



**CITY OF BLOOMINGTON**  
Parks and Recreation

**AGENDA**

City of Bloomington Board of Park Commissioners  
Regular Meeting: Tuesday, May 21, 2019 4:00pm – 5:30pm

Council Chambers  
401 North Morton

**CALL TO ORDER - ROLL CALL**

**A. CONSENT CALENDAR**

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

**B. PUBLIC HEARINGS/APPEARANCES**

- B-1. Public Comment Period -
- B-2. Bravo Award - EcoLogic (Sarah Owen)
- B-3. Parks Partner Award -
- B-4. Staff Introductions - Interns:  
Emily Rotundo (Community Events)  
Caitlin Mattingly (Health/Wellness)

**C. OTHER BUSINESS**

- C-1. Review/Approval of partnership agreement with IU Health Bloomington (Jess Klein)
- C-2. Review/Approval of contract with Wilds Security for July 4<sup>th</sup> Parade (Bill Ream)
- C-3. Review/Approval of contract with Professional Golfcar Corporation for July 4<sup>th</sup> Parade golf cart rental (Bill Ream)
- C-4. Review/Approval of partnership agreement with Downtown Bloomington Inc. for July 4<sup>th</sup> Parade (Bill Ream)
- C-5. Review/Approval of contract with Southside Rental for tent rentals (Bill Ream)
- C-6. Review/Approval of partnership agreement with Code and Key Escape Rooms (Bill Ream)
- C-7. Review/Approval of agreement for program services with Theta Chi fraternity (Bill Ream)
- C-8. Review/Approval of partnership grant agreement with Summer STAR Foundation for Banneker Summer Nature Days (Steve Cotter)
- C-9. Review/Approval of contract addendum with Tabor Bruce Architects (John Turnbull)
- C-10. Review/Approval of lease agreement for golf cars purchase (John Turnbull)
- C-11. Review/Approval of contract with Bledsoe, Riggert, Cooper, & James (Barb Dunbar)
- C-12. Review/Approval of contract addendum with Izzy's Rental (Barb Dunbar)
- C-13. Review/Approval of contract addendum with Cornerstone PDS (Dave Williams)
- C-14. Review/Approval of contract with Bartlett Tree Experts for tree pruning and cutting (Lee Huss)
- C-15. Review/Approval of contract addendum with Davey Trees (Lee Huss)
- C-16. Review/Approval of partnership agreement with Middleway House for use of Mills Pool (Mark Sterner)
- C-17. Review/Approval of contract with Nashville Party Rental (Marcia Veldman)

**D.     REPORTS**

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

**ADJOURNMENT**



A-1  
**5-21-19**

Board of Park Commissioners  
Regular Meeting  
Minutes

Tuesday, April 23, 2019  
4:00 p.m. – 5:30 p.m.

Council Chambers  
401 N. Morton St.

**CALL TO ORDER**

The meeting was called to order by Les Coyne at 4:04 p.m.

**Board Present:** Joe Hoffman, Kathleen Mills and Lisa Thatcher

**Staff Present:** Paula McDevitt, Dave Williams, John Turnbull, Becky Higgins, Julie Ramey, Mark Sterner, Kim Clapp, Leslie Brinson, Barb Dunbar, Joanna Sparks, Marcia Veldman, Elizabeth Tompkins, Bill Reams, Lee Huss, Sarah Owen, Sarah Mullin, and Chelsea Price.

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of March 26, 2019 and April 4, 2019 meetings
- A-2. Approval of Claims Submitted March 25<sup>th</sup> through April 22<sup>nd</sup>
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

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

**B. PUBLIC HEARINGS/APPEARANCES**

**B-1. Public Comment Period** – None

**B-2. Bravo Award**

*Sarah Owen, Community Relations Coordinator* the Department would like to recognize Susan Sullivan with the April Bravo Award. Since 2013, Susan has volunteered her services at Leonard Springs Nature Day (LSND) program. As a LSND Station Facilitator, she explains the importance of wetlands and the habitat they provide to the sixth-grade visitors. Its volunteers like Susan that make the LSND program a great success. The Department would like to thank Susan Sullivan for her time she has dedicated to this program.

*Susan Sullivan approached the podium.* Susan thanked the Board for the opportunity to participate in this program. Leonard Springs is a beautiful park, and it is fun to be out there with the birds, nature, and the kids.

*The Board* thank Susan for her time and commitment to this program.

**B-3. Parks Partner Award** – None

**B-4. Staff Introduction** – None

**C. OTHER BUSINESS**

**C-1. Review/Approval of Service Agreement with Big Bounce Fun House Rentals**

*Bill Ream, Community Events Coordinator*, the Department wishes to provide entertainment for children at 2019 events. The Department requires the services of a professional consultant to provide rental, set up, and dismantle of bounce houses, and other equipment at various events throughout the 2019 season. The Department shall pay contractor for all fees and expenses in an amount not to exceed \$2,320. Staff recommends the approval of this contract with Big Bounce Fun House.

*Joe Hoffmann* motioned to approve the service agreement with Big Bounce Fun House Rentals. *Lisa Thatcher* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

**C-2 Review/Approval of Contract for Griffy Lake Aquatic Vegetation Management**

*Elizabeth Tompkins, Natural Resources Coordinator* the Department wishes to update the Griffy Lake Aquatic Vegetation Management Plan, and control invasive species in Griffy Lake. The Department requires the services of a professional consultant for; pre-treatment distribution map for each exotic species, post-treatment Tier II Survey, post-treatment map with the herbicide(s) and acreage, public meeting to present results, permit meeting with DNR and local sponsors, plan update document preparation and treat Eurasian Watermilfoil. Staff recommends approval of this contract to Aquatic Control Inc. in the amount of \$14,500. BPR has been awarded \$11,600 of grant funding for this project, remaining \$2,900 will be funded from Natural Resources General Fund. Contract is pending final grant approval from Indiana Department of Natural Resources.

*Joe Hoffmann* motioned to approve the contract with Aquatic Control Inc. *Lisa Thatcher* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. The motion was unanimously carried.

**C-3 Review/Approval of Contract with Bledsoe, Riggert, Cooper, James**

*Joanna Sparks, City Landscaper* the Department wishes to remove invasive species at Park Ridge East Park. The Department requires the services of a professional consultant to clarify the property boundaries. Consultant shall provide a final survey as well as complete all agreed upon services. Staff recommends approval of contact with Bledsoe, Riggert, Cooper, James in the amount of \$1,850. Funding source for this project will be Landscaping General Fund.

The Board inquired, once the boundaries are established, will the department need to work with the neighbors in regards to the invasive species on their property.

Joanna responded, the Park Ridge Neighborhood Association is actively engaged in this program. Part of their grant process, was to get the support of the neighborhood. The neighbors know what is happening and are to remove invasive species on their property. Monroe County Reduce Invasive Species also works in this neighborhood.

The Board inquired, who owns the property east of the park.

Joanna responded, the property east of the park is an absentee owner. Parks watershed flows to this property. When the department gets control of the invasive species in the park, it will in turn help cut down on the invasive species on the property east of the park.

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

**C-4 Review/Approval of Partnership Agreement with Monroe County History Center**

*Crystal Ritter, Community Events Coordinator* the Department wishes to provide cemetery tours of Rose Hill Cemetery for the benefit of the general public. The purpose of this Agreement is to outline a program partnership that will provide educational and engaging cemetery tours through the “Dearly Departed Cemetery Tours” program, by



combining resources from each partner. Staff recommends approval of this Partnership Agreement with Monroe County History Center. Gross revenue will be split 50/50.

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

#### **C-5 Review/Approval of Partnership Agreement with Volunteers in Medicine**

*Marcia Veldman, Farmers' Market Coordinator* the Department wishes to cooperate with Volunteers in Medicine to provide MarketRx Bucks to people enrolled in Volunteers in Medicines Diabetes Self-Management Education and Support (DSMES) program. By combining the resources of both partners, enrolled participants will receive \$30 vouchers for MarketRx Bucks at the two and four week period of the program. MarketRx Bucks will give participants access to locally sourced farm-fresh fruits and vegetables. Staff recommends approval of this Partnership Agreement with Volunteers in Medicine.

*Joe Hoffmann* made a motion to approve the partnership agreement with Volunteers in Medicine. *Lisa Thatcher* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

#### **C-6 Review/Approval of Appointment to Farmers' Market Advisory Council**

*Marcia Veldman, Farmers' Market Coordinator*, staff recommends the appointment of Robin Kitowski to the Farmers' Market Council, to fill the open farmer representative position. A notice regarding the position was placed in the newsletter of the Bloomington Community Farmers' Market. One application was received.

*Joe Hoffmann* made a motion to approve the appointment to Farmers' Market Advisory Council. *Lisa Thatcher* seconded the motion. *Kathleen Mills* any public comments or questions, seeing none. Motion unanimously carried.

#### **C-7 Review/Approval of Contract with SPEAR Corporation**

*Chelsea Price, Aquatic/Program Coordinator* the department wishes to keep Mills and Bryan Park pools in good working condition. The Department requires the services of a professional contractor to provide necessary repairs to pool pumps and equipment on a routine and emergency services as the need arises. Staff recommends approval of this contract with SPEAR Corporation in the amount not to exceed \$4,000. Funding source will be Bryan Pool and Mills Pool General Fund and Non-Reverting Funds.

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

#### **C-8 Review/Approval of Contract with Bartlett Tree Experts**

*Lee Huss, Urban Forester* the Department wishes to continue treating for the Emerald Ash Boar. The Department requires the services of a professional consultant to perform systemic root flare injections on 31 public trees located at; Bryan Park, Schmaltz Park, Showers Building, Park Ridge Park East, 2201 E 3<sup>rd</sup> Street, Third St. Park, Seminary Park and 1016 S. Highland Ave. Staff recommends approval of this contract with Bartlett Tree Experts in the amount of \$5,040 funded from General Fund Urban Forestry.

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

#### **C-9 Review/Approval of Contract with Tree Guy, Inc.**

*Lee Huss, Urban Forester* the Department wishes to maintain healthy street trees. The Department requires the services of a professional consultant to provide soil amendments and treatment for large Pin Oak tree located at 545 Southern Dr. Staff recommends approval of this contract with Tree Guy, Inc. in the amount of \$1,153, to be funded from General Fund Urban Forestry.

*The Board inquired* how the department prioritizes tree care.

Less Huss responded an inventory system is helpful, giving the location, size, and types. Certain species are more prone to fail than others. The department looks at disbursement throughout the community, and try to catch issues before they occur.

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

#### **C-10 Review/Approval of Contract with White Buffalo, Inc.**

*Dave Williams, Director of Operations* the Department wishes to control the deer population at Griffy Lake Nature Preserve, and to participate in the Community Hunting Access Program (CHAP), developed by the Indiana Department of Natural Resources. The Department requires the services of a professional consultant for recruitment of hunters, provide proficiency screening for hunting applicants, supervise scheduled hunting activities, select general hunting locations within Griffy Lake, facilitate removal of harvested deer, and generate a report as required by the CHAP grant award. All firearm rules and regulations that apply to hunting deer in the state of Indiana will be followed. The hope is to schedule the hunts to coincide with first three weekends of firearm deer hunting season. A private security firm will be hired at a later date, to keep the property boundaries secure. Ecologic will continue to provide data on the understory vegetation at Griffy Lake. Staff recommends approval of contract with White Buffalo, Inc. in the amount of \$29,409. Grant funding will provide \$25,000 towards this project.

The Board inquired, the grant has been applied for, but has not been finalized. It is possible the Department may be responsible for the entire amount.

Dave Williams responded, yes, that is correct.

The Board inquired. When this came up last year, enough hunters did not apply. Will this be publicized this year, and will we reach out to veterans group this year?

Dave Williams responded, last year it was a new program, and the short time frame did not leave enough time to recruit hunters. This year the department will reach out to all constituents, including veterans, and will better promote the program.

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

#### **C-11 Review/Approval of Contract with Everywhere Signs (BCT marquee)**

*Dave Williams, Operations Director* on February 26, 2019 the Board approved a contract with Everywhere Signs to meet the responsibilities of the BCT Management agreement, to have repairs made to the BCT marquee. The contract was not fully executed before the completion date of March 29. Staff recommends the approval of a new contract with Everywhere Signs in the amount of \$954.00 with a completion date of December 31, 2019.

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

#### **D REPORTS**

D-1. Operations Division – No Report

D-2 Recreations Division – No Report

D-3 Sports Division – No Report

D-4 Administration Division – Review 2018 Annual Report and Adopt an Acre/Adopt a Trail/Adopt a Stream Program

Julie Ramey, Community Relations Manager approached the podium. Each Board Member has been given a proof copy of the 2018 Annual Report to review. No action is required at tonight's meeting. Please advise me of any suggestions for changes, additions, or corrections you may have before the next Park Board meeting. The report will be finalized at the May Park Board meeting. Once approved, copies will be available to the public on line at the Indiana Room in the Public Library.

*Sarah Owen, Community Relations Coordinator approached the podium.*

Adopt-a-Trail was developed in 2012, Adopt-an-Acre and Adopt-a-Stream followed in 2015. All three programs provide an opportunity for community members to become environmental stewards. Committing to one year of service, adopters are assigned to a particular parcel of land, stream, or trail; they are asked to inspect their assigned area a minimum of once a month and to submit a report to supervising staff to notify them of any safety or maintenance issues, as well as report on the overall ecological health. Volunteers also commit to organizing a minimum of at least one workday within the year, for which they are encouraged to recruit family, friends, and colleagues to come help with cleanup and beautification efforts and to help raise further awareness of the Adopt programs. We do not require adopters to have preexisting knowledge of invasive plant species or experience with water quality testing, we provide them with the proper training and education.

Due to the growing interest of the programs and volume of monthly volunteer reports, we have incorporated additional supervising staff. Steve Cotter continues to oversee the AAT program while Joanna Sparks, our City Landscaper, now oversees the AAA program. The AAS program is a partnership of supervising staff between Elizabeth Tompkins with Bloomington Parks and Recreation, Kriste Lindberg with City of Bloomington Utilities, and Cathy Meyer with Monroe County Parks and Recreation.

This year, the volunteer orientations were combined for all three Adopt programs, resulting in over 30 people attending. Another significant change that has been made in anticipation of the 2019-2020 service year was the expansion of the AAA program; in previous years, adoptable parcels of land were focused solely within the Griffy Lake Nature Preserve, but the AAA program now allows for virtually any city-owned plot of land to be adopted. This is in an effort to reduce potential barrier of volunteers commuting to an offsite location, as well as offers the opportunity for adopters to focus on parcels of land that may have personal significance to them (e.g. an area of land within their own neighborhood).

#### **ADJOURNMENT**

Meeting adjourned at 4:47 p.m.

Respectfully Submitted,



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Kim Clapp  
Secretary Board of Park Commissioners



# Board of Parks & Recreation Claim Register Sales Tax

Invoice Date Range 04/18/19 - 04/18/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	1,712.91
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$1,712.91
Account 43260 - Equipment Rentals										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	45.68
Account 43260 - Equipment Rentals Totals									Invoice Transactions 1	\$45.68
Program 182500 - Frank Southern Center Totals									Invoice Transactions 2	\$1,758.59
Program 183500 - Golf Services										
Account 43260 - Equipment Rentals										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	304.87
Account 43260 - Equipment Rentals Totals									Invoice Transactions 1	\$304.87
Account 43380 - Other Services										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	214.22
Account 43380 - Other Services Totals									Invoice Transactions 1	\$214.22
Account 47110 - Miscellaneous										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	.98
Account 47110 - Miscellaneous Totals									Invoice Transactions 1	\$0.98
Program 183500 - Golf Services Totals									Invoice Transactions 3	\$520.07
Program 187500 - Banneker										
Account 43220 - Facility Rentals										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	66.38
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$66.38
Program 187500 - Banneker Totals									Invoice Transactions 1	\$66.38
Department 18 - Parks & Recreation Totals									Invoice Transactions 6	\$2,345.04
Fund 200 - Parks and Recreation Gen (\$1301) Totals									Invoice Transactions 6	\$2,345.04
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	60.19
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$60.19
Program 182500 - Frank Southern Center Totals									Invoice Transactions 1	\$60.19
Program 182501 - Frank Southern Center Concession										
Account 43290 - Concessions										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	9.81
Account 43290 - Concessions Totals									Invoice Transactions 1	\$9.81
Account 43295 - Concessions FB Tax										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	29.23
204 - State Of Indiana	March F/B 2019	18-March 2019 F/B Tax	Paid by EFT # 28514		04/18/2019	04/18/2019	04/18/2019		04/18/2019	4.17
Account 43295 - Concessions FB Tax Totals									Invoice Transactions 2	\$33.40
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	1.37
Account 43340 - Pro Shop Sales Totals									Invoice Transactions 1	\$1.37
Program 182501 - Frank Southern Center Concession Totals									Invoice Transactions 4	\$44.58
Program 183500 - Golf Services										
Account 43290 - Concessions										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	55.59
Account 43290 - Concessions Totals									Invoice Transactions 1	\$55.59
Program 183500 - Golf Services Totals									Invoice Transactions 1	\$55.59
Program 183501 - Golf Course - Pro Shop										
Account 43340 - Pro Shop Sales										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	72.73
Account 43340 - Pro Shop Sales Totals									Invoice Transactions 1	\$72.73
Program 183501 - Golf Course - Pro Shop Totals									Invoice Transactions 1	\$72.73
Program 184500 - Youth Services -Juke Box										
Account 43220 - Facility Rentals										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	23.75
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$23.75
Program 184500 - Youth Services -Juke Box Totals									Invoice Transactions 1	\$23.75
Program 185000 - Twin Lakes Recreation Center										
Account 43220 - Facility Rentals										
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT # 28513		04/18/2019	04/18/2019	04/18/2019		04/18/2019	616.69
Account 43220 - Facility Rentals Totals									Invoice Transactions 1	\$616.69



# Board of Parks & Recreation Claim Register Sales Tax

Invoice Date Range 04/18/19 - 04/18/19

Program **185002 - TLRC-Health & Wellness**  
Account **43370 - Other Sales**  
204 - State Of Indiana

March 2019	18-March 2019 Sales Tax Paid by EFT # 28513	04/18/2019	04/18/2019	04/18/2019	04/18/2019	81.02
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Program **185000 - Twin Lakes Recreation Center Totals**

Invoice Transactions 1 \$616.69

Account **43370 - Other Sales Totals**

Invoice Transactions 1 \$81.02

Program **185002 - TLRC-Health & Wellness Totals**

Invoice Transactions 1 \$81.02

Program **185006 - TLRC-Concessions**  
Account **43290 - Concessions**  
204 - State Of Indiana

March 2019	18-March 2019 Sales Tax Paid by EFT # 28513	04/18/2019	04/18/2019	04/18/2019	04/18/2019	100.30
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Account **43290 - Concessions Totals**

Invoice Transactions 1 \$100.30

Account **43295 - Concessions FB Tax**  
204 - State Of Indiana

March 2019	18-March 2019 Sales Tax Paid by EFT # 28513	04/18/2019	04/18/2019	04/18/2019	04/18/2019	43.00
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204 - State Of Indiana

March F/B 2019	18-March 2019 F/B Tax Paid by EFT # 28514	04/18/2019	04/18/2019	04/18/2019	04/18/2019	6.13
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Account **43295 - Concessions FB Tax Totals**

Invoice Transactions 2 \$49.13

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

March 2019	18-March 2019 Sales Tax Paid by EFT # 28513	04/18/2019	04/18/2019	04/18/2019	04/18/2019	35.53
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Account **43300 - Vending Totals**

Invoice Transactions 1 \$35.53

Program **185006 - TLRC-Concessions Totals**

Invoice Transactions 4 \$184.96

Program **186503 - Community Events-Farmers' Market**  
Account **43370 - Other Sales**  
204 - State Of Indiana

March 2019	18-March 2019 Sales Tax Paid by EFT # 28513	04/18/2019	04/18/2019	04/18/2019	04/18/2019	1.30
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Account **43370 - Other Sales Totals**

Invoice Transactions 1 \$1.30

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

Invoice Transactions 1 \$1.30

Program **187001 - Adult Sports-Softball**

Account **43220 - Facility Rentals**

204 - State Of Indiana

March 2019	18-March 2019 Sales Tax Paid by EFT # 28513	04/18/2019	04/18/2019	04/18/2019	04/18/2019	31.24
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Account **43220 - Facility Rentals Totals**

Invoice Transactions 1 \$31.24

Program **187001 - Adult Sports-Softball Totals**

Invoice Transactions 1 \$31.24

Program **189003 - Operations-Open Shelters**

Account **43220 - Facility Rentals**

204 - State Of Indiana

March 2019	18-March 2019 Sales Tax Paid by EFT # 28513	04/18/2019	04/18/2019	04/18/2019	04/18/2019	173.28
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Account **43220 - Facility Rentals Totals**

Invoice Transactions 1 \$173.28

Program **189003 - Operations-Open Shelters Totals**

Invoice Transactions 1 \$173.28

Department **18 - Parks & Recreation Totals**

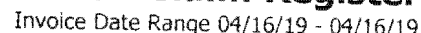
Invoice Transactions 17 \$1,345.33

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

Invoice Transactions 17 \$1,345.33

Grand Totals

Invoice Transactions 23 \$3,690.37





# Board of Parks & Recreation Claim Register

Invoice Date Range 04/16/19 - 04/16/19

Program 189500 - Landscaping				Program 189000 - Operations Totals				Invoice Transactions 3	\$3,436.59
Account 52220 - Agricultural Supplies									
4574 - John Deere Financial (Rural King)	E00292	18- 150# annual rye-	Paid by Check #	04/16/2019	04/16/2019	04/16/2019	04/16/2019		110.97
		Olcott electric trenches &	69507						
				Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1	\$110.97
				Program 189500 - Landscaping Totals				Invoice Transactions 1	\$110.97
Program 189501 - Cemeteries									
Account 52220 - Agricultural Supplies									
4574 - John Deere Financial (Rural King)	D94206	18- 100# grass seed and	Paid by Check #	04/16/2019	04/16/2019	04/16/2019	04/16/2019		205.90
		8 bales straw-3/21/19	69507						
				Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1	\$205.90
Account 53510 - Electrical Services									
223 - Duke Energy	30037300100419	18-Electrical Charges for	Paid by Check #	04/16/2019	04/16/2019	04/16/2019	04/16/2019		366.02
	19	March	69506						
				Account 53510 - Electrical Services Totals				Invoice Transactions 1	\$366.02
				Program 189501 - Cemeteries Totals				Invoice Transactions 2	\$571.92
				Department 18 - Parks & Recreation Totals				Invoice Transactions 18	\$13,903.23
				Fund 200 - Parks and Recreation Gen (\$1301) Totals				Invoice Transactions 18	\$13,903.23
Fund 201 - Parks and Rec Non Reverting									
Department 18 - Parks & Recreation									
Program 184500 - Youth Services -Juke Box									
Account 53510 - Electrical Services									
223 - Duke Energy	30037300100419	18-Electrical Charges for	Paid by Check #	04/16/2019	04/16/2019	04/16/2019	04/16/2019		239.33
	19	March	69506						
				Account 53510 - Electrical Services Totals				Invoice Transactions 1	\$239.33
Account 53540 - Natural Gas									
222 - Vectren	79535304850410	18-Natural Gas Charges	Paid by Check #	04/16/2019	04/16/2019	04/16/2019	04/16/2019		78.40
	19	March	69509						
				Account 53540 - Natural Gas Totals				Invoice Transactions 1	\$78.40
				Program 184500 - Youth Services -Juke Box Totals				Invoice Transactions 2	\$317.73
Program 185000 - Twin Lakes Recreation Center									
Account 53510 - Electrical Services									
223 - Duke Energy	30037300100419	18-Electrical Charges for	Paid by Check #	04/16/2019	04/16/2019	04/16/2019	04/16/2019		4,751.47
	19	March	69506						
				Account 53510 - Electrical Services Totals				Invoice Transactions 1	\$4,751.47
				Program 185000 - Twin Lakes Recreation Center Totals				Invoice Transactions 1	\$4,751.47
Program 189006 - Switchyard Property									
Account 53510 - Electrical Services									
223 - Duke Energy	30037300100419	18-Electrical Charges for	Paid by Check #	04/16/2019	04/16/2019	04/16/2019	04/16/2019		49.65
	19	March	69506						
				Account 53510 - Electrical Services Totals				Invoice Transactions 1	\$49.65
				Program 189006 - Switchyard Property Totals				Invoice Transactions 1	\$49.65
				Department 18 - Parks & Recreation Totals				Invoice Transactions 4	\$5,118.85
				Fund 201 - Parks and Rec Non Reverting Totals				Invoice Transactions 4	\$5,118.85
				Grand Totals				Invoice Transactions 22	\$19,022.08



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
<b>Department 18 - Parks &amp; Recreation</b>										
<b>Program 181000 - Administration</b>										
<b>Account 52110 - Office Supplies</b>										
9523 - Freedom Business Solutions, LLC	11232	18-Toner Front Desk Copier	Paid by EFT # 28607		04/23/2019	04/23/2019	05/03/2019		05/03/2019	199.00
6530 - Office Depot, INC	295347913001	18-pens	Paid by EFT # 28685		04/23/2019	04/23/2019	05/03/2019		05/03/2019	2.08
6530 - Office Depot, INC	295347912001	18-cash box, name badges, misc. office	Paid by EFT # 28685		04/23/2019	04/23/2019	05/03/2019		05/03/2019	138.71
5819 - Synchrony Bank	439664396895	18-Flash Drive Pictures	Paid by EFT # 28724		04/23/2019	04/23/2019	05/03/2019		05/03/2019	39.98
<b>Account 52110 - Office Supplies Totals</b>									Invoice Transactions 4	\$379.77
<b>Account 52230 - Garage and Motor Supplies</b>										
394 - Kleindorfer Hardware & Variety	615052	18-fuses	Paid by EFT # 28651		04/23/2019	04/23/2019	05/03/2019		05/03/2019	2.64
<b>Account 52230 - Garage and Motor Supplies Totals</b>									Invoice Transactions 1	\$2.64
<b>Account 53210 - Telephone</b>										
1079 - AT&T	81234937000419	18- AT&T April/May Charges	Paid by Check # 69512		04/22/2019	04/22/2019	04/22/2019		04/22/2019	2,005.78
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525		04/22/2019	04/22/2019	04/22/2019		04/22/2019	41.25
<b>Account 53210 - Telephone Totals</b>									Invoice Transactions 2	\$2,047.03
<b>Program 181000 - Administration Totals</b>									Invoice Transactions 7	\$2,429.44
<b>Program 181100 - Marketing</b>										
<b>Account 52420 - Other Supplies</b>										
6530 - Office Depot, INC	295347912001	18-cash box, name badges, misc. office	Paid by EFT # 28685		04/23/2019	04/23/2019	05/03/2019		05/03/2019	18.11
2895 - Rapid Reproductions, INC	27305	18-paper for plotter printer	Paid by EFT # 28699		04/23/2019	04/23/2019	05/03/2019		05/03/2019	279.24
<b>Account 52420 - Other Supplies Totals</b>									Invoice Transactions 2	\$297.35
<b>Account 53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525		04/22/2019	04/22/2019	04/22/2019		04/22/2019	47.91
<b>Account 53210 - Telephone Totals</b>									Invoice Transactions 1	\$47.91
<b>Account 53320 - Advertising</b>										
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	173682_33119	18-Legal ad for surplus Switchyard property	Paid by EFT # 28608		04/23/2019	04/23/2019	05/03/2019		05/03/2019	62.54
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	149959_33119	18-March display ads and classifieds	Paid by EFT # 28608		04/23/2019	04/23/2019	05/03/2019		05/03/2019	1,730.44
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1190327295	18-March radio spots on WBWB	Paid by EFT # 28716		04/23/2019	04/23/2019	05/03/2019		05/03/2019	500.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1190327299	18-March radio spots on WHCC	Paid by EFT # 28716		04/23/2019	04/23/2019	05/03/2019		05/03/2019	500.00
<b>Account 53320 - Advertising Totals</b>									Invoice Transactions 4	\$2,792.98
<b>Account 53990 - Other Services and Charges</b>										
129 - FedEx Office and Print Service, INC	021100039757	18-laminate pool concessions posters	Paid by EFT # 28602		04/23/2019	04/23/2019	05/03/2019		05/03/2019	37.32
<b>Account 53990 - Other Services and Charges Totals</b>									Invoice Transactions 1	\$37.32
<b>Program 181100 - Marketing Totals</b>									Invoice Transactions 8	\$3,175.56
<b>Program 182001 - Aquatics - Bryan Pool</b>										
<b>Account 52210 - Institutional Supplies</b>										
5819 - Synchrony Bank	000000 GP10OF	18 - Pool cleaning supplies	Paid by Check # 69561		04/23/2019	04/23/2019	05/03/2019		05/03/2019	53.27
5819 - Synchrony Bank	000000 GP15GM	18 - Pool cleaning supplies	Paid by Check # 69561		04/23/2019	04/23/2019	05/03/2019		05/03/2019	70.02
5819 - Synchrony Bank	000000 GP15GL	18 - Pool cleaning supplies	Paid by Check # 69561		04/23/2019	04/23/2019	05/03/2019		05/03/2019	27.70
<b>Account 52210 - Institutional Supplies Totals</b>									Invoice Transactions 3	\$150.99
<b>Account 52310 - Building Materials and Supplies</b>										
5819 - Synchrony Bank	9105	18 - Pools - Misc. Supplies	Paid by Check # 69561		04/23/2019	04/23/2019	05/03/2019		05/03/2019	38.97
4320 - The Lifeguard Store, INC	INV816484	18 - Pools - Supplies (tubes, straps, fannies,	Paid by EFT # 28731		04/23/2019	04/23/2019	05/03/2019		05/03/2019	39.21
4320 - The Lifeguard Store, INC	INV807381	18 - Pools - Supplies (tubes, straps, fannies,	Paid by EFT # 28731		04/23/2019	04/23/2019	05/03/2019		05/03/2019	230.85
<b>Account 52310 - Building Materials and Supplies Totals</b>									Invoice Transactions 3	\$309.03
<b>Account 52340 - Other Repairs and Maintenance</b>										
53005 - Menards, INC	23026	18 - Pools - Misc. Supplies (sand, power	Paid by Check # 69552		04/23/2019	04/23/2019	05/03/2019		05/03/2019	23.93
<b>Account 52340 - Other Repairs and Maintenance Totals</b>									Invoice Transactions 1	\$23.93
<b>Account 52420 - Other Supplies</b>										
4320 - The Lifeguard Store, INC	INV816484	18 - Pools - Supplies (tubes, straps, fannies,	Paid by EFT # 28731		04/23/2019	04/23/2019	05/03/2019		05/03/2019	39.18
4320 - The Lifeguard Store, INC	INV807381	18 - Pools - Supplies (tubes, straps, fannies,	Paid by EFT # 28731		04/23/2019	04/23/2019	05/03/2019		05/03/2019	230.86
<b>Account 52420 - Other Supplies Totals</b>									Invoice Transactions 2	\$270.04
<b>Account 53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525		04/22/2019	04/22/2019	04/22/2019		04/22/2019	41.25
<b>Account 53210 - Telephone Totals</b>									Invoice Transactions 1	\$41.25
<b>Program 182001 - Aquatics - Bryan Pool Totals</b>									Invoice Transactions 10	\$795.24
<b>Program 182002 - Aquatics - Mills Pool</b>										
<b>Account 52210 - Institutional Supplies</b>										





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5819 - Synchrony Bank	000000 GPI00F	18 - Pool cleaning supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	53.28
5819 - Synchrony Bank	000000 GPISGM	18 - Pool cleaning supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	70.02
5819 - Synchrony Bank	000000 GPISGL	18 - Pool cleaning supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	27.72
Account 52210 - Building Materials and Supplies			Account 52210 - Institutional Supplies Totals	Invoice Transactions 3				\$151.02
5819 - Synchrony Bank	9105	18 - Pools - Misc. Supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	38.97
4320 - The Lifeguard Store, INC	INV816484	18 - Pools - Supplies (tubes, straps, fannies, 18 - Pools - Supplies (tubes, straps, fannies,	Paid by EFT # 28731	04/23/2019	04/23/2019	05/03/2019	05/03/2019	39.18
4320 - The Lifeguard Store, INC	INV807381	18 - Pools - Supplies (tubes, straps, fannies,	Paid by EFT # 28731	04/23/2019	04/23/2019	05/03/2019	05/03/2019	230.86
Account 52340 - Other Repairs and Maintenance			Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 3				\$309.01
53005 - Menards, INC	23026	18 - Pools - Misc Supplies (sand, power	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	23.93
Account 52420 - Other Supplies			Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1				\$23.93
4320 - The Lifeguard Store, INC	INV816484	18 - Pools - Supplies (tubes, straps, fannies,	Paid by EFT # 28731	04/23/2019	04/23/2019	05/03/2019	05/03/2019	39.18
4320 - The Lifeguard Store, INC	INV807381	18 - Pools - Supplies (tubes, straps, fannies,	Paid by EFT # 28731	04/23/2019	04/23/2019	05/03/2019	05/03/2019	230.86
Account 53210 - Telephone			Account 52420 - Other Supplies Totals	Invoice Transactions 2				\$270.04
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525	04/22/2019	04/22/2019	04/22/2019	04/22/2019	111.69
Account 53210 - Telephone Totals			Account 53210 - Telephone Totals	Invoice Transactions 1				\$111.69
Program 182500 - Frank Southern Center			Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 10				\$865.69
Account 53730 - Machinery and Equipment Rental								
2974 - MacAllister Machinery Co, INC	R67302076001	18 TLSP Forklift Rental for MASA order	Paid by EFT # 28663	04/23/2019	04/23/2019	05/03/2019	05/03/2019	416.00
Account 53910 - Dues and Subscriptions			Account 53730 - Machinery and Equipment Rental Totals	Invoice Transactions 1				\$416.00
4170 - Comcast Cable Communications, INC	11905484520413-19	18-	Paid by Check # 69530	04/22/2019	04/22/2019	04/22/2019	04/22/2019	93.57
Account 53950 - Landfill			Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1				\$93.57
2260 - Republic Services, INC	0694-002307080	18-Landfill Charges May	Paid by EFT # 28702	04/23/2019	04/23/2019	05/03/2019	05/03/2019	(168.04)
Account 53950 - Landfill Totals			Account 53950 - Landfill Totals	Invoice Transactions 1				(\$168.04)
Program 182500 - Frank Southern Center Totals			Program 182500 - Frank Southern Center Totals	Invoice Transactions 3				\$341.53
Program 183500 - Golf Services								
Account 52220 - Agricultural Supplies								
4383 - Advanced Turf Solutions, INC	SO742254	18 - Chemicals	Paid by EFT # 28534	04/23/2019	04/23/2019	05/03/2019	05/03/2019	2,721.41
4383 - Advanced Turf Solutions, INC	SO732986	18 - Chemicals	Paid by EFT # 28534	04/23/2019	04/23/2019	05/03/2019	05/03/2019	3,030.14
Account 52420 - Other Supplies			Account 52220 - Agricultural Supplies Totals	Invoice Transactions 2				\$5,751.55
53005 - Menards, INC	21696	18-garden hose, vinyl tubing, pvc, adapters,	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	89.49
53005 - Menards, INC	22223	18-wood screws, blk tie, silicone caulk, marking	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	69.80
5186 - P&W Golf Supply, LLC	INV44241	18 - Golf Range Supplies	Paid by EFT # 28688	04/23/2019	04/23/2019	05/03/2019	05/03/2019	221.20
6889 - Professional Golfcar Corporation	01-2092	18 - Extra sand bottles	Paid by EFT # 28695	04/23/2019	04/23/2019	05/03/2019	05/03/2019	200.00
Account 52420 - Other Supplies Totals			Account 52420 - Other Supplies Totals	Invoice Transactions 4				\$580.49
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525	04/22/2019	04/22/2019	04/22/2019	04/22/2019	99.63
Account 53210 - Telephone Totals			Account 53210 - Telephone Totals	Invoice Transactions 1				\$99.63
Account 53510 - Electrical Services								
223 - Duke Energy	8303911012050619	18-Electrical Charges for March/April	Paid by Check # 69535	04/22/2019	04/22/2019	04/22/2019	04/22/2019	191.13
Account 53510 - Electrical Services Totals			Account 53510 - Electrical Services Totals	Invoice Transactions 1				\$191.13
Account 53530 - Water and Sewer								
199 - Monroe County Government	012-10350-01	18-Monroe County Property Tax - Storm	Paid by EFT # 28672	04/23/2019	04/23/2019	05/03/2019	05/03/2019	227.88
Account 53530 - Water and Sewer Totals			Account 53530 - Water and Sewer Totals	Invoice Transactions 1				\$227.88
Account 53630 - Machinery and Equipment Repairs								
6889 - Professional Golfcar Corporation	01-2021	18 - Repairs	Paid by EFT # 28695	04/23/2019	04/23/2019	05/03/2019	05/03/2019	455.56
Account 53630 - Machinery and Equipment Repairs Totals			Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 1				\$455.56
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	1190485895041919	18-Cable Service	Paid by Check # 69528	04/22/2019	04/22/2019	04/22/2019	04/22/2019	112.85
Account 53910 - Dues and Subscriptions Totals			Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1				\$112.85
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002306138	18-Landfill Charges May	Paid by EFT # 28702	04/23/2019	04/23/2019	05/03/2019	05/03/2019	782.81
Account 53950 - Landfill Totals			Account 53950 - Landfill Totals	Invoice Transactions 1				\$782.81
Account 53990 - Other Services and Charges								



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204 - State Of Indiana	61901	18-Criminal Background Checks	Paid by Check # 69557	04/23/2019	04/23/2019	05/03/2019	05/03/2019	21.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$21.00
			Program 183500 - Golf Services Totals			Invoice Transactions 13		\$8,222.90
Program 184000 - Natural Resources								
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (Bloominfoods)	425225	18-Water	Paid by EFT # 28554	04/23/2019	04/23/2019	05/03/2019	05/03/2019	2.45
11589 - Bloomington Cooperative Services (Bloominfoods)	402379	18-nat res program supplies	Paid by EFT # 28554	04/23/2019	04/23/2019	05/03/2019	05/03/2019	11.97
818 - Everywhere Signs, LLC	54658	18-griffy annual launch permits	Paid by EFT # 28600	04/23/2019	04/23/2019	05/03/2019	05/03/2019	160.00
5392 - Glide Paddlesports, LLC	3936	18-stand up paddleboards	Paid by EFT # 28610	04/23/2019	04/23/2019	05/03/2019	05/03/2019	2,364.00
394 - Kleindorfer Hardware & Variety	611457	18-duct tape, batteries	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	15.97
394 - Kleindorfer Hardware & Variety	615835	18-sponges	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	3.98
5819 - Synchrony Bank	553737576999	18-Tent/Snow Cone Stand/Paddles/Banneker	Paid by EFT # 28724	04/23/2019	04/23/2019	05/03/2019	05/03/2019	194.67
5819 - Synchrony Bank	464558833447	18-Tax Refund	Paid by EFT # 28724	04/23/2019	04/23/2019	05/03/2019	05/03/2019	(10.36)
			Account 52420 - Other Supplies Totals			Invoice Transactions 8		\$2,742.68
			Account 52430 - Uniforms and Tools Totals			Invoice Transactions 1		\$173.00
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T91083	18-griffy staff shirts	Paid by EFT # 28726	04/23/2019	04/23/2019	05/03/2019	05/03/2019	173.00
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$41.25
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525	04/22/2019	04/22/2019	04/22/2019	04/22/2019	41.25
			Account 53210 - Telephone Totals			Invoice Transactions 1		\$41.25
Account 53310 - Printing								
129 - FedEx Office and Print Service, INC	021100039759	18-griffy lamination	Paid by EFT # 28602	04/23/2019	04/23/2019	05/03/2019	05/03/2019	76.07
			Account 53310 - Printing Totals			Invoice Transactions 1		\$76.07
Account 53910 - Dues and Subscriptions								
204 - State Of Indiana	61901	18-Criminal Background Checks	Paid by Check # 69557	04/23/2019	04/23/2019	05/03/2019	05/03/2019	42.00
			Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$42.00
Account 53920 - Laundry and Other Sanitation Services								
4175 - The Stables Events, LLC (Izzy's Rentals)	7972	18-wapehani portable toilet service	Paid by EFT # 28734	04/23/2019	04/23/2019	05/03/2019	05/03/2019	20.00
			Account 53920 - Laundry and Other Sanitation Services Totals			Invoice Transactions 1		\$20.00
Account 53990 - Other Services and Charges								
199 - Monroe County Government	016-35440-00	18-Monroe County Property Tax - Storm	Paid by EFT # 28672	04/23/2019	04/23/2019	05/03/2019	05/03/2019	80.52
199 - Monroe County Government	016-35430-00	18-Monroe County Property Tax - Storm	Paid by EFT # 28672	04/23/2019	04/23/2019	05/03/2019	05/03/2019	72.30
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		\$152.82
			Program 184000 - Natural Resources Totals			Invoice Transactions 15		\$3,247.82
Program 184500 - Youth Services -Juke Box								
Account 52310 - Building Materials and Supplies								
53657 - Plymate, INC	2831129	18-AJB Entry Mats	Paid by EFT # 28694	04/23/2019	04/23/2019	05/03/2019	05/03/2019	24.71
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 1		\$24.71
			Program 184500 - Youth Services -Juke Box Totals			Invoice Transactions 1		\$24.71
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	615961	18-gas can	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	43.99
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$43.99
			Program 186502 - Community Events-Gardens Totals			Invoice Transactions 1		\$43.99
Program 187001 - Adult Sports-Softball								
Account 52230 - Garage and Motor Supplies								
4547 - Riddle Tractor Sales, INC	R114246	18 TLSP Tractor parts for Kubotas	Paid by EFT # 28707	04/23/2019	04/23/2019	05/03/2019	05/03/2019	399.58
			Account 52230 - Garage and Motor Supplies Totals			Invoice Transactions 1		\$399.58
Account 52340 - Other Repairs and Maintenance								
53038 - Mid America Sales Associates	398186-01	18 TLSP Drop Ship order for Windscreens	Paid by EFT # 28668	04/23/2019	04/23/2019	05/03/2019	05/03/2019	232.49
53038 - Mid America Sales Associates	398186-00	18 TLSP Drop Ship order for Windscreens	Paid by EFT # 28668	04/23/2019	04/23/2019	05/03/2019	05/03/2019	1,571.19
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 2		\$1,803.68
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	613345	18-magnetic tape, carpet tape	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	18.07
53038 - Mid America Sales Associates	398182-00	18- TLSP M.A.S.A Field Products	Paid by EFT # 28668	04/23/2019	04/23/2019	05/03/2019	05/03/2019	2,667.34
			Account 52420 - Other Supplies Totals			Invoice Transactions 2		\$2,685.41
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products, INC	112571	18- TLSP PT Staff Maintenance Shirts	Paid by EFT # 28744	04/23/2019	04/23/2019	05/03/2019	05/03/2019	322.58
798 - Winters Associates Promotional Products, INC	112572	18- TLSP FT Staff Garments	Paid by EFT # 28744	04/23/2019	04/23/2019	05/03/2019	05/03/2019	192.38
798 - Winters Associates Promotional Products, INC	112573	18- TLSP PT Staff Site Supervisor Shirts	Paid by EFT # 28744	04/23/2019	04/23/2019	05/03/2019	05/03/2019	70.23



