 65240					
				Account 52210 - Institutional Supplies Totals		Invoice Transactions 1		\$40.38
Program 189000 - Operations				Program 187500 - Banneker Totals		Invoice Transactions 1		\$40.38
Account 52210 - Institutional Supplies								
15449 - Rosen & Rosen Industries (R&R Industries)	514540	18-Safety vests for OPS Division	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	171.29
			16705					
				Account 52210 - Institutional Supplies Totals		Invoice Transactions 1		\$171.29
Account 52220 - Agricultural Supplies								
51891 - Forest Commodities, INC	17032309	18-(4) semi-truck loads EWF (playground	Paid by EFT #	03/28/2017	03/28/2017	04/07/2017	04/07/2017	1,715.00
			16626					

394 - Kleindorfer Hardware & Variety	521800	18-cracked corn	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	9.56
Account 52230 - Garage and Motor Supplies			Account 52220 - Agricultural Supplies Totals		Invoice Transactions 2			\$1,724.56
394 - Kleindorfer Hardware & Variety	525104	18-tubing, nipple	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	8.44
394 - Kleindorfer Hardware & Variety	522996	18-ball valve	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	4.49
476 - Southern Indiana Parts, INC (Napa Auto Parts)	138119	18-rotary barrel pump	Paid by EFT # 16718	03/28/2017	03/28/2017	04/07/2017	04/07/2017	55.49
Account 52310 - Building Materials and Supplies			Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 3			\$68.42
394 - Kleindorfer Hardware & Variety	525174	18-hammer, nut	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	15.74
394 - Kleindorfer Hardware & Variety	525504	18-grate	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	18.98
394 - Kleindorfer Hardware & Variety	525297	18-nuts	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	1.38
394 - Kleindorfer Hardware & Variety	523494	18-Misc hardware, tools, electrical & plumbing	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	23.52
53005 - Menards, INC	57153	18-Concrete Mix	Paid by Check # 65254	03/28/2017	03/28/2017	04/07/2017	04/07/2017	16.52
53005 - Menards, INC	56955	18-concrete mix	Paid by Check # 65254	03/28/2017	03/28/2017	04/07/2017	04/07/2017	41.30
53005 - Menards, INC	56468	18-Misc items for building of new projects	Paid by Check # 65254	03/28/2017	03/28/2017	04/07/2017	04/07/2017	59.93
Account 52340 - Other Repairs and Maintenance			Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 7			\$177.37
5415 - Allied Wholesale Electrical Supply, LLC	5321194	18-Repair/replacement electrical & plumbing	Paid by EFT # 16573	03/28/2017	03/28/2017	04/07/2017	04/07/2017	45.38
409 - Black Lumber Co INC	317632	18-concrete sealant	Paid by EFT # 16587	03/28/2017	03/28/2017	04/07/2017	04/07/2017	44.97
455 - Industrial Service & Supply, INC	49550	18-Replacement hose for pressure washer	Paid by EFT # 16648	03/28/2017	03/28/2017	04/07/2017	04/07/2017	298.96
394 - Kleindorfer Hardware & Variety	525839	18-paint brushes	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	22.98
394 - Kleindorfer Hardware & Variety	525045	18-clamps, torx bit, pipe barb	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	19.33
394 - Kleindorfer Hardware & Variety	524000	18-roller covers, goot off cleaner	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	31.77
394 - Kleindorfer Hardware & Variety	525338	18-coat hook, wall anchor	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	2.69
394 - Kleindorfer Hardware & Variety	525096	18-Misc hardware, plumbing, electrical & 18-screws	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	22.58
394 - Kleindorfer Hardware & Variety	522781	18-screws	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	1.30
3496 - Smith Implements, INC	P45281	18-Filler Cap	Paid by EFT # 16717	03/28/2017	03/28/2017	04/07/2017	04/07/2017	4.38
476 - Southern Indiana Parts, INC (Napa Auto Parts)	136233	18-Repair parts/supplies for groundskeeping	Paid by EFT # 16718	03/28/2017	03/28/2017	04/07/2017	04/07/2017	28.77
476 - Southern Indiana Parts, INC (Napa Auto Parts)	137419	18-Spark Plug	Paid by EFT # 16718	03/28/2017	03/28/2017	04/07/2017	04/07/2017	15.28
4443 - The Sherwin Williams Company	2000-6	18-Paint, stain, brushes, rollers, roller covers etc	Paid by EFT # 16731	03/28/2017	03/28/2017	04/07/2017	04/07/2017	192.88
11611 - Woods Electrical Contractors, INC	1702BLINE53	18-Retrofit of B-Line light (#53) to LED corn	Paid by EFT # 16746	03/28/2017	03/28/2017	04/07/2017	04/07/2017	129.68
Account 52420 - Other Supplies			Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 14			\$860.95
409 - Black Lumber Co INC	K17327	18-(18) heavy-duty basketball nets for parks	Paid by EFT # 16587	03/28/2017	03/28/2017	04/07/2017	04/07/2017	108.00
394 - Kleindorfer Hardware & Variety	525474	18-toggle balls, wire ties	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	30.97
394 - Kleindorfer Hardware & Variety	525096	18-Misc hardware, plumbing, electrical & 18-handle, hose, etc	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	8.99
394 - Kleindorfer Hardware & Variety	522791	18-handle, hose, etc	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	64.89
53005 - Menards, INC	57310	18-toggle balls	Paid by Check # 65254	03/28/2017	03/28/2017	04/07/2017	04/07/2017	11.98
Account 53510 - Electrical Services			Account 52420 - Other Supplies Totals		Invoice Transactions 5			\$224.83
223 - Duke Energy	803840016 041317	18- Feb-March Electric Charges Round-about	Paid by Check # 65246	03/28/2017	03/28/2017	04/07/2017	04/07/2017	9.76
Account 53650 - Other Repairs			Account 53510 - Electrical Services Totals		Invoice Transactions 1			\$9.76
11 - Bruce's Welding	062713	18-Welding work to modify hitch receiver on	Paid by Check # 65238	03/28/2017	03/28/2017	04/07/2017	04/07/2017	250.00
11611 - Woods Electrical Contractors, INC	1702BLINE53	18-Retrofit of B-Line light (#53) to LED corn	Paid by EFT # 16746	03/28/2017	03/28/2017	04/07/2017	04/07/2017	65.00
Account 53730 - Machinery and Equipment Rental			Account 53650 - Other Repairs Totals		Invoice Transactions 2			\$315.00
2974 - MacAllister Machinery Co, INC	R67209075301	18-Rental of walk-behind stump grinder	Paid by EFT # 16670	03/28/2017	03/28/2017	04/07/2017	04/07/2017	411.00
Account 53920 - Laundry and Other Sanitation Services			Account 53730 - Machinery and Equipment Rental Totals		Invoice Transactions 1			\$411.00
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	529563821	18-Mat services: weekly cleaning & exchange @	Paid by EFT # 16605	03/28/2017	03/28/2017	04/07/2017	04/07/2017	29.62
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	529562440	18-Mat services: weekly cleaning & exchange @	Paid by EFT # 16605	03/28/2017	03/28/2017	04/07/2017	04/07/2017	16.40
4175 - The Stables Events, LLC (Izzy's Rentals)	4688	18-Annual port-a-let service/rental @ (6)	Paid by EFT # 16732	03/28/2017	03/28/2017	04/07/2017	04/07/2017	555.00
4175 - The Stables Events, LLC (Izzy's Rentals)	4784	18-Annual port-a-let service/rental @ (6)	Paid by EFT # 16732	03/28/2017	03/28/2017	04/07/2017	04/07/2017	555.00
Account 53950 - Landfill			Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 4			\$1,156.02
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	29071003	18-Disposal of tires (from rolling stock &	Paid by EFT # 16585	03/28/2017	03/28/2017	04/07/2017	04/07/2017	30.00
Account 53990 - Other Services and Charges			Account 53950 - Landfill Totals		Invoice Transactions 1			\$30.00
129 - FedEx Office and Print Service, INC	021100037740	18-Lamination of (4) vehicle cards w/ safety	Paid by EFT # 16622	03/28/2017	03/28/2017	04/07/2017	04/07/2017	76.10

				Account 53990 - Other Services and Charges Totals			Invoice Transactions 1	\$76.10
				Program 189000 - Operations Totals			Invoice Transactions 42	\$5,225.30
Program 189500 - Landscaping								
Account 52210 - Institutional Supplies								
15449 - Rosen & Rosen Industries (R&R Industries)	514540	18-Safety vests for OPS Division	Paid by EFT # 16705	03/28/2017	03/28/2017	04/07/2017	04/07/2017	100.00
				Account 52210 - Institutional Supplies Totals			Invoice Transactions 1	\$100.00
Account 52420 - Other Supplies								
4660 - A.M. Leonard, INC	C117038558	18- UF & Landscaping supplies	Paid by EFT # 16566	03/28/2017	03/28/2017	04/07/2017	04/07/2017	49.17
4660 - A.M. Leonard, INC	C117027365	18- UF & Landscaping supplies	Paid by EFT # 16566	03/28/2017	03/28/2017	04/07/2017	04/07/2017	228.64
4660 - A.M. Leonard, INC	C117028166	18- UF & Landscaping supplies	Paid by EFT # 16566	03/28/2017	03/28/2017	04/07/2017	04/07/2017	94.50
				Account 52420 - Other Supplies Totals			Invoice Transactions 3	\$372.31
				Program 189500 - Landscaping Totals			Invoice Transactions 4	\$472.31
Program 189501 - Cemeteries								
Account 52210 - Institutional Supplies								
15449 - Rosen & Rosen Industries (R&R Industries)	514540	18-Safety vests for OPS Division	Paid by EFT # 16705	03/28/2017	03/28/2017	04/07/2017	04/07/2017	75.00
				Account 52210 - Institutional Supplies Totals			Invoice Transactions 1	\$75.00
Account 53230 - Travel								
1443 - Curtis L Gilstrap	030617	18- per diem for CORE training on 3/2/17	Paid by EFT # 16632	03/28/2017	03/28/2017	04/07/2017	04/07/2017	23.00
				Account 53230 - Travel Totals			Invoice Transactions 1	\$23.00
				Program 189501 - Cemeteries Totals			Invoice Transactions 2	\$98.00
Program 189503 - Urban Forestry								
Account 52210 - Institutional Supplies								
15449 - Rosen & Rosen Industries (R&R Industries)	514540	18-Safety vests for OPS Division	Paid by EFT # 16705	03/28/2017	03/28/2017	04/07/2017	04/07/2017	50.00
				Account 52210 - Institutional Supplies Totals			Invoice Transactions 1	\$50.00
Account 52310 - Building Materials and Supplies								
409 - Black Lumber Co INC	317631	18-Makita caulk & adhesive gun tool	Paid by EFT # 16587	03/28/2017	03/28/2017	04/07/2017	04/07/2017	253.99
409 - Black Lumber Co INC	K17289	18-(2) pks 7" cable ties & 100' of 4' safety fence	Paid by EFT # 16587	03/28/2017	03/28/2017	04/07/2017	04/07/2017	75.95
				Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 2	\$329.94
Account 52420 - Other Supplies								
4660 - A.M. Leonard, INC	C117027364	18- Urban Forestry tree planting supplies	Paid by EFT # 16566	03/28/2017	03/28/2017	04/07/2017	04/07/2017	425.04
4660 - A.M. Leonard, INC	C117032531	18- Urban Forestry tree planting supplies	Paid by EFT # 16566	03/28/2017	03/28/2017	04/07/2017	04/07/2017	119.96
				Account 52420 - Other Supplies Totals			Invoice Transactions 2	\$545.00
Account 53160 - Instruction								
896 - Indiana Arborist Association	100 032017	18-Arborist Certification Prep Course for (1) RFT	Paid by EFT # 16644	03/28/2017	03/28/2017	04/07/2017	04/07/2017	169.00
				Account 53160 - Instruction Totals			Invoice Transactions 1	\$169.00
Account 53910 - Dues and Subscriptions								
4484 - International Society of Arboriculture	2017-Haskell	18-Annual membership for Haskell Smith	Paid by EFT # 16649	03/28/2017	03/28/2017	04/07/2017	04/07/2017	135.00
				Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1	\$135.00
				Program 189503 - Urban Forestry Totals			Invoice Transactions 7	\$1,228.94
				Department 18 - Parks & Recreation Totals			Invoice Transactions 99	\$33,065.82
				Fund 200 - Parks and Recreation General Totals			Invoice Transactions 99	\$33,065.82
Fund 201 - Parks and Rec Non Reverting								
Department 18 - Parks & Recreation								
Program 182001 - Aquatics - Bryan Pool								
Account 52310 - Building Materials and Supplies								
53005 - Menards, INC	55822	18 - racks for the pools	Paid by Check # 65254	03/28/2017	03/28/2017	04/07/2017	04/07/2017	111.89
				Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 1	\$111.89
				Program 182001 - Aquatics - Bryan Pool Totals			Invoice Transactions 1	\$111.89
Program 182500 - Frank Southern Center								
Account 52420 - Other Supplies								
11693 - The Awards Center	56339	18 FSC Medals for Ice Show	Paid by Check # 65266	03/28/2017	03/28/2017	04/07/2017	04/07/2017	247.50
				Account 52420 - Other Supplies Totals			Invoice Transactions 1	\$247.50
				Program 182500 - Frank Southern Center Totals			Invoice Transactions 1	\$247.50
Program 183500 - Golf Services								
Account 52330 - Street, Alley, and Sewer Material								
485 - Sam's Club	0055 032517	18 - Candy Bars, Concessions Items	Paid by Check # 65262	03/28/2017	03/28/2017	04/07/2017	04/07/2017	68.94
485 - Sam's Club	2081	18 - Candy Bars, Concessions Items	Paid by Check # 65262	03/28/2017	03/28/2017	04/07/2017	04/07/2017	205.20
				Account 52330 - Street, Alley, and Sewer Material Totals			Invoice Transactions 2	\$274.14
				Program 183500 - Golf Services Totals			Invoice Transactions 2	\$274.14
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street, Alley, and Sewer Material								
50914 - Callaway Golf Sales Company	927545416	18 - Merchandise	Paid by Check # 65239	03/28/2017	03/28/2017	04/07/2017	04/07/2017	381.50
53619 - Ping, INC	13645005	18 - Shop Merchandise	Paid by EFT # 16692	03/28/2017	03/28/2017	04/07/2017	04/07/2017	148.30
53619 - Ping, INC	13640843	18 - Shop Merchandise	Paid by EFT # 16692	03/28/2017	03/28/2017	04/07/2017	04/07/2017	1,638.44
53619 - Ping, INC	13640842	18 - Shop Merchandise	Paid by EFT # 16692	03/28/2017	03/28/2017	04/07/2017	04/07/2017	120.85
53619 - Ping, INC	13458804	18 - Credit Memo	Paid by EFT # 16692	03/28/2017	03/28/2017	04/07/2017	04/07/2017	(90.00)
53619 - Ping, INC	13378746	18 - Credit Memo	Paid by EFT # 16692	03/28/2017	03/28/2017	04/07/2017	04/07/2017	(285.00)
53619 - Ping, INC	13521806	18 - Credit Memo	Paid by EFT # 16692	03/28/2017	03/28/2017	04/07/2017	04/07/2017	(207.00)
				Account 52330 - Street, Alley, and Sewer Material Totals			Invoice Transactions 7	\$1,707.09
				Program 183501 - Golf Course - Pro Shop Totals			Invoice Transactions 7	\$1,707.09
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies								

4647 - S&S Worldwide, INC	9539798	18-Children's Expo craft supplies S&S	Paid by EFT # 16707	03/28/2017	03/28/2017	04/07/2017	04/07/2017	45.19
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$45.19
Account 53220 - Postage								
323 - Hoosier Times, INC	149959 22817	18-February display ads and Kid City camp	Paid by EFT # 16639	03/28/2017	03/28/2017	04/07/2017	04/07/2017	474.00
			Account 53220 - Postage Totals			Invoice Transactions 1		\$474.00
			Program 184501 - Youth Services-Kid City Camps Totals			Invoice Transactions 2		\$519.19
Program 184502 - Youth Expo- Childrens Expo								
Account 52420 - Other Supplies								
4647 - S&S Worldwide, INC	9539798	18-Children's Expo craft supplies S&S	Paid by EFT # 16707	03/28/2017	03/28/2017	04/07/2017	04/07/2017	83.92
485 - Sam's Club	8104	18-Children's Expo survey prizes & craft	Paid by Check # 65262	03/28/2017	03/28/2017	04/07/2017	04/07/2017	89.02
			Account 52420 - Other Supplies Totals			Invoice Transactions 2		\$172.94
Account 53310 - Printing								
5387 - Creative Graphics, INC (dba Baugh Enterprises)	2699	18-Children's Expo rack cards	Paid by EFT # 16609	03/28/2017	03/28/2017	04/07/2017	04/07/2017	698.40
			Account 53310 - Printing Totals			Invoice Transactions 1		\$698.40
Account 53990 - Other Services and Charges								
13149 - Blast Off Balloons, INC	75039	18-Balloons for Children's Expo	Paid by Check # 65235	03/28/2017	03/28/2017	04/07/2017	04/07/2017	365.00
5537 - Edward A Santos	012417	18- Cartoon artist for Children's Expo	Paid by EFT # 16709	03/28/2017	03/28/2017	04/07/2017	04/07/2017	285.00
1327 - David Weigand	032517	18- Magic for Children's Expo	Paid by EFT # 16740	03/28/2017	03/28/2017	04/07/2017	04/07/2017	150.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 3		\$800.00
			Program 184502 - Youth Expo- Childrens Expo Totals			Invoice Transactions 6		\$1,671.34
Program 185000 - Twin Lakes Recreation Center								
Account 52210 - Institutional Supplies								
485 - Sam's Club	7591 031517	18 - TLRC Facility Supplies	Paid by Check # 65262	03/28/2017	03/28/2017	04/07/2017	04/07/2017	29.94
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 1		\$29.94
Account 52310 - Building Materials and Supplies								
4660 - A.M. Leonard, INC	C117028165	18 - TLRC Landscaping Supplies	Paid by EFT # 16566	03/28/2017	03/28/2017	04/07/2017	04/07/2017	988.67
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 1		\$988.67
Account 52420 - Other Supplies								
51447 - Discount Vacuum Center	030917	18 - TLRC Vacuum Supplies and Service	Paid by Check # 65245	03/28/2017	03/28/2017	04/07/2017	04/07/2017	90.85
6889 - Professional Golfcar Corporation	56193	18 - TLRC hitch for golf cart	Paid by EFT # 16694	03/28/2017	03/28/2017	04/07/2017	04/07/2017	65.00
485 - Sam's Club	008000 030917	18-Replacement of office chairs	Paid by Check # 65262	03/28/2017	03/28/2017	04/07/2017	04/07/2017	559.80
			Account 52420 - Other Supplies Totals			Invoice Transactions 3		\$715.65
Account 53610 - Building Repairs								
53657 - Plymate, INC	2656461	18 - TLRC Entry Mat Service	Paid by EFT # 16693	03/28/2017	03/28/2017	04/07/2017	04/07/2017	70.99
			Account 53610 - Building Repairs Totals			Invoice Transactions 1		\$70.99
Account 53910 - Dues and Subscriptions								
454 - DirecTV, LLC	30978937279	18-Statellite Service	Paid by Check # 65244	03/28/2017	03/28/2017	04/07/2017	04/07/2017	157.97
			Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$157.97
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-001798610	18-Republic April Service	Paid by EFT # 16697	03/28/2017	03/28/2017	04/07/2017	04/07/2017	121.46
			Account 53950 - Landfill Totals			Invoice Transactions 1		\$121.46
			Program 185000 - Twin Lakes Recreation Center Totals			Invoice Transactions 8		\$2,084.66
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
5904 - Veronica Bone	032017	18-TLRC Fitness Specialist	Paid by EFT # 16593	03/28/2017	03/28/2017	04/07/2017	04/07/2017	37.50
5274 - Catherine T Gossett	032217	18-TLRC Fitness Specialist	Paid by EFT # 16633	03/28/2017	03/28/2017	04/07/2017	04/07/2017	220.50
1336 - Kristy L LeVert	032317	18-TLRC Fitness Specialist	Paid by EFT # 16669	03/28/2017	03/28/2017	04/07/2017	04/07/2017	62.50
5007 - Emeline P O'Connor	032117	18-TLRC Fitness Specialist	Paid by EFT # 16685	03/28/2017	03/28/2017	04/07/2017	04/07/2017	45.00
14093 - Allana Radecki	032217	18-TLRC Fitness Specialist	Paid by EFT # 16695	03/28/2017	03/28/2017	04/07/2017	04/07/2017	93.75
4062 - Janet Altman Scott	032317	18-TLRC Fitness Specialist	Paid by EFT # 16710	03/28/2017	03/28/2017	04/07/2017	04/07/2017	193.50
1973 - Megan M Stark	032417	18-TLRC Fitness Specialist	Paid by EFT # 16723	03/28/2017	03/28/2017	04/07/2017	04/07/2017	300.00
5457 - Krista Wilhelmsen	031117	18-TLRC Fitness Specialist	Paid by EFT # 16743	03/28/2017	03/28/2017	04/07/2017	04/07/2017	25.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 8		\$977.75
			Program 185002 - TLRC-Health & Wellness Totals			Invoice Transactions 8		\$977.75
Program 185003 - TLRC-Basketball								
Account 53940 - Temporary Contractual Employee								
5923 - Brandon Ellis	030417	18- 2017 BYB Season III Official	Paid by EFT # 16615	03/28/2017	03/28/2017	04/07/2017	04/07/2017	108.00
5924 - John W Van Wagner	030417	18- 2017 BYB Season III Official	Paid by EFT # 16737	03/28/2017	03/28/2017	04/07/2017	04/07/2017	108.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 2		\$216.00
			Program 185003 - TLRC-Basketball Totals			Invoice Transactions 2		\$216.00
Program 185006 - TLRC-Concessions								
Account 52330 - Street, Alley, and Sewer Material								
485 - Sam's Club	000000 022317	18 - TLRC Concessions Supplies	Paid by Check # 65262	03/28/2017	03/28/2017	04/07/2017	04/07/2017	292.76
485 - Sam's Club	7591	18 - TLRC Concessions Supplies	Paid by Check # 65262	03/28/2017	03/28/2017	04/07/2017	04/07/2017	97.78
			Account 52330 - Street, Alley, and Sewer Material Totals			Invoice Transactions 2		\$390.54
Account 53650 - Other Repairs								
392 - Koorsen Fire & Security, INC	4149628	18 - TLRC Kitchen Hood Inspection	Paid by EFT # 16665	03/28/2017	03/28/2017	04/07/2017	04/07/2017	279.92
			Account 53650 - Other Repairs Totals			Invoice Transactions 1		\$279.92

Program 185006 - TLRC-Concessions Totals				Invoice Transactions 3		\$670.46		
Program 186500 - Community Events								
Account 53990 - Other Services and Charges								
5855 - Laura Pence (Aerialogy LLC)	020217	18-Spring Fling Entertainment	Paid by EFT # 16689	03/28/2017	03/28/2017	04/07/2017	04/07/2017	200.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$200.00		
Program 186500 - Community Events Totals				Invoice Transactions 1		\$200.00		
Program 186502 - Community Events-Gardens								
Account 53940 - Temporary Contractual Employee								
5905 - Steven B.G. Stewart	032517	18 CGP Contractual Instruction - 75603-A	Paid by EFT # 16725	03/28/2017	03/28/2017	04/07/2017	04/07/2017	75.00
Account 53940 - Temporary Contractual Employee Totals				Invoice Transactions 1		\$75.00		
Program 186502 - Community Events-Gardens Totals				Invoice Transactions 1		\$75.00		
Program 186503 - Community Events-Farmers' Market								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	525156	18-Market/CGP sundry hardware and	Paid by EFT # 16664	03/28/2017	03/28/2017	04/07/2017	04/07/2017	53.99
Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$53.99		
Account 53940 - Temporary Contractual Employee								
5865 - Sean N Breeder-Ost (Contractual Employee)	011917	18 - Market - contractual work on	Paid by EFT # 16595	03/28/2017	03/28/2017	04/07/2017	04/07/2017	52.50
Account 53940 - Temporary Contractual Employee Totals				Invoice Transactions 1		\$52.50		
Program 186503 - Community Events-Farmers' Market Totals				Invoice Transactions 2		\$106.49		
Program 187503 - Banneker-Classes								
Account 52420 - Other Supplies								
485 - Sam's Club	8421 032317	18- BBCC Teen Events	Paid by Check # 65262	03/28/2017	03/28/2017	04/07/2017	04/07/2017	66.30
485 - Sam's Club	8260	18- BBCC Break Days	Paid by Check # 65262	03/28/2017	03/28/2017	04/07/2017	04/07/2017	36.18
485 - Sam's Club	6773	18- BBCC Break Days	Paid by Check # 65262	03/28/2017	03/28/2017	04/07/2017	04/07/2017	242.55
Account 52420 - Other Supplies Totals				Invoice Transactions 3		\$345.03		
Account 53990 - Other Services and Charges								
2370 - WildCare, INC	031517	18- BBCC Break Days	Paid by Check # 65268	03/28/2017	03/28/2017	04/07/2017	04/07/2017	250.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$250.00		
Program 187503 - Banneker-Classes Totals				Invoice Transactions 4		\$595.03		
Program G15012 - 2015 Leonard Springs Nature Days								
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (Bloominfofoods)	997649-02	18-LSND volunteer snacks	Paid by Check # 65236	03/28/2017	03/28/2017	04/07/2017	04/07/2017	32.15
4568 - Forestry Suppliers, INC	158171-00	18-lsnd supplies	Paid by EFT # 16627	03/28/2017	03/28/2017	04/07/2017	04/07/2017	74.92
Account 52420 - Other Supplies Totals				Invoice Transactions 2		\$107.07		
Program G15012 - 2015 Leonard Springs Nature Days Totals				Invoice Transactions 2		\$107.07		
Program G16004 - 2016 Griffy Lake Nature Days								
Account 52420 - Other Supplies								
4568 - Forestry Suppliers, INC	158795-00	18-gsnd supplies	Paid by EFT # 16627	03/28/2017	03/28/2017	04/07/2017	04/07/2017	17.93
Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$17.93		
Program G16004 - 2016 Griffy Lake Nature Days Totals				Invoice Transactions 1		\$17.93		
Department 18 - Parks & Recreation Totals				Invoice Transactions 51		\$9,581.56		
Fund 201 - Parks and Rec Non Reverting Totals				Invoice Transactions 51		\$9,581.56		
Grand Totals				Invoice Transactions 150		\$42,647.38		



Board of Parks & Recreation Claim Register

Invoice Date Range 03/22/17 - 03/22/17

Special Utility Checks

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 General										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	75261144031920	18-Wireless Charges 2-12 thru 3-11	Paid by Check # 65209		03/22/2017	03/22/2017		03/22/2017		82.73
		Account 53210 - Telephone Totals						Invoice Transactions 1		\$82.73
		Program 181000 - Administration Totals						Invoice Transactions 1		\$82.73
Program 182001 - Aquatics - Bryan Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	75261144031920	18-Wireless Charges 2-12 thru 3-11	Paid by Check # 65209		03/22/2017	03/22/2017		03/22/2017		59.98
		Account 53210 - Telephone Totals						Invoice Transactions 1		\$59.98
		Program 182001 - Aquatics - Bryan Pool Totals						Invoice Transactions 1		\$59.98
Program 182002 - Aquatics - Mills Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	75261144031920	18-Wireless Charges 2-12 thru 3-11	Paid by Check # 65209		03/22/2017	03/22/2017		03/22/2017		29.99
		Account 53210 - Telephone Totals						Invoice Transactions 1		\$29.99
		Program 182002 - Aquatics - Mills Pool Totals						Invoice Transactions 1		\$29.99
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - Amerigas Propane, LP										
	3062586009	18-FSC Propane for Zamboni	Paid by EFT # 16555		03/22/2017	03/22/2017		03/22/2017		191.58
		Account 52240 - Fuel and Oil Totals						Invoice Transactions 1		\$191.58
		Program 182500 - Frank Southern Center Totals						Invoice Transactions 1		\$191.58
Program 183500 - Golf Services										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	75261144031920	18-Wireless Charges 2-12 thru 3-11	Paid by Check # 65209		03/22/2017	03/22/2017		03/22/2017		91.42
		Account 53210 - Telephone Totals						Invoice Transactions 1		\$91.42
		Program 183500 - Golf Services Totals						Invoice Transactions 1		\$91.42
Program 184000 - Natural Resources										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	75261144031920	18-Wireless Charges 2-12 thru 3-11	Paid by Check # 65209		03/22/2017	03/22/2017		03/22/2017		29.99
		Account 53210 - Telephone Totals						Invoice Transactions 1		\$29.99
		Program 184000 - Natural Resources Totals						Invoice Transactions 1		\$29.99
Program 187001 - Adult Sports-Softball										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	75261144031920	18-Wireless Charges 2-12 thru 3-11	Paid by Check # 65209		03/22/2017	03/22/2017		03/22/2017		61.89
		Account 53210 - Telephone Totals						Invoice Transactions 1		\$61.89
		Program 187001 - Adult Sports-Softball Totals						Invoice Transactions 1		\$61.89
Program 187500 - Banneker										
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC										
	11906070840317	18- BBCC Cable Subscription	Paid by Check # 65217		03/22/2017	03/22/2017		03/22/2017		100.33
		Account 53910 - Dues and Subscriptions Totals						Invoice Transactions 1		\$100.33
		Program 187500 - Banneker Totals						Invoice Transactions 1		\$100.33
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	75261144031920	18-Wireless Charges 2-12 thru 3-11	Paid by Check # 65209		03/22/2017	03/22/2017		03/22/2017		45.71
		Account 53210 - Telephone Totals						Invoice Transactions 1		\$45.71
		Program 188001 - Inclusive Recreation Totals						Invoice Transactions 1		\$45.71

Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	75261144031920 18-Wireless Charges 2- 17	Paid by Check # 65209	03/22/2017	03/22/2017	03/22/2017	03/22/2017	219.83
Account 53210 - Telephone Totals							\$219.83
Program 189501 - Cemeteries Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	75261144031920 18-Wireless Charges 2- 17	Paid by Check # 65209	03/22/2017	03/22/2017	03/22/2017	03/22/2017	45.71
Account 53210 - Telephone Totals							\$45.71
Program 189501 - Cemeteries Totals							\$45.71
Program 189503 - Urban Forestry Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	75261144031920 18-Wireless Charges 2- 17	Paid by Check # 65209	03/22/2017	03/22/2017	03/22/2017	03/22/2017	45.73
Account 53210 - Telephone Totals							\$45.73
Program 189503 - Urban Forestry Totals							\$45.73
Department 18 - Parks & Recreation Totals							\$1,004.89
Fund 200 - Parks and Recreation General Totals							\$1,004.89
Fund 201 - Parks and Rec Non Reverting Department 18 - Parks & Recreation Program 184501 - Youth Services-Kid City Camps Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	75261144031920 18-Wireless Charges 2- 17	Paid by Check # 65209	03/22/2017	03/22/2017	03/22/2017	03/22/2017	16.18
Account 53210 - Telephone Totals							\$16.18
Program 184501 - Youth Services-Kid City Camps Totals							\$16.18
Program 185000 - Twin Lakes Recreation Center Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	75261144031920 18-Wireless Charges 2- 17	Paid by Check # 65209	03/22/2017	03/22/2017	03/22/2017	03/22/2017	36.81
Account 53210 - Telephone Totals							\$36.81
Program 185000 - Twin Lakes Recreation Center Totals							\$36.81
Program 186500 - Community Events Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	75261144031920 18-Wireless Charges 2- 17	Paid by Check # 65209	03/22/2017	03/22/2017	03/22/2017	03/22/2017	45.71
Account 53210 - Telephone Totals							\$45.71
Program 186500 - Community Events Totals							\$45.71
Program 186503 - Community Events-Farmers' Market Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	75261144031920 18-Wireless Charges 2- 17	Paid by Check # 65209	03/22/2017	03/22/2017	03/22/2017	03/22/2017	45.71
Account 53210 - Telephone Totals							\$45.71
Program 186503 - Community Events-Farmers' Market Totals							\$45.71
Department 18 - Parks & Recreation Totals							\$144.41
Fund 201 - Parks and Rec Non Reverting Totals							\$144.41
Grand Totals							\$1,149.30



Board of Parks & Recreation Claim Register

Invoice Date Range 03/21/17 - 03/21/17
Bank Fees for February 2017

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 General Department 18 - Parks & Recreation Program 182001 - Aquatics - Bryan Pool Account 53830 - Bank Charges 18844 - First Financial Bank, N.A.	06-PtKRec02-17	06-Park & Rec Feb 2017	Paid by EFT # 16748		03/21/2017	03/21/2017	03/21/2017		03/21/2017	10.00
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$10.00
				Program 182001 - Aquatics - Bryan Pool Totals				Invoice Transactions 1		\$10.00
Program 182500 - Frank Southern Center Account 53830 - Bank Charges 18844 - First Financial Bank, N.A.	06-PtKRec02-17	06-Park & Rec Feb 2017	Paid by EFT # 16748		03/21/2017	03/21/2017	03/21/2017		03/21/2017	495.87
	06-Cou/Fees02-17	06-Courier Fees Feb 2017	Paid by EFT # 16750		03/21/2017	03/21/2017	03/21/2017		03/21/2017	95.00
				Account 53830 - Bank Charges Totals				Invoice Transactions 2		\$590.87
				Program 182500 - Frank Southern Center Totals				Invoice Transactions 2		\$590.87
Program 183500 - Golf Services Account 53830 - Bank Charges 18844 - First Financial Bank, N.A.	06-PtKRec02-17	06-Park & Rec Feb 2017	Paid by EFT # 16748		03/21/2017	03/21/2017	03/21/2017		03/21/2017	583.62
	06-Cou/Fees02-17	06-Courier Fees Feb 2017	Paid by EFT # 16750		03/21/2017	03/21/2017	03/21/2017		03/21/2017	45.50
				Account 53830 - Bank Charges Totals				Invoice Transactions 2		\$629.12
				Program 183500 - Golf Services Totals				Invoice Transactions 2		\$629.12
Program 184000 - Natural Resources Account 53830 - Bank Charges 18844 - First Financial Bank, N.A.	06-PtKRec02-17	06-Park & Rec Feb 2017	Paid by EFT # 16748		03/21/2017	03/21/2017	03/21/2017		03/21/2017	16.26
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$16.26
				Program 184000 - Natural Resources Totals				Invoice Transactions 1		\$16.26
Program 187202 - Youth Sports-Winslow Account 53830 - Bank Charges 18844 - First Financial Bank, N.A.	06-PtKRec02-17	06-Park & Rec Feb 2017	Paid by EFT # 16748		03/21/2017	03/21/2017	03/21/2017		03/21/2017	31.63
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$31.63
				Program 187202 - Youth Sports-Winslow Totals				Invoice Transactions 1		\$31.63
Program 187500 - Banneker Account 53830 - Bank Charges 18844 - First Financial Bank, N.A.	06-PtKRec02-17	06-Park & Rec Feb 2017	Paid by EFT # 16748		03/21/2017	03/21/2017	03/21/2017		03/21/2017	4.42
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$4.42
				Program 187500 - Banneker Totals				Invoice Transactions 1		\$4.42
Program 189501 - Cemeteries Account 53830 - Bank Charges										

18844 - First Financial Bank, N.A.	06-ColUFees02-17	06-Courier Fees Feb 2017	Paid by EFT # 16750	03/21/2017	03/21/2017	03/21/2017	03/21/2017	03/21/2017	10.50
Fund 201 - Parks and Rec Non Reverting									
Department 18 - Parks & Recreation									
Program 181000 - Administration									
Account 53830 - Bank Charges									
18844 - First Financial Bank, N.A.									
Fund 200 - Parks and Recreation General Totals									
Department 18 - Parks & Recreation Totals									
Invoice Transactions 9									
\$1,292.80									
Fund 200 - Parks and Recreation Totals									
Invoice Transactions 9									
\$1,292.80									
Account 53830 - Bank Charges Totals									
Program 181000 - Administration Totals									
Invoice Transactions 1									
\$26.39									
Account 53830 - Bank Charges Totals									
Program 181000 - Administration Totals									
Invoice Transactions 1									
\$26.39									
Account 53830 - Bank Charges Totals									
Program 181001 - Health & Wellness Totals									
Invoice Transactions 1									
\$18.11									
Account 53830 - Bank Charges Totals									
Program 181001 - Health & Wellness Totals									
Invoice Transactions 1									
\$18.11									
Account 53830 - Bank Charges Totals									
Program 182003 - Aquatics-Health & Safety Totals									
Invoice Transactions 1									
\$10.81									
Account 53830 - Bank Charges Totals									
Program 182003 - Aquatics-Health & Safety Totals									
Invoice Transactions 1									
\$10.81									
Account 53830 - Bank Charges Totals									
Program 184500 - Youth Services -Juke Box Totals									
Invoice Transactions 1									
\$34.91									
Account 53830 - Bank Charges Totals									
Program 184500 - Youth Services -Juke Box Totals									
Invoice Transactions 1									
\$34.91									
Account 53830 - Bank Charges Totals									
Program 184501 - Youth Services-Kid City Camps Totals									
Invoice Transactions 1									
\$107.80									
Account 53830 - Bank Charges Totals									
Program 184501 - Youth Services-Kid City Camps Totals									
Invoice Transactions 1									
\$107.80									
Account 53830 - Bank Charges Totals									
Program 185000 - Twin Lakes Recreation Center Totals									
Invoice Transactions 2									
\$1,415.95									
Account 53830 - Bank Charges Totals									
Program 185000 - Twin Lakes Recreation Center Totals									
Invoice Transactions 2									
\$1,415.95									
Account 53830 - Bank Charges Totals									
Program 186500 - Community Events Totals									
Invoice Transactions 1									
\$319.80									
Account 53830 - Bank Charges Totals									
Program 186500 - Community Events-Totals									
Invoice Transactions 1									
\$319.80									

Account 53830 - Bank Charges	06-PRRRec02-17	06-Park & Rec Feb 2017	Paid by EFT #	03/21/2017	03/21/2017	03/21/2017	158.57
18844 - First Financial Bank, N.A.			16748				
			Account 53830 - Bank Charges Totals			Invoice Transactions 1	\$158.57
			Program 186502 - Community Events-Gardens Totals			Invoice Transactions 1	\$158.57
Program 186503 - Community Events-Farmers' Market	06-PRRRec02-17	06-Park & Rec Feb 2017	Paid by EFT #	03/21/2017	03/21/2017	03/21/2017	138.50
Account 53830 - Bank Charges			16748				
18844 - First Financial Bank, N.A.			Account 53830 - Bank Charges Totals			Invoice Transactions 1	\$138.50
			Program 186503 - Community Events-Farmers' Market Totals			Invoice Transactions 1	\$138.50
Program 187001 - Adult Sports-Softball	06-PRRRec02-17	06-Park & Rec Feb 2017	Paid by EFT #	03/21/2017	03/21/2017	03/21/2017	57.70
Account 53830 - Bank Charges			16748				
18844 - First Financial Bank, N.A.			Account 53830 - Bank Charges Totals			Invoice Transactions 1	\$57.70
			Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 1	\$57.70
Program 187002 - Adult Sports-Tennis	06-PRRRec02-17	06-Park & Rec Feb 2017	Paid by EFT #	03/21/2017	03/21/2017	03/21/2017	19.16
Account 53830 - Bank Charges			16748				
18844 - First Financial Bank, N.A.			Account 53830 - Bank Charges Totals			Invoice Transactions 1	\$19.16
			Program 187002 - Adult Sports-Tennis Totals			Invoice Transactions 1	\$19.16
Program 187503 - Banneker-Classes	06-PRRRec02-17	06-Park & Rec Feb 2017	Paid by EFT #	03/21/2017	03/21/2017	03/21/2017	16.28
Account 53830 - Bank Charges			16748				
18844 - First Financial Bank, N.A.			Account 53830 - Bank Charges Totals			Invoice Transactions 1	\$16.28
			Program 187503 - Banneker-Classes Totals			Invoice Transactions 1	\$16.28
Program 189003 - Operations-Open Shelters	06-PRRRec02-17	06-Park & Rec Feb 2017	Paid by EFT #	03/21/2017	03/21/2017	03/21/2017	36.73
Account 53830 - Bank Charges			16748				
18844 - First Financial Bank, N.A.			Account 53830 - Bank Charges Totals			Invoice Transactions 1	\$36.73
			Program 189003 - Operations-Open Shelters Totals			Invoice Transactions 1	\$36.73
			Department 18 - Parks & Recreation Totals			Invoice Transactions 14	\$2,360.71
			Fund 201 - Parks and Rec Non Reverting Totals			Invoice Transactions 14	\$2,360.71
			Grand Totals			Invoice Transactions 23	\$3,653.51

REGISTER OF SPECIAL CLAIMS **Board: Parks & Recreation**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/21/2017	Bank Fees				3,653.51
4/7/2017	Claims				42,647.38
	Sales Tax				
3/22/2017	Special Utility Claims				1,149.30
					<u>47,450.19</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 \$ 47,450.19

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 _____



Board of Parks & Recreation Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice No.	Invoice Description	Status	Hold Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation General Department 18 - Parks & Recreation Program 181000 - Administration Account 52110 - Office Supplies										
9523 - Freedom Business Solutions, LLC	9721	18- Tower for printer (frontdesk)	Paid by EFT # 16826		04/11/2017	04/11/2017	04/21/2017		04/21/2017	199.00
5103 - Staples Contract & Commercial, INC	3334015054	18-Paper towel	Paid by EFT # 16905		04/11/2017	04/11/2017	04/21/2017		04/21/2017	3.86
5103 - Staples Contract & Commercial, INC	3334015053	18-Flashdrives	Paid by EFT # 16905		04/11/2017	04/11/2017	04/21/2017		04/21/2017	28.20
Account 52110 - Office Supplies Totals Invoice Transactions 3										\$231.06
Account 52420 - Other Supplies										
5103 - Staples Contract & Commercial, INC	3334662198	18-Office chair	Paid by EFT # 16905		04/11/2017	04/11/2017	04/21/2017		04/21/2017	89.99
Account 52420 - Other Supplies Totals Invoice Transactions 1										\$89.99
Account 53990 - Other Services and Charges										
4187 - Plug & Pay Technologies	7040123233004	18- Monthly Fees CC Gateway	Paid by EFT # 16880		04/11/2017	04/11/2017	04/21/2017		04/21/2017	15.00
4187 - Plug & Pay Technologies	7040123233004	18- Monthly Fees CC Gateway	Paid by EFT # 16880		04/11/2017	04/11/2017	04/21/2017		04/21/2017	15.00
4187 - Plug & Pay Technologies	7040123233004	18- Monthly Fees CC Gateway	Paid by EFT # 16880		04/11/2017	04/11/2017	04/21/2017		04/21/2017	15.00
4187 - Plug & Pay Technologies	7040123233004	18- Monthly Fees CC Gateway	Paid by EFT # 16880		04/11/2017	04/11/2017	04/21/2017		04/21/2017	48.15
4187 - Plug & Pay Technologies	7040123233004	18- Monthly Fees CC Gateway	Paid by EFT # 16880		04/11/2017	04/11/2017	04/21/2017		04/21/2017	42.82
4187 - Plug & Pay Technologies	7040123233004	18- Monthly Fees CC Gateway	Paid by EFT # 16880		04/11/2017	04/11/2017	04/21/2017		04/21/2017	15.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 6										\$150.97
Program 181000 - Administration Totals Invoice Transactions 10										\$472.02
Program 181100 - Marketing										
Account 52420 - Other Supplies										
788 - Bright Rental, LLC (Master Rental Center)	57074	18-fountain and street lamps for DBI annual	Paid by EFT # 16798		04/11/2017	04/11/2017	04/21/2017		04/21/2017	126.90
129 - FedEx Office and Print Service, INC	021100037764	18-laminate Griffy Lake welcome posters	Paid by EFT # 16823		04/11/2017	04/11/2017	04/21/2017		04/21/2017	34.20
53005 - Menards, INC	57944	18-Bench for DBI event	Paid by Check # 65317		04/11/2017	04/11/2017	04/21/2017		04/21/2017	77.00
5008 - Stamp Printing Company, INC (Shindigz)	903350	18-backdrop for booth at DBI event	Paid by EFT # 16908		04/11/2017	04/11/2017	04/21/2017		04/21/2017	79.97
Account 52420 - Other Supplies Totals Invoice Transactions 4										\$318.07
Account 53310 - Printing										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	2978	18- printing of 500 tree care manuals/2017	Paid by EFT # 16808		04/11/2017	04/11/2017	04/21/2017		04/21/2017	86.10
818 - Everywhere Signs, LLC	50782	18-no smoking within 30 feet of entrance sign	Paid by EFT # 16820		04/11/2017	04/11/2017	04/21/2017		04/21/2017	60.00
53125 - Mr. Copy, INC	31404	18-annual reports for Park Board	Paid by Check # 65320		04/11/2017	04/11/2017	04/21/2017		04/21/2017	56.70
53125 - Mr. Copy, INC	31393	18-April Kids Krazie	Paid by Check # 65320		04/11/2017	04/11/2017	04/21/2017		04/21/2017	55.45
Account 53310 - Printing Totals Invoice Transactions 4										\$258.25
Account 53320 - Advertising										
203 - Indiana University	IU0246	18-IDS ad for Kid City camp fair	Paid by Check # 65312		04/11/2017	04/11/2017	04/21/2017		04/21/2017	329.00
5725 - MDM Marketing, LLC (Welcomemat Services)	6920175990	18-Welcomemat mailing TLRC memberships	Paid by EFT # 16864		04/11/2017	04/11/2017	04/21/2017		04/21/2017	255.55
Account 53320 - Advertising Totals Invoice Transactions 2										\$584.55
Program 181100 - Marketing Totals Invoice Transactions 10										\$1,160.87
Program 182001 - Aquatics - Bryan Pool										
Account 53540 - Natural Gas										
222 - Vectren	0250755166042	18-March Natural Gas Charges	Paid by Check # 65327		04/11/2017	04/11/2017	04/21/2017		04/21/2017	46.00
Account 53540 - Natural Gas Totals Invoice Transactions 1										\$46.00
Program 182001 - Aquatics - Bryan Pool Totals Invoice Transactions 1										\$46.00
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3062785134	18 FSC Propane for Zamboni	Paid by EFT # 16781		04/11/2017	04/11/2017	04/21/2017		04/21/2017	93.77
Account 52240 - Fuel and Oil Totals Invoice Transactions 1										\$93.77
Account 52420 - Other Supplies										
394 - Kleindorfer Hardware & Variety	524958	18-cable ties, safety glasses, keys, tri-flow	Paid by EFT # 16854		04/11/2017	04/11/2017	04/21/2017		04/21/2017	41.67
Account 52420 - Other Supplies Totals Invoice Transactions 1										\$41.67
Account 53540 - Natural Gas										
222 - Vectren	0250573228042	18-March Natural Gas Charges	Paid by Check # 65327		04/11/2017	04/11/2017	04/21/2017		04/21/2017	1,433.76
Account 53540 - Natural Gas Totals Invoice Transactions 1										\$1,433.76
Account 53610 - Building Repairs										
875 - Young Plumbing & Mechanical, INC	49051	18 FSC Repair/replace mixing valve and	Paid by EFT # 16928		04/11/2017	04/11/2017	04/21/2017		04/21/2017	109.00
875 - Young Plumbing & Mechanical, INC	48257	18 FSC Repair/replace mixing valve and	Paid by EFT # 16928		04/11/2017	04/11/2017	04/21/2017		04/21/2017	1,227.50
Account 53610 - Building Repairs Totals Invoice Transactions 2										\$1,336.50
Account 53650 - Other Repairs										
539 - Price Electric, INC	27743	18 FSC Repair fluorescent light in	Paid by Check # 65321		04/11/2017	04/11/2017	04/21/2017		04/21/2017	80.00
539 - Price Electric, INC	27742	18 FSC Repair and Replace Emergency	Paid by Check # 65321		04/11/2017	04/11/2017	04/21/2017		04/21/2017	148.50
Account 53650 - Other Repairs Totals Invoice Transactions 2										\$228.50

Program 183500 - Golf Services			Program 182500 - Frank Southern Center Totals				Invoice Transactions 7	\$3,130.20
Account 52210 - Institutional Supplies			Account 52210 - Institutional Supplies Totals				Invoice Transactions 1	\$29.46
485 - Sam's Club	3285	18 - Candy Bars, Concessions	Paid by Check # 65322	04/11/2017	04/11/2017	04/21/2017	04/21/2017	29.46
Account 52230 - Garage and Motor Supplies			Account 52230 - Garage and Motor Supplies Totals				Invoice Transactions 1	\$41.39
394 - Kleindorfer Hardware & Variety	552072	18 - Shop supplies	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	41.39
Account 52340 - Other Repairs and Maintenance			Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 2	\$192.13
50594 - Barry Company, INC	606536	18 - Plumbing supplies	Paid by EFT # 16785	04/11/2017	04/11/2017	04/21/2017	04/21/2017	47.68
50594 - Barry Company, INC	606284	18 - Plumbing supplies	Paid by EFT # 16785	04/11/2017	04/11/2017	04/21/2017	04/21/2017	144.45
Account 53540 - Natural Gas			Account 53540 - Natural Gas Totals				Invoice Transactions 1	\$152.14
222 - Vectren	1154625513042717	18-March Natural Gas Charges	Paid by Check # 65327	04/11/2017	04/11/2017	04/21/2017	04/21/2017	152.14
Account 53730 - Machinery and Equipment Rental			Account 53730 - Machinery and Equipment Rental Totals				Invoice Transactions 1	\$295.18
4046 - Heritage-Crystal Clean, INC	14507921	18 - Shop Cleaning Supplies	Paid by EFT # 16831	04/11/2017	04/11/2017	04/21/2017	04/21/2017	295.18
Account 53910 - Dues and Subscriptions			Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1	\$420.00
4667 - IGA-PGA, INC (Indiana Golf)	021617	18 - Club Dues	Paid by Check # 65310	04/11/2017	04/11/2017	04/21/2017	04/21/2017	420.00
Program 184000 - Natural Resources			Program 183500 - Golf Services Totals				Invoice Transactions 7	\$1,130.30
Account 52210 - Institutional Supplies			Account 52210 - Institutional Supplies Totals				Invoice Transactions 2	\$110.30
313 - Fastenal Company	INBLM197437	18-griffy tp	Paid by EFT # 16822	04/11/2017	04/11/2017	04/21/2017	04/21/2017	67.49
313 - Fastenal Company	INBLM197359	18-Safety eyewear for use during chemical	Paid by EFT # 16822	04/11/2017	04/11/2017	04/21/2017	04/21/2017	22.81
Account 52220 - Agricultural Supplies			Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1	\$1,500.00
5391 - Spence Restoration Nursery, INC	NI3342	18- native plants for Griffy lake shoreline	Paid by EFT # 16903	04/11/2017	04/11/2017	04/21/2017	04/21/2017	1,500.00
Account 52340 - Other Repairs and Maintenance			Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 1	\$99.14
394 - Kleindorfer Hardware & Variety	523239	18-nat res repair	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	99.14
Account 52420 - Other Supplies			Account 52420 - Other Supplies Totals				Invoice Transactions 2	\$19.03
11589 - Bloomington Cooperative Services (Bloomington)	001362-02	18-water for boathouse	Paid by Check # 65286	04/11/2017	04/11/2017	04/21/2017	04/21/2017	7.35
11589 - Bloomington Cooperative Services (Bloomington)	777924-01	18-apples/carrots	Paid by Check # 65286	04/11/2017	04/11/2017	04/21/2017	04/21/2017	11.68
Account 53920 - Laundry and Other Sanitation Services			Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 1	\$20.00
4175 - The Stables Events, LLC (Izzy's Rentals)	4859	18-wapehani restroom service	Paid by EFT # 16915	04/11/2017	04/11/2017	04/21/2017	04/21/2017	20.00
Program 184501 - Youth Services-Kid City Camps			Program 184000 - Natural Resources Totals				Invoice Transactions 7	\$1,748.47
Account 53650 - Other Repairs			Account 53650 - Other Repairs Totals				Invoice Transactions 1	\$320.00
321 - Harrell Fish, INC	C001545	18-HFI Spring Maintenance at A18	Paid by EFT # 16830	04/11/2017	04/11/2017	04/21/2017	04/21/2017	320.00
Program 186502 - Community Events-Gardens			Program 184501 - Youth Services-Kid City Camps Totals				Invoice Transactions 1	\$320.00
Account 52420 - Other Supplies			Account 52420 - Other Supplies Totals				Invoice Transactions 4	\$353.06
409 - Black Lumber Co INC	317969	18 Grade Stakes	Paid by EFT # 16789	04/11/2017	04/11/2017	04/21/2017	04/21/2017	239.84
409 - Black Lumber Co INC	318808	18-pliers	Paid by EFT # 16789	04/11/2017	04/11/2017	04/21/2017	04/21/2017	21.98
409 - Black Lumber Co INC	318132	18-hardware, levels	Paid by EFT # 16789	04/11/2017	04/11/2017	04/21/2017	04/21/2017	65.26
394 - Kleindorfer Hardware & Variety	523425	18-large dust pans	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	25.98
Program 187001 - Adult Sports-Softball			Program 186502 - Community Events-Gardens Totals				Invoice Transactions 4	\$353.06
Account 52230 - Garage and Motor Supplies			Account 52230 - Garage and Motor Supplies Totals				Invoice Transactions 1	\$507.00
6889 - Professional Golfcar Corporation	56158	18 TLSP Parts for mower	Paid by EFT # 16884	04/11/2017	04/11/2017	04/21/2017	04/21/2017	507.00
Account 52420 - Other Supplies			Account 52420 - Other Supplies Totals				Invoice Transactions 3	\$4,054.01
394 - Kleindorfer Hardware & Variety	522628	18 TLSP safety gloves/glasses for PT	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	18.06
53038 - Mid America Sports Advantage	361340-00	18 TLSP MASA order for TLSP	Paid by Check # 65318	04/11/2017	04/11/2017	04/21/2017	04/21/2017	432.85
53038 - Mid America Sports Advantage	361339-00	18 TLSP MASA order for TLSP	Paid by Check # 65318	04/11/2017	04/11/2017	04/21/2017	04/21/2017	3,603.10
Account 53730 - Machinery and Equipment Rental			Account 53730 - Machinery and Equipment Rental Totals				Invoice Transactions 1	\$546.00
2974 - MacAllister Machinery Co, INC	R67209147201	18 TLSP Forklift Rental for use unloading MASA	Paid by EFT # 16861	04/11/2017	04/11/2017	04/21/2017	04/21/2017	546.00
Program 187202 - Youth Sports-Winslow			Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 5	\$5,107.01
Account 52420 - Other Supplies			Account 52420 - Other Supplies Totals				Invoice Transactions 1	\$738.00
394 - Kleindorfer Hardware & Variety	524958	18-cable ties, safety glasses, keys, tri-flow	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	62.73
53038 - Mid America Sports Advantage	361342-00	18 TLSP MASA order for Winslow	Paid by Check # 65318	04/11/2017	04/11/2017	04/21/2017	04/21/2017	738.00

53038 - Mid America Sports Advantage	361341-00	18-TLSP MASA order for Winslow	Paid by Check # 65318	04/11/2017	04/11/2017	04/21/2017	04/21/2017	3,816.70
Account 53950 - Landfill		Account 52420 - Other Supplies Totals		Invoice Transactions 3				\$4,609.43
2260 - Republic Services, INC	0694-001807351	18-Landfill	Paid by EFT # 16888	04/11/2017	04/11/2017	04/21/2017	04/21/2017	46.89
Program 187500 - Banneker		Account 53950 - Landfill Totals		Invoice Transactions 1				\$46.89
Account 53920 - Laundry and Other Sanitation Services		Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 4				\$4,656.32
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	529565204	18-BBCC Rug and Paper Service	Paid by EFT # 16803	04/11/2017	04/11/2017	04/21/2017	04/21/2017	102.97
Program 189000 - Operations		Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 1				\$102.97
Account 52210 - Institutional Supplies		Program 187500 - Banneker Totals		Invoice Transactions 1				\$102.97
394 - Kleindorfer Hardware & Variety	522854	18-duster, toilet brush	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	14.76
Account 52230 - Garage and Motor Supplies		Account 52210 - Institutional Supplies Totals		Invoice Transactions 1				\$14.76
394 - Kleindorfer Hardware & Variety	551130	18-Jumper Cables	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	18.99
Account 52310 - Building Materials and Supplies		Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 1				\$18.99
409 - Black Lumber Co INC	318069	18-Lumber, hardware, bagged concrete, rebar	Paid by EFT # 16789	04/11/2017	04/11/2017	04/21/2017	04/21/2017	228.91
394 - Kleindorfer Hardware & Variety	551905	18-band saw blade	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	9.99
Account 52340 - Other Repairs and Maintenance		Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 2				\$238.90
394 - Kleindorfer Hardware & Variety	522624	18-drill screw, lock bite, WD40	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	10.68
394 - Kleindorfer Hardware & Variety	551505	18-nozzle, clamp, hose & pipe,	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	12.17
394 - Kleindorfer Hardware & Variety	552259	18-Foam spray	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	14.97
394 - Kleindorfer Hardware & Variety	552262	18-D Rings	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	1.12
786 - Richard's Small Engine, INC	253585	18-filter, cover, knob	Paid by EFT # 16889	04/11/2017	04/11/2017	04/21/2017	04/21/2017	43.08
786 - Richard's Small Engine, INC	253584	assy airbox cover	Paid by EFT # 16889	04/11/2017	04/11/2017	04/21/2017	04/21/2017	81.80
3495 - Smith Implements, INC	P45662	18-chute	Paid by EFT # 16889	04/11/2017	04/11/2017	04/21/2017	04/21/2017	146.98
476 - Southern Indiana Parts, INC (Napa Auto Parts)	140785	18-cylinder, gaskets	Paid by EFT # 16899	04/11/2017	04/11/2017	04/21/2017	04/21/2017	38.20
11611 - Woods Electrical Contractors, INC	1703BLINE	18-Repair parts/supplies for groundskeeping	Paid by EFT # 16902	04/11/2017	04/11/2017	04/21/2017	04/21/2017	191.20
Account 52420 - Other Supplies		18-Installation of (2) corn lights on B-Line		Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 9		\$540.20
9523 - Freedom Business Solutions, LLC	9702	18-(1) cyan & (1) magenta toner cartridge	Paid by EFT # 16826	04/11/2017	04/11/2017	04/21/2017	04/21/2017	198.03
394 - Kleindorfer Hardware & Variety	525578	18-slow moving vehicle sign	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	26.98
476 - Southern Indiana Parts, INC (Napa Auto Parts)	140853	18-Batteries for groundskeeping	Paid by EFT # 16902	04/11/2017	04/11/2017	04/21/2017	04/21/2017	43.99
Account 52430 - Uniforms and Tools		Account 52420 - Other Supplies Totals		Invoice Transactions 3				\$268.97
798 - Winters Associates Promotional Products, INC	111106	18-Seasonal uniforms for Operations Division	Paid by EFT # 16926	04/11/2017	04/11/2017	04/21/2017	04/21/2017	847.25
798 - Winters Associates Promotional Products, INC	111114	18-Uniforms for seasonal staff & (2) RFT	Paid by EFT # 16926	04/11/2017	04/11/2017	04/21/2017	04/21/2017	185.96
798 - Winters Associates Promotional Products, INC	111132	18-Uniforms for seasonal staff & (2) RFT	Paid by EFT # 16926	04/11/2017	04/11/2017	04/21/2017	04/21/2017	137.97
798 - Winters Associates Promotional Products, INC	111133	18-Uniforms for seasonal staff & (2) RFT	Paid by EFT # 16926	04/11/2017	04/11/2017	04/21/2017	04/21/2017	47.54
Account 53540 - Natural Gas		Account 52430 - Uniforms and Tools Totals		Invoice Transactions 4				\$1,216.72
222 - Vectren	0252409732042717	18-March Natural Gas Charges	Paid by Check # 65327	04/11/2017	04/11/2017	04/21/2017	04/21/2017	448.47
Account 53650 - Other Repairs		Account 53540 - Natural Gas Totals		Invoice Transactions 1				\$448.47
11611 - Woods Electrical Contractors, INC	1703BLINE	18-Installation of (2) corn lights on B-Line	Paid by EFT # 16927	04/11/2017	04/11/2017	04/21/2017	04/21/2017	130.00
Account 53920 - Laundry and Other Sanitation Services		Account 53650 - Other Repairs Totals		Invoice Transactions 1				\$130.00
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	529565203	18-Mat services: weekly cleaning & exchange @	Paid by EFT # 16803	04/11/2017	04/11/2017	04/21/2017	04/21/2017	16.40
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	529566572	18-Mat services: weekly cleaning & exchange @	Paid by EFT # 16803	04/11/2017	04/11/2017	04/21/2017	04/21/2017	29.62
4175 - The Stables Events, LLC (Lizzy's Rentals)	4858	18-Annual port-a-jet service/rental @ (6)	Paid by EFT # 16915	04/11/2017	04/11/2017	04/21/2017	04/21/2017	555.00
Account 53950 - Landfill		Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 3				\$601.02
2260 - Republic Services, INC	0694-001807349	18-Landfill	Paid by EFT # 16888	04/11/2017	04/11/2017	04/21/2017	04/21/2017	615.70
Program 189500 - Landscaping		Account 53950 - Landfill Totals		Invoice Transactions 1				\$615.70
Account 52220 - Agricultural Supplies		Program 189000 - Operations Totals		Invoice Transactions 26				\$4,095.73
10330 - Kevin R. Huntley (Green Earth Revivcino & Compost)	417	18- wood mulch for city landscaping	Paid by EFT # 16838	04/11/2017	04/11/2017	04/21/2017	04/21/2017	1,800.00
5391 - Spence Restoration Nursery, INC	N13342	18- native plants for Griffy lake shoreline	Paid by EFT # 16903	04/11/2017	04/11/2017	04/21/2017	04/21/2017	773.60
Account 52420 - Other Supplies		Account 52220 - Agricultural Supplies Totals		Invoice Transactions 2				\$2,573.60
409 - Black Lumber Co INC	318918	18- supplies for landscaping	Paid by EFT # 16789	04/11/2017	04/11/2017	04/21/2017	04/21/2017	30.36

394 - Kleindorfer Hardware & Variety	551768	18-rain suits, scoop shovel, trash cans	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	176.93
Account 52430 - Uniforms and Tools			Account: 52420 - Other Supplies Totals		Invoice Transactions 2			\$207.29
798 - Winters Associates Promotional Products, INC	111106	18-Seasonal uniforms for Operations Division	Paid by EFT # 16926	04/11/2017	04/11/2017	04/21/2017	04/21/2017	208.19
798 - Winters Associates Promotional Products, INC	111133	18-Uniforms for seasonal staff & (2) RFT	Paid by EFT # 16926	04/11/2017	04/11/2017	04/21/2017	04/21/2017	178.97
Account 52430 - Uniforms and Tools Totals			Invoice Transactions 2					\$387.16
Account 53950 - Landfill			Account 53950 - Landfill Totals		Invoice Transactions 1			\$225.00
908 - JB Salvage (Westside Auto Parts)	4462	18-Yard Waste Disposal	Paid by Check # 65315	04/11/2017	04/11/2017	04/21/2017	04/21/2017	225.00
Program 189500 - Landscaping Totals			Invoice Transactions 7					\$3,393.05
Program 189501 - Cemeteries			Account 52420 - Other Supplies Totals		Invoice Transactions 1			\$10.67
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	551030	18-marking flags, sponge, brush	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	10.67
Account 52430 - Uniforms and Tools			Account: 52430 - Uniforms and Tools Totals		Invoice Transactions 1			\$125.00
798 - Winters Associates Promotional Products, INC	111106	18-Seasonal uniforms for Operations Division	Paid by EFT # 16926	04/11/2017	04/11/2017	04/21/2017	04/21/2017	125.00
Program 189503 - Urban Forestry			Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1			\$125.00
Account 52210 - Institutional Supplies								
313 - Fastenal Company	INB:MI97359	18-Safety eyewear for use during chemical	Paid by EFT # 16822	04/11/2017	04/11/2017	04/21/2017	04/21/2017	22.81
Account 52220 - Agricultural Supplies			Account 52210 - Institutional Supplies Totals		Invoice Transactions 1			\$22.81
50776 - Blue Grass Farms, INC	104379	18-(110) trees of a variety of species	Paid by EFT # 16795	04/11/2017	04/11/2017	04/21/2017	04/21/2017	11,833.50
4713 - Canopy Gardens, INC (Bloomington Valley Nursery)	12723	18-(4) Trees	Paid by Check # 65280	04/11/2017	04/11/2017	04/21/2017	04/21/2017	799.84
4965 - Shade Trees Unlimited, INC	7397	18-(60) trees of a variety species for	Paid by EFT # 16895	04/11/2017	04/11/2017	04/21/2017	04/21/2017	7,767.00
Account 52420 - Other Supplies			Account 52220 - Agricultural Supplies Totals		Invoice Transactions 3			\$20,400.34
798 - Winters Associates Promotional Products, INC	111084	18-(300) pr gardening gloves for give-aways @	Paid by EFT # 16926	04/11/2017	04/11/2017	04/21/2017	04/21/2017	732.66
Account 52430 - Uniforms and Tools			Account 52420 - Other Supplies Totals		Invoice Transactions 1			\$732.66
798 - Winters Associates Promotional Products, INC	111106	18-Seasonal uniforms for Operations Division	Paid by EFT # 16926	04/11/2017	04/11/2017	04/21/2017	04/21/2017	119.00
798 - Winters Associates Promotional Products, INC	111133	18-Uniforms for seasonal staff & (2) RFT	Paid by EFT # 16926	04/11/2017	04/11/2017	04/21/2017	04/21/2017	32.00
Account 53160 - Instruction			Account 52430 - Uniforms and Tools Totals		Invoice Transactions 2			\$151.00
5866 - Haskell D Smith	03312017	18-Reimbursement for Certified Arborist exam	Paid by EFT # 16698	04/11/2017	04/11/2017	04/21/2017	04/21/2017	170.00
Account 53990 - Other Services and Charges			Account 53160 - Instruction Totals		Invoice Transactions 1			\$170.00
5387 - Creative Graphics, INC (dba Baugh Enterprises)	2978	18- printing of 500 tree care manuals/2017	Paid by EFT # 16808	04/11/2017	04/11/2017	04/21/2017	04/21/2017	709.00
Account 53990 - Other Services and Charges Totals			Invoice Transactions 1					\$709.00
Program 189503 - Urban Forestry Totals			Invoice Transactions 9					\$22,176.61
Department 18 - Parks & Recreation Totals			Invoice Transactions 101					\$48,028.48
Fund 200 - Parks and Recreation General Totals			Invoice Transactions 101					\$48,028.48
Fund 201 - Parks and Rec Non Reverting			Account 10002.1 - Petty Cash / Cash Change Cash Change					
Account 10002.1 - Petty Cash / Cash Change Cash Change								
205 - City Of Bloomington	17-BC	18-Change Fund Bancker Summer	Paid by Check # 65294	04/11/2017	04/11/2017	04/21/2017	04/21/2017	100.00
Account 10002.1 - Petty Cash / Cash Change Cash Change Totals			Invoice Transactions 1					\$100.00
Department 18 - Parks & Recreation			Account 52330 - Street, Alley, and Sewer Material					
Program 183500 - Golf Services								
Account 52330 - Street, Alley, and Sewer Material								
5969 - Coca Cola Bottling Co. Consolidated	679820042	18 - Cascades Bottled Drinks and BFBs	Paid by EFT # 16806	04/11/2017	04/11/2017	04/21/2017	04/21/2017	408.04
485 - Sam's Club	3285	18 - Candy Bars, Concessions	Paid by Check # 65322	04/11/2017	04/11/2017	04/21/2017	04/21/2017	41.94
485 - Sam's Club	3574	18 - Candy Bars, Concessions Items	Paid by Check # 65322	04/11/2017	04/11/2017	04/21/2017	04/21/2017	65.16
Account 52330 - Street, Alley, and Sewer Material Totals			Invoice Transactions 3					\$507.14
Program 183500 - Golf Services Totals			Invoice Transactions 3					\$507.14
Program 183501 - Golf Course - Pro Shop			Account 52330 - Street, Alley, and Sewer Material					
Account 52330 - Street, Alley, and Sewer Material								
4072 - Acushnet Company	903602972	18 - Shop Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	1,818.42
4072 - Acushnet Company	903613292	18 - Shop Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	520.71
4072 - Acushnet Company	903616813	18 - Shop Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	315.43
4072 - Acushnet Company	903621404	18 - Shop Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	6,166.94
4072 - Acushnet Company	903732656	18 - Shop Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	260.00
4072 - Acushnet Company	903887298	18 - Shop Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	884.83
4072 - Acushnet Company	300110659	18 - Credit Memo for Golf Balls	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	(1,776.00)
4072 - Acushnet Company	903708451	18 - Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	355.91
4072 - Acushnet Company	903732655	18 - Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	260.00
4072 - Acushnet Company	903732654	18 - Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	519.00
4072 - Acushnet Company	903739110	18 - Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	1,239.00

4072 - Acushnet Company	903738111	18 - Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	172.39
4072 - Acushnet Company	903744031	18 - Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	6,144.67
4072 - Acushnet Company	903744030	18 - Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	1,421.76
4072 - Acushnet Company	903751564	18 - Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	778.50
4072 - Acushnet Company	903753490	18 - Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	385.17
4072 - Acushnet Company	903763903	18 - Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	1,588.86
4072 - Acushnet Company	903842044	18 - Merchandise	Paid by Check # 65282	04/11/2017	04/11/2017	04/21/2017	04/21/2017	160.00
3978 - J & M Golf, INC	0518997-IN	18-Shop Merchandise	Paid by EFT # 16848	04/11/2017	04/11/2017	04/21/2017	04/21/2017	394.13
			Account 52330 - Street, Alley, and Sewer Material Totals			Invoice Transactions 19		\$21,600.72
			Program 183501 - Golf Course - Pro Shop Totals			Invoice Transactions 19		\$21,600.72
Program 184500 - Youth Services -Juke Box								
Account 53990 - Other Services and Charges						Invoice Transactions 1		\$160.00
5619 - Marcia Coulson (Bryan Cleaning Service)	11146	18-AJB Cleaning	Paid by EFT # 16807	04/11/2017	04/11/2017	04/21/2017	04/21/2017	160.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$160.00
			Program 184500 - Youth Services -Juke Box Totals			Invoice Transactions 1		\$160.00
Program 184501 - Youth Services-Kid City Camps								
Account 52420 - Other Supplies						Invoice Transactions 1		\$1,389.37
5415 - Allied Wholesale Electrical Supply, LLC	5325677	18-AJB ADA water fountain with bottle filler	Paid by EFT # 16779	04/11/2017	04/11/2017	04/21/2017	04/21/2017	1,389.37
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$1,389.37
Account 53230 - Travel						Invoice Transactions 1		\$44.00
12906 - Amy Shraake	04012016	18-ACA Conference Travel Expenses	Paid by EFT # 16897	04/11/2017	04/11/2017	04/21/2017	04/21/2017	44.00
			Account 53230 - Travel Totals			Invoice Transactions 1		\$44.00
			Program 184501 - Youth Services-Kid City Camps Totals			Invoice Transactions 2		\$1,933.37
Program 184502 - Youth Expo- Childrens Expo								
Account 53310 - Printing						Invoice Transactions 1		\$48.60
53125 - Mr. Copy, INC	31371	18-Children's Expo onsite programs	Paid by Check # 65320	04/11/2017	04/11/2017	04/21/2017	04/21/2017	48.60
			Account 53310 - Printing Totals			Invoice Transactions 1		\$48.60
Account 53720 - Building Rental						Invoice Transactions 1		\$2,925.50
1444 - Bloomington Monroe County Convention Center	032517	18- Facility Rental for Children's Expo	Paid by Check # 65287	04/11/2017	04/11/2017	04/21/2017	04/21/2017	2,925.50
			Account 53720 - Building Rental Totals			Invoice Transactions 1		\$2,925.50
			Program 184502 - Youth Expo- Childrens Expo Totals			Invoice Transactions 2		\$2,974.10
Program 185000 - Twin Lakes Recreation Center								
Account 43240 - Season Passes/Memberships						Invoice Transactions 1		\$30.00
Morgan Tuggle	2017-00006227	18-Refunds	Paid by Check # 65342	04/11/2017	04/11/2017	04/21/2017	04/21/2017	30.00
			Account 43240 - Season Passes/Memberships Totals			Invoice Transactions 1		\$30.00
Account 52210 - Institutional Supplies						Invoice Transactions 2		\$1,964.07
9269 - HP Products Corporation	12895621	18 - TLRC Facility Supplies18-	Paid by EFT # 16836	04/11/2017	04/11/2017	04/21/2017	04/21/2017	1,895.23
485 - Sam's Club	1216	18 - TLRC Facility Supplies	Paid by Check # 65322	04/11/2017	04/11/2017	04/21/2017	04/21/2017	68.84
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 2		\$1,964.07
Account 52310 - Building Materials and Supplies						Invoice Transactions 5		\$438.32
294 - All-Phase Electric Supply, INC	0740-569175	18 - TLRC Electrical Supplies	Paid by EFT # 16778	04/11/2017	04/11/2017	04/21/2017	04/21/2017	148.20
294 - All-Phase Electric Supply, INC	0740-569212	18 - TLRC Electrical Supplies	Paid by EFT # 16778	04/11/2017	04/11/2017	04/21/2017	04/21/2017	34.17
394 - Kleindorfer Hardware & Variety	\$28853	18-Delta repair kit, teflon tape	Paid by EFT # 16854	04/11/2017	04/11/2017	04/21/2017	04/21/2017	5.38
53005 - Menards, INC	58175	18 - TLRC Facility Supplies	Paid by Check # 65317	04/11/2017	04/11/2017	04/21/2017	04/21/2017	57.58
53005 - Menards, INC	58369	18 - TLRC Facility Supplies	Paid by Check # 65317	04/11/2017	04/11/2017	04/21/2017	04/21/2017	192.99
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 5		\$438.32
Account 53310 - Printing						Invoice Transactions 1		\$188.00
818 - Everywhere Signs, LLC	50875	18 - TLRC Banner Installation	Paid by EFT # 16820	04/11/2017	04/11/2017	04/21/2017	04/21/2017	188.00
			Account 53310 - Printing Totals			Invoice Transactions 1		\$188.00
Account 53540 - Natural Gas						Invoice Transactions 1		\$719.33
222 - Vectren	0252765623042717	18-March Natural Gas Charges	Paid by Check # 65327	04/11/2017	04/11/2017	04/21/2017	04/21/2017	719.33
			Account 53540 - Natural Gas Totals			Invoice Transactions 1		\$719.33
Account 53610 - Building Repairs						Invoice Transactions 2		\$1,450.99
392 - Koorsen Fire & Security, INC	4155711	18 - TLRC Fire & Sprinkler Test	Paid by EFT # 16855	04/11/2017	04/11/2017	04/21/2017	04/21/2017	1,380.00
53657 - Phymate, INC	2659704	18 - TLRC Entry Mat Service	Paid by EFT # 16881	04/11/2017	04/11/2017	04/21/2017	04/21/2017	70.99
			Account 53610 - Building Repairs Totals			Invoice Transactions 2		\$1,450.99
			Program 185000 - Twin Lakes Recreation Center Totals			Invoice Transactions 12		\$4,790.71
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee						Invoice Transactions 1		\$75.00
5904 - Veronica Bone	04032017	18- TLRC Group Ex Instructor Pay	Paid by EFT # 16797	04/11/2017	04/11/2017	04/21/2017	04/21/2017	75.00
5274 - Catherine T Gossett	04062017	18- TLRC Group Ex Instructor Pay	Paid by EFT # 16927	04/11/2017	04/11/2017	04/21/2017	04/21/2017	390.00
1336 - Kristy L LeVert	04062017	18- TLRC Group Ex Instructor Pay	Paid by EFT # 16850	04/11/2017	04/11/2017	04/21/2017	04/21/2017	93.75
5007 - Elnelne P O'Connor	03302017	18- TLRC Group Ex Instructor Pay	Paid by EFT # 16874	04/11/2017	04/11/2017	04/21/2017	04/21/2017	67.50
14093 - Allana Radecki	04052017	18- TLRC Group Ex Instructor Pay	Paid by EFT # 16887	04/11/2017	04/11/2017	04/21/2017	04/21/2017	187.50
4062 - Janet Alaman Scott	04062017	18- TLRC Group Ex Instructor Pay	Paid by EFT # 16894	04/11/2017	04/11/2017	04/21/2017	04/21/2017	267.00
1973 - Megan M Stark	04062017	18- Personal Training TLRC	Paid by EFT # 16906	04/11/2017	04/11/2017	04/21/2017	04/21/2017	375.00

5457 - Krista Wilhelmsen	04032017	18- TLRC Group Ex Instructor Pay	Paid by EFT # 16925	04/11/2017	04/11/2017	04/21/2017	04/21/2017	75.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 8		\$1,470.75
			Program 185002 - TLRC-Health & Wellness Totals			Invoice Transactions 8		\$1,470.75
Program 185006 - TLRC-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling Co. Consolidated	6800200049	18 - TLRC Concession Purchases	Paid by EFT # 16806	04/11/2017	04/11/2017	04/21/2017	04/21/2017	533.51
225 - Coca-Cola Refreshments USA, INC	4066038112	18-Product	Paid by Check # 65297	04/11/2017	04/11/2017	04/21/2017	04/21/2017	394.10
485 - Sam's Club	9391 040317	18 TLRC refund on tax	Paid by Check # 65322	04/11/2017	04/11/2017	04/21/2017	04/21/2017	(14.32)
485 - Sam's Club	1126	18 - TLRC Concessions Supplies	Paid by Check # 65322	04/11/2017	04/11/2017	04/21/2017	04/21/2017	20.65
485 - Sam's Club	1217	18 - TLRC Concessions Supplies	Paid by Check # 65322	04/11/2017	04/11/2017	04/21/2017	04/21/2017	433.62
21145 - Sysco Corporation	138128427	18 - TLRC Concessions Supplies	Paid by EFT # 16910	04/11/2017	04/11/2017	04/21/2017	04/21/2017	924.41
			Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 6		\$2,291.97
			Program 185006 - TLRC-Concessions Totals			Invoice Transactions 6		\$2,291.97
Program 186502 - Community Events-Gardens								
Account 53940 - Temporary Contractual Employee								
5497 - Natalie R Marlova	04012017	18 CGP Contractual Instruction	Paid by EFT # 16862	04/11/2017	04/11/2017	04/21/2017	04/21/2017	60.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 1		\$60.00
			Program 186502 - Community Events-Gardens Totals			Invoice Transactions 1		\$60.00
Program 186503 - Community Events-Farmers' Market								
Account 47240 - EBT Market Bucks								
1932 - Paul David Nord	875	Market Bucks	Paid by EFT # 16873	04/11/2017	04/11/2017	04/21/2017	04/21/2017	48.00
12425 - David W Widner	876	Market Bucks	Paid by Check # 65329	04/11/2017	04/11/2017	04/21/2017	04/21/2017	12.00
			Account 47240 - EBT Market Bucks Totals			Invoice Transactions 2		\$60.00
Account 53940 - Temporary Contractual Employee								
3875 - Sandra Salinas-Kobyika	04032017	18 - Market - facility cleaning	Paid by EFT # 16891	04/11/2017	04/11/2017	04/21/2017	04/21/2017	65.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 1		\$65.00
			Program 186503 - Community Events-Farmers' Market Totals			Invoice Transactions 3		\$125.00
Program 187001 - Adult Sports-Softball								
Account 53940 - Temporary Contractual Employee								
905 - Convention And Visitors Bureau Of Monroe County	3974	18 TLSP Payment for Umkies for National	Paid by Check # 65301	04/11/2017	04/11/2017	04/21/2017	04/21/2017	11,000.00
			Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 1		\$11,000.00
			Program 187001 - Adult Sports-Softball Totals			Invoice Transactions 1		\$11,000.00
Program 187006 - Adult Sports-Concessions								
Account 52210 - Institutional Supplies								
53005 - Menards, INC	57295	18 FSC Concessions Cleaning Supplies and	Paid by Check # 65317	04/11/2017	04/11/2017	04/21/2017	04/21/2017	66.57
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 1		\$66.57
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling Co. Consolidated	6800200050	18 TLSP Coca Cola products for resale	Paid by EFT # 16806	04/11/2017	04/11/2017	04/21/2017	04/21/2017	674.81
485 - Sam's Club	2068	18 TLSP Conc Items for Resale	Paid by Check # 65322	04/11/2017	04/11/2017	04/21/2017	04/21/2017	1,230.02
			Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 2		\$1,904.83
Account 52420 - Other Supplies								
53005 - Menards, INC	58221	18 TLSP Parts to build new shelf to replace	Paid by Check # 65317	04/11/2017	04/11/2017	04/21/2017	04/21/2017	60.95
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$60.95
			Program 187006 - Adult Sports-Concessions Totals			Invoice Transactions 4		\$2,032.35
Program 187503 - Banner-Classes								
Account 53990 - Other Services and Charges								
4635 - Avers Pizza, INC	6076	18- BBCC Teen Mentoring	Paid by Check # 65285	04/11/2017	04/11/2017	04/21/2017	04/21/2017	59.31
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$59.31
			Program 187503 - Banner-Classes Totals			Invoice Transactions 1		\$59.31
Program 189000 - Operations								
Account 52420 - Other Supplies								
818 - Everywhere Signs, LLC	50773	18-2.5"x10" brass plaque for memorial	Paid by EFT # 16820	04/11/2017	04/11/2017	04/21/2017	04/21/2017	280.00
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$280.00
			Program 189000 - Operations Totals			Invoice Transactions 1		\$280.00
Program 189006 - Switchyard Property								
Account 53990 - Other Services and Charges								
321 - Harrell Fish, INC	W25604	18-Labor to evaluate frozen pipes @ Triple C	Paid by EFT # 16830	04/11/2017	04/11/2017	04/21/2017	04/21/2017	72.00
102 - Professional Contracting, LLC (Steve's Roofing)	16236	18-Labor to seal all screws in a 20'x20' area	Paid by EFT # 16883	04/11/2017	04/11/2017	04/21/2017	04/21/2017	325.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		\$397.00
			Program 189006 - Switchyard Property Totals			Invoice Transactions 2		\$397.00
			Department 18 - Parks & Recreation Totals			Invoice Transactions 66		\$49,682.42
			Fund 201 - Parks and Rec Non Reverting Totals			Invoice Transactions 67		\$49,782.42
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 180000 - Main								
Account 54510 - Other Capital Outlays								
5769 - Lester Recreation Designs, LLC	17-01-01	18-Lower Cascades Shade	Paid by EFT # 16857	04/11/2017	04/11/2017	04/21/2017	04/21/2017	8,348.00
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions 1		\$8,348.00
			Program 180000 - Main Totals			Invoice Transactions 1		\$8,348.00
			Department 18 - Parks & Recreation Totals			Invoice Transactions 1		\$8,348.00
			Fund 977 - Parks 2016 GO Bond Proceeds Totals			Invoice Transactions 1		\$8,348.00
			Grand Totals			Invoice Transactions 159		\$106,158.90



Board of Parks & Recreation Claim Register

Invoice Date Range 04/05/17 - 04/06/17
Utility Checks

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 General										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	11904868950319 17	18-Golf Course	Paid by Check # 65277		04/05/2017	04/05/2017	04/05/2017		04/06/2017	110.87
				Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1		\$110.87
				Program 183500 - Golf Services Totals				Invoice Transactions 1		\$110.87
				Department 18 - Parks & Recreation Totals				Invoice Transactions 1		\$110.87
				Fund 200 - Parks and Recreation General Totals				Invoice Transactions 1		\$110.87
				Grand Totals				Invoice Transactions 1		\$110.87