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798 - Winters Associates Promotional Products, INC	112574	18- TLSP PT Concession Staff Shirts	Paid by EFT # 28744	04/23/2019	04/23/2019	05/03/2019	05/03/2019	126.36
Account 52430 - Uniforms and Tools Totals				Invoice Transactions 4				\$711.55
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525	04/22/2019	04/22/2019	04/22/2019	04/22/2019	58.38
Account 53210 - Telephone Totals				Invoice Transactions 1				\$58.38
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002307093	18-Landfill Charges May	Paid by EFT # 28702	04/23/2019	04/23/2019	05/03/2019	05/03/2019	347.77
Account 53950 - Landfill Totals				Invoice Transactions 1				\$347.77
Program 187001 - Adult Sports-Softball Totals				Invoice Transactions 11				\$6,006.37
Program 187202 - Youth Sports-Winslow								
Account 52220 - Agricultural Supplies								
53038 - Mid America Sales Associates	400639-00	18 - Winslow conditioner, rapid dry,	Paid by EFT # 28668	04/23/2019	04/23/2019	05/03/2019	05/03/2019	2,619.20
Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1				\$2,619.20
Account 53650 - Other Repairs								
818 - Everywhere Signs, LLC	54524	18-Replacement sign for Winslow Sports Park	Paid by EFT # 28600	04/23/2019	04/23/2019	05/03/2019	05/03/2019	710.00
Account 53650 - Other Repairs Totals				Invoice Transactions 1				\$710.00
Program 187202 - Youth Sports-Winslow Totals				Invoice Transactions 2				\$3,329.20
Program 187208 - Youth Sports-Olcott								
Account 52420 - Other Supplies								
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-7641	18-Construction Coroplast signs	Paid by EFT # 28705	04/23/2019	04/23/2019	05/03/2019	05/03/2019	158.69
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$158.69
Program 187208 - Youth Sports-Olcott Totals				Invoice Transactions 1				\$158.69
Program 187500 - Banneker								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	433354776667	18-Refund Double Shipment Mix Up	Paid by EFT # 28724	04/23/2019	04/23/2019	05/03/2019	05/03/2019	(161.09)
5819 - Synchrony Bank	437477366879	18-Refund Double Shipment Mix Up	Paid by EFT # 28724	04/23/2019	04/23/2019	05/03/2019	05/03/2019	(26.99)
5819 - Synchrony Bank	9297	18-BBCC-Facility Supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	169.08
Account 52420 - Other Supplies Totals				Invoice Transactions 3				(\$19.00)
Account 53910 - Dues and Subscriptions								
4170 - Comcast Cable Communications, INC	1190607084041719	18-Cable Service	Paid by Check # 69527	04/22/2019	04/22/2019	04/22/2019	04/22/2019	106.97
Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1				\$106.97
Account 53990 - Other Services and Charges								
204 - State Of Indiana	61901	18-Criminal Background Checks	Paid by Check # 69557	04/23/2019	04/23/2019	05/03/2019	05/03/2019	28.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1				\$28.00
Program 187500 - Banneker Totals				Invoice Transactions 5				\$115.97
Program 188001 - Inclusive Recreation								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525	04/22/2019	04/22/2019	04/22/2019	04/22/2019	29.19
Account 53210 - Telephone Totals				Invoice Transactions 1				\$29.19
Program 188001 - Inclusive Recreation Totals				Invoice Transactions 1				\$29.19
Program 189000 - Operations								
Account 52210 - Institutional Supplies								
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	9046350648	18-Custodial supplies for restrooms & shelters	Paid by EFT # 28572	04/23/2019	04/23/2019	05/03/2019	05/03/2019	245.00
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	4019832550	18-Custodial supplies for restrooms & shelters	Paid by EFT # 28572	04/23/2019	04/23/2019	05/03/2019	05/03/2019	288.00
313 - Fastenal Company	INBLM211802	18-Safety supplies & custodial supplies	Paid by EFT # 28601	04/23/2019	04/23/2019	05/03/2019	05/03/2019	96.73
Account 52210 - Institutional Supplies Totals				Invoice Transactions 3				\$629.73
Account 52230 - Garage and Motor Supplies								
476 - Southern Indiana Parts, INC (Napa Auto Parts)	259353	18-door handle for van 817	Paid by EFT # 28717	04/23/2019	04/23/2019	05/03/2019	05/03/2019	4.87
476 - Southern Indiana Parts, INC (Napa Auto Parts)	257560	18-tailgate handle	Paid by EFT # 28717	04/23/2019	04/23/2019	05/03/2019	05/03/2019	22.03
Account 52230 - Garage and Motor Supplies Totals				Invoice Transactions 2				\$26.90
Account 52310 - Building Materials and Supplies								
409 - Black Lumber Co. INC	399272	18-materials for BT Park	Paid by EFT # 28553	04/23/2019	04/23/2019	05/03/2019	05/03/2019	24.74
334 - Irving Materials, INC	10686726	18-Poured concrete FM Ramp	Paid by EFT # 28637	04/23/2019	04/23/2019	05/03/2019	05/03/2019	336.50
334 - Irving Materials, INC	10691497	18-Poured concrete for multiple projects	Paid by EFT # 28637	04/23/2019	04/23/2019	05/03/2019	05/03/2019	154.50
394 - Kleindorfer Hardware & Variety	615284	18-strike plate, bolts/nuts	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	4.39
53005 - Menards, INC	21992	18-push broom, sledgehammer, studs,	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	77.60
53005 - Menards, INC	21404	18-rebar safety caps, loop ties, rebar rods	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	167.09
365 - Rogers Group, INC	0071170156	18-Stone, gravel, sand, topsoil etc. for various	Paid by EFT # 28709	04/23/2019	04/23/2019	05/03/2019	05/03/2019	102.87
Account 52310 - Building Materials and Supplies Totals				Invoice Transactions 7				\$867.69
Account 52340 - Other Repairs and Maintenance								
394 - Kleindorfer Hardware & Variety	611068	18-paint rollers	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	23.94



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394 - Kleindorfer Hardware & Variety	615913	18-wax rings, toilet bolts	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	12.45
394 - Kleindorfer Hardware & Variety	615593	18-key rings, spray paint, keys, tik sticks, paint	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	59.45
394 - Kleindorfer Hardware & Variety	615769	18-plunger, liquid fire, shark bite, bolt bit, 18-face shield	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	79.70
394 - Kleindorfer Hardware & Variety	615877	18-bit	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	13.99
394 - Kleindorfer Hardware & Variety	615847	18-PVC fitting, PVC cement, sharkbite fit	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	1.09
394 - Kleindorfer Hardware & Variety	613149	18-2 rolls weed eater string, 2 cycle engine oil	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	20.02
6262 - Koenig Equipment, INC	P07933	18-drywall for repair at Buskirk Churnley	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	327.66
53005 - Menards, INC	22213	18-door springs for griffy, LED bulbs, drill	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	29.10
53005 - Menards, INC	22592	18-distilled water gailon	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	32.75
53005 - Menards, INC	22134	18-Drinking fountain parts for various	Paid by EFT # 28677	04/23/2019	04/23/2019	05/03/2019	05/03/2019	8.01
4911 - Most Dependable Fountains, INC	INV55033			04/23/2019	04/23/2019	05/03/2019	05/03/2019	1,005.00
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 12				\$1,613.16
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	615799	18-Keys	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	10.00
394 - Kleindorfer Hardware & Variety	611484	18-plik stiks, springs,	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	30.76
394 - Kleindorfer Hardware & Variety	611767	18-hammer drill, pick up stix, anchor bolts	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	103.95
394 - Kleindorfer Hardware & Variety	615593	18-key rings, spray paint, keys, tik sticks, paint	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	85.76
53005 - Menards, INC	22058	18-lighter, cintronell, bamboo torch	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	137.00
53005 - Menards, INC	21898	18-mats for restrooms at Lower Cascades	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	63.84
53005 - Menards, INC	21984	18-dolly and basket to haul dog bags	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	57.98
53005 - Menards, INC	22132	18-leaf rake	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	14.97
4394 - Richardson Enterprises of Bight, LLC (FastSigns)	INV-7540	18-(6) yard style signs-playground surfacing	Paid by EFT # 28705	04/23/2019	04/23/2019	05/03/2019	05/03/2019	180.78
Account 52420 - Other Supplies Totals				Invoice Transactions 9				\$685.04
Account 52430 - Uniforms and Tools								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T91074	18- 18-T-shirts w/ Dept. logo for Operations	Paid by EFT # 28726	04/23/2019	04/23/2019	05/03/2019	05/03/2019	162.00
Account 52430 - Uniforms and Tools Totals				Invoice Transactions 1				\$162.00
Account 53130 - Medical								
231 - Indiana University Health Bloomington, INC	00089963-00	18-Hep B vaccine for (1) seasonal staff	Paid by EFT # 28634	04/23/2019	04/23/2019	05/03/2019	05/03/2019	121.00
Account 53130 - Medical Totals				Invoice Transactions 1				\$121.00
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525	04/22/2019	04/22/2019	04/22/2019	04/22/2019	231.31
Account 53210 - Telephone Totals				Invoice Transactions 1				\$231.31
Account 53530 - Water and Sewer								
199 - Monroe County Government	014-07850-09 18	18-Monroe County Property Tax - Storm	Paid by EFT # 28672	04/23/2019	04/23/2019	05/03/2019	05/03/2019	35.16
199 - Monroe County Government	014-01070-01 18	18-Monroe County Property Tax - Storm	Paid by EFT # 28672	04/23/2019	04/23/2019	05/03/2019	05/03/2019	35.16
199 - Monroe County Government	014-04425-10 18	18-Monroe County Property Tax - Storm	Paid by EFT # 28672	04/23/2019	04/23/2019	05/03/2019	05/03/2019	175.34
199 - Monroe County Government	012-07610-00 18	18-Monroe County Property Tax - Storm	Paid by EFT # 28672	04/23/2019	04/23/2019	05/03/2019	05/03/2019	41.56
199 - Monroe County Government	014-07400-01 18	18-Monroe County Property Tax - Storm	Paid by EFT # 28672	04/23/2019	04/23/2019	05/03/2019	05/03/2019	113.48
199 - Monroe County Government	014-01070-02 18	18-Monroe County Property Tax - Storm	Paid by EFT # 28672	04/23/2019	04/23/2019	05/03/2019	05/03/2019	53.54
Account 53530 - Water and Sewer Totals				Invoice Transactions 6				\$454.24
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1823860930	18-Uniform & mat laundry services for	Paid by EFT # 28541	04/23/2019	04/23/2019	05/03/2019	05/03/2019	15.36
19171 - Aramark Uniform & Career Apparel Group, INC	1823869855	18-Uniform & mat laundry services for	Paid by EFT # 28541	04/23/2019	04/23/2019	05/03/2019	05/03/2019	15.36
19171 - Aramark Uniform & Career Apparel Group, INC	1823852067	18-Uniform & mat laundry services for	Paid by EFT # 28541	04/23/2019	04/23/2019	05/03/2019	05/03/2019	15.36
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 3				\$46.08
Account 53990 - Other Services and Charges								
205 - City Of Bloomington	012200	18-PC Reimb-Mo Co Auditor-sales disclosure	Paid by Check # 69540	04/23/2019	04/23/2019	05/03/2019	05/03/2019	10.00
205 - City Of Bloomington	0000342103	18-PC Reimb-Mo Co Requitclaim deed-Webbs-	Paid by Check # 69540	04/23/2019	04/23/2019	05/03/2019	05/03/2019	25.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 2				\$35.00
Account 54310 - Improvements Other Than Building								
32 - Cassidy Electrical Contractors, INC	17644	18-Installation of pathway lighting(JCT to 18-Landscape Arch. services for Griffy Lake	Paid by EFT # 28568	04/23/2019	04/23/2019	05/03/2019	05/03/2019	33,960.00
19741 - Mader Design, LLC	939		Paid by EFT # 28664	04/23/2019	04/23/2019	05/03/2019	05/03/2019	4,071.54
Account 54310 - Improvements Other Than Building Totals				Invoice Transactions 2				\$38,031.54
Program 189000 - Operations Totals				Invoice Transactions 49				\$42,903.69



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Program 189500 - Landscaping									
Account 52220 - Agricultural Supplies									
137 - Good Earth, LLC	1190411284	18- bulk topsoil, mulch, and compost	Paid by EFT # 28613	04/23/2019	04/23/2019	05/03/2019	05/03/2019	105.00	
52948 - Mays Greenhouse, LLC	26519	18-pansies	Paid by EFT # 28665	04/23/2019	04/23/2019	05/03/2019	05/03/2019	19.90	
Account 52220 - Agricultural Supplies Totals								Invoice Transactions 2	\$124.90
Account 52420 - Other Supplies									
4660 - A.M. Leonard, INC	CI19051758	18- (20) hand saws for volunteer events	Paid by EFT # 28531	04/23/2019	04/23/2019	05/03/2019	05/03/2019	489.99	
53005 - Menards, INC	22442	18- fencing supplies for deer-resistant tree cages	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	1,024.00	
Account 52420 - Other Supplies Totals								Invoice Transactions 2	\$1,513.99
Account 53210 - Telephone									
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525	04/22/2019	04/22/2019	04/22/2019	04/22/2019	29.19	
Account 53210 - Telephone Totals								Invoice Transactions 1	\$29.19
Program 189500 - Landscaping Totals								Invoice Transactions 5	\$1,668.08
Program 189501 - Cemeteries									
Account 53130 - Medical									
231 - Indiana University Health Bloomington, INC	00089962-00	18-Hep B vaccine for (1) seasonal staff	Paid by EFT # 28634	04/23/2019	04/23/2019	05/03/2019	05/03/2019	121.00	
Account 53130 - Medical Totals								Invoice Transactions 1	\$121.00
Account 53210 - Telephone									
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525	04/22/2019	04/22/2019	04/22/2019	04/22/2019	29.19	
Account 53210 - Telephone Totals								Invoice Transactions 1	\$29.19
Account 53990 - Other Services and Charges									
5086 - Frame Station, INC (Framemakers)	1-93685	18-Framing/mating of Rose Hill bicentennial	Paid by EFT # 28606	04/23/2019	04/23/2019	05/03/2019	05/03/2019	285.44	
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1	\$285.44
Program 189501 - Cemeteries Totals								Invoice Transactions 3	\$435.63
Program 189503 - Urban Forestry									
Account 52220 - Agricultural Supplies									
50776 - Blue Grass Farms, INC	120723	18- 100 Trees and Freight	Paid by EFT # 28558	04/23/2019	04/23/2019	05/03/2019	05/03/2019	11,884.25	
Account 52220 - Agricultural Supplies Totals								Invoice Transactions 1	\$11,884.25
Account 53170 - Mgt. Fee, Consultants, and Workshops									
5424 - Davey Resource Group (Davey Tree Expert)	81843	18-Urban Forest canopy assesment/inventory of	Paid by EFT # 28587	04/23/2019	04/23/2019	05/03/2019	05/03/2019	56,845.72	
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals								Invoice Transactions 1	\$56,845.72
Account 53210 - Telephone									
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525	04/22/2019	04/22/2019	04/22/2019	04/22/2019	29.19	
Account 53210 - Telephone Totals								Invoice Transactions 1	\$29.19
Account 53240 - Freight / Other									
50776 - Blue Grass Farms, INC	120723	18- 100 Trees and Freight	Paid by EFT # 28558	04/23/2019	04/23/2019	05/03/2019	05/03/2019	425.00	
Account 53240 - Freight / Other Totals								Invoice Transactions 1	\$425.00
Account 53910 - Dues and Subscriptions									
5424 - Davey Resource Group (Davey Tree Expert)	81843	18-Urban Forest canopy assesment/inventory of	Paid by EFT # 28587	04/23/2019	04/23/2019	05/03/2019	05/03/2019	5,250.00	
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1	\$5,250.00
Account 53990 - Other Services and Charges									
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	615	18- Dispose of tree wood waste	Paid by EFT # 28629	04/23/2019	04/23/2019	05/03/2019	05/03/2019	250.00	
6614 - J.R. Ellington Tree Experts	2-8-19	18- Hazardous Tree Removal in Bryan Park	Paid by EFT # 28639	04/23/2019	04/23/2019	05/03/2019	05/03/2019	6,100.00	
11221 - Paul R Patrick (Rick Patrick Tree Care)	041619-COB	18- Spring 2019 Pruning of 213 Trees	Paid by EFT # 28690	04/23/2019	04/23/2019	05/03/2019	05/03/2019	1,545.00	
Account 53990 - Other Services and Charges Totals								Invoice Transactions 3	\$7,895.00
Program 189503 - Urban Forestry Totals								Invoice Transactions 8	\$82,329.16
Department 18 - Parks & Recreation Totals								Invoice Transactions 153	\$156,122.86
Fund 200 - Parks and Recreation Gen (51301) Totals								Invoice Transactions 153	\$156,122.86
Fund 201 - Parks and Rec Non Reverting									
Account 24105 - Rental Deposit									
Community AIDS Action Group of South Central IN	2019-00000195	18-Refunds	Paid by Check # 69564	04/23/2019	04/23/2019	05/03/2019	05/03/2019	75.00	
Account 24105 - Rental Deposit Totals								Invoice Transactions 1	\$75.00
Department 18 - Parks & Recreation									
Program 181000 - Administration									
Account 52420 - Other Supplies									
6530 - Office Depot, INC	296907173001	18-Desk Riser for Tiffany	Paid by EFT # 28685	04/23/2019	04/23/2019	05/03/2019	05/03/2019	179.99	
Account 52420 - Other Supplies Totals								Invoice Transactions 1	\$179.99
Program 181000 - Administration Totals								Invoice Transactions 1	\$179.99
Program 181001 - Health & Wellness									
Account 53720 - Building Rental									
205 - City Of Bloomington	18-201450-2019-3	18 - March 2019 Jazzercise rental	Paid by Check # 69542	04/23/2019	04/23/2019	05/03/2019	05/03/2019	45.00	
Account 53720 - Building Rental Totals								Invoice Transactions 1	\$45.00
Program 181001 - Health & Wellness Totals								Invoice Transactions 1	\$45.00
Program 182001 - Aquatics - Bryan Pool									
Account 52210 - Institutional Supplies									



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5819 - Synchrony Bank	000000 GPIIOF	18 - Pool cleaning supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	53.28
5819 - Synchrony Bank	000000 GPISGM	18 - Pool cleaning supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	70.02
5819 - Synchrony Bank	000000 GPISGL	18 - Pool cleaning supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	27.72
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 3		\$151.02
Account 52220 - Agricultural Supplies								
48 - Continental Research Corporation	476006-CRC-1	18 - Pool chemicals	Paid by EFT # 28579	04/23/2019	04/23/2019	05/03/2019	05/03/2019	315.51
54255 - Spear Corporation	300498	18 - Pools - chemicals	Paid by EFT # 28718	04/23/2019	04/23/2019	05/03/2019	05/03/2019	9,424.00
			Account 52220 - Agricultural Supplies Totals			Invoice Transactions 2		\$9,739.51
Account 52310 - Building Materials and Supplies								
5819 - Synchrony Bank	9105	18 - Pools - Misc. Supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	38.97
4320 - The Lifeguard Store, INC	INV816484	18 - Pools - Supplies (tubes, straps, fannies,	Paid by EFT # 28731	04/23/2019	04/23/2019	05/03/2019	05/03/2019	39.18
4320 - The Lifeguard Store, INC	INV807381	18 - Pools - Supplies (tubes, straps, fanlies,	Paid by EFT # 28731	04/23/2019	04/23/2019	05/03/2019	05/03/2019	230.86
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 3		\$309.01
Account 52340 - Other Repairs and Maintenance								
53005 - Menards, INC	23026	18 - Pools - Misc Supplies (sand, power	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	23.93
			Account 52340 - Other Repairs and Maintenance Totals			Invoice Transactions 1		\$23.93
Account 52420 - Other Supplies								
4320 - The Lifeguard Store, INC	INV816484	18 - Pools - Supplies (tubes, straps, fannies,	Paid by EFT # 28731	04/23/2019	04/23/2019	05/03/2019	05/03/2019	39.18
4320 - The Lifeguard Store, INC	INV807381	18 - Pools - Supplies (tubes, straps, fanlies,	Paid by EFT # 28731	04/23/2019	04/23/2019	05/03/2019	05/03/2019	230.86
			Account 52420 - Other Supplies Totals			Invoice Transactions 2		\$270.04
			Program 182001 - Aquatics - Bryan Pool Totals			Invoice Transactions 11		\$10,493.51
Program 182002 - Aquatics - Mills Pool								
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	000000 GPIIOF	18 - Pool cleaning supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	53.28
5819 - Synchrony Bank	000000 GPISGM	18 - Pool cleaning supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	70.02
5819 - Synchrony Bank	000000 GPISGL	18 - Pool cleaning supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	27.72
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 3		\$151.02
Account 52220 - Agricultural Supplies								
48 - Continental Research Corporation	476006-CRC-1	18 - Pool chemicals	Paid by EFT # 28579	04/23/2019	04/23/2019	05/03/2019	05/03/2019	315.51
54255 - Spear Corporation	300498	18 - Pools - chemicals	Paid by EFT # 28718	04/23/2019	04/23/2019	05/03/2019	05/03/2019	9,424.00
			Account 52220 - Agricultural Supplies Totals			Invoice Transactions 2		\$9,739.51
Account 52310 - Building Materials and Supplies								
5819 - Synchrony Bank	9105	18 - Pools - Misc. Supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	38.97
4320 - The Lifeguard Store, INC	INV816484	18 - Pools - Supplies (tubes, straps, fannies,	Paid by EFT # 28731	04/23/2019	04/23/2019	05/03/2019	05/03/2019	39.18
4320 - The Lifeguard Store, INC	INV807381	18 - Pools - Supplies (tubes, straps, fanlies,	Paid by EFT # 28731	04/23/2019	04/23/2019	05/03/2019	05/03/2019	230.86
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 3		\$309.01
Account 52420 - Other Supplies								
4320 - The Lifeguard Store, INC	INV816484	18 - Pools - Supplies (tubes, straps, fannies,	Paid by EFT # 28731	04/23/2019	04/23/2019	05/03/2019	05/03/2019	39.18
4320 - The Lifeguard Store, INC	INV807381	18 - Pools - Supplies (tubes, straps, fanlies,	Paid by EFT # 28731	04/23/2019	04/23/2019	05/03/2019	05/03/2019	230.86
			Account 52420 - Other Supplies Totals			Invoice Transactions 2		\$270.04
			Program 182002 - Aquatics - Mills Pool Totals			Invoice Transactions 10		\$10,469.58
Program 182003 - Aquatics-Health & Safety								
Account 43270 - Registration Fees								
4504 - American National Red Cross	22180988	18 - CPR Classes	Paid by EFT # 28537	04/23/2019	04/23/2019	05/03/2019	05/03/2019	522.00
4504 - American National Red Cross	22166514	18 - CPR Classes, first aid Instructor	Paid by EFT # 28537	04/23/2019	04/23/2019	05/03/2019	05/03/2019	37.00
Emma Freestone	2019-00000197	18-Refunds	Paid by Check # 69569	04/23/2019	04/23/2019	05/03/2019	05/03/2019	34.00
Marcia Veldman	2019-00000196	18-Refunds	Paid by Check # 69573	04/23/2019	04/23/2019	05/03/2019	05/03/2019	35.00
			Account 43270 - Registration Fees Totals			Invoice Transactions 4		\$628.00
Account 53160 - Instruction								
6832 - Luke Haskett	041219	18 - CPR Instructor	Paid by EFT # 28620	04/23/2019	04/23/2019	05/03/2019	05/03/2019	78.75
			Account 53160 - Instruction Totals			Invoice Transactions 1		\$78.75
			Program 182003 - Aquatics-Health & Safety Totals			Invoice Transactions 5		\$706.75
Program 182006 - Aquatics - Pool Concessions								
Account 52210 - Institutional Supplies								
5819 - Synchrony Bank	6437	18 - Pools - return (duplicate purchase)	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	(169.80)
5819 - Synchrony Bank	000000 GPIIOG	18 - Pools - Concession stand supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	217.45
5819 - Synchrony Bank	8350	18 - Pools - Concession stand supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	169.98
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 3		\$217.63
Account 52340 - Other Repairs and Maintenance								



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53005 - Menards, INC	23026	18 - Pools - Misc Supplies (sand, power)	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	23.93
Account 52420 - Other Supplies			Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1			\$23.93
5819 - Synchrony Bank	553737576999	18-Tent/Snow Cone Stand/Paddies/Banneker	Paid by EFT # 28724	04/23/2019	04/23/2019	05/03/2019	05/03/2019	246.88
Account 52420 - Other Supplies Totals			Program 182006 - Aquatics - Pool Concessions Totals		Invoice Transactions 1			\$246.88
Program 183500 - Golf Services					Invoice Transactions 5			\$488.44
Account 52330 - Street, Alley, and Sewer Material								
205 - City Of Bloomington	287951	18 - Best Beers	Paid by Check # 69541	04/23/2019	04/23/2019	05/03/2019	05/03/2019	972.50
5969 - Coca Cola Bottling CO. Consolidated	2056202228	18 - Bottled Drinks	Paid by EFT # 28577	04/23/2019	04/23/2019	05/03/2019	05/03/2019	124.86
5969 - Coca Cola Bottling CO. Consolidated	2056202202	18 - Bottled Drinks	Paid by EFT # 28577	04/23/2019	04/23/2019	05/03/2019	05/03/2019	484.54
5819 - Synchrony Bank	0040	18 - Cascades - Snack Bar Items	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	72.52
5819 - Synchrony Bank	8861	18 - Cascades - Snack Bar Items	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	68.56
Account 52330 - Street, Alley, and Sewer Material Totals			Program 183500 - Golf Services Totals		Invoice Transactions 5			\$1,722.98
Program 183501 - Golf Course - Pro Shop					Invoice Transactions 5			\$1,722.98
Account 52330 - Street, Alley, and Sewer Material								
4072 - Acushnet Company	907297831	18 - Golf balls, gloves, and clubs	Paid by Check # 69537	04/23/2019	04/23/2019	05/03/2019	05/03/2019	285.38
4072 - Acushnet Company	907273546	18-Golf balls, gloves, and clubs	Paid by Check # 69537	04/23/2019	04/23/2019	05/03/2019	05/03/2019	314.42
4072 - Acushnet Company	907299458	18 - Golf balls, gloves, and clubs	Paid by Check # 69537	04/23/2019	04/23/2019	05/03/2019	05/03/2019	119.00
53619 - Ping, INC	14663518	18 - Clubs, bags, and accessories	Paid by EFT # 28693	04/23/2019	04/23/2019	05/03/2019	05/03/2019	123.09
Account 52330 - Street, Alley, and Sewer Material Totals			Program 183501 - Golf Course - Pro Shop Totals		Invoice Transactions 4			\$841.89
Program 184500 - Youth Services -Juke Box					Invoice Transactions 4			\$841.89
Account 52420 - Other Supplies								
5819 - Synchrony Bank	0031	18-AJB Supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	60.14
Account 52420 - Other Supplies Totals			Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 1			\$60.14
Program 184501 - Youth Services-Kid City Camps					Invoice Transactions 1			\$60.14
Account 52420 - Other Supplies								
5819 - Synchrony Bank	000000 GPHQE	18-AJB cleaning and Kid City supplies	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	278.68
Account 52420 - Other Supplies Totals			Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 1			\$278.68
Account 53990 - Other Services and Charges								
204 - State Of Indiana	61901	18-Criminal Background Checks	Paid by Check # 69557	04/23/2019	04/23/2019	05/03/2019	05/03/2019	49.00
Account 53990 - Other Services and Charges Totals			Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 1			\$49.00
Program 184502 - Youth Expo- Childrens Expo					Invoice Transactions 2			\$327.68
Account 53990 - Other Services and Charges								
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1190327295	18-March radio spots on WBWB	Paid by EFT # 28716	04/23/2019	04/23/2019	05/03/2019	05/03/2019	625.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1190327299	18-March radio spots on WHCC	Paid by EFT # 28716	04/23/2019	04/23/2019	05/03/2019	05/03/2019	625.00
Account 53990 - Other Services and Charges Totals			Program 184502 - Youth Expo- Childrens Expo Totals		Invoice Transactions 2			\$1,250.00
Program 185000 - Twin Lakes Recreation Center					Invoice Transactions 2			\$1,250.00
Account 52210 - Institutional Supplies								
9269 - HP Products Corporation	14362359	18 - TLRC Facility Supplies	Paid by EFT # 28627	04/23/2019	04/23/2019	05/03/2019	05/03/2019	1,666.33
9269 - HP Products Corporation	14366869	18 - TLRC Facility Supplies	Paid by EFT # 28627	04/23/2019	04/23/2019	05/03/2019	05/03/2019	251.80
5819 - Synchrony Bank	8480	18 - TLRC Facility Supplies Open PO	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	171.27
5819 - Synchrony Bank	4534	18 - TLRC Facility Supplies Open PO	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	12.07
Account 52210 - Institutional Supplies Totals			Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 4			\$2,101.47
Account 52310 - Building Materials and Supplies								
5415 - Allied Wholesale Electrical Supply, LLC	5477312	18 - TLRC Light Replacement	Paid by EFT # 28535	04/23/2019	04/23/2019	05/03/2019	05/03/2019	49.44
Account 52310 - Building Materials and Supplies Totals			Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 1			\$49.44
Account 52420 - Other Supplies								
5819 - Synchrony Bank	7331 040519	18 - TLRC Folding Chairs for Courts	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	219.80
Account 52420 - Other Supplies Totals			Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 1			\$219.80
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525	04/22/2019	04/22/2019	04/22/2019	04/22/2019	29.19
Account 53210 - Telephone Totals			Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 1			\$29.19
Account 53310 - Printing								
818 - Everywhere Signs, LLC	54724	18-Culver's banner for Court 1 TLRC	Paid by EFT # 28600	04/23/2019	04/23/2019	05/03/2019	05/03/2019	192.00
818 - Everywhere Signs, LLC	54531	18-Commercial Service dashboard ads at TLRC	Paid by EFT # 28600	04/23/2019	04/23/2019	05/03/2019	05/03/2019	720.00





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2895 - Rapid Reproductions, INC	26865	18-Greene & Schultz advertiser banner	Paid by EFT # 28699	04/23/2019	04/23/2019	05/03/2019	05/03/2019	74.88
2895 - Rapid Reproductions, INC	27291	18-TLRC court banners for Commercial Service	Paid by EFT # 28699	04/23/2019	04/23/2019	05/03/2019	05/03/2019	199.68
				Account 53310 - Printing Totals		Invoice Transactions 4		\$1,186.56
Account 53610 - Building Repairs								
4497 - Abell Elevator Service Company (Oracle Elevator)	1247552	18 - TLRC Elevator Emergency Lights	Paid by EFT # 28532	04/23/2019	04/23/2019	05/03/2019	05/03/2019	743.00
298 - Commercial Service Of Bloomington, INC	S178857	18 - TLRC Back-Flow Repairs	Paid by EFT # 28578	04/23/2019	04/23/2019	05/03/2019	05/03/2019	970.00
392 - Koorsen Fire & Security, INC	4733093	18 - TLRC Back-Flow Inspection (Outside Pit)	Paid by EFT # 28654	04/23/2019	04/23/2019	05/03/2019	05/03/2019	169.90
53657 - Plymate, INC	2831120	18 - TLRC Entry Mat Service	Paid by EFT # 28694	04/23/2019	04/23/2019	05/03/2019	05/03/2019	75.99
				Account 53610 - Building Repairs Totals		Invoice Transactions 4		\$1,958.89
Account 53950 - Landfill								
2260 - Republic Services, INC	0694-002307797	18-Landfill Charges May	Paid by EFT # 28702	04/23/2019	04/23/2019	05/03/2019	05/03/2019	288.13
				Account 53950 - Landfill Totals		Invoice Transactions 1		\$288.13
				Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 16		\$5,833.48
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	041819	18-TLRC Fitness Specialist	Paid by EFT # 28545	04/23/2019	04/23/2019	05/03/2019	05/03/2019	100.00
5274 - Catherine T Gossett	041819	18-TLRC Fitness Specialist	Paid by EFT # 28614	04/23/2019	04/23/2019	05/03/2019	05/03/2019	375.00
6602 - Pendah Jallow	041819	18-TLRC Fitness Specialist	Paid by EFT # 28642	04/23/2019	04/23/2019	05/03/2019	05/03/2019	150.00
1336 - Kristy L LeVert	041819	18-TLRC Fitness Specialist	Paid by EFT # 28657	04/23/2019	04/23/2019	05/03/2019	05/03/2019	125.00
5007 - Emeline P O'Connor	041119	18-TLRC Fitness Specialist	Paid by EFT # 28684	04/23/2019	04/23/2019	05/03/2019	05/03/2019	75.00
14093 - Allana Radecki	041719	18-TLRC Fitness Specialist	Paid by EFT # 28696	04/23/2019	04/23/2019	05/03/2019	05/03/2019	375.00
4062 - Janet Altman Scott	041819	18-TLRC Fitness Specialist	Paid by EFT # 28712	04/23/2019	04/23/2019	05/03/2019	05/03/2019	225.00
1973 - Megan M Stark	041919	18-TLRC Fitness Specialist	Paid by EFT # 28720	04/23/2019	04/23/2019	05/03/2019	05/03/2019	462.50
6722 - Claire Sunkel	041619	18-TLRC Fitness Specialist	Paid by EFT # 28723	04/23/2019	04/23/2019	05/03/2019	05/03/2019	50.00
				Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 9		\$1,937.50
				Program 185002 - TLRC-Health & Wellness Totals		Invoice Transactions 9		\$1,937.50
Program 185006 - TLRC-Concessions								
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	6801207397	18 - TLRC Concessions	Paid by EFT # 28577	04/23/2019	04/23/2019	05/03/2019	05/03/2019	1,139.20
4099 - Gold Medal Products CO.	149464	18 - TLRC Concessions	Paid by EFT # 28611	04/23/2019	04/23/2019	05/03/2019	05/03/2019	295.46
5819 - Synchrony Bank	0321	18 - TLRC Concession - Bananas	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	4.17
5819 - Synchrony Bank	4535	18 - TLRC Concession Open PO	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	168.28
21145 - Sysco USA III, LLC	138879522	18 - TLRC Concessions	Paid by EFT # 28725	04/23/2019	04/23/2019	05/03/2019	05/03/2019	938.81
				Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 5		\$2,545.92
				Program 185006 - TLRC-Concessions Totals		Invoice Transactions 5		\$2,545.92
Program 186500 - Community Events								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525	04/22/2019	04/22/2019	04/22/2019	04/22/2019	29.19
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$29.19
				Program 186500 - Community Events Totals		Invoice Transactions 1		\$29.19
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
6262 - Koenig Equipment, INC	P07598	18 - garden - string trimmer	Paid by EFT # 28653	04/23/2019	04/23/2019	05/03/2019	05/03/2019	225.55
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$225.55
Account 53940 - Temporary Contractual Employee								
6880 - Devin Thomas Brown	040919	18 - garden - garden class instruction	Paid by EFT # 28562	04/23/2019	04/23/2019	05/03/2019	05/03/2019	90.00
				Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 1		\$90.00
				Program 186502 - Community Events-Gardens Totals		Invoice Transactions 2		\$315.55
Program 186503 - Community Events-Farmers' Market								
Account 47240 - EBT Market Bucks								
3960 - Cortland V Carrington	1738	Market Bucks	Paid by EFT # 28567	04/23/2019	04/23/2019	05/03/2019	05/03/2019	9.00
3265 - Linnea Lee Good	1736	Market Bucks	Paid by EFT # 28612	04/23/2019	04/23/2019	05/03/2019	05/03/2019	9.00
4281 - Living Roots, INC	1733	Market Bucks	Paid by EFT # 28659	04/23/2019	04/23/2019	05/03/2019	05/03/2019	720.00
4281 - Living Roots, INC	1734	Market Bucks	Paid by EFT # 28659	04/23/2019	04/23/2019	05/03/2019	05/03/2019	3.00
12430 - Luke Rhodes	1737	Market Bucks	Paid by EFT # 28703	04/23/2019	04/23/2019	05/03/2019	05/03/2019	18.00
				Account 47240 - EBT Market Bucks Totals		Invoice Transactions 5		\$759.00
Account 52420 - Other Supplies								
394 - Kleindorfer Hardware & Variety	615944	18-gloves, hose nozzle	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	15.25