Payroll Register - Board of Park Commissioners

Check Date Range 03/31/17 - 03/31/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1444 Adhanom, Nyat O	03/31/2017	199.50		.00	11.10	12.37	2.88	6.44	2.68	.00	164.03
			.00	.00	199.50	199.50	199.50	199.50	199.50		
		\$199.50	\$0.00	\$0.00	\$11.10	\$12.37	\$2.88	\$6.44	\$2.68	\$0.00	\$164.03
655 Barber, Jennifer C	03/31/2017	187.00		.00	.00	11.59	2.72	.00	.00	.00	172.69
			.00	.00	187.00	187.00	187.00	187.00	187.00		
		\$187.00	\$0.00	\$0.00	\$0.00	\$11.59	\$2.72	\$0.00	\$0.00	\$0.00	\$172.69
10000 Barnes, John L 1558	03/31/2017	1,596.80		.00	154.57	99.34	23.23	51.75	21.55	44.78	1,201.58
			.00	.00	1,602.25	1,602.25	1,602.25	1,602.25	1,602.25		
		\$1,596.80	\$0.00	\$0.00	\$154.57	\$99.34	\$23.23	\$51.75	\$21.55	\$44.78	\$1,201.58
33 Behrman, Joachim F	03/31/2017	1,437.60		.00	161.53	89.43	20.91	45.35	18.89	45.00	1,056.49
			.00	.00	1,442.56	1,442.56	1,442.56	1,442.56	1,442.56		
		\$1,437.60	\$0.00	\$0.00	\$161.53	\$89.43	\$20.91	\$45.35	\$18.89	\$45.00	\$1,056.49
10000 Boruff, James D 2331	03/31/2017	2,155.77		.00	136.19	122.94	28.75	60.59	26.27	251.10	1,529.93
			.00	.00	1,952.82	1,982.82	1,982.82	1,952.82	1,952.82		
		\$2,155.77	\$0.00	\$0.00	\$136.19	\$122.94	\$28.75	\$60.59	\$26.27	\$251.10	\$1,529.93
1031 Boyd, Bram K	03/31/2017	237.06		.00	.00	14.70	3.44	6.41	2.98	.00	209.53
			.00	.00	237.06	237.06	237.06	237.06	237.06		
		\$237.06	\$0.00	\$0.00	\$0.00	\$14.70	\$3.44	\$6.41	\$2.98	\$0.00	\$209.53
10000 Brinson, Leslie A 1682	03/31/2017	1,740.14		.00	141.59	93.97	21.98	48.96	20.39	287.08	1,126.17
			.00	.00	1,515.75	1,515.75	1,515.75	1,515.75	1,515.75		
		\$1,740.14	\$0.00	\$0.00	\$141.59	\$93.97	\$21.98	\$48.96	\$20.39	\$287.08	\$1,126.17
1453 Brock, Hannah M	03/31/2017	196.02		.00	.00	12.15	2.83	6.33	2.64	.00	172.07
			.00	.00	196.02	196.02	196.02	196.02	196.02		
		\$196.02	\$0.00	\$0.00	\$0.00	\$12.15	\$2.83	\$6.33	\$2.64	\$0.00	\$172.07
960 Brown, Roger D	03/31/2017	459.20		.00	37.68	28.47	6.66	14.83	6.18	.00	365.38
			.00	.00	459.20	459.20	459.20	459.20	459.20		
		\$459.20	\$0.00	\$0.00	\$37.68	\$28.47	\$6.66	\$14.83	\$6.18	\$0.00	\$365.38
			\$0.00	\$0.00	\$459.20	\$459.20	\$459.20	\$459.20	\$459.20		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1218 Brunelle, Autumn M	03/31/2017	582.00		.00	33.58	36.07	8.43	18.80	7.83	.00	477.29
			.00	.00	582.00	582.00	582.00	582.00	582.00		
		\$582.00	\$0.00	\$0.00	\$33.58	\$36.07	\$8.43	\$18.80	\$7.83	\$0.00	\$477.29
10000 Bunnell, Whitney N 2945	03/31/2017	409.05		.00	7.64	25.36	5.93	13.21	5.50	.00	351.41
			.00	.00	409.05	409.05	409.05	409.05	409.05		
		\$409.05	\$0.00	\$0.00	\$7.64	\$25.36	\$5.93	\$13.21	\$5.50	\$0.00	\$351.41
443 Burdeshaw, Jeffrey A	03/31/2017	364.64		.00	11.85	22.62	5.28	10.54	4.39	.00	309.96
			.00	.00	364.64	364.64	364.64	364.64	364.64		
		\$364.64	\$0.00	\$0.00	\$11.85	\$22.62	\$5.28	\$10.54	\$4.39	\$0.00	\$309.96
986 Burris, Chelsea N	03/31/2017	1,600.61		.00	151.74	87.97	20.57	47.17	17.56	266.67	1,008.93
			.00	.00	1,343.94	1,418.94	1,418.94	1,343.94	1,343.94		
		\$1,600.61	\$0.00	\$0.00	\$151.74	\$87.97	\$20.57	\$47.17	\$17.56	\$266.67	\$1,008.93
10000 Campbell, Ellen M 2727	03/31/2017	1,380.24		.00	139.37	80.28	18.78	40.58	16.90	106.77	977.56
			.00	.00	1,294.83	1,294.83	1,294.83	1,294.83	1,294.83		
		\$1,380.24	\$0.00	\$0.00	\$139.37	\$80.28	\$18.78	\$40.58	\$16.90	\$106.77	\$977.56
1491 Chiba, Samuel H	03/31/2017	79.56		.00	.00	4.94	1.15	1.33	.55	.00	71.59
			.00	.00	79.56	79.56	79.56	79.56	79.56		
		\$79.56	\$0.00	\$0.00	\$0.00	\$4.94	\$1.15	\$1.33	\$0.55	\$0.00	\$71.59
935 Christie, Chaun W	03/31/2017	138.60		.00	.00	8.59	2.01	4.48	1.86	.00	121.66
			.00	.00	138.60	138.60	138.60	138.60	138.60		
		\$138.60	\$0.00	\$0.00	\$0.00	\$8.59	\$2.01	\$4.48	\$1.86	\$0.00	\$121.66
916 Clapp, Kimberly J	03/31/2017	1,492.49		.00	195.70	89.66	20.97	46.71	36.49	51.65	1,051.31
			.00	.00	1,445.99	1,445.99	1,445.99	1,445.99	1,445.99		
		\$1,492.49	\$0.00	\$0.00	\$195.70	\$89.66	\$20.97	\$46.71	\$36.49	\$51.65	\$1,051.31
1494 Clausman, Hannah M	03/31/2017	45.10		.00	.00	2.80	.65	.21	.09	.00	41.35
			.00	.00	45.10	45.10	45.10	45.10	45.10		
		\$45.10	\$0.00	\$0.00	\$0.00	\$2.80	\$0.65	\$0.21	\$0.09	\$0.00	\$41.35
			\$0.00	\$0.00	\$45.10	\$45.10	\$45.10	\$45.10	\$45.10		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1462 Clemons, A'Nell B	03/31/2017	209.10		.00	12.06	12.97	3.03	6.75	2.81	.00	171.48
			.00	.00	209.10	209.10	209.10	209.10	209.10		
		\$209.10	\$0.00	\$0.00	\$12.06	\$12.97	\$3.03	\$6.75	\$2.81	\$0.00	\$171.48
10000 Cotter, Steve E 0123	03/31/2017	2,037.02		.00	183.66	121.14	28.33	61.87	25.76	90.17	1,526.09
			.00	.00	1,953.88	1,953.88	1,953.88	1,953.88	1,953.88		
		\$2,037.02	\$0.00	\$0.00	\$183.66	\$121.14	\$28.33	\$61.87	\$25.76	\$90.17	\$1,526.09
47 Cowden, Jackson D	03/31/2017	498.02		.00	43.50	30.88	7.22	16.09	6.70	.00	393.63
			.00	.00	498.02	498.02	498.02	498.02	498.02		
		\$498.02	\$0.00	\$0.00	\$43.50	\$30.88	\$7.22	\$16.09	\$6.70	\$0.00	\$393.63
1230 Cox, John A	03/31/2017	853.93		.00	116.89	52.94	12.38	25.10	9.71	.00	636.91
			.00	.00	853.93	853.93	853.93	853.93	853.93		
		\$853.93	\$0.00	\$0.00	\$116.89	\$52.94	\$12.38	\$25.10	\$9.71	\$0.00	\$636.91
177 Craig, Aaron R	03/31/2017	2,070.57		.00	294.36	166.42	38.92	81.85	34.08	325.54	1,129.40
			.00	.00	2,534.17	2,684.17	2,684.17	2,534.17	2,534.17		
		\$2,070.57	\$0.00	\$0.00	\$294.36	\$166.42	\$38.92	\$81.85	\$34.08	\$325.54	\$1,129.40
1458 Dawes, Jonathan M	03/31/2017	55.58		.00	.00	3.45	.81	.55	.23	.00	50.54
			.00	.00	55.58	55.58	55.58	55.58	55.58		
		\$55.58	\$0.00	\$0.00	\$0.00	\$3.45	\$0.81	\$0.55	\$0.23	\$0.00	\$50.54
1279 Donovan, Timothy Jr	03/31/2017	955.50		.00	112.12	59.24	13.85	30.86	12.85	.00	726.58
			.00	.00	955.50	955.50	955.50	955.50	955.50		
		\$955.50	\$0.00	\$0.00	\$112.12	\$59.24	\$13.85	\$30.86	\$12.85	\$0.00	\$726.58
1386 Dugan, Kyle S	03/31/2017	45.10		.00	.00	2.80	.65	1.46	.61	.00	39.58
			.00	.00	45.10	45.10	45.10	45.10	45.10		
		\$45.10	\$0.00	\$0.00	\$0.00	\$2.80	\$0.65	\$1.46	\$0.61	\$0.00	\$39.58
10000 Dunbar, Barbara 0156	03/31/2017	1,703.61		.00	165.50	96.60	22.60	46.21	19.24	234.56	1,118.90
			.00	.00	1,469.05	1,558.05	1,558.05	1,469.05	1,469.05		
		\$1,703.61	\$0.00	\$0.00	\$165.50	\$96.60	\$22.60	\$46.21	\$19.24	\$234.56	\$1,118.90
			\$0.00	\$0.00	\$1,469.05	\$1,558.05	\$1,558.05	\$1,469.05	\$1,469.05		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Eads, Daren S 0162	03/31/2017	1,926.49		.00	227.09	135.52	31.69	67.37	28.05	363.71	1,073.06
			.00	.00	2,085.75	2,185.75	2,185.75	2,085.75	2,085.75		
		\$1,926.49		\$0.00	\$227.09	\$135.52	\$31.69	\$67.37	\$28.05	\$363.71	\$1,073.06
			\$0.00	\$0.00	\$2,085.75	\$2,185.75	\$2,185.75	\$2,085.75	\$2,085.75		
1451 Ferstead, Amanda T	03/31/2017	47.60		.00	.00	2.94	.69	1.54	.64	.00	41.79
			.00	.00	47.60	47.60	47.60	47.60	47.60		
		\$47.60		\$0.00	\$0.00	\$2.94	\$0.69	\$1.54	\$0.64	\$0.00	\$41.79
			\$0.00	\$0.00	\$47.60	\$47.60	\$47.60	\$47.60	\$47.60		
938 Flake, Benjamin K	03/31/2017	391.47		.00	14.53	24.27	5.68	12.64	4.89	.00	329.46
			.00	.00	391.47	391.47	391.47	391.47	391.47		
		\$391.47		\$0.00	\$14.53	\$24.27	\$5.68	\$12.64	\$4.89	\$0.00	\$329.46
			\$0.00	\$0.00	\$391.47	\$391.47	\$391.47	\$391.47	\$391.47		
10000 Foddrill, Donald 0192	03/31/2017	1,616.00		.00	179.35	96.81	22.64	49.19	19.52	103.14	1,145.35
			.00	.00	1,561.38	1,561.38	1,561.38	1,561.38	1,561.38		
		\$1,616.00		\$0.00	\$179.35	\$96.81	\$22.64	\$49.19	\$19.52	\$103.14	\$1,145.35
			\$0.00	\$0.00	\$1,561.38	\$1,561.38	\$1,561.38	\$1,561.38	\$1,561.38		
859 Foote, Justin M	03/31/2017	377.64		.00	.00	23.41	5.48	10.96	4.56	.00	333.23
			.00	.00	377.64	377.64	377.64	377.64	377.64		
		\$377.64		\$0.00	\$0.00	\$23.41	\$5.48	\$10.96	\$4.56	\$0.00	\$333.23
			\$0.00	\$0.00	\$377.64	\$377.64	\$377.64	\$377.64	\$377.64		
10000 Fox, David M 0195	03/31/2017	1,515.20		.00	134.76	82.89	19.38	43.18	17.98	241.91	975.10
			.00	.00	1,336.87	1,336.87	1,336.87	1,336.87	1,336.87		
		\$1,515.20		\$0.00	\$134.76	\$82.89	\$19.38	\$43.18	\$17.98	\$241.91	\$975.10
			\$0.00	\$0.00	\$1,336.87	\$1,336.87	\$1,336.87	\$1,336.87	\$1,336.87		
10000 Fridley, Robert R 3791	03/31/2017	400.80		.00	31.23	24.85	5.81	12.95	5.39	.00	320.57
			.00	.00	400.80	400.80	400.80	400.80	400.80		
		\$400.80		\$0.00	\$31.23	\$24.85	\$5.81	\$12.95	\$5.39	\$0.00	\$320.57
			\$0.00	\$0.00	\$400.80	\$400.80	\$400.80	\$400.80	\$400.80		
918 Garner, Tiasia M	03/31/2017	150.30		.00	6.18	9.32	2.18	4.85	2.02	.00	125.75
			.00	.00	150.30	150.30	150.30	150.30	150.30		
		\$150.30		\$0.00	\$6.18	\$9.32	\$2.18	\$4.85	\$2.02	\$0.00	\$125.75
			\$0.00	\$0.00	\$150.30	\$150.30	\$150.30	\$150.30	\$150.30		
1255 Gillum, William C	03/31/2017	761.52		.00	83.03	47.21	11.04	24.60	10.24	.00	585.40
			.00	.00	761.52	761.52	761.52	761.52	761.52		
		\$761.52		\$0.00	\$83.03	\$47.21	\$11.04	\$24.60	\$10.24	\$0.00	\$585.40
			\$0.00	\$0.00	\$761.52	\$761.52	\$761.52	\$761.52	\$761.52		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Gilstrap, Curtis L 0208	03/31/2017	1,661.60		.00	217.56	100.09	23.40	52.14	21.71	91.64	1,155.06
			.00	.00	1,614.28	1,614.28	1,614.28	1,614.28	1,614.28		
		\$1,661.60	\$0.00	\$0.00	\$217.56	\$100.09	\$23.40	\$52.14	\$21.71	\$91.64	\$1,155.06
58 Gingles, Pauline	03/31/2017	580.80		.00	33.46	36.01	8.42	17.52	7.29	.00	478.10
			.00	.00	580.80	580.80	580.80	580.80	580.80		
		\$580.80	\$0.00	\$0.00	\$33.46	\$36.01	\$8.42	\$17.52	\$7.29	\$0.00	\$478.10
10000 Haag, Lysie N 3368	03/31/2017	1,312.44		.00	60.37	77.61	18.15	39.19	16.32	72.56	1,028.24
			.00	.00	1,251.80	1,251.80	1,251.80	1,251.80	1,251.80		
		\$1,312.44	\$0.00	\$0.00	\$60.37	\$77.61	\$18.15	\$39.19	\$16.32	\$72.56	\$1,028.24
1131 Hall, Tiffany L	03/31/2017	865.20		.00	71.83	42.59	9.96	22.19	9.24	180.89	528.50
			.00	.00	686.87	686.87	686.87	686.87	686.87		
		\$865.20	\$0.00	\$0.00	\$71.83	\$42.59	\$9.96	\$22.19	\$9.24	\$180.89	\$528.50
10000 Hendrickson, William E 2844	03/31/2017	441.00		.00	35.25	27.34	6.39	14.24	5.93	.00	351.85
			.00	.00	441.00	441.00	441.00	441.00	441.00		
		\$441.00	\$0.00	\$0.00	\$35.25	\$27.34	\$6.39	\$14.24	\$5.93	\$0.00	\$351.85
10000 Henry, Doak M 0800	03/31/2017	508.73		.00	45.11	31.54	7.38	16.43	6.84	.00	401.43
			.00	.00	508.73	508.73	508.73	508.73	508.73		
		\$508.73	\$0.00	\$0.00	\$45.11	\$31.54	\$7.38	\$16.43	\$6.84	\$0.00	\$401.43
1356 Hershberger, James Andrew N	03/31/2017	603.14		.00	59.27	37.39	8.75	19.48	8.11	.00	470.14
			.00	.00	603.14	603.14	603.14	603.14	603.14		
		\$603.14	\$0.00	\$0.00	\$59.27	\$37.39	\$8.75	\$19.48	\$8.11	\$0.00	\$470.14
1142 Higgins, Megan M	03/31/2017	115.71		.00	2.72	7.17	1.68	3.74	1.56	.00	98.84
			.00	.00	115.71	115.71	115.71	115.71	115.71		
		\$115.71	\$0.00	\$0.00	\$2.72	\$7.17	\$1.68	\$3.74	\$1.56	\$0.00	\$98.84
			\$0.00	\$0.00	\$115.71	\$115.71	\$115.71	\$115.71	\$115.71		



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Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Higgins, Rebecca R 0059	03/31/2017	2,461.54		.00	479.61	165.08	38.60	109.76	35.29	206.67	1,426.53
			.00	.00	2,662.46	2,662.46	2,662.46	2,662.46	2,662.46		
		\$2,461.54	\$0.00	\$0.00	\$479.61	\$165.08	\$38.60	\$109.76	\$35.29	\$206.67	\$1,426.53
1465 Hill, Renee	03/31/2017	180.00		.00	.00	11.16	2.61	5.81	2.42	.00	158.00
			.00	.00	180.00	180.00	180.00	180.00	180.00		
		\$180.00	\$0.00	\$0.00	\$0.00	\$11.16	\$2.61	\$5.81	\$2.42	\$0.00	\$158.00
10000 Hollingsworth, Michael 3296 W	03/31/2017	1,577.60		.00	168.52	92.33	21.60	46.86	19.51	113.76	1,115.02
			.00	.00	1,489.20	1,489.20	1,489.20	1,489.20	1,489.20		
		\$1,577.60	\$0.00	\$0.00	\$168.52	\$92.33	\$21.60	\$46.86	\$19.51	\$113.76	\$1,115.02
10000 Huss, Lee E 0273	03/31/2017	2,249.86		.00	205.57	139.97	32.73	71.68	29.35	67.50	1,703.06
			.00	.00	2,257.62	2,257.62	2,257.62	2,257.62	2,257.62		
		\$2,249.86	\$0.00	\$0.00	\$205.57	\$139.97	\$32.73	\$71.68	\$29.35	\$67.50	\$1,703.06
10000 Jacobs, Gregory D 2092	03/31/2017	1,615.33		.00	160.54	98.81	23.12	50.23	20.92	36.65	1,225.06
			.00	.00	1,593.68	1,593.68	1,593.68	1,593.68	1,593.68		
		\$1,615.33	\$0.00	\$0.00	\$160.54	\$98.81	\$23.12	\$50.23	\$20.92	\$36.65	\$1,225.06
683 Jallow, Pendah N	03/31/2017	161.95		.00	.00	10.04	2.35	3.99	1.66	.00	143.91
			.00	.00	161.95	161.95	161.95	161.95	161.95		
		\$161.95	\$0.00	\$0.00	\$0.00	\$10.04	\$2.35	\$3.99	\$1.66	\$0.00	\$143.91
1553 Jania, Rebecca M	03/31/2017	347.18		.00	25.87	21.53	5.03	9.97	4.15	.00	280.63
			.00	.00	347.18	347.18	347.18	347.18	347.18		
		\$347.18	\$0.00	\$0.00	\$25.87	\$21.53	\$5.03	\$9.97	\$4.15	\$0.00	\$280.63
1418 Jensen, Alyssa F	03/31/2017	742.65		.00	80.20	46.04	10.77	23.99	9.99	.00	571.66
			.00	.00	742.65	742.65	742.65	742.65	742.65		
		\$742.65	\$0.00	\$0.00	\$80.20	\$46.04	\$10.77	\$23.99	\$9.99	\$0.00	\$571.66
10000 Kenner, Alex 3412	03/31/2017	60.00		.00	.00	3.72	.87	.70	.29	.00	54.42
			.00	.00	60.00	60.00	60.00	60.00	60.00		
		\$60.00	\$0.00	\$0.00	\$0.00	\$3.72	\$0.87	\$0.70	\$0.29	\$0.00	\$54.42
			\$0.00	\$0.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00		



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Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Kerr, William C 3369	03/31/2017	1,577.60		.00	93.99	84.08	19.66	41.32	17.20	255.47	1,065.88
			.00	.00	1,356.07	1,356.07	1,356.07	1,356.07	1,356.07		
		\$1,577.60		\$0.00	\$93.99	\$84.08	\$19.66	\$41.32	\$17.20	\$255.47	\$1,065.88
			\$0.00	\$0.00	\$1,356.07	\$1,356.07	\$1,356.07	\$1,356.07	\$1,356.07		
10000 Kitowski, Robin 1031	03/31/2017	1,526.92		.00	94.34	87.32	20.43	42.64	18.27	184.22	1,079.70
			.00	.00	1,358.43	1,408.43	1,408.43	1,358.43	1,358.43		
		\$1,526.92		\$0.00	\$94.34	\$87.32	\$20.43	\$42.64	\$18.27	\$184.22	\$1,079.70
			\$0.00	\$0.00	\$1,358.43	\$1,408.43	\$1,408.43	\$1,358.43	\$1,358.43		
10000 Kluesner, Daniel Alan 0719	03/31/2017	1,542.40		.00	166.92	81.89	19.16	42.66	17.77	246.89	967.11
			.00	.00	1,320.83	1,320.83	1,320.83	1,320.83	1,320.83		
		\$1,542.40		\$0.00	\$166.92	\$81.89	\$19.16	\$42.66	\$17.77	\$246.89	\$967.11
			\$0.00	\$0.00	\$1,320.83	\$1,320.83	\$1,320.83	\$1,320.83	\$1,320.83		
10000 Knudsen, William L 3346	03/31/2017	531.46		.00	73.52	32.95	7.71	17.17	7.15	.00	392.96
			.00	.00	531.46	531.46	531.46	531.46	531.46		
		\$531.46		\$0.00	\$73.52	\$32.95	\$7.71	\$17.17	\$7.15	\$0.00	\$392.96
			\$0.00	\$0.00	\$531.46	\$531.46	\$531.46	\$531.46	\$531.46		
911 Labis, Kolynn M	03/31/2017	407.04		.00	31.86	25.25	5.91	13.15	5.47	.00	325.40
			.00	.00	407.04	407.04	407.04	407.04	407.04		
		\$407.04		\$0.00	\$31.86	\$25.25	\$5.91	\$13.15	\$5.47	\$0.00	\$325.40
			\$0.00	\$0.00	\$407.04	\$407.04	\$407.04	\$407.04	\$407.04		
1236 Lake, Billie J	03/31/2017	221.27		.00	.00	13.72	3.22	5.90	2.46	.00	195.97
			.00	.00	221.27	221.27	221.27	221.27	221.27		
		\$221.27		\$0.00	\$0.00	\$13.72	\$3.22	\$5.90	\$2.46	\$0.00	\$195.97
			\$0.00	\$0.00	\$221.27	\$221.27	\$221.27	\$221.27	\$221.27		
10000 Lamb, Chris J 0299	03/31/2017	1,634.40		.00	196.40	94.07	22.00	49.01	20.41	156.47	1,096.04
			.00	.00	1,517.35	1,517.35	1,517.35	1,517.35	1,517.35		
		\$1,634.40		\$0.00	\$196.40	\$94.07	\$22.00	\$49.01	\$20.41	\$156.47	\$1,096.04
			\$0.00	\$0.00	\$1,517.35	\$1,517.35	\$1,517.35	\$1,517.35	\$1,517.35		
470 Lavender, Jai D	03/31/2017	261.84		.00	1.57	16.24	3.80	7.22	3.00	.00	230.01
			.00	.00	261.84	261.84	261.84	261.84	261.84		
		\$261.84		\$0.00	\$1.57	\$16.24	\$3.80	\$7.22	\$3.00	\$0.00	\$230.01
			\$0.00	\$0.00	\$261.84	\$261.84	\$261.84	\$261.84	\$261.84		
1503 Luce, Grace E	03/31/2017	370.58		.00	28.21	22.98	5.37	11.97	4.98	.00	297.07
			.00	.00	370.58	370.58	370.58	370.58	370.58		
		\$370.58		\$0.00	\$28.21	\$22.98	\$5.37	\$11.97	\$4.98	\$0.00	\$297.07
			\$0.00	\$0.00	\$370.58	\$370.58	\$370.58	\$370.58	\$370.58		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1165 Marler, Kwang Hsiung	03/31/2017	1,922.31		.00	241.88	115.90	27.11	60.38	25.14	53.05	1,398.85
			.00	.00	1,869.26	1,869.26	1,869.26	1,869.26	1,869.26		
		\$1,922.31	\$0.00	\$0.00	\$241.88	\$115.90	\$27.11	\$60.38	\$25.14	\$53.05	\$1,398.85
10000 Martin, Newton P 0796	03/31/2017	950.40		.00	126.36	58.92	13.78	30.70	12.78	.00	707.86
			.00	.00	950.40	950.40	950.40	950.40	950.40		
		\$950.40	\$0.00	\$0.00	\$126.36	\$58.92	\$13.78	\$30.70	\$12.78	\$0.00	\$707.86
1222 Martindale, Claude C	03/31/2017	415.88		.00	62.74	25.78	6.03	53.43	.00	.00	267.90
			.00	.00	415.88	415.88	415.88	415.88	415.88		
		\$415.88	\$0.00	\$0.00	\$62.74	\$25.78	\$6.03	\$53.43	\$0.00	\$0.00	\$267.90
1561 Martindale, Tori A	03/31/2017	519.44		.00	11.56	32.21	7.53	15.54	6.47	.00	446.13
			.00	.00	519.44	519.44	519.44	519.44	519.44		
		\$519.44	\$0.00	\$0.00	\$11.56	\$32.21	\$7.53	\$15.54	\$6.47	\$0.00	\$446.13
10000 McDevitt, Paula M 0333	03/31/2017	3,589.62		.00	447.02	222.55	52.05	114.70	47.76	40.15	2,665.39
			.00	.00	3,589.62	3,589.62	3,589.62	3,589.62	3,589.62		
		\$3,589.62	\$0.00	\$0.00	\$447.02	\$222.55	\$52.05	\$114.70	\$47.76	\$40.15	\$2,665.39
463 McEachern, Nicole C	03/31/2017	1,569.23		.00	187.98	97.30	22.76	47.20	19.65	112.65	1,081.69
			.00	.00	1,461.23	1,569.23	1,569.23	1,461.23	1,461.23		
		\$1,569.23	\$0.00	\$0.00	\$187.98	\$97.30	\$22.76	\$47.20	\$19.65	\$112.65	\$1,081.69
1263 McGarry, Kessler G	03/31/2017	622.78		.00	38.56	38.62	9.03	18.87	7.86	.00	509.84
			.00	.00	622.78	622.78	622.78	622.78	622.78		
		\$622.78	\$0.00	\$0.00	\$38.56	\$38.62	\$9.03	\$18.87	\$7.86	\$0.00	\$509.84
10000 McGlothlin, Brenda S 0330	03/31/2017	1,006.20		.00	67.35	62.39	14.59	32.50	13.53	.00	815.84
			.00	.00	1,006.20	1,006.20	1,006.20	1,006.20	1,006.20		
		\$1,006.20	\$0.00	\$0.00	\$67.35	\$62.39	\$14.59	\$32.50	\$13.53	\$0.00	\$815.84
1042 Meacham, Bart C	03/31/2017	337.09		.00	.00	20.90	4.89	9.65	4.02	.00	297.63
			.00	.00	337.09	337.09	337.09	337.09	337.09		
		\$337.09	\$0.00	\$0.00	\$0.00	\$20.90	\$4.89	\$9.65	\$4.02	\$0.00	\$297.63
			\$0.00	\$0.00	\$337.09	\$337.09	\$337.09	\$337.09	\$337.09		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
96 Miller, Alison M	03/31/2017	1,623.64		.00	100.76	97.72	22.86	45.26	18.85	231.25	1,106.94
			.00	.00	1,401.19	1,576.19	1,576.19	1,401.19	1,401.19		
		\$1,623.64	\$0.00	\$0.00	\$100.76	\$97.72	\$22.86	\$45.26	\$18.85	\$231.25	\$1,106.94
10000 Morgan, Lee 3606	03/31/2017	51.48		.00	.00	3.19	.75	.42	.18	.00	46.94
			.00	.00	51.48	51.48	51.48	51.48	51.48		
		\$51.48	\$0.00	\$0.00	\$0.00	\$3.19	\$0.75	\$0.42	\$0.18	\$0.00	\$46.94
10000 Neely, Lesilyn S 0361	03/31/2017	1,434.53		.00	109.66	80.78	18.89	42.08	17.52	136.65	1,028.95
			.00	.00	1,302.83	1,302.83	1,302.83	1,302.83	1,302.83		
		\$1,434.53	\$0.00	\$0.00	\$109.66	\$80.78	\$18.89	\$42.08	\$17.52	\$136.65	\$1,028.95
696 Nelson, John C	03/31/2017	428.40		.00	18.22	26.56	6.21	12.60	5.24	.00	359.57
			.00	.00	428.40	428.40	428.40	428.40	428.40		
		\$428.40	\$0.00	\$0.00	\$18.22	\$26.56	\$6.21	\$12.60	\$5.24	\$0.00	\$359.57
883 Nickelson, Joshua B	03/31/2017	252.00		.00	30.00	15.62	3.65	38.14	23.39	.00	141.20
			.00	.00	252.00	252.00	252.00	252.00	252.00		
		\$252.00	\$0.00	\$0.00	\$30.00	\$15.62	\$3.65	\$38.14	\$23.39	\$0.00	\$141.20
1359 O'Hair, Alexandra RL	03/31/2017	187.12		.00	.00	11.60	2.71	4.80	1.49	.00	166.52
			.00	.00	187.12	187.12	187.12	187.12	187.12		
		\$187.12	\$0.00	\$0.00	\$0.00	\$11.60	\$2.71	\$4.80	\$1.49	\$0.00	\$166.52
366 Pearson, Erik W	03/31/2017	1,286.34		.00	130.80	76.74	17.95	39.98	16.65	53.37	950.85
			.00	.00	1,237.73	1,237.73	1,237.73	1,237.73	1,237.73		
		\$1,286.34	\$0.00	\$0.00	\$130.80	\$76.74	\$17.95	\$39.98	\$16.65	\$53.37	\$950.85
10000 Pedersen, Scott 1021	03/31/2017	1,569.23		.00	113.84	83.22	19.47	40.18	17.25	300.09	995.18
			.00	.00	1,282.34	1,342.34	1,342.34	1,282.34	1,282.34		
		\$1,569.23	\$0.00	\$0.00	\$113.84	\$83.22	\$19.47	\$40.18	\$17.25	\$300.09	\$995.18
1541 Perry, Jennifer E	03/31/2017	25.00		.00	.00	1.55	.36	.81	.34	.00	21.94
			.00	.00	25.00	25.00	25.00	25.00	25.00		
		\$25.00	\$0.00	\$0.00	\$0.00	\$1.55	\$0.36	\$0.81	\$0.34	\$0.00	\$21.94
			\$0.00	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1428 Philbeck, Ethan J	03/31/2017	812.00		.00	66.94	50.35	11.78	24.99	10.40	.00	647.54
			.00	.00	812.00	812.00	812.00	812.00	812.00		
		\$812.00	\$0.00	\$0.00	\$66.94	\$50.35	\$11.78	\$24.99	\$10.40	\$0.00	\$647.54
10000 Prince, Kevin L 0748	03/31/2017	1,577.60		.00	175.16	95.07	22.24	49.53	41.71	83.13	1,110.76
			.00	.00	1,533.44	1,533.44	1,533.44	1,533.44	1,533.44		
		\$1,577.60	\$0.00	\$0.00	\$175.16	\$95.07	\$22.24	\$49.53	\$41.71	\$83.13	\$1,110.76
961 Raburn, Samantha A	03/31/2017	852.39		.00	96.66	52.85	12.36	27.53	11.46	.00	651.53
			.00	.00	852.39	852.39	852.39	852.39	852.39		
		\$852.39	\$0.00	\$0.00	\$96.66	\$52.85	\$12.36	\$27.53	\$11.46	\$0.00	\$651.53
10000 Ramey, Julie A 1710	03/31/2017	2,136.23		.00	174.62	132.90	31.09	59.92	51.51	252.07	1,434.12
			.00	.00	1,893.60	2,143.60	2,143.60	1,893.60	1,893.60		
		\$2,136.23	\$0.00	\$0.00	\$174.62	\$132.90	\$31.09	\$59.92	\$51.51	\$252.07	\$1,434.12
10000 Ream, William J 3618	03/31/2017	1,662.42		.00	187.41	100.14	23.42	50.93	21.21	53.05	1,226.26
			.00	.00	1,615.11	1,615.11	1,615.11	1,615.11	1,615.11		
		\$1,662.42	\$0.00	\$0.00	\$187.41	\$100.14	\$23.42	\$50.93	\$21.21	\$53.05	\$1,226.26
10000 Retzlaff, Carl D 0406	03/31/2017	1,668.00		.00	152.06	87.97	20.57	45.83	17.74	269.15	1,074.68
			.00	.00	1,418.85	1,418.85	1,418.85	1,418.85	1,418.85		
		\$1,668.00	\$0.00	\$0.00	\$152.06	\$87.97	\$20.57	\$45.83	\$17.74	\$269.15	\$1,074.68
10000 Richardson, James B 3209	03/31/2017	1,476.00		.00	166.28	89.33	20.90	50.30	28.86	44.54	1,075.79
			.00	.00	1,440.92	1,440.92	1,440.92	1,440.92	1,440.92		
		\$1,476.00	\$0.00	\$0.00	\$166.28	\$89.33	\$20.90	\$50.30	\$28.86	\$44.54	\$1,075.79
10000 Robertson, Dennis 0632	03/31/2017	1,658.40		.00	187.99	102.81	24.04	53.57	20.73	47.30	1,221.96
			.00	.00	1,658.40	1,658.40	1,658.40	1,658.40	1,658.40		
		\$1,658.40	\$0.00	\$0.00	\$187.99	\$102.81	\$24.04	\$53.57	\$20.73	\$47.30	\$1,221.96
			\$0.00	\$0.00	\$1,658.40	\$1,658.40	\$1,658.40	\$1,658.40	\$1,658.40		



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Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Rollins, Nancy J 1154	03/31/2017	475.20		.00	40.08	29.46	6.89	15.35	6.39	.00	377.03
			.00	.00	475.20	475.20	475.20	475.20	475.20		
		\$475.20	\$0.00	\$0.00	\$40.08	\$29.46	\$6.89	\$15.35	\$6.39	\$0.00	\$377.03
10000 Ruble, Dareal W 2196	03/31/2017	321.47		.00	23.30	19.93	4.66	9.14	3.81	130.00	130.63
			.00	.00	321.47	321.47	321.47	321.47	321.47		
		\$321.47	\$0.00	\$0.00	\$23.30	\$19.93	\$4.66	\$9.14	\$3.81	\$130.00	\$130.63
690 Salisbury, James D	03/31/2017	1,437.61		.00	16.37	89.43	20.92	42.87	17.85	37.43	1,212.74
			.00	.00	1,442.57	1,442.57	1,442.57	1,442.57	1,442.57		
		\$1,437.61	\$0.00	\$0.00	\$16.37	\$89.43	\$20.92	\$42.87	\$17.85	\$37.43	\$1,212.74
553 Scholtz, Emily L	03/31/2017	599.50		.00	35.33	37.17	8.69	18.12	7.55	.00	492.64
			.00	.00	599.50	599.50	599.50	599.50	599.50		
		\$599.50	\$0.00	\$0.00	\$35.33	\$37.17	\$8.69	\$18.12	\$7.55	\$0.00	\$492.64
10000 Serriere, Jean-Luc 1427	03/31/2017	710.50		.00	14.90	44.05	10.30	21.71	8.52	.00	611.02
			.00	.00	710.50	710.50	710.50	710.50	710.50		
		\$710.50	\$0.00	\$0.00	\$14.90	\$44.05	\$10.30	\$21.71	\$8.52	\$0.00	\$611.02
1344 Sherfick, Sage H	03/31/2017	219.24		.00	13.08	13.59	3.18	5.84	2.43	.00	181.12
			.00	.00	219.24	219.24	219.24	219.24	219.24		
		\$219.24	\$0.00	\$0.00	\$13.08	\$13.59	\$3.18	\$5.84	\$2.43	\$0.00	\$181.12
10000 Shrake, Amy M 2028	03/31/2017	1,744.71		.00	193.23	94.63	22.13	48.33	20.12	269.53	1,096.74
			.00	.00	1,496.20	1,526.20	1,526.20	1,496.20	1,496.20		
		\$1,744.71	\$0.00	\$0.00	\$193.23	\$94.63	\$22.13	\$48.33	\$20.12	\$269.53	\$1,096.74
10000 Sims, Jason 2630	03/31/2017	1,573.68		.00	169.06	115.11	26.92	58.72	24.45	125.83	1,053.59
			.00	.00	1,856.56	1,856.56	1,856.56	1,856.56	1,856.56		
		\$1,573.68	\$0.00	\$0.00	\$169.06	\$115.11	\$26.92	\$58.72	\$24.45	\$125.83	\$1,053.59
1299 Slothower, Peter E	03/31/2017	588.00		.00	34.18	36.46	8.53	17.75	7.39	.00	483.69
			.00	.00	588.00	588.00	588.00	588.00	588.00		
		\$588.00	\$0.00	\$0.00	\$34.18	\$36.46	\$8.53	\$17.75	\$7.39	\$0.00	\$483.69
			\$0.00	\$0.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1172 Smith, Chrisjaan L	03/31/2017	805.50		.00	65.97	49.95	11.67	24.78	10.32	.00	642.81
			.00	.00	805.50	805.50	805.50	805.50	805.50		
		\$805.50	\$0.00	\$0.00	\$65.97	\$49.95	\$11.67	\$24.78	\$10.32	\$0.00	\$642.81
34 Smith, Christopher L	03/31/2017	490.00		.00	24.38	30.38	7.11	14.58	6.07	94.00	313.48
			.00	.00	490.00	490.00	490.00	490.00	490.00		
		\$490.00	\$0.00	\$0.00	\$24.38	\$30.38	\$7.11	\$14.58	\$6.07	\$94.00	\$313.48
685 Smith, Haskell D	03/31/2017	1,437.60		.00	156.03	87.17	20.38	44.17	18.39	55.66	1,055.80
			.00	.00	1,405.91	1,405.91	1,405.91	1,405.91	1,405.91		
		\$1,437.60	\$0.00	\$0.00	\$156.03	\$87.17	\$20.38	\$44.17	\$18.39	\$55.66	\$1,055.80
686 Snyder, Justin M	03/31/2017	443.60		.00	35.51	27.50	6.43	14.33	7.76	.00	352.07
			.00	.00	443.60	443.60	443.60	443.60	443.60		
		\$443.60	\$0.00	\$0.00	\$35.51	\$27.50	\$6.43	\$14.33	\$7.76	\$0.00	\$352.07
451 Sparks, Joanna L	03/31/2017	1,640.64		.00	187.28	100.08	23.40	50.90	39.76	43.30	1,195.92
			.00	.00	1,614.24	1,614.24	1,614.24	1,614.24	1,614.24		
		\$1,640.64	\$0.00	\$0.00	\$187.28	\$100.08	\$23.40	\$50.90	\$39.76	\$43.30	\$1,195.92
1327 St John, Braden C	03/31/2017	368.88		.00	.00	22.87	5.35	10.67	4.44	.00	325.55
			.00	.00	368.88	368.88	368.88	368.88	368.88		
		\$368.88	\$0.00	\$0.00	\$0.00	\$22.87	\$5.35	\$10.67	\$4.44	\$0.00	\$325.55
10000 Stark, Megan M 3460	03/31/2017	1,602.84		.00	178.97	96.65	22.60	50.35	20.97	55.88	1,177.42
			.00	.00	1,558.84	1,558.84	1,558.84	1,558.84	1,558.84		
		\$1,602.84	\$0.00	\$0.00	\$178.97	\$96.65	\$22.60	\$50.35	\$20.97	\$55.88	\$1,177.42
10000 Sterner, Mark 0466	03/31/2017	2,252.79		.00	212.60	125.60	29.37	64.25	26.75	274.10	1,520.12
			.00	.00	1,989.14	2,025.90	2,025.90	1,989.14	1,989.14		
		\$2,252.79	\$0.00	\$0.00	\$212.60	\$125.60	\$29.37	\$64.25	\$26.75	\$274.10	\$1,520.12
756 Stierwalt, Angie D	03/31/2017	364.50		.00	27.60	22.61	5.29	11.77	4.90	.00	292.33
			.00	.00	364.50	364.50	364.50	364.50	364.50		
		\$364.50	\$0.00	\$0.00	\$27.60	\$22.61	\$5.29	\$11.77	\$4.90	\$0.00	\$292.33
			\$0.00	\$0.00	\$364.50	\$364.50	\$364.50	\$364.50	\$364.50		



Payroll Register - Board of Park Commissioners

Check Date Range 03/31/17 - 03/31/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1478 Strong, Leif D	03/31/2017	172.70		.00	.00	10.71	2.50	4.34	1.81	.00	153.34
			.00	.00	172.70	172.70	172.70	172.70	172.70		
		\$172.70	\$0.00	\$0.00	\$0.00	\$10.71	\$2.50	\$4.34	\$1.81	\$0.00	\$153.34
842 Struyf, Nicholas K	03/31/2017	127.50		.00	3.90	7.91	1.85	4.12	1.72	.00	108.00
			.00	.00	127.50	127.50	127.50	127.50	127.50		
		\$127.50	\$0.00	\$0.00	\$3.90	\$7.91	\$1.85	\$4.12	\$1.72	\$0.00	\$108.00
1360 Taylor, James F	03/31/2017	102.50		.00	1.40	6.37	1.49	3.31	1.38	.00	88.55
			.00	.00	102.50	102.50	102.50	102.50	102.50		
		\$102.50	\$0.00	\$0.00	\$1.40	\$6.37	\$1.49	\$3.31	\$1.38	\$0.00	\$88.55
1520 Thomas, Lynn D	03/31/2017	348.66		.00	.00	21.61	5.05	10.02	3.88	.00	308.10
			.00	.00	348.66	348.66	348.66	348.66	348.66		
		\$348.66	\$0.00	\$0.00	\$0.00	\$21.61	\$5.05	\$10.02	\$3.88	\$0.00	\$308.10
79 Thomas, Terrance T	03/31/2017	1,286.70		.00	153.85	76.48	17.89	38.60	16.59	53.05	930.24
			.00	.00	1,233.65	1,233.65	1,233.65	1,233.65	1,233.65		
		\$1,286.70	\$0.00	\$0.00	\$153.85	\$76.48	\$17.89	\$38.60	\$16.59	\$53.05	\$930.24
10000 Thrasher, Mark 0482	03/31/2017	2,041.58		.00	273.46	123.72	28.93	63.21	26.32	53.05	1,472.89
			.00	.00	1,995.57	1,995.57	1,995.57	1,995.57	1,995.57		
		\$2,041.58	\$0.00	\$0.00	\$273.46	\$123.72	\$28.93	\$63.21	\$26.32	\$53.05	\$1,472.89
10000 Tompkins, Elizabeth A 2646	03/31/2017	1,640.55		.00	172.39	93.93	21.97	57.11	19.86	130.42	1,144.87
			.00	.00	1,514.99	1,514.99	1,514.99	1,514.99	1,514.99		
		\$1,640.55	\$0.00	\$0.00	\$172.39	\$93.93	\$21.97	\$57.11	\$19.86	\$130.42	\$1,144.87
10000 Turnbull, John D 0489	03/31/2017	2,523.89		.00	257.58	149.42	34.94	72.57	30.22	238.76	1,740.40
			.00	.00	2,285.13	2,410.13	2,410.13	2,285.13	2,285.13		
		\$2,523.89	\$0.00	\$0.00	\$257.58	\$149.42	\$34.94	\$72.57	\$30.22	\$238.76	\$1,740.40
10000 Turpin, Robbie J 0490	03/31/2017	1,724.80		.00	258.40	104.02	24.32	64.19	22.56	73.05	1,178.26
			.00	.00	1,677.65	1,677.65	1,677.65	1,677.65	1,677.65		
		\$1,724.80	\$0.00	\$0.00	\$258.40	\$104.02	\$24.32	\$64.19	\$22.56	\$73.05	\$1,178.26
			\$0.00	\$0.00	\$1,677.65	\$1,677.65	\$1,677.65	\$1,677.65	\$1,677.65		



Payroll Register - Board of Park Commissioners

Check Date Range 03/31/17 - 03/31/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Tuttle, Angela D 0491	03/31/2017	2,079.03		.00	245.35	126.06	29.49	60.83	25.33	220.87	1,371.10
			.00	.00	1,883.15	2,033.15	2,033.15	1,883.15	1,883.15		
		\$2,079.03	\$0.00	\$0.00	\$245.35	\$126.06	\$29.49	\$60.83	\$25.33	\$220.87	\$1,371.10
10000 Veldman, Marcia 0495	03/31/2017	1,333.50		.00	125.36	74.49	17.42	37.56	15.64	140.65	922.38
			.00	.00	1,201.45	1,201.45	1,201.45	1,201.45	1,201.45		
		\$1,333.50	\$0.00	\$0.00	\$125.36	\$74.49	\$17.42	\$37.56	\$15.64	\$140.65	\$922.38
1081 Welp, Adrienne N	03/31/2017	119.70		.00	3.12	7.42	1.74	3.87	1.61	.00	101.94
			.00	.00	119.70	119.70	119.70	119.70	119.70		
		\$119.70	\$0.00	\$0.00	\$3.12	\$7.42	\$1.74	\$3.87	\$1.61	\$0.00	\$101.94
1333 Wessel, Matt N	03/31/2017	228.96		.00	.00	14.20	3.32	6.15	2.56	.00	202.73
			.00	.00	228.96	228.96	228.96	228.96	228.96		
		\$228.96	\$0.00	\$0.00	\$0.00	\$14.20	\$3.32	\$6.15	\$2.56	\$0.00	\$202.73
10000 Wieckert, Dianne 1131	03/31/2017	404.13		.00	15.80	25.06	5.85	11.81	4.92	.00	340.69
			.00	.00	404.13	404.13	404.13	404.13	404.13		
		\$404.13	\$0.00	\$0.00	\$15.80	\$25.06	\$5.85	\$11.81	\$4.92	\$0.00	\$340.69
10000 Williams, David K 0517	03/31/2017	2,950.48		.00	310.05	172.90	40.44	83.99	34.97	327.67	1,980.46
			.00	.00	2,638.81	2,788.81	2,788.81	2,638.81	2,638.81		
		\$2,950.48	\$0.00	\$0.00	\$310.05	\$172.90	\$40.44	\$83.99	\$34.97	\$327.67	\$1,980.46
57 Wilson, Matthew R	03/31/2017	248.88		.00	16.04	15.43	3.61	8.04	3.35	.00	202.41
			.00	.00	248.88	248.88	248.88	248.88	248.88		
		\$248.88	\$0.00	\$0.00	\$16.04	\$15.43	\$3.61	\$8.04	\$3.35	\$0.00	\$202.41
			\$0.00	\$0.00	\$248.88	\$248.88	\$248.88	\$248.88	\$248.88		
Parks - Parks & Recreation Totals		\$117,518.62	\$0.00	\$0.00	\$11,277.91	\$7,099.17	\$1,660.27	\$3,683.86	\$1,587.65	\$8,024.50	\$84,185.26
			\$0.00	\$0.00	\$112,923.45	\$114,502.21	\$114,502.21	\$112,923.45	\$112,923.45		
Grand Totals		\$117,518.62	\$0.00	\$0.00	\$11,277.91	\$7,099.17	\$1,660.27	\$3,683.86	\$1,587.65	\$8,024.50	\$84,185.26
			\$0.00	\$0.00	\$112,923.45	\$114,502.21	\$114,502.21	\$112,923.45	\$112,923.45		

***** Multiple Taxes or Deductions Exist.



Payroll Register - Board of Park Commissioners

Check Date Range 04/13/17 - 04/13/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1576 Abdulrahman, Harith B	04/13/2017	774.40		.00	84.96	48.01	11.23	25.01	10.42	.00	594.77
			.00	.00	774.40	774.40	774.40	774.40	774.40		
		\$774.40	\$0.00	\$0.00	\$84.96	\$48.01	\$11.23	\$25.01	\$10.42	\$0.00	\$594.77
1444 Adhanom, Nyat O	04/13/2017	349.80		.00	26.13	21.69	5.07	11.30	4.71	.00	280.90
			.00	.00	349.80	349.80	349.80	349.80	349.80		
		\$349.80	\$0.00	\$0.00	\$26.13	\$21.69	\$5.07	\$11.30	\$4.71	\$0.00	\$280.90
1565 Atkinson, Benjamin J	04/13/2017	92.24		.00	.00	5.72	1.34	1.74	.72	.00	82.72
			.00	.00	92.24	92.24	92.24	92.24	92.24		
		\$92.24	\$0.00	\$0.00	\$0.00	\$5.72	\$1.34	\$1.74	\$0.72	\$0.00	\$82.72
655 Barber, Jennifer C	04/13/2017	277.75		.00	.00	17.22	4.03	2.76	1.15	.00	252.59
			.00	.00	277.75	277.75	277.75	277.75	277.75		
		\$277.75	\$0.00	\$0.00	\$0.00	\$17.22	\$4.03	\$2.76	\$1.15	\$0.00	\$252.59
10000 Barnes, John L 1558	04/13/2017	1,596.80		.00	154.57	99.34	23.23	51.75	21.55	44.78	1,201.58
			.00	.00	1,602.25	1,602.25	1,602.25	1,602.25	1,602.25		
		\$1,596.80	\$0.00	\$0.00	\$154.57	\$99.34	\$23.23	\$51.75	\$21.55	\$44.78	\$1,201.58
33 Behrman, Joachim F	04/13/2017	1,437.60		.00	161.53	89.44	20.92	45.35	18.89	45.00	1,056.47
			.00	.00	1,442.56	1,442.56	1,442.56	1,442.56	1,442.56		
		\$1,437.60	\$0.00	\$0.00	\$161.53	\$89.44	\$20.92	\$45.35	\$18.89	\$45.00	\$1,056.47
369 Bissonette, William L	04/13/2017	158.04		.00	6.96	9.80	2.29	5.10	2.13	.00	131.76
			.00	.00	158.04	158.04	158.04	158.04	158.04		
		\$158.04	\$0.00	\$0.00	\$6.96	\$9.80	\$2.29	\$5.10	\$2.13	\$0.00	\$131.76
792 Blevins, Dezmond E	04/13/2017	232.67		.00	14.42	14.43	3.37	7.52	3.13	.00	189.80
			.00	.00	232.67	232.67	232.67	232.67	232.67		
		\$232.67	\$0.00	\$0.00	\$14.42	\$14.43	\$3.37	\$7.52	\$3.13	\$0.00	\$189.80
10000 Bond, Theresa L 1155	04/13/2017	920.70		.00	106.90	57.08	13.35	29.74	12.38	.00	701.25
			.00	.00	920.70	920.70	920.70	920.70	920.70		
		\$920.70	\$0.00	\$0.00	\$106.90	\$57.08	\$13.35	\$29.74	\$12.38	\$0.00	\$701.25
			\$0.00	\$0.00	\$920.70	\$920.70	\$920.70	\$920.70	\$920.70		



Payroll Register - Board of Park Commissioners

Check Date Range 04/13/17 - 04/13/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Boruff, James D 2331	04/13/2017	2,155.77		.00	136.19	122.93	28.75	60.59	26.27	251.10	1,529.94
			.00	.00	1,952.82	1,982.82	1,982.82	1,952.82	1,952.82		
		\$2,155.77	\$0.00	\$0.00	\$136.19	\$122.93	\$28.75	\$60.59	\$26.27	\$251.10	\$1,529.94
10000 Bradley, Jennifer P 3325	04/13/2017	139.20		.00	.00	8.63	2.02	.77	.32	.00	127.46
			.00	.00	139.20	139.20	139.20	139.20	139.20		
		\$139.20	\$0.00	\$0.00	\$0.00	\$8.63	\$2.02	\$0.77	\$0.32	\$0.00	\$127.46
10000 Brinson, Leslie A 1682	04/13/2017	1,740.14		.00	141.59	93.98	21.97	48.96	20.39	287.08	1,126.17
			.00	.00	1,515.75	1,515.75	1,515.75	1,515.75	1,515.75		
		\$1,740.14	\$0.00	\$0.00	\$141.59	\$93.98	\$21.97	\$48.96	\$20.39	\$287.08	\$1,126.17
1453 Brock, Hannah M	04/13/2017	453.24		.00	20.71	28.11	6.57	14.64	6.10	.00	377.11
			.00	.00	453.24	453.24	453.24	453.24	453.24		
		\$453.24	\$0.00	\$0.00	\$20.71	\$28.11	\$6.57	\$14.64	\$6.10	\$0.00	\$377.11
960 Brown, Roger D	04/13/2017	918.40		.00	106.56	56.94	13.31	29.66	12.35	.00	699.58
			.00	.00	918.40	918.40	918.40	918.40	918.40		
		\$918.40	\$0.00	\$0.00	\$106.56	\$56.94	\$13.31	\$29.66	\$12.35	\$0.00	\$699.58
10000 Brozell, Amber L 1546	04/13/2017	83.45		.00	.00	5.17	1.21	2.70	1.12	.00	73.25
			.00	.00	83.45	83.45	83.45	83.45	83.45		
		\$83.45	\$0.00	\$0.00	\$0.00	\$5.17	\$1.21	\$2.70	\$1.12	\$0.00	\$73.25
1218 Brunelle, Autumn M	04/13/2017	495.00		.00	24.88	30.70	7.18	15.99	6.66	.00	409.59
			.00	.00	495.00	495.00	495.00	495.00	495.00		
		\$495.00	\$0.00	\$0.00	\$24.88	\$30.70	\$7.18	\$15.99	\$6.66	\$0.00	\$409.59
443 Burdeshaw, Jeffrey A	04/13/2017	415.70		.00	16.95	25.76	6.03	12.18	5.07	.00	349.71
			.00	.00	415.70	415.70	415.70	415.70	415.70		
		\$415.70	\$0.00	\$0.00	\$16.95	\$25.76	\$6.03	\$12.18	\$5.07	\$0.00	\$349.71
986 Burris, Chelsea N	04/13/2017	1,600.62		.00	151.74	87.98	20.58	47.17	17.56	266.67	1,008.92
			.00	.00	1,343.95	1,418.95	1,418.95	1,343.95	1,343.95		
		\$1,600.62	\$0.00	\$0.00	\$151.74	\$87.98	\$20.58	\$47.17	\$17.56	\$266.67	\$1,008.92
			\$0.00	\$0.00	\$1,343.95	\$1,418.95	\$1,418.95	\$1,343.95	\$1,343.95		



Payroll Register - Board of Park Commissioners

Check Date Range 04/13/17 - 04/13/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Campbell, Ellen M 2727	04/13/2017	1,380.24		.00	139.37	80.28	18.77	40.58	16.90	106.77	977.57
			.00	.00	1,294.83	1,294.83	1,294.83	1,294.83	1,294.83		
		\$1,380.24	\$0.00	\$0.00	\$139.37	\$80.28	\$18.77	\$40.58	\$16.90	\$106.77	\$977.57
1491 Chiba, Samuel H	04/13/2017	180.18		.00	.00	11.17	2.61	4.58	1.91	.00	159.91
			.00	.00	180.18	180.18	180.18	180.18	180.18		
		\$180.18	\$0.00	\$0.00	\$0.00	\$11.17	\$2.61	\$4.58	\$1.91	\$0.00	\$159.91
935 Christie, Chaun W	04/13/2017	147.00		.00	.00	9.12	2.13	4.75	1.98	.00	129.02
			.00	.00	147.00	147.00	147.00	147.00	147.00		
		\$147.00	\$0.00	\$0.00	\$0.00	\$9.12	\$2.13	\$4.75	\$1.98	\$0.00	\$129.02
916 Clapp, Kimberly J	04/13/2017	1,492.49		.00	195.70	89.65	20.96	46.71	36.49	51.65	1,051.33
			.00	.00	1,445.99	1,445.99	1,445.99	1,445.99	1,445.99		
		\$1,492.49	\$0.00	\$0.00	\$195.70	\$89.65	\$20.96	\$46.71	\$36.49	\$51.65	\$1,051.33
1254 Conger, Alexandria L	04/13/2017	24.36		.00	.00	1.51	.35	.00	.00	.00	22.50
			.00	.00	24.36	24.36	24.36	24.36	24.36		
		\$24.36	\$0.00	\$0.00	\$0.00	\$1.51	\$0.35	\$0.00	\$0.00	\$0.00	\$22.50
10000 Cotter, Steve E 0123	04/13/2017	2,037.03		.00	183.66	121.14	28.33	61.87	25.76	90.17	1,526.10
			.00	.00	1,953.89	1,953.89	1,953.89	1,953.89	1,953.89		
		\$2,037.03	\$0.00	\$0.00	\$183.66	\$121.14	\$28.33	\$61.87	\$25.76	\$90.17	\$1,526.10
47 Cowden, Jackson D	04/13/2017	781.83		.00	86.07	48.47	11.34	25.25	10.52	.00	600.18
			.00	.00	781.83	781.83	781.83	781.83	781.83		
		\$781.83	\$0.00	\$0.00	\$86.07	\$48.47	\$11.34	\$25.25	\$10.52	\$0.00	\$600.18
1237 Cox, Jeffrey E	04/13/2017	54.81		.00	.00	3.40	.79	1.77	.74	.00	48.11
			.00	.00	54.81	54.81	54.81	54.81	54.81		
		\$54.81	\$0.00	\$0.00	\$0.00	\$3.40	\$0.79	\$1.77	\$0.74	\$0.00	\$48.11
1230 Cox, John A	04/13/2017	809.57		.00	110.23	50.19	11.74	23.66	9.16	.00	604.59
			.00	.00	809.57	809.57	809.57	809.57	809.57		
		\$809.57	\$0.00	\$0.00	\$110.23	\$50.19	\$11.74	\$23.66	\$9.16	\$0.00	\$604.59
			\$0.00	\$0.00	\$809.57	\$809.57	\$809.57	\$809.57	\$809.57		



Payroll Register - Board of Park Commissioners

Check Date Range 04/13/17 - 04/13/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
177 Craig, Aaron R	04/13/2017	2,070.57		.00	177.06	117.93	27.58	56.60	23.57	325.54	1,342.29
			.00	.00	1,752.17	1,902.17	1,902.17	1,752.17	1,752.17		
		\$2,070.57	\$0.00	\$0.00	\$177.06	\$117.93	\$27.58	\$56.60	\$23.57	\$325.54	\$1,342.29
1141 Crim, Randi R	04/13/2017	265.80		.00	22.73	16.48	3.85	8.59	3.58	.00	210.57
			.00	.00	265.80	265.80	265.80	265.80	265.80		
		\$265.80	\$0.00	\$0.00	\$22.73	\$16.48	\$3.85	\$8.59	\$3.58	\$0.00	\$210.57
611 Cutshall, Ryan C	04/13/2017	106.29		.00	.00	6.60	1.54	2.19	.91	.00	95.05
			.00	.00	106.29	106.29	106.29	106.29	106.29		
		\$106.29	\$0.00	\$0.00	\$0.00	\$6.60	\$1.54	\$2.19	\$0.91	\$0.00	\$95.05
1481 Cutshall, Trevor O	04/13/2017	155.55		.00	6.71	9.64	2.27	5.02	2.09	.00	129.82
			.00	.00	155.55	155.55	155.55	155.55	155.55		
		\$155.55	\$0.00	\$0.00	\$6.71	\$9.64	\$2.27	\$5.02	\$2.09	\$0.00	\$129.82
1458 Dawes, Jonathan M	04/13/2017	179.55		.00	.00	11.13	2.60	4.56	1.90	.00	159.36
			.00	.00	179.55	179.55	179.55	179.55	179.55		
		\$179.55	\$0.00	\$0.00	\$0.00	\$11.13	\$2.60	\$4.56	\$1.90	\$0.00	\$159.36
1562 Demaree, Lauren E	04/13/2017	16.38		.00	.00	1.02	.24	.53	.22	.00	14.37
			.00	.00	16.38	16.38	16.38	16.38	16.38		
		\$16.38	\$0.00	\$0.00	\$0.00	\$1.02	\$0.24	\$0.53	\$0.22	\$0.00	\$14.37
1595 Devine, Curtis D	04/13/2017	21.06		.00	.00	1.31	.31	.00	.00	.00	19.44
			.00	.00	21.06	21.06	21.06	21.06	21.06		
		\$21.06	\$0.00	\$0.00	\$0.00	\$1.31	\$0.31	\$0.00	\$0.00	\$0.00	\$19.44
1279 Donovan, Timothy Jr	04/13/2017	882.00		.00	101.10	54.69	12.80	28.49	11.86	.00	673.06
			.00	.00	882.00	882.00	882.00	882.00	882.00		
		\$882.00	\$0.00	\$0.00	\$101.10	\$54.69	\$12.80	\$28.49	\$11.86	\$0.00	\$673.06
10000 Dunbar, Barbara 0156	04/13/2017	1,703.61		.00	165.50	96.60	22.59	46.21	19.24	234.56	1,118.91
			.00	.00	1,469.05	1,558.05	1,558.05	1,469.05	1,469.05		
		\$1,703.61	\$0.00	\$0.00	\$165.50	\$96.60	\$22.59	\$46.21	\$19.24	\$234.56	\$1,118.91
			\$0.00	\$0.00	\$1,469.05	\$1,558.05	\$1,558.05	\$1,469.05	\$1,469.05		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Eads, Daren S 0162	04/13/2017	1,926.48		.00	156.14	106.19	24.83	52.09	21.69	363.71	1,201.83
			.00	.00	1,612.74	1,712.74	1,712.74	1,612.74	1,612.74		
		\$1,926.48		\$0.00	\$156.14	\$106.19	\$24.83	\$52.09	\$21.69	\$363.71	\$1,201.83
			\$0.00	\$0.00	\$1,612.74	\$1,712.74	\$1,712.74	\$1,612.74	\$1,612.74		
1224 Erickson, Dakota S	04/13/2017	158.14		.00	6.97	9.80	2.29	5.11	2.13	.00	131.84
			.00	.00	158.14	158.14	158.14	158.14	158.14		
		\$158.14		\$0.00	\$6.97	\$9.80	\$2.29	\$5.11	\$2.13	\$0.00	\$131.84
			\$0.00	\$0.00	\$158.14	\$158.14	\$158.14	\$158.14	\$158.14		
1451 Ferstead, Amanda T	04/13/2017	85.17		.00	.00	5.29	1.23	2.75	1.15	.00	74.75
			.00	.00	85.17	85.17	85.17	85.17	85.17		
		\$85.17		\$0.00	\$0.00	\$5.29	\$1.23	\$2.75	\$1.15	\$0.00	\$74.75
			\$0.00	\$0.00	\$85.17	\$85.17	\$85.17	\$85.17	\$85.17		
1495 Ferstead, Nora	04/13/2017	131.49		.00	.00	8.15	1.91	3.01	1.25	.00	117.17
			.00	.00	131.49	131.49	131.49	131.49	131.49		
		\$131.49		\$0.00	\$0.00	\$8.15	\$1.91	\$3.01	\$1.25	\$0.00	\$117.17
			\$0.00	\$0.00	\$131.49	\$131.49	\$131.49	\$131.49	\$131.49		
938 Flake, Benjamin K	04/13/2017	876.27		.00	76.58	54.33	12.70	28.30	10.95	.00	693.41
			.00	.00	876.27	876.27	876.27	876.27	876.27		
		\$876.27		\$0.00	\$76.58	\$54.33	\$12.70	\$28.30	\$10.95	\$0.00	\$693.41
			\$0.00	\$0.00	\$876.27	\$876.27	\$876.27	\$876.27	\$876.27		
10000 Foddrill, Donald 0192	04/13/2017	1,631.51		.00	181.68	97.76	22.86	49.69	19.71	103.14	1,156.67
			.00	.00	1,576.89	1,576.89	1,576.89	1,576.89	1,576.89		
		\$1,631.51		\$0.00	\$181.68	\$97.76	\$22.86	\$49.69	\$19.71	\$103.14	\$1,156.67
			\$0.00	\$0.00	\$1,576.89	\$1,576.89	\$1,576.89	\$1,576.89	\$1,576.89		
859 Foote, Justin M	04/13/2017	393.36		.00	.00	24.39	5.70	11.46	4.77	.00	347.04
			.00	.00	393.36	393.36	393.36	393.36	393.36		
		\$393.36		\$0.00	\$0.00	\$24.39	\$5.70	\$11.46	\$4.77	\$0.00	\$347.04
			\$0.00	\$0.00	\$393.36	\$393.36	\$393.36	\$393.36	\$393.36		
613 Forrest, Regina (Gina) L	04/13/2017	100.62		.00	1.22	6.24	1.46	3.25	1.35	.00	87.10
			.00	.00	100.62	100.62	100.62	100.62	100.62		
		\$100.62		\$0.00	\$1.22	\$6.24	\$1.46	\$3.25	\$1.35	\$0.00	\$87.10
			\$0.00	\$0.00	\$100.62	\$100.62	\$100.62	\$100.62	\$100.62		
10000 Fox, David M 0195	04/13/2017	1,515.20		.00	134.76	82.88	19.39	43.18	17.98	241.91	975.10
			.00	.00	1,336.87	1,336.87	1,336.87	1,336.87	1,336.87		
		\$1,515.20		\$0.00	\$134.76	\$82.88	\$19.39	\$43.18	\$17.98	\$241.91	\$975.10
			\$0.00	\$0.00	\$1,336.87	\$1,336.87	\$1,336.87	\$1,336.87	\$1,336.87		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Fridley, Robert R 3791	04/13/2017	776.55		.00	85.28	48.15	11.26	25.08	10.44	.00	596.34
			.00	.00	776.55	776.55	776.55	776.55	776.55		
		\$776.55	\$0.00	\$0.00	\$85.28	\$48.15	\$11.26	\$25.08	\$10.44	\$0.00	\$596.34
1566 Frye, Logan W	04/13/2017	735.68		.00	79.15	45.61	10.67	23.76	9.56	.00	566.93
			.00	.00	735.68	735.68	735.68	735.68	735.68		
		\$735.68	\$0.00	\$0.00	\$79.15	\$45.61	\$10.67	\$23.76	\$9.56	\$0.00	\$566.93
1255 Gillum, William C	04/13/2017	781.56		.00	86.03	48.46	11.33	25.24	10.51	.00	599.99
			.00	.00	781.56	781.56	781.56	781.56	781.56		
		\$781.56	\$0.00	\$0.00	\$86.03	\$48.46	\$11.33	\$25.24	\$10.51	\$0.00	\$599.99
10000 Gilstrap, Curtis L 0208	04/13/2017	1,661.61		.00	217.56	100.08	23.41	52.14	21.71	91.64	1,155.07
			.00	.00	1,614.29	1,614.29	1,614.29	1,614.29	1,614.29		
		\$1,661.61	\$0.00	\$0.00	\$217.56	\$100.08	\$23.41	\$52.14	\$21.71	\$91.64	\$1,155.07
58 Gingles, Pauline	04/13/2017	159.72		.00	.00	9.90	2.32	3.92	1.63	.00	141.95
			.00	.00	159.72	159.72	159.72	159.72	159.72		
		\$159.72	\$0.00	\$0.00	\$0.00	\$9.90	\$2.32	\$3.92	\$1.63	\$0.00	\$141.95
1585 Golden, Rutger D	04/13/2017	160.32		.00	.00	9.94	2.32	3.94	1.64	.00	142.48
			.00	.00	160.32	160.32	160.32	160.32	160.32		
		\$160.32	\$0.00	\$0.00	\$0.00	\$9.94	\$2.32	\$3.94	\$1.64	\$0.00	\$142.48
1098 Graham, Cynthia J	04/13/2017	186.35		.00	.00	11.55	2.70	4.78	1.99	.00	165.33
			.00	.00	186.35	186.35	186.35	186.35	186.35		
		\$186.35	\$0.00	\$0.00	\$0.00	\$11.55	\$2.70	\$4.78	\$1.99	\$0.00	\$165.33
1597 Graham, Evan L	04/13/2017	129.15		.00	4.07	8.01	1.87	4.17	1.74	.00	109.29
			.00	.00	129.15	129.15	129.15	129.15	129.15		
		\$129.15	\$0.00	\$0.00	\$4.07	\$8.01	\$1.87	\$4.17	\$1.74	\$0.00	\$109.29
1574 Grant, Charlene	04/13/2017	595.32		.00	34.92	36.91	8.63	17.99	7.49	.00	489.38
			.00	.00	595.32	595.32	595.32	595.32	595.32		
		\$595.32	\$0.00	\$0.00	\$34.92	\$36.91	\$8.63	\$17.99	\$7.49	\$0.00	\$489.38
			\$0.00	\$0.00	\$595.32	\$595.32	\$595.32	\$595.32	\$595.32		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Haag, Lysie N 3368	04/13/2017	1,312.45		.00	60.37	77.62	18.15	39.19	16.32	72.56	1,028.24
			.00	.00	1,251.81	1,251.81	1,251.81	1,251.81	1,251.81		
		\$1,312.45	\$0.00	\$0.00	\$60.37	\$77.62	\$18.15	\$39.19	\$16.32	\$72.56	\$1,028.24
1131 Hall, Tiffany L	04/13/2017	865.20		.00	71.83	42.59	9.96	22.19	9.24	180.89	528.50
			.00	.00	686.87	686.87	686.87	686.87	686.87		
		\$865.20	\$0.00	\$0.00	\$71.83	\$42.59	\$9.96	\$22.19	\$9.24	\$180.89	\$528.50
10000 Hanson, Russell W 1678	04/13/2017	326.66		.00	8.05	20.25	4.74	9.31	3.88	.00	280.43
			.00	.00	326.66	326.66	326.66	326.66	326.66		
		\$326.66	\$0.00	\$0.00	\$8.05	\$20.25	\$4.74	\$9.31	\$3.88	\$0.00	\$280.43
681 Harrington, Douglas N	04/13/2017	262.02		.00	.00	16.25	3.80	8.46	3.52	.00	229.99
			.00	.00	262.02	262.02	262.02	262.02	262.02		
		\$262.02	\$0.00	\$0.00	\$0.00	\$16.25	\$3.80	\$8.46	\$3.52	\$0.00	\$229.99
10000 Hendrickson, William E 2844	04/13/2017	980.00		.00	115.80	60.76	14.21	31.65	13.18	.00	744.40
			.00	.00	980.00	980.00	980.00	980.00	980.00		
		\$980.00	\$0.00	\$0.00	\$115.80	\$60.76	\$14.21	\$31.65	\$13.18	\$0.00	\$744.40
10000 Henry, Doak M 0800	04/13/2017	623.86		.00	62.38	38.69	9.05	20.15	8.39	.00	485.20
			.00	.00	623.86	623.86	623.86	623.86	623.86		
		\$623.86	\$0.00	\$0.00	\$62.38	\$38.69	\$9.05	\$20.15	\$8.39	\$0.00	\$485.20
1356 Hershberger, James Andrew N	04/13/2017	396.06		.00	30.76	24.56	5.74	12.79	5.33	.00	316.88
			.00	.00	396.06	396.06	396.06	396.06	396.06		
		\$396.06	\$0.00	\$0.00	\$30.76	\$24.56	\$5.74	\$12.79	\$5.33	\$0.00	\$316.88
1142 Higgins, Megan M	04/13/2017	211.12		.00	12.27	13.09	3.06	6.82	2.84	.00	173.04
			.00	.00	211.12	211.12	211.12	211.12	211.12		
		\$211.12	\$0.00	\$0.00	\$12.27	\$13.09	\$3.06	\$6.82	\$2.84	\$0.00	\$173.04
			\$0.00	\$0.00	\$211.12	\$211.12	\$211.12	\$211.12	\$211.12		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Higgins, Rebecca R 0059	04/13/2017	2,461.54		.00	379.61	140.27	32.81	96.84	29.91	206.67	1,575.43
			.00	.00	2,262.46	2,262.46	2,262.46	2,262.46	2,262.46		
		\$2,461.54	\$0.00	\$0.00	\$379.61	\$140.27	\$32.81	\$96.84	\$29.91	\$206.67	\$1,575.43
1465 Hill, Renee	04/13/2017	277.50		.00	.00	17.21	4.02	8.96	3.73	.00	243.58
			.00	.00	277.50	277.50	277.50	277.50	277.50		
		\$277.50	\$0.00	\$0.00	\$0.00	\$17.21	\$4.02	\$8.96	\$3.73	\$0.00	\$243.58
1536 Hodges, Gavin D	04/13/2017	123.64		.00	.00	7.68	1.79	2.75	1.15	.00	110.27
			.00	.00	123.64	123.64	123.64	123.64	123.64		
		\$123.64	\$0.00	\$0.00	\$0.00	\$7.68	\$1.79	\$2.75	\$1.15	\$0.00	\$110.27
10000 Hollingsworth, Michael 3296 W	04/13/2017	1,577.60		.00	168.52	92.34	21.59	46.86	19.51	113.76	1,115.02
			.00	.00	1,489.20	1,489.20	1,489.20	1,489.20	1,489.20		
		\$1,577.60	\$0.00	\$0.00	\$168.52	\$92.34	\$21.59	\$46.86	\$19.51	\$113.76	\$1,115.02
1575 Houston, Quinten M	04/13/2017	774.40		.00	84.96	48.01	11.23	25.01	10.42	.00	594.77
			.00	.00	774.40	774.40	774.40	774.40	774.40		
		\$774.40	\$0.00	\$0.00	\$84.96	\$48.01	\$11.23	\$25.01	\$10.42	\$0.00	\$594.77
1570 Hoy, Michael M	04/13/2017	752.62		.00	81.69	46.66	10.91	24.31	10.12	.00	578.93
			.00	.00	752.62	752.62	752.62	752.62	752.62		
		\$752.62	\$0.00	\$0.00	\$81.69	\$46.66	\$10.91	\$24.31	\$10.12	\$0.00	\$578.93
1240 Huff, Chelsea R	04/13/2017	96.80		.00	.00	6.00	1.40	1.88	.78	.00	86.74
			.00	.00	96.80	96.80	96.80	96.80	96.80		
		\$96.80	\$0.00	\$0.00	\$0.00	\$6.00	\$1.40	\$1.88	\$0.78	\$0.00	\$86.74
10000 Huss, Lee E 0273	04/13/2017	2,249.86		.00	205.57	139.97	32.74	71.68	29.35	67.50	1,703.05
			.00	.00	2,257.62	2,257.62	2,257.62	2,257.62	2,257.62		
		\$2,249.86	\$0.00	\$0.00	\$205.57	\$139.97	\$32.74	\$71.68	\$29.35	\$67.50	\$1,703.05
1586 Jackson, Wesley D	04/13/2017	201.24		.00	11.28	12.48	2.92	6.50	2.71	.00	165.35
			.00	.00	201.24	201.24	201.24	201.24	201.24		
		\$201.24	\$0.00	\$0.00	\$11.28	\$12.48	\$2.92	\$6.50	\$2.71	\$0.00	\$165.35
			\$0.00	\$0.00	\$201.24	\$201.24	\$201.24	\$201.24	\$201.24		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Jacobs, Gregory D 2092	04/13/2017	1,615.32		.00	158.29	97.88	22.88	49.75	20.72	36.65	1,229.15
			.00	.00	1,578.67	1,578.67	1,578.67	1,578.67	1,578.67		
		\$1,615.32	\$0.00	\$0.00	\$158.29	\$97.88	\$22.88	\$49.75	\$20.72	\$36.65	\$1,229.15
683 Jallow, Pendah N	04/13/2017	344.40		.00	.00	21.35	4.99	9.88	4.12	.00	304.06
			.00	.00	344.40	344.40	344.40	344.40	344.40		
		\$344.40	\$0.00	\$0.00	\$0.00	\$21.35	\$4.99	\$9.88	\$4.12	\$0.00	\$304.06
1553 Jania, Rebecca M	04/13/2017	425.96		.00	33.75	26.40	6.19	12.52	5.21	.00	341.89
			.00	.00	425.96	425.96	425.96	425.96	425.96		
		\$425.96	\$0.00	\$0.00	\$33.75	\$26.40	\$6.19	\$12.52	\$5.21	\$0.00	\$341.89
1338 Jenkins, Brina A	04/13/2017	70.65		.00	.00	4.38	1.02	2.28	.95	.00	62.02
			.00	.00	70.65	70.65	70.65	70.65	70.65		
		\$70.65	\$0.00	\$0.00	\$0.00	\$4.38	\$1.02	\$2.28	\$0.95	\$0.00	\$62.02
1418 Jensen, Alyssa F	04/13/2017	314.60		.00	22.61	19.52	4.56	10.16	4.23	.00	253.52
			.00	.00	314.60	314.60	314.60	314.60	314.60		
		\$314.60	\$0.00	\$0.00	\$22.61	\$19.52	\$4.56	\$10.16	\$4.23	\$0.00	\$253.52
10000 Kerr, William C 3369	04/13/2017	1,577.60		.00	164.94	113.40	26.53	56.59	23.57	255.47	937.10
			.00	.00	1,829.07	1,829.07	1,829.07	1,829.07	1,829.07		
		\$1,577.60	\$0.00	\$0.00	\$164.94	\$113.40	\$26.53	\$56.59	\$23.57	\$255.47	\$937.10
10000 Kitowski, Robin 1031	04/13/2017	1,526.92		.00	94.34	87.33	20.42	42.64	18.27	184.22	1,079.70
			.00	.00	1,358.43	1,408.43	1,408.43	1,358.43	1,358.43		
		\$1,526.92	\$0.00	\$0.00	\$94.34	\$87.33	\$20.42	\$42.64	\$18.27	\$184.22	\$1,079.70
10000 Kluesner, Daniel Alan 0719	04/13/2017	1,542.40		.00	166.92	81.89	19.15	42.66	17.77	246.89	967.12
			.00	.00	1,320.83	1,320.83	1,320.83	1,320.83	1,320.83		
		\$1,542.40	\$0.00	\$0.00	\$166.92	\$81.89	\$19.15	\$42.66	\$17.77	\$246.89	\$967.12
695 Knapp, William R	04/13/2017	212.38		.00	.00	13.17	3.08	5.62	2.34	.00	188.17
			.00	.00	212.38	212.38	212.38	212.38	212.38		
		\$212.38	\$0.00	\$0.00	\$0.00	\$13.17	\$3.08	\$5.62	\$2.34	\$0.00	\$188.17
			\$0.00	\$0.00	\$212.38	\$212.38	\$212.38	\$212.38	\$212.38		