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5819 - Synchrony Bank	553737576999	18-Tent/Snow Cone Stand/Paddles/Banneker	Paid by EFT # 28724	04/23/2019	04/23/2019	05/03/2019	05/03/2019	40.98
11693 - The Award Center, INC	58751	18 - Market - name tags for staff	Paid by EFT # 28729	04/23/2019	04/23/2019	05/03/2019	05/03/2019	78.75
Account 52420 - Other Supplies Totals Invoice Transactions 3								\$134.98
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	9748920X041-2019	18-AT&T Wireless March Charges	Paid by Check # 69525	04/22/2019	04/22/2019	04/22/2019	04/22/2019	47.91
Account 53210 - Telephone Totals Invoice Transactions 1								\$47.91
Account 53310 - Printing								
818 - Everywhere Signs, LLC	54616	18- Market Banners	Paid by EFT # 28600	04/23/2019	04/23/2019	05/03/2019	05/03/2019	1,200.00
818 - Everywhere Signs, LLC	54536	18-Farmers' Market Open Now yard signs	Paid by EFT # 28600	04/23/2019	04/23/2019	05/03/2019	05/03/2019	126.00
5880 - Indiana Clothing Co. (X-Printwear)	20308	18 - Market - t-shirts for sales	Paid by EFT # 28632	04/23/2019	04/23/2019	05/03/2019	05/03/2019	1,397.00
Account 53310 - Printing Totals Invoice Transactions 3								\$2,723.00
Program 186503 - Community Events-Farmers' Market Totals Invoice Transactions 12								\$3,664.89
Program 186504 - Senior Expo								
Account 52420 - Other Supplies								
53005 - Menards, INC	21989	18 - wagons, dolly	Paid by Check # 69552	04/23/2019	04/23/2019	05/03/2019	05/03/2019	270.96
Account 52420 - Other Supplies Totals Invoice Transactions 1								\$270.96
Account 53310 - Printing								
53125 - Mr. Copy, INC	33694	18-50+ Expo promo fliers	Paid by EFT # 28680	04/23/2019	04/23/2019	05/03/2019	05/03/2019	467.10
Account 53310 - Printing Totals Invoice Transactions 1								\$467.10
Program 186504 - Senior Expo Totals Invoice Transactions 2								\$738.06
Program 186506 - Performing Art Series								
Account 53990 - Other Services and Charges								
18865 - Janiece Lyn Jaffe	101	18- 45-minute Performance at Nature	Paid by EFT # 28641	04/23/2019	04/23/2019	05/03/2019	05/03/2019	100.00
204 - State Of Indiana	030919	18- Amusement and Entertainment Permit-	Paid by Check # 69558	04/23/2019	04/23/2019	05/03/2019	05/03/2019	267.00
5819 - Synchrony Bank	553737576999	18-Tent/Snow Cone Stand/Paddles/Banneker	Paid by EFT # 28724	04/23/2019	04/23/2019	05/03/2019	05/03/2019	14.12
Account 53990 - Other Services and Charges Totals Invoice Transactions 3								\$381.12
Program 186506 - Performing Art Series Totals Invoice Transactions 3								\$381.12
Program 187001 - Adult Sports-Softball								
Account 52420 - Other Supplies								
822 - Indiana Amateur Softball Association, INC	20190021	18-	Paid by EFT # 28631	04/23/2019	04/23/2019	05/03/2019	05/03/2019	4,985.00
394 - Kleindorfer Hardware & Variety	613155	18- TLSP Maintenance Crew Equipment	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	122.92
394 - Kleindorfer Hardware & Variety	615041	18- TLSP Maintenance Crew Supplies, close pipe	Paid by EFT # 28651	04/23/2019	04/23/2019	05/03/2019	05/03/2019	14.32
Account 52420 - Other Supplies Totals Invoice Transactions 3								\$5,122.24
Account 53910 - Dues and Subscriptions								
822 - Indiana Amateur Softball Association, INC	20190024	18- TLSP Bloomington Season Opener Team	Paid by EFT # 28631	04/23/2019	04/23/2019	05/03/2019	05/03/2019	882.00
822 - Indiana Amateur Softball Association, INC	20190027	18- TLSP Adult Softball Team Registration Fee	Paid by EFT # 28631	04/23/2019	04/23/2019	05/03/2019	05/03/2019	1,564.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 2								\$2,446.00
Account 53940 - Temporary Contractual Employee								
6906 - James B Beaty	040619	18-TLSP Adult Softball Umpire	Paid by EFT # 28551	04/23/2019	04/23/2019	05/03/2019	05/03/2019	175.00
5562 - Edwin J Briggeman	040619	18-TLSP Adult Softball Umpire	Paid by EFT # 28560	04/23/2019	04/23/2019	05/03/2019	05/03/2019	175.00
20105 - Brandon B Chambers	040619	18-TLSP Adult Softball Umpire	Paid by EFT # 28571	04/23/2019	04/23/2019	05/03/2019	05/03/2019	100.00
6538 - Shane Michael Davis	040619	18-TLSP Adult Softball Umpire	Paid by EFT # 28588	04/23/2019	04/23/2019	05/03/2019	05/03/2019	200.00
5563 - Timothy D Decker	040619	18-TLSP Adult Softball Umpire	Paid by EFT # 28589	04/23/2019	04/23/2019	05/03/2019	05/03/2019	200.00
17565 - Michael B Hicks (Contractual)	040619	18-TLSP Adult Softball Umpire	Paid by EFT # 28622	04/23/2019	04/23/2019	05/03/2019	05/03/2019	150.00
5564 - Michael J Hubler	040619	18- TLSP Ump- Davis	Paid by EFT # 28628	04/23/2019	04/23/2019	05/03/2019	05/03/2019	200.00
5224 - Michael L LaGrave	040619	18-TLSP Ump- LaGrave	Paid by EFT # 28656	04/23/2019	04/23/2019	05/03/2019	05/03/2019	150.00
5615 - Wesley S O'Bryan	040619	18-TLSP Adult Softball Umpire	Paid by EFT # 28683	04/23/2019	04/23/2019	05/03/2019	05/03/2019	175.00
6910 - Kandice S Ransom	040619	18-TLSP Adult Softball Umpire	Paid by EFT # 28698	04/23/2019	04/23/2019	05/03/2019	05/03/2019	175.00
916 - Ronald Lee Summers	040619	18-TLSP Ump- Summers	Paid by EFT # 28722	04/23/2019	04/23/2019	05/03/2019	05/03/2019	100.00
Account 53940 - Temporary Contractual Employee Totals Invoice Transactions 11								\$1,800.00
Program 187001 - Adult Sports-Softball Totals Invoice Transactions 16								\$9,368.24
Program 187006 - Adult Sports-Concessions								
Account 52330 - Street, Alley, and Sewer Material								
4020 - Bajco 100, LLC (Papa Johns)	52591-19-0120	18- TLSP Concession Products- Papa John's	Paid by EFT # 28544	04/23/2019	04/23/2019	05/03/2019	05/03/2019	45.00
4020 - Bajco 100, LLC (Papa Johns)	52591-19-0121	18- TLSP Concessions- Papa Johns	Paid by EFT # 28544	04/23/2019	04/23/2019	05/03/2019	05/03/2019	45.00
4020 - Bajco 100, LLC (Papa Johns)	52591-19-0119	18- TLSP Concession Products- Papa John's	Paid by EFT # 28544	04/23/2019	04/23/2019	05/03/2019	05/03/2019	38.00
5969 - Coca Cola Bottling CO. Consolidated	6801207352	18- TLSP Coca-Cola Products for Concessions	Paid by EFT # 28577	04/23/2019	04/23/2019	05/03/2019	05/03/2019	517.06



# Board of Parks & Recreation Claim Register

Invoice Date Range 04/22/19 - 05/03/19

21042 - Wesley Key (Chick Fil A Bloomington, East FSU)	03200 13046	18- TLSP Concession Products- Chick-Fil-A	Paid by EFT # 28647	04/23/2019	04/23/2019	05/03/2019	05/03/2019	180.00
21042 - Wesley Key (Chick Fil A Bloomington, East FSU)	03200 13039	18- TLSP Concession Products- Chick-Fil-A	Paid by EFT # 28647	04/23/2019	04/23/2019	05/03/2019	05/03/2019	60.00
5819 - Synchrony Bank	0484	18- TLSP Concession Product	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	93.76
5819 - Synchrony Bank	7902	18- TLSP Concessions Products	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	40.38
5819 - Synchrony Bank	6834	18- TLSP Concessions Products	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	304.24
5819 - Synchrony Bank	5967	18- TLSP Concession Product	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	65.36
5819 - Synchrony Bank	7353	18- TLSP Concession Product	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	207.57
5819 - Synchrony Bank	7840	18- TLSP Concessions Products	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	157.56
5819 - Synchrony Bank	7908	18- TLSP Concessions Products	Paid by Check # 69561	04/23/2019	04/23/2019	05/03/2019	05/03/2019	14.56
21145 - Sysco USA III, LLC	138858461	18 TLSCP Conc Sysco food products for conc	Paid by EFT # 28725	04/23/2019	04/23/2019	05/03/2019	05/03/2019	275.78
Account 52330 - Street , Alley, and Sewer Material Totals						Invoice Transactions 14		\$2,044.27
Program 187006 - Adult Sports-Concessions Totals						Invoice Transactions 14		\$2,044.27
Program 187202 - Youth Sports-Winslow								
Account 53310 - Printing								
2895 - Rapid Reproductions, INC	27600	18-Culver's banner for Winslow Sports Complex	Paid by EFT # 28699	04/23/2019	04/23/2019	05/03/2019	05/03/2019	125.10
Account 53310 - Printing Totals						Invoice Transactions 1		\$125.10
Program 187202 - Youth Sports-Winslow Totals						Invoice Transactions 1		\$125.10
Program 187503 - Banneker-Classes								
Account 52420 - Other Supplies								
5819 - Synchrony Bank	553737576999	18-Tent/Snow Cone Stand/Paddles/Banneker	Paid by EFT # 28724	04/23/2019	04/23/2019	05/03/2019	05/03/2019	23.46
5819 - Synchrony Bank	446689447335	18-Banneker 9Ft' Floor Balance Beam	Paid by EFT # 28724	04/23/2019	04/23/2019	05/03/2019	05/03/2019	34.99
Account 52420 - Other Supplies Totals						Invoice Transactions 2		\$58.45
Program 187503 - Banneker-Classes Totals						Invoice Transactions 2		\$58.45
Program 189000 - Operations								
Account 52420 - Other Supplies								
90 - Service Supply Ltd., INC	21855	18-6' cast Memorial Bench for WWSP	Paid by EFT # 28713	04/23/2019	04/23/2019	05/03/2019	05/03/2019	1,720.85
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T91075	18-(16) Safety yellow hoodies for seasonal	Paid by EFT # 28726	04/23/2019	04/23/2019	05/03/2019	05/03/2019	231.00
Account 52420 - Other Supplies Totals						Invoice Transactions 2		\$1,951.85
Program 189000 - Operations Totals						Invoice Transactions 2		\$1,951.85
Department 18 - Parks & Recreation Totals						Invoice Transactions 132		\$55,579.58
Fund 201 - Parks and Rec Non Reverting Totals						Invoice Transactions 133		\$55,654.58
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016A - 2016 A FSC BBC Golf Rose Goat								
Account 54510 - Other Capital Outlays								
12604 - Howard D Bruce (Tabor/Bruce Architecture & Design, INC)	12.0000	18-Golf Clubhouse Architect Services	Paid by EFT # 28563	04/23/2019	04/23/2019	05/03/2019	05/03/2019	3,060.00
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$3,060.00
Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals						Invoice Transactions 1		\$3,060.00
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP								
Account 54510 - Other Capital Outlays								
4063 - Recreation InSites, LLC	403	18-7-piece fitness station w/ installation inc. for	Paid by EFT # 28700	04/23/2019	04/23/2019	05/03/2019	05/03/2019	28,168.25
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$28,168.25
Program 18016C - 2016 C BP GN OP PP SO 3rd WinSP Totals						Invoice Transactions 1		\$28,168.25
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA								
Account 54510 - Other Capital Outlays								
2823 - John Naylor Trucking, LLC	25535	18-Stone for TLRC Access Road HVAC	Paid by EFT # 28643	04/23/2019	04/23/2019	05/03/2019	05/03/2019	502.02
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$502.02
Program 18016E - 2016 E BPP 9 C H MP PR SO TLRCSA Totals						Invoice Transactions 1		\$502.02
Department 18 - Parks & Recreation Totals						Invoice Transactions 3		\$31,730.27
Fund 977 - Parks 2016 GO Bond Proceeds Totals						Invoice Transactions 3		\$31,730.27
Fund 980 - 2018 BicentennialBnd Prcd900030								
Department 18 - Parks & Recreation								
Program 18018C - Enrty Ways St Trees Alley Enhanc								
Account 54510 - Other Capital Outlays								
7059 - Eagle Ridge Civil Engineering Services, LLC	182-01	13-Downtown Alleys-Inv. date 3/22/2019	Paid by EFT # 28593	04/23/2019	04/23/2019	05/03/2019	05/03/2019	3,730.00
Account 54510 - Other Capital Outlays Totals						Invoice Transactions 1		\$3,730.00
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals						Invoice Transactions 1		\$3,730.00
Department 18 - Parks & Recreation Totals						Invoice Transactions 1		\$3,730.00
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals						Invoice Transactions 1		\$3,730.00
Grand Totals						Invoice Transactions 290		\$247,237.71

# REGISTER OF SPECIAL CLAIMS

Board:Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
5/3/2019	Claims				247,237.71
4/18/2019	Sales Tax				3,690.37
4/16/2019	Special Utility Claims				19,022.08
					<u>269,950.16</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 \$ 269,950.16

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

\_\_\_\_\_  
 \_\_\_\_\_

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

Fiscal Office \_\_\_\_\_



# Board of Parks & Recreation Claim Register Bank Fees for March 2019

Invoice Date Range 04/28/19 - 04/28/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (\$1301)</b>										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762		04/28/2019	04/28/2019	04/28/2019		04/28/2019	10.00
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$10.00
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 1	\$10.00
Program 182002 - Aquatics - Mills Pool										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762		04/28/2019	04/28/2019	04/28/2019		04/28/2019	5.00
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$5.00
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 1	\$5.00
Program 182500 - Frank Southern Center										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762		04/28/2019	04/28/2019	04/28/2019		04/28/2019	275.92
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$275.92
Program 182500 - Frank Southern Center Totals									Invoice Transactions 1	\$275.92
Program 183500 - Golf Services										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762		04/28/2019	04/28/2019	04/28/2019		04/28/2019	972.71
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$972.71
Program 183500 - Golf Services Totals									Invoice Transactions 1	\$972.71
Program 184000 - Natural Resources										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762		04/28/2019	04/28/2019	04/28/2019		04/28/2019	11.65
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$11.65
Program 184000 - Natural Resources Totals									Invoice Transactions 1	\$11.65
Program 187001 - Adult Sports-Softball										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762		04/28/2019	04/28/2019	04/28/2019		04/28/2019	391.36
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$391.36
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 1	\$391.36
Program 187202 - Youth Sports-Winslow										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762		04/28/2019	04/28/2019	04/28/2019		04/28/2019	3.85
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$3.85
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 1	\$3.85
Department 18 - Parks & Recreation Totals									Invoice Transactions 7	\$1,670.49
Fund 200 - Parks and Recreation Gen (\$1301) Totals									Invoice Transactions 7	\$1,670.49
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762		04/28/2019	04/28/2019	04/28/2019		04/28/2019	50.56
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$50.56
Program 181000 - Administration Totals									Invoice Transactions 1	\$50.56
Program 181001 - Health & Wellness										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762		04/28/2019	04/28/2019	04/28/2019		04/28/2019	.40
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$0.40
Program 181001 - Health & Wellness Totals									Invoice Transactions 1	\$0.40
Program 182003 - Aquatics-Health & Safety										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762		04/28/2019	04/28/2019	04/28/2019		04/28/2019	21.85
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$21.85
Program 182003 - Aquatics-Health & Safety Totals									Invoice Transactions 1	\$21.85
Program 184500 - Youth Services -Juke Box										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762		04/28/2019	04/28/2019	04/28/2019		04/28/2019	14.63
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$14.63
Program 184500 - Youth Services -Juke Box Totals									Invoice Transactions 1	\$14.63
Program 184501 - Youth Services-Kid City Camps										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762		04/28/2019	04/28/2019	04/28/2019		04/28/2019	405.80
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$405.80
Program 184501 - Youth Services-Kid City Camps Totals									Invoice Transactions 1	\$405.80
Program 185000 - Twin Lakes Recreation Center										
Account 53830 - Bank Charges										



# Board of Parks & Recreation Claim Register Bank Fees for March 2019

Invoice Date Range 04/28/19 - 04/28/19

18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762	04/28/2019	04/28/2019	04/28/2019	04/28/2019	785.19
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$785.19
				Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 1		\$785.19
Program 185003 - TLRC-Basketball								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762	04/28/2019	04/28/2019	04/28/2019	04/28/2019	3.98
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$3.98
				Program 185003 - TLRC-Basketball Totals		Invoice Transactions 1		\$3.98
Program 186500 - Community Events								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762	04/28/2019	04/28/2019	04/28/2019	04/28/2019	386.76
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$386.76
				Program 186500 - Community Events Totals		Invoice Transactions 1		\$386.76
Program 186502 - Community Events-Gardens								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762	04/28/2019	04/28/2019	04/28/2019	04/28/2019	55.76
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$55.76
				Program 186502 - Community Events-Gardens Totals		Invoice Transactions 1		\$55.76
Program 186503 - Community Events-Farmers' Market								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762	04/28/2019	04/28/2019	04/28/2019	04/28/2019	42.12
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$42.12
				Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 1		\$42.12
Program 186504 - Senior Expo								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762	04/28/2019	04/28/2019	04/28/2019	04/28/2019	11.57
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$11.57
				Program 186504 - Senior Expo Totals		Invoice Transactions 1		\$11.57
Program 187002 - Adult Sports-Tennis								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762	04/28/2019	04/28/2019	04/28/2019	04/28/2019	25.40
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$25.40
				Program 187002 - Adult Sports-Tennis Totals		Invoice Transactions 1		\$25.40
Program 187503 - Banneker-Classes								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762	04/28/2019	04/28/2019	04/28/2019	04/28/2019	18.39
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$18.39
				Program 187503 - Banneker-Classes Totals		Invoice Transactions 1		\$18.39
Program 189003 - Operations-Open Shelters								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	CCParksMarch2019	18-Parks CC Bank Fees March 2019	Paid by EFT # 28762	04/28/2019	04/28/2019	04/28/2019	04/28/2019	141.99
				Account 53830 - Bank Charges Totals		Invoice Transactions 1		\$141.99
				Program 189003 - Operations-Open Shelters Totals		Invoice Transactions 1		\$141.99
				Department 18 - Parks & Recreation Totals		Invoice Transactions 14		\$1,964.40
				Fund 201 - Parks and Rec Non Reverting Totals		Invoice Transactions 14		\$1,964.40
				Grand Totals		Invoice Transactions 21		\$3,634.89



# Board of Parks & Recreation Claim Register Utilities

Invoice Date Range 05/01/19 - 05/01/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53210 - Telephone										
1079 - AT&T	849494855 040919	18-AT&T Long Distance Calls March	Paid by Check # 69576		05/01/2019	05/01/2019	05/01/2019		05/01/2019	33.82
				Account 53210 - Telephone Totals				Invoice Transactions 1		\$33.82
				Program 181000 - Administration Totals				Invoice Transactions 1		\$33.82
				Department 18 - Parks & Recreation Totals				Invoice Transactions 1		\$33.82
				Fund 200 - Parks and Recreation Gen (S1301) Totals				Invoice Transactions 1		\$33.82
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53910 - Dues and Subscriptions										
454 - DirectTV, LLC	36188657039	18-Satellite Service	Paid by Check # 69580		05/01/2019	05/01/2019	05/01/2019		05/01/2019	211.97
				Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 1		\$211.97
				Program 185000 - Twin Lakes Recreation Center Totals				Invoice Transactions 1		\$211.97
				Department 18 - Parks & Recreation Totals				Invoice Transactions 1		\$211.97
				Fund 201 - Parks and Rec Non Reverting Totals				Invoice Transactions 1		\$211.97
				Grand Totals				Invoice Transactions 2		\$245.79



# Board of Parks & Recreation Claim Register

Invoice Date Range 05/06/19 - 05/17/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
<b>Department 18 - Parks &amp; Recreation</b>										
<b>Program 181001 - Health &amp; Wellness</b>										
<b>Account 52420 - Other Supplies</b>										
4647 - SBS Worldwide, INC	IN100104652	18 - Fit club supplies	Paid by EFT # 28925		05/07/2019	05/07/2019	05/17/2019		05/17/2019	76.26
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$76.26
Program 181001 - Health & Wellness Totals									Invoice Transactions 1	\$76.26
<b>Program 181100 - Marketing</b>										
<b>Account 53310 - Printing</b>										
5387 - Creative Graphics, INC (dba Baugh Enterprises)	6345	18-Griffy Lake wallet cards	Paid by EFT # 28820		05/07/2019	05/07/2019	05/17/2019		05/17/2019	90.00
818 - Everywhere Signs, LLC	54843	18-sponsor banners for T-Ball & Rookie Baseball	Paid by EFT # 28833		05/07/2019	05/07/2019	05/17/2019		05/17/2019	96.00
818 - Everywhere Signs, LLC	54557	18-Bloomington Street Fair yard signs	Paid by EFT # 28833		05/07/2019	05/07/2019	05/17/2019		05/17/2019	75.00
Account 53310 - Printing Totals									Invoice Transactions 3	\$261.00
<b>Account 53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	9879478	18-Cilpart.com annual subscription	Paid by Check # 69612		05/07/2019	05/07/2019	05/17/2019		05/17/2019	139.95
3560 - First Financial Bank / Credit Cards	2232-1368	18-annual subscription Robly email marketing	Paid by Check # 69612		05/07/2019	05/07/2019	05/17/2019		05/17/2019	535.50
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 2	\$675.45
<b>Account 53990 - Other Services and Charges</b>										
129 - FedEx Office and Print Service, INC	021100039770	18-laminate sunscreen station posters for pools	Paid by EFT # 28836		05/07/2019	05/07/2019	05/17/2019		05/17/2019	50.39
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$50.39
Program 181100 - Marketing Totals									Invoice Transactions 6	\$986.84
<b>Program 182001 - Aquatics - Bryan Pool</b>										
<b>Account 52340 - Other Repairs and Maintenance</b>										
53005 - Menards, INC	23224	18 - Pools - Misc Supplies (sand, power	Paid by Check # 69619		05/07/2019	05/07/2019	05/17/2019		05/17/2019	8.40
4443 - The Sherwin Williams Company	0766-4	18 - POOLS - paint for preseason	Paid by EFT # 28954		05/07/2019	05/07/2019	05/17/2019		05/17/2019	46.38
4443 - The Sherwin Williams Company	0629-4	18 - POOLS - paint for preseason	Paid by EFT # 28954		05/07/2019	05/07/2019	05/17/2019		05/17/2019	48.67
4443 - The Sherwin Williams Company	0927-2	18 - POOLS - paint for preseason	Paid by EFT # 28954		05/07/2019	05/07/2019	05/17/2019		05/17/2019	23.43
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 4	\$126.88
<b>Account 53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 052819	18-Water & Sewer Charges April	Paid by Check # 69588		05/06/2019	05/06/2019	05/06/2019		05/06/2019	221.98
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$221.98
<b>Account 53990 - Other Services and Charges</b>										
4175 - The Stables Events, LLC (Izzy's Rentals)	8100	18 - POOLS - Pumping out diving wells	Paid by EFT # 28955		05/07/2019	05/07/2019	05/17/2019		05/17/2019	68.75
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$68.75
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 6	\$417.61
<b>Program 182002 - Aquatics - Mills Pool</b>										
<b>Account 52340 - Other Repairs and Maintenance</b>										
53005 - Menards, INC	23224	18 - Pools - Misc Supplies (sand, power	Paid by Check # 69619		05/07/2019	05/07/2019	05/17/2019		05/17/2019	8.40
4443 - The Sherwin Williams Company	0766-4	18 - POOLS - paint for preseason	Paid by EFT # 28954		05/07/2019	05/07/2019	05/17/2019		05/17/2019	92.76
4443 - The Sherwin Williams Company	0629-4	18 - POOLS - paint for preseason	Paid by EFT # 28954		05/07/2019	05/07/2019	05/17/2019		05/17/2019	97.35
4443 - The Sherwin Williams Company	0927-2	18 - POOLS - paint for preseason	Paid by EFT # 28954		05/07/2019	05/07/2019	05/17/2019		05/17/2019	46.87
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 4	\$245.38
<b>Account 53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 052819	18-Water & Sewer Charges April	Paid by Check # 69588		05/06/2019	05/06/2019	05/06/2019		05/06/2019	75.21
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$75.21
<b>Account 53540 - Natural Gas</b>										
222 - Vectren	50524084890508 19	18-Natural Gas Charges April	Paid by Check # 69597		05/06/2019	05/06/2019	05/06/2019		05/06/2019	46.60
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$46.60
<b>Account 53990 - Other Services and Charges</b>										
4175 - The Stables Events, LLC (Izzy's Rentals)	8100	18 - POOLS - Pumping out diving wells	Paid by EFT # 28955		05/07/2019	05/07/2019	05/17/2019		05/17/2019	68.75
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$68.75
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 7	\$435.94
<b>Program 182500 - Frank Southern Center</b>										
<b>Account 53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 052819	18-Water & Sewer Charges April	Paid by Check # 69588		05/06/2019	05/06/2019	05/06/2019		05/06/2019	139.13
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$139.13
Program 182500 - Frank Southern Center Totals									Invoice Transactions 1	\$139.13
<b>Program 183500 - Golf Services</b>										
<b>Account 52210 - Institutional Supplies</b>										
3978 - J & M Golf, INC	0571713-IN	18 - Golf Pencils	Paid by EFT # 28866		05/07/2019	05/07/2019	05/17/2019		05/17/2019	400.61
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$400.61
<b>Account 53530 - Water and Sewer</b>										



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208 - City Of Bloomington Utilities	14187-001	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	1,026.62
208 - City Of Bloomington Utilities	4159-001	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	1,349.08
Account 53530 - Water and Sewer Totals Invoice Transactions 2								\$2,375.70
Account 54420 - Purchase of Equipment								
3958 - Kenney Outdoor Solutions, Corp	811279-00	18-Fairway Mower-Reelmaster 3575-D	Paid by EFT # 28875	05/07/2019	05/07/2019	05/17/2019	05/17/2019	52,013.21
Account 54420 - Purchase of Equipment Totals Invoice Transactions 1								\$52,013.21
Program 183500 - Golf Services Totals Invoice Transactions 4								\$54,789.52
Program 184000 - Natural Resources								
Account 52420 - Other Supplies								
11589 - Bloomington Cooperative Services (Bloominfoods)	438699	18-nat res program supplies	Paid by EFT # 28794	05/07/2019	05/07/2019	05/17/2019	05/17/2019	4.90
Account 52420 - Other Supplies Totals Invoice Transactions 1								\$4.90
Account 53920 - Laundry and Other Sanitation Services								
4175 - The Stables Events, LLC (Izzy's Rentals)	8102	18-wapeham portable toilet service	Paid by EFT # 28955	05/07/2019	05/07/2019	05/17/2019	05/17/2019	40.00
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 1								\$40.00
Program 184000 - Natural Resources Totals Invoice Transactions 2								\$44.90
Program 184500 - Youth Services -Juke Box								
Account 52310 - Building Materials and Supplies								
394 - Kleindorfer Hardware & Variety	611710	18-AJB Electrical repairs	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	80.83
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 1								\$80.83
Account 53610 - Building Repairs								
321 - Harrell Fish, INC	C004318	18-AJB Spring Air Conditioner and Furnace	Paid by EFT # 28852	05/07/2019	05/07/2019	05/17/2019	05/17/2019	330.00
Account 53610 - Building Repairs Totals Invoice Transactions 1								\$330.00
Account 53990 - Other Services and Charges								
11611 - Woods Electrical Contractors, INC	1904COBJUKE	18-AJB Electrical Inspection	Paid by EFT # 28971	05/07/2019	05/07/2019	05/17/2019	05/17/2019	67.01
Account 53990 - Other Services and Charges Totals Invoice Transactions 1								\$67.01
Program 184500 - Youth Services -Juke Box Totals Invoice Transactions 3								\$477.84
Program 186500 - Community Events								
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards	29514263426486 83	18- first aid kit, gauze, sweetener packets,	Paid by Check # 69612	05/07/2019	05/07/2019	05/17/2019	05/17/2019	55.13
Account 52420 - Other Supplies Totals Invoice Transactions 1								\$55.13
Account 53310 - Printing								
818 - Everywhere Signs, LLC	54565	18-Two, coroplast sign wing banners for the	Paid by EFT # 28833	05/07/2019	05/07/2019	05/17/2019	05/17/2019	370.00
Account 53310 - Printing Totals Invoice Transactions 1								\$370.00
Account 53990 - Other Services and Charges								
788 - Bright Rental, LLC (Master Rental Center)	297193	18- Street Fair Rentals	Paid by EFT # 28800	05/07/2019	05/07/2019	05/17/2019	05/17/2019	1,034.24
536 - Chris Ramsey (KingSnake Sound Company)	140519	18- Sounds for Bloomington Street Fair	Paid by EFT # 28916	05/07/2019	05/07/2019	05/17/2019	05/17/2019	325.00
204 - State Of Indiana	05012019	18- Amusement and Entertainm Permitt- WHB	Paid by Check # 69631	05/07/2019	05/07/2019	05/17/2019	05/17/2019	134.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 3								\$1,493.24
Program 186500 - Community Events Totals Invoice Transactions 5								\$1,918.37
Program 186502 - Community Events-Gardens								
Account 52420 - Other Supplies								
409 - Black Lumber Co. INC	397890	18-paint	Paid by EFT # 28792	05/07/2019	05/07/2019	05/17/2019	05/17/2019	8.79
394 - Kleindorfer Hardware & Variety	611578	18-Masons line	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	9.99
Account 52420 - Other Supplies Totals Invoice Transactions 2								\$18.78
Program 186502 - Community Events-Gardens Totals Invoice Transactions 2								\$18.78
Program 187001 - Adult Sports-Softball								
Account 52230 - Garage and Motor Supplies								
6262 - Koenig Equipment, INC	P07994	18- TLSP Mower Parts-Gaskets, Bolts, Seal,	Paid by EFT # 28883	05/07/2019	05/07/2019	05/17/2019	05/17/2019	27.10
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 1								\$27.10
Account 52420 - Other Supplies								
51857 - Flex-Pac, INC	12535308	18-TLSP Wasp and Hornet Spray	Paid by Check # 69615	05/07/2019	05/07/2019	05/17/2019	05/17/2019	91.08
394 - Kleindorfer Hardware & Variety	615314	18-safety glasses, pliers, cable puller	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	78.96
394 - Kleindorfer Hardware & Variety	615497	18- TLSP Maintenance Crew Hardware- Bungee	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	8.87
394 - Kleindorfer Hardware & Variety	613815	18- TLSP Maintenance Crew Supplies- Shovels	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	76.47
Account 52420 - Other Supplies Totals Invoice Transactions 4								\$255.38
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	618.70
208 - City Of Bloomington Utilities	4159-001	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	21.44
Account 53530 - Water and Sewer Totals Invoice Transactions 2								\$640.14
Program 187001 - Adult Sports-Softball Totals Invoice Transactions 7								\$922.62
Program 187202 - Youth Sports-Winslow								
Account 52210 - Institutional Supplies								





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51857 - Flex-Pac, INC	1252847	18 - Winslow trash bags toilet paper hand soap	Paid by Check # 69615	05/07/2019	05/07/2019	05/17/2019	05/17/2019	1,331.09
Account 52220 - Agricultural Supplies			Account 52210 - Institutional Supplies Totals		Invoice Transactions 1			\$1,331.09
4383 - Advanced Turf Solutions, INC	50743917	18 - Winslow Field Fertilizer, Grub	Paid by EFT # 28776	05/07/2019	05/07/2019	05/17/2019	05/17/2019	405.00
Account 52340 - Other Repairs and Maintenance			Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1			\$405.00
394 - Kleindorfer Hardware & Variety	611742	18-cable, zip ties, turn buckle, cable clamps	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	112.65
53038 - Mid America Sales Associates	399326-00	18-Heavy Duty Drag	Paid by EFT # 28895	05/07/2019	05/07/2019	05/17/2019	05/17/2019	403.64
Account 52420 - Other Supplies			Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 2			\$516.29
409 - Black Lumber Co. INC	399184	18 - Winslow Turnbuckles	Paid by EFT # 28792	05/07/2019	05/07/2019	05/17/2019	05/17/2019	12.72
394 - Kleindorfer Hardware & Variety	611357	18-cables, bolts, washers, nuts, bit, hose	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	270.55
394 - Kleindorfer Hardware & Variety	611742	18-cable, zip ties, turn buckle, cable clamps	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	10.23
53005 - Menards, INC	23056	18 - Winslow Cable Cutters, turnbuckles	Paid by Check # 69619	05/07/2019	05/07/2019	05/17/2019	05/17/2019	54.83
53038 - Mid America Sales Associates	399301-00	18 - Winslow Bases, templates, plugs, etc	Paid by EFT # 28895	05/07/2019	05/07/2019	05/17/2019	05/17/2019	2,079.97
Account 53530 - Water and Sewer			Account 52420 - Other Supplies Totals		Invoice Transactions 5			\$2,428.30
208 - City Of Bloomington Utilities	4159-001 052819	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	778.15
Account 53950 - Landfill			Account 53530 - Water and Sewer Totals		Invoice Transactions 1			\$778.15
2260 - Republic Services, INC	0694-002313001	18-Landfill April Charges	Paid by EFT # 28918	05/07/2019	05/07/2019	05/17/2019	05/17/2019	371.65
Program 187208 - Youth Sports-Olcott			Account 53950 - Landfill Totals		Invoice Transactions 1			\$371.65
Account 52220 - Agricultural Supplies			Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 11			\$5,830.48
4383 - Advanced Turf Solutions, INC	50743917	18 - Winslow Field Fertilizer, Grub	Paid by EFT # 28776	05/07/2019	05/07/2019	05/17/2019	05/17/2019	116.08
Account 53530 - Water and Sewer			Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1			\$116.08
208 - City Of Bloomington Utilities	41487-001 052819	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	333.15
Program 187500 - Banneker			Account 53530 - Water and Sewer Totals		Invoice Transactions 1			\$333.15
Account 53140 - Exterminator Services			Program 187208 - Youth Sports-Olcott Totals		Invoice Transactions 2			\$449.23
4073 - Terminix International	384897726	18-BBCC-1PM	Paid by Check # 69634	05/07/2019	05/07/2019	05/17/2019	05/17/2019	40.00
Account 53530 - Water and Sewer			Account 53140 - Exterminator Services Totals		Invoice Transactions 1			\$40.00
208 - City Of Bloomington Utilities	4159-001 052819	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	83.21
Account 53540 - Natural Gas			Account 53530 - Water and Sewer Totals		Invoice Transactions 1			\$83.21
222 - Vectren	03507450060507 19	18-Natural Gas Charges April	Paid by Check # 69597	05/06/2019	05/06/2019	05/06/2019	05/06/2019	109.99
Account 53920 - Laundry and Other Sanitation Services			Account 53540 - Natural Gas Totals		Invoice Transactions 1			\$109.99
53657 - Plymate, INC	2832794	18-BBCC-Mats	Paid by EFT # 28912	05/07/2019	05/07/2019	05/17/2019	05/17/2019	43.72
Account 53990 - Other Services and Charges			Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 1			\$43.72
6279 - Destiny Easton (1 Shine Cleaning, LLC)	3710	18-BBCC-Facility Cleaning	Paid by EFT # 28830	05/07/2019	05/07/2019	05/17/2019	05/17/2019	225.00
Program 188001 - Inclusive Recreation			Account 53990 - Other Services and Charges Totals		Invoice Transactions 1			\$225.00
Account 53910 - Dues and Subscriptions			Program 187500 - Banneker Totals		Invoice Transactions 5			\$501.92
1101 - National Council For Therapeutic Recreation- NCTRC	NCTRC 1251	18-Inclusive Coordinator Certification	Paid by Check # 69623	05/07/2019	05/07/2019	05/17/2019	05/17/2019	80.00
Program 189000 - Operations			Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1			\$80.00
Account 52210 - Institutional Supplies			Program 188001 - Inclusive Recreation Totals		Invoice Transactions 1			\$80.00
3508 - Cintas Corporation (Cintas #529 EFT Vendor)	4021116220	18-Custodial supplies for restrooms & shelters	Paid by EFT # 28811	05/07/2019	05/07/2019	05/17/2019	05/17/2019	583.79
313 - Fastenal Company	INBLM211958	18-Safety supplies & custodial supplies	Paid by EFT # 28835	05/07/2019	05/07/2019	05/17/2019	05/17/2019	762.17
313 - Fastenal Company	INBLM211959	18-trash an liners for Sanitation	Paid by EFT # 28835	05/07/2019	05/07/2019	05/17/2019	05/17/2019	670.00
313 - Fastenal Company	INBLM212060	18-trash an liners for Sanitation	Paid by EFT # 28835	05/07/2019	05/07/2019	05/17/2019	05/17/2019	938.00
394 - Kleindorfer Hardware & Variety	613623	18-bleach and vinegar	Paid by EFT # 28892	05/07/2019	05/07/2019	05/17/2019	05/17/2019	31.92
Account 52220 - Agricultural Supplies			Account 52210 - Institutional Supplies Totals		Invoice Transactions 5			\$2,985.88



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51891 - Forest Commodities, INC	19042901	18-playground surfacing	Paid by EFT # 20840	05/07/2019	05/07/2019	05/17/2019	05/17/2019	1,735.00
Account 52230 - Garage and Motor Supplies			Account 52230 - Agricultural Supplies Totals	Invoice Transactions 1				\$1,735.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	259979	18-tire rep needle	Paid by EFT # 28936	05/07/2019	05/07/2019	05/17/2019	05/17/2019	11.40
Account 52310 - Building Materials and Supplies			Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 1				\$11.40
334 - Irving Materials, INC	10692171	18-Poured concrete for multiple projects	Paid by EFT # 28865	05/07/2019	05/07/2019	05/17/2019	05/17/2019	329.00
365 - Rogers Group, INC	0071170442	18-Stone, gravel, sand, topsoil etc. for various	Paid by EFT # 28923	05/07/2019	05/07/2019	05/17/2019	05/17/2019	46.72
365 - Rogers Group, INC	0071170561	18-Stone, gravel, sand, topsoil etc. for various	Paid by EFT # 28923	05/07/2019	05/07/2019	05/17/2019	05/17/2019	95.12
Account 52340 - Other Repairs and Maintenance			Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 3				\$470.84
5415 - Allied Wholesale Electrical Supply, LLC	5489027	18-(4) gals Blue Seal for urinals	Paid by EFT # 28777	05/07/2019	05/07/2019	05/17/2019	05/17/2019	298.00
394 - Kleindorfer Hardware & Variety	611951	18-spray paint	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	18.57
394 - Kleindorfer Hardware & Variety	611934	18-carpet tape, downspout extension	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	16.68
394 - Kleindorfer Hardware & Variety	613581	18-bolts, nuts, shaft collar	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	7.87
6262 - Koenig Equipment, INC	P08323	18-Replacement grounds equip. & parts	Paid by EFT # 28883	05/07/2019	05/07/2019	05/17/2019	05/17/2019	139.95
786 - Richard's Small Engine, INC	336978	18-blade for weedeater	Paid by EFT # 28920	05/07/2019	05/07/2019	05/17/2019	05/17/2019	9.37
Account 52420 - Other Supplies			Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 6				\$490.44
394 - Kleindorfer Hardware & Variety	611820	18-hose, nozzle spray	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	42.48
4394 - Richardson Enterprises of Blgtn, LLC (FastStons)	INV-7775	18-(2) dibond & (2) aluminum signs	Paid by EFT # 28921	05/07/2019	05/07/2019	05/17/2019	05/17/2019	132.55
Account 53230 - Travel			Account 52420 - Other Supplies Totals	Invoice Transactions 2				\$175.03
1210 - Barbara J Dunbar	05022019	18-Certified Playground Safety Inspector	Paid by EFT # 28827	05/07/2019	05/07/2019	05/17/2019	05/17/2019	432.00
6903 - Mark Allen Marotz	05022019	18-Certified Playground Safety Inspector	Paid by EFT # 28892	05/07/2019	05/07/2019	05/17/2019	05/17/2019	452.00
Account 53530 - Water and Sewer			Account 53230 - Travel Totals	Invoice Transactions 2				\$884.00
208 - City Of Bloomington Utilities	42122-001 052819	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	40.84
208 - City Of Bloomington Utilities	39530-002 052819	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	51.60
208 - City Of Bloomington Utilities	14187-001 052819	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	1,036.65
208 - City Of Bloomington Utilities	4159-001 052819	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	711.24
Account 53540 - Natural Gas			Account 53530 - Water and Sewer Totals	Invoice Transactions 4				\$1,840.33
222 - Vectren	0252409732050319	18-Natural Gas Charges April	Paid by Check # 69597	05/06/2019	05/06/2019	05/06/2019	05/06/2019	87.47
Account 53920 - Laundry and Other Sanitation Services			Account 53540 - Natural Gas Totals	Invoice Transactions 1				\$87.47
19171 - Aramark Uniform & Career Apparel Group, INC	1823878840	18-Uniform & mat laundry services for	Paid by EFT # 28784	05/07/2019	05/07/2019	05/17/2019	05/17/2019	15.36
4175 - The Stables Events, LLC (Izzy's Rentals)	8099	18-Rental/service of (2) & service of (6) port-a-	Paid by EFT # 28955	05/07/2019	05/07/2019	05/17/2019	05/17/2019	530.00
Account 54510 - Other Capital Outlays			Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2				\$545.36
1138 - BCT Management, INC	4953	18-City contribution toward carpet	Paid by EFT # 28788	05/07/2019	05/07/2019	05/17/2019	05/17/2019	18,200.00
Program 189500 - Landscaping			Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1				\$18,200.00
Account 52220 - Agricultural Supplies			Program 189500 - Operations Totals	Invoice Transactions 28				\$27,425.75
52948 - Mays Greenhouse, LLC	26755	18-rose bush	Paid by EFT # 28894	05/07/2019	05/07/2019	05/17/2019	05/17/2019	19.99
5391 - Spence Restoration Nursery, INC	834	18- 4263 native plugs & native upland seed for 1	Paid by EFT # 28937	05/07/2019	05/07/2019	05/17/2019	05/17/2019	1,672.00
5391 - Spence Restoration Nursery, INC	835	18- 4263 native plugs & native upland seed for 1	Paid by EFT # 28937	05/07/2019	05/07/2019	05/17/2019	05/17/2019	7,809.80
Account 52420 - Other Supplies			Account 52220 - Agricultural Supplies Totals	Invoice Transactions 3				\$9,501.79
4660 - A.M. Leonard, INC	C119065568	18- hand tools for landscaping and	Paid by EFT # 28773	05/07/2019	05/07/2019	05/17/2019	05/17/2019	515.32
394 - Kleindorfer Hardware & Variety	615766	18-anchor, heat shrink	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	35.27
394 - Kleindorfer Hardware & Variety	611821	18-pillers	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	72.98
394 - Kleindorfer Hardware & Variety	613890	18-sponges, cable ties, Tide	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	36.15
Account 53530 - Water and Sewer			Account 52420 - Other Supplies Totals	Invoice Transactions 4				\$659.72
208 - City Of Bloomington Utilities	42122-001 052819	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	15.48



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208 - City Of Bloomington Utilities	39530-002	18-Water & Sewer	Paid by Check #	05/06/2019	05/06/2019	05/06/2019	05/06/2019	13.49
	052819	Charges April	69588					
208 - City Of Bloomington Utilities	14187-001	18-Water & Sewer	Paid by Check #	05/06/2019	05/06/2019	05/06/2019	05/06/2019	270.59
	052819	Charges April	69588					
208 - City Of Bloomington Utilities	4159-001	18-Water & Sewer	Paid by Check #	05/06/2019	05/06/2019	05/06/2019	05/06/2019	151.64
	052819	Charges April	69588					
Account 53530 - Water and Sewer Totals				Invoice Transactions 4				\$451.20
Account 53950 - Landfill				Account 53950 - Landfill Totals				\$225.00
908 - JB Salvage (Westside Auto Parts)	6643	18-Yard Waste April	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	225.00
		Charges IN# 6643	28869					
Account 53950 - Landfill Totals				Invoice Transactions 1				\$225.00
Program 189500 - Landscaping Totals				Invoice Transactions 12				\$10,837.71
Program 189501 - Cemeteries				Account 53540 - Natural Gas Totals				\$46.63
Account 53540 - Natural Gas				Program 189501 - Cemeteries Totals				\$46.63
222 - Vectren	21546282490507	18-Natural Gas Charges	Paid by Check #	05/06/2019	05/06/2019	05/06/2019	05/06/2019	21.09
	19	April	69597					
222 - Vectren	21501905570507	18-Natural Gas Charges	Paid by Check #	05/06/2019	05/06/2019	05/06/2019	05/06/2019	25.54
	19	April	69597					
Account 53540 - Natural Gas Totals				Invoice Transactions 2				\$46.63
Program 189503 - Urban Forestry				Invoice Transactions 2				\$46.63
Account 52220 - Agricultural Supplies				Account 52220 - Agricultural Supplies Totals				\$14,670.00
6363 - Goodmark Nurseries, LLC	18792	18- 78 Trees and	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	14,670.00
		Freight	28846					
Account 52220 - Agricultural Supplies Totals				Invoice Transactions 1				\$14,670.00
Account 53240 - Freight / Other				Account 53240 - Freight / Other Totals				\$1,400.00
6363 - Goodmark Nurseries, LLC	18792	18- 78 Trees and	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	1,400.00
		Freight	28846					
Account 53990 - Other Services and Charges				Invoice Transactions 1				\$1,400.00
11221 - Paul R Patrick (Rick Patrick Tree Care)	043019-COB	18- Spring 2019 Pruning	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	1,545.00
		of 213 Trees	28911					
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1				\$1,545.00
Program 189503 - Urban Forestry Totals				Invoice Transactions 3				\$17,615.00
Department 18 - Parks & Recreation Totals				Invoice Transactions 108				\$123,014.53
Fund 200 - Parks and Recreation Gen (51301) Totals				Invoice Transactions 108				\$123,014.53
Fund 201 - Parks and Rec Non Reverting				Account 10002.1 - Petty Cash / Cash Change Cash Change Totals				\$500.00
Account 10002.1 - Petty Cash / Cash Change Cash Change				Invoice Transactions 1				\$500.00
205 - City Of Bloomington	19-TaTk	18-Change Fund Touch a	Paid by Check #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	500.00
		Truck	69606					
Account 10002.1 - Petty Cash / Cash Change Cash Change Totals				Invoice Transactions 1				\$500.00
Department 18 - Parks & Recreation				Account 52420 - Other Supplies Totals				\$111.86
Program 181001 - Health & Wellness				Program 181001 - Health & Wellness Totals				\$111.86
Account 52420 - Other Supplies				Account 52420 - Other Supplies Totals				\$111.86
4647 - S&S Worldwide, INC	IN100105548	18 - Kids Trl supplies	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	111.86
			28925					
Account 52420 - Other Supplies Totals				Invoice Transactions 1				\$111.86
Program 181001 - Health & Wellness Totals				Invoice Transactions 1				\$111.86
Program 181100 - Marketing				Account 53990 - Other Services and Charges Totals				\$300.00
Account 53990 - Other Services and Charges				Program 181100 - Marketing Totals				\$300.00
6830 - Andrew Lambert (Lambert Consulting)	1391	18-social media	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	300.00
		management for	28885					
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1				\$300.00
Program 181100 - Marketing Totals				Invoice Transactions 1				\$300.00
Program 182001 - Aquatics - Bryan Pool				Account 52340 - Other Repairs and Maintenance Totals				\$126.90
Account 52340 - Other Repairs and Maintenance				Program 182001 - Aquatics - Bryan Pool Totals				\$126.90
53005 - Menards, INC	23224	18 - Pools - Misc	Paid by Check #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	8.40
		Supplies (sand, power	69619					
4443 - The Sherwin Williams Company	0766-4	18 - POOLS - paint for	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	46.38
		preseason	28954					
4443 - The Sherwin Williams Company	0629-4	18 - POOLS - paint for	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	48.68
		preseason	28954					
4443 - The Sherwin Williams Company	0927-2	18 - POOLS - paint for	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	23.44
		preseason	28954					
Account 52340 - Other Repairs and Maintenance Totals				Invoice Transactions 4				\$126.90
Account 53990 - Other Services and Charges				Account 53990 - Other Services and Charges Totals				\$68.75
4175 - The Stables Events, LLC (Izzy's	8100	18 - POOLS - Pumping	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	68.75
Rentals)		out diving wells	28955					
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1				\$68.75
Program 182001 - Aquatics - Bryan Pool Totals				Invoice Transactions 5				\$195.65
Program 182002 - Aquatics - Mills Pool				Account 53990 - Other Services and Charges Totals				\$68.75
Account 53990 - Other Services and Charges				Program 182002 - Aquatics - Mills Pool Totals				\$68.75
4175 - The Stables Events, LLC (Izzy's	8100	18 - POOLS - Pumping	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	68.75
Rentals)		out diving wells	28955					
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1				\$68.75
Program 182002 - Aquatics - Mills Pool Totals				Invoice Transactions 1				\$68.75
Program 182003 - Aquatics-Health & Safety				Account 43270 - Registration Fees Totals				\$170.00
Account 43270 - Registration Fees				Invoice Transactions 1				\$170.00
4504 - American National Red Cross	22181657	18 - CPR Classes	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	170.00
			28779					
Account 43270 - Registration Fees Totals				Invoice Transactions 1				\$170.00
Account 52420 - Other Supplies				Account 52420 - Other Supplies Totals				\$278.08
4504 - American National Red Cross	29002758	18 - CPR Manikin Lungs	Paid by EFT #	05/07/2019	05/07/2019	05/17/2019	05/17/2019	278.08
			28779					



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				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$278.08
				Program 182003 - Aquatics-Health & Safety Totals		Invoice Transactions 2		\$448.08
Program 182006 - Aquatics - Pool Concessions								
Account 52340 - Other Repairs and Maintenance								
53005 - Menards, INC	23224	18 - Pools - Misc Supplies (sand, power	Paid by Check # 69619	05/07/2019	05/07/2019	05/17/2019	05/17/2019	8.40
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1		\$8.40
				Program 182006 - Aquatics - Pool Concessions Totals		Invoice Transactions 1		\$8.40
Program 183500 - Golf Services								
Account 52330 - Street , Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	2056202300	18 - Bottled Drinks	Paid by EFT # 28813	05/07/2019	05/07/2019	05/17/2019	05/17/2019	200.93
5969 - Coca Cola Bottling CO. Consolidated	2056202299	18 - Bottled Drinks	Paid by EFT # 28813	05/07/2019	05/07/2019	05/17/2019	05/17/2019	166.20
5969 - Coca Cola Bottling CO. Consolidated	2056202332	18 - Cascades - Snack Bar Items	Paid by EFT # 28813	05/07/2019	05/07/2019	05/17/2019	05/17/2019	194.32
204 - State Of Indiana	2019 Alcohol Per	18 - Beer Permit	Paid by Check # 69630	05/07/2019	05/07/2019	05/17/2019	05/17/2019	500.00
5819 - Synchrony Bank	2979	18 - Cascades - Snack Bar Items	Paid by Check # 69632	05/07/2019	05/07/2019	05/17/2019	05/17/2019	129.39
5819 - Synchrony Bank	5259	18 - Cascades - Snack Bar Items	Paid by Check # 69632	05/07/2019	05/07/2019	05/17/2019	05/17/2019	102.96
				Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 6		\$1,293.80
				Program 183500 - Golf Services Totals		Invoice Transactions 6		\$1,293.80
Program 183501 - Golf Course - Pro Shop								
Account 52330 - Street , Alley, and Sewer Material								
4072 - Acushnet Company	907374856	18 - Golf balls, gloves, and clubs	Paid by Check # 69599	05/07/2019	05/07/2019	05/17/2019	05/17/2019	1,133.65
				Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 1		\$1,133.65
				Program 183501 - Golf Course - Pro Shop Totals		Invoice Transactions 1		\$1,133.65
Program 184500 - Youth Services -Juke Box								
Account 52420 - Other Supplies								
5415 - Allied Wholesale Electrical Supply, LLC	5486831	18-AJB Emergency Light replacement	Paid by EFT # 28777	05/07/2019	05/07/2019	05/17/2019	05/17/2019	187.93
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$187.93
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	14187-001 052819	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	92.26
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$92.26
				Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 2		\$280.19
Program 184501 - Youth Services-Kid City Camps								
Account 53990 - Other Services and Charges								
1101 - National Council For Therapeutic Recreation- NCTRC	NCTRC 1251	18-Inclusive Coordinator Certification	Paid by Check # 69623	05/07/2019	05/07/2019	05/17/2019	05/17/2019	25.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$25.00
				Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 1		\$25.00
Program 184502 - Youth Expo- Childrens Expo								
Account 53310 - Printing								
5387 - Creative Graphics, INC (dba Baugh Enterprises)	6264	18-Children's Expo rack cards	Paid by EFT # 28820	05/07/2019	05/07/2019	05/17/2019	05/17/2019	765.00
				Account 53310 - Printing Totals		Invoice Transactions 1		\$765.00
				Program 184502 - Youth Expo- Childrens Expo Totals		Invoice Transactions 1		\$765.00
Program 185000 - Twin Lakes Recreation Center								
Account 43240 - Season Passes/Memberships								
Cathleen Mullis	2019-00000218	18-Refunds	Paid by Check # 69639	05/07/2019	05/07/2019	05/17/2019	05/17/2019	135.00
				Account 43240 - Season Passes/Memberships Totals		Invoice Transactions 1		\$135.00
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	39530-002 052819	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	552.72
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$552.72
Account 53540 - Natural Gas								
222 - Vectren	02527656230503 19	18-Natural Gas Charges April	Paid by Check # 69597	05/06/2019	05/06/2019	05/06/2019	05/06/2019	145.22
				Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$145.22
Account 53610 - Building Repairs								
53657 - Plymate, INC	2834462	18 - TLRC Entry Mat Service	Paid by EFT # 28912	05/07/2019	05/07/2019	05/17/2019	05/17/2019	75.99
				Account 53610 - Building Repairs Totals		Invoice Transactions 1		\$75.99
Account 53650 - Other Repairs								
4497 - Abell Elevator Service Company (Oracle Elevator)	1257789	18 - TLRC Elevator Limited Service	Paid by EFT # 28774	05/07/2019	05/07/2019	05/17/2019	05/17/2019	757.18
5803 - Sport Alde	392	18 - TLRC Turf Testing and Maintenance	Paid by EFT # 28938	05/07/2019	05/07/2019	05/17/2019	05/17/2019	2,300.00
5803 - Sport Alde	393	18 - TLRC Turf Testing and Maintenance	Paid by EFT # 28938	05/07/2019	05/07/2019	05/17/2019	05/17/2019	200.00
				Account 53650 - Other Repairs Totals		Invoice Transactions 3		\$3,257.18
				Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 7		\$4,166.11
Program 185002 - TLRC-Health & Wellness								
Account 53940 - Temporary Contractual Employee								
6161 - Morgan Ashley Banks	042519	18-TLRC Fitness Specialist	Paid by EFT # 28787	05/07/2019	05/07/2019	05/17/2019	05/17/2019	50.00
5274 - Catherine T Gossett	042219	18-TLRC Fitness Specialist	Paid by EFT # 28848	05/07/2019	05/07/2019	05/17/2019	05/17/2019	335.00



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6602 - Pendah Jallow	043019	18-TLRC Fitness Specialist	Paid by EFT # 28868	05/07/2019	05/07/2019	05/17/2019	05/17/2019	100.00
1336 - Kristy L LeVert	040619	18-TLRC Fitness Specialist	Paid by EFT # 28886	05/07/2019	05/07/2019	05/17/2019	05/17/2019	100.00
5007 - Emele P O'Connor	04252019	18-TLRC Fitness Specialist	Paid by EFT # 28908	05/07/2019	05/07/2019	05/17/2019	05/17/2019	75.00
14093 - Allana Radecki	042719	18-TLRC Fitness Specialist	Paid by EFT # 28915	05/07/2019	05/07/2019	05/17/2019	05/17/2019	250.00
4062 - Janet Altman Scott	05012019	18-TLRC Fitness Specialist	Paid by EFT # 28931	05/07/2019	05/07/2019	05/17/2019	05/17/2019	166.50
1973 - Megan M Stark	05022019	18-TLRC Fitness Specialist	Paid by EFT # 28943	05/07/2019	05/07/2019	05/17/2019	05/17/2019	400.00
6722 - Claire Sunkel	042319	18-TLRC Fitness Specialist	Paid by EFT # 28946	05/07/2019	05/07/2019	05/17/2019	05/17/2019	25.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 9	\$1,501.50
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 9	\$1,501.50
Program 185006 - TLRC-Concessions								
Account 52330 - Street, Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	6801207525	18 - TLRC Concessions	Paid by EFT # 28813	05/07/2019	05/07/2019	05/17/2019	05/17/2019	368.91
4099 - Gold Medal Products CO.	149831	18 - TLRC Concessions	Paid by EFT # 28844	05/07/2019	05/07/2019	05/17/2019	05/17/2019	156.78
5819 - Synchrony Bank	2393	18 - TLRC Concessions	Paid by Check # 69632	05/07/2019	05/07/2019	05/17/2019	05/17/2019	99.50
21145 - Sysco USA III, LLC	138888124	18 - TLRC Concessions	Paid by EFT # 28948	05/07/2019	05/07/2019	05/17/2019	05/17/2019	621.90
Account 52330 - Street, Alley, and Sewer Material Totals							Invoice Transactions 4	\$1,247.09
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 4	\$1,247.09
Program 186500 - Community Events								
Account 52420 - Other Supplies								
3560 - First Financial Bank / Credit Cards	29514263426486	18 - first aid kit, gauze, sweetener packets,	Paid by Check # 69612	05/07/2019	05/07/2019	05/17/2019	05/17/2019	13.37
6727 - SJ Wathen Bloomington, LLC	198	18 - Painting equipment, paint, etc - Coffee &	Paid by Check # 69628	05/07/2019	05/07/2019	05/17/2019	05/17/2019	455.00
Account 52420 - Other Supplies Totals							Invoice Transactions 2	\$468.37
Account 53990 - Other Services and Charges								
4868 - New Life United Pentecostal Church	1	18 - Street Fair trash cleanup	Paid by EFT # 28906	05/07/2019	05/07/2019	05/17/2019	05/17/2019	400.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	\$400.00
Program 186500 - Community Events Totals							Invoice Transactions 3	\$868.37
Program 186503 - Community Events-Farmers' Market								
Account 47230 - Gift Certificate								
52276 - Hunter's Honey Farm	1739	Market Bucks and Gift Certificates	Paid by EFT # 28859	05/07/2019	05/07/2019	05/17/2019	05/17/2019	20.00
3981 - Muddy Fork Farm & Bakery, LLC	1742	Market Bucks and Gift Certificates	Paid by EFT # 28902	05/07/2019	05/07/2019	05/17/2019	05/17/2019	10.00
Account 47230 - Gift Certificate Totals							Invoice Transactions 2	\$30.00
Account 47240 - EBT Market Bucks								
17532 - Kimberley Beesley-Shatto	1740	Market Bucks	Paid by EFT # 28789	05/07/2019	05/07/2019	05/17/2019	05/17/2019	57.00
17532 - Kimberley Beesley-Shatto	1750	Market Bucks	Paid by EFT # 28789	05/07/2019	05/07/2019	05/17/2019	05/17/2019	12.00
4017 - Blizzy Bee Farm	1748	Market Bucks	Paid by EFT # 28791	05/07/2019	05/07/2019	05/17/2019	05/17/2019	12.00
3960 - Cortland V Carrington	1747	Market Bucks	Paid by EFT # 28804	05/07/2019	05/07/2019	05/17/2019	05/17/2019	9.00
3265 - Unnea Lee Good	1743	Market Bucks	Paid by EFT # 28845	05/07/2019	05/07/2019	05/17/2019	05/17/2019	24.00
52276 - Hunter's Honey Farm	1739	Market Bucks and Gift Certificates	Paid by EFT # 28859	05/07/2019	05/07/2019	05/17/2019	05/17/2019	51.00
3981 - Muddy Fork Farm & Bakery, LLC	1742	Market Bucks and Gift Certificates	Paid by EFT # 28902	05/07/2019	05/07/2019	05/17/2019	05/17/2019	12.00
3981 - Muddy Fork Farm & Bakery, LLC	1745	Market Bucks	Paid by EFT # 28902	05/07/2019	05/07/2019	05/17/2019	05/17/2019	6.00
5668 - Red Frazier Bison, LLP	1744	Market Bucks	Paid by EFT # 28917	05/07/2019	05/07/2019	05/17/2019	05/17/2019	18.00
12430 - Luke Rhodes	1741	Market Bucks	Paid by EFT # 28919	05/07/2019	05/07/2019	05/17/2019	05/17/2019	15.00
12430 - Luke Rhodes	1749	Market Bucks	Paid by EFT # 28919	05/07/2019	05/07/2019	05/17/2019	05/17/2019	78.00
54040 - SIB, INC (Scholars Inn Bakehouse)	1751	Market Bucks	Paid by EFT # 28935	05/07/2019	05/07/2019	05/17/2019	05/17/2019	9.00
6623 - Twilight Dairy, LLC	1746	Market Bucks	Paid by EFT # 28961	05/07/2019	05/07/2019	05/17/2019	05/17/2019	147.00
Account 47240 - EBT Market Bucks Totals							Invoice Transactions 13	\$450.00
Account 52420 - Other Supplies								
9269 - HP Products Corporation	14370554	18 - Market - cleaning/bathroom	Paid by EFT # 28858	05/07/2019	05/07/2019	05/17/2019	05/17/2019	968.42
9269 - HP Products Corporation	14373962	18 - Market - Cleaning Equipment	Paid by EFT # 28858	05/07/2019	05/07/2019	05/17/2019	05/17/2019	361.71
394 - Kleindorfer Hardware & Variety	612265	18 - dust pan, broom, Clorox spray, dust tray	Paid by EFT # 28882	05/07/2019	05/07/2019	05/17/2019	05/17/2019	39.16
52948 - Mays Greenhouse, LLC	26752	18 - Market - stones for activity at Market 4/27	Paid by EFT # 28894	05/07/2019	05/07/2019	05/17/2019	05/17/2019	4.98
Account 52420 - Other Supplies Totals							Invoice Transactions 4	\$1,374.27
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	82116-001 052819	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	10.79
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$10.79



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Account 53940 - Temporary Contractual Employee								
5865 - Sean N Breedren-Ost	050419	18 - Escrow for Mill Bryan Pool Construction	Paid by EFT # 28799	05/07/2019	05/07/2019	05/17/2019	05/17/2019	150.00
3875 - Sandra Salinas-Kobylka	041419	18 - Market - Custodial work	Paid by EFT # 28929	05/07/2019	05/07/2019	05/17/2019	05/17/2019	130.00
3875 - Sandra Salinas-Kobylka	050519	18 - Market - Custodial work	Paid by EFT # 28929	05/07/2019	05/07/2019	05/17/2019	05/17/2019	195.00
		Account 53940 - Temporary Contractual Employee Totals				Invoice Transactions 3		\$475.00
Account 53990 - Other Services and Charges								
6200 - Novo Dia Group	2662	18 - Market - EBT processing	Paid by EFT # 28907	05/07/2019	05/07/2019	05/17/2019	05/17/2019	119.00
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$119.00
Program 186503 - Community Events-Farmers' Market Totals						Invoice Transactions 24		\$2,459.06
Program 186504 - Senior Expo								
Account 52420 - Other Supplies								
17133 - T.I.S. INC (Taylor Imprinted Sportswear)	T91205	18 - tote bags - 50+ Expo	Paid by EFT # 28949	05/07/2019	05/07/2019	05/17/2019	05/17/2019	796.10
		Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$796.10
Program 187001 - Adult Sports-Softball						Invoice Transactions 1		\$796.10
Account 52420 - Other Supplies								
51891 - Forest Commodities, INC	19042606	18- TLSP Playground Filar	Paid by EFT # 28840	05/07/2019	05/07/2019	05/17/2019	05/17/2019	1,735.00
		Account 52420 - Other Supplies Totals				Invoice Transactions 1		\$1,735.00
Account 53650 - Other Repairs								
5415 - Allied Wholesale Electrical Supply, LLC	5487339	18- Lower Cascades Ballfield Men's Toilet	Paid by EFT # 28777	05/07/2019	05/07/2019	05/17/2019	05/17/2019	153.49
		Account 53650 - Other Repairs Totals				Invoice Transactions 1		\$153.49
Account 53940 - Temporary Contractual Employee								
20105 - Brandon B Chambers	042419	18-Adult Softball Umpire	Paid by EFT # 28808	05/07/2019	05/07/2019	05/17/2019	05/17/2019	270.00
17565 - Michael B Hicks (Contractual)	042819	18-Adult Softball Umpire	Paid by EFT # 28854	05/07/2019	05/07/2019	05/17/2019	05/17/2019	426.00
6443 - David Joseph Huss	041719	18-Adult Softball Umpire	Paid by EFT # 28860	05/07/2019	05/07/2019	05/17/2019	05/17/2019	60.00
557 - Vicki Lynn Minder	042819	18-Adult Softball Umpire	Paid by EFT # 28898	05/07/2019	05/07/2019	05/17/2019	05/17/2019	264.00
1024 - Donald E Wertz	042819	18-Adult Softball Umpire	Paid by EFT # 28964	05/07/2019	05/07/2019	05/17/2019	05/17/2019	396.00
2470 - D'Andrea M Williams	041719	18-Adult Softball Umpire	Paid by EFT # 28967	05/07/2019	05/07/2019	05/17/2019	05/17/2019	60.00
		Account 53940 - Temporary Contractual Employee Totals				Invoice Transactions 6		\$1,476.00
Account 53990 - Other Services and Charges								
13400 - Entertek Partners Limited Partnership (Hampton Inn)	5318008	18- TLSP Umpire Hotel-Ron Summers	Paid by Check # 69609	05/07/2019	05/07/2019	05/17/2019	05/17/2019	119.00
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$119.00
Program 187001 - Adult Sports-Softball Totals						Invoice Transactions 9		\$3,483.49
Program 187006 - Adult Sports-Concessions								
Account 52330 - Street, Alley, and Sewer Material								
5969 - Coca Cola Bottling CO. Consolidated	6801207464	18- TLSP Concession Coca-Cola Products	Paid by EFT # 28813	05/07/2019	05/07/2019	05/17/2019	05/17/2019	371.67
4099 - Gold Medal Products CO.	149832	18- TLSP Concession Products	Paid by EFT # 28844	05/07/2019	05/07/2019	05/17/2019	05/17/2019	353.70
5819 - Synchrony Bank	3352	18- TLSP Concession Products	Paid by Check # 69632	05/07/2019	05/07/2019	05/17/2019	05/17/2019	23.34
21145 - Sysco USA III, LLC	138888125	18- TLSP Concession Products	Paid by EFT # 28948	05/07/2019	05/07/2019	05/17/2019	05/17/2019	424.46
		Account 52330 - Street, Alley, and Sewer Material Totals				Invoice Transactions 4		\$1,173.17
Program 187006 - Adult Sports-Concessions Totals						Invoice Transactions 4		\$1,173.17
Program 189006 - Switchyard Property								
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	39530-002 052819	18-Water & Sewer Charges April	Paid by Check # 69588	05/06/2019	05/06/2019	05/06/2019	05/06/2019	21.07
		Account 53530 - Water and Sewer Totals				Invoice Transactions 1		\$21.07
Program 189006 - Switchyard Property Totals						Invoice Transactions 1		\$21.07
Program 189503 - Urban Forestry								
Account 53990 - Other Services and Charges								
54546 - Charles Y Coghlan, DMD (Office Easel)	89867	18-Arbor Day tree cookies	Paid by EFT # 28809	05/07/2019	05/07/2019	05/17/2019	05/17/2019	80.00
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$80.00
Program 189503 - Urban Forestry Totals						Invoice Transactions 1		\$80.00
Department 18 - Parks & Recreation Totals						Invoice Transactions 85		\$20,426.34
Fund 201 - Parks and Rec Non Reverting Totals						Invoice Transactions 86		\$20,926.34
Fund 977 - Parks 2016 GO Bond Proceeds								
Department 18 - Parks & Recreation								
Program 18016A - 2016 A FSC BBC Golf Rose Goat								
Account 54510 - Other Capital Outlays								
18844 - First Financial Bank, N.A.	NeIApp6clubhous e	18-Escrow for GOB Project Cascades Golf	Paid by Check # 69614	05/07/2019	05/07/2019	05/17/2019	05/17/2019	4,771.50
723 - Neldigh Construction Corporation	NeIApp6ClubHou	18- GOB Cascades Golf Course Clubhouse	Paid by EFT # 28904	05/07/2019	05/07/2019	05/17/2019	05/17/2019	90,658.50
6801 - Williams Scotsman, INC	6654223	Extension of Construction Trailer	Paid by EFT # 28968	05/07/2019	05/07/2019	05/17/2019	05/17/2019	1,286.94
		Account 54510 - Other Capital Outlays Totals				Invoice Transactions 3		\$96,716.94



# Board of Parks & Recreation Claim Register

Invoice Date Range 05/06/19 - 05/17/19

Program 18016A - 2016 A FSC BBC Golf Rose Goat Totals Invoice Transactions 3 \$96,716.94

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

Account 54510 - Other Capital Outlays

18844 - First Financial Bank, N.A.

4271EscrFoxApp  
#4

18 - Escrow for Mill  
Bryan Pool Construction

Paid by Check #  
69613

05/07/2019

05/07/2019

05/17/2019

05/17/2019

3,380.49

10745 - Fox Construction Company, INC.

4271-App#4

18- Mills and Bryan Pool  
Renovation

Paid by EFT #  
28842

05/07/2019

05/07/2019

05/17/2019

05/17/2019

64,229.50

2823 - John Naylor Trucking, LLC

25804

18-#2 stone for access  
road to HVAC Project

Paid by EFT #  
28870

05/07/2019

05/07/2019

05/17/2019

05/17/2019

340.16

2823 - John Naylor Trucking, LLC

25835

#3 Invoice and last for  
stone for access road

Paid by EFT #  
28870

05/07/2019

05/07/2019

05/17/2019

05/17/2019

331.60

Account 54510 - Other Capital Outlays Totals

Invoice Transactions 4

\$68,281.75

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

Invoice Transactions 4

\$68,281.75

Department 18 - Parks & Recreation Totals

Invoice Transactions 7

\$164,998.69

Fund 977 - Parks 2016 GO Bond Proceeds Totals

Invoice Transactions 7

\$164,998.69

Fund 980 - 2018 BicentennialBnd Prcd900030

Department 18 - Parks & Recreation

Program 18018C - Entry Ways St Trees Alley Enhanc

Account 54510 - Other Capital Outlays

7059 - Eagle Ridge Civil Engineering Services, LLC 182-02

13-Downtown Alleys-Inv. Paid by EFT #  
date 4/19/19 28829

05/07/2019

05/07/2019

05/17/2019

05/17/2019

12,728.58

Account 54510 - Other Capital Outlays Totals

Invoice Transactions 1

\$12,728.58

Program 18018C - Entry Ways St Trees Alley Enhanc Totals

Invoice Transactions 1

\$12,728.58

Department 18 - Parks & Recreation Totals

Invoice Transactions 1

\$12,728.58

Fund 980 - 2018 BicentennialBnd Prcd900030 Totals

Invoice Transactions 1

\$12,728.58

Grand Totals

Invoice Transactions 202

\$321,668.14

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/26/2019	Payroll				152,542.17
					<u>152,542.17</u>

### ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 152,542.17

1

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fiscal Officer \_\_\_\_\_



## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/10/2019	Payroll				162,981.94
					<u>162,981.94</u>

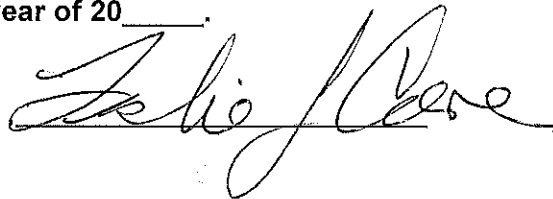
### ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 162,981.94

1

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_

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

Fiscal Officer \_\_\_\_\_



REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2018	2018	2018	2018	2019	2019	2019	
April	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	April	to date	Budget	April	to date	change
<b>General Fund</b>								
Administration	621,708	750,225	338,846	45.17%	754,420	357,972	47.45%	5.64%
Health & Wellness	105,923	104,807	40,073	38.23%	82,869	38,157	48.36%	-4.78%
Community Relations	414,953	391,579	152,439	38.93%	460,058	121,035	33.13%	-20.60%
Aquatics	328,839	283,787	29,051	10.24%	312,312	32,140	10.29%	10.63%
Frank Southern Center	359,800	354,519	166,473	46.96%	359,863	140,154	38.95%	-15.81%
Golf Services	935,271	959,712	432,811	45.10%	1,010,569	409,919	40.56%	-5.29%
Natural Resources	385,366	369,344	107,825	29.19%	396,163	82,349	20.79%	-23.63%
Youth Programs	60,195	59,033	25,617	43.39%	64,888	24,038	37.05%	-6.16%
TLRC	284,750	283,707	106,106	37.40%	287,976	108,237	37.59%	2.01%
Community Events	414,238	399,144	129,995	32.57%	407,645	132,080	32.40%	1.60%
Adult Sports	323,760	272,567	79,909	29.32%	242,956	67,478	27.77%	-15.56%
Youth Sports	271,744	293,957	76,777	26.12%	225,060	66,228	29.43%	-13.74%
BBCC	289,803	304,133	102,453	33.69%	320,540	88,630	27.65%	-13.49%
Inclusive Recreation	78,403	77,988	20,313	26.05%	82,561	21,249	25.74%	4.61%
Operations	1,815,107	1,612,174	509,631	31.61%	1,964,968	481,013	24.48%	-5.62%
Landscaping	303,041	283,395	67,986	23.99%	475,315	116,155	24.44%	70.85%
Cemeteries	182,605	177,353	50,928	28.72%	184,917	67,743	36.63%	33.02%
Urban Forestry	565,527	427,208	121,473	28.43%	569,707	159,140	27.93%	31.01%
<b>General Fund total:</b>	<b>7,741,033</b>	<b>7,404,634</b>	<b>2,558,705</b>	<b>34.56%</b>	<b>8,202,786</b>	<b>2,513,717</b>	<b>30.64%</b>	<b>-1.76%</b>
<b>Non-Reverting Fund</b>								
Administration	14,650	4,294	2,936	68.37%	14,150	3,318	23.45%	13.02%
Health & Wellness	1,240	1,006	59	5.84%	1,376	302	21.96%	414.71%
Community Relations	4,650	2,739	0	0.00%	5,350	0	0.00%	0.00%
Aquatics	69,543	81,141	1,192	1.47%	61,716	1,818	2.95%	52.48%
Frank Southern Center	97,498	96,262	38,431	39.92%	93,697	31,544	33.67%	-17.92%
Golf Services	133,709	93,048	24,132	25.94%	70,000	8,930	12.76%	-63.00%
Natural Resources	53,485	67,116	43,765	65.21%	63,029	1,493	2.37%	0.00%
Youth Programs	209,805	226,311	28,759	12.71%	213,180	24,166	11.34%	-15.97%
*TLRC - day to day	470,944	431,896	185,005	42.84%	930,961	174,880	18.78%	-5.47%
Community Events	179,343	171,651	41,562	24.21%	184,027	54,733	29.74%	31.69%
Adult Sports	199,830	161,782	13,660	8.44%	128,905	6,502	5.04%	-52.40%
Youth Sports	18,754	9,622	3,447	35.82%	8,919	3,138	35.19%	-8.95%
BBCC	4,150	20,083	4,081	20.32%	1,610	1,463	90.89%	-64.14%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	70,185	4,561	6.50%	49,610	266	0.54%	-94.17%
Dog Park	0	0	0	0.00%	0		0.00%	0.00%
Switchyard	0	14,847	10,910	73.48%	0	282	0.00%	-97.41%
Landscaping (CCC Prop.)	0	0	0	0.00%	0		0.00%	0.00%
Cemeteries	0	0	0	0.00%	0		0.00%	0.00%
Urban Forestry	4,750	5,700	1,193	20.93%	6,150	5,000	81.30%	0.00%
<b>N-R Fund subtotal:</b>	<b>1,481,546</b>	<b>1,457,685</b>	<b>403,694</b>	<b>27.69%</b>	<b>1,832,680</b>	<b>317,836</b>	<b>17.34%</b>	<b>-21.27%</b>
TLRC - bond	671,945	671,945	429,574	63.93%	239,294	239,294	100.00%	0.00%
<b>N-R Fund total:</b>	<b>2,153,491</b>	<b>2,129,630</b>	<b>833,268</b>	<b>39.13%</b>	<b>2,071,974</b>	<b>557,130</b>	<b>26.89%</b>	<b>-33.14%</b>
<b>Other Misc Funds</b>								
15-16 MCCSC 21st Com Le	884	38,189			884			
16-17 MCCS 21st com l			658					
17-18 MCCSC 21st Com Learn			16,550			97		
18-19 MCCSC 21st Com Learn						10,714		
Community Banneker Bus		45,000						
G14006 Out-of School Prg.								
G15008 Summer Food Prg	11,115	16,451			11,115			
G15009 Nature Days S/Star		0	109					
Griffy Lake Nature Day		7,187	1,940	27.00%		49		
Wapehani I-69 Mitigation		0		0.00%				
Leonard Springs Nature		9,027	3,230	35.78%		481		
Banneker Nature Day		4,800						
DNR Grant		0		0.00%				

Kaboom Play		451	451	100.00%				
Youth & Adolescent Phy Act		7,341	4,801	65.40%				
Goat Farm		0						
Giffy LARE		10,965	2,800			2,800		
<b>Other Misc Funds total:</b>	<b>11,999</b>	<b>139,411</b>	<b>30,539</b>	21.91%	<b>11,999</b>	<b>14,140</b>	117.85%	<b>-53.70%</b>
<b>TOTAL ALL FUNDS</b>	<b>9,906,523</b>	<b>9,673,675</b>	<b>3,422,512</b>	<b>35.38%</b>	<b>10,286,759</b>	<b>3,084,987</b>	29.99%	<b>-9.86%</b>

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues April 2019								
	2018	2018	2018	2018	2019	2019	2019	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	Budget	for year	as of	to date	for year	April	to date	change
General Fund								
Taxes/Misc Revenue	6,258,520	6,296,466	6,258,520	99.40%	6,457,949	6,457,949	100.00%	3.19%
Administration	500	813	218	26.81%	500	2,400	479.94%	1000.78%
Community Relations	0	0		0.00%	0		0.00%	0.00%
Aquatics	168,000	201,570	90	0.04%	198,000	50	0.03%	0.00%
Frank Southern	224,900	214,260	122,887	57.35%	201,300	117,562	58.40%	-4.33%
Golf Services	526,700	577,582	104,410	18.08%	619,500	117,193	18.92%	12.24%
Natural Resources	0	0		0.00%	0		0.00%	0.00%
Youth Services	0	0		0.00%	0		0.00%	0.00%
Community Events	10,700	12,135	9,970	82.16%	11,500	8,395	73.00%	-15.80%
Adult Sports	71,000	57,603	27,800	48.26%	51,000	24,390	47.82%	0.00%
Youth Sports	32,000	28,507	171	0.60%	30,000	-106	-0.35%	-162.18%
BBCC	11,000	14,685	4,634	31.56%	12,000	2,077	17.31%	-55.18%
Operations	0	1,365		0.00%	0	262	0.00%	0.00%
Landscaping	0	0		0.00%	0		0.00%	0.00%
Cemeteries	31,050	35,833	11,400	31.81%	33,725	7,875	23.35%	-30.92%
Urban Forestry		30	30	100.00%			0.00%	0.00%
G17011 Urban Forestry		0		0.00%			0.00%	0.00%
<b>Subtotal Program Rev</b>	<b>1,075,850</b>	<b>1,144,383</b>	<b>281,609</b>	<b>24.61%</b>	<b>1,157,525</b>	<b>280,098</b>	<b>24.20%</b>	<b>-0.54%</b>
<b>General Fund Total</b>	<b>7,334,370</b>	<b>7,440,849</b>	<b>6,540,129</b>	<b>87.89%</b>	<b>7,615,474</b>	<b>6,738,047</b>	<b>88.48%</b>	<b>3.03%</b>
Non-Reverting Fund								
Administration	40,600	34,893	15,689	44.96%	40,600	14,542	35.82%	-7.31%
Health & Wellness	2,739	2,651	727	27.42%	4,840	160	3.31%	-77.99%
Community Relations	4,650	3,789	1,000	26.40%	5,400	500	9.26%	-50.00%
Aquatics	122,700	90,670	10,664	11.76%	108,200	8,229	7.61%	-22.84%
Frank Southern	151,900	118,136	28,470	24.10%	124,300	28,064	22.58%	-1.42%
Golf Services	158,500	147,204	19,074	12.96%	76,000	15,313	20.15%	-19.72%
Natural Resources	60,890	68,318	3,930	5.75%	70,000	4,139	5.91%	5.32%
Youth Programs	215,060	232,716	60,906	26.17%	215,500	65,881	30.57%	8.17%
*TLRC -Operational	763,029	751,990	314,388	41.81%	1,253,774	268,458	21.41%	-14.61%
Community Events	193,752	202,786	92,793	45.76%	196,541	102,248	52.02%	10.19%
Adult Sports	207,000	150,971	29,953	19.84%	132,400	33,323	25.17%	11.25%
Youth Sports	19,500	10,500	2,603	24.80%	4,002	2,532	63.27%	-2.75%
BBCC	5,150	28,916	14,488	50.10%	5,250	1,138	21.67%	-92.15%
Operations	56,440	104,076	52,245	50.20%	64,800	21,494	33.17%	-58.86%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	0	0	0	0.00%	0	2	0.00%	0.00%
Landscaping	0	0	0	0.00%	0		0.00%	0.00%
Cemeteries	0	0	0	0.00%	0		0.00%	0.00%
Urban Forestry	9,300	17,454	12,505	71.65%	9,500	3,200	33.68%	0.00%
<b>N-R Fund subtotal:</b>	<b>2,011,610</b>	<b>1,965,070</b>	<b>659,435</b>	<b>33.56%</b>	<b>2,311,507</b>	<b>569,222</b>	<b>24.63%</b>	<b>-13.68%</b>
Other Misc Funds								
G14006 Out-of-School Prg								
G-17-18 MCCSC 21st Com			8,211					
G18-19 MCCSC 21st Com	60,000	32,434			74,210	5,543		
G14009 Summer Food Grant	27,864	20,102			27,864	2,800		
Communit Banneker Bus		45,000			45,000			
Kaboom Play Everywhere								
Urban Forestry EAB								
Wapehani Mitigation I69								
Griffy LARE Veg. Mgt		10,965	2,800					
G15008 Leonard Spring		15,000						
G15009 Griffy Nature Days		4,967						
(902) Rose Hill Trust		745	198			287		
G17007 - Goat Farm								
Banneker Nature Days		4,860						
Yth & Adolescent Phy Act		6,417	3,999		8,000			
Nature Days Star								
<b>Other Misc Funds total:</b>	<b>87,864</b>	<b>140,489</b>	<b>15,208</b>		<b>155,074</b>	<b>8,630</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,433,844</b>	<b>9,546,408</b>	<b>7,214,772</b>	<b>75.58%</b>	<b>10,082,055</b>	<b>7,315,899</b>	<b>72.56%</b>	<b>1.40%</b>