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Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Knudsen, William L 3346	04/13/2017	705.16		.00	99.57	43.72	10.21	22.78	9.48	.00	519.40
			.00	.00	705.16	705.16	705.16	705.16	705.16		
		\$705.16	\$0.00	\$0.00	\$99.57	\$43.72	\$10.21	\$22.78	\$9.48	\$0.00	\$519.40
1563 Krouse, Benjamin A	04/13/2017	620.10		.00	61.81	38.45	8.99	20.03	8.34	.00	482.48
			.00	.00	620.10	620.10	620.10	620.10	620.10		
		\$620.10	\$0.00	\$0.00	\$61.81	\$38.45	\$8.99	\$20.03	\$8.34	\$0.00	\$482.48
911 Labis, Kolynn M	04/13/2017	341.32		.00	25.29	21.15	4.95	11.02	4.59	.00	274.32
			.00	.00	341.32	341.32	341.32	341.32	341.32		
		\$341.32	\$0.00	\$0.00	\$25.29	\$21.15	\$4.95	\$11.02	\$4.59	\$0.00	\$274.32
1236 Lake, Billie J	04/13/2017	272.02		.00	.00	16.87	3.93	7.54	3.14	.00	240.54
			.00	.00	272.02	272.02	272.02	272.02	272.02		
		\$272.02	\$0.00	\$0.00	\$0.00	\$16.87	\$3.93	\$7.54	\$3.14	\$0.00	\$240.54
10000 Lamb, Chris J 0299	04/13/2017	1,634.40		.00	196.40	94.08	22.01	49.01	20.41	156.47	1,096.02
			.00	.00	1,517.35	1,517.35	1,517.35	1,517.35	1,517.35		
		\$1,634.40	\$0.00	\$0.00	\$196.40	\$94.08	\$22.01	\$49.01	\$20.41	\$156.47	\$1,096.02
470 Lavender, Jai D	04/13/2017	549.61		.00	30.35	34.08	7.97	16.51	6.88	.00	453.82
			.00	.00	549.61	549.61	549.61	549.61	549.61		
		\$549.61	\$0.00	\$0.00	\$30.35	\$34.08	\$7.97	\$16.51	\$6.88	\$0.00	\$453.82
10000 Lee, William D 1575	04/13/2017	777.75		.00	38.15	48.22	11.28	23.88	9.94	.00	646.28
			.00	.00	777.75	777.75	777.75	777.75	777.75		
		\$777.75	\$0.00	\$0.00	\$38.15	\$48.22	\$11.28	\$23.88	\$9.94	\$0.00	\$646.28
1085 Lewis, Lauren M	04/13/2017	28.70		.00	.00	1.78	.42	.93	.39	.00	25.18
			.00	.00	28.70	28.70	28.70	28.70	28.70		
		\$28.70	\$0.00	\$0.00	\$0.00	\$1.78	\$0.42	\$0.93	\$0.39	\$0.00	\$25.18
1535 Lockwood, Kayla J	04/13/2017	56.91		.00	.00	3.53	.83	.60	.25	.00	51.70
			.00	.00	56.91	56.91	56.91	56.91	56.91		
		\$56.91	\$0.00	\$0.00	\$0.00	\$3.53	\$0.83	\$0.60	\$0.25	\$0.00	\$51.70
			\$0.00	\$0.00	\$56.91	\$56.91	\$56.91	\$56.91	\$56.91		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1503 Luce, Grace E	04/13/2017	240.05		.00	15.16	14.87	3.49	7.75	3.23	.00	195.55
			.00	.00	240.05	240.05	240.05	240.05	240.05		
		\$240.05	\$0.00	\$0.00	\$15.16	\$14.87	\$3.49	\$7.75	\$3.23	\$0.00	\$195.55
203 Manning, Deiran A	04/13/2017	31.11		.00	.00	1.93	.45	1.01	.42	.00	27.30
			.00	.00	31.11	31.11	31.11	31.11	31.11		
		\$31.11	\$0.00	\$0.00	\$0.00	\$1.93	\$0.45	\$1.01	\$0.42	\$0.00	\$27.30
1589 Marks, Carissa D	04/13/2017	178.35		.00	.00	11.06	2.59	5.76	2.40	.00	156.54
			.00	.00	178.35	178.35	178.35	178.35	178.35		
		\$178.35	\$0.00	\$0.00	\$0.00	\$11.06	\$2.59	\$5.76	\$2.40	\$0.00	\$156.54
1165 Marler, Kwang Hsiung	04/13/2017	1,922.31		.00	241.88	115.89	27.10	60.38	25.14	53.05	1,398.87
			.00	.00	1,869.26	1,869.26	1,869.26	1,869.26	1,869.26		
		\$1,922.31	\$0.00	\$0.00	\$241.88	\$115.89	\$27.10	\$60.38	\$25.14	\$53.05	\$1,398.87
10000 Martin, Newton P 0796	04/13/2017	831.60		.00	108.54	51.56	12.06	26.86	11.19	.00	621.39
			.00	.00	831.60	831.60	831.60	831.60	831.60		
		\$831.60	\$0.00	\$0.00	\$108.54	\$51.56	\$12.06	\$26.86	\$11.19	\$0.00	\$621.39
1222 Martindale, Claude C	04/13/2017	781.85		.00	116.08	48.47	11.34	65.25	.00	.00	540.71
			.00	.00	781.85	781.85	781.85	781.85	781.85		
		\$781.85	\$0.00	\$0.00	\$116.08	\$48.47	\$11.34	\$65.25	\$0.00	\$0.00	\$540.71
1567 Martindale, Kaleb M	04/13/2017	716.32		.00	76.25	44.41	10.39	23.14	19.48	.00	542.65
			.00	.00	716.32	716.32	716.32	716.32	716.32		
		\$716.32	\$0.00	\$0.00	\$76.25	\$44.41	\$10.39	\$23.14	\$19.48	\$0.00	\$542.65
1561 Martindale, Tori A	04/13/2017	532.82		.00	12.90	33.03	7.73	15.97	6.65	.00	456.54
			.00	.00	532.82	532.82	532.82	532.82	532.82		
		\$532.82	\$0.00	\$0.00	\$12.90	\$33.03	\$7.73	\$15.97	\$6.65	\$0.00	\$456.54
1592 McDermott-Sipe, Elias F	04/13/2017	49.06		.00	.00	3.04	.71	1.58	.66	.00	43.07
			.00	.00	49.06	49.06	49.06	49.06	49.06		
		\$49.06	\$0.00	\$0.00	\$0.00	\$3.04	\$0.71	\$1.58	\$0.66	\$0.00	\$43.07
			\$0.00	\$0.00	\$49.06	\$49.06	\$49.06	\$49.06	\$49.06		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 McDevitt, Paula M 0333	04/13/2017	3,589.62		.00	447.02	222.56	52.05	114.70	47.76	40.15	2,665.38
			.00	.00	3,589.62	3,589.62	3,589.62	3,589.62	3,589.62		
		\$3,589.62	\$0.00	\$0.00	\$447.02	\$222.56	\$52.05	\$114.70	\$47.76	\$40.15	\$2,665.38
463 McEachern, Nicole C	04/13/2017	1,569.23		.00	187.98	97.29	22.75	47.20	19.65	112.65	1,081.71
			.00	.00	1,461.23	1,569.23	1,569.23	1,461.23	1,461.23		
		\$1,569.23	\$0.00	\$0.00	\$187.98	\$97.29	\$22.75	\$47.20	\$19.65	\$112.65	\$1,081.71
1588 McEvilly, Toni A	04/13/2017	151.70		.00	.00	9.41	2.20	3.66	1.52	.00	134.91
			.00	.00	151.70	151.70	151.70	151.70	151.70		
		\$151.70	\$0.00	\$0.00	\$0.00	\$9.41	\$2.20	\$3.66	\$1.52	\$0.00	\$134.91
1263 McGarry, Kessler G	04/13/2017	227.48		.00	.00	14.10	3.30	6.11	2.54	.00	201.43
			.00	.00	227.48	227.48	227.48	227.48	227.48		
		\$227.48	\$0.00	\$0.00	\$0.00	\$14.10	\$3.30	\$6.11	\$2.54	\$0.00	\$201.43
876 McGhee, Brandon	04/13/2017	855.66		.00	73.49	53.05	12.40	26.40	10.99	.00	679.33
			.00	.00	855.66	855.66	855.66	855.66	855.66		
		\$855.66	\$0.00	\$0.00	\$73.49	\$53.05	\$12.40	\$26.40	\$10.99	\$0.00	\$679.33
1226 McGinley, Justine M	04/13/2017	93.17		.00	.00	5.78	1.35	3.01	1.25	.00	81.78
			.00	.00	93.17	93.17	93.17	93.17	93.17		
		\$93.17	\$0.00	\$0.00	\$0.00	\$5.78	\$1.35	\$3.01	\$1.25	\$0.00	\$81.78
10000 McGlothlin, Brenda S 0330	04/13/2017	1,006.20		.00	67.35	62.38	14.59	32.50	13.53	.00	815.85
			.00	.00	1,006.20	1,006.20	1,006.20	1,006.20	1,006.20		
		\$1,006.20	\$0.00	\$0.00	\$67.35	\$62.38	\$14.59	\$32.50	\$13.53	\$0.00	\$815.85
10000 McGlothlin, Scott A 2599	04/13/2017	704.22		.00	74.43	43.66	10.21	22.75	9.47	.00	543.70
			.00	.00	704.22	704.22	704.22	704.22	704.22		
		\$704.22	\$0.00	\$0.00	\$74.43	\$43.66	\$10.21	\$22.75	\$9.47	\$0.00	\$543.70
1042 Meacham, Bart C	04/13/2017	327.85		.00	.00	20.33	4.75	9.35	3.89	.00	289.53
			.00	.00	327.85	327.85	327.85	327.85	327.85		
		\$327.85	\$0.00	\$0.00	\$0.00	\$20.33	\$4.75	\$9.35	\$3.89	\$0.00	\$289.53
			\$0.00	\$0.00	\$327.85	\$327.85	\$327.85	\$327.85	\$327.85		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
96 Miller, Alison M	04/13/2017	1,623.65		.00	100.76	97.73	22.85	45.26	18.85	231.25	1,106.95
			.00	.00	1,401.20	1,576.20	1,576.20	1,401.20	1,401.20		
		\$1,623.65	\$0.00	\$0.00	\$100.76	\$97.73	\$22.85	\$45.26	\$18.85	\$231.25	\$1,106.95
10000 Morgan, Lee 3606	04/13/2017	320.58		.00	7.44	19.88	4.64	9.11	3.79	.00	275.72
			.00	.00	320.58	320.58	320.58	320.58	320.58		
		\$320.58	\$0.00	\$0.00	\$7.44	\$19.88	\$4.64	\$9.11	\$3.79	\$0.00	\$275.72
10000 Neely, Lesilyn S 0361	04/13/2017	1,434.52		.00	109.65	80.76	18.89	42.08	17.52	136.65	1,028.97
			.00	.00	1,302.82	1,302.82	1,302.82	1,302.82	1,302.82		
		\$1,434.52	\$0.00	\$0.00	\$109.65	\$80.76	\$18.89	\$42.08	\$17.52	\$136.65	\$1,028.97
696 Nelson, John C	04/13/2017	789.86		.00	63.62	48.97	11.45	24.27	10.11	25.00	606.44
			.00	.00	789.86	789.86	789.86	789.86	789.86		
		\$789.86	\$0.00	\$0.00	\$63.62	\$48.97	\$11.45	\$24.27	\$10.11	\$25.00	\$606.44
883 Nickelson, Joshua B	04/13/2017	312.00		.00	30.00	19.34	4.52	40.08	24.20	.00	193.86
			.00	.00	312.00	312.00	312.00	312.00	312.00		
		\$312.00	\$0.00	\$0.00	\$30.00	\$19.34	\$4.52	\$40.08	\$24.20	\$0.00	\$193.86
1359 O'Hair, Alexandra RL	04/13/2017	247.43		.00	.00	15.34	3.59	6.75	2.09	.00	219.66
			.00	.00	247.43	247.43	247.43	247.43	247.43		
		\$247.43	\$0.00	\$0.00	\$0.00	\$15.34	\$3.59	\$6.75	\$2.09	\$0.00	\$219.66
366 Pearson, Erik W	04/13/2017	1,286.34		.00	130.80	76.74	17.94	39.98	16.65	53.37	950.86
			.00	.00	1,237.73	1,237.73	1,237.73	1,237.73	1,237.73		
		\$1,286.34	\$0.00	\$0.00	\$130.80	\$76.74	\$17.94	\$39.98	\$16.65	\$53.37	\$950.86
10000 Pedersen, Scott 1021	04/13/2017	1,569.23		.00	113.84	83.23	19.46	40.18	17.25	300.09	995.18
			.00	.00	1,282.34	1,342.34	1,342.34	1,282.34	1,282.34		
		\$1,569.23	\$0.00	\$0.00	\$113.84	\$83.23	\$19.46	\$40.18	\$17.25	\$300.09	\$995.18
1541 Perry, Jennifer E	04/13/2017	102.50		.00	.00	6.36	1.49	3.31	1.38	.00	89.96
			.00	.00	102.50	102.50	102.50	102.50	102.50		
		\$102.50	\$0.00	\$0.00	\$0.00	\$6.36	\$1.49	\$3.31	\$1.38	\$0.00	\$89.96
			\$0.00	\$0.00	\$102.50	\$102.50	\$102.50	\$102.50	\$102.50		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1428 Philbeck, Ethan J	04/13/2017	812.00		.00	66.94	50.34	11.77	24.99	10.40	.00	647.56
			.00	.00	812.00	812.00	812.00	812.00	812.00		
		\$812.00	\$0.00	\$0.00	\$66.94	\$50.34	\$11.77	\$24.99	\$10.40	\$0.00	\$647.56
1257 Pierce, Vicki A	04/13/2017	21.78		.00	.00	1.35	.32	.00	.00	.00	20.11
			.00	.00	21.78	21.78	21.78	21.78	21.78		
		\$21.78	\$0.00	\$0.00	\$0.00	\$1.35	\$0.32	\$0.00	\$0.00	\$0.00	\$20.11
10000 Prince, Kevin L 0748	04/13/2017	1,577.60		.00	175.16	95.07	22.23	49.53	41.71	83.13	1,110.77
			.00	.00	1,533.44	1,533.44	1,533.44	1,533.44	1,533.44		
		\$1,577.60	\$0.00	\$0.00	\$175.16	\$95.07	\$22.23	\$49.53	\$41.71	\$83.13	\$1,110.77
961 Raburn, Samantha A	04/13/2017	190.08		.00	10.16	11.78	2.76	6.14	2.56	.00	156.68
			.00	.00	190.08	190.08	190.08	190.08	190.08		
		\$190.08	\$0.00	\$0.00	\$10.16	\$11.78	\$2.76	\$6.14	\$2.56	\$0.00	\$156.68
10000 Ramey, Julie A 1710	04/13/2017	2,136.23		.00	174.62	132.90	31.08	59.92	51.51	252.07	1,434.13
			.00	.00	1,893.60	2,143.60	2,143.60	1,893.60	1,893.60		
		\$2,136.23	\$0.00	\$0.00	\$174.62	\$132.90	\$31.08	\$59.92	\$51.51	\$252.07	\$1,434.13
10000 Ramsey, Chris 0975	04/13/2017	40.00		.00	.00	2.48	.58	1.29	.54	.00	35.11
			.00	.00	40.00	40.00	40.00	40.00	40.00		
		\$40.00	\$0.00	\$0.00	\$0.00	\$2.48	\$0.58	\$1.29	\$0.54	\$0.00	\$35.11
10000 Ream, William J 3618	04/13/2017	1,662.43		.00	187.41	100.14	23.42	50.93	21.21	53.05	1,226.27
			.00	.00	1,615.12	1,615.12	1,615.12	1,615.12	1,615.12		
		\$1,662.43	\$0.00	\$0.00	\$187.41	\$100.14	\$23.42	\$50.93	\$21.21	\$53.05	\$1,226.27
10000 Retzlaff, Carl D 0406	04/13/2017	1,668.00		.00	152.06	87.96	20.57	45.83	17.74	269.15	1,074.69
			.00	.00	1,418.85	1,418.85	1,418.85	1,418.85	1,418.85		
		\$1,668.00	\$0.00	\$0.00	\$152.06	\$87.96	\$20.57	\$45.83	\$17.74	\$269.15	\$1,074.69
1568 Rhodes, Ryan L	04/13/2017	683.28		.00	71.29	42.36	9.91	22.07	9.19	.00	528.46
			.00	.00	683.28	683.28	683.28	683.28	683.28		
		\$683.28	\$0.00	\$0.00	\$71.29	\$42.36	\$9.91	\$22.07	\$9.19	\$0.00	\$528.46
			\$0.00	\$0.00	\$683.28	\$683.28	\$683.28	\$683.28	\$683.28		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Richardson, James B 3209	04/13/2017	1,476.00		.00	196.28	101.74	23.79	56.76	31.55	44.54	1,021.34
			.00	.00	1,640.92	1,640.92	1,640.92	1,640.92	1,640.92		
		\$1,476.00	\$0.00	\$0.00	\$196.28	\$101.74	\$23.79	\$56.76	\$31.55	\$44.54	\$1,021.34
10000 Ritter, Crystal L 3485	04/13/2017	249.48		.00	16.10	15.47	3.62	6.82	2.84	.00	204.63
			.00	.00	249.48	249.48	249.48	249.48	249.48		
		\$249.48	\$0.00	\$0.00	\$16.10	\$15.47	\$3.62	\$6.82	\$2.84	\$0.00	\$204.63
10000 Robertson, Dennis 0632	04/13/2017	1,658.40		.00	187.99	102.82	24.05	53.57	20.73	47.30	1,221.94
			.00	.00	1,658.40	1,658.40	1,658.40	1,658.40	1,658.40		
		\$1,658.40	\$0.00	\$0.00	\$187.99	\$102.82	\$24.05	\$53.57	\$20.73	\$47.30	\$1,221.94
10000 Rollins, Nancy J 1154	04/13/2017	828.63		.00	93.09	51.38	12.02	26.76	11.15	.00	634.23
			.00	.00	828.63	828.63	828.63	828.63	828.63		
		\$828.63	\$0.00	\$0.00	\$93.09	\$51.38	\$12.02	\$26.76	\$11.15	\$0.00	\$634.23
10000 Ruble, Dareal W 2196	04/13/2017	1,016.27		.00	121.24	63.01	14.74	31.58	13.15	186.00	586.55
			.00	.00	1,016.27	1,016.27	1,016.27	1,016.27	1,016.27		
		\$1,016.27	\$0.00	\$0.00	\$121.24	\$63.01	\$14.74	\$31.58	\$13.15	\$186.00	\$586.55
690 Salisbury, James D	04/13/2017	1,441.44		.00	16.76	89.68	20.97	42.99	17.90	37.43	1,215.71
			.00	.00	1,446.40	1,446.40	1,446.40	1,446.40	1,446.40		
		\$1,441.44	\$0.00	\$0.00	\$16.76	\$89.68	\$20.97	\$42.99	\$17.90	\$37.43	\$1,215.71
1596 Scheid, Ellen G	04/13/2017	188.60		.00	.00	11.69	2.73	4.85	2.02	.00	167.31
			.00	.00	188.60	188.60	188.60	188.60	188.60		
		\$188.60	\$0.00	\$0.00	\$0.00	\$11.69	\$2.73	\$4.85	\$2.02	\$0.00	\$167.31
553 Scholtz, Emily L	04/13/2017	342.24		.00	9.61	21.22	4.96	9.81	4.09	.00	292.55
			.00	.00	342.24	342.24	342.24	342.24	342.24		
		\$342.24	\$0.00	\$0.00	\$9.61	\$21.22	\$4.96	\$9.81	\$4.09	\$0.00	\$292.55
1355 Scott, Caleb J	04/13/2017	165.92		.00	7.75	10.29	2.41	5.36	2.23	.00	137.88
			.00	.00	165.92	165.92	165.92	165.92	165.92		
		\$165.92	\$0.00	\$0.00	\$7.75	\$10.29	\$2.41	\$5.36	\$2.23	\$0.00	\$137.88
			\$0.00	\$0.00	\$165.92	\$165.92	\$165.92	\$165.92	\$165.92		



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Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Serriere, Jean-Luc 1427	04/13/2017	976.94		.00	44.38	60.58	14.17	30.31	12.11	.00	815.39
			.00	.00	976.94	976.94	976.94	976.94	976.94		
		\$976.94	\$0.00	\$0.00	\$44.38	\$60.58	\$14.17	\$30.31	\$12.11	\$0.00	\$815.39
10000 Shrake, Amy M 2028	04/13/2017	1,744.71		.00	193.23	94.62	22.13	48.33	20.12	269.53	1,096.75
			.00	.00	1,496.20	1,526.20	1,526.20	1,496.20	1,496.20		
		\$1,744.71	\$0.00	\$0.00	\$193.23	\$94.62	\$22.13	\$48.33	\$20.12	\$269.53	\$1,096.75
400 Silvers, Madison A	04/13/2017	5.19		.00	.00	.32	.08	.17	.07	.00	4.55
			.00	.00	5.19	5.19	5.19	5.19	5.19		
		\$5.19	\$0.00	\$0.00	\$0.00	\$0.32	\$0.08	\$0.17	\$0.07	\$0.00	\$4.55
10000 Sims, Jason 2630	04/13/2017	1,573.69		.00	109.06	90.31	21.12	45.81	19.07	125.83	1,162.49
			.00	.00	1,456.57	1,456.57	1,456.57	1,456.57	1,456.57		
		\$1,573.69	\$0.00	\$0.00	\$109.06	\$90.31	\$21.12	\$45.81	\$19.07	\$125.83	\$1,162.49
1299 Slothower, Peter E	04/13/2017	814.63		.00	67.34	50.51	11.80	25.07	10.44	.00	649.47
			.00	.00	814.63	814.63	814.63	814.63	814.63		
		\$814.63	\$0.00	\$0.00	\$67.34	\$50.51	\$11.80	\$25.07	\$10.44	\$0.00	\$649.47
1172 Smith, Chrisjaan L	04/13/2017	407.20		.00	16.10	25.25	5.90	11.91	4.96	.00	343.08
			.00	.00	407.20	407.20	407.20	407.20	407.20		
		\$407.20	\$0.00	\$0.00	\$16.10	\$25.25	\$5.90	\$11.91	\$4.96	\$0.00	\$343.08
34 Smith, Christopher L	04/13/2017	894.25		.00	79.28	55.44	12.96	27.64	11.51	218.00	489.42
			.00	.00	894.25	894.25	894.25	894.25	894.25		
		\$894.25	\$0.00	\$0.00	\$79.28	\$55.44	\$12.96	\$27.64	\$11.51	\$218.00	\$489.42
685 Smith, Haskell D	04/13/2017	1,437.60		.00	156.03	87.17	20.39	44.17	18.39	55.66	1,055.79
			.00	.00	1,405.91	1,405.91	1,405.91	1,405.91	1,405.91		
		\$1,437.60	\$0.00	\$0.00	\$156.03	\$87.17	\$20.39	\$44.17	\$18.39	\$55.66	\$1,055.79
686 Snyder, Justin M	04/13/2017	887.20		.00	101.88	55.02	12.86	28.66	15.53	.00	673.25
			.00	.00	887.20	887.20	887.20	887.20	887.20		
		\$887.20	\$0.00	\$0.00	\$101.88	\$55.02	\$12.86	\$28.66	\$15.53	\$0.00	\$673.25
			\$0.00	\$0.00	\$887.20	\$887.20	\$887.20	\$887.20	\$887.20		



Payroll Register - Board of Park Commissioners

Check Date Range 04/13/17 - 04/13/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1581 Sonheim, Jerry T	04/13/2017	721.16		.00	33.08	44.71	10.46	32.05	11.95	.00	588.91
			.00	.00	721.16	721.16	721.16	721.16	721.16		
		\$721.16	\$0.00	\$0.00	\$33.08	\$44.71	\$10.46	\$32.05	\$11.95	\$0.00	\$588.91
451 Sparks, Joanna L	04/13/2017	1,640.64		.00	187.28	100.08	23.41	50.90	39.76	43.30	1,195.91
			.00	.00	1,614.24	1,614.24	1,614.24	1,614.24	1,614.24		
		\$1,640.64	\$0.00	\$0.00	\$187.28	\$100.08	\$23.41	\$50.90	\$39.76	\$43.30	\$1,195.91
1577 Spurgeon, Jacob L	04/13/2017	166.14		.00	7.77	10.30	2.41	5.37	2.23	.00	138.06
			.00	.00	166.14	166.14	166.14	166.14	166.14		
		\$166.14	\$0.00	\$0.00	\$7.77	\$10.30	\$2.41	\$5.37	\$2.23	\$0.00	\$138.06
10000 Stark, Megan M 3460	04/13/2017	1,602.84		.00	178.97	96.65	22.61	50.35	20.97	55.88	1,177.41
			.00	.00	1,558.84	1,558.84	1,558.84	1,558.84	1,558.84		
		\$1,602.84	\$0.00	\$0.00	\$178.97	\$96.65	\$22.61	\$50.35	\$20.97	\$55.88	\$1,177.41
10000 Sterner, Mark 0466	04/13/2017	2,252.78		.00	212.60	125.61	29.38	64.25	26.75	274.10	1,520.09
			.00	.00	1,989.13	2,025.89	2,025.89	1,989.13	1,989.13		
		\$2,252.78	\$0.00	\$0.00	\$212.60	\$125.61	\$29.38	\$64.25	\$26.75	\$274.10	\$1,520.09
509 Stetkevych, Khalid A	04/13/2017	20.40		.00	.00	1.26	.30	.66	.27	.00	17.91
			.00	.00	20.40	20.40	20.40	20.40	20.40		
		\$20.40	\$0.00	\$0.00	\$0.00	\$1.26	\$0.30	\$0.66	\$0.27	\$0.00	\$17.91
756 Stierwalt, Angie D	04/13/2017	362.25		.00	27.38	22.46	5.24	11.70	4.87	.00	290.60
			.00	.00	362.25	362.25	362.25	362.25	362.25		
		\$362.25	\$0.00	\$0.00	\$27.38	\$22.46	\$5.24	\$11.70	\$4.87	\$0.00	\$290.60
1478 Strong, Leif D	04/13/2017	172.70		.00	.00	10.71	2.51	4.34	1.81	.00	153.33
			.00	.00	172.70	172.70	172.70	172.70	172.70		
		\$172.70	\$0.00	\$0.00	\$0.00	\$10.71	\$2.51	\$4.34	\$1.81	\$0.00	\$153.33
842 Struyf, Nicholas K	04/13/2017	210.00		.00	12.15	13.02	3.04	6.78	2.82	.00	172.19
			.00	.00	210.00	210.00	210.00	210.00	210.00		
		\$210.00	\$0.00	\$0.00	\$12.15	\$13.02	\$3.04	\$6.78	\$2.82	\$0.00	\$172.19
			\$0.00	\$0.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00		



Payroll Register - Board of Park Commissioners

Check Date Range 04/13/17 - 04/13/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
1360 Taylor, James F	04/13/2017	131.20		.00	4.27	8.12	1.89	4.24	1.76	.00	110.92
			.00	.00	131.20	131.20	131.20	131.20	131.20		
		\$131.20	\$0.00	\$0.00	\$4.27	\$8.12	\$1.89	\$4.24	\$1.76	\$0.00	\$110.92
1593 Taylor, Nick	04/13/2017	387.20		.00	29.87	24.01	5.61	12.51	5.21	.00	309.99
			.00	.00	387.20	387.20	387.20	387.20	387.20		
		\$387.20	\$0.00	\$0.00	\$29.87	\$24.01	\$5.61	\$12.51	\$5.21	\$0.00	\$309.99
675 Teague, Grant T	04/13/2017	90.00		.00	.15	5.58	1.31	2.91	1.21	.00	78.84
			.00	.00	90.00	90.00	90.00	90.00	90.00		
		\$90.00	\$0.00	\$0.00	\$0.15	\$5.58	\$1.31	\$2.91	\$1.21	\$0.00	\$78.84
1520 Thomas, Lynn D	04/13/2017	350.17		.00	.00	21.71	5.08	10.07	3.90	.00	309.41
			.00	.00	350.17	350.17	350.17	350.17	350.17		
		\$350.17	\$0.00	\$0.00	\$0.00	\$21.71	\$5.08	\$10.07	\$3.90	\$0.00	\$309.41
79 Thomas, Terrance T	04/13/2017	1,286.69		.00	153.84	76.49	17.89	38.60	16.59	53.05	930.23
			.00	.00	1,233.64	1,233.64	1,233.64	1,233.64	1,233.64		
		\$1,286.69	\$0.00	\$0.00	\$153.84	\$76.49	\$17.89	\$38.60	\$16.59	\$53.05	\$930.23
10000 Thomas, Will E 3453	04/13/2017	367.50		.00	.00	22.79	5.33	10.63	4.43	.00	324.32
			.00	.00	367.50	367.50	367.50	367.50	367.50		
		\$367.50	\$0.00	\$0.00	\$0.00	\$22.79	\$5.33	\$10.63	\$4.43	\$0.00	\$324.32
10000 Thrasher, Mark 0482	04/13/2017	2,041.58		.00	273.46	123.73	28.94	63.21	26.32	53.05	1,472.87
			.00	.00	1,995.57	1,995.57	1,995.57	1,995.57	1,995.57		
		\$2,041.58	\$0.00	\$0.00	\$273.46	\$123.73	\$28.94	\$63.21	\$26.32	\$53.05	\$1,472.87
10000 Tompkins, Elizabeth A 2646	04/13/2017	1,640.54		.00	172.39	93.93	21.96	57.11	19.86	130.42	1,144.87
			.00	.00	1,514.98	1,514.98	1,514.98	1,514.98	1,514.98		
		\$1,640.54	\$0.00	\$0.00	\$172.39	\$93.93	\$21.96	\$57.11	\$19.86	\$130.42	\$1,144.87
10000 Turnbull, John D 0489	04/13/2017	2,523.89		.00	257.58	149.43	34.95	72.57	30.22	238.76	1,740.38
			.00	.00	2,285.13	2,410.13	2,410.13	2,285.13	2,285.13		
		\$2,523.89	\$0.00	\$0.00	\$257.58	\$149.43	\$34.95	\$72.57	\$30.22	\$238.76	\$1,740.38
			\$0.00	\$0.00	\$2,285.13	\$2,410.13	\$2,410.13	\$2,285.13	\$2,285.13		



Payroll Register - Board of Park Commissioners

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Turpin, Robbie J 0490	04/13/2017	1,724.80		.00	258.40	104.01	24.33	64.19	22.56	73.05	1,178.26
			.00	.00	1,677.65	1,677.65	1,677.65	1,677.65	1,677.65		
		\$1,724.80	\$0.00	\$0.00	\$258.40	\$104.01	\$24.33	\$64.19	\$22.56	\$73.05	\$1,178.26
10000 Tuttle, Angela D 0491	04/13/2017	2,079.03		.00	245.35	126.05	29.48	60.83	25.33	220.87	1,371.12
			.00	.00	1,883.15	2,033.15	2,033.15	1,883.15	1,883.15		
		\$2,079.03	\$0.00	\$0.00	\$245.35	\$126.05	\$29.48	\$60.83	\$25.33	\$220.87	\$1,371.12
10000 Veldman, Marcia 0495	04/13/2017	1,333.50		.00	125.36	74.49	17.42	37.56	15.64	140.65	922.38
			.00	.00	1,201.45	1,201.45	1,201.45	1,201.45	1,201.45		
		\$1,333.50	\$0.00	\$0.00	\$125.36	\$74.49	\$17.42	\$37.56	\$15.64	\$140.65	\$922.38
1181 Wade, Jenny K.	04/13/2017	132.30		.00	4.38	8.20	1.92	4.27	1.78	.00	111.75
			.00	.00	132.30	132.30	132.30	132.30	132.30		
		\$132.30	\$0.00	\$0.00	\$4.38	\$8.20	\$1.92	\$4.27	\$1.78	\$0.00	\$111.75
600 Wahl, Jordan J	04/13/2017	798.49		.00	88.57	49.51	11.58	25.79	10.74	.00	612.30
			.00	.00	798.49	798.49	798.49	798.49	798.49		
		\$798.49	\$0.00	\$0.00	\$88.57	\$49.51	\$11.58	\$25.79	\$10.74	\$0.00	\$612.30
1569 Washington, Albert J	04/13/2017	856.80		.00	73.66	53.12	12.42	26.43	11.01	.00	680.16
			.00	.00	856.80	856.80	856.80	856.80	856.80		
		\$856.80	\$0.00	\$0.00	\$73.66	\$53.12	\$12.42	\$26.43	\$11.01	\$0.00	\$680.16
1081 Welp, Adrienne N	04/13/2017	117.60		.00	2.91	7.30	1.71	3.80	1.58	.00	100.30
			.00	.00	117.60	117.60	117.60	117.60	117.60		
		\$117.60	\$0.00	\$0.00	\$2.91	\$7.30	\$1.71	\$3.80	\$1.58	\$0.00	\$100.30
962 Whaley, Linda D	04/13/2017	443.60		.00	35.51	27.50	6.43	14.33	5.97	.00	353.86
			.00	.00	443.60	443.60	443.60	443.60	443.60		
		\$443.60	\$0.00	\$0.00	\$35.51	\$27.50	\$6.43	\$14.33	\$5.97	\$0.00	\$353.86
10000 Wieckert, Dianne 1131	04/13/2017	874.55		.00	76.33	54.21	12.68	27.01	11.25	.00	693.07
			.00	.00	874.55	874.55	874.55	874.55	874.55		
		\$874.55	\$0.00	\$0.00	\$76.33	\$54.21	\$12.68	\$27.01	\$11.25	\$0.00	\$693.07
			\$0.00	\$0.00	\$874.55	\$874.55	\$874.55	\$874.55	\$874.55		



Payroll Register - Board of Park Commissioners

Check Date Range 04/13/17 - 04/13/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parks - Parks & Recreation											
10000 Williams, David K 0517	04/13/2017	2,950.47		.00	310.05	172.91	40.44	83.99	34.97	327.67	1,980.44
			.00	.00	2,638.80	2,788.80	2,788.80	2,638.80	2,638.80		
		\$2,950.47		\$0.00	\$310.05	\$172.91	\$40.44	\$83.99	\$34.97	\$327.67	\$1,980.44
			\$0.00	\$0.00	\$2,638.80	\$2,788.80	\$2,788.80	\$2,638.80	\$2,638.80		
10000 Williamson, Brett 3667	04/13/2017	295.55		.00	.00	18.32	4.29	5.82	2.42	.00	264.70
			.00	.00	295.55	295.55	295.55	295.55	295.55		
		\$295.55		\$0.00	\$0.00	\$18.32	\$4.29	\$5.82	\$2.42	\$0.00	\$264.70
			\$0.00	\$0.00	\$295.55	\$295.55	\$295.55	\$295.55	\$295.55		
57 Wilson, Matthew R	04/13/2017	725.90		.00	77.68	45.01	10.53	23.45	9.76	.00	559.47
			.00	.00	725.90	725.90	725.90	725.90	725.90		
		\$725.90		\$0.00	\$77.68	\$45.01	\$10.53	\$23.45	\$9.76	\$0.00	\$559.47
			\$0.00	\$0.00	\$725.90	\$725.90	\$725.90	\$725.90	\$725.90		
1201 Woodward, Amery E	04/13/2017	171.83		.00	8.34	10.65	2.50	5.55	3.01	.00	141.78
			.00	.00	171.83	171.83	171.83	171.83	171.83		
		\$171.83		\$0.00	\$8.34	\$10.65	\$2.50	\$5.55	\$3.01	\$0.00	\$141.78
			\$0.00	\$0.00	\$171.83	\$171.83	\$171.83	\$171.83	\$171.83		
Parks - Parks & Recreation Totals		\$139,129.71		\$0.00	\$12,880.37	\$8,352.47	\$1,953.34	\$4,320.84	\$1,857.70	\$8,229.50	\$101,535.49
			\$0.00	\$0.00	\$133,137.54	\$134,716.30	\$134,716.30	\$133,137.54	\$133,137.54		
Grand Totals		\$139,129.71		\$0.00	\$12,880.37	\$8,352.47	\$1,953.34	\$4,320.84	\$1,857.70	\$8,229.50	\$101,535.49
			\$0.00	\$0.00	\$133,137.54	\$134,716.30	\$134,716.30	\$133,137.54	\$133,137.54		

***** Multiple Taxes or Deductions Exist.



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2017-00005399	BA	GL	04/11/2017	Budget Amendment - NR's				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
04/11/2017	201-18-184000-52420	Other Supplies			Budget Amendment - NR's			2,800.00	.00
						Number of Entries: 1		\$2,800.00	\$.00





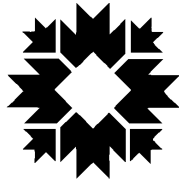
REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2016	2016	2016	2016	2017	2017	2017	
March 2017	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	March	to date	Budget	March	to date	change
General Fund								
Administration	648,362	798,040	326,287	40.89%	750,594	359,923	43.47%	10.31%
Health & Wellness	102,982	70,857	17,592	0.00%	105,197	26,144	16.72%	48.61%
Community Relations	398,972	360,703	101,211	28.06%	423,303	121,973	23.91%	20.51%
Aquatics	336,870	297,289	13,908	4.68%	330,688	20,775	6.28%	49.38%
Frank Southern Center	346,391	304,193	115,301	37.90%	341,117	120,790	35.41%	4.76%
Golf Services	936,904	865,839	360,178	41.60%	885,638	360,080	40.66%	-0.03%
Natural Resources	354,730	317,745	54,139	17.04%	370,961	75,515	20.36%	39.48%
Youth Programs	38,520	36,060	13,323	36.95%	59,844	13,219	22.09%	-0.78%
TLRC	336,170	284,409	69,665	24.49%	282,216	74,726	26.48%	7.27%
Community Events	355,578	319,994	72,398	22.62%	384,284	76,187	19.83%	5.23%
Adult Sports	297,187	264,499	42,767	16.17%	288,431	47,936	16.62%	12.08%
Youth Sports	282,128	235,235	38,318	16.29%	267,398	43,227	16.17%	12.81%
BBCC	277,467	261,400	57,932	22.16%	304,977	73,044	23.95%	26.09%
Inclusive Recreation	94,372	69,226	10,592	15.30%	72,632	16,923	23.30%	59.77%
Operations	1,397,965	1,367,298	298,418	21.83%	1,546,438	310,407	20.07%	4.02%
Landscaping	279,879	229,642	28,595	12.45%	283,362	34,233	12.08%	19.72%
Cemeteries	181,065	156,776	26,056	16.62%	173,285	37,924	21.89%	45.55%
Urban Forestry	359,388	325,950	54,940	16.86%	400,381	89,806	22.43%	63.46%
General Fund total:	7,024,932	6,565,155	1,701,619	25.92%	7,270,746	1,902,830	26.17%	11.82%
Non-Reverting Fund								
Administration	24,500	7,223	3,258	45.10%	27,640	1,458	5.28%	-55.23%
Health & Wellness	2,596	768	258	33.54%	1,914	76	3.95%	-70.63%
Community Relations	0	137	0	0.00%	4,650	0	0.00%	0.00%
Aquatics	74,491	61,780	1,139	1.84%	64,433	1,110	1.72%	-2.48%
Frank Southern Center	63,230	84,289	27,203	32.27%	94,423	24,979	26.45%	-8.18%
Golf Services	125,465	106,010	23,541	22.21%	126,105	8,019	6.36%	-65.93%
Natural Resources	15,992	20,643	0	0.00%	50,992	2,230	4.37%	0.00%
Youth Programs	151,153	172,903	9,587	5.54%	178,521	23,321	13.06%	143.25%
*TLRC - day to day	419,054	426,234	128,395	30.12%	970,663	133,968	13.80%	4.34%
Community Events	180,489	165,857	23,877	14.40%	190,881	36,602	19.18%	53.29%
Adult Sports	282,621	244,073	960	0.39%	230,225	36,498	15.85%	3702.37%
Youth Sports	18,356	13,697	1,440	10.51%	26,845	2,124	7.91%	47.50%
BBCC	21,963	61,163	6,736	11.01%	25,403	9,162	36.06%	36.01%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	28,000	17,250	137	0.79%	19,195	37,947	197.69%	100.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	14,800	7,540	2,478	32.87%	14,800	10,842	73.26%	0.00%
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	2,800	9,816	1,000	10.19%	4,450	500	11.24%	0.00%
N-R Fund subtotal:	1,425,511	1,399,385	230,008	16.44%	2,031,140	328,836	16.19%	42.97%
TLRC - bond	539,104	539,104	424,530	78.75%	429,574	429,574	100.00%	0.00%
N-R Fund total:	1,964,615	1,938,489	654,538	33.77%	2,460,714	758,409	30.82%	15.87%
Other Misc Funds								
MCCSC 21st Com Learn Cnt G	29,950	38,880	10,596		29,950	12,526		
G14004 Tree Planting								
G14006 Out-of School Prg.		4	62					
G15008 Summer Food Prg.	11,115	13,734			11,115			
G15009 Nature Days S/Star								
Griffy Lake Nature Day	0	4,673	2,130	45.58%		1,900	0.00%	0.00%
Wapehani I-69 Mitigation	0	42,655		0.00%			0.00%	0.00%
Leonard Springs Nature	0	5,822	2,187	37.56%		1,701	0.00%	0.00%
Banneker Nature Day		3,934						
DNR Grant	0			0.00%			0.00%	0.00%
Kaboom Play		49						
Other Misc Funds total:	41,065	109,703	14,974	13.65%	41,065	16,128	39.27%	0.00%
TOTAL ALL FUNDS	9,030,612	8,613,347	2,371,131	27.53%	9,772,524	2,677,367	27.40%	12.92%
*NR BACC/Project School has been combined with TLRC								

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues March 2017								
	2016	2016	2016	2016	2017	2017	2017	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	Budget	for year	March	to date	for year	March	to date	change
General Fund								
Taxes/Misc Revenue	5,690,177	5,820,314	5,820,314	100.00%	6,030,050	6,030,050	100.00%	3.60%
Administration	1,000	1,095	286	26.16%	500	0	0.00%	-100.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	142,000	172,401	45	0.03%	153,500	0	0.00%	-100.00%
Frank Southern	188,000	205,655	110,568	53.76%	219,900	90,325	41.08%	-18.31%
Golf Services	561,000	513,807	52,848	10.29%	568,500	46,982	8.26%	-11.10%
Natural Resources	0	-11	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	-237	0	0.00%	0	0	0.00%	0.00%
Community Events	10,125	11,545	1,140	9.87%	10,700	1,140	10.65%	0.00%
Adult Sports	79,000	72,075	19,678	27.30%	78,000	13,411	17.19%	-31.85%
Youth Sports	40,000	29,565	-156	-0.53%	33,900	-12	-0.03%	0.00%
BBCC	10,000	13,389	3,202	23.91%	12,000	2,936	24.47%	-8.29%
Operations	0	1,622	176	10.87%	0	25	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	27,300	34,225	9,025	26.37%	39,700	12,325	31.05%	36.57%
Urban Forestry	0	0	0	0.00%		0	0.00%	0.00%
Subtotal Program Rev	1,058,425	1,055,131	196,812	18.65%	1,116,700	167,132	14.97%	-15.08%
General Fund Total	6,748,602	6,875,445	6,017,126	87.52%	7,146,750	6,197,182	86.71%	2.99%
Non-Reverting Fund								
Administration	41,550	40,249	16,830	41.82%	40,650	14,950	36.78%	-11.17%
Health & Wellness	3,550	1,367	462	33.81%	3,550	410	11.56%	-11.19%
Community Relations	2,000	2,113	1,000	47.34%	4,650	1,000	21.51%	0.00%
Aquatics	117,000	120,678	2,007	1.66%	126,373	4,267	3.38%	112.61%
Frank Southern	129,000	138,537	30,637	22.11%	153,400	28,131	18.34%	-8.18%
Golf Services	153,000	151,474	12,074	7.97%	151,300	13,237	8.75%	9.64%
Natural Resources	59,200	78,233	1,209	1.54%	58,525	1,246	2.13%	3.10%
Youth Programs	158,400	208,903	34,468	16.50%	189,866	25,772	13.57%	-25.23%
*TLRC -Operational	770,229	750,635	237,505	31.64%	782,329	238,309	30.46%	0.34%
Community Events	171,656	192,373	69,348	36.05%	191,760	79,088	41.24%	14.04%
Adult Sports	281,000	251,616	29,261	11.63%	216,500	24,255	11.20%	-17.11%
Youth Sports	26,800	23,610	9,417	39.89%	25,000	4,941	19.76%	-47.53%
BBCC	27,620	65,764	7,831	11.91%	29,420	4,408	14.98%	-43.72%
Operations	30,700	132,036	85,706	64.91%	51,640	12,653	24.50%	-85.24%
Dog Park	400	0	0	0.00%	400	0	0.00%	-100.00%
Switchyard (CCC Propt)	82,800	71,236	21,136	29.67%	82,800	16,050	19.38%	-24.06%
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	8,900	10,439	2,271	21.75%	9,300	0	0.00%	-100.00%
N-R Fund subtotal:	2,063,805	2,239,261	561,161	25.06%	2,117,463	468,718	22.14%	-16.47%
Other Misc Funds								
G14006 Out-of-School Prg								
G14007 MCCSC 21st Com			5,234		60,000	10,506		
G14009 Summer Food Grant					13,744			
G14004 Tree Planting								
Kaboom Play Everywhere								
Urban Forestry EAB								
Wapehani Mitigation I69						14,903		
Griffy LAE Veg. Mgt						3,120		
G15008 Leonard Spring								
G15009 Nature Days								
(902) Rose Hill Trust			0			0		
Banneker Nature Days								
Other Misc Funds total:	0	0	5,234		73,744	28,529		
TOTAL ALL FUNDS	8,812,407	9,114,706	6,583,521	72.23%	9,337,957	6,694,430	71.69%	1.68%
*BACC/Project School has been combined with TLRC								

	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
		1/1/2017	4/17/2017	revenue	4/17/2017	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	167,806.40	15,773.90		1,458.25		14,315.65	182,122.05
181001	Health & Wellness	5,427.77	418.30		75.68		342.62	5,770.39
181100	Community Relations	33,354.04	1,000.00		0.00		1,000.00	34,354.04
182001	Aquatics	314,716.56	6,232.00		1,227.30		5,004.70	319,721.26
182500	Frank Southern Center	125,817.03	28,131.36		27,364.67		766.69	126,583.72
183500	Golf Course	142,842.77	18,204.84		10,000.61		8,204.23	151,047.00
184000	Natural Resources	201,976.15	3,438.00		3,364.28		73.72	202,049.87
184500	Allison Jukebox	150,115.61	29,770.30		25,511.31		4,258.99	154,374.60
*185000	TLRC	(276,450.63)	249,913.68		572,881.12		(322,967.44)	(599,418.07)
**185009	TLRC Reserve	481,174.15	22,031.25		0.00		22,031.25	503,205.40
186500	Community Events	422,999.89	85,015.01		45,008.27		40,006.74	463,006.63
187001	Adult Sports	90,353.49	48,301.35		38,737.40		9,563.95	99,917.44
187202	Youth Sports	97,846.16	6,497.00		2,912.18		3,584.82	101,430.98
187209	Skate Park	543.88	0.00		0.00		0.00	543.88
187500	Benjamin Banneker Comm Cente	41,422.47	5,622.78		10,521.21		(4,898.43)	36,524.04
189000	Operations	136,191.07	17,166.38		37,947.32		(20,780.94)	115,410.13
189005	Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
189006	Switchyard Property	189,641.25	22,632.00		10,841.92		11,790.08	201,431.33
189500	Landscaping	12,704.36	0.00		0.00		0.00	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
189503	Urban Forestry	6,304.27	0.00		500.00		(500.00)	5,804.27
10002.01	Change Fund	0.00	0.00		0.00		0.00	0.00
201-24105	Deposits	0.00	0.00		0.00		0.00	0.00
	TOTALS	2,352,277.48	560,148.15	0.00	788,351.52	0.00	(228,203.37)	2,124,074.11
*combined TLRC Fitness 5002 with all other TLRC programs **Project School Revenue moved to TLRC Reserve **\$9,600 for BBC wall design fees - 2016 expense								(228,203.37)
								INCREASE/DECREASE FOR THE CURRENT

Bloomington Parks and Recreation Surplus Declaration Form

[illegible]



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-4
Date: 4/23/2017

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: Leslie Brinson
DATE: April 25, 2017
SUBJECT: Staff Introduction

Background

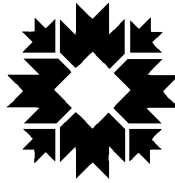
After almost 15 years as the Facility Coordinator of the Banneker Community Center for the Bloomington Parks and Recreation I am proud to announce that I have officially accepted the position of Community Events Manager.

I have enjoyed my time at the Banneker Community Center and look forward to continuing to build my skills and experiences within the Community Events Area. The Banneker Center has provided me the opportunity to expand my skills and discover who I am as a professional. I am ever appreciative of all of the staff, patrons, partners and especially the children I have been able to meet through my time there.

I have the upmost respect and loyalty for Bloomington Parks and Recreation and look forward to serving the City of Bloomington for many years to come.