	<b>Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
		<b>Beginning</b>	<b>Revenue</b>	<b>Other</b>	<b>Expenses</b>	<b>Expenses</b>	<b>Current Year ONLY</b>	<b>Accumulated</b>
		<b>Balance</b>	<b>as of</b>	<b>Misc.</b>	<b>as of</b>	<b>from</b>	<b>Revenue</b>	<b>Balance</b>
		<b>1/1/2019</b>	<b>4/30/2019</b>	<b>revenue</b>	<b>4/30/2019</b>	<b>RESERVE *</b>	<b>Expense</b>	
							<b>Over/Under</b>	
						<b>see explanation below*</b>	<b>(does not include expenses taken from RESERVE)</b>	<b>THIS IS THE TOTAL ACCUMULATED AMOUNT</b>
181000	Administration	231,402.98	14,541.67		3,318.41	0.00	<b>11,223.26</b>	242,626.24
181001	Health & Wellness	9,024.60	160.00		302.24	0.00	<b>(142.24)</b>	8,882.36
181100	Community Relations	35,938.95	500.00		0.00	0.00	<b>500.00</b>	36,438.95
182001	Aquatics	399,096.17	8,228.66		1,818.33	0.00	<b>6,410.33</b>	405,506.50
182500	Frank Southern Center	196,910.51	28,064.13		31,544.25	0.00	<b>(3,480.12)</b>	193,430.39
183500	Golf Course	262,277.41	15,313.23		8,929.75	0.00	<b>6,383.48</b>	268,660.89
184000	Natural Resources	250,179.25	4,138.50		1,493.04	0.00	<b>2,645.46</b>	252,824.71
184500	Allison Jukebox	176,967.39	65,881.38		24,165.68	0.00	<b>41,715.70</b>	218,683.09
*185000	TLRC	<b>(1,308,814.34)</b>	246,426.89		414,173.94	0.00	<b>(167,747.05)</b>	<b>(1,476,561.39)</b>
185009	TLRC Reserve	647,424.15	22,031.25		0.00	0.00	<b>22,031.25</b>	669,455.40
186500	Community Events	502,959.86	102,247.88		54,732.68	0.00	<b>47,515.20</b>	550,475.06
187001	Adult Sports	63,189.34	33,323.06		6,502.08	0.00	<b>26,820.98</b>	90,010.32
187202	Youth Sports	105,516.73	2,532.00		3,138.45	0.00	<b>(606.45)</b>	104,910.28
187209	Skate Park	543.88	0.00		0.00	0.00	<b>0.00</b>	543.88
187500	Benjamin Banneker Comm Center	54,823.41	1,137.56		1,463.25	0.00	<b>(325.69)</b>	54,497.72
189000	Operations	171,098.51	21,493.61		265.88	0.00	<b>21,227.73</b>	192,326.24
189005	Dog Park	5,993.79	0.00		0.00	0.00	<b>0.00</b>	5,993.79
**189006	Switchyard Property	216,093.82	2.00		282.34	0.00	<b>(280.34)</b>	215,813.48
189500	Landscaping	12,704.36	0.00		0.00	0.00	<b>0.00</b>	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	<b>0.00</b>	1,497.00
189503	Urban Forestry	18,847.56	3,200.00		5,000.00	0.00	<b>(1,800.00)</b>	17,047.56
10002.01	Change Fund	0.00	0.00		0.00	0.00	<b>0.00</b>	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	<b>0.00</b>	0.00
	<b>TOTALS</b>	<b>2,053,675.33</b>	<b>569,221.82</b>	<b>0.00</b>	<b>557,130.32</b>	<b>0.00</b>	<b>12,091.50</b>	<b>2,065,766.83</b>
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds								<b>12,091.50</b>
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								<b>INCREASE/DECREASE FOR THE CURRENT</b>

Bloomington Parks and Recreation Surplus Declaration Form

May-19

May-19

[illegible]



## STAFF REPORT

Agenda Item: B-2 Date: 5/17/2019
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Administrator Review\Approval PM
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**TO:** Board of Park Commissioners  
**FROM:** Sarah Owen, Community Relations Coordinator  
**DATE:** May 21, 2019  
**SUBJECT:** BRAVO AWARD—ECO LOGIC, LLC

### **Recommendation**

The Bloomington Parks and Recreation Department would like to recognize the staff of Eco Logic, LLC with this month's Bravo Award. This is in recognition of their time and effort in helping with large-scale tree planting project in Sherwood Oaks Park in April.

### **Background**

Eco Logic is a Bloomington-based business specializing in ecological restoration and was established in 1999. They consult and assist with the removal of invasive plants, help restore habitats with native plants, and promote education on maintaining healthy local ecosystems. Serving clients throughout Indiana as well as surrounding states, Eco Logic has partnered with Bloomington Parks and Recreation from the very beginning for a variety of projects, ranging from the naturalized creek area at Bryan Park, to ecological management of Latimer Woods and Browns Woods, to currently working on restoration efforts at Switchyard Park.

Last month, they were incredibly generous in donating approximately 400 trees and shrubs to plant throughout Sherwood Oaks Park. A tree planting event was scheduled and was originally intended to coincide with Earth Day, however, the project was postponed a week due to flooding. This severely impacted the number of volunteers that had been recruited for the project. Thankfully, the Eco Logic staff was willing to also donate their time and expertise to the planting project, and we were able to complete it all in one day.

Eco Logic's commitment to their company mission is evidenced by their generosity, both in resources and in volunteer time. Bloomington Parks and Recreation is proud to recognize them with this month's Bravo Award.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in cursive script, appearing to read "Sarah Owen", is positioned above a horizontal line.

Sarah Owen, Community Relations Coordinator





## STAFF REPORT

Agenda Item: B-4  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Emily Rotundo  
**DATE:** 5/21/2019  
**SUBJECT:** INTERN INTRODUCTION

### **Background**

My name is Emily Rotundo, and this summer I will be working as the Community Events Intern for Leslie Brinson and the rest of the Community Events staff. I am currently seeking my Bachelor of Science degree in Recreation in the Tourism, Hospitality, and Event Management field, graduating in May 2020. During my internship this summer, I will be assisting in the programming and set-up of all community events, such as People's Park Concert Series, A Fair of the Arts, Farmer's Markets, Fourth of July Parade, etc.

I discovered the Community Events position through my internship coordinator at the School of Public Health, Julie Knapp. I was intrigued by the opportunity to pursue a role that combined my love for the outdoors, music, and events with my passion for creating lasting memories. Living in Bloomington the past three years has been an incredible experience, as I've fallen in love with the community. Being able to work for an organization that's main focus is enhancing that community is both inspiring and fulfilling.

I am impressed by the Parks and Recreation department's ability to provide creative events that build healthy relationships, provide entertainment and relaxation, and promote community health. I feel incredibly fortunate to be a part of this organization and have a part in giving back to the community this summer.

**RESPECTFULLY SUBMITTED,**

Emily Rotundo  
Community Events, Intern



## STAFF REPORT

Agenda Item: B-4  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Caitlin Mattingly  
**DATE:** 5/21/2019  
**SUBJECT:** INTERN INTRODUCTION

### **Background**

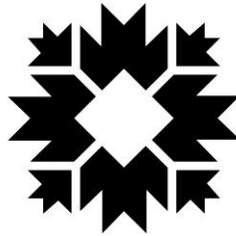
My name is Caitlin Mattingly and I graduated from Indiana University School of Public Health on May 4<sup>th</sup>, 2019 with a Bachelor's degree in Community Health. I am interning this summer with Jess Klein in the Health and Wellness area. I will be working with Jess at programs and events during the summer such as Get Onboard Active Living, Kids Triathlon, Bike Rodeo, and weekly fit clubs at Banneker and Kid City summer camps. I will also have the opportunity to plan summer pop up programs at People's Park and assist with larger community events.

I was drawn to this internship because of the role that the Parks and Recreation department plays in improving the health and wellness of the community, as I value the ability to do work that makes a positive impact of the lives of others. We know that low levels of physical activity is a risk factor for chronic disease, and by providing community events and programs that encourage a physically active lifestyle, the risk of developing many of these complications can be reduced. I look forward to gaining more experience in the planning and implementation of health promotion and intervention programs throughout this summer.

It's very apparent that the Parks and Recreation Department is dedicated to the success and growth of interns and I am looking forward to the experiences that I will gain this summer.

**RESPECTFULLY SUBMITTED,**

Caitlin Mattingly  
Health and Wellness Intern



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-1  
Date: 5/17/2019

Administrator  
Review/Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Jess Klein  
**DATE:** May 21, 2019  
**SUBJECT:** REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH INDIANA  
UNIVERSITY HEALTH BLOOMINGTON

### **Recommendation**

Staff recommends approval of the 2019 partnership agreement with Indiana University Health Bloomington.

### **Background**

Collaboration between Indiana University Health Bloomington staff and Parks and Recreation staff has been occurring for many years. The mission of each organization is similar as it pertains to efforts to improve the overall health and wellness of the community. The first formal partnership agreement was signed in 2010 and has been continuously successful through eight strategic action plans in the areas of sports medicine, marketing, employee wellness, and health and wellness resources. The respective teams will continue to meet annually to update progress and revise future goals. Both entities know this partnership will provide outstanding benefits to the constituencies that we both serve while further enhancing the missions of each organization.

### **IU Health did not send the 2019 previously approved agreement through their Legal Department and this document reflects their proposed changes.**

Overall, minor changes in language were made, but the sentiment of the agreement remains the same. Due to the resubmission of this agreement, it will now be in effect through May 2020.

- Item 3.11 was added, to agree that neither party will hold the other responsible for any losses, judgments, expenses, etc.
- Item 4.3 was added to state that either party may terminate the agreement without cause, as long as 60 days' notice is provided in writing.
- Guidelines for communication were clarified.

**RESPECTFULLY SUBMITTED,**

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Jess Klein, Health & Wellness Coordinator



## **COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT**

### **Partner(s):**

This Agreement (“Agreement”) is made and entered into on the date last signed by a party below (“Effective Date”) by and between the City of Bloomington Parks and Recreation Department (“BPRD”), and Indiana University Health Bloomington, Inc. (“IU Health Bloomington”)(collectively, the “Parties” and individually a “Party”)

### **WITNESSETH:**

WHEREAS, there is a need to provide programs which promote social, physical, emotional, mental, and environmental health in the community; and

WHEREAS, the BPRD and IU Health Bloomington desire to cooperate in the provision of community health education collaboration programs; and

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

WHEREAS, IU Health Bloomington is authorized to enhance the community’s quality of life through wellness education that creates awareness, promotes healthy choices, fosters self-responsibility and encourages prevention practices; and

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

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

- 1.0** Purpose of Agreement. The purpose of this Agreement is to outline a program partnership, which will provide community health education, programs, training, marketing, and opportunities to benefit the health and wellness of the community by combining available resources from each Party in the Agreement.
- 2.0** Duration of Agreement. The term of this Agreement shall begin upon the Effective Date and run for one (1) year, unless terminated earlier as provided under Article 4, below (“Term”). The Parties may agree to extend the Term of the Agreement on an annual basis.
- 3.0** Agreement Terms Mutually Agreed to By Both Parties:
  - 3.1** The staff involved in this Agreement will complete tasks outlined in Exhibits A-1, A-2, A-3, and A-4, Strategic Action Plan, which is attached hereto and incorporated herein by reference as though fully set forth.

- 3.2 The Administrative strategy will identify opportunities to improve health/wellness opportunities via infrastructure improvement.
- 3.3 The Sports Medicine strategy will involve BPRD and IU Health Bloomington dividing the costs of providing athletic training services at the national softball tournament during the dates mutually agreed upon by the Parties. BPRD will cover the athletic training service costs for the Twin Lakes Sports Park site and IU Health Bloomington will cover the athletic training service costs at the Winslow Sports Complex site.
- 3.4 The Marketing strategy will review both organizations' current marketing strategies, and identify and utilize opportunities to collaborate, co-brand, and enhance those strategies to promote health and wellness to the community. Strategies will be periodically evaluated for success and modified based on changing communication technology and processes.
- 3.5 The Community Health Resource and Facility strategies will work with the Active Living Coalition to compile comprehensive nutrition and physical activity guidelines, and health/wellness information and community resources for medical practitioners and patients. Facility resources will be shared with staff to support education and programming opportunities in the community.
- 3.6 The Community Health Programming and Education strategies will provide joint programming for targeted populations such as senior citizens (50+ Expo); youth (G.O.A.L., Running Clubs, Bike Rodeos); community; pre-school and at-risk populations.
- 3.7 The staff and personnel of each Party involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 3.8 IU Health Bloomington 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 IU Health Bloomington shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. IU Health Bloomington and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.
- 3.9 The commitment of personnel, facilities, supplies will be honored according to the timetable agreed upon by all parties.
- 3.10 Each Party and its representatives, agents, employees and contractors agree to comply with all applicable federal, state and local laws and regulations in the performance of any duties, obligations or responsibilities related to this Agreement ("Applicable Laws"). BPRD and its representatives, agents, employees and contractors that enter any IU Health Bloomington premises on behalf of BRPD in performance of the Agreement must be acceptable to IU Health Bloomington in its sole discretion, and shall comply with all of IU Health Bloomington's policies and procedures. IU Health Bloomington and its representatives, agents, employees and contractors that enter any BRPD premises on behalf of IU Health Bloomington in performance of the Agreement must be acceptable to BRPD in its sole discretion, and shall comply with all of BRPD's policies and procedures.
- 3.11 To the extent allowable under applicable law, each Party hereto (as the "Indemnifying Party") agrees to indemnify and hold harmless the other Party (as the "Indemnified Party") and its affiliates, directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively

"Losses") asserted against the Indemnified Party and resulting from the Indemnifying Party's breach of its obligations under this Agreement or the negligent act or omission or willful misconduct of the Indemnifying Party or its directors, officers, employees, or agents in connection with this Agreement.

- 3.12 The parties will evaluate this Agreement and the services provided during the month of November 2019.

#### **4.0 Termination.**

- 4.1 Termination by Mutual Agreement: The Parties may mutually agree to terminate this Agreement in writing signed by both Parties.
- 4.2 Termination for Cause: In the event that one of the Parties 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. 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.
- 4.3 Termination for Convenience: Either Party may terminate this Agreement without cause by providing the other Party at least sixty (60) days prior written notice of termination.
- 4.4 Notwithstanding the foregoing, in the event that: (i) there is any change in the Applicable Law such that this Agreement does or may violate the Applicable Law, or (ii) either Party to this Agreement has the reasonable belief that this Agreement does or may violate the Applicable Law, then the Parties shall use their best efforts to reform or reorganize their relationship and this Agreement so as to be in compliance with the Applicable Law; provided, however, that in the event after review of the Applicable Law and good faith negotiation, the Parties are unable to avoid such violation or potential violation, then either Party may immediately terminate this Agreement upon written notice to the other Party.

#### **5.0 Notice:**

- 5.1 All notices, requests, demands, and other communications that may or are required to be given under this Agreement will be in writing and will be deemed to have been duly given on the date of delivery if personally delivered on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given by certified mail, return receipt requested, and properly addressed as follows:

Becky Higgins  
(812) 349-3713  
Bloomington Parks & Recreation  
401 N. Morton St.  
Bloomington, IN 47402

Wendy Hernandez  
(812) 353-9175  
IU Health Bloomington  
601 W. 2nd Street  
Bloomington, IN 47403

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

Bloomington Parks & Recreation  
Becky Higgins  
(812) 349-3713  
401 N. Morton St.  
Bloomington, IN 47402

IU Health Bloomington  
Dave Schroeder  
(812) 353- 5383  
601 W. 2nd Street  
Bloomington, IN 47403

IN WITNESS WHEREOF, the authorized representatives of each Party have signed this Agreement on the dates set forth below.

**Indiana University Health Bloomington, Inc.**

\_\_\_\_\_  
Brian Shockney  
President & Chief Executive Officer

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON:**

\_\_\_\_\_  
Paula McDevitt, Administrator, BPRD

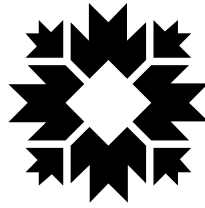
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philippa Guthrie, Corporation Counsel

\_\_\_\_\_  
Date



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-2  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** May 21, 2019  
**SUBJECT:** CONTRACT FOR SERVICES WITH BRUCE WILDS SECURITY FOR FOURTH OF JULY PARADE

### **Recommendation**

Staff recommends the approval of the contract for services with Bruce Wilds Security for the Fourth of July Parade on Thursday July 4<sup>th</sup>, 2019. The service agreement is not to exceed \$2,800 (Community Events – 200-18-186500-53990).

### **Background**

Bruce Wilds and his security staff will be providing security at several designated areas in the parade staging area and along the parade route.

We have utilized Bruce Wilds Security for these services for several years and we are very happy with their work.

**RESPECTFULLY SUBMITTED,**

Bill Ream, Community Events Coordinator



**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
BRUCE WILDS SECURITY  
FOR  
SECURITY AT THE FOURTH OF JULY PARADE**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bruce Wilds Security (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to have personnel to assist with road closures necessary to stage and hold the Fourth of July Parade and provide directions and information to parade participants and spectators; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform security services at designated locations during the Fourth of July Parade (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 Thursday, July 4, 2019 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

### **Article 3. Responsibilities of the Department**

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

### **Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand seven hundred dollars (\$2,700). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Bill Ream  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

### **Article 5. Appropriation of Funds**

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

### **Article 6. Schedule**

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

### **Article 7. Termination**

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

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

### **Article 8. Identity of the Contractor**

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

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

**Article 9. Opinions of Probable Cost**

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

**Article 10. Reuse of Instruments of Service**

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

**Article 11. Ownership of Documents and Intellectual Property**

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:****Contractor:**

City of Bloomington Parks and Recreation		Bruce Wilds Security
Attn: Bill Ream		Attn: Bruce Wilds
401 N. Morton, Suite 250		602 East Waterloo Court
Bloomington, Indiana 47402		Bloomington, Indiana 47401

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**BRUCE WILDS SECURITY**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Bruce Wilds, Owner

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

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

## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

- Prior to and during the Fourth of July Parade, at intersections and other areas as assigned, provide security services to ensure that roads are closed as needed to ensure that unauthorized vehicles do not enter the parade staging area and route.
- As necessary during the parade, ensure that entries are moving at the proper pace and that they are travelling safely down the parade route.
- As necessary provide directions and information to parade participants and spectators.
- After the parade, assist city staff to reopen the intersections and roads in a safe and timely manner.

## **EXHIBIT B**

### **“Project Schedule”**

The contractor shall have the following schedule:

Thursday July 4, 2019

- 7am Arrival
- 7:30-9am Assist in road closure as necessary and assigned.
- 9– 10am – Assist with directing parade entry traffic and pedestrians into their assigned staging areas.  
Ensure only properly authorized vehicles enter the staging areas.
- 10 – 11:30am – Assist with safe operation of parade as necessary and assigned.
- 11:30am – 12noon approx. – Assist with reopening of roads following the parade.



**EXHIBIT C**  
**E-VERIFY AFFIDAVIT**

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

# AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_

**EXHIBIT D**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Bruce Wilds Security**

By: \_\_\_\_\_

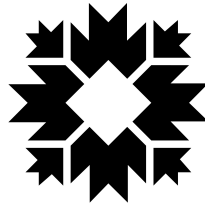
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-3  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** May 21, 2019  
**SUBJECT:** CONTRACT FOR SERVICES WITH PROFESSIONAL GOLFCAR CORPORATION

### **Recommendation**

Staff recommends the approval of the contract for services with Professional Golfcar Corporation. The service agreement is not to exceed \$500 (Community Events – 4<sup>th</sup> of July Parade account – 201-18-186507-53730).

### **Background**

We will be renting golfcars for department staff at the Fourth of July Parade on Thursday, July 4<sup>th</sup>, 2019.

We have rented golfcars for the event from them for several years and we are very happy with their equipment and services.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

# AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PROFESSIONAL GOLFCAR CORPORATION

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Professional Golfcar Corporation ("Contractor").

**Article 1. Scope of Services** Contractor shall provide the rental of golfcars for Bloomington Parks and Recreation staff to use before, during and after the Fourth of July Parade on Thursday, July 4, 2019 ("Services"). The Department shall return the golfcars in the condition in which they were received. 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 Thursday, July 4, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Hundred Dollars (\$500). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule ("Schedule"):

Contractor shall deliver golfcars at agreed upon location in the afternoon of Wednesday, July 3, 2019 and pick them up on the morning of Monday, July 8, 2019. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

**Department: City of Bloomington Parks and Recreation, Attn: Bill Ream, 401 N. Morton Suite 250, Bloomington, IN 47402. Contractor: Professional Golfcar Corporation, 255 Robert Curry Dr., Martinsville, IN 46151.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**CITY OF BLOOMINGTON**

**Professional Golfcar Corporation**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature                    My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public                    County of Residence: \_\_\_\_\_

**EXHIBIT B**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Professional Golfcar 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



## STAFF REPORT

Agenda Item: C-4  
Date: 5/17/2019

Administrator  
Review/Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** May 21, 2019  
**SUBJECT:** PARTNERSHIP AGREEMENT WITH DOWNTOWN BLOOMINGTON, INC

### **Recommendation**

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Downtown Bloomington, Inc. (DBI) for the Fourth of July Parade. There will be a 50/50 split of revenue from parade entry fees after expenses have been paid. The revenue split will be paid through the Community Events – 4<sup>th</sup> of July Parade account – 201-18-186507-53990.

### **Background**

This is the thirteenth year for this partnership. The goal of the partnership is to combine resources from BPRD and DBI to provide a Fourth of July parade for the Bloomington community. We are looking forward to once again working with DBI on this annual community tradition.

The parade will be on Thursday, July 4, 2019 from 10:00 a.m. to noon with a performance by the Bloomington Community Band at 9a.m. on the courthouse lawn.

This year's parade route is the same as last year and will start at 7<sup>th</sup> Street and Indiana Avenue and heads west on 7<sup>th</sup> Street turns right (north) on Walnut Ave then turns left (west) on 8<sup>th</sup> Street then turns left (south) on College Ave. It will then head down College Ave. and turn left (east) on Kirkwood Ave. and go past the courthouse and end at the Sample Gates.

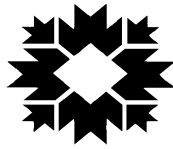
Applications for parade entries are available online at the parks website [bloomington.in.gov/parks](http://bloomington.in.gov/parks), in person at the BPRD office, or by calling 812-349-3748.

**RESPECTFULLY SUBMITTED,**

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

Bill Ream, Community Events Coordinator





**CITY OF BLOOMINGTON  
parks and recreation**

## **2019 COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP**

### **Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of May, 2019, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Downtown Bloomington, Inc. (“DBI”).

**WHEREAS**, BPRD and DBI desire to cooperate in the provision of Fourth of July festivities including a parade for the community; and

**WHEREAS**, DBI is qualified to perform such services; and

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

**NOW THEREFORE**, BPRD and DBI do mutually agree as follows:

### **1. Purpose of Agreement**

The goals of this project by DBI and BPRD are to outline Fourth of July festivities including a parade and a performance by the Bloomington Community Band on the Courthouse lawn for the Bloomington community by combining available resources from each party to this Agreement.

### **2. Duration of Agreement**

This Agreement commences on May 21, 2019, and expires on August 31, 2019, unless terminated earlier as provided under Article 8 of this Agreement.

### **3. Bloomington Parks & Recreation**

The goals of BPRD are to partner with another community agency and provide a Fourth of July parade for the Bloomington community. The event, to be held in downtown Bloomington, on Thursday, July 4, 2019, from 9:00 a.m. to noon is designed to create a social and safe environment for the community to celebrate the Fourth of July. The event will be open to the general public. BPRD agrees to do the following:

- a. Maintain close contact with Talisha Coppock, Director, Downtown Bloomington Inc., and bring all related issues to her attention.
- b. Mail/email parade applications to past participants.
- c. Collect applications and fees from parade participants.
- d. Organize and coordinate parade participants prior to and on the day of the parade.
- e. Share all marketing/promotional material with DBI prior to advertising.
- f. Include parade application information in its summer program guide.

- g. Provide Fourth of July parade publicity by publishing information in BPRD's seasonal program brochure and Summer Kids Kraze newsletter and by creating and distributing posters.
- h. Secure parade sponsorships.
- i. Secure golf carts, portable toilets, and security for the parade.
- j. Work with DBI to create a budget.
- k. Assist community groups to create new entries for the parade.
- l. Provide a Community Events Coordinator and full-time/part-time staff for the parade.
- m. Apply for a permit to the Board of Public Works for road closures.
- n. Apply for parade permit from Bloomington Police Department.
- o. Coordinate payment of all invoices and maintenance of all financial records

**4. Downtown Bloomington, Inc.**

The goals of DBI are to partner with BPRD and provide a Fourth of July parade for the Bloomington community. The event, to be held in downtown Bloomington, on Thursday, July 4, 2019, from 9:00 a.m. to noon, is designed to create a social and safe environment for the community to celebrate the Fourth of July. The event will be open to the general public. Downtown Bloomington, Inc. agrees to do the following:

- a. Maintain close contact with Bill Ream, Community Events Coordinator, Bloomington Parks and Recreation and address any related issues to his attention.
- b. Schedule Bloomington Community Band to perform from 9 – 10am.
- c. Secure tents, judges reviewing and announcing stands, and sound systems for the parade and provide invoices to BPRD for payment.
- d. Provide staff and volunteers for the day of the parade.
- e. Organize and coordinate emcee, judges, and reviewing stand prior to and on the day of the parade.
- f. Assist security staff with title sponsor's VIP area next to reviewing stand.
- g. Order and secure sponsorship for awards.
- h. Secure appropriate insurance through the May Agency.

**5. Terms Mutually Agreed to By Both Partners**

- a. Both parties agree to provide a copy of all marketing/promotional material regarding the Fourth of July parade to the other party **prior to** any advertising.
- b. Both parties agree to assist with the distribution of pre-parade route information as well as no parking signs along the parade route.

- c. Both parties will equally split the application fee revenue after all expenses are paid in full.
- d. Both parties agree to coordinate safety management and regulate parade participants and spectators at the Fourth of July parade.
- e. Both parties agree to coordinate acknowledgement and thank-you notices for sponsors of the Fourth of July parade.
- f. 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.
- g. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all partners.
- h. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property. 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.
- i. State Immigration Law Requirements. Ind. Code 22-5-1.7-11(a) requires the City to obtain the following from business entities who have employees before it enters into a partnership with those entities:
  - documentation that the business entity has enrolled in and participates in the E-verify program, unless the E-verify program no longer exists; and
  - an affidavit affirming that the business entity does not currently knowingly employ an immigrant who is not authorized to work in the U.S. The affidavit is attached to and incorporated into this Agreement as Appendix A.

## 6. Insurance & Indemnity

DBI agrees to furnish BPRD with a certificate of insurance upon execution of this Partnership Agreement. Partners 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 as an additional insured party, and DBI shall provide Parks with a certificate of insurance prior to the commencement of operations under Agreement/Contract. DBI and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

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

## 7. Notice and Agreement Representatives

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

DBI:  
Talisha Coppock, Executive Director  
(812)336-3681

Bloomington Parks and Recreation:  
Becky Higgins, Recreation Services Director  
(812) 349-3713

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

DBI  
Talisha Coppock, Executive Director  
(812) 336-3681

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

8. **Termination:**

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

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

**City of Bloomington**

**Downtown Bloomington, Inc.**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Talisha Coppock, Executive Director

**City of Bloomington Parks and Recreation**

\_\_\_\_\_  
Paula McDevitt, Director

\_\_\_\_\_  
Leslie J Coyne, President,  
Board of Park Commissioners

**APPENDIX A**

STATE OF INDIANA

SS:

COUNTY OF \_\_\_\_\_

AFFIDAVIT

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_



## STAFF REPORT

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

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** May 21, 2019  
**SUBJECT:** CONTRACT FOR SERVICES WITH SOUTHSIDE RENTAL

### **Recommendation**

Staff recommends the approval of the contract for services with Southside Rental. The service agreement is not to exceed \$3,700 (Community Events – 4<sup>th</sup> of July Parade account – 201-18-186507-53730 - \$1,500; Community Events – 200-18-186500-53990 - \$2,200).

### **Background**

We will be renting tents and other equipment necessary for the Fourth of July Parade and the Holiday Market.

We have rented tents and equipment from Southside Rental for several years and we are very happy with their equipment and services.

**RESPECTFULLY SUBMITTED,**

Bill Ream, Community Events Coordinator

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

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Southside Rental (“Consultant”),

**WITNESSETH:**

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

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

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

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

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before November 30, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

### **Article 3. Responsibilities of the Department**

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

### **Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed three thousand seven hundred (\$3,700). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Bill Ream  
City of Bloomington Parks and Recreation  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

### **Article 5. Appropriation of Funds**

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

### **Article 6. Schedule**

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

### **Article 7. Termination**

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

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

### **Article 8. Identity of the Consultant**

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



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

**Article 9. Opinions of Probable Cost**

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

**Article 10. Reuse of Instruments of Service**

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

**Article 11. Ownership of Documents and Intellectual Property**

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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

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

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

#### **Article 15. Conflict of Interest**

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

#### **Article 16. Waiver**

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

#### **Article 17. Severability**

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

#### **Article 18. Assignment**

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

#### **Article 19. Third Party Rights**

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

#### **Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:****Consultant:**

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

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**SOUTHSIDE RENTAL**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Chris Hoke, President

**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:

#### Fourth of July Parade:

Deliver and set up 20' x 40' tent and 90 chairs on the south lawn of the Monroe County Courthouse on Kirkwood Avenue

Deliver and set up stage risers, two (2) 10' x 10' tents, four (4) 6' banquet tables, and 20 chairs in front of the Fountain Square Mall entrance on Kirkwood Ave.

#### Holiday Market:

Deliver and set up two (2) 30' x 30' and one (1) 30' x 40' tent in the south parking lot of the Showers Building on Morton Street

## **EXHIBIT B**

### **“Project Schedule”**

#### Fourth of July Parade:

Delivery and set up of equipment will be Wednesday, July 3, 2019 and take down and removal of equipment will be immediately following the parade (approx. 1pm) on Thursday, July 4, 2019.

#### Holiday Market:

Delivery and set up of tents will be Friday, November 29, 2019 and take down and removal of tents will be completed by Monday, December 2, 2019.

**EXHIBIT C**  
**E-VERIFY AFFIDAVIT**

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

# AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

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

Notary Public's Signature \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_

**EXHIBIT D**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Southside Rental

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_





## STAFF REPORT

Agenda Item: C-6  
Date: 5/17/2019

Administrator  
Review/Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** May 21, 2019  
**SUBJECT:** PARTNERSHIP AGREEMENT WITH THE CODE & KEY ESCAPE ROOMS

### **Recommendation**

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and The Code & Key Escape Rooms (Code & Key). There will be a 50/50 split of revenue from entry fees after expenses have been paid. The revenue split will be paid through the Community Events account – 201-18-186500-53990.

### **Background**

This is the first year for this partnership. The goal of the partnership is to combine resources from BPRD and Code and Key to offer The Bloomington Trail Outdoor Escape Adventure to the Bloomington community.

The event takes the concept of an escape room and moves it outside to the trail at Winslow Woods Park. The storyline for the event is similar to the classic Oregon Trail computer game. Attendees will have to work together with their group and use their wits and ingenuity to solve puzzles and problem-solving tasks at a series of stations along the trail in 60 minutes or less.

The event will be on Saturday and Sunday June 8<sup>th</sup> & 9<sup>th</sup>. Trail departures start every 30 minutes from 1-7 pm both days.

We are looking forward to working with Code & Key to offer this exciting and fun new event.

Teams can register online at the parks website [bloomington.in.gov/parks](http://bloomington.in.gov/parks) or in person at the BPRD office.

**RESPECTFULLY SUBMITTED,**

Bill Ream, Community Events Coordinator



## **COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP**

### **Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Bloomington Parks and Recreation Department (“BPRD”), and the Code and Key Escape Rooms (C&K).

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

**WHEREAS**, BPRD and C&K desire to cooperate in the provision of a community event called the Bloomington Trail Outdoor Escape Adventure for the general public; and

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

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

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

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

### **1. Purpose of Agreement:**

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

### **2. Duration of Agreement:**

This Agreement commences May 21, 2019 and expires on June 30, 2019 unless terminated earlier as provided under Article 9 of this Agreement.

### **3. Bloomington Parks & Recreation**

The goals of BPRD are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly summer event called the Bloomington Trail Outdoor Escape Adventure. The event, to be held at Winslow Woods Park June 8<sup>th</sup> and 9<sup>th</sup>, 2019 is designed to create a fun way to provide an escape room type event in the outdoors for community members.

BPRD agrees to:

- 3.1. Maintain close contact with the staff of the Code & Key Escape Rooms and bring any event related issues to their attention
- 3.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters
- 3.3. Communicate to the public and participants regarding concerns or questions about cooperative

programs and activities

- 3.4. Promote the Bloomington Trail Outdoor Escape Adventure at other major family-friendly BPRD events prior to the event
- 3.5. Share all marketing/promotional material with C&K prior to advertising
- 3.6. Coordinate logistics with partner for entire event
- 3.7. Coordinate the set-up and tear-down of the event
- 3.8. Coordinate registration of community members
- 3.9. Coordinate collection of registration entry fees
- 3.10. Provide paid staff for joint program efforts at the event
- 3.11. Provide the services of the Community Events Coordinator as a liaison, consultant and contact person between the C&K and BPRD and additional full-time/part-time staff necessary for the event.
- 3.12. Assist with providing volunteers
- 3.13. Coordinate acknowledgement and thank you for sponsors

#### **4. The Code and Key Escape Rooms**

The goals of the Code & Key Escape Rooms are to partner with a community agency to provide an opportunity for the Bloomington community to participate in an affordable and family-friendly summer event called the Bloomington Trail Outdoor Escape Adventure. The event, to be held at Winslow Woods Park June 8<sup>th</sup> and 9<sup>th</sup>, 2019 is designed to create a fun way to provide an escape room type event in the outdoors for community members.

The C&K agrees to:

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

#### **5. Terms Mutually Agreed to By All Partners:**

The intent of this Agreement is to document a mutually beneficial partnership between BPRD, and C&K for the Bloomington Trail Outdoor Escape Adventure.

BPRD, and C&K agree to:

- 5.1. Share all marketing/promotional material between all partners involved
- 5.2. Coordinate safety management and regulate visitor flow at event
- 5.3. Split the event profit equally between both partners. Event profit will be the revenue generated from entrance fees minus direct expenses for the event.
- 5.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction
- 5.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners
- 5.6. The prohibitions of smoking and the consumption of alcoholic beverages shall apply to all participants in and visitors to the Bloomington Outdoor Escape Room.

## **6. Insurance**

The Code and Key Escape Rooms and the City of Bloomington Parks & Recreation Department shall furnish each other with a certificate of insurance upon execution of this partnership Agreement. Each party will maintain comprehensive general liability insurance.

## **7. Notice and Agreement Representatives:**

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

<b>Bloomington Parks and Recreation</b>	<b>Code and Key Escape Room</b>
---	---------------------------------

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

Kate Burch  
Owner  
101 Kirkwood Ave, Fountain Square Mall,  
Suite 113  
Bloomington, IN 47404  
(812) 214-1497

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

<b>Bloomington Parks and Recreation</b>	<b>Code and Key Escape Room</b>
---	---------------------------------

Bill Ream, Community Events Coordinator  
(812) 349-3748

Kate Burch, Owner  
(812) 214-1497

## **8. Termination:**

- 8.1. Termination by mutual agreement: The partners may terminate this Agreement prior to June 30, 2019, by mutual written agreement only.
- 8.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

**9. Indemnity**

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

**10. E-Verify**

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

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

**The Code and Key Escape Rooms**

---

Kate Burch, Owner

**City of Bloomington**

---

Phillipa M. Guthrie, Corporation Counsel

---

Paula McDevitt, Director  
Parks and Recreation Department

---

Leslie J. Coyne, President  
Board of Park Commissioners

Exhibit A

STATE OF INDIANA

SS:

COUNTY OF \_\_\_\_\_

AFFIDAVIT

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA        )  
                                      ) SS:  
COUNTY OF MONROE     )

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_



## STAFF REPORT

Agenda Item: C-7 Date: 5/17/2019
-------------------------------------

Administrator Review\Approval PM
--

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** May 21, 2019  
**SUBJECT:** AGREEMENT FOR PROGRAM SERVICES WITH THETA CHI FRATERNITY

### **Recommendation**

Staff recommends the approval of the Agreement for Program Services between Bloomington Parks and Recreation and Theta Chi Fraternity.

Program fees will be paid by Theta Chi Fraternity and will be deposited into the Community Events Revenue account (201-18-186500-43270). Estimated revenue from program = \$9,000.

### **Background**

Bloomington Parks & Recreation will be facilitating the Hoosier Hustle, an adventure challenge event for the Theta Chi Fraternity on June 22nd, July 13th, and July 27th. The Hoosier Hustle is based on the Amazing Race television show and consists of a series of mental and physical challenges that attendees of the fraternity's Initiative Academy will have to complete on and around the IU campus. This will be the sixth year the department has provided the event for Theta Chi.

RESPECTFULLY SUBMITTED,

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

---

Bill Ream, Community Events Coordinator

## AGREEMENT FOR PROGRAM SERVICES

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Bloomington Parks and Recreation Department (hereinafter, "BPRD") and Theta Chi Fraternity (hereinafter, "Theta Chi"),

WITNESSETH:

WHEREAS, BPRD wishes to plan, staff, and implement an urban adventure challenge event called Hoosier Hustle ("Hoosier Hustle") for Theta Chi; An urban adventure challenge where BPRD leads teams of fraternity members on a timed race around campus, competing in both mental and physical challenges as they work in teams. BPRD will plan, implement and staff the event that is to be held three times (dates listed below) during 2019; and

WHEREAS, Theta Chi is willing to provide participants and volunteers to BPRD for the Hoosier Hustle;

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

1. **Term of Agreement:** This Agreement shall remain in effect from June 22 through July 29, 2019 unless extended or otherwise amended in writing by the parties.
2. **Program Service:** BPRD shall provide the design/planning, staffing, and implementation of the Hoosier Hustle event for Theta Chi on June 22<sup>nd</sup>, July 13<sup>th</sup>, and July 27<sup>th</sup>, 2019. The event shall run from approximately 9:00am to 12:00pm on each day. BPRD shall coordinate all aspects of the Hoosier Hustle including a series of activities and all supplies, materials, and instructions for the activities. BPRD shall have a meeting lasting no more than 30 minutes with the event participants the night before the event.
3. **Participant Requirements:** Theta Chi shall provide approximately 50 participants for each date of the Hoosier Hustle. The participants shall be divided into teams of 8 prior to the event. Participants must execute the Waiver Statement attached as Exhibit A in order to participate in the event.
4. **Volunteer Requirements:** Theta Chi shall provide at least eight (8) volunteers for each date of the event. The volunteers shall be available for the entire duration of the event. The volunteers shall be assigned individually or in teams of two (2) to assist BPRD in coordination of event activities. Theta Chi shall stay in communication with BPRD staff regarding volunteer requirement and provide BPRD names of all volunteers prior to each event date. Theta Chi shall provide BPRD the names and cell phone numbers of the volunteers at least one week prior to each event date.
5. **Pricing/Payment:** Theta Chi shall pay BPRD \$60.00 per person for each participant on each date of the Hoosier Hustle or \$3,000 for each date the event is held whichever is greater. BPRD shall invoice Joel Wendland representative for Theta Chi Fraternity prior to each date of service. This payment shall be made at least 1 week prior to each date of the event.
6. **Liability:** The undersigned agrees to release, hold harmless, indemnify and defend the City of Bloomington, BPRD, and its officers, officials, agents, employees and assigns from any and all claims or causes of action that may arise from the activities described herein, even if arising from the negligence of releasees. This includes claims for personal injury, property damage, and/or any other type of claim, including all claims for medical expenses, which may arise from these activities, even if arising from the negligence of releasees, whether such claims may be brought by the undersigned or by any third party, including but not limited to any event participants and/or event volunteers.



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

**CITY OF BLOOMINGTON**

**THETA CHI FRATERNITY**

---

Phillipa M. Guthrie, Corporation Counsel

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Joel Wendland, Chief Administration Officer

---

Paula McDevitt, Director  
Bloomington Parks and Recreation

---

Leslie J Coyne  
President, Board of Park Commissioners

Exhibit A

**Theta Chi Hoosier Hustle Waiver  
MUST be signed to participate!**

In consideration for being permitted to participate in the activity, the undersigned executes this waiver. The undersigned is the adult Program Participant. The undersigned hereby states that s/he understands the activities that will take place in this program, that s/he knowingly and freely assumes the risks associated with the activities, and that the Program Participant is physically and mentally able to participate in this program. The undersigned recognizes, as with any activity, there is risk of injury. In the event that the Program Participant sustains an injury in the course of the program, and the City of Bloomington Parks and Recreation Department is unable to contact the appropriate person(s) via telephone at the number given below to obtain consent for treatment, the City of Bloomington Parks and Recreation Department and/or its employees or volunteers are authorized to take reasonable steps to obtain appropriate medical treatment. The Program Participant shall be responsible for the cost of such treatment and any associated expense. The Undersigned now releases and holds harmless the City of Bloomington, the Bloomington Parks and Recreation Department, its officials, officers, agents, employees, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to this activity, even if arising from the negligence of releasees. It is understood that this release applies to any present or future injuries, whether known or unknown, and that it binds the Undersigned, the Undersigned's spouse, heirs, executors and administrators. The Program Participant may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity.

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

**PRINT YOUR NAME** \_\_\_\_\_

**Signature of participant:**\_\_\_\_\_ **Date:**    /    /**2019.**

In Case of Emergency, Contact:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Relationship: \_\_\_\_\_



## STAFF REPORT

Agenda Item: C-8  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Elizabeth Tompkins, Natural Resources Coordinator  
**DATE:** May 21, 2019  
**SUBJECT:** REVIEW/APPROVAL OF SUMMER STAR FOUNDATION PARTNERSHIP AGREEMENT FOR BANNEKER NATURE DAYS

### Recommendation

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Summer Star Foundation for Banneker Summer Nature Days.

### Background

This is the eighth year for this partnership. The goal of the partnership is to combine resources from BPRD and Summer Star Foundation to provide environmental education programming to participants of the Banneker Summer Food Program.

The program will run Monday-Thursday, June 3-July 25, 2019. BPRD staff will facilitate experiential environmental education programming for participants each day. They will lead hands-on activities, games, and field trips for participants in Kindergarten through sixth grade.

The Summer Star Foundation fully funds the program, providing funding for two seasonal staff, supply purchases for games and activities, snacks, and transportation and entry fee costs for field trips. BPRD coordinates staff, creates lesson plans, facilitates programs, and completes regular planning reports for the Summer Star Foundation.

We are excited to continue this partnership with the Summer Star Foundation, who also supports our Griffy Lake Nature Day program for fourth grade students throughout the school year.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in dark ink, appearing to be "ET", is written over a horizontal line.

Elizabeth Tompkins, Natural Resources Coordinator

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION  
AND  
SUMMER STAR FOUNDATION  
FOR NATURE, ART AND HUMANITY, INC.**

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Bloomington Parks and Recreation Department (hereinafter, "BPRD"), and Summer Star Foundation for Nature, Art and Humanity, Inc. (hereinafter, "Summer Star Foundation"), sometimes collectively referred to hereinafter as the "Parties."

**1. Purpose of Agreement:**

Both Parties recognize that the need exists to provide wholesome and constructive educational and recreational activities for children in Bloomington, Indiana, that will effectively contribute to the mental, physical, social and educational enrichment of children. The purpose of this Agreement is to set forth terms under which the Summer Star Foundation will provide funding for environmental educational programming at the Banneker Community Center in Bloomington for children in grades K-6 (the "Nature Day Project").

**2. Duration of Agreement:**

This Agreement commences on the date set forth above, and expires one month after the evaluation report referenced in Paragraph 5(g) is due, unless terminated earlier as provided under Paragraph 10 or renewed as provided under Paragraph 11. Notwithstanding the foregoing, BPRD's obligations under Paragraph 5(g) (regarding the evaluation report) and Paragraph 5(i) (regarding the return of any unused funds) shall survive the termination of this Agreement.

**3. City of Bloomington Parks & Recreation Department:**

The Bloomington Parks and Recreation Department is a municipal organization dedicated to providing essential services, facilities and programs necessary for the positive development and well-being of the community through the provision of parks, greenways, trails and recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources. One goal of BPRD is to provide outdoor education experiences that connect children to nature in ways that increase their knowledge, interest, and respect for the environment and natural spaces.

**4. Summer Star Foundation:**

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

**5. Banneker Summer Nature Days Project**

Summer Star Foundation agrees to pay to BPRD the amount of Four Thousand Eight Hundred Sixty Dollars (\$4,860.00) by June 30, 2019, to be used to provide funding for the Banneker Summer Nature Days Project (the "Nature Day Project").

The Summer Star grant governed by this Agreement shall be used for the following expenses relating to the Nature Day Project: personnel, curriculum development, logistical coordination, transportation, supplies, and program materials.

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

- a. BPRD shall oversee the design and implementation of the Nature Day Project. The exact location and station topics will be determined during the planning phase to commence in May 2019.
- b. Nature Day Project activities will take place as part of a Nature Club to be held at the Banneker Community Center four days a week during the period from June 3, 2019, to July 26, 2019, inclusive. On each day that the Nature Club meets there will be an afternoon session that will last approximately 2 hours.
- c. Nature Day Project activities will include some or all of the following:
  - (i) Field trips to local parks and nature preserves to experience hiking and exploration of various ecosystems;
  - (ii) Camping skills and fire-building;
  - (iii) Bluebird box building, installation, and monitoring on-site;
  - (iv) Weather station building and monitoring on-site;
  - (v) Nature crafts; and
  - (vi) Investigations of living wildlife such as frogs, butterflies, fish, ladybugs, and turtles.
- d. While the target audience of the Nature Day Project will be children in grades K-6, students in grades 7-12 may participate in the project as unpaid group leaders and assistants.
- e. BPRD shall perform participant assessments, staff evaluations, and take photographs of program activities during the course of the Nature Day Project.
- f. BPRD shall cause the BPRD Staff to provide Summer Star Foundation with planning reports by the end of each month, beginning with the month in which planning for the Nature Day Project starts.
- g. BPRD shall provide Summer Star Foundation an evaluation report of the Nature Day Project by September 30, 2019, including a summary of the budget and expenditures for the Nature Day Project, and an evaluation of the Nature Day Project effectiveness, and a summary of the assessments and evaluations.
- h. Should BPRD and the Banneker Community Center decide to continue and/or expand the Nature Day Project after August 31, 2019, BPRD shall offer to the Summer Star Foundation the opportunity to provide funding before other outside private sources of funding are sought or accepted. This provision shall not be interpreted to impose any obligation on the Summer Star Foundation to continue or expand its support of the

Nature Day Project beyond its stated contribution under this Agreement for the 2019 summer.

- i. BPRD shall, by September 30, 2019, return to the Summer Star Foundation any remaining funds contributed by the Summer Star Foundation to BPRD that have not been used for the purposes set forth in this Paragraph 5.

**6. BPRD General Administration Responsibilities.**

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

- a. Use the funds received from the Summer Star Foundation only for the charitable and public purposes set forth in this Agreement.
- b. Maintain financial, attendance, enrollment and other necessary administrative records with respect to the Nature Day Project funded under this Agreement sufficient to provide the reports to the Summer Star Foundation required under this Agreement.
- c. Recognize Summer Star Foundation in promotional materials including the City of Bloomington Parks and Recreation Summer and Fall Program Guide distributed two times per year to every city resident, using the Summer Star Foundation logo in a manner to be approved by the Summer Star Foundation.
- d. Communicate to the public and participants regarding the Summer Star Foundation's support of the Nature Day Project.
- e. Provide all other information as requested by Summer Star Foundation.

**7. Summer Star Foundation Responsibilities.**

In addition to providing the funding for the Nature Day Project as set forth in this Agreement, the Summer Star Foundation shall provide information to BPRD, if requested by BPRD, to be included in Parks promotional materials.

**8. Terms Mutually Agreed to By the Parties:**

- a. The intent of this Agreement is to document a mutually beneficial relationship between Summer Star Foundation and the BPRD.
- b. Summer Star Foundation is making the grant hereunder to the BPRD in reliance on the BPRD's agreement to administer the funds in accordance with the terms of this Agreement. Summer Star Foundation reserves the right to take whatever steps it deems necessary to monitor the Nature Day Project to ensure compliance with the provisions of this Agreement relating to the operation of said project.
- c. The BPRD staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner, and reflect the commitment of the Parties to quality services and customer satisfaction.
- d. The Parties agree that Summer Star Foundation shall have no responsibility with respect to

the operation of the Nature Day Project and shall have no liability to any party relating to the operation of or any other aspect of said project.

- e. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable set forth in this Agreement, unless such timetable is modified in writing by the Parties.
- f. The Summer Star Foundation's obligation to make any future payments under this Agreement is conditioned on BPRD's fulfillment of its reporting obligations under this Agreement and its use of prior and future payments from Summer Star Foundation in accordance with the terms of this Agreement.
- g. The Parties acknowledge and agree that this Agreement may be enforced by BPRD and Summer Star Foundation.
- h. Each of the Parties represents and warrants that it has full power and authority to enter into this Agreement and the individuals signing on behalf of such party are duly authorized to do so.

**9. Notice and Agreement Representatives:**

- a. Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following persons at the addresses and/or numbers listed below:

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

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

AND

Barbara Freedman Wand, Esq.  
Day Pitney LLP  
One International Place  
Boston, MA 02110  
Phone: 617.345.4628  
Fax: 413.241.8019

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

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

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

AND

Barbara Freedman Wand, Esq.  
Day Pitney LLP  
One International Place  
Boston, MA 02110  
Phone: 617.345.4628  
Fax: 413.241.8019

**10. Termination:**

This Agreement may only be terminated, except as expressly provided above, prior to its stated expiration in writing by the mutual agreement of the Parties and delivered to the Notice and Agreement Representatives listed in Paragraph 9. Upon such termination, all funds not used for the purposes set forth in this Agreement shall be returned to the Summer Star Foundation.

**11. Option for Renewal:**

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

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

**City of Bloomington Parks and  
Recreation Department**

By:

\_\_\_\_\_  
Paula McDevitt, Director

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

By:

\_\_\_\_\_  
Shalin Liu, President

\_\_\_\_\_  
Les Coyne, Park Board President  
Board of Park Commissioners

\_\_\_\_\_  
Philippa Guthrie, Corporation Counsel





## STAFF REPORT

Agenda Item: C-9  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull  
**DATE:** May 21, 2019  
**SUBJECT:** Approval of addendum to contract with Tabor/Bruce Architects for Cascades Golf Course Clubhouse

### Recommendation

Staff recommends the approval of this addendum with Tabor/Bruce Architects not to exceed \$5,000 for Cascades Clubhouse architecture and design services. Funding is General Obligation Bond.

### Background

The original contract was for \$85,000 plus incidentals. We expanded the services to include renderings and extra mechanical, electric, and plumbing design for a separated banquet facility. Additionally, the original expiration date was June 2018 but the services are to extent to the completion of construction. This completion is estimated to be July 2019.

**RESPECTFULLY SUBMITTED,**

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

John Turnbull, Division Director of Sports

**ADDENDUM I  
TO  
AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
TABOR/BRUCE ARCHITECTURE & DESIGN, INC.**  
(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2019)

WHEREAS, on **May 4, 2017**, the City of Bloomington Department of Parks and Recreation ("Department") and Tabor/Bruce Architecture & Design, Inc. ("Contractor") entered into an Agreement to have architectural and design services for Cascades Golf Course Clubhouse; and

WHEREAS, the Department wishes to expand scope of work of this project to include a detached banquet room and Computer graphic renderings of the clubhouse for marketing purposes ("Additional Work"); and

WHEREAS, the Additional Work will result in an increase in the compensation in an amount not to exceed Five Thousand Dollars and zero cents (\$5,000); and

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

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

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

**Article 1. Scope of Services:** To amend Article 1 of the Agreement to reflect the Additional Work, as incorporated into this Addendum to the Agreement. The Agreement is attached to and incorporated into this Addendum I to the Agreement as Exhibit A.

**Article 2. Compensation:** To amend Article 4 of the Agreement to reflect the additional charge of not to exceed Five Thousand Dollars and zero cents (\$5,000.00).

**Article 3. Schedule:** To amend Article 6 of the Agreement to read as follows:  
"Consultant shall perform the Services including the Additional Work through the completion of construction which will be no later than October 1, 2019."

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

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Les Coyne, Park Board President  
Board of Park Commissioners

\_\_\_\_\_  
Phillippa M. Guthrie, Corporation Counsel

**TABOR/BRUCE ARCHITECTURE & DESIGN,  
INC.**

\_\_\_\_\_  
Title

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
TABOR/BRUCE ARCHITECTURE & DESIGN, INC.  
FOR  
CASCADE GOLD COURSE CLUBHOUSE**

This Agreement, entered into on this 7 day of MAY, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Tabor/Bruce Architecture & Design, Inc. ("Consultant"),

**WITNESSETH:**

WHEREAS, the Department wishes to have architecture and engineering services; and

WHEREAS, the Department requires the services of a professional consultant in order to perform architecture and engineering services (the "Services" as further defined below); and

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

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

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement through the entire construction and completion phases. 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 John Turnbull 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**

This contract is not to exceed Eighty Five Thousand Dollars (\$85,000) in total compensation.

The Department shall pay Consultant for all fees and expenses in the following amounts:

One Hundred Twenty Eight Dollars (\$128) per hour for Architect

Ninety Dollars (\$90) per hour for Project Manager

Fifty Two Dollars and Fifty Cents (\$52.50) per hour for Draftsperson

For reimbursable expenses the compensation shall be the expense incurred by the Architect and the Architect's consultants plus 10% of the expense incurred. Examples of these expenses are; any out-of-town travel and subsistence, long distance or teleconferences or websites or dedicated communication services, fees paid for approval of authorities having jurisdiction, printing and reproduction, postage and delivery, renderings or models or mock-ups requested by owner, all taxes levied on professional services.

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

John Turnbull, Division Director Sports  
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 through the completion of construction which will be no later than June 30, 2018.

**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 B, 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	Tabor/Bruce Architecture & Design, Inc.
Attn: John Turnbull	Doug Bruce
401 N. Morton, Suite 250	1101 S. Walnut Street
Bloomington, Indiana 47402	Bloomington, IN 47401

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

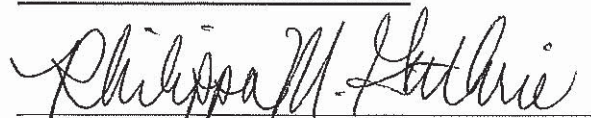
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter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

**Article 27. Non-Collusion**

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

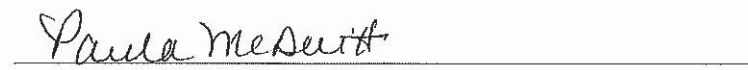
CITY OF BLOOMINGTON


  
Philippa M. Guthrie, Corporation Counsel

Tabor/Bruce Architecture & Design, Inc.

\_\_\_\_\_  
Doug Bruce, Owner

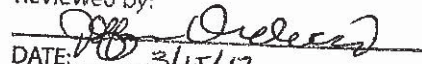
CITY OF BLOOMINGTON PARKS AND RECREATION

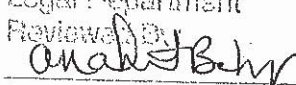
  
Paula McDevitt, Director

  
Leslie J. Coyne, President, Board of Park Commissioners

CITY OF BLOOMINGTON  
Controller

Reviewed by:

  
DATE: 3/15/12  
FUND/ACCT: 977-18 451

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: <u>03-14-12</u>

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

CITY OF BLOOMINGTON

Philippa M. Guthrie  
Philippa M. Guthrie, Corporation Counsel

Tabor/Bruce Architecture & Design, Inc.

Doug Bruce PRESIDENT  
Doug Bruce, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt  
Paula McDevitt, Director

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

CITY OF BLOOMINGTON  
Controller

Reviewed by:

3/15/17  
DATE: 3/15/17  
FUND/ACCT: 977-18 451

CITY OF BLOOMINGTON
Legal Department
Reviewed By: <u>onah Bahr</u>
DATE: <u>03-14-17</u>



## **EXHIBIT A**

### **“Scope of Work”**

#### **Architect Basic Services:**

Usual and customary structural, mechanical, and electrical engineering services.  
Consult with owner, research applicable design criteria, attend project meetings, communicate with project team, and report progress.  
Submit for owner's approval a schedule for performance of architect's services.  
Contact the governmental authorities required to approve the construction documents and the entities providing utility services to the project.

#### **Schematic Design Phase:**

Present its preliminary evaluation to the owner and discuss alternative approaches to design and construction of the project.  
Prepare and present for owner's approval a preliminary design illustration to scale.  
Prepare and present for owner schematic design documents for public display and discussion.

#### **Design Development Phase:**

Prepare design development documents for owner's approval.  
Develop drawings and other documents including plans, sections, elevations, and typical construction details.  
Outline specifications that identify major materials and systems and establish their quality levels.

#### **Construction Documents Phase:**

Prepare construction documents for the owner's approval that consist of drawings and specifications setting forth in detail the quality levels of materials and systems and all other construction work requirements.  
Incorporate any design requirements of governmental authorities having jurisdiction over the project.  
Compile a project manual that includes the conditions of the contract for construction and specifications and may include bidding requirements and sample forms.

#### **Bidding or Negotiation Phase:**

Assist the owner in establishing prospective contractors, negotiate proposals, confirming responsiveness of bids, determining the successful bid, and awarding contracts for construction.  
Assist the owner in preparing responses to questions from prospective bidders, attend pre-bid meeting, and attend pre-construction meeting.

#### **Evaluation of Work:**

Visit the site at intervals appropriate to determine, in general, if the work is being performed in accordance with the documents.  
Render initial decisions on claims between the owner and contractor as provided in the construction documents.

**Submittals:**

Review the contractor's submittal schedule.

Review and approve the contractor's submittals or take other appropriate action upon the contractor's submittals.

Maintain a record and pass on to the owner copies of submittals supplied by the contractor.

**Project Completion:**

Inspection with the owner to check conformance of the work within the requirements of the construction documents.

When the work is found to be substantially complete, inform the owner of any final completion or correction of work often called the "punch out" list.

EXHIBIT C

STATE OF Indiana )  
 ) SS:  
COUNTY OF Monroe )

NON-COLLUSION AFFIDAVIT

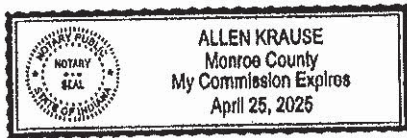
The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered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

OATH AND AFFIRMATION

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

Dated this 4 day of May, 2017.

Tabor/Bruce Architecture & Design, Inc.



By: LLD.B. Proxiant  
Howard D Bruce

STATE OF Indiana )  
 ) SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared Howard D Bruce and acknowledged the execution of the foregoing this 4<sup>th</sup> day of May, 2017.

Allen Krause  
Notary Public's Signature

My Commission Expires: April 25, 2025

Allen Krause  
Printed Name of Notary Public

County of Residence: Monroe

EXHIBIT B

E-VERIFY AFFIDAVIT

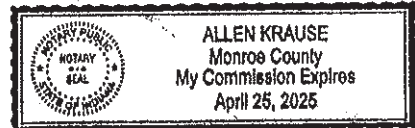
STATE OF INDIANA )  
 )SS:  
COUNTY OF Monroe )

AFFIDAVIT

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

1. The undersigned is the PRESIDENT of TABOR/BRUCE ARCHITECTURE & DESIGN INC.  
(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.

H. D. Bruce  
Signature  
Howard D Bruce  
Printed Name

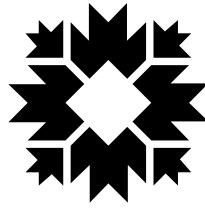


STATE OF INDIANA )  
 )SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared Howard D Bruce and acknowledged the execution of the foregoing this 4<sup>th</sup> day of May, 2017.

Allen Krause  
Notary Public's Signature  
My Commission Expires: April 25, 2025

Allen Krause  
Printed Name of Notary Public  
County of Residence: Monroe



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

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

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Sports Division Director  
**DATE:** May 16, 2019  
**SUBJECT:** APPROVAL OF GOLF CART LEASE AGREEMENT WITH FIRST FINANCIAL EQUIPMENT FINANCE, LLC

### Recommendation

Staff recommends approval to proceed with the lease agreement. General Fund – Golf Services 200-18-183500-53840.

### Background

City of Bloomington Parks and Recreation has entered into a purchase agreement with Professional Golf Car to purchase 75 golf cars after bids were received in January. The board approved this purchase on February 26, 2019. The controller has negotiated a tax exempt municipal lease with First Financial Equipment Finance, LLC with terms of 4 years at 3.99% paid quarterly in amounts of \$14,993.94 for the principal amount due on the carts of \$225,000. The board earlier approved the proposed lease terms. This document is the actual lease document for approval. No terms have changed from the proposal and memo of agreement.

**RESPECTFULLY SUBMITTED,**

---

John Turnbull, Division Director Sports



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**MASTER LEASE-PURCHASE AGREEMENT**

*By and between*

**FIRST FINANCIAL EQUIPMENT FINANCE, LLC**  
(Lessor)

*and*

**THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON,  
INDIANA**  
(Lessee)

**DATED AS OF MAY \_\_, 2019**

THIS INSTRUMENT IS INTENDED BY THE PARTIES TO CONSTITUTE  
A SECURITY AGREEMENT UNDER THE INDIANA UNIFORM COMMERCIAL CODE  
TO THE EXTENT APPLICABLE

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Additional Attachments

Municipal Certificate

Essential Use/Source of Funds Certificate

## MASTER LEASE-PURCHASE AGREEMENT

This Master Lease-Purchase Agreement (the "Agreement"), made and entered into as of this \_\_\_\_ day of May, 2019, by and between First Financial Equipment Finance, LLC ("hereinafter called together with its successors and assigns, if any, "Lessor"), an Ohio limited liability company with offices located in 255 E. Fifth Street, Cincinnati, Ohio 45202, and the Board of Park Commissioners of the City of Bloomington, Indiana (the "Lessee"), with its designated address at 401 North Morton Street, Suite 240, Bloomington, Indiana 47404, a political subdivision of the State of Indiana, organized and existing under and by virtue of the laws and Constitution of the State of Indiana.

### WITNESSETH:

**WHEREAS**, Lessee is authorized by law to acquire equipment and other items of personal property and to finance such equipment and/or personal property by entering into lease-purchase agreements; and

**WHEREAS**, Lessee has determined that it is necessary for it to acquire under this Agreement certain items of personal property described herein as Equipment; and

**WHEREAS**, Lessor is willing to acquire such items of Equipment and to lease and sell them to Lessee pursuant to this Agreement;

**NOW, THEREFORE**, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

### **SECTION 1. Certain Defined Terms and References.**

(a) In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings given below unless the context clearly requires otherwise:

"Additional Rent" means the payments required to be made pursuant to Section 7 in addition to the Base Rent.

"Agreement" means this Master Lease-Purchase Agreement as the same may be amended or supplemented from time to time, and all other documents and certificates required to be executed in connection herewith.

"Applicable Rate of Interest" means such rate as shall be determined from the Schedule of Payments (attached as **Exhibit B** hereto, which may be amended or supplemented from time to time) with respect to each Individual Payment Schedule.

"Authorized Officer," when used:

(i) With respect to Lessee, means any officer of Lessee who is designated in writing by Lessee, by laws of the State of Indiana, or by the body of Lessee approving this Agreement, as an Authorized Officer for the purposes of any Lease.

(ii) With respect to Lessor, means any officer of Lessor who is designated in writing as an Authorized Officer for purposes of any Lease.

(iii) With respect to any successor to Lessor as Lessor, means the officer of the successor who is designated in writing by the successor's governing body as an Authorized Officer for purposes of any Lease.

"Base Rent" means the payments, including the principal and interest components thereof, specified in the Individual Payment Schedules attached hereto.

"Commencement Date" means the date when the term of the Individual Payment Schedule begins and Lessee's obligation to make Lease-Purchase Payments accrues, as evidenced by payment by Lessor to the Vendor of Equipment or by the deposit by Lessor into the Acquisition Fund of the moneys required by the Escrow Agreement.

"Contractor" means each of the manufacturers or vendors from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery or installation of the Equipment.

"Environmental Laws" means all federal, state, local and foreign laws and any consent decrees, settlement agreements, judgments, orders, directories, policies or programs issued by or entered into with an Official Body pertaining or relating to: (a) pollution or pollution control; (b) protection of human health or the environment, (c) employee safety in the workplace; (d) the presence, use, management, generation, manufacture, processing, extraction, treatment recycling, refining, reclamation, labeling, transport, storage, collection, distribution, disposal or release of threat of regulated substances (for example, "hazardous substances," "pollutants," "pollution," "contaminants," "hazardous or toxic substances"...); (e) the presence of contamination (i.e. the release of regulated substances in or from the Equipment); (f) the protection of endangered or threatened species, and (g) the protection of environmentally sensitive areas (i.e. wetlands, coastal zones, areas of historic or archeological significance, endangered or threatened species or floodplain).

"Equipment" means the personal property described in the Individual Payment Schedules, which is being leased and purchased by Lessee pursuant to this Agreement. The property so listed shall be, collectively, the "Equipment" and individually, a "Unit of Equipment."

"Equipment Location" means the location or locations within Lessee's jurisdiction where the Equipment is installed, used or maintained by Lessee.

"Individual Payment Schedules" means the schedules which identify specific Units of Equipment, the Commencement Date of the individual leases and terms thereof (which are treated as separate lease obligations) which may become a part of this Agreement from time to time. Each

Individual Payment Schedule shall consist of the forms attached hereto as *Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G*, as each exhibit may be applicable to a specific lease, and supplemental documents including an original invoice or purchase order and any other documents needed to perfect a security interest in the Equipment by Lessor.

"Lease" or "Leases" means the individual leases of Equipment or Units of Equipment, as specified in an Individual Payment Schedule together with this Agreement.

"Lease-Purchase Payment Account" means the account established by Lessor for receipt and deposit of the Lease-Purchase Payments of Lessee under this Agreement and for deposit of any insurance proceeds not used for repair or replacement of Equipment, as provided in Section 19 of this Agreement.

"Lease-Purchase Payments" means the sum of the Base Rent and any Additional Rent due at or during a stated time.

"Lease Term" means, collectively, the periods set forth in each Individual Payment Schedule.

"Lessee" means as referenced above, the governing body of the City of Bloomington Park District, which is a political subdivision of the State.

"Lessor" means as referenced above, or its successors or assigns.

"Official Body" means any national, federal, state, local or other government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic.

"Payment Date" means each date of payment during the Lease Term designated as a Payment Date in the Individual Payment Schedules.

"Purchase Price" means, as of any Purchase Price Date, the amount set forth in the Individual Payment Schedules which Lessee may pay to purchase the Equipment or specific Units of Equipment.

"Purchase Price Date" means any Payment Date referred to in the Individual Payment Schedules, on which Lessee may purchase the Equipment or specific Units of Equipment by payment of the applicable Purchase Price after payment of the Lease-Purchase Payment due on such date.

"State" means the State or Commonwealth where Lessee is located.

"Unit of Equipment" means each individual unit of Equipment, as further explained in the definition of "Equipment" herein.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or will purchase the Equipment.

(b) References to sections, exhibits or attachments, unless otherwise indicated, are to sections of or exhibits or attachments to this Agreement.

## **SECTION 2. Assignment of Warranties.**

Lessor shall assign to Lessee during the Lease Term and does hereby assign, all warranties, if any, express or implied with respect to the Equipment. Such assignment includes an authorization to Lessee to obtain the customary services furnished in connection with those warranties, at Lessee's expense.

## **SECTION 3. Lease of Equipment.**

Lessor hereby agrees to demise, lease and let to Lessee, and Lessee hereby agrees to rent, lease and hire from Lessor, the Equipment in accordance with the provisions of this Agreement, to have and to hold for the Lease Term. Upon and during acquisition of the Equipment, all leasehold rights granted to Lessee by Lessor under this Agreement shall vest in Lessee, without any further action on the part of Lessor.

The lease of each Unit of Equipment shall be evidenced by an Individual Payment Schedule executed by Lessor and Lessee describing specific personal property, and setting forth provisions relating to the rent, term of the Lease, and other details relating to such Equipment. The Lease for each Unit of Equipment shall become effective on the Commencement Date, and the Individual Payment Schedule for such Equipment shall specify such date as the effective date of the Lease.

## **SECTION 4. Disbursements.**

Lessor and Lessee agree to either disburse funds directly to the Vendor of Equipment or to Lessee as directed by Lessee. Lessee is authorized to use all such funds for payment of, or reimbursement to Lessor or Lessee for payment of, the following:

(a) Expenses incurred in connection with the authorization, issuance and delivery of this Agreement and the preparation and delivery of all agreements, instruments and documents related thereto, including, but not limited to, all financial, legal, administrative, accounting and printing fees, expenses and charges and all recording, filing or insurance, and any other fees, expenses or charges relating to the acquisition and/or installation of the Equipment or the execution of this Agreement and any Individual Payment Schedule hereto;

(b) Any other costs, expenses, fees and charges properly chargeable to the cost of acquisition and/or installation of the Equipment; and

(c) Any other costs relating to the Equipment for which payment may be made under the terms of this Agreement.

Reimbursements to Lessee for amounts paid on the Equipment (by virtue of a down payment or payment for the Equipment) from the amounts provided for by this Agreement must be in accordance with Treas. Regs. § 1.150-2.

**SECTION 5. Reserved.**

**SECTION 6. Lease Term.**

The term of each Lease will be for the period indicated on the Individual Payment Schedules, unless Lessee exercises its Purchase Option (as specified in Section 20 hereto) prior to the end of the Lease Term. Each Lease will terminate upon payment of the final Lease-Purchase Payment indicated on the applicable Individual Payment Schedule (plus any Additional Rent payable under the terms of this Agreement), or on a sooner Purchase Price Date.

**SECTION 7. Base Rent; Late Payments; Additional Rent; Advances.**

(a) Subject to Section 18 hereof, Lessee agrees to pay to Lessor during the Lease Term of each Lease the Lease-Purchase Payments set forth in the Individual Payment Schedules on the dates and in the amounts set forth therein, including the interest components thereof, equal to the amounts provided below in this Section. Subject to Section 18 hereto, the Lease-Purchase Payments during the Lease Term will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever.

(b) Subject to Section 18 hereof, Lessee agrees to pay as Base Rent directly to Lessor the following amounts:

(i) Lessee agrees to pay the Lease-Purchase Payments specified in each Individual Payment Schedule. Each payment shall be applied first to payment of the interest component of the respective Lease-Purchase Payment.

(ii) To the extent permitted by law, if any Lease-Purchase Payment shall not have been received by Lessor ten (10) days after the applicable Payment Date, which payment has not been accelerated, Lessee agrees to pay a one-time late payment charge equal to 1-1/2% of the amount of the Lease-Purchase Payment due and owing. This 1-1/2% late payment charge shall be assessed each month (or alternatively on each applicable Payment Date, as determined in the sole discretion of Lessor) after the applicable 10-day grace period, one-time on any and all unpaid amount of the Lease-Purchase Payment then due and owing, and such late payment charge shall not be re-assessed on any paid or unpaid past amounts due and owing.

(c) Subject to Section 18 hereof, Lessee agrees to pay to Lessor the following amounts as Additional Rent:

(i) Consistent with Section 17 herein, Lessee represents that no charges, fees or taxes (local, state or federal) are currently imposed on the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, exclusive of taxes on or measured by Lessor's income, and acknowledges that no provision has been made for the inclusion of any such charges or taxes in the Base Rent. If during the Lease Term, the ownership, leasing, rental, sale, purchase, possession or use of the Equipment shall result in the imposition on Lessor of any charges, fees or taxes (local, state or federal), exclusive of taxes on or measured by



Lessor's income, Lessee shall promptly pay to Lessor, upon receipt from Lessor of a statement therefor, as Additional Rent an amount equal to those charges, fees and/or taxes imposed on Lessor.

(ii) Upon an Event of Default, Lessee will pay to Lessor as Additional Rent all reasonable costs and expenses incurred or to be paid by Lessor under this Agreement, including Lessor's reasonable out-of-pocket expenses and Lessor's reasonable attorney fees, which were not part of the original cost of the Equipment.

(iii) Lessee will pay to Lessor, as Additional Rent, all supplemental payments required by Section 8(d) below in the amount necessary to preserve the Tax Equivalent Yield to Lessor under the terms of this Agreement, in the manner provided therein.

(d) If Lessee does not make payment of all or any part of the Additional Rent, Lessor shall have the right, but shall not be obligated, to pay or advance the amount of such Additional Rent. If Lessor pays any portion of such Additional Rent, then subject to Section 18 hereof, Lessee shall pay Lessor no later than the end of the then current year, an amount equal to the sum of such Additional Rent and the costs incurred by Lessor in making such payment or advance, including the amount Lessor would have earned from investment of the amount paid or advanced before repayment thereof as determined by the prime rate of First Financial Bank, as announced from time to time, plus 1.0%. Lessor shall notify Lessee in writing of the costs incurred in any case of its paying or advancing such Additional Rent. If Lessor pays or advances such Additional Rent, and is repaid as provided for in this paragraph, then such initial failure to pay shall be deemed to be cured and shall not be deemed to be an Event of Default under Section 22 of this Agreement.

(e) Lease-Purchase Payments shall be payable at the designated commercial leasing office of Lessor or at such other place as Lessor may from time to time designate in writing.

(f) Lessee shall not permit the federal government to guarantee any Lease-Purchase Payments under any Lease.

## **SECTION 8. Actions Relating to Tax Exemption of Interest Components.**

(a) Lessor and Lessee each covenant that it will restrict the use of moneys realized under this Agreement or otherwise in connection with the acquisition and financing of the Equipment in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of entering into this Agreement, so that there will not exist at any time any obligation in connection with this Agreement or the Equipment that constitutes an obligation the interest on which is includible in gross income for federal income tax purposes or an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed under that Section and any subsequent amendments or modifications thereto. Any officer of Lessor or Lessee having responsibility with respect to the execution and delivery of this Agreement shall, alone or in conjunction with any other officer,

employee or agent of or consultant to Lessor or Lessee, give an appropriate certificate of Lessor or Lessee pursuant to Sections 103 and 148 of the Code and those regulations, setting forth the reasonable expectations of Lessor or Lessee on the date of entering into each Individual Payment Schedule of this Agreement, substantially in the form attached hereto as *Exhibit D*, regarding each Lease and the use of those moneys.

(b) Lessee represents and covenants that it will not use the Equipment, or permit the Equipment to be used, in such a manner as would result in the loss of the exclusion from gross income for federal income tax purposes of the component of the Lease-Purchase Payments designated as interest on the Individual Payment Schedules afforded under Section 103(a) of the Code.

(c) Lessor and Lessee each covenant to take all action required to maintain exclusion from gross income for federal income tax purposes afforded under Section 103(a) of the Code, of the Lease-Purchase Payments designated as the interest component on the Individual Payment Schedules attached hereto.

#### **SECTION 9. Authority and Authorization.**

In addition to the representations, covenants and warranties in Section 30 hereto, Lessee represents, warrants and covenants that: (a) Lessee is a political subdivision of the State, duly organized and validly existing under and by virtue of the laws of the State; (b) the execution, delivery and performance by Lessee of this Agreement and its obligations thereunder have been duly authorized by all necessary action on the part of Lessee; (c) this Agreement constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms; (d) Lessee will do or cause to be done all things necessary to preserve and keep this Agreement, including each Individual Payment Schedule hereunder, in full force and effect; and (e) Lessee has complied with all requirements applicable to it, and has taken all steps for approval and adoption of this Agreement as a valid obligation on its part, including without limitation, compliance with all requirements relating to public bidding, referendums and debt limitations.

This Agreement is not a commitment by Lessor to enter into any Individual Payment Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter any proposed Individual Payment Schedule, it being understood that whether Lessor enters into any proposed Individual Payment Schedule shall be a decision solely within Lessor's discretion.

#### **SECTION 10. Title; Termination.**

(a) (i) In order to secure its obligations hereunder, Lessor hereby retains title to the Equipment and grants to Lessee the beneficial use and possession of the Equipment during the Lease Term; provided, however, that while Lessee has beneficial use and/or possession of the Equipment, Lessor hereby grants, with recourse, and Lessee hereby accepts, title to the Equipment, subject to Lessor's rights under this Agreement, particularly, Lessor's rights in paragraph (b) of this subsection; provided, further, that for purposes of any and all charges, fees, taxes (including without limitation, amounts due pursuant to Section 17 hereunder), and

liability (whether civil or criminal), associated with the acquisition, maintenance, ownership, possession or use of the Equipment during the Lease Term, Lessee agrees that it shall be treated as title holder of the Equipment, without effect to Lessor's rights under this Agreement, particularly, Lessor's rights in paragraph (b) of this subsection.

(ii) Subject to Lessee's interests in the Equipment in the preceding paragraph, Lessor's interest in title to the Equipment shall include: (1) all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (2) all general intangibles, software intangibles and other property relating thereto (excluding accounts receivable), (3) all warehouse receipts, bills of lading and other documents of title now or hereafter covering any of the Equipment, (4) all securities, funds, moneys, deposits and other property at any time held in or subject to the Acquisition Fund (subject to any interests of the Escrow Agent), (5) all accessions thereto, (6) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed or used in connection with any of the Equipment, (7) all substitutions for any of the Equipment and (8) proceeds of the Equipment (including, without limitation, any property acquired by Lessee with such proceeds).

(b) Subject to Lessee's interests in paragraph (a)(i) of this subsection, the Equipment shall remain the property of Lessor and Lessor's title to the Equipment shall fully pass to Lessee without cost upon (i) Lessee's exercise of the prepayment option granted in Section 20 hereof, or (ii) the complete payment and performance by Lessee of all of its obligations during the Lease Term; provided, however, that Lessee shall immediately surrender beneficial use and possession of the Equipment to Lessor upon (1) termination of this Agreement without Lessee exercising its prepayment option to purchase with respect thereto, or (2) the occurrence of an Event of Default which is not cured in accordance with the terms of this Agreement. In any of such cases, Lessee agrees to execute such instruments and do such things as Lessor reasonably requests in order to effectuate transfer of any and all of Lessee's possession, right, title and interest in such Equipment, as is, to Lessor. Subject to Lessee's obligations under Section 14 hereof, it is hereby acknowledged by Lessor and Lessee that Lessee will purchase the Equipment on the terms set forth in the Individual Payment Schedules of this Agreement.