RESPECTFULLY SUBMITTED,

Leslie Brinson
Community Events Manager



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-1
Date: 3/30/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Alison Miller, Health and Wellness Coordinator
DATE: April 25, 2017
SUBJECT: **REVIEW/APPROVAL OF JAZZERCISE PARTNERSHIP AGREEMENT**

Recommendation

To approve the proposed agreement between the department and the local Jazzercise® franchise.

Background

This document outlines the terms of agreement between the Department and the Jazzercise franchise holder, Kris Heeter, for the provision of Jazzercise class instruction. The Department has held this agreement since 1997.

Participation fees are collected by Jazzercise. An end of month statement is prepared by Jazzercise and received by the Department indicating the total number of participants and monthly gross. Twenty percent of monthly gross is paid to the department for facility use and marketing.

There are no significant changes from 2016.

RESPECTFULLY SUBMITTED,

Alison Miller
Health and Wellness Coordinator



COOPERATION SERVICES & PROGRAM PARTNERSHIP AGREEMENT

Partner(s):

This Agreement is made and entered into this ____ day of April, 2017 by and between the Bloomington Parks & Recreation Department ("BPRD"), and Jazzercise Franchise Owner Kristin Heeter ("Jazzercise").

WHEREAS, BPRD and Jazzercise desire to cooperate in the organization and implementation of health and wellness programs and offer such programs to the community at large; and,

WHEREAS, Jazzercise is dedicated to reaching out into the community and partnering with agencies that promote healthy lifestyles; and,

WHEREAS, BPRD would like to expand program offerings to incorporate more fitness opportunities; and,

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide quality health and wellness programs for the community by combining available resources from each organization.

2.0 Duration of Agreement:

The term of this Agreement shall begin upon signing and run through April 30, 2018. The partners may agree in writing only, to renew or extend the term of the Agreement.

3.0 Jazzercise agrees to the following:

- 3.1 Jazzercise shall provide class instruction in the Jazzercise dance fitness program, at specified sites, for BPRD. Jazzercise shall be available for demonstrations and instruction at BPRD events.
- 3.2 Jazzercise may use promotions for new and/or existing participants. Promotions may vary from month to month at the discretion of Jazzercise.
- 3.3 Jazzercise shall provide BPRD with documentation attesting to qualification as a Jazzercise instructor/substitute instructor. Jazzercise may substitute other qualified Jazzercise instructors as the need arises.
- 3.4 Jazzercise shall provide a sound system and music for class instruction, and pay any applicable music royalty fees (ASCAP and BMI).
- 3.5 Jazzercise shall pay the continuing franchise fee to Jazzercise, Inc. for the development of Jazzercise choreography, continuing instructor education, a toll-free student information line, use of the Jazzercise name and trademark, and national promotions.
- 3.6 Jazzercise shall register participants, collect class fees, and obtain signed BPRD participant waiver forms, for all “adult” Jazzercise programs. Jazzercise shall also provide materials for student registration and fitness education.
- 3.7 Jazzercise shall keep and maintain receipts, records, and accounts accurately reflecting participation and sums received. These receipts, records and accounts shall be open to inspection at all reasonable times by a duly authorized agent of BPRD, the City of Bloomington’s Controller’s Office, and/or the Indiana State Board of Accounts.

4.0 Bloomington Parks & Recreation Department agrees to the following:

- 4.1 If a temporary conflict arises with a BPRD site/facility, BPRD will notify Jazzercise, in advance, of that site/facility conflict. In the event an unexpected permanent conflict arises with a BPRD or non-BPRD site/facility, BPRD shall make every effort to notify Jazzercise and assist Jazzercise in finding an alternate location for the program. In the event this is not possible, and after all possible resources have been exhausted, the program shall be declared, by mutual consent of both parties, to be canceled at that particular site/facility.
- 4.2 BPRD shall provide limited promotion/advertising, including space in BPRD’s three (3) seasonal program guides. The BPRD marketing division shall assist Jazzercise in the preparation and submission of one (1) news release and public service announcement. Jazzercise shall be responsible for additional promotion of classes through fliers and mailing lists. Jazzercise shall be fully responsible for

hosting, organizing, and promoting any fundraisers or promotions sponsored or promoted by Jazzercise, Inc.

- 4.3 BPRD will provide Jazzercise use of a BPRD computer, upon request, for design and printout of monthly newsletters and special fliers to be distributed through classes and community bulletins. Any distribution of newsletters, special handouts, promotional materials, etc. shall first meet with the approval of BPRD staff.

5.0 Agreement Terms Mutually Agreed to By All Partners:

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPRD and the Jazzercise.
- 5.2 The staff, volunteers and personnel of the BPRD and Jazzercise who are involved in these partnership programs will at all times represent all partners in this partnership in a professional manner and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.3 Jazzercise shall pay BPRD Twenty (20%) of the gross monthly receipts for all adult class sites. Settlement shall be made monthly for the preceding month. In the event there is an additional rental cost involved for the use of a non-BPRD facility, BPRD shall distribute site rental payments to the appropriate entities.

- 5.4 Fees shall be charged according to the following schedule*:

<u>Class</u>	<u>Cost</u>	<u>Pass Type</u>
Walk-in	\$12	Daily
Unlimited Classes (auto-debit only)	\$35	Monthly
Unlimited Classes (cash, check, or credit)	\$88	2 months
Join Fee	\$35 (one time)	

*Discounts for IU and Ivy Tech students and for seniors over age 65.

- 5.5 Jazzercise shall make all initial facility/site arrangements. BPRD shall make a reasonable attempt to assist Jazzercise in locating facilities which accommodate class size (approximately 1 square yard per student). Facilities/sites shall be mutually agreeable to both parties. BPRD will make every effort to use low cost rental facilities, school sites and BPRD sites.
- 5.6 In the event that Jazzercise programs are canceled at a specific location, whether it is a BPRD or non-BPRD site/facility, it will be the responsibility of Jazzercise to issue the appropriate refunds and/or prorated refunds to all Jazzercise participants affected by the canceled site. These records shall be accessible to BPRD, and shall be included in the monthly gross receipts statement given by Jazzercise to BPRD. Jazzercise shall notify BPRD of any schedule changes five (5) working days prior to the cancellation.

- 5.7 Classes which do not meet minimum participation registration requirements shall be canceled. Minimum participation requirements shall be mutually agreed upon by all parties. In the event of such cancellation, Jazzercise shall be responsible for the refunding of monies to the appropriate Jazzercise participants. A record of these refunds shall be included in the monthly gross receipts statement given by Jazzercise to BPRD. Jazzercise shall notify BPRD of any schedule changes five (5) working days prior to the cancellation.
- 5.8 BPRD and Jazzercise shall not provide the use of fee waivers to participants who cannot otherwise afford the scheduled class fees. Due to the nature of this program, i.e., Jazzercise being a franchise, neither BPRD nor Jazzercise have the resources to provide for such services.
- 5.9 Jazzercise shall abide by all BPRD rules and regulations relating to facility use. Jazzercise shall also comply with all local, state and federal laws in its programming on BPRD premises.
- 5.10 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and Jazzercise shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Jazzercise is not required to continue this verification if the E-Verify program no longer exists. Jazzercise shall sign an affidavit affirming that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 5.11 During the term of this Agreement Jazzercise, and all employees, agents and representatives, shall be an independent contractor, and not an employee of City.

6.0 Release of Liability:

Jazzercise shall release, hold harmless, and forever indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns from any and all claims, which may arise as a result of Jazzercise's activities. This includes claims for personal injury, property damage, or any other type of claim which might be brought by the Jazzercise, its employees, agents or patrons, or any third party, even if caused by the negligence of releasees.

7.0 Insurance

Jazzercise shall maintain general liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. Jazzercise shall name BPRD as an additional insured under the policy, which shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. Jazzercise shall provide BPRD with a certificate of insurance on or before May 1, 2017.

8.0 Termination

- 8.1 Termination by mutual agreement: Unless otherwise terminated per the terms of this Agreement, this Agreement shall be in effect from the date signed until April 30, 2018.
- 8.2 This Agreement may be terminated by mutual written consent only. Should one party decide to terminate this Agreement, at least thirty (30) days written notice must be provided by the terminating party. In this event, Jazzercise shall be responsible for the refunding of monies to the appropriate Jazzercise participants. A record of these refunds shall be included in the monthly growth receipts statement given by Jazzercise to BPRD.
- 8.3 Should Jazzercise lose franchise affiliation with the Jazzercise, Inc. organization, Jazzercise agrees to notify BPRD immediately of such loss of credentials. Such loss of affiliation shall cause an immediate termination of this Agreement. In the event of such termination, Jazzercise shall be responsible for any unpaid rental or lease payments that are due to facilities not under the control of BPRD. In the event of such termination, Jazzercise shall also be responsible for the refunding of monies to the appropriate Jazzercise participants. A record of these refunds shall be included in the monthly gross receipts statement given by Jazzercise to BPRD.
- 8.4 Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the breaching party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

9.0 Notice

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

Bloomington Parks & Recreation
Becky Barrick-Higgins
Recreation Services Division Director
401 N. Morton, Suite 250
Bloomington, IN 47402
812-349-3713

Jazzercise
Kristin Heeter
Owner
2605 Trenton Overlook
Bloomington, IN 47404
(812) 876-2158

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

Bloomington Parks & Recreation

Alison Miller
Health/Wellness Coordinator
401 N. Morton St. Suite 250
Bloomington, IN 47402
milleal@bloomington.in.gov
812-349-3771

Jazzercise

Kristin Heeter
Owner
2605 Trenton Overlook
Bloomington, IN 47404
krisheeter@yahoo.com
(812) 876-2158

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

City of Bloomington:

Jazzercise:

Leslie J. Coyne, President
Board of Park Commissioners

Kristin Heeter
Jazzercise Franchise Owner

Paula McDevitt, Director
Bloomington Parks & Recreation Department

Philippa M. Guthrie,
City of Bloomington Corporation Council

Exhibit A

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. _____ (Business Name), employer of the undersigned/owner/partner has contracted with or is seeking to contract with the City of Bloomington to provide services;
3. _____ (Business Name), employer of the undersigned/owner/partner, is enrolled in and participates in the E-Verify program.
4. The undersigned is authorized by _____ (Business Name), to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, _____ (Business Name) does not knowingly employ an “unauthorized alien,” as defined at 8 U.S.C. §1324a. (h)(3).

Signature

Printed name[illegible]

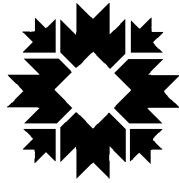
Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2017.

Notary Public

Printed name

Residing in _____ County

My Commission Expires:_____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2
Date: 4/25//2017

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: Leslie Brinson- Community Events Manager
DATE: April 25, 2017
SUBJECT: REVIEW/APPROVAL OF BANNEKER CENTER ADVISORY COUNCIL
APPOINTMENTS

Recommendation

Staff recommends the approval of the Shawna Meyer-Niederman and Joy Roberts to the Banneker Community Center Advisory Council.

Background

The Banneker Community Center's Advisory Council is made up of seven members. The council is currently running with four active members, which leave three spots vacant. We have two community members interested in joining the council, leaving one remaining vacant spot.

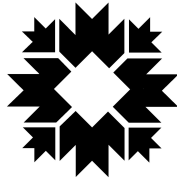
Shawna Meyer-Neiderman comes to the Banneker Center from a long working history with youth serving agencies in Bloomington, including the Boys and Girls Clubs, United Way and Fairview Elementary School. Shawna and her two daughters currently participate in many of our preschool programs including story hours and the Friday Family Events. Shawna will bring a great deal of experience and community connections to the Advisory Council.

Joy Roberts comes to the Advisory Council as a program parent, Banneker supporter and staff mentor. Joy is the founder of the IU Women of Color in Leadership Institute. This group has provided volunteers for events, fundraisers as well as staff for the Banneker Center. Joy has a passion for developing young people into strong and successful adults and will bring a great deal of mentoring and passion to our youth.

The council hopes to fill this last spot later in the 2017 year. Anyone interested in becoming a part of the Banneker Advisory Council is encouraged to apply.

RESPECTFULLY SUBMITTED,

Leslie Brinson, Community Events Manager



CITY OF BLOOMINGTON
parks and recreation

APPLICATION

ADVISORY COUNCILS

Date: 03/12/2017

Council for which you are applying: Banneker Community Center

Name: Ja Quita Joy Roberts

Address: 3801 East Morningside Drive #5, 47408

Home phone: 812-330-1213 Work/Cell phone: 812-219-1744

E-mail: jjroberts2009@gmail.com

Are you a City resident? Yes

Occupation: Finance & Office Asst. - IU

Why are you interested in applying for this position? I am interested in this position because I am very passionate about our youth and being a part of their village, to help them survive and succeed, in all that they set out to do. It is important to be a role model and an example, to show them that they can achieve their goals.

Why do you think you are qualified for this position? I believe I am qualified for this position because of my experience, being an at-risk youth, as well. I was born and raised, in a single parent home, in Gary, IN. I've experienced many of the troubles that many of our young people face, today. Also, in 2008, I founded and have been the advisor for the Women of Color Leadership Institute, ever since. Many of those young ladies were also at-risk youth and have gone on to graduate and become very successful adults.

Please return the completed form in person to the Parks and Recreation Department, 401 N. Morton Street, Suite 250, Bloomington IN 47404, or by mail to P.O. Box 848, Bloomington IN 47402



CITY OF BLOOMINGTON
parks and recreation

APPLICATION

ADVISORY COUNCILS

Date: 3/6/2017

Council for which you are applying: Banneker Community Center Advisory Council

Name: Shawna Meyer-Niederman

Address: 3617 S. Essex Ct. 47401

Home phone: _____ Work/Cell phone: 812.929.4017

E-mail: srmniederman@gmail.com

Are you a City resident? Yes

Occupation: Part-Time Youth Worker, and Grant Coordinator

Why are you interested in applying for this position?

I'm currently only working part time and I have become very involved with the programs offered at the Banneker Community Center with my children. After spending time there and getting to know the staff/volunteers, I'd like to assist more and become more involved. I think my past professional working experience, educational experience, and compassion for my community would be a welcomed asset to the council.

Why do you think you are qualified for this position?

Yes

Please return the completed form in person to the Parks and Recreation Department, 401 N. Morton Street, Suite 250, Bloomington IN 47404, or by mail to P.O. Box 848, Bloomington IN 47402



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item:C-3
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson- Community Events Manager
DATE: April 17, 2017
SUBJECT: **REVIEW/APPROVAL OF CONTRACT WITH WILDLIFE REMOVAL COMPANY**

Recommendation

Staff recommends the approval of the contract with the Wildlife Removal Company for the removal and facility work for unwanted wildlife at the Banneker Community Center.

Background

The Banneker Community Center has had wildlife in the facility. Wildlife Removal Company has provided assistance with appropriately removing wildlife as well as securing the exterior of the facility to decrease re-entry.

RESPECTFULLY SUBMITTED,

Leslie Brinson
Community Events Manager

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND WILDLIFE REMOVAL COMPANY, LLC.

This Agreement, entered into on this ____ day of April, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Wildlife Removal Company, LLC. ("Consultant").

Article 1. Scope of Services Consultant shall remove unwanted wildlife from the facility ("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 31, 2017, 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 Leslie Brinson 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 Dollars (\$1000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Leslie Brinson, 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 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 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: Leslie Brinson, 401 N. Morton, Bloomington, IN 47402.** **Consultant: Wildlife Removal Company, LLC.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Wildlife Removal Company, LLC

Philippa M. Guthrie, Corporation Counsel

Anthony "Lee" Trussler (owner)

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 _____, 2017.

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 _____, 2017.

Wildlife Removal Company, LLC

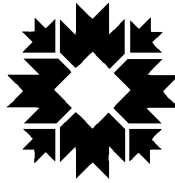
By: _____

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 _____, 2017.

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-4
Date: 4/23/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amy Shrake, Facility/Program Coordinator
DATE:
**SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH IVY TECH/
COLLEGE FOR KIDS**

Recommendation

Staff recommends approval of the partnership agreement with Ivy Tech for the 2016 College for Kids Program and Ivy Arts for Kids Program. The duration of the partnership is April 2017 – March 2018.

Background

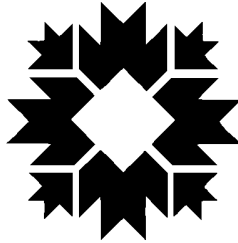
2017 will be the tenth summer that Ivy Tech and Bloomington Parks and Recreation have been partners offering the College for Kids summer camp program in conjunction with Kid City camps. The program offers morning classes through Ivy Tech and afternoon camp activities through Kid City. During the morning sessions, participants are given class options ranging from cooking to robotics. In the afternoon, Kid City staff members lead activities indoors and outdoors including swimming, field trips, and art activities. This year, College for Kids has been extended from 3 weeks to 4 weeks.

In addition, the partnership expanded in 2014 to include the Ivy Arts for Kids program. The format will remain as campers participating in Ivy Tech programs half of the day and Parks and Recreation programming the other half. The partnership with Ivy Tech has been successful and beneficial to both organizations.

RESPECTFULLY SUBMITTED,

A. Shrake, CTRS

Amy Shrake, CTRS, Facility/Program Coordinator



**CITY OF BLOOMINGTON
parks and recreation**

**COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP**

Partner(s):

This Agreement is made and entered into this _____ day of May, 2017, by and between the Bloomington Parks and Recreation Department (“BPRD”), and Ivy Tech Community College (“Ivy Tech”).

WHEREAS, there is a need to provide summer teen programming in Bloomington as well as a combined art and recreation experience for K-5th graders; and

WHEREAS, BPRD and Ivy Tech desire to cooperate in the provision of a summer program called “College for Kids” for teens ages 11-15 and a summer program called “Ivy Arts” for children in K-5th grades; and

WHEREAS, Ivy Tech is qualified to perform such services; and

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1. 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.

2. Duration of Agreement:

This Agreement commences on May 1, 2017 and expires on April 30, 2018, unless terminated earlier as provide under Article 8.

3. Bloomington Parks & Recreation:

The goal of BPRD is to partner with Ivy Tech to provide children grades K-5 and teens ages 11-15 an educational and fun summer program that incorporates a wide variety of

structured activities, including but not limited to swimming, off-site field trips and indoor and outdoor recreation opportunities. BPRD agrees to:

- a. Maintain close contact with Curtis Smith, Director for the Center for Lifelong Learning, and bring any related issues to his attention.
- b. Assist with the distribution of promotional materials, including flyers and registration information.
- c. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- d. Promote “College for Kids” and “Ivy Arts for Kids” at other community camp information events.
- e. Share all marketing/promotional material with Ivy Tech prior to advertising.
- f. Provide program publicity by publishing information in the BPRD’s seasonal program brochure and on its website.
- g. Provide trained Kid City seasonal staff who will facilitate half day recreational programming for “College for Kids” and “Ivy Arts for Kids” participants from based out of the Allison-Jukebox Center. "Ivy Arts for Kids" either 9 a.m.-1 p.m. or 1-4 p.m. College for Kids 12:30-5:30 p.m.
- h. Abide by all American Camp Association guidelines for camp programming.
- i. Generate invoices to Ivy Tech by September 1, 2017, for payment of afternoon program participant fees and inclusive staff services if applicable.
- j. Provide transportation from morning location to afternoon location as well as from afternoon location to morning location
- k. Provide all day inclusion services as needed/requested for participants attending both the Ivy Tech and BPRD components with minimum 2 week notification.
- l. Arrange for weekly pick-up of Health Forms from May 15- June 23, 2017 for “College for Kids” and May15- July 14, 2017 for “Ivy Arts for Kids.”

4. Ivy Tech:

The goal of Ivy Tech is to partner with BPRD to provide children grades K-5 and teens ages 11-15 an educational and fun summer program that incorporates a wide variety of structured activities, including but not limited to swimming, off-site field trips, and indoor and outdoor recreation opportunities. Ivy Tech agrees to:

- a. Maintain close contact with Amy Shrake, Coordinator, and bring any related issues

to her attention.

- b. Assist with the distribution of promotional materials, including flyers and registration information.
- c. Provide qualified adjunct instructors, who have unqualified background checks, and course curricula for the “College for Kids” and “Ivy Arts for Kids” classroom component at Ivy Tech.
- d. Provide program publicity by publishing information in Ivy Tech’s seasonal program brochure and on its website including BPRD logo.
- e. Abide by applicable camp guidelines as set by the American Camp Association.
- f. Intake and process all registration forms and payments for the “College for Kids” and “Ivy Arts for Kids” programs including enforcement of all registration deadlines.
- g. Pay BPRD invoiced amount (no less than \$5000) for afternoon program participant fees, \$200 per “Ivy Arts for Kids” camper per session, \$100 per “College for Kids” camper per session plus one time \$400 transportation fee and inclusion services (for participants attending full-day program) by October 1, 2017. (Inclusion services will be billed at a rate of \$9.09/hr per staff hour incurred.)
- h. Create a pick-up point for health forms at the Waldron Arts Center. Health forms will be left for pick-up for all currently registered participants the Wednesday prior to each session.
- i. Health forms will have all the information required of BPRD’s Health Form, including request for accommodations for participants with disabilities and the BPRD waiver statement.

5. Terms Mutually Agreed to By All Partners:

- a. The intent of this Agreement is to document a mutually beneficial partnership between Ivy Tech and BPRD for “Ivy Arts for Kids” and “College for Kids.”
- b. Share all marketing/promotional material between all partners involved **prior to** any advertising.
- c. The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- d. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all partners.

- e. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- f. Ivy Tech policy prohibits the possession of firearms and other weapons, or dangerous chemicals, or any explosive or explosive device, or of any harmless instrument that looks like one, on College property or at any College sponsored activity held elsewhere.
- g. Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside City of Bloomington facilities and the consumption of alcoholic beverages on City of Bloomington property. These prohibitions are also applicable for participants (registered teens, employees and volunteers) in, and visitors of "College for Kids" on Ivy Tech properties.
- h. Ivy Tech policy prohibits smoking or any form of tobacco use in all college owned or leased facilities and vehicles, including surrounding areas of the buildings. The sale or distribution of tobacco products and the sponsorship of college events, activities, or media by tobacco related products likewise are prohibited. Consuming, being under the influence of, or possessing intoxicating beverages on College property is not permitted, and being under the influence of, use of, possession of, or distributing illegal drugs is not permitted.
- i. At the expiration or termination of this Agreement, Ivy Tech retains all rights to use of the program name, "College for Kids" And "Ivy Arts for Kids."

6. Insurance:

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

7. Notice and Agreement Representatives:

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

Bloomington Parks and Recreation
 Becky Barrick-Higgins
 Recreation Division Director

Ivy Tech Community College
 Paul C. Daily
 Dean of Fine Arts

401 N Morton, STE 250
Bloomington, IN 47404
(812) 349-3713
barrickb@bloomington.in.gov

Ivy Tech Community College
Artistic Director
Ivy Tech John Waldron Arts Center
(812) 330-6240
pdaily3@ivytech.edu

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

Bloomington Parks and Recreation
Amy Shrake, Coordinator
401 N Morton St, STE 250
Bloomington, IN 47404
(812) 349-3747
shrakea@bloomington.in.gov

Ivy Tech Community College
Curtis Smith, Director
The Center for Lifelong Learning
122 S Walnut St
Bloomington, IN 47404
(812) 330-4400
csmith1275@ivytech.edu

8. **Termination:**

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

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

Ivy Tech Community College-Bloomington

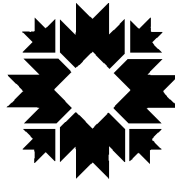
Jennie Vaughan, Chancellor

City of Bloomington, Parks and Recreation Department

Paula McDevitt, Administration BPRD

Leslie J. Coyne, Board of Parks Commissioners

Philippa M. Guthrie, Corporate Counsel



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-5
Date: 4/23/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amy Shrake, Program/Facility Coordinator
DATE:
SUBJECT: APPROVAL OF LAKE MONROE SAILING ASSOCIATION PARTNERSHIP AGREEMENT

Recommendation

Staff recommends approval of a partnership between the City of Bloomington Parks and Recreation Department and the Lake Monroe Sailing Association.

Background

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

RESPECTFULLY SUBMITTED,

A. Shrake, CTRS

Amy Shrake
Program/Facility Coordinator



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of May, 2017, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Lake Monroe Sailing Association, Inc. (“LMSA”).

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

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

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

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

1.0 Purpose of Agreement:

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

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until January 31, 2018 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

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

3.2 BPRD agrees to:

1. Develop and distribute promotional materials: sailing brochures, news releases, program information in both the Parks and Recreation seasonal program guide & the monthly newsletter sent to schools.

2. Communicate with the public and participants regarding concerns or questions about the program.
3. Implement participant registration, collect money and registration forms, mail registration confirmation and program information.
4. Provide rosters of all participants to coordinators prior to the start of each course.
5. Provide coordinators with reports of fees collected prior to the start of each course.
6. Perform the following payment transactions:
 - a) Collect registration fees of \$215 per participant for Youth Sailing Camps;
 - b) Collect registration fees of \$250 per participant for Adult Keel Boat Sailing;
 - c) Collect registration fees of \$250 per participant of Adult Small Boat Sailing;
 - d) Collect registration fees of \$125 per registration for Friends and Family Sailing;
 - e) Pay LMSA the fee collected less \$31.00 for each participant registered;
 - f) Retain \$30.00 for each participant registered plus \$1 transaction fee;
 - g) Pay LMSA the LMSA share of fees collected upon receipt by BPRD of and LMSA invoice, following the completion of each group of Youth Sailing Camps, Adult Sailing classes and Family programs.

4.0 Lake Monroe Sailing Association, Inc.:

- 4.1 The goals of LMSA are to offer a sailing program not otherwise available to adults and children, introduce the LMSA to the public, increase LMSA membership, and provide programming for children of LMSA members.
- 4.2 LMSA agrees to:
 1. Provide and maintain the following equipment: sailboats, life vests, ropes, sails, books, a motorboat, lifesaving apparatus, and first aid equipment.
 2. Provide the following facilities: bathrooms, telephone, shelter house for

inclement weather; defined as, but not limited to, cold weather, rough water (white caps), or lightning.

3. Hire and train sailing instructors for Youth Sailing Camps who are at least 16 years of age with prior sailing experience. One instructor shall have prior experience teaching sailing. One instructor shall be certified in CPR and First Aid and be in attendance at all times. At least one instructor shall have U. S. Sailing Small Boat Instructor Certification.
4. Provide invoices to BPRD as detailed in section 3.2.6 (e).
5. **Provide for adequate safety with the following provisions:**
 - a) LMSA shall provide high quality boats & equipment.
 - b) LMSA shall maintain a ratio of one (1) instructor to six (6) participants with two (2) instructors always on the water and one (1) instructor always in a motorboat when students in the Youth Sailing Camps are in boats. One (1) of the instructors shall be over twenty-one (21) years of age.
 - c) Participants in the Youth Sailing Camps shall pass a swimming test the first day of class, and all participants shall wear life vests when in boats.
 - d) Participants shall learn boat safety and will be taught about boat safety equipment.
 - e) Participants in the Youth Sailing Camps shall pass a test on capsizing and right-of-way rules.
6. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.
7. Provide a rainy day schedule, planning, organizing and implementing alternative activities in case of inclement weather.

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between LMSA and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.

- 5.3 LMSA shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and LMSA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. LMSA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 LMSA is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. LMSA shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques, equipment, and boat matters.
- 5.6 The location of the program shall be provided by the LMSA at their facilities at 7600 S. Shields Ridge Road.
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
- 5.8 Pursuant to Indiana code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), LMSA may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If LMSA implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.
- 5.9 The parties will evaluate this Agreement and the services provided during the month of January 2018.
- 5.10 LMSA shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of LMSA's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against LMSA, its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

6.0 Notice:

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

LMSA

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

BPRD

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

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

LMSA

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

BPRD

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

7.0 Termination

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

Signed and Agreed to this ____ day of _____, 2017.

LAKE MONROE SAILING ASSOCIATION, INC.:

Rita Flynn, Camp Coordinator, LMSA

Date

James C. Owen, LMSA Commodore

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Leslie J. Coyne, President,
Board of Park Commissioners

Date

Philippa M. Guthrie, Corporate Counsel

Date



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-6
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amy Shrake, Facility/Program Coordinator
DATE:
**SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH
SPECIAL OLYMPICS INDIANA – MONROE COUNTY**

Recommendation

Staff recommends approval of the partnership agreement with Special Olympics Indiana – Monroe County (SOIMC). The duration of the partnership is April 2017-March 2018.

Background

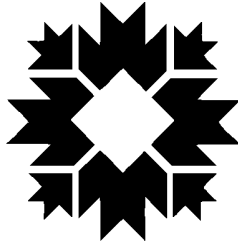
The purpose of this partnership is to support athletic opportunities for community members with developmental disabilities. The City of Bloomington Parks and Recreation Department and the SOIMC have been partnering since 2006, providing individuals with disabilities greater access to sport opportunities. The partnership allows Bloomington Parks and Recreation to continue supporting sports for individuals with disabilities and offers SOIMC flexibility with their programming. The department will continue to facilitate SOIMC's requests for fields and facilities as well as assisting with marketing programs. There are no changes to the agreement from last year.

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

RESPECTFULLY SUBMITTED,

A. Shrake, CTRS

Amy Shrake, CTRS
Program/Facility Coordinator



**CITY OF BLOOMINGTON
parks and recreation**

**COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP**

Partner(s):

This Agreement is made and entered into this _____ day of May, 2017, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Special Olympics Indiana Monroe County (“SOIN-MC”).

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

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

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

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

WHEREAS, because services provided by each party will reflect on the other, BPRD and SOIN-MC wish to set forth each parties’ responsibilities and expectations;

NOW THEREFORE, the parties do mutually agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to outline a program partnership that will provide a more affordable and effective Special Olympic program for the Bloomington community by combining available resources from each party to the Agreement.

2. Duration of Agreement

This Agreement commences on May 1, 2017 and expires on April 31, 2018, unless it is terminated earlier in writing, as provided under Article 7.

3. Bloomington Parks & Recreation

The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a Special Olympic sports program, not otherwise available, that is designed to

introduce beginner participants to a sport and allow for skill advancement. BPRD agrees to:

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

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

- 3.2.** Allow SOIN-MC access to fields and facilities as set forth below on the dates and during the times established at the beginning of each sport season at no charge:

1. Banneker Center for Basketball
2. Softball fields to be determined by availability
3. Cascades Golf Course for Golf

- 3.3.** Provide an information hotline and voicemail box.

- 3.4.** Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.

- 3.5.** Provide the services of the BPRD Inclusive Recreation Coordinator as a liaison, consultant, and contact person between SOIN-MC and BPRD.

- 3.6.** Assist with program publicity by continuing to advertise program information in seasonal program guides and website.

- 3.7.** Respond to any and all citizen concerns or complaints reported by SOIN-MC under Article 4.3 of this Agreement within twenty-four (24) hours of receipt.

- 3.8.** Provide free meeting space for SOIN-MC management team monthly meetings where available.

- 3.9.** Provide a shelter free of charge for the summer picnic one Saturday in September.

- 3.10.** Support SOIN-MC in acquiring use of track and bowling facilities as follows:

1. Classic Bowling Lanes for Bowling
2. IU Field House and IU outdoor track facility for track

4. Special Olympics Indiana Monroe County

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

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

5. Terms Mutually Agreed to By Both Partners

- 5.1. The intent of this Agreement is to document a mutually beneficial partnership between SOIN-MC and BPRD.
- 5.2. The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3. The commitment of personnel, facilities, supplies, materials, and payments will be honored according to the timetable agreed upon by all partners.
- 5.4. SOIN-MC is recognized as having the expertise and experience to conduct the Special Olympics program safely and effectively. However, BPRD shall have the right to review risk management, agreement terms, financial records, coaching, player behavior, and service quality issues.
- 5.5. Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), SOIN-MC may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If SOIN-MC develops such a policy for its activities, the City may implement and enforce it. If SOIN-MC wishes to develop such a policy, it shall provide a copy of the policy to the City and the policy shall be attached to this Agreement as Exhibit A.
- 5.5. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

6. Notice and Agreement Representatives

- 6.1. Notice regarding any significant concerns and/or breaches of this Agreement shall be

given to the contacts stated below as follows:

SOIN-MC:

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

BPRD:

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

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

7. Termination

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to April 30, 2018 by mutual written agreement only.
- 7.2.** Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

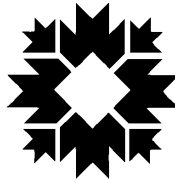
IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

Denise Brown, County Coordinator
SOIN-MC

Paula McDevitt, Administrator BPRD

Leslie J. Coyne, President
Board of Park Commissioners

Philippa M. Guthrie, Corporate Counsel



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-7
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: April 25, 2017
SUBJECT: Contract for Services with Rural Transit for transportation services at 50+ Expo

Recommendation

Staff recommends the approval of the contract for services with Rural Transit for transportation services at the 50+ Expo event.

Bloomington Parks and Recreation will be hiring Rural Transit to provide transportation services via bus between the Twin Lakes Recreation Center and the Twin Lakes Sports Park parking lot for attendees and exhibitors at the 50+ Expo event on Wednesday May 10, 2017. The two facilities are connected via a parks road and the bus and people riding the bus will not be on any city streets.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND RURAL TRANSIT

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Rural Transit ("Consultant").

Article 1. Scope of Services Consultant shall transport attendees and exhibitors at the 50+ Expo Event via bus between the Twin Lakes Recreation Center and the Twin Lake Sports Park parking lot ("Services"). Transportation will be provided at the rate of \$50 per hour and \$1 per mile driven.

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 May 10, 2017, 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 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 five hundred dollars (\$500). Consultant 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, 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:

Wednesday May 10th, 2017 from 10:30am-7:30pm

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: Bill Ream, 401 N. Morton, Bloomington, IN 47402. **Consultant:** Rural Transit, Attn: Herb Ault, 631 W. Edgewood Drive, Ellettsville, IN 47429. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

Rural Transit

Herb Ault, Dispatcher

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- Signature _____

Printed Name _____

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2017.

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 _____, 2017.

Rural Transit

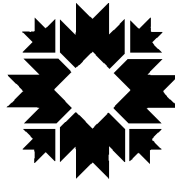
By: _____

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 _____, 2017.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-8

Date : 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: April 25, 2017
SUBJECT: Contract for Services with Izzy's Rental for rental of portable toilets at various events

Recommendation

Staff recommends the approval of the contract for services with Izzy's Rentals to rent portable toilets at various events.

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

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

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

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Izzy's Rentals ("Consultant"),

Article 1. Scope of Services Consultant shall provide rental of portable toilets at various locations for Bloomington Parks and Recreation Department coordinated community events ("Services"). Rental prices for toilets shall be as follows:

VIP restroom One Hundred Fifty Dollars (\$150), handicapped accessible restroom One Hundred Dollars (\$100), regular restroom Ninety Dollars (\$90). 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, 2017, 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 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 Eight Hundred Dollars (\$1,800). Consultant 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, 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 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 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: Bill Ream, 401 N. Morton, Bloomington, IN 47402. Consultant: Izzy's Rentals, 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 Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

IZZY'S RENTALS

Kevin Kerr, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- Signature _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Notary Public's Signature

My Commission Expires: _____

3

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 _____, 2017.

Izzy's Rentals

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 _____, 2017.

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-9
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Administrator
FROM: Bill Ream, Community Events Coordinator
DATE: April 25, 2017
SUBJECT: Concessions Agreement

Recommendation

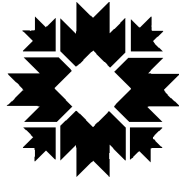
Staff recommends the approval of the 2017 Concessions Agreement for various events.

Bloomington Parks and Recreation will be inviting food vendors to sell their products onsite at various events and programs throughout 2017. These vendors will be required to pay 10% of their gross sales from the day or a \$50 flat fee to the department.

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

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator



CITY OF BLOOMINGTON
parks and recreation

RELEASE, HOLD-HARMLESS, AND 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 _____, 2017 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 _____, 2017 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 _____, 2017 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 which 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 or a \$50 flat fee 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, 2017.
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:

Parks:

Bill Ream
Community Events Coordinator
401 N Morton Street, Suite 250
Bloomington IN 47404
(812) 349-3748

Concessionaire:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

CONCESSIONAIRE:

Concessionaire

Date

CITY OF BLOOMINGTON PARKS & RECREATION:

Paula McDevitt, Director, Parks & Recreation

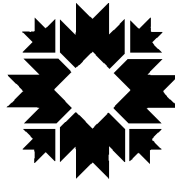
Date

Leslie J. Coyne, President,
Board of Park Commissioners

Date

Philippa M. Guthrie, Corporation Counsel

Date



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-10
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: April 25, 2017
SUBJECT: Contract for Services with Edward Santos for caricatures at various events

Recommendation

Staff recommends the approval of the contract for services with Edward Santos to provide caricatures for attendees at various events.

Mr. Santos is a talented quick-draw caricaturist who invites people to be cartooned in 60 seconds. He is always popular in events and we look forward to having him at some of our events this year.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND EDWARD SANTOS

This Agreement, entered into on this ____ day of March, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Edward Santos ("Consultant").

Article 1. Scope of Services Consultant shall create and hand out caricatures of attendees at various events for a 3-4 hour time period ("Services"). Consultant shall provide the Services at the rate of \$285 for each event except for the Drool in the Pool event which will be a two day event with a total cost for services of \$385.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2017, 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 for Community Events, Erik Pearson for Banneker Community Center 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 Three Hundred Dollars (\$1,300). Consultant 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, 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 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 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: Bill Ream and/or Erik Pearson, 401 N. Morton St. Suite 250, Bloomington, IN 47402. Consultant: Edward Santos 3505 West Festive Drive Bloomington, IN 47403.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

EDWARD SANTOS

Philippa M. Guthrie, Corporation Counsel

Edward Santos

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 _____, 2017.

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 _____, 2017.

EDWARD SANTOS

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 _____, 2017.

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: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Greg Jacobs, Community Events Coordinator
DATE: April 19, 2017
SUBJECT: Approval of Octopus Inc Service Contract for 50+ Expo

Recommendation

Staff recommends the review/approval of service contract for 50+ Expo with Octopus Inc.

Background

Each year the City of Bloomington Parks Department holds 50+ Expo, a healthy, active, and creative lifestyle event and hires entertainers to delight the event participants. The event takes place at Twin Lakes Recreation Center on May 10 from 3-7pm. This year, the event would like to employ Octopus Inc to entertain the participants with balloon sculptures.

The contract up for review is the short services contract approved by the Legal Department. It is for \$150 for 3 hours of service at the event.

RESPECTFULLY SUBMITTED,

Greg Jacobs, Community Events Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND OCTOPUSINK

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and OctopusInk ("Consultant").

Article 1. Scope of Services Consultant shall provide roaming balloon art around the Twin Lake Recreation Center (Services") at 50+ Expo. 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 May 10, 2017, 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 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 Hundred and Fifty Dollars (\$150.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, 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 on May 10, 2017 during the hours from 3 p.m. - 7 p.m.

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: Bill Ream, 401 N. Morton, Bloomington, IN 47402. **Consultant:** David Weigand 3801 South Woods Edge Bend, 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 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

OctopusInk

David Weigand, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 _____, 2017.

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 _____, 2017.

OctopusInk

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 _____, 2017.

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-12
Date: 04/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Programs Manager
DATE: April 25, 2017
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH
BLOOMINGTON JUNIOR LEAGUE BASEBALL ASSOCIATION TO PROVIDE
A YOUTH BASEBALL PROGRAM AT WINSLOW AND BRYAN PARKS**

Recommendation

Staff recommends approval of this agreement.

Background

The Bloomington Junior League Baseball Association provides youth baseball for children ages 5-12. This program serves over 350 players. Practices and games are conducted at the Winslow Sports Complex and Bryan Park fields #1 and #2 Monday through Sunday beginning in April and ending in October. BJLBA offers a regular season and a fall season.

We charge them per field, on an hourly basis per the price schedule. Projected revenue is approximately \$30,000.

RESPECTFULLY SUBMITTED,

Dee Tuttle
Sports Facility/Programs Manager



CITY OF BLOOMINGTON
parks and recreation

COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this _____ day of April, 2017, by and between the Bloomington Parks and Recreation Department ("Parks") and Bloomington Junior Baseball League\Cal Ripken Division ("BJLBA"), WITNESSETH:

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

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

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

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

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

NOW THEREFORE, the parties do mutually agree as follows:

- 1. Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth baseball program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.
- 2. Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 1, 2017, unless terminated earlier as provided herein.

3. Duties of Parks. Parks agrees to:

- a. Allow BJLBA access to Winslow Baseball Fields in priority category #3 based on the order established by the Board of Park Commissioners:

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

- b. Allow BJLBA access to Winslow Baseball Fields specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:

Practice (excludes field lining)	\$16.00 per hour
Practice with lights (excludes field lining)	\$20.00 per hour
Weeknight Competition (includes field lining)	\$23.00 per hour
Weekend Competition (includes field lining)	\$25.00 per hour

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

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

- d. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- e. Provide sport field and parking lot lighting including the cost of maintenance and operation of lighting systems for ball fields, parking lots and buildings.
- f. Provide turf management including seeding, fertilizing, aerifying, weed control, and mowing. BJLBA is not permitted to provide field maintenance of any type including dragging infields and raking base paths.
- g. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BJLBA is not comfortable with resuming play after an all clear is given from a Parks

representative, BJLBA may decide to cancel play and that will be communicated on the hotline.

- i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex. No Parks supervisor will be on-site at Bryan Park. BJLBA is encouraged to provide a Standard 1st aid and CPR certified supervisor at this facility which is open to the public.
- j. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
- k. Provide the services of the Sports Facility/Programs Manager as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- l. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.

4. Goals and Duties of BJLBA. The goals of BJLBA are to offer a recreational youth baseball program for the community at large, introduce and publicize BJLBA to the public, and provide programming for children of BJLBA. BJLBA hereby agrees to:

- a. Maintain close contact with the Sports Facility/Programs Manager and appoint this person as Parks liaison to BJLBA's policy making board.
- b. Agree to have each head coach obtain the Cal Ripken League Coaching Education program requirements. This must be done in the coach's first year as head coach in the program and is valid for a period of three years. Coaches returning for a fourth or more year(s) must obtain current certification. BJLBA also agrees to have all adults involved with the program submit to a local and state criminal history check.
- c. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$100,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)
- d. List the Parks and Recreation Department on all publicity and promotional materials developed by BJLBA as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to the Parks and Recreation Department's Sports Facility/Programs Manager for approval prior to distribution to the public.