#### **SECTION 11. Security Interest.**

For purposes of federal taxation and Article 9 of the Uniform Commercial Code (as adopted by the State of Indiana), the bargain for the Equipment under this Agreement shall be treated as a conditional sale.

To the extent permitted by law, and for the purpose of securing the prompt payment and performance as and when due of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a first priority security interest in the Equipment, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. To the extent permitted by law, Lessee agrees that with respect to the Equipment, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code

as in effect in the State. Lessee may not dispose of any item of the Equipment without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of the Equipment.

## **SECTION 12. Disclaimer of Warranties; Risk of Loss.**

LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, SUBJECT TO LESSEE'S OBLIGATIONS UNDER SECTION 14 HEREOF, OF ANY OF THE EQUIPMENT OR AS TO ITS TITLE THERETO OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT and Lessor hereby assigns to Lessee for and during the Lease Term all manufacturer's warranties or guaranties, express or implied, issued on or applicable to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties or guaranties at Lessee's expense. Lessee acknowledges that the Equipment shall be purchased by Lessor in accordance with Lessee's specifications and from a vendor selected by Lessee; that Lessor is not a manufacturer of or dealer of such Equipment and takes no part in or responsibility for the installation of the Equipment, and that Lessor has made no representation or warranty and assumes no obligation with respect to the merchantability, condition, quality or fitness of the Equipment or the enforcement of the manufacturer's warranties or guaranties.

All such risks, as between Lessor and Lessee, are to be borne by Lessee. Without limiting the foregoing Lessor shall have no responsibility or liability to Lessee or any other person with respect to any of the following: (a) any liability, loss or damage caused or alleged to be caused directly or indirectly by the Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; (b) the use, operation or performance of the Equipment or any risks relating thereto; (c) any interruption of service, loss of business or anticipated profits or consequential damages; or (d) the delivery, operation, servicing, maintenance, repair, improvement or replacement of the Equipment.

## **SECTION 13. Personal Property; Certificate of Title Laws.**

The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building or fixtures thereon or otherwise attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise; however, if the Equipment is deemed to be a fixture, Lessee shall immediately notify Lessor of this designation and Lessee shall do all things necessary to assist Lessor (or its assignee) to preserve a perfected first priority security interest in the Equipment.

If any of the Equipment is subject to certificate of title laws during the Lease Term, Lessee shall deliver to Lessor contemporaneously with payment to the Vendor of such Equipment a copy of the manufacturer's certificate(s) of origin reflecting Lessee as the owner of the Equipment and Lessor as first lienholder. Lessee shall be responsible for the titling of vehicular Equipment and

shall ensure each title application reflects Lessee as owner and Lessor as first lienholder and shall provide Lessor copies of each title application. The title application process shall be completed as soon as possible after payment to the Vendor for the vehicular equipment. Lessee shall deliver the original certificate(s) of title to Lessor upon issuance thereof.

#### **SECTION 14. Use; Maintenance and Repair.**

(a) Lessee will: (i) use the Equipment in a careful manner for the use contemplated by this Agreement and the laws of the State with respect to equipment of this type; (ii) comply with all laws, insurance policies and regulations relating to the use, maintenance and operation of the Equipment; and (iii) pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Equipment.

(b) Lessee, at its expense, will: (i) keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor, and (ii) obtain and maintain any governmental licenses and permits required for ownership and operation of the Equipment.

(c) Lessee will repair and maintain, or by contract provide for the proper repair and maintenance of, the Equipment during the Lease Term.

(d) Lessor agrees that during the Lease Term it will not impair Lessee's abilities to operate or maintain the Equipment in sound operating condition so that the Equipment will be able to carry out its intended functions.

#### **SECTION 15. Alterations.**

Following completion of the acquisition of the Equipment, Lessee will not make any alterations, additions, substitutions, subtractions or replacements to the Equipment which would have an adverse effect on either the nature of the Equipment or the function or value of the Equipment, unless such alterations, additions, substitutions, subtractions, replacements or improvements may be readily removed or re-added without damage to the Equipment. Any alterations, additions or improvements to the Equipment which may not be readily removed without damage to the Equipment, and any substitutions or replacements, shall be considered to constitute a part of the Equipment.

#### **SECTION 16. Location; Inspection.**

Lessee shall not remove the Equipment from the Equipment Location without the consent of Lessor, which consent shall not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect or observe the use, operation and maintenance of the Equipment.

#### **SECTION 17. Fees, Taxes and Liens.**

(a) Fees. Lessee shall be liable to reimburse Lessor for, and agrees to hold Lessor harmless from, all titling, recordation, documentary stamp and other fees arising at

any time prior to or during the Lease Term, or upon or relating to the Equipment or this Agreement.

(b) Taxes, Other Governmental Charges and Utility Charges. The parties contemplate that the Equipment will be used for a governmental purpose of Lessee and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), which form includes without limitation, ad valorem taxes (whether real or personal), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Lease Term against or with respect to the Equipment, as well as all utility and other charges incurred in the operation and use of the Equipment.

(c) Liens. Lessee shall keep the Equipment, the Acquisition Fund and the Bond Fund (as defined in the Escrow Agreement) free and clear of all liens, levies and encumbrances, except those created under this Agreement.

#### **SECTION 18. Appropriation; Damage; Destruction.**

All financial obligations of Lessee under this Lease, including all rental obligations under Section 7 hereof, are subject to appropriation of available funds to make such payments by the governing body of Lessee. The failure of the governing body to appropriate the funds necessary to make any rental payment due hereunder shall not constitute an Event of Default, but in such event this Lease as it applies to the particular Equipment Schedule and Schedule of Payments relating to the rental payment obligation shall terminate, and Lessee shall be required to deliver to Lessor the Equipment subject to such Equipment Schedule and Schedule of Payments. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and will promptly repair or replace any portions of Equipment lost, destroyed, damaged or appropriated necessary to maintain the Equipment in sound operating condition so that at all times during the Lease Term the Equipment will be able to carry out its intended functions.

#### **SECTION 19. Insurance.**

(a) Lessee during the Lease Term of this Agreement shall maintain:

(i) casualty and/or property insurance, with any loss deductible commonly used by Lessee, at a minimum covering the replacement value of the Equipment, naming Lessor as loss payee; and

(ii) liability insurance covering the use of the Equipment, which may be a combination of self-insurance and an excess liability policy, naming Lessor as an additional insured.

(b) The proceeds of any personal injury insurance, casualty insurance, or appropriation awards, to the extent they are not promptly used or encumbered for the purposes stated in Section 18 hereof, shall be paid to Lessor for deposit in the

Lease-Purchase Payment Account, and proceeds deposited into the Lease-Purchase Payment Account shall applied to Lessee's Lease-Purchase Payments; and

(c) In the event of total destruction of any Units of Equipment, Lessee shall apply insurance proceeds, self-insurance and any other moneys available and appropriated for the purpose, to the acquisition of replacement Equipment or pay in full the Purchase Price described in Section 20 of this Agreement.

## **SECTION 20. Purchase Option.**

Lessee, upon 30 days prior written notice to Lessor and after the Commencement Date, shall have the right to purchase the Equipment, in whole, thereof on any Purchase Price Date by paying to Lessor the Lease-Purchase Payment then due on the applicable Individual Payment Schedule, together with the Purchase Price relating to that date.

## **SECTION 21. Assignments.**

(a) Lessee may not, without the prior written consent of Lessor: (i) assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Agreement or any Individual Payment Schedule under this Agreement or any Unit of Equipment (without replacement or substitution) or any interest in this Agreement or any Individual Payment Schedule under this Agreement or Unit of Equipment, or (ii) sublease the Equipment or permit it to be operated by anyone other than Lessee, Lessee's employees or persons authorized by Lessee in connection with Lessee's operation and maintenance of the Equipment.

(b) This Agreement and each Individual Payment Schedule and the obligations of Lessee to make payments under each Individual Payment Schedule, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantees, holders, assignees or subassignee by Lessor, whereupon such successors, grantees, holders, assignees or subassignee shall succeed to all of Lessor's rights and (except to the extent of any servicing obligations retained by Lessor) obligations. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a notice of the same by Lessor or its grantees, holders, assignees or subassignee; provided, however, that failure to provide such notice to Lessee shall not invalidate, void or render ineffective such assignment. Such sale, disposition, assignment or reassignment shall be effective upon receipt of such notice by Lessee.

(c) Subject to Section 18 hereof, Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including registering of assignments, notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interest in the Equipment, in this Agreement and in each Individual Payment Schedule.

(d) To the extent permitted by law, Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby one or more interests are created in this Agreement under each Individual Payment Schedule, the Equipment or the Lease-Purchase Payments under this Agreement and each Individual Payment Schedule or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

## **SECTION 22. Events of Default.**

The occurrence of any one or more of the following events constitutes an "Event of Default" under this Agreement:

(a) Lessee's failure to make during the Lease Term any Lease-Purchase Payment (including Additional Rent or any other payment) as it becomes due in accordance with the terms of any Individual Payment Schedule to this Agreement, and the failure continues for 10 days after the due date, except due to a non-appropriation event described in Section 18 hereof; or

(b) Lessee's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under any Individual Payment Schedule to this Agreement, and the failure is not cured or steps satisfactory to Lessor taken to cure the failure, within 15 days after written notice of the failure to Lessee by Lessor; or

(c) The discovery by Lessor that any material statement, representation or warranty made by Lessee in this Agreement, any Individual Payment Schedule hereto or in any writing delivered by Lessee pursuant to or in connection with this Agreement is false, misleading or erroneous in any material respect; or

(d) The initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Lessee; or

(e) Lessee shall be or become insolvent, or admit in writing its inability to pay its or his debts as they mature, or make an assignment for the benefit of creditors; or Lessee shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Lessee; or Lessee shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Lessee, or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of Lessee.



## **SECTION 23. Remedies.**

Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies as to the Equipment:

(a) Within 15 days after written demand or notice to Lessee, (i) enter and take immediate possession of the Equipment wherever situated, without any court order or process of law and without liability for entering the premises, or (ii) require Lessee to transfer all of its right, title and interest and to peaceably surrender possession of the Equipment to Lessor or its assignee on the effective date of such termination, and to have such Equipment packaged for shipment and delivery to Lessor, at Lessee's sole cost and expense, in accordance with manufacturer's specifications; and

(b) Sell or lease the Equipment or sublease the Equipment for the account of Lessee, holding Lessee liable for all Lease-Purchase Payments (including Additional Rent and other payments) due during the then applicable Fiscal Period to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable during such Fiscal Period by Lessee under all Individual Payment Schedules of this Agreement; and

(c) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement or to rescind this Agreement as to any or all of the Equipment.

To the extent permitted by law, Lessee will remain liable for all covenants and obligations under this Agreement, and for all reasonable legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by Lessor with respect to the enforcement of any of the remedies under this Agreement, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

Upon an Event of Default or as otherwise required herein or under any Individual Payment Schedule to this Agreement, Lessee shall within ten (10) calendar days after written notice from Lessor as provided for in this Section 23(b), at its own cost and expense: (a) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (b) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge to Lessee the costs of such taking. To the extent permitted by applicable law, Lessee hereby expressly waives any damages occasioned by such taking, unless caused solely and directly by Lessor's negligence or failure to comply with the UCC. In the event that Lessee makes modifications to a site after any Equipment has been installed therein and such modifications impede the removal of the Equipment, the cost of removing the impediments and restoring the site shall be the sole expense of Lessee. Lessee agrees that if Lessee is required to

deliver any item of Equipment to Lessor or Lessor's agent, the Equipment shall be delivered free of all substances which are regulated by or form a basis for liability under any Environmental Law (other than items necessary for the use or operation of the Equipment for the purposes for which it was intended so long as such items have been hauled, conveyed, stored, treated, transported and disposed of in accordance with Environmental Laws). All of Lessee's right, title and interest in any Equipment the possession of which is taken by Lessor upon the occurrence of an Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment) shall pass to Lessor, and Lessee's rights in such Equipment shall terminate immediately upon such repossession.

#### **SECTION 24. No Remedy Exclusive.**

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to Lessor shall survive the termination of this Agreement.

#### **SECTION 25. Notices.**

All notices to be given under this Agreement shall be made in writing and mailed by certified or registered mail, return receipt requested, to the parties at the addresses set forth herein or at such other address as the party may provide in writing from time to time.

#### **SECTION 26. Headings.**

All section headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

#### **SECTION 27. Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of the State.

#### **SECTION 28. Delivery of Related Documents.**

Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this Agreement, including the Individual Payment Schedules which are or become a part of this Agreement.

Lessor and Lessee agree that this Agreement or any other appropriate documents may be filed or recorded to evidence the parties' respective interests in the Equipment, this Agreement and/or each Individual Payment Schedule hereunder.

## **SECTION 29. Special Representations and Covenants of Lessor.**

Lessor represents that:

(a) Lessor is a limited liability company duly organized, existing and in good standing under the laws of the State of Ohio; has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Agreement; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Agreement;

(b) neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor or its property is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge, or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment, as defined in the Lease except encumbrances permitted by the Lease; and

(c) upon exercise by Lessee of its option to purchase the Equipment pursuant to this Agreement, Lessor will deliver to Lessee all documents which are or may be necessary to vest all of Lessor's right, title and interest in and to the Equipment in Lessee, and will release all liens and encumbrances created under this Agreement with respect to the Equipment.

## **SECTION 30. Special Representations, Warranties and Covenants of Lessee.**

In addition to the representations, warranties and covenants in Section 9 hereto, Lessee represents, covenants and warrants that:

(a) it is a political subdivision of the State responsible for governmental functions as specified by law and that acquiring, owning and financing of the Equipment and the leasing of the Equipment will advance such purposes. Lessee further represents that it intends, to the fullest extent possible, to support and maintain the Equipment to assure performance of its essential function;

(b) the laws of the State authorize Lessee to acquire, operate and maintain the Equipment to be leased pursuant to this Agreement, to enter into this Agreement and the transactions contemplated thereby, and carry out its obligations under this Agreement;

(c) the officers of Lessee executing this Agreement have been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution (or ordinance) of Lessee's governing body or by other appropriate official action;

(d) Lessee has complied with all open meeting laws, all public bidding laws requirements for referendum (if any), debt limitations (if any) and all other laws of the

State and the United States applicable to this Agreement and the acquisition of the Equipment by Lessee;

(e) except as provided under the terms of this Agreement, Lessee will not transfer, sell, lease, assign, mortgage or encumber the Equipment;

(f) the Equipment constitutes public property to be used solely for public purposes and Lessee will use the Equipment during the term of this Agreement only to perform essential governmental functions;

(g) Lessee will execute and file with the Internal Revenue Service the information reporting statement required by Section 149(e) of the Code, (Form 8038G or 8038GC);

(h) Lessee does not reasonably anticipate that less than 95% of the proceeds of the Lease will be used for "local government activities" of Lessee;

(i) Lessee has duly authorized the execution and delivery of this Agreement and each Individual Payment Schedule by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Individual Payment Schedule;

(j) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(k) The payment of the Lease Purchase Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local government unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the costs of the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment; and

(l) all representations, warranties, covenants and statements contained in this Agreement are true and correct.

Upon the execution of each Individual Payment Schedule, Lessee will provide Lessor a completed and executed copy of the opinion of the legal counsel to Lessee, substantially in the form attached hereto as **Exhibit E**. The opinion of legal counsel to Lessee will be dated the date that funding for the Individual Payment Schedule is provided by Lessor. In addition, Lessee shall provide the items listed as **Exhibits A** through **H**, as each exhibit may be applicable to a specific Individual Payment

Schedule (and the applicable supplements thereto), as provided for in Individual Payment Schedule 1 and each subsequent schedule.

**SECTION 31. Reserved.**

**SECTION 32. Entire Agreement.**

This Agreement, together with all Individual Payment Schedules and attachments and exhibits, and other documents or instruments executed by Lessee and Lessor in connection with this Agreement, constitute the entire agreement between the parties with respect to the lease of the Equipment.

**SECTION 33. Amendments.**

This Agreement may not be modified, amended, altered or changed except with the written consent of Lessee and Lessor and except as contemplated by the addition of Individual Payment Schedules.

**SECTION 34. Severability.**

In any provision of, or any covenant, obligation or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. The invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**SECTION 35. Counterparts.**

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

**SECTION 36. Further Assurances.**

The parties further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Lessor and its successors and assigns, all and singular, the interests in the Equipment hereby assigned, and otherwise implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties have executed this Master Lease-Purchase Agreement by their authorized officers on the dates of the respective acknowledgments as of May \_\_, 2019.

**FIRST FINANCIAL EQUIPMENT FINANCE, LLC**

By:

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD OF PARK COMMISSIONERS OF THE  
CITY OF BLOOMINGTON, INDIANA**

By:

\_\_\_\_\_  
Name: Les Coyne

Title: Board President

## **EXHIBIT A**

### **EQUIPMENT SCHEDULE NO. 1.**

Lessor: First Financial Equipment Finance, LLC

Lessee: Board of Commissioners of the City of Bloomington, Indiana

This Equipment Schedule entered into this \_\_\_\_ day of May, 2019, by and between Lessor and Lessee pursuant to and subject to the terms and conditions of the Master Lease-Purchase Agreement dated as of May \_\_, 2019 (the "Agreement") and this Individual Payment Schedule (the "Individual Payment Schedule" and together with the Agreement, the "Lease").

#### **Section 1. Equipment covered by this Equipment Schedule.**

Pursuant to the terms of the Agreement, Lessor agrees to disburse money in an amount equal to \$225,000.00 directly to Professional Golfer Corporation, for all of the following equipment: electric golf cars identified on Invoice #CGC75T4819 dated March 29, 2019, submitted by Professional Golfer Corporation (collectively, the "Equipment"). Upon the Lessee receiving the Equipment, Lessor agrees to lease the Equipment to Lessee.

**Section 2. Billing Address: 401 N. Morton Street, Suite 240, Bloomington, Indiana 47404, Attention: Controller**

**Section 3. Term: Ending on December 30, 2022**

**Payment Frequency: Quarterly in advance**

**Section 4. Rent. *See Exhibit B***

**Commencement Date: May \_\_, 2019.**

**Section 5. Base Rent.**

The Base Rent of the Lease-Purchase Payments is determined by applying an annual rate of interest equal to 3.99% of the outstanding balance of an original principal amount of \$225,000 for the Equipment, being an amount equal to the cost of acquiring the Equipment.

**Section 6. Prepayment Terms.**

Lessee may prepay the Lease under this Equipment Schedule No. 1 at on any Purchase Price Date, subject to the notice provision in Section 20, during the Lease Term in an amount equal to the remaining Principal Component of Lease-Purchase Payments, and without premium or penalty. It is intended that the prepayment option be exercised in whole, however, at Lessor's discretion, the prepayment option may be exercised in part.

**FIRST FINANCIAL EQUIPMENT FINANCE, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD OF PARK COMMISSIONERS OF THE  
CITY OF BLOOMINGTON, INDIANA**

By: \_\_\_\_\_

Name: Les Coyne

Title: Board President



**EXHIBIT B**

**SCHEDULE OF PAYMENTS**

<b>Payment Date</b>	<b>Total Payment</b>	<b>Principal Component</b>	<b>Interest Component</b>
June 30, 2019	\$29,987.88	\$29,987.88	\$0.00
September 30, 2019	14,993.94	13,048.69	1,945.25
December 30, 2019	14,993.94	13,178.85	1,815.09
March 30, 2020	14,993.94	13,310.31	1,683.63
June 30, 2020	14,993.94	13,443.08	1,550.86
September 30, 2020	14,993.94	13,577.18	1,416.76
December 30, 2020	14,993.94	13,712.61	1,281.33
March 30, 2021	14,993.94	13,849.39	1,144.55
June 30, 2021	14,993.94	13,987.54	1,006.40
September 30, 2021	14,993.94	14,127.06	866.87
December 30, 2021	14,993.94	14,267.98	725.95
March 30, 2022	14,993.94	14,410.31	583.63
June 30, 2022	14,993.94	14,554.05	439.89
September 30, 2022	14,993.94	14,699.22	294.71
December 30, 2022	14,993.94	14,845.85	148.09

## **EXHIBIT C**

### **CERTIFICATE OF ACCEPTANCE**

The undersigned, Lessee under that Master Lease-Purchase Agreement, dated as of May \_\_, 2019, Equipment Schedule No. 1 hereby certifies that:

The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.

The Equipment is covered by insurance in the types and amounts required by the Agreement, and the Equipment is located at the locations set forth in the disbursement requests provided to Lessor required in Exhibit A to the Agreement.

No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

The undersigned, Lessee, hereby certifies that the Equipment described in Exhibit A, has been delivered to, and installed at, the Equipment Location specified therein and, as between Lessor and Lessee, is in good working order and is hereby accepted May \_\_, 2019.

**CITY OF BLOOMINGTON, INDIANA**

By: \_\_\_\_\_

Name: Les Coyne

Title: Board President

## **EXHIBIT D**

### **ARBITRAGE AND USE CERTIFICATE**

We, the undersigned, hereby certify that we are the duly qualified and acting President of the Board of Park Commissioners and Controller, respectively, of the City of Bloomington, Indiana ("Lessee"), and that the Board President of Lessee, in the Board Presidents's official capacity as such officer, is responsible for executing and delivering on behalf of Lessee the Master Lease-Purchase Agreement (the "Agreement") by and between Lessee and First Financial Equipment Finance, LLC ("Lessor"), dated as of May \_\_, 2019 (the "Agreement Date"). This Certificate is being issued pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations issued thereunder. The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter:

1. The Agreement provides for the lease of certain equipment described in the applicable Equipment Schedule - Exhibit A to the Agreement (the "Equipment") by Lessor to Lessee and the lease of the Equipment by Lessee from Lessor. Pursuant to the Agreement, Lessee is required to make payments of Base Rent with respect to the Equipment comprising principal and interest, on the dates and in the amounts set forth in the Schedule of Payments - Exhibit B to the Agreement, plus Additional Rent, if any, as described in the Agreement.

2. A contract or contracts providing for the acquisition and delivery of the Equipment has or have been executed by Lessee.

3. The total amount of Sale Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Code, of the principal deemed received under the Agreement by Lessee will not exceed the amount necessary to finance the acquisition of the Equipment.

4. Lessee has incurred, or will incur no later than six months after the Agreement Date, a substantial binding commitment to expend at least 5% of the Net Sale Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Code, of the principal deemed received under the Agreement for the Equipment, which will be acquired with due diligence and, based upon the provisions of the contract described in paragraph 2 hereof.

5. All of the Net Sale Proceeds of the principal deemed received under the Agreement will be expended on the Equipment and related expenses no later than three years after the Agreement Date.

6. Lessee does not expect to sell, exchange or otherwise dispose of its interest in the Equipment during the term of the Agreement.

7. Lessee will permit no more than 10% of the use of the Equipment by a non-governmental person if more than 10% of the Base Rent and Additional Rent, if any, is secured or to be paid, either directly or indirectly, by any non-governmental person and will permit no more than 5% of the use of the Equipment by a non-governmental person if such use is not related to Lessee's use of the Equipment.

8. There are no amounts, other than the Gross Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Code, deemed received under the Agreement, that have a nexus to the acquisition of the Equipment sufficient that such other funds, if any, would have been used for that purpose. There are no Replacement Proceeds, as defined in Treas. Reg. § 1.148-1(c), issued under the Code, such as sinking funds or pledged funds for payment of the Base Rent and Additional Rent, if any, and the term of the Agreement is not longer than reasonably necessary for the acquiring, installing and paying for the Equipment.

9. Lessee will comply with all requirements of Section 148(f) of the Code and the Treasury Regulations issued thereunder relating to rebate of certain arbitrage earnings on investments acquired with Gross Proceeds deemed received under the Agreement to the United States of America.

10. Lessee anticipates spending all of the proceeds received under the Agreement within six months from the date of the Agreement. Therefore, Lessee anticipates satisfying the temporary period relating to rebate found in Section 148(f)(4)(B) of the Code and Treas. Reg. § 1.148-7(c).

11. Lessee will file Form 8038-G, as applicable, for the Agreement no later than August 15, 2019.

12. Lessee will keep proper records and accounts, which should contain complete and correct entries of all transactions relating to the Agreement, for at least six years after the end of the Agreement. Lessee understands that failure to maintain the records described in this section might result in interest on the Agreement becoming includable in the gross income of Lessor for federal income tax purposes and might result in additional rebate liability.

(a) Lessee will keep all records relating to the use of the Project, including all management and service contracts, all research agreements, if any, all leases and other rental agreements and any sales or disposition contracts, as well as any opinions of Bond Counsel that may be obtained.

(b) Lessee will keep copies of all records relating to the determination of Yield, including Issue Price, as defined in Treas. Reg. § 1.148-4, issued under the Code, and rebate or other payments for the Agreement, as provided in Treas. Reg. §§ 1.148-3 or -5, issued under the Code.

13. To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations and the foregoing satisfy the requirement for post-issuance compliance procedures of Lessee.

WITNESS my hand this \_\_\_\_ day of May, 2019.

**BOARD OF PARK COMMISSIONERS OF THE  
CITY OF BLOOMINGTON, INDIANA**

By: \_\_\_\_\_  
Name: Les Coyne  
Title: Board President

By: \_\_\_\_\_  
Name: Jeffrey Underwood  
Title: City Controller

## **EXHIBIT E**

### **OPINION OF COUNSEL TO LESSEE**

(Must be typed on letterhead of counsel preparing opinion)

First Financial Equipment Finance, LLC  
Cincinnati, Ohio

Barnes & Thornburg LLP  
Indianapolis, Indiana

Re: Master Lease-Purchase Agreement dated as of May \_\_, 2019, by and between First Financial Equipment Finance, LLC ("Lessor") and the Board of Park Commissioners of the City of Bloomington, Indiana ("Lessee"), Individual Payment Schedule No. 1

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Master Lease-Purchase Agreement described above, including Individual Payment Schedule No. 1. ("Schedule 1") (collectively, the "Lease") and various related matters, and in this capacity have reviewed an executed duplicate original or certified copy of the Lease by and between Lessee and Lessor, including all schedules and exhibits forming a part thereof and other instruments and documents related to the Lease. All capitalized terms used herein shall have the meanings given them in the Lease, except as defined herein.

Based upon my examination of the foregoing and of such provisions of law, judicial decisions, opinions and other matters as we deemed necessary and relevant in order to render the opinions set forth below, it is my opinion that:

1. Lessee is a unit and political subdivision of the state of State of Indiana (the "State"), duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under applicable law to enter into the Lease by and among Lessee and Lessor, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and constitute valid and binding obligations of Lessee enforceable in accordance with the terms thereof, except as enforceability may be limited by applicable bankruptcy, reorganization or other similar laws of general application relating to or affecting the rights of creditors.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting laws, public bidding laws,

prevailing wage laws, requirements for referendum (if any), applicable debt limitations and other applicable laws of the State and the United States.

5. Lessee has sufficient moneys available to make all Lease Payments required to be paid under the Lease during the current fiscal year of Lessee and such moneys have been properly budgeted and appropriated for this purpose in accordance with applicable law.

6. The execution of the Lease does not result in the violation of any constitutional, statutory, other limitation or contractual obligation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no action, suit or proceeding pending or, to the best of my knowledge, threatened against or affecting Lessee, before any court, administrative agency, arbitrator or governmental body, that challenges the existence or organization of Lessee; the title of any of the present officers of Lessee to their respective offices, the authority or proceedings for the execution and delivery of the Lease and the other documents described above, the appropriation of moneys to make Lease-Purchase Payments pursuant to the Lease to the extent of such appropriations; or the authority of Lessee otherwise to perform its obligations under the Lease.

8. The property acquired pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

**EXHIBIT F**

**[IF APPLICABLE]**

**CERTIFICATE OF FISCAL OFFICER**

Re: Master Lease-Purchase Agreement dated as of May \_\_, 2019, by and between First Financial Equipment Finance, LLC ("Lessor") and the Board of Park Commissioners of the City of Bloomington, Indiana ("Lessee"), Individual Payment Schedule No. 1

The undersigned, Jeffrey Underwood, as the Controller of the City of Bloomington, Indiana, for and on behalf of Lessee hereby certifies that the moneys required to meet the obligations of Lessee during the current fiscal period, with respect to Individual Payment Schedule No. 1 of the Master Lease-Purchase Agreement have been lawfully appropriated by Lessee for such purposes and are in the treasury of Lessee or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

By: \_\_\_\_\_

Name: Jeffrey Underwood

Title: City Controller

Date: May \_\_, 2019



## EXHIBIT G

### INSURANCE COVERAGE REQUIREMENTS

To: First Financial Equipment Finance, LLC

From: City of Bloomington, Indiana

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Section 19 of the Master Lease-Purchase Agreement dated as of May \_\_, 2019 and Individual Payment Schedule No. 1 (collectively, the "Agreement"), we have instructed the insurance agent named below (please fill in name, address and telephone number)

Agent's Name:

Agency Name:

Address:

Phone:

to issue:

(a) All Risk Physical Damage Insurance on the leased Equipment or Unit thereof (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" as Loss Payee; and

(b) Public Liability insurance evidence by a Certificate of Insurance naming "Lessor and/or its assigns" as an Additional Insured.

Minimum Coverage Required:

**\$225,000.00 per person**

**\$225,000.00 aggregate bodily injury liability**

**\$225,000.00 property damage liability**

2. Pursuant to Section 19 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided to Lessor prior to the time that the Equipment or Unit thereof is delivered to us.

**CITY OF BLOOMINGTON, INDIANA**

By:

---

Name: Jeffrey Underwood

Title: City Controller

## MUNICIPAL CERTIFICATE

Re: Master Lease-Purchase Agreement, dated as of May \_\_, 2019 (the "Agreement"), by and between First Financial Equipment Finance, LLC ("Lessor") and the Board of Park Commissioners of the City of Bloomington, Indiana ("Lessee")

I, the undersigned, the duly elected, qualified and acting Secretary of the above-captioned Lessee does hereby certify this \_\_\_\_ day of May, 2019 as follows:

1. Lessee did, at a regular meeting of the Board of Park Commissioners held on May 21, 2019 by motion duly made, seconded and carried in accordance with all requirements of law approve and authorize the execution and delivery of the Agreement and Individual Payment Schedule No. 1 (the "Individual Payment Schedule" and together with the Agreement, the "Lease") on its behalf by the following named representatives of Lessee to wit:

Printed Name: Les Coyne  
Title: Park Board President  
Signature: \_\_\_\_\_

Printed Name: Jeffrey Underwood  
Title: City Controller  
Signature: \_\_\_\_\_

Printed Name:  
Title:  
Signature: \_\_\_\_\_

2. Enter number of required signatures (if more than one). N/A

3. The above named representative(s) of Lessee held at the time of such authorization, and holds at the present time, the office set forth above.

4. The meeting of the Board of Park Commissioners at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

5. There is no litigation of any nature either pending or threatened, restraining or enjoining the execution of the Lease nor directly or indirectly affecting the proceedings and authority by which the Agreement has been authorized and executed, nor any dispute, controversy or litigation affecting the validity of or security for the Agreement.

6. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

7. All insurance required in accordance with the Agreement is currently maintained by Lessee.

8. Lessee is not in default for the payment of principal of or interest on any of its notes or bonds or other obligations now outstanding.

**IN WITNESS WHEREOF**, I hereunto set my hand the day and year first above written.

By: \_\_\_\_\_

Name: Kim Clapp

Title: Park Board Secretary

DMS BDD 14344367v2



## STAFF REPORT

Agenda Item: C-11  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Barb Dunbar, Operations Coordinator  
**DATE:** May 9, 2019  
**SUBJECT: REVIEW/APPROVAL OF CONTRACT WITH BLEDSOE RIGGERT COOPER JAMES**

### **Recommendation**

Staff recommends the review/approval of a Mid-Service Contract with Bledsoe Riggert Cooper James. The vendor will provide construction layout services for two projects.

1. Crestmont Park Playground
2. Building Trades Park Walkway Reconstruction

In addition, the vendor will provide a boundary survey of the southern border of Bryan Park. All work will be completed by October 31, 2019.

### **Background**

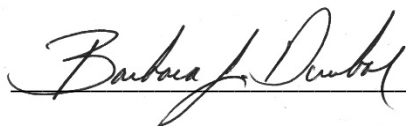
Costs and funding for the three are as follows -

Crestmont Park Playground - \$6,000 – GO Bond 2017-‘20

Building Trades Walkway - \$2,000 – Parks General Fund Operations

Bryan Park Boundary Survey - \$1,950 – Parks General Fund Operations

**RESPECTFULLY SUBMITTED,**



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**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
BLEDSON RIGGERT COOPER JAMES  
FOR  
CRESTMONT PARK PLAYGROUND, BUILDING Trades Park Walkway  
AND BRYAN PARK SOUTHERN BOUNDARY SURVEY**

This Agreement, entered into on this \_\_\_\_\_ day of May, 2019 by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bledson Riggert Cooper James (“Consultant”),

**WITNESSETH:**

WHEREAS, the Department wishes to Construct a new playground at Crestmont Park, replace the existing walkway at Building Trades Park and request a boundary survey for the south border of Bryan Park; and

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

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

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

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before October 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar, Crestmont Park Playground, Mark Marotz, Building Trades Walkway and Bryan Park Southern Boundary Survey, Joana Sparks as the Department’s Project Managers. 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 Two Thousand Dollars (\$6,000) for Crestmont Park Playground, Two Thousand Dollars (\$2,000) for Building Trades Park Walkway and One Thousand Nine Hundred Fifty Dollars (\$1,950) for Bryan Park Boundary Survey. Consultant shall submit three (3) separate invoices, specific to each project, to the Department upon the completion of the Services described in Article 1. The invoices 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 according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

### **Article 7. Termination**

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

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

**Article 8. Identity of the Consultant**

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

**Article 9. Opinions of Probable Cost**

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

**Article 10. Reuse of Instruments of Service**

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

**Article 11. Ownership of Documents and Intellectual Property**

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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



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

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

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

#### **Article 15. Conflict of Interest**

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

#### **Article 16. Waiver**

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

#### **Article 17. Severability**

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

#### **Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

<b>Department:</b>	<b>Consultant:</b>
City of Bloomington	Bledsoe Riggert Cooper James
Attn: BARB DUNBAR – Crestmont Park Playground Attn: MARK MAROTZ – Building Trades Walkway Attn: JOANNA SPARKS – Bryan Park Boundary Survey	Attn: Christopher Porter, P.D.
401 N. Morton, Suite 250	1351 West Tapp Road
Bloomington, Indiana 47402	Bloomington, IN 47403

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

**BLEDSON RIGGERT COOPER JAMES**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Marty James, Vice President/Professional Surveyor

**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:

#### **Crestmont Park Playground**

- Set monuments (wood hubs, rebar, t-post, etc.) at the location of support posts for the following five structures:
  1. 5-12 Central Play Structure
  2. Spinning Play Structure
  3. 2-5 Play Structure
  4. Balance Play Pieces
  5. 3-Bay Arch Swing
- Layout of concrete areas/sidewalks consisting of hub, tack and lath with grade marks at site foreman determined offsets (3', 5', etc.) from proposed edge of concrete.

These services will be performed on an hourly basis for a cost not to exceed \$6000. In order to properly locate and orient the structures on the site we will need to be provided dimensions to the required support posts from control points, or an AutoCad file showing the support posts in relation to control points prior to performing any layout.

#### **Building Trades Walkway**

- Lay out one side of the proposed elevated walkway, which will consist of setting a hub, tack and lath with grade marks at horizontal and vertical angle points of the walkway.

These services will be performed on an hourly basis for a cost not to exceed \$2000. In order to properly locate and orient the walkway on the site we will need to be provided plans showing dimensions to the walkway from control points, or an AutoCad file showing the walkway in relation to control points prior to performing any layout.

#### **Bryan Park Boundary Survey**

- Obtain the current deed of record for the park parcel, and each of the parcels that adjoin the southern line of the park
- Evaluate the adjoining deeds of record to determine if there are any inconsistencies in title lines
- Conduct a field search for existing section and boundary corners necessary to verify or establish the southern line of the park parcel
- Evaluate found corners and calculate the location of any missing corners of the southern line of the park parcel
- Set survey monuments at any missing corners of the southern line of the park parcel
- Set wood lath (stakes) at approximately 50-foot intervals along the southern boundary line of the park parcel
- Locate evidence of possession (fences, drives, etc) along the southern line, which will be shown on the plat
- Prepare a plat and report of survey as required by Indiana Administrative Code No. 865 showing and explaining our findings
- Record the plat and report in the Monroe County Recorder's Office

When complete, a copy of the survey plat and report of survey will be provided to the Department.

## **EXHIBIT B**

### **“Project Schedule”**

Contractor shall complete the services required under this Agreement on or before October 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Service.

**EXHIBIT C**  
**E-VERIFY AFFIDAVIT**

STATE OF INDIANA            )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA            )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public's Signature                   My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public                   County of Residence: \_\_\_\_\_

**EXHIBIT D**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BLEDSON RIGGERT COOPER JAMES**

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



## STAFF REPORT

Agenda Item: C-12  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Barb Dunbar, Operations Coordinator  
**DATE:** May 9, 2019  
**SUBJECT: REVIEW/APPROVAL OF ADDENDUM TO SERVICE AGREEMENT  
WITH IZZY'S RENTAL**

### **Recommendation**

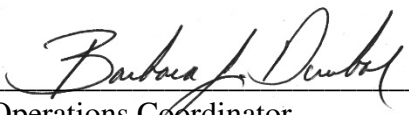
Staff recommends approval of the addendum to the agreement with Izzy's Rental for port-a-let services at three locations. Pumping services only will take place at Griffy Lake and Bryan Park. Rental and pumping services will occur at the Upper Cascades Skatepark.

### **Background**

These three locations were originally under a Service Agreement with Monroe Tuff-Jon. Family circumstances have caused the business to terminate services.  
Funding sources for these modifications are –

Griffy Lake Pit Toilets - \$850 – Parks General Fund Natural Resources  
Upper Cascades Skatepark & Bryan Park - \$8,000

**RESPECTFULLY SUBMITTED,**

  
\_\_\_\_\_  
Operations Coordinator



**ADDENDUM  
TO  
AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
IZZY'S RENTAL  
FOR  
ANNUAL SERVICE AGREEMENT**  
Entered in this \_\_\_\_ day of May, 2019

WHEREAS, on December 10, 2018, the City of Bloomington Department of Parks and Recreation (the "Department") and Izzy's Rental ("Contractor") entered into an Agreement for cleaning pumping services for portable toilets owned by the Department at various locations ("Agreement"); and

WHEREAS, the Department wishes to add three (3) additional locations for service of portable toilets; and

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

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

**Article 1. Scope of Services:** To amend Article 1 of the Agreement to add the following locations to the Scope of Services: Upper Cascades Skate Park, Bryan Park, and Griffy Lake. Original agreement is attached to and incorporated into this Addendum to the Agreement as Exhibit A.

**Article 2. Compensation:** To amend Article 4 of the Agreement to increase the compensation for all fees and expenses in an amount not to exceed Eight Thousand Eight Hundred Fifty Dollars (\$8,850).

**Article 3. Modification:** All other terms of the Agreement are still intact. Any other modification to Agreement shall be in writing per Article 23 of said Agreement.

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

**CITY OF BLOOMINGTON**

**IZZY'S RENTAL**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Les Coyne, President  
Board of Park Commissioners

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

## Exhibit A

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

This Agreement, entered into on this 10<sup>th</sup> day of December, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Izzy's Rental ("Contractor").

**Article 1. Scope of Services** Contractor shall provide cleaning/pumping services for portable toilets owned by the Department at various locations for Bloomington Parks and Recreation Department ("Services"). Service of toilets are priced as follows:

Winslow Woods Park location, April through September for a cost of Forty Dollars (\$40.00) per week, for twice a week cleaning/pumping services. Winslow Woods Park location, October through March for a cost of Twenty Dollars per week, for once a week cleaning/pumping services. Upper Cascades Park, (Lions Den) and Clear Creek Trail, (Tapp Rd. and That Rd. Trailhead) locations May through September for a cost of Forty Dollars (\$40.00) per week, for twice a week cleaning/pumping services. Upper Cascades Park, (Lions Den) and Clear Creek Trail, (Tapp Rd. and That Rd. Trailhead) locations October through April at a cost of Twenty Dollars (\$20.00) per week, for once a week cleaning/pumping services. Wapehani MBP location from December through February for a cost of Twenty Dollars per month, for once a month cleaning/pumping service. Wapehani MBP location from March through November for a cost of Twenty Dollars per week, for once a week cleaning/pumping service. Any additional cleaning/pumping services will be a cost of \$20.00 per service/per unit.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barb Dunbar 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. Upon agreement by both parties, this agreement can be extended for one year.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred and Ninety-nine Dollars (\$4,999). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule ("Schedule"):

Winslow Park location will be serviced twice per week from April through September and once per week from October through March. Upper Cascades, (Lions Den) and Clear Creek Trail, (Tapp & That Rd Trailhead) locations will be serviced twice per week from May through September and once per week from October through April. Wapehani MBP location will be serviced once per month from December through February and once per week from March through November. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Contractor: Izzy's Rental 99015 S Gore Rd. Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

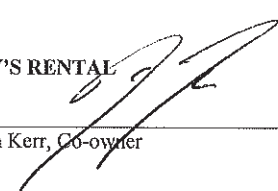
**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether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

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

CITY OF BLOOMINGTON

  
Philippa M. Guthrie, Corporation Counsel

IZZY'S RENTAL

  
Kevin Kerr, Co-owner

CITY OF BLOOMINGTON PARKS AND RECREATION

  
Paula McDevitt, Director

  
Kathleen Mills, President, Board of Park Commissioners

**CITY OF BLOOMINGTON**

Legal Department

Reviewed By:



DATE: 12-05-2017

**CITY OF BLOOMINGTON**  
Controller

Reviewed by:

  
DATE: 12-5-18

FUND/ACCT: 20-18-189000-939-1

EXHIBIT A  
E-VERIFY AFFIDAVIT

STATE OF INDIANA )  
COUNTY OF Monroe )SS:

AFFIDAVIT

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

1. The undersigned is the Co-owner of Izzy's Rental  
(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 )  
COUNTY OF Monroe )SS:

Before me, a Notary Public in and for said County and State, personally appeared Kevin Kerr and acknowledged the execution of the foregoing this 18 day of Dec, 2018.

Notary Public's Signature

My Commission Expires:

6/24/24

Commission Number:

685308

Printed Name of Notary Public

County of Residence:

Monroe



EXHIBIT B

STATE OF LA )  
COUNTY OF Monroe ) SS:

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 18 day of Dec, 2018.

Izzy's Rental

By: Kevin Kerr

STATE OF LA )  
COUNTY OF Monroe ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kevin Kerr and acknowledged the execution of the foregoing this 18 day of Dec, 2018.

Barbara J. Dauter  
Notary Public's Signature

My Commission Expires: 6/26/24 Commission Number: 085308

Barbara J. Dauter  
Printed Name of Notary Public

County of Residence: Monroe



## STAFF REPORT

Agenda Item: C-13 Date: 5/21/2019
--------------------------------------

Administrator Review\Approval PM
--

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operation Division Director  
**DATE:** May 21, 2019  
**SUBJECT:** CONSULTANT AGREEMENT ADDENDUM #3 WITH CORNERSTONE PDS  
FOR CRESTMONT AND WALDRON, HILL, BUSKIRK PARK DESIGN

### Recommendation

Staff recommends approval of this third addendum with Cornerstone PDS for design and construction inspection services for rehabilitation projects at Crestmont Park and Waldron, Hill, and Buskirk Park. This addendum is for extending the schedule of the project through September 1, 2020.

### Background

Addendum 1 for this project, approved in July 2018, was for expanding the scope of work of the project and increasing the compensation by \$7,950. Addendum 2, approved December 2018, was for further expanding the scope of work and compensation by \$4,800 for the project in Waldron, Hill, and Buskirk Park. The original contract was scheduled to be completed on May 31, 2019, however due to the changes in scope we will now be putting the construction project at Waldron, Hill and Buskirk Park out for bid this summer and therefore recommend approval of this addendum for extending the schedule until September 1, 2020, in order to retain the construction inspection services of Cornerstone until project completion.

**RESPECTFULLY SUBMITTED,**

---

Dave Williams, Operations Division Director

**ADDENDUM III**  
**TO**  
**AGREEMENT FOR CONSULTANT SERVICES**  
(Entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2019)

WHEREAS, on January 23, 2018, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an agreement (“Agreement”) with Cornerstone PDS (“Consultant”) to develop site plan and construction documents for playground area at Crestmont Park, design and construction documents for renovations to lawn area between band pavilion and fountain at Waldron, Hill, Buskirk Park; and

WHEREAS, on July 24, 2018, The scope of services of the Agreement was amended to add the design accessible sidewalk entrance and delivery ramp at the Allison-Jukebox Community Center; and

WHEREAS, on December 10, 2018, the scope of services of the Agreement was amended again by adding stairwell and pervious pavers to said scope of services; and

WHEREAS, the Department wishes to extend the schedule of the project through September 1, 2020, to provide sufficient time for the Consultant to complete the additional work; and

WHEREAS, the Consultant is in agreement with extending the time to complete the project; and

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

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

**Article 1. Term:** To amend Article 1 of the Agreement to reflect the new completion date of September 1, 2020, and to modify Exhibit B, “Project Schedule”, of the original Agreement to state:

“All services to be completed by no later than September 1, 2020.”

Original agreement is attached to and incorporated into this Addendum III to the Agreement as Exhibit B.

**Article 2. Modification:** Any other modification to said Agreement shall be in writing per Article 26 of the Agreement.

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

**CITY OF BLOOMINGTON**

**CORNERSTONE PDS**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Debra L. Schmucker

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

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

## EXHIBIT "A"

ADDENDUM I  
TO  
AGREEMENT FOR CONSULTANT SERVICES  
(Entered in this 24 day of July, 2018)

WHEREAS, on January 23, 2018, the City of Bloomington Department of Parks and Recreation (the "Department") entered into an Agreement ("Agreement") with Cornerstone PDS ("Consultant") to develop site plan and construction documents for playground area at Crestmont Park, and design and construction documents for renovations to lawn area between band pavilion and fountain at Waldron, Hill, Buskirk Park; and

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

WHEREAS, as a result of modification to the original Scope of Services the compensation amount will be increased by Seven Thousand Nine Hundred Fifty Dollars and zero cents (\$7,950.00); and ✓

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

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

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

**Article 1. Term:** To amend the Agreement to reflect changes in design area and services shown in the Consultant Scope of Work, Exhibit A. Exhibit A is attached to and incorporated into this Addendum I to the Agreement. Original agreement is attached as Exhibit B.

**Article 2. Compensation:** The Department shall pay Consultant for the Services, for all fees and expenses in an amount not to exceed Fifty Two Thousand Five Hundred Sixty Five Dollars and zero cents (\$52,565.00). ✓

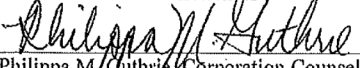
**Article 4. Modification:** Any other modification to said Agreement shall be in writing per Article 26 of the Agreement.

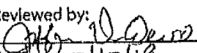
IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth.

CITY OF BLOOMINGTON

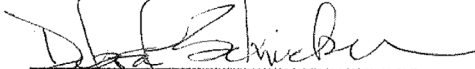
  
Paula McDevitt, Director  
Parks and Recreation Department

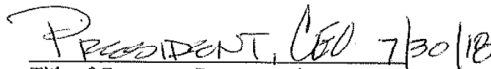
  
Kathleen Mills, Park Board President  
Board of Park Commissioners

  
Philippa M. Guthrie, Corporation Counsel  
CITY OF BLOOMINGTON  
Controller

Reviewed by:   
DATE: 7/17/18  
FUND/ACCT: 977-18

CORNERSTONE PDS

  
Debra L. Schmucker

  
President, CEO 7/30/18  
Title of Contractor Representative

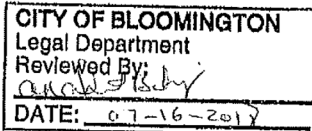




EXHIBIT "A"



July 3, 2018

Mr. David Williams  
Bloomington Parks & Recreation Department  
401 N. Morton Street, #205  
Bloomington, IN 47402

RE: Addendum to Contract - Waldron Hill Buskirk Park

Dear Dave,

As requested, we have prepared an addendum for our contract at Waldron Hill Buskirk Park to include the additional sidewalk areas. It is our understanding that additional construction funding will be provided for these improvements beyond the original construction budget. These additional design areas include the following:

Allison-Jukebox Community Center

1. Accessible sidewalk at west entrance. Sidewalk to run parallel to building to north. Existing drop-off lane to remain.
2. New delivery ramp to south employee only entrance (not accessible)

Bandstand

3. Replace existing west walk with accessible sidewalk to stage

Services to be provided by Cornerstone for the additional areas include:

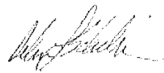
- Topographic survey
- Site Design with Technical Specifications/Construction Documents
- Construction Bidding & Administration

Our additional fees for this work are:

Topographic Survey	\$ 1,200.00
Design, Construction Bidding & Administration	<u>\$ 6,750.00</u>
TOTAL	\$ 7,950.00

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, likely belonging to Debra L. Schmucker.

Debra L. Schmucker, RLA, ASLA, LEED AP  
President

CORNERSTONE P.D.S.

12175 Visionary Way, #410 • Fishers, IN 46038 • Phone: 317.849.0600  
LANDSCAPE ARCHITECTURE & URBAN DESIGN SERVICES  
"Connecting People, Creating Places"

**EXHIBIT "B"**  
**ORIGINAL CONTRACT**

AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
CORNERSTONE PDS  
FOR

WALDRON, HILL, BUSKIRK PARK AND CRESTMONT PARK  
DESIGN/CONSULTING SERVICES

This Agreement, entered into on this 23 day of November, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Cornerstone PDS ("Consultant"),

**WITNESSETH:**

WHEREAS, the Department wishes to acquire site design and construction documents for improvements in both Crestmont and Waldron, Hill, Buskirk Parks; and

WHEREAS, the Department requires the services of a professional consultant in order to perform these design services (the "Services" as further defined below); and

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

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

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before May 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Dave Williams 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 Forty Four Thousand Six Hundred Fifteen Dollars and Zero Cents (\$44,615.00). 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. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Dave Williams  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

**Article 8. Identity of the Consultant**

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

**Article 9. Opinions of Probable Cost**

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

**Article 10. Reuse of Instruments of Service**

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

**Article 11. Ownership of Documents and Intellectual Property**

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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



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	Cornerstone PDS
Attn: Dave Williams	Debra Schmucker
401 N. Morton, Suite 250	12175 Visionary Way #410
Bloomington, Indiana 47402	Fishers, IN 46038

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

*Philippa M. Guthrie*  
Philippa M. Guthrie, Corporation Counsel

**CORNERSTONE PDS**

*Debra L. Schmucker*  
Debra L. Schmucker, President

2/16/18

**CITY OF BLOOMINGTON PARKS AND RECREATION**

*Paula McDevitt*  
Paula McDevitt, Director

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

**CITY OF BLOOMINGTON**  
Controller

Reviewed by: *[Signature]*  
DATE: *2/16/18*  
FUND/ACCT: *2005*

CITY OF BLOOMINGTON
Legal Department
Reviewed By: <i>[Signature]</i>
DATE: <i>01-17-2018</i>

## EXHIBIT A

### "Scope of Work"

The Services shall include the following:

#### I. THIRD STREET PARK SITE IMPROVEMENTS

##### Project Assumptions and Understanding:

The site for the proposed renovation work is the lawn area directly south of the fountain south to the band pavilion. It is anticipated that this work shall include the removal of the existing concrete steps on the south side of the fountain on both sides; new accessible walks to the existing east and west sidewalk connections to the street; expansion of concrete paving area on top of berm for additional benches; drainage improvements to the lawn area in front of the band pavilion. Additional lighting shall also be included of four, 12' high aluminum poles with LED lights.

It is our understanding that Bloomington Public Works will allow a 10"-12" ADS drainage pipe and inlets to be connected to the west directly into an existing curb inlet/18" storm sewer running south in Washington Street without detention. This is critical given that the lawn is over a former pool which was demolished and buried under the lawn. Disturbing this area could create other unforeseen issues within the project area.

The project is funded through Bloomington Parks General Obligation Bond for approximately \$292,000.

##### Please note:

- Irrigation design and installation is not included in this project.
- We shall utilize the provided topographic survey as a base for our proposed design.
- No soil borings or geotechnical studies are required at this time for the proposed site improvements.

Cornerstone's scope of work shall include the following:

##### A. DESIGN

1. Cornerstone shall coordinate with Owner to determine the technical requirements for the topographic survey to be provided under a separate contract for the project.
2. Cornerstone shall provide a preliminary site design for your review of the new improvements. After review, we shall update the proposed design and provide a revised plan for your review and approval before we begin construction documents.
3. Detailed site construction documents and technical specifications shall be prepared for proposed improvements including: geometric layout; grading and drainage; critical construction details; site lighting plan, technical specifications for the proposed site improvements including: concrete pavement, drainage, erosion control, seeding, landscape plant material, site furniture and site lighting.
4. Cornerstone shall assemble front end documents provided by the City for inclusion in the construction documents.

##### B. PERMITS/APPROVALS/SUBMITTALS

It is our understanding from the City that no permits will be required at this time. If a grading permit is required, the Owner will handle this permit. NDPES Rule 5 permit is not required since the disturbed project area is less than one acre.

##### C. CONSTRUCTION ADMINISTRATION

Services shall include the following:

1. Answer any related bidder questions during bidding process and prepare addenda
2. Lead a pre-bid meeting and prepare meeting minutes.
3. Review and evaluate bids.
4. Bid documents will be administered through City's electronic bid room.
5. Attending pre-construction meeting.
6. Answering requests for information.
7. Review of shop drawings.

- 8. Three (3) field observation visits during construction with notes.
- 9. Substantial completion punch list.

**D. MILEAGE**

Cornerstone has included mileage for identified meetings for the above scope of work in our fee.

**E. THIRD STREET PARK SITE IMPROVEMENTS FEE SCHEDULE**

We shall perform our site design services on a lump-sum basis with a fee as follows:

Electrical Lighting Design \$ 1,800.00

Final Design Plans and Construction Plans \$ 23,850.00

\$ 25,650.00

Any meetings or services beyond this scope of work shall be billed at an hourly rate of \$ 115.00 plus expenses and are in addition to the lump sum fee.

Additional Services which can be provided but are not included in this contract are as follows:

- Construction inspection services
- Construction site testing or laboratory testing
- Contractor as-built drawings
- Printing of construction documents and specifications

**F. PROJECT SCHEDULE**

It is anticipated that this project will be designed in Spring/Summer 2018 and bidding and construction schedule will be determined by Owner in coordination with scheduled activities within the park in 2018.

**II. CRESTMONT NEIGHBORHOOD PARK PLAY AREA**

**PROJECT UNDERSTANDING:**

The proposed project site is the existing Crestmont Neighborhood Park Playground area located at the intersection of Illinois Court and Illinois Street. The project is funded through Bloomington Parks General Obligation Bond \$182,000 and a federal Community Development Block Grant (CDBG) of \$110,000 for a total of \$292,000. The project shall consist of two separate project bids due to the funding sources and their respective requirements. One package shall consist of overall site development and play structure improvements. The second package for the CDBG funding shall consist of play area surfacing and shade sail structure. Projects shall be bid through the City of Bloomington Plan Room. All bidding services and bid preparation shall be handled by the Owner.

**A. TOPOGRAPHIC SURVEY**

Cornerstone shall coordinate with Bledsoe Riggert Cooper & James Surveying to provide a topographic survey for the development of construction plans.

**B. DESIGN DEVELOPMENT AND FINAL DESIGN PLANS AND SPECIFICATIONS**

1. We shall proceed with the development of a site plan for the playground that may include the following park components:

- Pedestrian circulation: sidewalk to encircle new play area and connect to east parking area.
- Site furniture – including benches and table/seat arrangements
- Shade sail structure (if room).
- Play equipment designed for ages 5-12:

- o Climbing net
- o Play structure
- o Rubberized surface under play structure
- o Existing swings to be painted and remain in existing location

Upon written approval of an approved site plan, Cornerstone shall commence with the development of construction documents.

Development of final construction plans shall consist of the following functions:

- Site Layout Design
- Grading and Drainage Design
- Final engineering construction plans will be prepared to provide construction and bidding documents for site construction in two separate bid packages.



1. Site demolition plans will be prepared for the new site improvements and will indicate existing site features to be removed and relocated.
2. Geometric plans shall be prepared to show horizontal control on the proposed site improvements.
3. Grading and drainage plans will be prepared for the new design improvements based on information provided in the topographic survey.
4. Details for critical design and construction areas will be prepared. Construction details for: concrete pavement, sidewalks, and site furnishings will be shown.

**C. PERMITS/APPROVALS/SUBMITTALS**

It is our understanding from the City that no permits will be required at this time. If a grading permit is required, the Owner will handle this permit. NDPE\$ Rule 5 permit is not required due to project development area is less than one acre.

**D. MEETINGS**

Cornerstone shall attend five meetings which shall include the following:

1. Field Site visit to review existing conditions after topographic survey is completed.
2. Preliminary Plan Owner review meeting.
3. Owner review meeting at 95% completion of site drawings.
4. Two field visits during construction for review of proposed improvements or handling construction issues

**E. BIDDING & CONSTRUCTION ADMINISTRATION**

We shall provide limited services to assist the Owner in the following:

1. Answer bidding questions forwarded to Cornerstone by Owner during bidding period.
2. Prepare addenda information from bidding questions to Owner for his use in bidding.
3. Answer Request for Information during actual project construction.
- One project site visits to review construction progress and answer questions.
- Final punch list site visit at end of project.

**F. MILEAGE**

Cornerstone has included mileage for five meetings as identified in the scope of work in our fee.

**G. CRESTMONT PLAY AREA FEE SCHEDULE**

We shall perform our site design services on a lump-sum basis with a fee as follows:

Topographic Survey \$ 1,500.00

Final Design Plans and Construction Plans \$ 17,465.00

\$ 18,965.00

Any meetings or services beyond this scope of work shall be billed at an hourly rate of \$ 115.00/hr and are in addition to the lump sum fee.

Additional Services which can be provided but are not included in this contract are as follows:

- ☐ Construction inspection services
- ☐ Construction site testing or laboratory testing
- ☐ Printing of any documents or drawings

**H. PROJECT SCHEDULE**

It is anticipated that this project will be design in Spring/Summer 2018 and commence construction in Fall 2018.

**EXHIBIT B**

**"Project Schedule"**

All services to be completed no later than May 31, 2019.

EXHIBIT C  
E-VERIFY AFFIDAVIT

STATE OF INDIANA )  
 )SS:  
COUNTY OF HAMILTON )

AFFIDAVIT

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

1. The undersigned is the PRESIDENT of CORNERSTONE TDS  
(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 HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Debra Schmucker and acknowledged the execution of the foregoing this 6 day of February, 2018.

Carrie Gibson  
Notary Public's Signature

My Commission Expires: 03/06/20

Carrie Gibson  
Printed Name of Notary Public

County of Residence: Madison





EXHIBIT D

STATE OF Indiana )  
 ) SS:  
COUNTY OF HAMILTON )

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 6 day of FEBRUARY, 2018.

By: Debra Schumaker, President  
Cornerstone HES

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

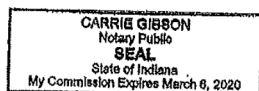
Before me, a Notary Public in and for said County and State, personally appeared Debra Schumaker and acknowledged the execution of the foregoing this 6 day of February, 2018.

Carrie Gibson  
Notary Public's Signature

My Commission Expires: 03/06/20

Carrie Gibson  
Printed Name of Notary Public

County of Residence: Madison





## STAFF REPORT

Agenda Item: C-14  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Lee E Huss - Urban Forester  
**DATE:** 5/15/2019  
**SUBJECT:** AGREEMENT WITH BARTLETT TREE EXPERTS

### **Recommendation**

Agreement with Bartlett Tree Experts to perform public tree pruning to remove deadwood of 4 public trees and cutting of 6 hazardous trees. Bartlett Tree Experts have until September 1, 2019 to complete the work. Funding is through Urban Forestry GF Budget for \$6,290

### **Background**

Perform tree pruning to remove all deadwood of public trees. Three trees at People's Park and one street tree at Hillside Crossing. The cutting of six hazardous trees along the trail from Olcott Park and Sherwood Oak Park. The trees are to be felled into the wooded area and left. The trail should not be blocked.

**RESPECTFULLY SUBMITTED,**

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Lee E Huss  
Urban Forester

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
BARTLETT TREE EXPERTS  
FOR  
2019 SUMMER PRUNING AND CUTTING**

This Agreement, entered into on this \_\_\_\_ day of May, 2019, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bartlett Tree Experts (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to prune trees at Hillside Crossing and People’s Park, and cut down trees near Jackson Creek Trail; and

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

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

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Six Thousand Two Hundred Ninety Dollars and zero cents (\$6,290). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

Contractor shall perform the Services no later than September 1, 2019. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. Termination**

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

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

**Article 8. Identity of the Contractor**

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

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

**Article 9. Opinions of Probable Cost**

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

**Article 10. Reuse of Instruments of Service**

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

**Article 11. Ownership of Documents and Intellectual Property**

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:****Contractor:**

City of Bloomington		Bartlett Tree Experts
Attn: Lee Huss		Attn: Rick Barker
401 N. Morton, Suite 250		PO 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 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**

**Bartlett Tree Experts**

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Philippa M. Guthrie, Corporation Counsel

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Rick Barker, So. Indiana Representative

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Paula McDevitt, Director  
Parks and Recreation Department

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Leslie J. Coyne, President,  
Board of Park Commissioners



## EXHIBIT A

### “Scope of Work”

The Services shall include the following:

**Property address: Olcott Park, 2300 E Canada Dr., Bloomington, IN 47401**

- Cut down the following painted property items:
  - (5) Ash located at the path through woods
  - Oak located at the path through woods
- Leave stumps low. Leave all debris in woods

**Property address: Peoples Park, 501 E Kirkwood Ave., Bloomington, IN 47402**

- Pruning work:
  - Black Locust (map ID 9)
  - Hackberry (map ID 10)
  - Honeylocust (map ID 11)
- Remove dead branches
- Remove all dead branches, 1 inch diameter cuts, entire canopy.
- Remove resulting debris

**Property address: Hillside Crossing, Bloomington, IN 47401**

- Pruning work:
  - Pin Oak (map ID 1)
- Remove all dead branches, 1 inch diameter cuts, entire canopy
- Remove all debris
- \*arborist may use discretion with pruning cuts to accomplish stated pruning goals

## E-VERIFY AFFIDAVIT

# AFFIDAVIT

**EXHIBIT C**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Bartlett Tree Experts**

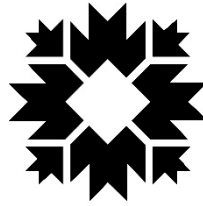
By: \_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: C-15  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Lee E Huss - Urban Forester  
**DATE:** 5/15/2019  
**SUBJECT:** AGREEMENT WITH DAVEY RESOURCE GROUP

### **Recommendation**

Agreement with Davey Resources Group to expand the scope of work to include additional street tree inventory and, park tree inventory and purchase of one additional tablet. Extension of the contract is February 29<sup>th</sup> 2020. Funding Breakdown:

Original Contract – Urban Forestry General Fund Budget:

200-18-189503-53170- \$120,000

200-18-189503-53910- \$5,250

Addendum I:

200-18-189503-53170- \$39,500

200-18-189503-52420- \$500

New total contract:

200-18-189503-53170- \$159,500

200-18-189503-53910- \$5,250

200-18-189503-52420- \$500

### **Background**

Continue to perform and complete the inventory of public street trees. Conduct inventory of additional Park trees. List provided with a priority of city parks. The purchase of one additional tablet for city staff to update the inventory.

**RESPECTFULLY SUBMITTED,**

---

Lee E Huss  
Urban Forester

**ADDENDUM I**  
**TO**  
**AGREEMENT FOR CONSULTANT SERVICES**  
(Entered in this \_\_\_\_ day of May, 2019)

WHEREAS, on December 10, 2018, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Davey Resource Group (“Consultant”) to perform an urban forest canopy assessment and inventory of street and selected downtown parks; and

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

WHEREAS, as a result of modification to the original Scope of Services the compensation amount will be increased by Forty Thousand Dollars and zero cents (\$40,000); and

WHEREAS, the Department wishes to extend the schedule through February 29, 2020, to provide the required additional time; and

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

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

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

**Article 1. Scope:** To amend the Agreement to reflect changes in design area and services shown in the Consultant Scope of Work, Exhibit A. Exhibit A is attached to and incorporated into this Addendum I to the Agreement. Original agreement is attached as Exhibit B.

**Article 2. Term:** To modify Article 1 of the Agreement to change the completion date to February 29, 2020, and to modify Exhibit B, Project Schedule, of the Agreement to state:

“All work to be completed no later than February 29, 2020.”

**Article 3. Compensation:** The Department shall pay Consultant for the Services, for all fees and expenses in an amount not to exceed One Hundred Sixty Five Thousand Two Hundred Fifty Dollars and zero cents (\$165,250).

**Article 4. Modification:** Any other modification to said Agreement shall be in writing per Article 26 of the Agreement.

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

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

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

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**DAVEY RESOURCE GROUP**

\_\_\_\_\_  
Brent R. Repenning

\_\_\_\_\_  
Title of Contractor Representative

**EXHIBIT “A”**  
**“Addition to Scope of Work”**

Additional work for the project shall include but is not limited to:

-Continuation and completion of the inventory of street trees at \$4.75 per site (maximum additional sites estimated at roughly 6,210, minimum at roughly 3,000)

-Conduct inventory of park trees in as many City parks as the additional \$10,000 funding will allow (at \$4.75 per site, meaning a maximum of roughly 2,105 park sites), following the park priorities listed below with highest priority listed first and lowest listed last:

- Miller Showers
- Building Trades
- Lower Cascades
- Rosehill Cemetery
- White Oak Cemetery
- Butler Park
- Olcott Park
- Twin Lakes Sports Complex

-Purchase of additional cellular tablet similar to Apple iPad Air with 16GB and 10” screen with ruggedized case and screen protector similar to Griffin Survivor All-Terrain (listed under “Field Equipment” in original Scope of Work)

**EXHIBIT "B"**  
**ORIGINAL CONTRACT**

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
DAVEY RESOURCE GROUP INC.  
FOR  
URBAN FOREST ASSESSMENT**

This Agreement, entered into on this 10<sup>th</sup> day of December, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Davey Resource Group, Inc. ("Consultant"),

**WITNESSETH:**

WHEREAS, the Department wishes to perform an urban forest assessment; and

WHEREAS, the Department requires the services of a professional consultant in order to perform the assessment (the "Services" as further defined below); and

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

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

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Lee Huss as the Department's Project Manager. 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.[1]

**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 One Hundred Twenty Five Thousand Two Hundred Fifty Dollars and zero cents (\$125,250.00). 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. 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

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all



finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

**Article 8. Identity of the Consultant**

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

**Article 9. Opinions of Probable Cost**

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

**Article 10. Reuse of Instruments of Service**

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

**Article 11. Ownership of Documents and Intellectual Property**

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

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

**Article 24. Notices**

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

**Department:**

**Consultant:**

City of Bloomington	Davey Resource Group, Inc.
Attn: Lee Huss	Attn: Aren Flint
401 N. Morton, Suite 250	5641 West 73 <sup>rd</sup> Street
Bloomington, Indiana 47402	Indianapolis, IN 46278

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

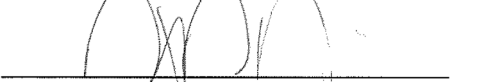
sign an affidavit, attached hereto as Exhibit D, affirming that Consultant has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

**CITY OF BLOOMINGTON**

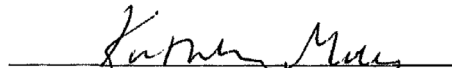
  
Philippa M. Guthrie, Corporation Counsel

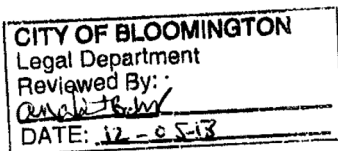
**DAVEY RESOURCE GROUP, INC.**

  
Brent R. Repenning, Executive Vice President

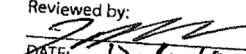
**CITY OF BLOOMINGTON PARKS AND RECREATION**

  
Paula McDevitt, Director

  
Kathleen Mills, President,  
Board of Park Commissioners



7

CITY OF BLOOMINGTON  
Controller  
Reviewed by:   
DATE: 12-8-13  
FUND/ACCT: 10-18-15112-53170  
53010

## EXHIBIT A

### "Scope of Work"

The Services shall include the following:



**Specification of Work: Bloomington, Indiana**  
**Project: Urban Forest Assessment**  
**Date: 11/30/2018**

**Client**

Contact: Lee Huss, City Forester  
Parks and Recreation  
City of Bloomington  
401 N Morton Street, Suite 250  
Bloomington, IN 47402  
O. 812-349-3716  
M. 812-327-5251  
E. hussl@bloomington.in.gov

**Davey Resource Group, Inc. "DRG"**

Contact: Aren Flint, Project Manager  
5641 West 73rd Street  
Indianapolis, IN 46278  
M. 765-430-9020  
E. aren.flint@davey.com

**Project Scope of Work:**

**Fees and Schedule of Deliverables**

Deliverable	Comments	Estimated Delivery Date	Price
Urban Tree Canopy Assessment <i>Attachment A</i>	GIS mapping and analysis of land cover, ecosystem services, and prioritized planting need with close-out slides.	June 2019	\$15,650
	Historic canopy change assessment and analysis		\$9,500
	Socio-economic and demographic analysis		\$2,750
	Energy conservation and property value		\$1,500
	Tree canopy health assessment		\$1,250
	UTRACH calculator		\$750
	i-Tree Hydro pollution assessment		\$1,500
	Forest fragmentation		\$950
	Web-based Story Map		\$3,500

(Fees and Schedule Continued Next Page)

Specification of Work  
City of Bloomington, Indiana

1

Deliverable	Comments	Estimated Delivery Date	Price
Tree Inventory <i>Attachments B &amp; C</i>	Inventory of up to 13,000 trees and stumps along public streets.	June 2019	\$61,750 @ \$4.75/site
	Inventory of up to 1,000 trees and stumps within city parks, including: Peoples Park, Third Street Park, Seminary Park, and Bryan Park.		\$4,750 @ \$4.75/site
	Inventory of up to 3,800 planting sites along public streets.		\$8,398 @ \$2.21/site
TreeKeeper® <i>Attachment D</i>	Tree inventory data will be delivered in DRG's TreeKeeper® software.	June 2019	One free year subscription with inventory
	3-year Subscription Web Training Session	Renewal fee is locked at fees listed as long as the subscription does not lapse.	\$6,250/3 yrs \$400/session
Summary Reports <i>Attachment E</i>	Inventory - one bound color copy and one electronic PDF	June 2019	\$1,500
	Maintenance program budget table		\$500
	Urban Tree Canopy Assessment - one bound color copy and one electronic PDF	June 2019	\$2,000
Field Equipment	Procurement of two(2) cellular tablets similar to Apple iPad Air with 16GB and 10" screen with ruggedized case and screen protector similar to Griffin Survivor All-Terrain.	June 2019	\$1,000
	Additional tablets w/ case		\$500/unit
Presentation(s)	Two executive sessions providing a summary of findings for inventory and/or urban tree canopy assessment.	September, 2019	\$500
	One public presentation providing a summary of findings for inventory and/or urban tree canopy assessment.		\$500
	Additional presentations		\$500/presentation
PO # _____ (Not to Exceed, earmarked for TreeKeeper)			\$5,250.00
PO # _____ (Not to Exceed, earmarked for consultants)			\$120,000.00
Grand Total			\$125,250.00

Specification of Work  
City of Bloomington, Indiana

**EXHIBIT B**

**“Project Schedule”**

See “Exhibit A” for schedule of services. All work to be completed by December 31, 2019.



STATE OF OHIO )  
 )SS: Kent  
COUNTY OF Portage )

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

- Signature Brent R. Repenning  
Printed Name Executive Vice President

A circular notarial seal for the State of Ohio. The outer ring contains the text "NOTARIAL SEAL" at the top and "STATE OF OHIO" at the bottom. The center features a landscape with a sun rising over hills and a body of water.

Before me, a Notary Public in and for said County and State, personally appeared Brent R. Repenning and acknowledged the execution of the foregoing this 9<sup>th</sup> day of January, 2018: 9

My Commission Expires: May 13<sup>th</sup> 2023

County of Residence: Portage

EXHIBIT D

STATE OF Ohio )  
 ) SS: Kent  
COUNTY OF Portage )

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 9<sup>th</sup> day of January, 2018. 9

**Davey Resource Group, Inc.**

By: \_\_\_\_\_

Brent R. Repenning  
Executive Vice President

STATE OF Ohio )  
 ) SS: Kent  
COUNTY OF Portage )

Before me, a Notary Public in and for said County and State, personally appeared Brent R. Repenning and acknowledged the execution of the foregoing this 9<sup>th</sup> day of January, 2018. 9

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: May 13<sup>th</sup> 2023

Alexandra Kluczarov  
Printed Name of Notary Public

County of Residence: Portage



ALEXANDRA KLUCZAROV  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Portage County  
My Comm. Exp. 5/13/2023



## STAFF REPORT

Agenda Item: C-16  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Chelsea Price, Aquatic Program Coordinator  
**DATE:** April 30, 2019  
**SUBJECT:** REVIEW/APPROVAL OF AGREEMENT WITH MIDDLE WAY HOUSE

### Recommendation

Staff recommends the approval of this agreement. Middleway house will be given five (5) season pool passes that are interchangeable between their counselors/staff members. Aquatics staff will track daily attendance and invoice Middleway \$5.00 per person for those participants that don't qualify for a fee waiver. Middleway House shall provide payment at the end of the season based on the above pay structure.

### Background

Middle Way House provides shelter for women and children fleeing violence at home. The shelter is a safe place available to families until they have found an appropriate, affordable place to live. This program reflects the agency's intention to provide a continuum of housing to its target population and support housing development for low-income individuals and families in our community.

Park Board records indicate similar intermittent park board action beginning May 1987. A return to this policy exemption was approved by the park board for the 2009 pool season in November, 2008 and has continued annually since.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "C. Price", with a stylized flourish at the end.

Chelsea Price, Aquatics/Facility Coordinator

**AGREEMENT FOR THE USE OF  
CITY OF BLOOMINGTON MILLS POOL**

This agreement is made and entered into this \_\_\_\_\_ day of May 2019, by and between the Bloomington Parks and Recreation Department, (BPRD) and, Middleway House.

**WHEREAS**, Middleway House located at 401 S. Washington St, Bloomington, Indiana, desires the use of a Mills Pool for its summer day camp programs; and

**WHEREAS**, the City of Bloomington Department of Parks and Recreation (hereinafter referred to as “City”) owns and operates the Ralph Mills Swimming Pool (“Mills Pool”); and

**WHEREAS**, the City wishes to allow Middleway House the use of the Mills Pool at a discounted rate.

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

- 1. Purpose of the Agreement.** The purpose of the Agreement is for the City to allow Middleway House limited use of Mills Swimming Pool.
- 2. Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until August 4, 2019, unless terminated in accordance with paragraph seven (7).
- 3. Days and Hours of Use.** The City hereby grants Middleway House permission to use Mills Swimming Pool as follows:

Middleway House shall be permitted to use the facility’s family activity pool area (Splash Zone) as part of Middleway House’s summer program activities every Monday, Tuesday, and Thursday from June 3<sup>rd</sup>, 2019 through August 3<sup>rd</sup>, 2019 from 1:00 p.m. to 3:00 p.m.

- 4. Participant Fees.** Middleway house will be given five (5) season pool passes to use interchangeably between their counselors/staff members. They will be invoiced for any participants that decide not to get a fee waiver at a rate of \$5 per person. Their attendance shall be tracked daily. Middleway House shall provide payment at the end of the season based on the above pay structure.
- 5. Supervision.** Middleway House agrees to provide supervisory personnel at a ratio of one (1) supervisor to every five (5) children during the time that the program is using the family activity pool area. Their supervisors must be in the water with the children, and within arm’s length of children 5 and under.
- 6. Responsibility for Damages; Indemnification.** Middleway House agrees to assume full responsibility for the actions and behavior of all Middleway House program participants and accompanying supervisors while using said facility. In consideration for the use of Mills Pool, Middleway House agrees to assume full and complete responsibility for all bodily injury, including death, and property damage which may occur as a result of the acts and omissions of Middleway House, its officers, director, agents, employees, members, participants, successors an assigns, in the use of Mills Swimming Pool.

Further, in consideration for the use of Mills Swimming Pool, Middleway House agrees to release, hold harmless, and indemnify the City of Bloomington, its Department of Parks and Recreation, and all City of Bloomington and Parks and Recreation officers, employees, and agents from any and all claims for personal injury, including death, or property damage that may occur as a result of the acts and omissions of Middleway House, its officers, director, agents, employees, members, participants, successors and

assigns, in the use of Mills Swimming Pool.

7. **Rules and Regulations.** Middleway House shall comply with all rules and regulations established by the City's Department of Parks and Recreation for use of Mills Swimming Pool. Middleway House shall further require its preschool program participants and accompanying supervisors to comply with all said rules and regulations.

8. **Notice and Agreement Representatives**

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

Middle Way House  
Debra Morrow  
812-333-7404

Bloomington Parks and Recreation:  
Mark Sterner, General Manager TLRC  
812-349-3768

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

Middle Way House  
Priscilla Cuevas  
812-337-4510  
401 S. Washington St.  
Bloomington, IN 47401  
[priscilla@middlewayhouse.org](mailto:priscilla@middlewayhouse.org)

Bloomington Parks and Recreation  
Chelsea Burris, Aquatics Coordinator  
812-349-3769  
1700 W. Bloomfield rd.  
Bloomington, IN 47403  
[pricec@bloomington.in.gov](mailto:pricec@bloomington.in.gov)

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

WHEREFORE, the parties have entered into this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**City of Bloomington**

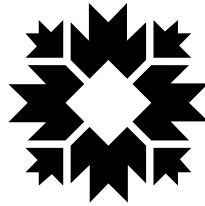
**Middleway House**

\_\_\_\_\_  
Paula McDevitt, Director  
Bloomington Parks and Recreation

\_\_\_\_\_  
Debra Morrow, Director

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

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

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

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Marcia Veldman, Program/ Facility Coordinator  
**DATE:** May 21, 2019  
**SUBJECT:** CONTRACT FOR SERVICES WITH NASHVILLE PARTY RENTAL

### Recommendation

Staff recommends approval of the contract for services with Nashville Party Rental to rent a tent, tables and chairs for the Homegrown Indiana Farm Tour at Living Roots Farm and Sustainable Living Center, on Sunday, July 14, 2019. The funding will come from Farmers Market NR - 201-18-186503-53990 in an amount not to exceed \$1300.

### Background

The Department has rented from them for over ten years for the Farm Tours and has been happy with their equipment and services.

RESPECTFULLY SUBMITTED,

Marcia Veldman, Program/Facility Coordinator

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

**Nashville Party Rental**

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

**Article 1. Scope of Services** Contractor shall provide a tent, tables and chairs for the Homegrown Farm Tour ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Sunday, July 14, 2019 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Marcia Veldman as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Thousand One Hundred Thirty Dollars (\$1300). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Marcia Veldman, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule ("Schedule"):

Delivery and set up will take place on or before Sunday, July 14 at noon and take down will take place between 10:00 p.m. on Sunday, July 14 and 5:00 p.m. on Monday, July 15, 2019. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**NASHVILLE PARTY RENTAL**

\_\_\_\_\_  
Sterling Minor

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Date

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



**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

STATE OF INDIANA            )  
  )SS:  
COUNTY OF \_\_\_\_\_)

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA            )  
  )SS:  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Public's Signature                      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public                      County of Residence: \_\_\_\_\_

**EXHIBIT B**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

**Nashville Party Rental**

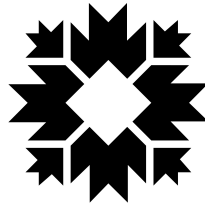
By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item: D-1  
Date: 5/17/2019

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Marcia Veldman, Farmers' Market Coordinator  
**DATE:** May 21, 2019  
**SUBJECT:** FARMERS' MARKET ADVISORY COUNCIL ANNUAL REPORT

### **Background**

Kathy Aiken, Farmers' Market Advisory Council Chair, will deliver the annual report from the Council. She will highlight the successes, challenges and opportunities that were addressed by the FMAC in 2018 and early 2019.

**RESPECTFULLY SUBMITTED,**

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Marcia Veldman, Farmers' Market Coordinator