- e. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
 - f. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BJLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
 - g. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with certificate of insurance prior to April 25, 2017.
 - h. Refrain from operating vehicles or other equipment on-site while participants are present.
5. **Behavior.** The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.
6. **Parks Review of BJLBA Program.** BJLBA is recognized as having the ability to conduct the youth baseball program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues.
7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to the Agreement as Exhibit A
9. **Notice and Agreement Representatives.**

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

BJLBA President
Josh Holden
631 N. Walnut St.
Bloomington, IN 47404
(812) 325-7378

Bloomington Parks and Recreation
Dee Tuttle
P.O. Box 848
Bloomington, IN 47402
(812) 349-3762

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

Josh Holden
BJLBA President
(812) 325-7378

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

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

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

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

BJLBA

By: _____
Josh Holden, President

BLOOMINGTON PARKS AND RECREATION

By: _____
Paula McDevitt, Acting Director
Bloomington Parks and Recreation

Leslie J. Coyne, President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-13
Date: 04/25/2017

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Programs Manager
DATE: April 25, 2017
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH THE
MONROE COUNTY SENIOR LEAGUE BASEBALL ASSOCIATION TO
PROVIDE A YOUTH BASEBALL PROGRAM AT WINSLOW SPORTS
COMPLEX**

Recommendation

Staff recommends approval of this agreement.

Background

The Monroe County Senior League Baseball Association provides youth baseball for kids ages 13-19. This program serves over 100 players. Practices and games are conducted at the Winslow Sports Complex Monday through Thursday from April until July. MCSLBA will host three invitational tournaments in July.

We charge them per field on an hourly basis according to the price schedule. Projected revenue is approximately \$4,000.

RESPECTFULLY SUBMITTED,

Dee Tuttle
Sports Facility/Programs Manager



CITY OF BLOOMINGTON
parks and recreation

COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this _____ day of April, 2017, by and between the Bloomington Parks and Recreation Department (“Parks”) and Bloomington Junior Baseball League– Monroe County Senior League Baseball Association (“MCSLBA”), WITNESSETH:

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

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

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

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

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

NOW THEREFORE, the parties do mutually agree as follows:

- 1. Purpose of Agreement.** This agreement outlines a program partnership which will combine available resources from each party to allow the Bloomington community to participate in an affordable, effective and diverse youth baseball program designed to introduce beginners to the sport as well as provide for skill advancement.
- 2. Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 1, 2017, unless terminated earlier as provided herein.

3. Duties of Parks. Parks agrees to:

- a. Allow MCSLBA's user group access to Winslow Baseball Fields in priority category #3 based on the order established by the Board of Park Commissioners:
 - 1. Parks programs
 - 2. Monroe County Community Schools Corporation programs
 - 3. **Partnership programs**
 - 4. Independent programs

- b. Allow MCSLBA access to Winslow Baseball Fields specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:

Practice (excludes field lining)	\$16.00 per hour
Practice with lights (excludes field lining)	\$20.00 per hour
Weeknight Competition (includes field lining)	\$23.00 per hour
Weekend Competition (includes field lining)	\$25.00 per hour

Bryan Park Field #1 and #2:

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

- c. Allow MCSLBA access to practice ball fields based on availability and at varying rates depending on published prices of those facilities.
- d. Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- e. Provide sport field and parking lot lighting, including the cost of maintenance and operation of lighting systems for ball fields, parking lots and buildings.
- f. Provide turf management, including seeding, fertilizing, aerifying, weed control, and mowing. MCSLBA is not permitted to provide field maintenance of any type, including dragging infields and raking base paths.
- g. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that MCSLBA is not comfortable with resuming play after an all clear is given from a Parks representative, MCSLBA may decide to cancel play and that will be communicated on the hotline.

- i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
- j. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
- k. Provide the services of the Sports Facility/Program Manager as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- l. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.

4. Goals and Duties of MCSLBA. The goals of MCSLBA are to offer a youth baseball program for the community at large, introduce and publicize MCSLBA to the public, and provide programming for children of MCSLBA. MCSLBA hereby agrees to:

- a. Maintain close contact with the Sports Facility/Programs Manager and appoint this person as Parks liaison to the user group's policymaking board.
- b. Agree to have each head coach obtain the MCSLBA Coaching Education program requirement. This must be done the coach's first year as head coach in the program and is valid for a period of three years. Coaches returning for a fourth or more year(s) must obtain current certification. Agree to have all adults involved with the program submit to a local and state criminal history check.
- c. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$100,000 subsidy yearly. For every dollar spent at Winslow the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, Payment must be made by the due date and in a timely manner.)
- d. List the Parks and Recreation Department on all publicity and promotional materials developed by user group as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to the Parks and Recreation Department's Sports Coordinator for approval prior to distribution to the public.
- e. Any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues will be referred to Parks and Recreation on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.

- f. Obtain legally binding liability waivers from all participants, which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that MCSLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
 - g. Name the City of Bloomington as additional insured on its general liability policies and provide Parks with certificate of insurance prior to April 30, 2017.
 - h. Refrain from operating vehicles on-site while participants are present.
5. **Behavior.** The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.
6. **Parks Review of MCSLBA Program.** MCSLBA is recognized as having the ability to conduct the youth baseball program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior, and service quality issues.
7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to the Agreement as Exhibit A.

8. **Notice and Agreement Representatives.**

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

MCSLBA President
 Kyle McAninch
 2128 E. Meadowbluff Ct.
 Bloomington, IN 47401
 (812) 322-4005

Bloomington Parks and Recreation
 Dee Tuttle
 P.O. Box 848
 Bloomington, IN 47402
 (812) 349-3762

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

Kyle McAninch
President
(812) 322-4005

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

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

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

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

MCSLBA

BLOOMINGTON PARKS AND RECREATION

By: _____
Kyle Mc Aninch, President

By: _____
Paula McDevitt, Administrator

Leslie J. Coyne, President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-14
Date: 04/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dee Tuttle, Sports Facility/Programs Manager
DATE: April 25, 2017
SUBJECT: **REVIEW/APPROVAL OF WINSLOW SPORTS COMPLEX NORTH CONCESSIONS AGREEMENT**

Recommendation

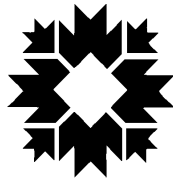
Staff recommends approval of this agreement.

Background

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

RESPECTFULLY SUBMITTED,

Dee Tuttle
Sports Facility/Programs Manager



**CITY OF BLOOMINGTON
parks and recreation**

**AGREEMENT
for
FOOD AND BEVERAGE CONCESSION
WINSLOW SPORTS COMPLEX - NORTH SIDE**

This Agreement, entered into this ____ day of April, 2017, by and between the City of Bloomington Parks and Recreation Department through its Board of Parks Commissioners (hereinafter, "Parks") and Bloomington Junior League Baseball Association (hereinafter, "Concessionaire"),

WITNESSETH:

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

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

WHEREAS, Concessionaire wishes to operate this concession; and

WHEREAS, Concessionaire has a history of operating an inclusive program that serves the needs of the Bloomington community, and Concessionaire has a good record of cooperation with Parks.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April 25, 2017 and end on October 1, 2017, excluding the dates of August 3 through August 6, 2017, unless the term is extended as set out in Article H, Section 4.

B. CONCESSIONAIRE'S RESPONSIBILITIES

1. Concession Fee

Concessionaire shall pay Parks a concession fee of Seven Thousand Five Hundred Dollars (\$7,500). Such fee shall be paid in two installments of Three Thousand Seven Hundred Fifty Dollars (\$3,750) on or before July 1, 2017, and September 1, 2017.

2. Concession Menu and Pricing

- a. Concessionaire shall furnish Parks a listing of the complete menu and prices of items to be sold at the north side concession location by April 25, 2017. Such menu and pricing is subject to the approval of the Parks Administrator.
- b. Soda and Sport drink vending machines are permitted at current level except at such times as Parks may designate, when their availability would conflict with other Parks commitments. Parks will inform Concessionaire of any times beyond those listed in Section C.1. herein when the vending machines must be made inoperable by Concessionaire for the duration of such events.
- c. All vending machines must be turned off from noon on August 3, 2017, through August 6, 2017, to accommodate Parks' National Championships.

3. Maintenance of Concession Area

Concessionaire shall keep the serving facility and storage areas, and floors thereof, clean at all times and in such condition that it will pass all public health inspections. Concessionaire shall maintain this area in compliance with all relevant Parks rules and regulations. Bagged and loose trash shall not be placed at ground level or in the immediate area of doorways. It shall instead be placed in or on top of trash receptacles.

4. Equipment Upkeep

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

5. Insurance

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

6. Employees

- a. Concessionaire shall employ all personnel necessary for the operation of the food and beverage concession, and shall pay all necessary wages and payroll tax for such employees. Concession attendants must be a minimum of sixteen (16) years of age. Concessionaire shall designate supervisors. Designation of supervisors is subject to the approval of the Parks Administrator.
- b. All attendants and supervisors must secure any necessary documents and examinations required by any and all public health agencies. Concessionaire must verify that these necessary documents and examinations have been secured.
- c. Concessionaire shall take and successfully complete any trainings and certifications as required by the Monroe County Health Department. Concessionaire shall provide proof of successful completion to Parks by April 25, 2017.

7. Recordkeeping

- a. Concessionaire shall designate a treasurer who will keep and maintain books, records and accounts accurately reflecting the expenditure and revenues of the concession. These documents shall be open to inspection at all reasonable times by authorized agents of Parks or the City of Bloomington Controller's Office, such authorization to be given by the Parks Administrator.
- b. Concessionaire shall provide Parks with an annual statement of all financial records pertaining to operation of the concession facilities during the 2017 season.

8. Safety

- a. Concessionaire shall be responsible for implementing reasonable safety measures at the concession, and shall ensure that concession attendants are familiar with and comply with such measures.
- b. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
- c. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to the Agreement as Exhibit A.

9. Rules and Regulations

Concessionaire shall abide by all rules and regulations of Parks now in effect, and any rules and regulations which are passed during the term of this Agreement.

Concessionaire shall also comply with all local, state and federal laws, including health codes, regarding the operation of the concession and the employment of all personnel.

C. RESPONSIBILITIES OF PARKS

1. Use of Property

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

2. Use of Equipment

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

3. Electricity

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

4. Maintenance

- a. Parks shall perform all general maintenance of the Complex and its facilities. This shall not relieve Concessionaire of the responsibility to maintain the concession area, as outlined in Article B, Section 3.
- b. Upon notification by the Concessionaire, Parks shall repair or replace defective equipment owned by Parks within a reasonable period of time. The decision whether to repair or replace equipment shall be at Parks' discretion. In the event that equipment has been damaged due to Concessionaire's negligence, Parks may elect not to repair or replace such equipment.
- c. The ice machine located in the concession is aged. Parks will not purchase a replacement machine or make repairs outside of initial start-up. Concessionaire may elect to repair or replace the unit at Concessionaire's expense.
- d. Upon notification by Concessionaire, Parks shall repair or rectify, within a reasonable period of time, any defects at the Complex which create health concerns for the

concession. Such defects may include, but not be limited to, plumbing malfunctions, leakage, or infestation.

- e. Parks shall not be responsible for food spoilage or other loss resulting from electrical outage or equipment failure, or from other emergency or act of God.

5. Inspections

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

6. Invoices

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

7. Rules and Regulations

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

D. RELEASE, HOLD HARMLESS, AND INDEMNIFICATION

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

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

E. ASSIGNMENT OF AGREEMENT

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

F. CHANGE TO AREA; ADVERTISEMENT

Concessionaire shall not:

1. Change the existing layout of the concession area or its equipment; or

2. Post any advertisements in the concession area without prior written approval of the Parks Administrator.

G. BREACH OF AGREEMENT

1. Notice and Time to Cure

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

2. Electricity; Assumption of Operations

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

3. Liquidated Damages for Late Payment

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

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

H. TERMINATION

1. Early Termination

- a. **Termination by mutual agreement:** The parties may terminate this Agreement prior to August 1, 2017 by mutual written agreement. In the event that such mutual agreement occurs, the termination shall be governed by the provisions of Section 3, below, unless the parties agree otherwise in writing.
- b. **Unilateral termination:** In the event that a non-breaching party elects to unilaterally terminate the Agreement under the provisions of Article G, Section 1, any unpaid

portion of the concession fee shall become immediately due and owing, and the monthly liquidated damages described in Article G, Section 3 shall be regularly assessed until the annual fee is paid in full. Additionally, Concessionaire shall bear all costs and expenses related to collection of the fee and any liquidated damages, including, but not limited to, reasonable attorney fees.

2. Scheduled Termination

Unless the parties agree to extend the Agreement as set forth in Section 4, below, this Agreement shall automatically terminate on October 1, 2017.

3. Disposition of Facilities Upon Termination

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

4. Extension of Agreement

Prior to the scheduled termination of this Agreement, the parties may agree in writing to extend the term of the Agreement for an additional specified period. Concessionaire shall notify Parks of its desire to extend the Agreement on or before August 1, 2017. In the event that the Agreement is extended, Parks may charge a reasonable additional concession fee.

I. MISCELLANEOUS

1. Enforcement

In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to, court costs and reasonable attorney's fees.

2. Waiver

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

3. Notices

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

Parks: Parks and Recreation Department

City of Bloomington
P.O. Box 100
Bloomington, IN 47402
ATTN: Dee Tuttle

Concessionaire: _____

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

BLOOMINGTON JUNIOR LEAGUE
BASEBALL ASSOCIATION

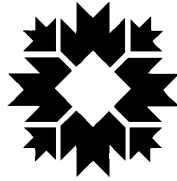
BLOOMINGTON PARKS AND
RECREATION DEPARTMENT
Board of Park Commissioners

Josh Holden, President

Leslie J. Coyne, President

Paula McDevitt, Park Administrator

Philippa M. Guthrie, Corporation Counsel



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-15
Date: 4/25/17

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: April 10, 2017, 2017
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT
B-LINE TRAIL ZABRISKIE MEMORIAL**

Recommendation

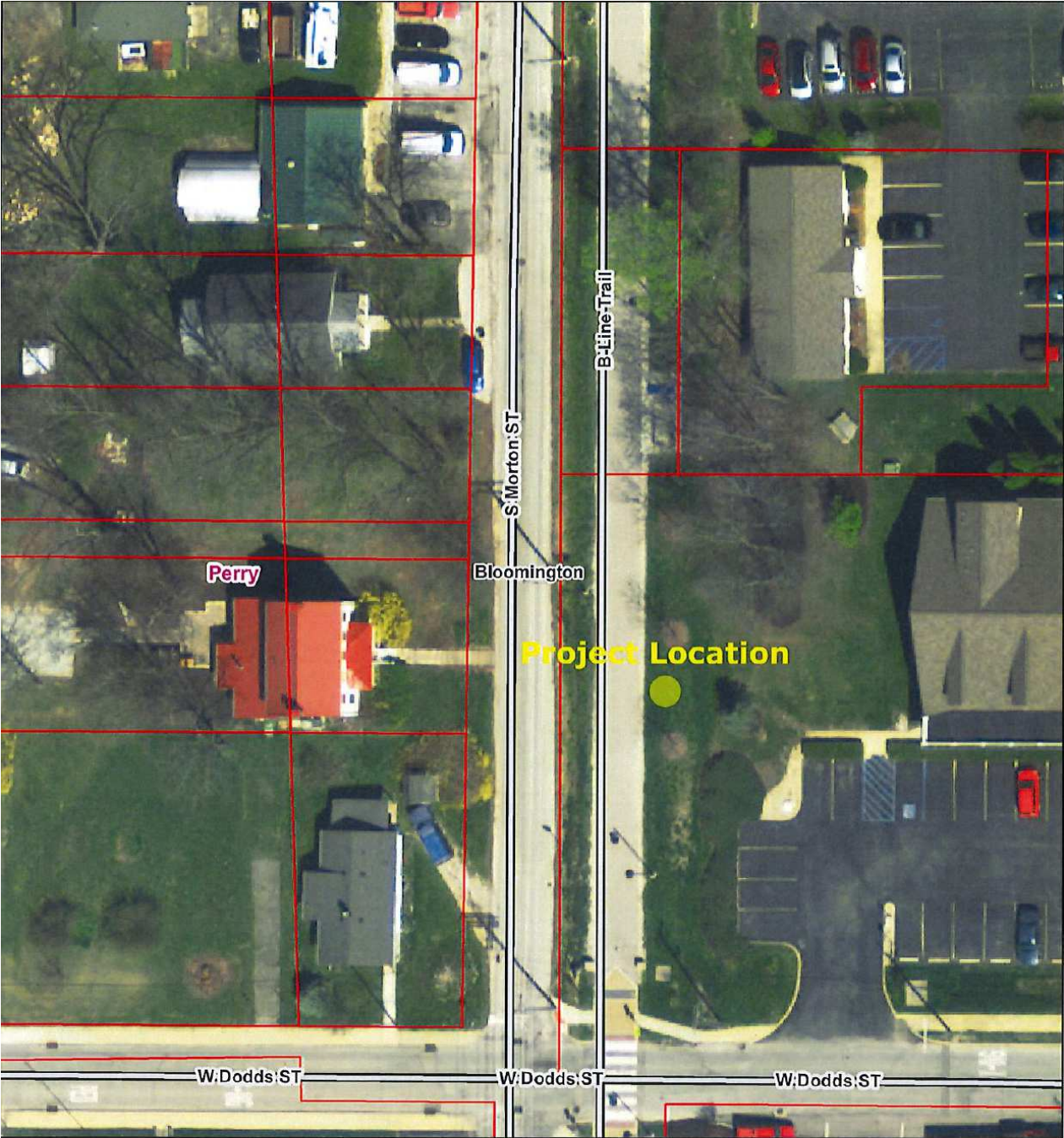
It is recommended the Board approve a Partnership Agreement between the Department and the Christian Zabriskie Memorial Committee (CZMC) for construction and maintenance of the Zabriskie Memorial to be located on the B-Line Trail north of Dodds St.

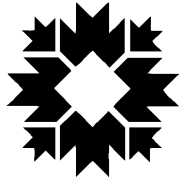
Background

The CZMC first proposed the construction of the Zabriskie Memorial on the B-Line Trail in October 2013 and it was brought to the Board for consideration in June 2014. At that time the project was overseen and partially funded by the City's Economic and Sustainable Development Department (ESD). A motion for the Board to approve the project was unanimously carried but the project did not move forward. Estimated costs for the memorial and fund raising challenges have resulted in a scaled down design that is presented today for Board approval. ESD is no longer directly involved in the project. The structure's construction costs will be entirely borne by the CZMC. All permits, approvals, and insurance will be required of the memorial contractor under the supervision of the CZMC. The CZMC has been advised of the procedures and reporting requirements regarding the disturbance of the protective remediation soil cover for this location on the B-Line Trail. The CZMC has also been advised of the required upfront payment of the maintenance endowment fee before any construction may begin. The department will handle routine sanitation tasks and per details and conditions included in the Agreement, reserves the right to remove or relocate the structure if conditions warrant.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director





CITY OF BLOOMINGTON
parks and recreation

COOPERATIVE MEMORIAL AGREEMENT B-LINE TRAIL

Partners:

This Agreement is made and entered into this _____ day of April, 2017 by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and the committee for the construction and installation of the Christian Zabriskie Memorial (“CZMC”),

WHEREAS, the BPRD supports the installation of public artwork and suitable memorials in the community; and

WHEREAS, the CZMC requests permission to construct the Christian Zabriskie Memorial, a small shelter to be located on the B-Line Trail north of the Dodds St. crossing (See Attachment A) ; and

WHEREAS, the BPRD supports the Christian Zabriskie Memorial project, and its construction on the B-Line Trail; and

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

This Agreement outlines a partnership which will permit CZMC to fund and oversee the construction of the Christian Zabriskie Memorial on a designated site on the B-Line Trail with ongoing maintenance of the memorial to be provided by BPRD staff; the costs of which will partially be funded by a maintenance endowment fund provided by the CZMC.

2.0 Duration of Agreement:

This Agreement commences on April 26, 2017 and expires December 31, 2020, or upon completion of the construction project and acceptance by BPRD, unless terminated earlier as provided under Article 9.

3.0 Terms Mutually Agreed to By Both Partners:

The parties agree to:

3.1 Share all marketing/promotional material between all partners involved prior to any advertising.

- 3.2 The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 3.3 The possession of alcoholic beverages, drugs, and other illegal substances is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- 3.4 Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside City of Bloomington facilities and the consumption of alcoholic beverages on City of Bloomington property. The prohibitions are also applicable for all participants.

4.0 Bloomington Parks & Recreation:

BPRD agrees to:

- 4.1 Approve the location for construction of the Christian Zabriskie Memorial on the B-Line Trail.
- 4.2 Inspect the constructed shelter to ensure compliance with the project design and to ensure the contractor's workmanship has resulted in a safe, usable public facility.
- 4.3 Following acceptance of the memorial, perform custodial maintenance on the memorial to include trash removal, landscape maintenance, cleaning, and removal of graffiti year round, for the anticipated life of the memorial structure.
- 4.4 Oversee maintenance and repair tasks performed by Parks staff or hired contractors that may be required over the anticipated life of the memorial structure.

5.0 CZMC:

CZMC agrees to:

- 5.1 Secure all permits and approvals required for construction of the memorial structure.
- 5.2 Verify the location of all buried public and private utilities before construction activities commence.
- 5.3 Oversee and assume responsibility for any removal, excavation, or disturbance of soils on the B-Line Trail related to project construction.
- 5.4 Manage the legal disposal of all excavated soils below a depth of 12" in accordance with all applicable federal and state laws, per instructions provided by the Indiana Brownfield Program per the City of Bloomington's *Environmental Restrictive Covenant* on the B-Line Trail. (5/1/13 email communication). Provide copies of all manifests, landfill documentation, etc. related to legal off-site soil disposal to BPRD.
- 5.5 Oversee and assume financial responsibility for any additional soil sampling below the clean soil remediation cap of 12 inches that may be required to comply with specific landfill disposal requirements or to determine if the excavated material is suitable for on-site reuse.

- 5.6 Construct the memorial per the design drawing dated September 1, 2016, Project # 2013-02, by L. Noggle Designs. CZMC shall contact BPRD prior to making any changes or alterations to the approved design. If staff determines that the requested changes significantly alter the 9/1/16 approved design, design changes shall require Park Board approval. (See Attachment B).
- 5.7 Oversee all work by the project contractor, including site cleanup and turf restoration, and serve as the point of contact with BPRD any other City or County department related to local construction activities, permits, or on any other issues that may arise.
- 5.8 Coordinate construction activities with the contractor to assure the continued safe use of the B-Line Trail with minimal interruption.
- 5.9 Ensure the memorial maintenance endowment funding of \$1,680 is delivered to BPRD before any construction activities commence. No work shall commence until full payment is received and all project approvals have been obtained.

6.0 Insurance:

CZMC shall obtain a certificate of insurance from any project contractor(s) evidencing general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any insurance policy or policies required by this Agreement shall name the City of Bloomington as an additional insured, and CZMC shall provide BPRD with a copy of said certificate(s) prior to the commencement of construction under this Agreement. Said policy shall contain a provision indicating that BPRD will receive ten (10) days prior written notice of any insurance cancellation.

7.0 Indemnification:

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

8.0 Termination

- 8.1 BPRD is under no obligation to raise funds in support of the project, or to use its own funds to assist with completion of its construction.
- 8.2 BPRD reserves the right to relocate the structure should such action be necessary; for reasons including but not limited to property development, vandalism, public safety, or interference with park operations. Written notification of intent to remove or relocate the structure will be sent to the CZMC with 60 days' notice.
- 8.3 Following 60 days written notice from BPRD to the CZMC, coordinate the removal and relocation of the memorial from the site if required. If relocation is determined to not be feasible by CZMC, the structure will be removed at the expense of, and become the property of, BPRD.

9.0 Notice and Agreement Representatives:

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

Bloomington Parks and Recreation

Dave Williams
401 N. Morton, St., Suite 250
Bloomington, IN 474014

Christian Zabriskie Memorial Committee

Leslie Noggle, 619 W. 13th St., Bloomington, IN 47404
Alison Zook, 914 W Cascade Ave., Bloomington IN 47404
Brittany D. Friesner, 1209 S. Palmer Ave., Bloomington, IN 47404

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

Christian Zabriskie Memorial Committee:

Brittany D. Friesner

Date

Leslie Noggle

Date

Alison Zook

Date

**City of Bloomington
Parks and Recreation:**

Paula McDevitt
Director

Date

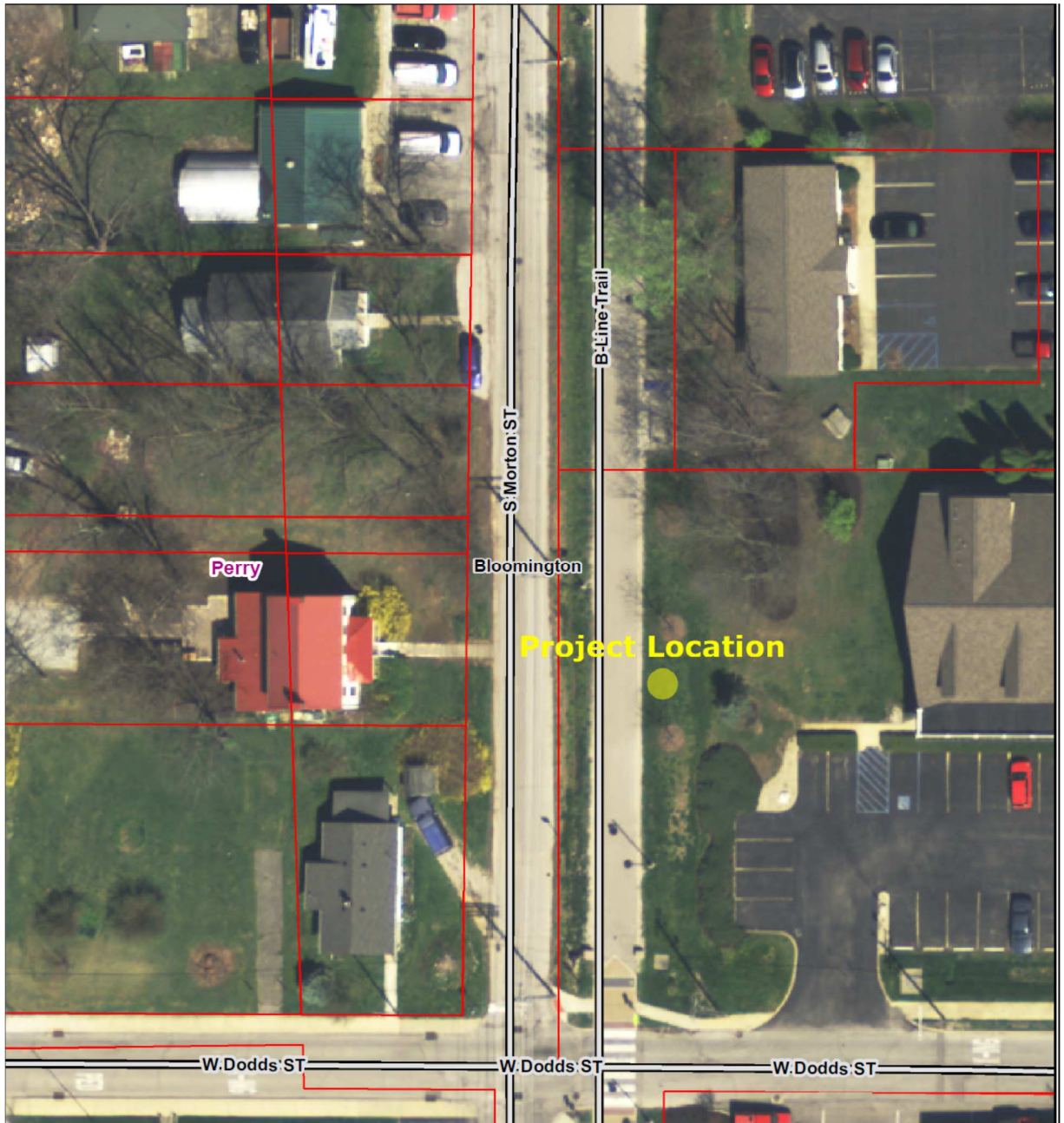
Leslie J. Coyne
President, Board of Park Commissioners

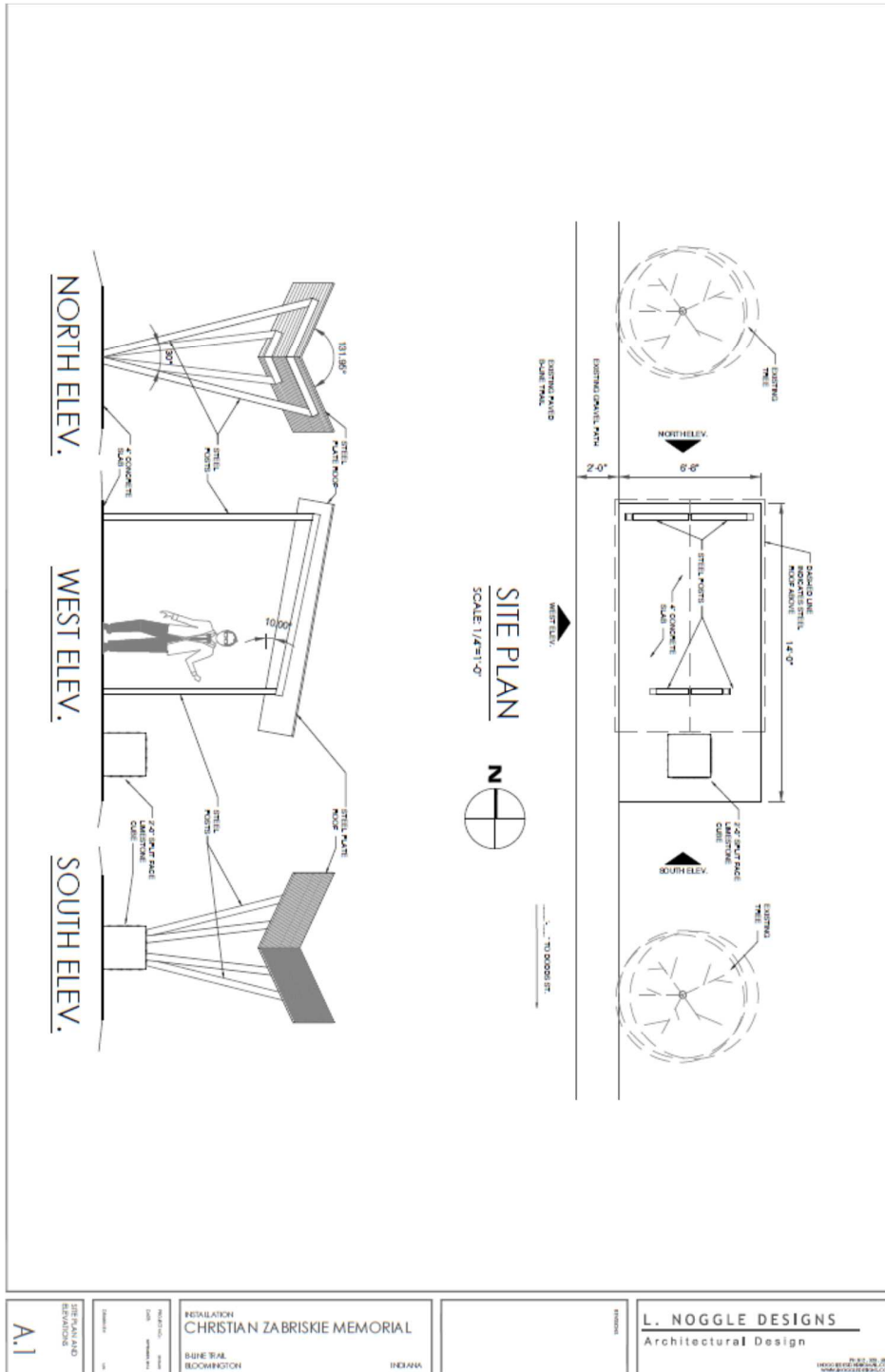
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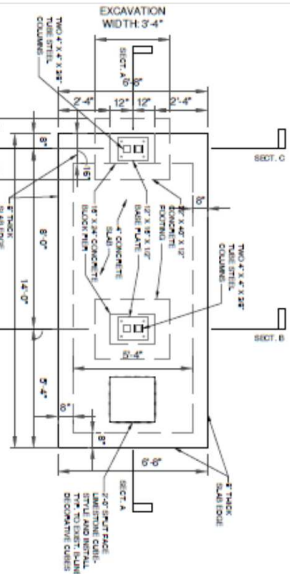
Philippa M. Guthrie
Corporation Counsel

Date

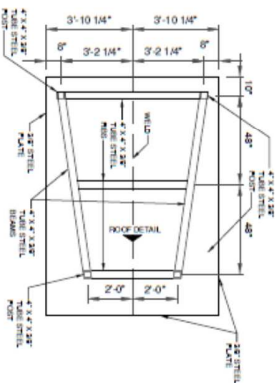
ATTACHMENT A



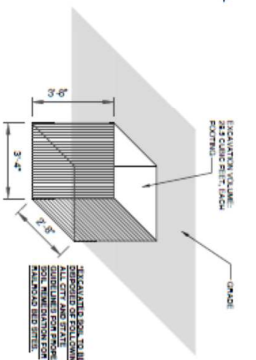




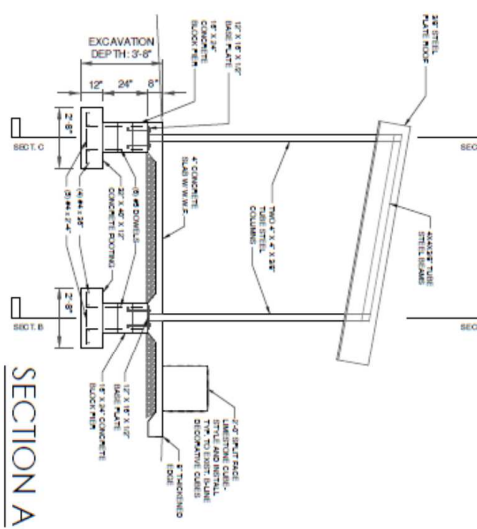
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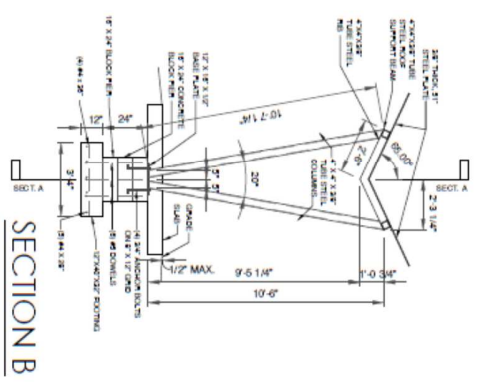
ROOF PLAN
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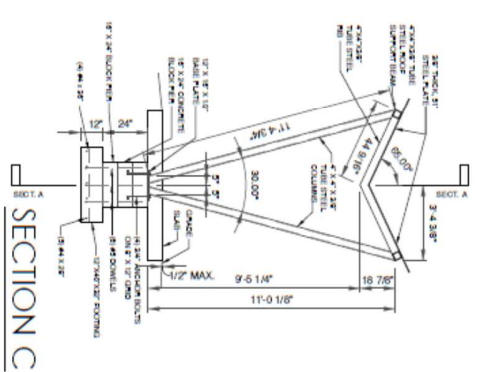
**VOLUME, DEPTH AND WIDTH
EXCAVATION DETAIL**
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SECTION A
SCALE 1/4"=1'-0"

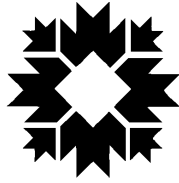


SECTION B
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SECTION C
SCALE 1/4"=1'-0"

REVISIONS DRAWN: [blank] CHECKED: [blank] DATE: [blank] PROJECT: [blank]	REVISION 1. [blank]	REVISION 2. [blank]	REVISION 3. [blank]	REVISION 4. [blank]	REVISION 5. [blank]	REVISION 6. [blank]	REVISION 7. [blank]	REVISION 8. [blank]	REVISION 9. [blank]	REVISION 10. [blank]
	L. NOGGLE DESIGNS Architectural Design									



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item C-16
Date: 4-25-2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: April 12, 2017
SUBJECT: **REVIEW/APPROVAL TO PURSUE POSSIBLE PROPERTY ACQUISITION**

Recommendation

It is recommended the Board direct department staff to prepare consultant contracts for updated property appraisals and an environmental assessment to evaluate property located at 108 W. Club House Dr., aka the Dagom Geden Tensung Ling Tibetan Buddhist Monastery property, for possible acquisition.

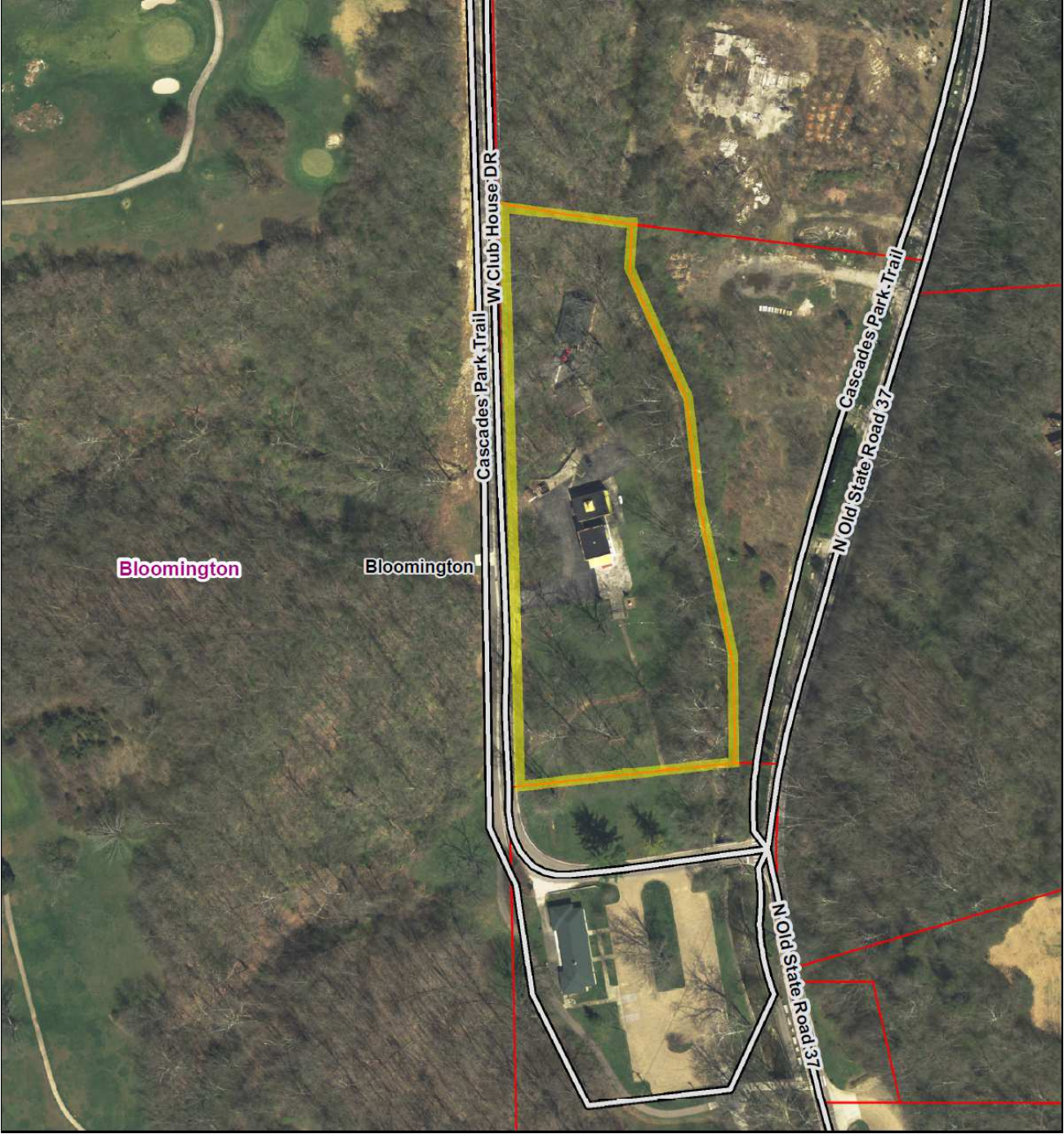
Background

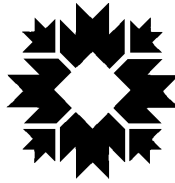
The department investigated possible acquisition of this property in 2012 and again in 2016. The owners of the Monastery property have contacted the department to determine if an interest remains in acquisition. The property includes a monastery building and two hillside apartment buildings on 2.89 acres. With Board approval to proceed toward an evaluation of the property for possible acquisition, staff will prepare consultant contracts for Board review and approval in May.

Please see aerial photo attachment.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director





CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-17
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: April 18, 2017
SUBJECT: Approval of Service Agreement – Operations Division

Recommendation

Staff recommends the review/approval of one Service Agreement for the Operations Division. This Service Agreement is with Professional Contracting, LLC (Steve's Roofing).

Background

Consultant shall perform roof, gutter, soffit or metal siding work/repairs to existing City park properties and facilities. Services provided under this Service Agreement do not include complete roofing projects. Consultant will charge at an hourly rate as specified in the Service Agreement.

RESPECTFULLY SUBMITTED,

Operations Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PROFESSIONAL CONTRACTING, LLC (STEVE'S ROOFING)

This Agreement, entered into on this 28th day of March, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Professional Contracting, LLC (Steve's Roofing) ("Consultant").

Article 1. Scope of Services Consultant will perform roof, gutter, soffit or metal siding work at City park properties and facilities, not to include complete roofing projects ("Services").

Provision of services at an hourly rate of Ninety Eight Dollars (\$98.00) for a one-person job and hourly rate of One Hundred Fifty Six Dollars (\$156) for a two-person job, plus materials. Consultant shall provide the Services: for a set price per hour Monday-Friday 7:00am to 4:00pm and all other times for an afterhours price of One Hundred Forty Seven Dollars (\$147) for a one-person job and hourly rate of Two Hundred and Thirty Four (\$234) for a two-person job, plus any additional cost for parts and materials.

Parks Department would give Consultant contractors at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency rate will be One Hundred and Forty Seven Dollars (\$147) for a one-person job and Two Hundred and Thirty Four Dollars for a two-person job plus any additional cost for parts and materials.

Consultant may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs.

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 Sunday December 31, 2017, 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 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. Upon agreement by both parties, this agreement can be extended for one year.

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 Eight Hundred Dollars (\$1,800.00) and One Thousand Dollars (\$1,000) for materials. Consultant shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar, 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 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 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. 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 Parks and Recreation, Attn: Barb Dunbar, 401 N. Morton Suite 250, Bloomington, IN 47402. **Consultant:** Professional Contracting, LLC, 5108 S. Commercial St., Bloomington, Indiana 47429. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

Professional Contracting, LLC (Steve's Roofing)

George Schermer, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 _____, 2016.

Professional Contracting, LLC (Steve's Roofing)

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-18
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: John Turnbull
DATE: April 19, 2017
SUBJECT: REVIEW/APPROVAL OF SERVICE CONTRACTS

Recommendation

Staff recommends the review/approval of eleven service contracts for the Operation Division. The service contracts are with the following entities and all for \$4,000 maximum:

Commercial Service	Young Plumbing & Mechanical
DEEM LLC	Steve's Welding
Gooldy & Sons, Inc.	Spears Corporation
Indiana Door & Hardware Specialties, Inc.	R & S Plumbing
Keller Heating and Air Conditioning	Price Electric
Koorsen Fire and Security	

Background

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. "Public Work" means any service done on city property that is paid for out of a public fund. The manual outlines that if the public work is estimated to cost less than \$150,000 and involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing.

These service contracts are in place to manage emergency or standard repairs and/or service.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND COMMERCIAL SERVICE OF BLOOMINGTON, INC

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Commercial Service of Bloomington, INC. ("Consultant").

Article 1. Scope of Services Consultant will repair, adjust, and/or replace heating, ventilation and cooling components at City park properties and facilities (Services) at an hourly rate of Eighty Five Dollars (\$85.00) plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred and Fifty Six Dollars (\$156.00) plus supplies. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action (emergencies), may be billed at an emergency hourly rate of One Hundred and Fifty Six Dollars (\$156) plus supplies.

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 Sunday December 31, 2017, 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 the following individuals as the Department's Project Manager:

Aaron Craig for Golf Course; Chelsea Price or Don Foddril for Pools; and Hsiung Marler for Frank Southern Center.

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. Upon agreement with both parties this agreement may be extended for one year.

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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Aaron Craig for Golf Course; Chelsea Price or Don Foddril for Pools; and Hsiung Marler for Frank Southern Center 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 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 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: Aaron Craig – Golf Course or Chelsea Price and/or Don Fodrill - Pools, Hsuing Marler- Frank Southern Center 401 N. Morton, Bloomington, IN 47402. **Consultant:** Commercial Service of Bloomington, INC, P.O. Box 91, Bloomington, IN 47402-0091. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

Commercial Service of Bloomington, INC.

Name and Title

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 _____, 2017.

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 _____, 2017.

Commercial Service of Bloomington, 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 _____, 2017.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

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

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and DEEM, LLC. ("Consultant").

Article 1. Scope of Services Consultant will repair, at City park properties and facilities (Services):

Provisions of services at an hourly rate of Ninety-Five Dollars (\$95) per technician plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Forty-Two Dollars and Fifty Cents (\$142.50) per technician plus materials. Consultant may charge a Fifty-Five Dollar truck charge.

Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate One Hundred Forty-Two Dollars and Fifty Cents (\$142.50) per technician plus materials.

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 Sunday December 31, 2017, 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 Hsiung Marler, 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. Upon agreement with both parties this agreement may be extended for one year.

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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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 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 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: Hsiung Marler , 401 N. Morton, Bloomington, IN 47402. Consultant: DEEM, LLC, 6831 East 32nd Street, Ste 200, Indianapolis, IN 46226.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

DEEM, LLC

Philippa M. Guthrie, Corporation Counsel

Name and Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 _____, 2017.

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 _____, 2017.

DEEM, 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 _____, 2017.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND GOOLDY & SONS, INC

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Gooldy & Sons, INC. ("Consultant").

Article 1. Scope of Services Consultant will repair, adjust, and/or replace concession equipment/appliances at City park properties and facilities (Services) at an hourly rate of Seventy Six Dollars (\$76.00) plus materials. Consultant shall provide the Services for a set price per hour Monday – Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Fourteen Dollars (\$114.00) plus materials. Consultant may charge a Ten Dollar (\$10.00) trip fee in Monroe County.

Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate One Hundred Fourteen Dollars (\$114.00) plus materials.

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 Sunday December 31, 2017, 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 Chelsea Price and/or Don Fodrill for Pools; and Hsuing Marler for Frank Southern Center 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. Upon agreement with both parties this agreement may be extended for one year.

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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Chelsea Price and/or Don Fodrill for Pools; and Hsuing Marler for Frank Southern Center, 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 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 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: Chelsea Price and/or Don Foddrill for Pools and Hsuing Marler for Frank Southern Center, 401 N. Morton, Bloomington, IN 47402.** **Consultant: Gooldy & Sons INC, 926 West 17th St., Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

Gooldy & Sons, INC.

Name of Signatory and Title

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 _____, 2017.

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 _____, 2017.

Gooldy & Sons, 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 _____, 2017.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND INDIANA DOOR & HARDWARE SPECIALTIES, INC

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Indiana Door & Hardware Specialties, Inc. ("Consultant").

Article 1. Scope of Services Consultant will repair, adjust, and/or replace doors at City park properties and facilities (Services) at an hourly rate of Seventy Five Dollars (\$75.00) for the first (1) hour and Sixty Dollars (\$60.00) for each additional hour, with a minimum of one (1) hour charge, plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of Ninety Dollars (\$90.00) with a minimum of one (1) hour charge, plus materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Ninety dollars (\$90.00) with a minimum of one (1) hour charge, plus materials.

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 Sunday December 31, 2017, 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 Hsiung Marler and/or Chris Lamb for Frank Southern Center, Chelsea Price for Pools, Aaron Craig for Golf Course 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. Upon agreement with both parties this agreement may be extended for one year.

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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler and/or Chris Lamb for Frank Southern Center, Chelsea Price for Pools, Aaron Craig for Golf Course 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 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 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: Hsiung Marler and/or Chris Lamb for Frank Southern, Chelsea Price for Pools, Aaron Craig for Golf Course 401 N. Morton, Bloomington, IN 47402. Consultant: Indiana Door & Hardware Specialties, INC. P.O. box 278, Bloomington, IN 47402-0278.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

Indiana Door & Hardware Specialties, INC

Name of Signatory and Title

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 _____, 2017.

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 _____, 2017.

Indiana Door & Hardware Specialties, 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 _____, 2017.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND KELLER HEATING & AIR CONDITIONING, INC

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Keller Heating & Air conditioning, Inc. ("Consultant"),

Article 1. Scope of Services Consultant will repair, adjust, and maintain heating and air conditioning units at City park properties and facilities (Services) at an hourly rate of One Hundred Dollars (\$100.00), with a minimum of one (1) hour charge plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Fifty Dollars (\$150) with a minimum of one (1) hour charge plus materials.

Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred and Fifty Dollars (\$150) with a minimum of one (1) hour charge plus materials.

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 Sunday December 31, 2017, 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 Hsiung Marler for Frank Southern Center, Aaron Craig for Golf Course, Chelsea Price for Pools 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. Upon agreement with both parties this agreement may be extended for one year.

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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler for Frank Southern Center, Aaron Craig for Golf Course, Chelsea Price for Pools 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 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 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: Hsiung Marler for Frank Southern Center, Aaron Craig for Golf Course, Chelsea Price for Pools 401 N. Morton, Bloomington, IN 47402. Consultant: Keller Heating & Air Conditioning, INC 318 North Rogers Street, Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

Keller Heating & Air Conditioning, INC

Name and Title

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 _____, 2017.

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 _____, 2017.

Keller Heating & Air Conditioning, 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 _____, 2017.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

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

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Koorsen Fire & Security ("Consultant").

Article 1. Scope of Services Consultant shall provide Fire and Security Protection ("Services") at an hourly rate of Eight Five Dollars (\$85.00). Consultant shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred and Fourteen Dollars (\$114).

Parks Department would give consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred Fourteen Dollars (\$114).

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2017, 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 Chelsea Price and/or Don Fodril 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. Upon agreement by both parties this agreement may be extended for one year.

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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Chelsea Price, 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 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 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: Chelsea Price Project Manager, 401 N. Morton, Bloomington, IN 47402. Consultant: Koorsen Fire & Security 4710 W Vernal Pike Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

Koorsen Fire & Security

Name and Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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) (Kooresen Fire and Security)
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 _____, 2017.

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 _____, 2017.

Kooresen 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 _____, 2017.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PRICE ELECTRIC, INC

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Price Electric, Inc. ("Consultant").

Article 1. Scope of Services Consultant will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities ("Services") at an hourly rate of Fifty Five Dollars (\$55.00), with a minimum of one (1) hour charge plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of Eighty Two Dollars and Fifty Cents (\$82.50) with a minimum of one (1) hour charge plus materials. Consultant may charge a Twenty-Five Dollar (\$25.00) trip fee.

Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate Eighty-Two Dollars and Fifty Cents (\$82.50) with a minimum of one (1) hour charge plus materials.

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 Sunday December 31, 2017, 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 Hsiung Marler and/or Chris Lamb for Frank Southern Center, Aaron Craig for Golf Course, Chelsea Price for Pools 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. Upon agreement with both parties this agreement may be extended for one year.

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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler and/or Chris Lamb for Frank Southern Center, Aaron Craig for Golf Course, Chelsea Price for Pools, 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 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 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: Hsiung Marler and/or Chris Lamb for Frank Southern Center, Aaron Craig for Golf Course, Chelsea Price for Pools, 401 N. Morton, Bloomington, IN 47402. **Consultant:** Price Electric, INC, 724 E Thornton Drive, 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 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

CITY OF BLOOMINGTON

Price Electric, INC

Philippa M. Guthrie, Corporation Counsel

Jim Britton, President

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 _____, 2017.

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 _____, 2017.

Price Electric, 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 _____, 2017.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND R&S PLUMBING, INC

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and R&S Plumbing, Inc. ("Consultant").

Article 1. Scope of Services Consultant will repair, adjust, and/or replace plumbing pipes and fixtures at City park properties and facilities ("Services") at an hourly rate of Eighty Five (\$85.00) plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Fifty Six Dollars plus materials.

Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred and Fifty Six Dollars plus materials.

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 Sunday December 31, 2017, 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 Aaron Craig for Golf Course/Chelsea Price and/or Don Foddril for Pools, Hsuing Marler for Frank Southern Center 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. Upon agreement with both parties this agreement may be extended for one year.

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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Aaron Craig for Golf Course, Chelsea Price and/or Don Foddril for Pools, Hsuing Marler for Frank Southern Center 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 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 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: Aaron Craig for Golf Course/Chelsea Price and/or Don Foddril for Pools, Hsuing Marler for Frank Southern Center 401 N. Morton, Bloomington, IN 47402. **Consultant:** R&S Plumbing, INC. P.O. Box 91, Bloomington, IN 47402. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

R&S Plumbing, INC.

Philippa M. Guthrie, Corporation Counsel

Charlie Laughlin, Vice President

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 _____, 2017.

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 _____, 2017.

R&S Plumbing, 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 _____, 2017.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND SPEAR CORPORATION

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Spear Corporation. ("Consultant").

Article 1. Scope of Services Consultant will repair, adjust, and/or replace pool pumps and pool equipment at City park properties and facilities ("Services") at an hourly rate of One Hundred and Ten Dollars (\$110.00) plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Fifteen Dollars (\$115.00) plus materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate One Hundred Fifteen Dollars (\$115.00) and a Holiday hourly rate of Two Hundred Twenty Dollar (\$220.00) plus materials.

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 Sunday December 31, 2017, 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 Chelsea Price and/or Don Fodril 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. Upon agreement with both parties this agreement may be extended for one year.

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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Chelsea Price and/or Don Fodril, 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 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 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: **Chelsea Price and/or Don Fodril, 401 N. Morton, Bloomington, IN 47402. Consultant: Spear Corporation P.O. Box 3, Roachdale, IN 46172.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

Spear Corporation

Name and Title

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 _____, 2017.

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 _____, 2017.

Spear Corporation

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 _____, 2017.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND STEVE'S WELDING

This Agreement, entered into on this ____ day of _____, 201____, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Steve's Welding ("Consultant").

Article 1. Scope of Services Consultant will perform welding repairs at City park properties and facilities (Services) at an hourly rate of Sixty Five Dollars (\$65.00), with a minimum of one (1) hour charge plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of Ninety Dollars (\$90.00) with a minimum of one (1) hour charge plus materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Ninety Dollars (\$90.00) with a minimum of one (1) hour charge plus materials.

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 Sunday December 31, 2017, 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 Hsiung Marler for Frank Southern Center, Aaron Craig for Golf Course, Chelsea Price for Pools 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. Upon agreement with both parties this agreement may be extended for one year.

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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marler for Frank Southern Center, Aaron Craig for Golf Course, Chelsea Price for Pools 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 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 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: Hsiung Marler for Frank Southern Center, Aaron Craig for Golf Course, Chelsea Price for Pools** 401 N. Morton, Bloomington, IN 47402. **Consultant:** Steve's Welding, 2507 West Third Street, Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Steve's Welding

Philippa M. Guthrie, Corporation Counsel

Steve G Wright

CITY OF BLOOMINGTON PARKS AND RECREATION

Title

Paula McDevitt, Director

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 _____, 2017.

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 _____, 2017.

Steve's Welding

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 _____, 2017.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND YOUNG PLUMBING & MECHANICAL, INC

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Young Plumbing & Mechanical, Inc. ("Consultant").

Article 1. Scope of Services Consultant will repair, adjust, and/or replace plumbing fixtures at City park properties and facilities (Services) at an hourly rate of Ninety dollars (\$90.00) for a one-person job and One Hundred Fifty Dollars (\$150) for a two-person job plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Thirty-Five Dollars (\$135) for a one-person job and Two Hundred Twenty-Five Dollars (225) for a two-person job, with a minimum of one (1) hours charge plus materials and a Five Dollar (\$5.00) truck charge.

Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of One Hundred Thirty-Five Dollars (\$135) for a one-person job and Two Hundred Twenty-Five Dollars for a two-person job with a minimum of one (1) hour charge plus materials.

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 Sunday December 31, 2017, 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 Hsiung Marler for Frank Southern Center, Aaron Craig for Golf Course, Chelsea Price for Pools 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. Upon agreement with both parties this agreement may be extended for one year.

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 Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hsiung Marled for Frank Southern Center, Aaron Craig for Golf Course, Chelsea Price for Pools 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 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 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: Hsiung Marler for Frank Southern Center, Aaron Craig for Golf Course, Chelsea Price for Pools 401 N. Morton, Bloomington, IN 47402. **Consultant:** Young Plumbing & Mechanical, INC. 5161 North Old State Road 37, Bloomington, IN 47408. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

Young Plumbing & Mechanical, Inc.

Name and Title

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 _____, 2017.

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 _____, 2017.

Young Plumbing & Mechanical, Inc.

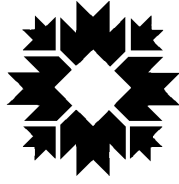
By: _____

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 _____, 2017.

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-19
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: John Turnbull
DATE: April 18, 2017
SUBJECT: REVIEW/APPROVAL OF CONTRACT WITH BAKER STONE WORK

Recommendation

Staff recommends the approval of this contract with Baker Stone Work for \$20,400.

Background

This project is part of the general obligation bond projects. It is also a subset project of the large Twin Lakes Recreation Center of water envelop and drainage that estimates at \$231,000. This step was recommended by Specialty Engineering Group in a service contract earlier in 2017.

The specifications are to generally rout and seal all cracks in exterior block, replace broken concrete blocks, remove and replace a metal door/frame that allows water to enter, and seal all penetrations through the foundation. Three quotes were received and this one is the most responsive and responsible. This vendor has a very good reputation with mason work and this type of building sealing.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BAKER STONE WORK
FOR
TWIN LAKES RECREATION CENTER**

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Baker Stone Work (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to repair wall systems to watertight envelope; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform repair wall systems to watertight envelope (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, 2017, 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 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 Twenty Thousand Four Hundred (\$20,400).

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
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 by October 31, 2017. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$2,000,000 annual aggregate.

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

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	Baker Stone Work
Attn: Daren Eads	Attn: Charley Nelson
401 N. Morton, Suite 250	1545 Hupp Road
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 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

Baker Stone Work

Philippa M. Guthrie, Corporation Counsel

Charley Nelson

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:

- Cut out all caulking in control joints and re caulk
- Cut out and replace any broken concrete blocks
- Grind out any cracks in concrete foundation and fill using epoxy
- Seal all penetrations through foundation
- Remove existing steel door on west side and replace
- Form and pour landing outside of new door
- Clean and seal all exterior masonry

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 _____, 2017.

Baker Stone Work

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 _____, 2017.

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-20
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: John Turnbull
DATE: April 18, 2017
SUBJECT: REVIEW/APPROVAL OF CONTRACT WITH SUNSET HILL FENCE TO
FENCE TWIN LAKES SPORTS PARK AND WINSLOW SPORTS PARK
MAINTENANCE AREAS.

Recommendation

Staff recommends the approval of this contract with Sunset Hill Fence Co. for \$20,107.

Background

This project is part of the general obligation bond projects. This allows our areas to hide some unsightly maintenance areas that have equipment or items stored outside and also to provide more security to our equipment and buildings that house vehicles and equipment. The original idea was also to concrete the surfaces to be fenced, however we feel the surface has great compaction and the concrete would be an unnecessary expense that would be abused.

Specifications were sent out to five fence vendors for this project. Sunset Hill Fence Co. was the only one returned but it was very competitive based on benchmark measures. The budgeted amount for this project was \$40,000 and the quote came in at \$20,107. This is to fence in two maintenance buildings at ballfield locations and also some small related repair work at the ballfields to correct depreciation.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SUNSET HILL FENCE CO.
FOR
MAINTENANCE BUILDING FENCING**

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Sunset Hill Fence Co. (“Contractor”).

WITNESSETH:

WHEREAS, the Department wishes to fence in ballfield maintenance areas; and

WHEREAS, the Department requires services in order to perform fencing construction (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 September 1, 2017, 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 John Turnbull 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 the amount of Twenty Thousand One Hundred Seven dollars (\$20,107).

Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

John Turnbull
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 by September 1, 2017. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Sunset Hill Fence Co.
Attn: John Turnbull	Rhoten Sowder
401 N. Morton, Suite 250	1440 West Bloomfield Road
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 Contractor.

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

SUNSET HILL FENCE CO.

Philippa M. Guthrie, Corporation Counsel

Rhoten Sowder, Owner

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:

Installation at Twin Lakes Sports Park per March 3, 2017 specification document that details the following:

Install approximately 240 feet of 8 foot high chain Link fencing, black vinyl coated, 8 gauge, galvanized before weaving.

Install one 12 foot gate and one 4 foot gate per specifications.

Provide bottom tension wire of 7 gauge and fasten with commercial grade ties.

Provide a top rail 1 5/8 inch horizontal the entire top of fence with commercial grade ties.

Provide middle support rail 1 5/8 inch horizontal the entire length with commercial grade ties.

This portion of the job was bid at \$8,604.

Installation at Winslow Sports Park per March 3, 2017 specification document that details the following:

Install approximately 230 feet of 8 foot high chain Link fencing, black vinyl coated, 8 gauge, galvanized before weaving.

Install two 12 foot gates per specifications.

Provide bottom tension wire of 7 gauge and fasten with commercial grade ties.

Provide a top rail 1 5/8 inch horizontal the entire top of fence with commercial grade ties.

Provide middle support rail 1 5/8 inch horizontal the entire length with commercial grade ties.

This portion of the job was bid at \$8,283.

Related youth ballfield repair on backstop with same 8 gauge, galvanized before weaving fencing. Horizontal support rail addition that is 1 5/8 inch and tied with commercial grade ties. Addition of one gate of 4 feet to retrieve foul balls. This portion was bid at \$3,220.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

10

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

Rhoten Sowder, Sunset Hill Fence Co.

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 _____, 2017.

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-21
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee Huss, Urban Forester
DATE: April 10, 2017
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH
BLOOMINGTON COMMUNITY ORCHARD**

Recommendation

It is recommended the Board approve the 2017 Partnership Agreement with the Bloomington Community Orchard (BCO). This will be a two year agreement. It includes additional land, approximately 1 acre, at the Winslow Sports Complex for the creation of a nut tree grove. This will eliminate the need for mowing of turf grass in this area.

Background

This agreement outlines a program partnership to create the Orchard as a community orchard at Winslow Woods Park that will provide fruit-growing and sharing experiences for community members, produce food to be distributed to community members, and provide a venue for free educational classes. The Orchard is a publicly-owned, volunteer-maintained fruit park. The Orchard covers an area approximately one acre in size, located south of the Willie Streeter Community Gardens and the playground in Winslow Woods Park.

The current partnership agreement has been in effect since 2012.

RESPECTFULLY SUBMITTED,

Lee Huss, Urban Forester



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of _____, 2017 by and between the Bloomington Parks and Recreation Department (BPRD) and the Bloomington Community Orchard Co., an Indiana non-profit corporation ("BCO"), WITNESSETH:

WHEREAS, BCO and BPRD desire to cooperate in the development and implementation of a community orchard (the "Orchard") at 2120 S. Highland Avenue in Winslow Woods Park; and

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership to create the Orchard as a community orchard at Winslow Woods Park that will provide fruit-growing and sharing experiences for community members, produce food to be distributed to community members, and provide a venue for free educational classes. The Orchard is a publicly-owned, volunteer-maintained fruit park. The Orchard will comprise an area approximately one acre in size, located south of the Willie Streeter Community Gardens and the playground in Winslow Woods Park.

2.0 Duration of Agreement:

This Agreement shall begin on the date first set forth, and run through December 2019 unless terminated earlier as provided in Section 8 herein. The partners may agree in writing to renew or extend the term of the Agreement.

3.0 Bloomington Parks & Recreation Department

a. The goal of BPRD is to assist with the development and maintenance of the Orchard in cooperation with BCO.

- b. BPRD may agree to coordinate and assist BCO with certain purchases made by BCO for the Orchard, provided that all such purchases must be agreed upon by BPRD in advance of the purchase. This section in no way obligates BPRD for any financial commitment in connection with any purchases for the Orchard on behalf of BCO.
- c. BPRD agrees to provide the site for the Orchard, including the fenced-in orchard; the compost area at the south-western boundary of the fenced orchard (“Compost Area”); paths connecting the fenced-in orchard and the Compost Area; and possible future expansion north of the fenced in orchard up to the perimeter of the playground at such time as both partners agree to said expansion and this Agreement is amended to provide for such expansion.
- d. BPRD agrees to assist in fulfilling BCO’s water needs for the Orchard, including provision of a water trailer when reasonably needed and agreed upon between the partners. BPRD will set the annual cost for each fill-up and delivery of the water trailer and will invoice the BCO annually. The partners will consider the potential for water catchment as a future plan for meeting the Orchard’s water needs.
- e. BPRD will assist with mulch acquisition and delivery of materials to the site when both partners agree.
- f. BPRD agrees to provide off-site storage of compostable materials and delivery to the orchard site when agreed upon by both partners.
- g. BPRD agrees to promote the Orchard in its Program Guide, The City of Bloomington Volunteer Network list-serve, and other appropriate venues.
- h. BPRD agrees to include BCO representatives in discussions related to the future planning and construction of accessible routes to the Orchard.
- i. BPRD will promote the BCO free classes on Orchard Management and other topics in the Parks Program Guide, through the Community Gardening Program (CGP) Gardening Classes flier and other CGP promotional channels.
- j. BPRD will create a promotional flier for CGP and Orchard classes for each Program Guide season and provide the Orchard with copies or the means to create copies of the same.
- k. BPRD agrees to mow the grass outside the fenced area of the Orchard.
- l. BPRD agrees to provide one staff person to participate in meetings related to this Agreement.

4.0 Bloomington Community Orchard

- a. The goal of BCO is to enrich communities through growing and sharing fruit.
- b. BCO agrees to oversee and maintain the Orchard and its site(s), including the Compost Area and the paths between the fenced area and the Compost Area, as well as, the nut tree grove at Winslow Sports Complex. BCO agrees to construct and maintain a BPRD-approved storage shed. BCO agrees to implement an aesthetically-pleasing and sustainable design for the

Orchard, maintain Orchard plantings, and assist with educational programs on-site and in other community locations.

c. BCO agrees to plan for distribution of the fruit harvested from the Orchard.

d. The BCO will offer free classes on orchard management, pay the instructors for these classes directly, and compensate BPRD \$50 for each class. Payments will be submitted for all classes in a given Program Guide season all at once and will be due within 30 days of the beginning of the Program Guide season (January 1, April 1, and September 1).

e. BCO will share with the CGP tracked data about the number of participants and evaluations from participants in the free classes.

f. BCO agrees to enlist, educate, and manage volunteers who will maintain and develop the Orchard and its site.

g. BCO agrees to maintain financial records related to the Orchard.

h. BCO will be responsible for removal of the shed at the Orchard within one month of termination or expiration of this Agreement. If BCO does not remove the shed in a timely manner upon termination or expiration of this Agreement, the shed and its contents shall become the property of BPRD.

i. BCO agrees to provide one BCO board member to participate in meetings related to this Agreement.

j. BCO agrees to pay for water trailer charges on an annual basis.

5.0 Terms Mutually Agreed to by Both Partners

a. The intent of this agreement is to document a mutually-beneficial partnership between BPRD and BCO.

b. The staff and personnel involved will at all times represent both partners in this Agreement in a professional manner and reflect the commitment of all partners to quality services and customer satisfaction.

c. The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.

d. Municipal code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside City of Bloomington facilities, and the consumption of alcoholic beverages on City of Bloomington property.

e. Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), BCO 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 BCO develops such a policy for its activities, the City may implement and enforce it. If BCO wishes to develop such a policy, it shall provide a copy of the policy to the City, which shall be attached to and made a part of this Agreement.

f. This Agreement and the services provided will be evaluated in April 2018.

6.0 Indemnification:

The BCO hereby agrees to indemnify, defend, and hold harmless BPRD against any and all liability in connection with the BCO's activities related to this partnership agreement and/or the BCO's operation of the Orchard, including the activities of its successors, agents, employees, contractors, or assigns, including, but not limited to, liability for bodily injury and/or damage to the property of any person, even if caused by negligence of release.

7.0 Insurance:

The BCO will furnish the City of Bloomington with a certificate of insurance upon execution of this Agreement. The BCO shall maintain comprehensive commercial general liability insurance. Coverage shall be in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington as an additional insured party, and the BCO shall provide the City of Bloomington with a certificate of insurance prior to the commencement of operations under this Agreement. The BCO and its insurer shall notify the City of Bloomington within ten (10) days of any cancellation to the aforementioned insurance.

8.0 Termination:

a. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2019 by mutual written agreement.

b. In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate this Agreement.

9.0 Notice:

a. Notice regarding any significant concerns or issues of non-compliance shall be given to the following contact persons:

Bloomington Parks & Recreation
Lee Huss
P. O. Box 848
Bloomington, IN 47402
812-349-3700

Bloomington Community Orchard
Josh David
1308 S. Palmer Ave.
Bloomington, IN 47401
812-360-8116

[Governance@BloomingtonCommunity Orchard.org](mailto:Governance@BloomingtonCommunityOrchard.org)

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

Bloomington Parks & Recreation
Lee Huss
P.O. Box 848
Bloomington, IN 47402
812-349-3716

Bloomington Community Orchard
Stephen Hale
2120 S. Highland
Bloomington, IN 47401
812-334-0922
Operations@BloomingtonCommunityOrchard.org

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

BLOOMINGTON COMMUNITY ORCHARD

By: _____

Printed name and title

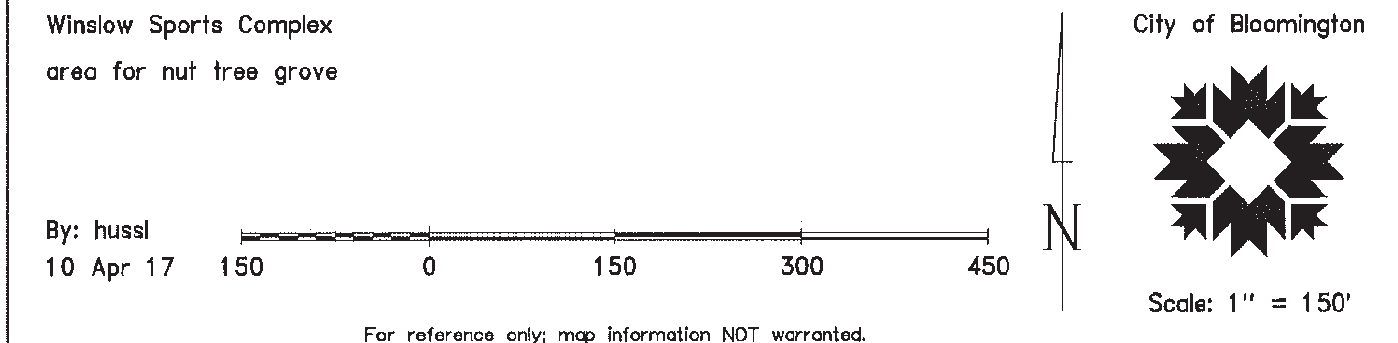
BLOOMINGTON PARKS AND RECREATION

By:

Paula McDevitt, Director

Leslie J. Coyne, President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel





CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-22
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee Huss, Urban Forester
DATE: April 10, 2017
SUBJECT: **REVIEW/APPROVAL OF CONTRACT WITH BARTLETT TREE EXPERTS**

Recommendation

Staff recommends the approval of the Contract with Bartlett Tree Experts for the pruning and/or removal of hazard trees (five trees total).

Background

Tree maintenance work to perform to clean and remove all dead, diseased, and broken branches one inch in diameter and larger throughout the crown and improve health, appearance, and reduce the risk of branch failure of a 44 inch dbh Burr Oak at TLRC and prune a 24 inch White Oak and remove a 24 inch two-stemmed Sugar Maple located at unimproved right-of-way at 1040 South Manor Road and prune two Pin Oaks located on East Southdowns Drive at Manor Road (this work cannot be completed by City Staff due to the close proximity of power lines).

RESPECTFULLY SUBMITTED,

Lee Huss
Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BARTLETT TREE EXPERTS
FOR
HAZARD TREE REMOVAL AND SELECTIVE PRUNING**

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bartlett Tree Experts (“Consultant”),

WITNESSETH:

WHEREAS, the Department wishes to contract with Bartlett Tree Experts; and

WHEREAS, the Department requires the services of a professional consultant in order to perform arboricultural maintenance to five City trees; 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 August 1, 2017, 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 Lee Huss, Urban Forester, 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 Four Hundred and Twenty Dollars (\$3420.00).

Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Lee Huss, Urban Forester
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 no later than August 1, 2017.

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		Bartlett Tree Experts
Attn: Lee Huss, Urban Forester		Richard Barker, Representative
401 N. Morton, Suite 250		P.O.Box 681521
Bloomington, Indiana 47402		Indianapolis, IN 46268

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

Bartlett Tree Experts

Philippa M. Guthrie, Corporation Counsel

Rick Barker, Sales Representative

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:

- Clean and remove all dead, diseased, and broken branches one inch in diameter and larger throughout the crown and improve health, appearance, and reduce the risk of branch failure of a 44 inch dbh Burr Oak at TLRC; and
- Prune a 24 inch White Oak located on unimproved right-of-way at 1040 South Manor Road; and
- Remove 24 inch two stem Sugar Maple and prune two Pin Oaks located on East Southdowns Drive at Manor Road (this work cannot be completed by City Staff due to the close proximity of power lines).

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 _____, 2017.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

Bartlett Tree Experts

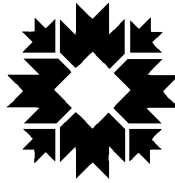
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

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-23
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee Huss, Urban Forester
DATE: April 10, 2017
SUBJECT: **Review/Approval of Spring 2017 Hazard Tree Removal in Bloomington Parks Contract**

Recommendation

Staff recommends the approval of removal of five hazard trees on Bloomington Park property by Mominee Tree, LLC.

Background

Removal of four Ash trees and one hazard Cherry tree, overhanging private property. All trees are located in Natural Areas that prohibit access by City Staff in the bucket truck, they must be climbed.

RESPECTFULLY SUBMITTED,

Lee Huss, Urban Forester

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND MOMINEE TREE, LLC.

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Mominee Tree, LLC. ("Consultant").

Article 1. Scope of Services Consultant shall provide Tree removal at three locations: RCA Community Park, Wapehani Mountain Bike Park, and Sherwood Oaks Park ("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 July 1, 2017, 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 Lee Huss, Urban Forester, 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 two-thousand dollars (\$2000.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Lee Huss, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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 no later than July 1, 2017 ("Schedule").

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$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: Lee Huss, Urban Forester, 401 N. Morton, Bloomington, IN 47402.** **Consultant:** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

Mominee Tree, LLC, 4101 East Boltinghouse Road, Bloomington, IN, 47408

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

Mominee Tree, LLC

Brett Mominee, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

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 _____, 2017.

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 _____, 2017.

Mominee Tree, LLC.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

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-24
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: April 25, 2017
SUBJECT: REVIEW/APPROVAL OF PARTNERS FOR FISH AND WILDLIFE PROGRAM
AGREEMENT TO PLANT A FIVE ACRE PRAIRIE AT THE GOAT FARM

Recommendation

Staff recommends approval of this agreement.

Background

Federal, state and local agencies throughout the U.S. are responding to drastic declines in pollinator populations by installing native plantings on public lands. The US Fish and Wildlife Partners for Fish and Wildlife program would provide expertise and \$2500 in funding for this project at the Goat Farm. The prairie would improve water quality, stabilize soil, sequester carbon, and provide important habitat for a great number of pollinator species.

RESPECTFULLY SUBMITTED,

Steve Cotter
Natural Resources Manager

Landowner Agreement No: INPLO-17-004

Cost Structure: FF03R7IN00

FXHC112103MON71

PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated **4/25/2017**, between **City of Bloomington Parks and Recreation Board of Park Commissioners** and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner(s) share(s) a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

between **City of Bloomington Parks and Recreation Board of Park Commissioners, PO Box 100 Bloomington, IN 47402**, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in **Monroe County, State of Indiana**, described as follows: all of, or within, **T8N R1W Sec 15**, (see attached map in Exhibit A. for details).

In signing this Agreement, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grants to the USFWS and any other cooperators signing this Agreement authority to complete the habitat improvement project or the Landowner(s) may personally carry out management activities with financial or material support as described in attached **Exhibit A**. Any donation of supplies or equipment to the Landowner for carrying out the habitat improvements is included in **Exhibit A**. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner(s) or other parties as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on **4/25/2027**. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. For these purposes, the total cost of the habitat improvements to the United States is agreed to be **\$2,500.00**

Landowner:

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantee(s) ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowner(s) will notify the USFWS of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner(s) agree(s) to allow access (with advance notice) to the USFWS to implement the project described in Exhibit A, and to monitor project success.

The Landowner(s) retain(s) all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must maintain the habitat restored under this award.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner(s). There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner(s) will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies in the application for the permit(s). The Landowner(s) agree(s) to identify USFWS contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

USFWS:

The USFWS will work with the Landowner(s) throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowner(s) property to implement the project described in the work plan, and to monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

Spatial Information Sharing: In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

☐ I, the Landowner, consent to having spatial information about this project shared with other conservation cooperators

☐ I, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators

Signatures:

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

Leslie J. Coyne President Board of Park Commissioners Date

Julia Kemnitz, USFWS Partners for Fish and Wildlife Program Biologist Date

Jeff Kiefer, USFWS Partners Program State Coordinator Date

EXHIBIT A

The habitat improvements described below are agreed to by between **City of Bloomington Parks and Recreation Board of Park Commissioners**, the USFWS, in a Landowner Agreement dated **4/25/2017**.

Landowner Contact Information:

Name: **City of Bloomington Parks and Recreation Board of Park Commissioners**

Mailing Address: **PO Box 100**

City: **Bloomington** State **IN** Zip code: **47402**

Telephone Numbers: Home: **812-349-3700** Cell: NA

Email: **mcdevitp@bloomington.in.gov**

Description of Habitat Improvement Project and Objectives:

This project with the Bloomington Parks and Recreation Board of Park Commissioners consists of a 5 acre pollinator planting in Monroe County, IN at the Goat Farm Property. The property is owned by the City of Bloomington Parks and Recreation Board of Park Commissioners and managed by the City of Bloomington Parks and Recreation Department. The Goat Farm is within the city of Bloomington and is used for recreational purposes and a passive greenspace. USFWS will work with the Parks Department and the IDNR to plant a diverse, native seed mix to benefit pollinators and grassland birds with a seed mix provided in part by the USFWS. Benefits to pollinators, such as the monarch butterfly, will be encouraged by planting numerous forbs, including common milkweed and swamp milkweed, along with other necessary nectar plants. Furthermore, the diverse mix of forbs will provide nectar sources for all of the bloom periods of the growing season. Benefits to grassland birds include improved nesting and brood rearing cover and increased foraging opportunities based on the diverse seed mix. The project will also benefit brown thrashers, Eastern bluebirds, and Eastern meadowlarks.

Educational signage will also be installed with the help of the IDNR to promote educational opportunities for the community. The Goat Farm is located along Jackson Creek Trail, a popular recreational trail in Bloomington utilized by the surrounding neighborhoods and general public. It also connects the property to Sherwood Oaks Park and the Childs School, which will create valuable educational opportunities to schoolchildren and park visitors.

The restoration will initially focus on eradicating the dominant herbaceous cover, primarily tall fescue and Canada thistle in the spring of 2017. After adequate site preparation (ie. minimal thatch and weed competition, firm seedbed) has been achieved, the native seed mixture will be drilled with a no-till drill. It is recommended, weather dependent, that planting take place May 15 - June 15. Planting mixes are attached as "Proposed Seed Plan".

The Landowner, with technical assistance from the Partners biologist, will ensure an adequate weed management plan (mowing) is followed to yield the best 1st-2nd year results for vegetation establishment for migratory birds and pollinators. The Partners Biologist provided seeding recommendations, coordinated restoration activities with the Landowner and IDNR, and coordinated with the nurseries on the seed mix.

USFWS will:

1. Develop and provide the landowner with native prairie planting plan for successful establishment of a diverse, native prairie mix on 5 acres. Consulting with the landowner, a final prescription was developed with a budget. The biologist will work with the landowner to ensure the project meets expectations. USFWS will continue to monitor and provide management recommendations to the landowner as necessary.
2. Provide cost-share as outlined in the budget for the purchase of a diverse, native prairie mix, and coordinate restoration activities with the landowner and other partners.
3. Upon completion of the project, conduct a final inspection and review maintenance and management requirements with the cooperator.

The Landowner(s) will:

1. Establish the native prairie on the 5 acre prairie planting area.
2. Provide the remaining cost-share to implement and establish the planting (e.g. site preparation mowing, spraying, planting, and establishment mowing) as described in the budget and corresponding budget narrative.
3. Assume all responsibilities for maintaining the site with a combination of mowing, spot spraying invasive species, prescribed grazing, or other appropriate practices. Any prescribed burning will be conducted with an approved burn plan that can be obtained from either the IDNR District Wildlife Biologist or from an outside consulting firm.

Budget Table:

Object Class Categories ^a	Contributing Partners				
	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	Totals
Personnel	\$	\$	\$	\$	\$
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Supplies	\$1,277.00	\$2,500.00	\$	\$1,550.00	\$5,327.00
Contractual	\$50.00	\$	\$	\$450.00	\$500.00
Other (In-kind)	\$1,750.00	\$	\$	\$	\$1,750.00
Other	\$	\$	\$	\$	\$
Totals	\$3,077.00	\$2,500.00	\$	\$2,000.00	\$7,577.00

^aThe total cost-share by the Cooperator, Service and Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the Service

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

Budget Narrative:

FWS will contribute \$2,500.00 to purchase a portion of the diverse, native seed mix that will be planted on the 5 acres. City of Bloomington Parks and Recreation will contribute a cost share of at least \$3,077.00 for the following activities: site prep mowing, prepare & plant the site, contribute \$277.00 for the native seed mix, complete follow up mowing, and contribute \$1,000 for educational signage. The IDNR will contribute \$2,000.00 to go toward herbicide & herbicide application and the seed mix.

The following is a breakdown of the aforementioned categorical cost estimates:

Supplies:

USFWS: Diverse, native seed mix x 5 acres	\$2,500.00
IDNR: Herbicide	\$50.00
Diverse, native seed mix x 5 acres	\$1,500.00
City of Bloomington: Educational Signage	\$1,000.00
Diverse, native seed mix x 5 acres	\$277.00

Subtotal: \$5,327.00

Contractual:

City of Bloomington: Herbicide Application x2	\$50.00
IDNR: Herbicide Application x2	\$450.00

Subtotal: \$500.00

FWS NonOBL
08/14

In-kind:

City of Bloomington: Mowing (site prep)	\$250.00
Planting with no-till drill (\$100/acre)	\$500.00
Mowing x2/year for 2 years (\$50/acre)	\$1,000.00

Subtotal: \$1,750.00

Total Project Cost: \$7,577.00

Cost share amounts are based on current market prices from established restoration vendors that federal, state, and non-profit agencies and organizations use to complete wildlife management and restoration projects.

ATTACHMENT A
TO
AGREEMENT BETWEEN THE U.S. FISH and WILDLIFE SERVICE
AND
CITY OF BLOOMINGTON DEPARTMENT OF PARKS AND RECREATION

U.S. Fish and Wildlife Service (USFWS) is required to enroll and verify the work eligibility statuses of all newly hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) USFWS shall sign an affidavit, attached as Exhibit 1, affirming that USFWS does not knowingly employ an unauthorized alien. Exhibit 1 is attached to and made a part of this Agreement.

“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.

USFWS

By: _____

Printed: _____

Title: _____

City of Bloomington Department of Parks and Recreation

By: _____

Printed: _____

Title: _____

Exhibit 1

E-Verify Affidavit

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

1. The undersigned is the _____ of USFWS.
(job title)
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 State Code 1324a(h)(3).
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.

Signature

Printed Name

STATE OF _____)
)
COUNTY OF _____)

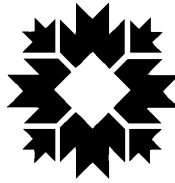
Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

Notary Public

Printed Name

My Commission Expires: _____

County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: D2
Date: 4/25/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Marcia Veldman, Program/Facility Coordinator
DATE: April 25, 2017
SUBJECT: FARMERS' MARKET ADVISORY COUNCIL ANNUAL REPORT

Background

Leslie Burns, Farmers' Market Advisory Council Chair, will deliver the annual report from the Council.

RESPECTFULLY SUBMITTED,

Marcia Veldman
Program/Facility Coordinator